

**UPDATED**  
**REGULAR MEETING OF CITY COUNCIL**  
**DECEMBER 19, 2019 – 5:30 PM**  
**MUNICIPAL COURTROOM**  
**GEORGETOWN, SOUTH CAROLINA**



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

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **INVOCATION & PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENTS**
5. **INTRODUCTION OF NEW EMPLOYEES**
6. **EXECUTIVE SESSION**
  - A. **Motion to adjourn Regular Meeting and enter into Executive Session pursuant to Section 30-4-70 (a)(2) and (5) to discuss negotiations incident to contractual arrangements and to discuss matters related to the proposed location and provision of City services to the proposed 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.**
7. **PLANNING AND COMMUNITY DEVELOPMENT**
  - A. **Motion to proceed with complaint petitions from Unfit Dwelling Ordinance.**

Attachments:

|   |                            |       |
|---|----------------------------|-------|
| 1 | Sec. 5_109 Unfit Dwellings | (PDF) |
| 2 | 221 S Congdon st           | (PDF) |
| 3 | 221 S Congdon (1)          | (PDF) |
| 4 | 221 S Congdon (2)          | (PDF) |
| 5 | 2013 Emanuel St            | (PDF) |
| 6 | 2013 Emanuel               | (PDF) |
| 7 | 2118 Emanuel St            | (PDF) |
| 8 | 2118 Emanuel (1)           | (PDF) |
| 9 | 2118 Emanuel (2)           | (PDF) |
  - B. **Motion to approve 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) |

**C. Motion to approve 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) |

**D. 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**

Attachments:

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

**E. 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**

Attachments:

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

**F. Motion to approve a resolution to Habitat for Humanity for \$35,000 to fix and repair homes in the City of Georgetown.**

Attachments:

- |   |                                          |       |
|---|------------------------------------------|-------|
| 1 | Resolution of Public Purpose             | (PDF) |
| 2 | Crosby OS-10426 FINAL Opinion 12-11-2019 | (PDF) |
| 3 | COG Demo Information                     | (PDF) |

**G. Motion to approve an agreement between the City of Georgetown and the South Carolina Emergency Management Division (SCEMD) for Hazard Mitigation Grant Program (HMGP) #4286-DR-SC Project 0005, awarded to the City on August 5, 2019**

Attachments:

- |   |                                                  |       |
|---|--------------------------------------------------|-------|
| 1 | State - City HMGP Agreement Signed 11_13_19      | (PDF) |
| 2 | 4286-0005-R Georgetown Elevation Approval letter | (PDF) |



- H. Motion to approve an agreement between the homeowner of 2019 Asbury Street, Kenneth E. Gaiser, and the City of Georgetown for the Hazard Mitigation Grant Program (HMGP) #4286-DR-SC Project 0005, awarded on August 5, 2019**

Attachments:

- 1 10-8-19 Gaiser RIGHT OF ENTRY & RELEASE agreement (PDF)
- 2 Letter from Adjutant General Director (PDF)

**8. FIRE**

- A. Motion to Approve Purchase and Payment for repairs to Fire Station One Kitchen.**

Attachments:

- 1 Station One Kitchen Repair (PDF)

- B. Motion to Approve Purchase and Payment for constructing Phase One of the Fire Department Training Center.**

Attachments:

- 1 Design of Live Fire Training Prop (PDF)
- 2 Schedule of Work to be Completed (PDF)

- C. Motion to Approve Purchase and Payment of 2020 Ford F250 Pickup from Vic Bailey Ford in the Amount of \$33,876.00.**

Attachments:

- 1 Quote for 2020 Ford F250 (PDF)

- D. Motion to Approve the Adoption of the Georgetown County Hazard Mitigation Plan by Georgetown City Council.**

Attachments:

- 1 Resolution Adopting Georgetown Co. Mitigation Plan 12.19.19 (PDF)
- 2 Georgetown County Hazard Mitigation Plan Update 2019 (PDF)

**9. ENGINEERING**

- A. Motion to approve proposal and make payments to Hanna Engineering in the not-to-exceed amount of \$32,600 to perform engineering and field inspection services for the Port Tank Rehabilitation Project. The work includes engineering, permitting, bidding, and field inspection services.**

Attachments:

- 1 Certified Proposal Tabulation (PDF)
- 2 HANNA ENGINEERING (PDF)
- 3 Exhibit A-Professional Services Agreement Sample (PDF)
- 4 Exhibit B-PortTank Lead Paint Report 10.18.19 (PDF)

- B. Motion to approve construction bid and make payments to Seven Seas Marine Construction Inc. for a not-to-exceed amount of \$53,828.00 to make repairs of 21 lineal feet of bulkhead located at Constitution Park. Work includes excavation, replacement of sheet piling, top and bottom whalers, and replacement of concrete sidewalks and a section of handrails.**

Attachments:

- |   |                         |       |
|---|-------------------------|-------|
| 1 | Certified Bid Tab       | (PDF) |
| 2 | Seven Seas Bid          | (PDF) |
| 3 | Exhibit 2- Photos (1-4) | (PDF) |

- C. **Motion to approve the Storm Water Management Plan (SWMP) prepared by WK Dickson in July of 2019. The plan includes: 1. Approval of 12 stormwater projects as part of the Capital Improvement Plan provided that revisions may be made in the future to each project on a project by project basis and/or additions may be made to the Plan to address flooding in other adjacent areas. 2. Authorize staff to initiate process to amend Stormwater Utility and Drainage ordinances. 3. Revise stormwater collection method for the non-residential properties to an Impervious Surface Area Method and revise residential monthly rates from \$6 to \$8 per month per meter. 4. Adopt new stormwater design standards as part of the amended Stormwater Utility and Drainage ordinances.**

Attachments:

- |   |                                             |        |
|---|---------------------------------------------|--------|
| 1 | 12-CIP Projects by District                 | (PDF)  |
| 2 | 12 CIP Projects Map                         | (PDF)  |
| 3 | 2019.10.24 Stormwater Management Plan-final | (PDF)  |
| 4 | Proposed Stormwater Utility Rates           | (PDF)  |
| 5 | 2019-07-12 Georgetown_Design_Standards_Rev1 | (DOCX) |

**10. ELECTRIC UTILITIES**

- A. **Motion to Approve Purchase of 45 ft Working Height Bucket Truck from Equipment Technology, LLC of Oklahoma City, OK and Payment of \$114,128.63 (Plus Tax)**

Attachments:

- |   |                |       |
|---|----------------|-------|
| 1 | Altecquote1904 | (PDF) |
| 2 | ETIquote1904   | (PDF) |

**11. ADMINISTRATION**

- A. **Motion to approve first semi-annual payment to SCMIRF in the amount of \$378,851.50 for Property, Liability and Vehicle Insurance and two quarterly payments to SCMIT in the amount of \$115,641.00 for Workers Compensation Insurance.**

Attachments:

- |   |                        |       |
|---|------------------------|-------|
| 1 | SCMIT & SCMIRF Invoice | (PDF) |
|---|------------------------|-------|

- B. **Motion to approve Binding Resolution Certifying the old Eagle Electric Plant Site as an abandoned textile mill site pursuant to SC Code section § 12-65-10 et seq., the South Carolina Textile Communities Revitalization Act.**

Attachments:

- |   |                                |       |
|---|--------------------------------|-------|
| 1 | 12-16-19 Textile Certification | (PDF) |
|---|--------------------------------|-------|

- C. **Present DRAFT Strategic Plan.**

Attachments:

**12. CITY ADMINISTRATOR REPORT****13. MINUTES**

- A. Motion to approve minutes of Council Meetings dated October 17, 2019, October 24, 2019, November 14, 2019 and November 21, 2019.**

**14. OLD BUSINESS****15. NEW BUSINESS****16. DEPARTMENT MONTHLY REPORTS**

- A. November 2019 Electric Utility Department Report**

Attachments:

- 1 november19 (PDF)

- B. Engineering Monthly Report\_November 2019**

Attachments:

- 1 Engineering Monthly Report\_November 2019 (PDF)

- C. November 2019 Fire Report**

Attachments:

- 1 November 2019 Fire Report (PDF)

- D. November2019 Fleet service Report**

Attachments:

- 1 NOVEMBER RTA Monthly Reoprt (PDF)

- E. November 2019 Municipal Court Report**

Attachments:

- 1 Municipal court report (PDF)

- F. November 2019 Monthly Report**

Attachments:

- 1 November 2019 Monthly Report (PDF)

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

Attachments:

- 1 November 2019 Monthly Report (PDF)

- H. November 2019 Public Works Department Report**

Attachments:

- 1 NOV. 2019 (PDF)

- I. November 2019 Water Utilities Report**

Attachments:

- 1 November 2019 Water Utilities Report (PDF)

- J. November 2019 Finance and IT Departments Report**

Attachments:

- |   |                                           |       |
|---|-------------------------------------------|-------|
| 1 | November 2019 Finance & IT Report         | (PDF) |
| 2 | Grants-Monthly Rpts FY 19.20              | (PDF) |
| 3 | GovDeals-Monthly Report                   | (PDF) |
| 4 | Budget Performance Report - November 2019 | (PDF) |

**17. ADJOURNMENT**

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



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

## ACTION ITEM

DOC ID: 2901

|                                   |                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                     |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                    |
| <b>Issue Under Consideration:</b> | Motion to proceed with complaint petitions from Unfit Dwelling Ordinance.                                                                                                                                                                                                                                            |
| <b>Amount Requested:</b>          | N/A                                                                                                                                                                                                                                                                                                                  |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                  |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                  |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                  |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• Step (c) under Section 5-109, Checklist for Unfit Dwellings within the City, is to bring the complaint petition to Council for approval to proceed.</li> <li>• Dilapidated houses are located at 221 South Congdon St., 2013 Emanuel St., &amp; 2118 Emanuel St.</li> </ul> |
| <b>Options:</b>                   | Approve or deny the Building Official to proceed with the complaint petition.                                                                                                                                                                                                                                        |
| <b>Staff Recommendation:</b>      | Approve request.                                                                                                                                                                                                                                                                                                     |

### Reviews:

Angela Rambeau Completed 12/09/2019 9:21 AM  
 Sandra E. Yudice Ph.D. Completed 12/09/2019 1:11 PM  
 Stephanie Buccione Completed 12/10/2019 4:27 PM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

### Attachments:

1. a Sec. 5\_109 Unfit Dwellings (PDF)
2. b 221 S Congdon st (PDF)
3. c 221 S Congdon (1) (PDF)
4. d 221 S Congdon (2) (PDF)
5. e 2013 Emanuel St (PDF)
6. f 2013 Emanuel (PDF)
7. g 2118 Emanuel St (PDF)
8. h 2118 Emanuel (1) (PDF)
9. i 2118 Emanuel (2) (PDF)

Updated: 12/10/2019 4:27 PM by Stephanie Buccione (Page 1)

Sec. 5-109. - Checklist for unfit dwellings within the City of Georgetown.

- (a) Preliminary investigation by building official or designated agent and identification of property, defects, and parties.
- (b) Draft complaint petition.
- (c) Present draft complaint petition to city council for approval to proceed.
- (d) Serve complaint petition and rule to show cause.
- (e) Hearing held before the construction board of appeals.
- (f) Order issued, served, posted, and filed with clerk of court.
- (g) Wait sixty (60) days for owner response.
- (h) Building official or designated agent may act to enforce order:
  - (1) Do demolition or repairs with in house staff;
  - (2) Bid out work under procurement code; or
  - (3) Sell materials—apply all funds collected to cost of demolition
- (i) Determine city's cost of work and file municipal lien with register of deeds and/or Georgetown County Treasurer.

(Ord. of 8-16-12)

**COMPLAINT PETITION  
CITY OF GEORGETOWN**

**IN THE MATTER OF:**

**Tax Map No: 05-0023-139-00-00**

**[Owner of Record]:**

**Julius Marion Gibbs**

**[Other Party in Interest]:**

**Lot\_\_\_ Block\_\_\_, City**

**Street Address:**

**221 South Congdon Street**

**COMPLAINT PETITION  
AND NOTICE OF HEARING  
ON A DWELLING UNFIT FOR  
HABITATION**

IT APPEARS the owner(s) of record and parties in interest above-captioned may have an ownership interest in the above-referenced real property, upon which is located a structure designated as a dwelling unfit for human habitation by the City of Georgetown pursuant to § 5-96 *et. seq.*, City of Georgetown Code of Ordinances.

**LEGAL AUTHORITY**

The following findings are made and notice issued pursuant to the authority vested in the Building Official and City Council under § 5-96 *et. seq.*, City of Georgetown Code of Ordinances and Section 31-15-10 *et. seq.*, S.C. Code of Laws.

1. The Mayor and City Council of the City of Georgetown are charged with governing the municipality and protecting its citizens from conditions unsafe, unsanitary, dangerous, unsafe, or otherwise inimical to the welfare of the residents of the city;
2. The Mayor and City Council have designated the Building Official responsible for making an initial determination that a dwelling is unfit for human habitation due to

dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light, or sanitary facilities, or other conditions rendering those dwellings unsafe or unsanitary, dangerous, or detrimental to the health, safety or morals, or otherwise inimical to the residents of the city;

3. The above-referenced property is located within the city limits of the City of Georgetown, South Carolina.
4. The undersigned Building Official (or designee) has determined the above-referenced property is unfit for human habitation under the City Code;
5. On \_\_\_\_\_, 20\_\_, at a regular publicly-noticed meeting of City Council, such findings were presented to City Council. On that date, the City Council of the City of Georgetown, pursuant to § 5-98, 5-99, approved the building official to proceed regarding the above-referenced property designated as a dwelling unfit for human habitation. § 5-96 *et. seq.* (City of Georgetown Code of Ordinances);
6. It appears the owner(s) of record and parties with an interest in the above-referenced property may include \_\_\_\_\_ and \_\_\_\_\_.
7. Any party so minded may file an answer and APPEAR BEFORE THE CITY OF GEORGETOWN CONSTRUCTION BOARD OF APPEALS to give testimony or otherwise answer on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock a.m./p.m. at the Georgetown City Council Chambers, \_\_\_\_\_ Street, Georgetown, S.C., and then and there to be prepared to show cause why, if any, the City should not proceed under of § 5-101, *et seq.*, Georgetown Code of Ordinances, and § 31-15-10, *et seq.*, S.C. Code of Laws.

BY: \_\_\_\_\_

Building Official  
City of Georgetown  
P.O. Drawer 939  
Georgetown, S.C. 29442

\_\_\_\_\_, 20\_\_











**COMPLAINT PETITION  
CITY OF GEORGETOWN**

IN THE MATTER OF:

Tax Map No: 05-0022-080-00-00

[Owner of Record]:

Perry E Boykin Jr.

[Other Party in Interest]:

Patricia A Boykin

Lot\_\_\_ Block\_\_\_, City

Street Address:

2013 Emanuel St.

**COMPLAINT PETITION  
AND NOTICE OF HEARING  
ON A DWELLING UNFIT FOR  
HABITATION**

IT APPEARS the owner(s) of record and parties in interest above-captioned may have an ownership interest in the above-referenced real property, upon which is located a structure designated as a dwelling unfit for human habitation by the City of Georgetown pursuant to § 5-96 *et. seq.*, City of Georgetown Code of Ordinances.

LEGAL AUTHORITY

The following findings are made and notice issued pursuant to the authority vested in the Building Official and City Council under § 5-96 *et. seq.*, City of Georgetown Code of Ordinances and Section 31-15-10 *et. seq.*, S.C. Code of Laws.

1. The Mayor and City Council of the City of Georgetown are charged with governing the municipality and protecting its citizens from conditions unsafe, unsanitary, dangerous, unsafe, or otherwise inimical to the welfare of the residents of the city;
2. The Mayor and City Council have designated the Building Official responsible for making an initial determination that a dwelling is unfit for human habitation due to

dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light, or sanitary facilities, or other conditions rendering those dwellings unsafe or unsanitary, dangerous, or detrimental to the health, safety or morals, or otherwise inimical to the residents of the city;

3. The above-referenced property is located within the city limits of the City of Georgetown, South Carolina.
4. The undersigned Building Official (or designee) has determined the above-referenced property is unfit for human habitation under the City Code;
5. On \_\_\_\_\_, 20\_\_, at a regular publicly-noticed meeting of City Council, such findings were presented to City Council. On that date, the City Council of the City of Georgetown, pursuant to § 5-98, 5-99, approved the building official to proceed regarding the above-referenced property designated as a dwelling unfit for human habitation. § 5-96 *et. seq.* (City of Georgetown Code of Ordinances);
6. It appears the owner(s) of record and parties with an interest in the above-referenced property may include \_\_\_\_\_ and \_\_\_\_\_.
7. Any party so minded may file an answer and APPEAR BEFORE THE CITY OF GEORGETOWN CONSTRUCTION BOARD OF APPEALS to give testimony or otherwise answer on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock a.m./p.m. at the Georgetown City Council Chambers, \_\_\_\_\_ Street, Georgetown, S.C., and then and there to be prepared to show cause why, if any, the City should not proceed under of § 5-101, *et seq.*, Georgetown Code of Ordinances, and § 31-15-10, *et seq.*, S.C. Code of Laws.

BY: \_\_\_\_\_

Building Official  
City of Georgetown  
P.O. Drawer 939  
Georgetown, S.C. 29442

\_\_\_\_\_, 20\_\_







**COMPLAINT PETITION  
CITY OF GEORGETOWN**

IN THE MATTER OF:

Tax Map No: 05-0017-286-00-00

[Owner of Record]:

Randy Williams

[Other Party in Interest]:

Lot\_\_\_ Block\_\_\_, City

Street Address:

2118 Emanuel St.

**COMPLAINT PETITION  
AND NOTICE OF HEARING  
ON A DWELLING UNFIT FOR  
HABITATION**

IT APPEARS the owner(s) of record and parties in interest above-captioned may have an ownership interest in the above-referenced real property, upon which is located a structure designated as a dwelling unfit for human habitation by the City of Georgetown pursuant to § 5-96 *et. seq.*, City of Georgetown Code of Ordinances.

LEGAL AUTHORITY

The following findings are made and notice issued pursuant to the authority vested in the Building Official and City Council under § 5-96 *et. seq.*, City of Georgetown Code of Ordinances and Section 31-15-10 *et. seq.*, S.C. Code of Laws.

1. The Mayor and City Council of the City of Georgetown are charged with governing the municipality and protecting its citizens from conditions unsafe, unsanitary, dangerous, unsafe, or otherwise inimical to the welfare of the residents of the city;
2. The Mayor and City Council have designated the Building Official responsible for making an initial determination that a dwelling is unfit for human habitation due to

dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light, or sanitary facilities, or other conditions rendering those dwellings unsafe or unsanitary, dangerous, or detrimental to the health, safety or morals, or otherwise inimical to the residents of the city;

3. The above-referenced property is located within the city limits of the City of Georgetown, South Carolina.
4. The undersigned Building Official (or designee) has determined the above-referenced property is unfit for human habitation under the City Code;
5. On \_\_\_\_\_, 20\_\_, at a regular publicly-noticed meeting of City Council, such findings were presented to City Council. On that date, the City Council of the City of Georgetown, pursuant to § 5-98, 5-99, approved the building official to proceed regarding the above-referenced property designated as a dwelling unfit for human habitation. § 5-96 *et. seq.* (City of Georgetown Code of Ordinances);
6. It appears the owner(s) of record and parties with an interest in the above-referenced property may include \_\_\_\_\_ and \_\_\_\_\_.
7. Any party so minded may file an answer and APPEAR BEFORE THE CITY OF GEORGETOWN CONSTRUCTION BOARD OF APPEALS to give testimony or otherwise answer on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock a.m./p.m. at the Georgetown City Council Chambers, \_\_\_\_\_ Street, Georgetown, S.C., and then and there to be prepared to show cause why, if any, the City should not proceed under of § 5-101, *et seq.*, Georgetown Code of Ordinances, and § 31-15-10, *et seq.*, S.C. Code of Laws.

BY: \_\_\_\_\_

Building Official  
City of Georgetown  
P.O. Drawer 939  
Georgetown, S.C. 29442

\_\_\_\_\_, 20\_\_





2118









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

## ORDINANCE

DOC ID: 2905

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Issue Under Consideration:</b> | Motion to approve an ordinance rezoning 6.01 acres of land, owned by Hickory Knoll, LP, from Residential (R3) to Residential (R4).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Amount Requested:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Is Item in Current Budget?</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• Hickory Knoll was built in 2004 when R3 did not have density maximums. Ordinance of Nov. 2007 made the conditional uses for R3 &amp; 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Hickory Knoll has 54 units.</li> <li>• This density would require R4 zoning to be compliant so they are asking for a rezoning of the property.</li> </ul> |
| <b>Options:</b>                   | Approve or deny the rezoning request from R3 to R4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Staff Recommendation:</b>      | 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 Pending 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*

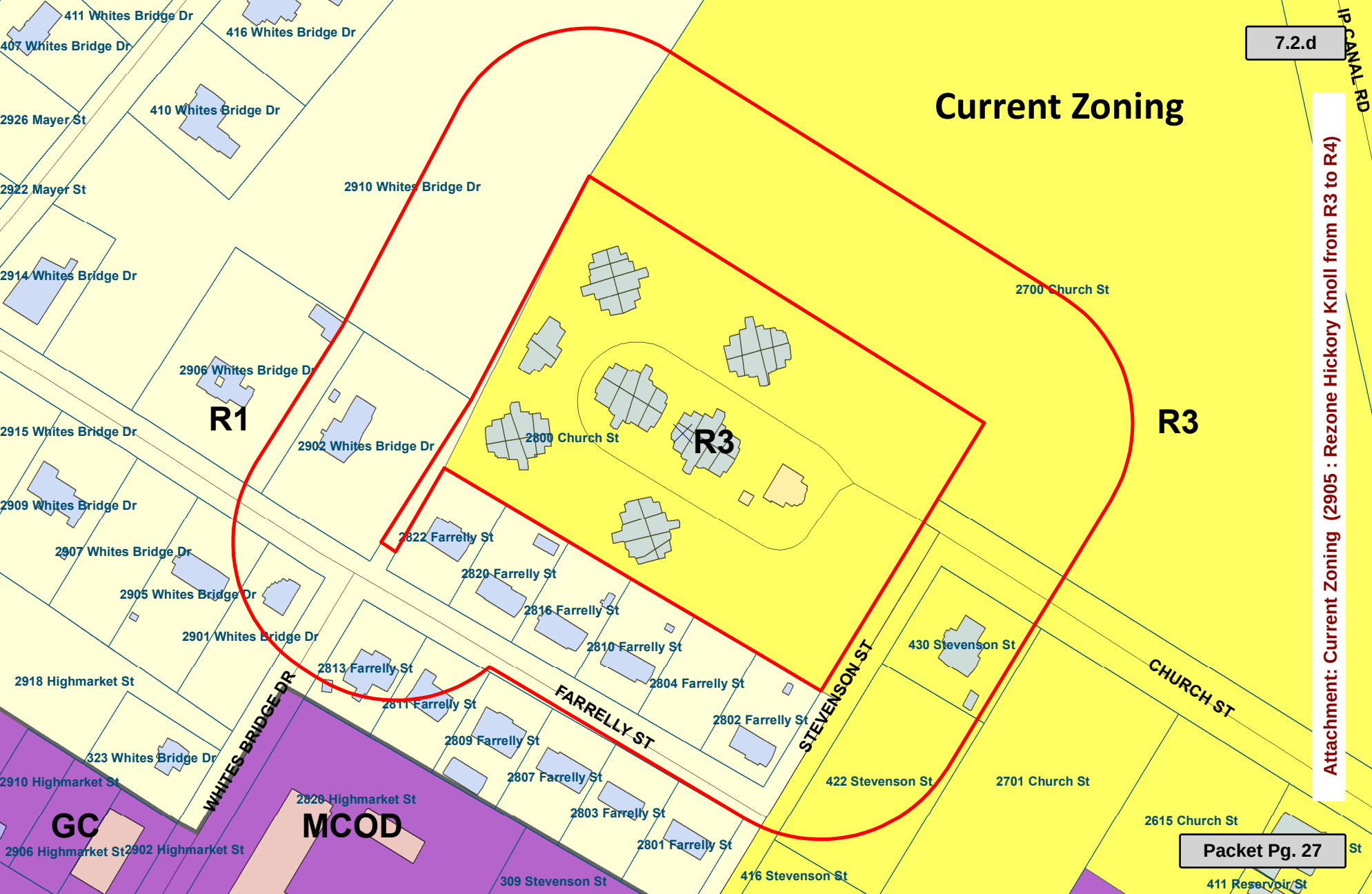
Date

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







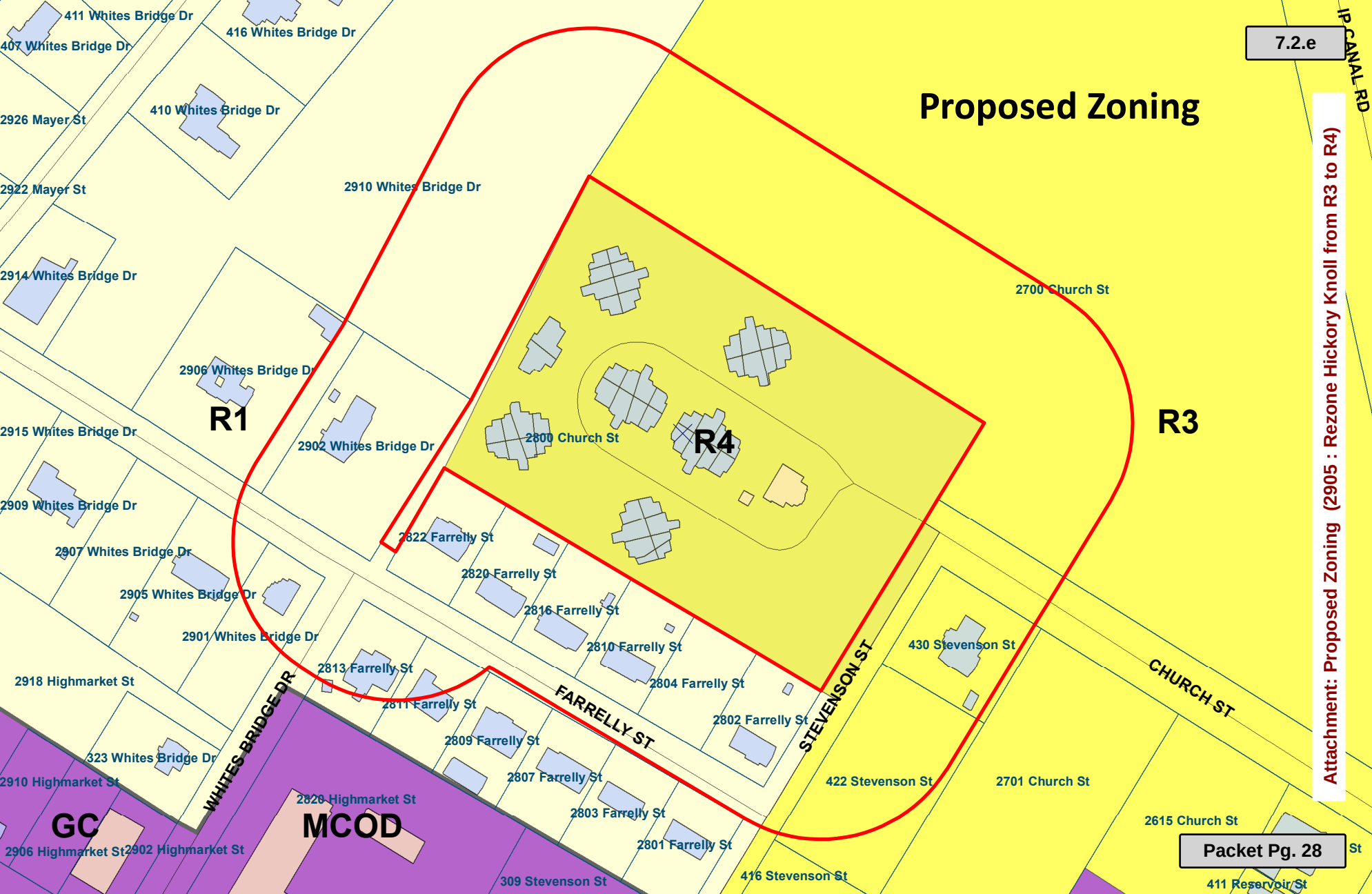


# Current Zoning

7.2.d

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





# Proposed Zoning

7.2.e

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



## 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 <sup>16</sup> | Maximum Height of Structure |
| R1 Residential               | 10,000                                              | --            | 70                                 | 30 <sup>11</sup>                     | 10               | 20               | 15                                                | 35                          |
| R2 Residential               | 8,000 <sup>1</sup>                                  | --            | 60 <sup>2</sup>                    | 30 <sup>11</sup>                     | 10               | 20               | 15                                                | 35                          |
| R3 Residential               | 8,000 <sup>3,12</sup><br>12000 <sup>2,14</sup> (MF) | --            | 60 <sup>4</sup>                    | 30 <sup>11</sup><br>35 <sup>11</sup> | 8<br>30          | 10<br>30         | 12<br>45                                          | 35                          |
| R4 Residential               | 6,000 <sup>3,15</sup><br>10000 <sup>3,15</sup> (MF) | --            | 60 <sup>5</sup>                    | 25 <sup>11</sup><br>25 <sup>11</sup> | 8<br>10          | 10<br>15         | 12<br>15                                          | 35                          |
| R5 Residential <sup>10</sup> | 5,000 <sup>3</sup>                                  | --            | 50                                 | 20 <sup>11</sup>                     | 7 <sup>12</sup>  | 10               | 10.5                                              | 35                          |
| MR Residential <sup>13</sup> | 10,000                                              | --            | 70                                 | 30 <sup>11</sup>                     | 10               | 20               | 15                                                | 35                          |
| IC Commercial                | 2,500                                               | --            | 25                                 | 0 <sup>6</sup>                       | 0 <sup>6</sup>   | 25               | 0 <sup>6</sup>                                    | 35                          |
| CC Commercial                | --                                                  | --            | N/A                                | N/A                                  | N/A <sup>7</sup> | N/A <sup>7</sup> | N/A <sup>7</sup>                                  | 45                          |
| WC Commercial                | 15,000                                              | --            | 70                                 | 30                                   | 10               | 20               | 15                                                | 35                          |
| GC Commercial                | 10,000                                              | --            | 60                                 | 50 <sup>8</sup>                      | 10               | 10               | 15                                                | 35                          |
| NC Commercial                | 6,000                                               | --            | 60                                 | 25                                   | 8                | 10               | 12                                                | 35                          |
| PS Public Service            | 10,000                                              | --            | 60                                 | 50 <sup>8</sup>                      | 10               | 10               | 15                                                | 35                          |
| LI Industrial                | --                                                  | 1             | 100                                | 40                                   | 20               | 20               | 30                                                | 35 <sup>9</sup>             |
| HI Industrial                | --                                                  | 5             | 300                                | 40                                   | 20               | 25               | 30                                                | 35 <sup>9</sup>             |
| 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*

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>                               | November 15, 2007                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department:</b>                                         | Building and Planning                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Issue under Consideration:</b>                          | Request <b>Second Reading</b> 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 <b>R-3 Zoning District</b> .                                                                      |
| <b>Current Status:</b>                                     | 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                                                                                                                               |
| <b>Amount Requested:</b>                                   | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Is Item in Current Budget?</b><br>If no, please explain | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial Impact:</b>                                   | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Points to Consider:</b>                                 | <ul style="list-style-type: none"> <li>• Comprehensive Plan currently being rewritten.</li> <li>• Overcrowding is a concern of Council as well as residents within the R-3 district.</li> <li>• 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.</li> </ul>                                                              |
| <b>Options:</b>                                            | <ul style="list-style-type: none"> <li>• Council could approve 1<sup>st</sup> reading of the amendment as presented.</li> <li>• Council could deny 1<sup>st</sup> reading of the amendment request as presented.</li> <li>• Council could send the request to the Planning Commission for review and recommendation prior to a decision being made.</li> <li>• City Council approved pending ordinance on the amendment September 27, 2007.</li> </ul> |
| <b>Staff Recommendations:</b>                              | 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.                                                                                                                                                                                                                                                                 |
| <b>Attorney Review:</b>                                    | Required for all ordinances                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department Head:</b>                                    | Sabrina Morris                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Date submitted</b>                                      | November 2, 2007                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>List Attachments:</b>                                   | Ordinance for consideration                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Signature of Department Head</b>                        | <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.**

**2<sup>ND</sup> 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.**

**2<sup>nd</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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



## 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

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Issue Under Consideration:</b> | Motion to approve an ordinance amending the City of Georgetown Zoning Ordinance, Article XXI (Redevelopment District).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Amount Requested:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Is Item in Current Budget?</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• The city has been working with Liberty Steel to make sure they can remain open as they go through a \$25 million expansion.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> |
| <b>Options:</b>                   | Approve or deny the text amendments to the REDD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Staff Recommendation:</b>      | 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      Pending      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 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. 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. 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 (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

| Division 1 Introductory Provisions |            |                                                                  |      |
|------------------------------------|------------|------------------------------------------------------------------|------|
| Section                            | Subsection | Title                                                            | Page |
| §2100                              |            | Intent of REDD                                                   | 1    |
| §2101                              |            | Summary of Article Provisions                                    | 1    |
| §2102                              |            | Definitions Applicable to Article                                | 2    |
|                                    | 2102.1     | <i>Abandon (Abandonment)</i>                                     | 3    |
|                                    | 2102.2     | <i>Affordable Housing</i>                                        | 3    |
|                                    | 2102.3     | <i>Building Coverage</i>                                         | 3    |
|                                    | 2102.4     | <i>Cluster Development (Clustering)</i>                          | 3    |
|                                    | 2102.5     | <i>Density</i>                                                   | 3    |
|                                    | 2102.6     | <i>Development Bonus</i>                                         | 3    |
|                                    | 2102.7     | <i>Development Zoning Text</i>                                   | 3    |
|                                    | 2102.8     | <i>Floating Zone</i>                                             | 3    |
|                                    | 2102.9     | <i>Floating Zone District Standards, or “district standards”</i> | 4    |
|                                    | 2102.10    | <i>Force Majeure</i>                                             | 4    |
|                                    | 2102.11    | <i>Heavy Industry</i>                                            | 4    |
|                                    | 2102.12    | <i>Impervious Coverage</i>                                       | 4    |
|                                    | 2102.13    | <i>Impervious Surface</i>                                        | 4    |
|                                    | 2102.14    | <i>Light Industry</i>                                            | 4    |
|                                    | 2102.15    | <i>Net Development Area</i>                                      | 4    |
|                                    | 2102.16    | <i>Nonconforming Lot</i>                                         | 4    |
|                                    | 2102.17    | <i>Nonconforming Feature</i>                                     | 5    |
|                                    | 2102.18    | <i>Nonconforming Structure</i>                                   | 5    |
|                                    | 2102.19    | <i>Nonconforming Use</i>                                         | 5    |
|                                    | 2102.20    | <i>Official Map</i>                                              | 5    |
|                                    | 2102.21    | <i>Open Area</i>                                                 | 5    |
|                                    | 2102.22    | <i>Open Space</i>                                                | 5    |
|                                    | 2102.23    | <i>Park (Active)</i>                                             | 5    |
|                                    | 2102.24    | <i>Park (Passive)</i>                                            | 5    |
|                                    | 2102.25    | <i>REDD Development Plan</i>                                     | 5    |
|                                    | 2102.26    | <i>Retail Store, small</i>                                       | 6    |
|                                    | 2102.27    | <i>Retail Store, medium</i>                                      | 6    |
|                                    | 2102.28    | <i>Retail Store, large</i>                                       | 6    |
|                                    | 2102.29    | <i>Site Plan</i>                                                 | 6    |
|                                    | 2102.30    | <i>RESERVED</i>                                                  | 6    |
|                                    | 2102.31    | <i>Traffic Impact Mitigation Measure</i>                         | 6    |
|                                    | 2102.32    | <i>Traffic Impact Study</i>                                      | 6    |
|                                    | 2102.33    | <i>Water Oriented Uses</i>                                       | 6    |
| §§2103-2119                        |            | Reserved                                                         | 6    |
| Division 2 Redevelopment Districts |            |                                                                  |      |
| Section                            | Subsection | Title                                                            | Page |
| §2120                              |            | Creation of Redevelopment Districts                              | 7    |
|                                    | 2120.1     | <i>REDD Districts</i>                                            | 7    |
|                                    | 2120.2     | <i>District Citation</i>                                         | 7    |



|             |        |                                                  |    |
|-------------|--------|--------------------------------------------------|----|
|             | 2120.3 | <i>District Assignment</i>                       | 7  |
| §2121       |        | REDD-B District                                  | 7  |
|             | 2121.1 | <i>District Intent</i>                           | 7  |
|             | 2121.2 | <i>Eligibility for Designation</i>               | 7  |
|             | 2121.3 | <i>REDD-B Dimensional and Density Standards</i>  | 7  |
|             | 2121.4 | <i>Uses</i>                                      | 8  |
| §2122       |        | REDD-F1 District                                 | 8  |
|             | 2122.1 | <i>District Intent</i>                           | 8  |
|             | 2122.2 | <i>Eligibility for Designation</i>               | 9  |
|             | 2122.3 | <i>REDD-F1 Dimensional and Density Standards</i> | 9  |
|             | 2122.4 | <i>Uses</i>                                      | 10 |
| §2123       |        | REDD-F2 District                                 | 10 |
|             | 2123.1 | <i>District Intent</i>                           | 10 |
|             | 2123.2 | <i>Eligibility for Designation</i>               | 10 |
|             | 2123.3 | <i>REDD-F2 Dimensional and Density Standards</i> | 10 |
|             | 2123.4 | <i>Uses</i>                                      | 11 |
| §2124       |        | REDD-F3 District                                 | 11 |
|             | 2124.1 | <i>District Intent</i>                           | 11 |
|             | 2124.2 | <i>Eligibility for Designation</i>               | 11 |
|             | 2124.3 | <i>REDD-F3 Dimensional and Density Standards</i> | 11 |
|             | 2124.4 | <i>Uses</i>                                      | 12 |
| §2125       |        | Summary of Dimensional and Density Standards     | 12 |
| §§2126-2129 |        | Reserved                                         | 12 |

### Division 3 General Provisions Governing REDD Districts

| Section     | Subsection | Title                                                           | Page |
|-------------|------------|-----------------------------------------------------------------|------|
| §2130       |            | Heavy Industrial Uses Prohibited in REDD Districts              | 13   |
| §2131       |            | Alternate Development Options Retained                          | 13   |
| §2132       |            | Affect of the Design Overlay District                           | 13   |
| §2133       |            | REDD District Subject to Other Requirements of Zoning Ordinance | 13   |
| §§2134-2139 |            | Reserved                                                        | 13   |

### Division 4 Use Standards

| Section | Subsection | Title                                              | Page |
|---------|------------|----------------------------------------------------|------|
| §2140   |            | Classification of Use in the REDD                  | 14   |
|         | 2140.1     | <i>Referral to Zoning Administrator</i>            | 14   |
|         | 2140.2     | <i>Decision of Zoning Administrator</i>            | 14   |
|         | 2140.3     | <i>Appeals</i>                                     | 14   |
|         | 2140.4     | <i>Referral of Unlisted Uses</i>                   | 14   |
|         | 2140.5     | <i>Unlisted Uses are Prohibited</i>                | 14   |
| §2141   |            | Use Types                                          | 14   |
| §2142   |            | Use Table                                          | 15   |
| §2143   |            | Use Conditions                                     | 17   |
|         | 2143.1     | <i>Light Industry</i>                              | 17   |
|         | 2143.2     | <i>Multi-Family</i>                                | 17   |
|         | 2143.3     | <i>Retail Store, large</i>                         | 17   |
| §2144   |            | Special Exception Required for High Intensity Uses | 18   |



|             |          |    |
|-------------|----------|----|
| §§2145-2149 | Reserved | 18 |
|-------------|----------|----|

### Division 5 Supplemental Standards

| Section | Subsection | Title                                                        | Page |
|---------|------------|--------------------------------------------------------------|------|
| §2150   |            | Fences and Walls                                             | 19   |
| §2151   |            | Screening of Nonconforming Heavy Industrial Uses Required    | 19   |
| §2152   |            | Outdoor Storage and Display                                  | 19   |
| §2153   |            | Signs                                                        | 19   |
|         | 2153.1     | <i>Review, Permitting, and Enforcement</i>                   | 19   |
|         | 2153.2     | <i>Permitted Signs in REDD-B and REDD-F1</i>                 | 19   |
|         | 2153.3     | <i>Permitted Signs in the REDD-F2 and REDD-F3</i>            | 20   |
| §2154   |            | Parking and Access Standards                                 | 20   |
| §2155   |            | Application of District Standards; Clustering                | 20   |
| §2156   |            | Frontage Requirements in the REDD                            | 20   |
| §2157   |            | Exception for Small Lots in REDD-B and REDD-F1               | 20   |
| §2158   |            | Development Bonuses Available in REDD-F2 and REDD-F3         | 21   |
|         | 2158.1     | <i>Development Bonus Available for Certain Improvements</i>  | 21   |
|         | 2158.2     | <i>Application and Recommendation of Planning Commission</i> | 22   |
|         | 2158.3     | <i>Approval of Development Bonus</i>                         | 22   |
| §2159   |            | Reserved                                                     | 22   |

### Division 6 REDD Architectural and Design Standards

| Section     | Subsection | Title    | Page |
|-------------|------------|----------|------|
| §§2160-2169 |            | Reserved | 23   |

### Division 7 REDD Nonconformity Standards

| Section | Subsection | Title                                                          | Page |
|---------|------------|----------------------------------------------------------------|------|
| §2170   |            | General Provisions Governing Nonconformities in REDD Districts | 24   |
|         | 2170.1     | <i>Applicability</i>                                           | 24   |
|         | 2170.2     | <i>Continuance</i>                                             | 24   |
|         | 2170.3     | <i>Determination of Nonconformity Status</i>                   | 24   |
|         | 2170.4     | <i>Reserved</i>                                                | 24   |
|         | 2170.5     | <i>Incidental Repairs and Maintenance</i>                      | 24   |
|         | 2170.6     | <i>Change of Tenancy or Ownership</i>                          | 24   |
| §2171   |            | Nonconforming Uses                                             | 24   |
|         | 2171.1     | <i>Expansion</i>                                               | 24   |
|         | 2171.2     | <i>Change of Use</i>                                           | 24   |
|         | 2171.3     | <i>Abandonment and Loss of Nonconforming Status</i>            | 24   |
|         | 2171.4     | <i>Damage or Destruction and Loss of Nonconforming Status</i>  | 25   |
|         | 2171.5     | <i>Accessory Uses</i>                                          | 25   |
|         | 2171.6     | <del>Reserved</del> <i>Discontinuance in Use</i>               | 25   |
|         | 2171.7     | <i>Reserved</i>                                                | 26   |
| §2172   |            | Nonconforming Structures                                       | 26   |
|         | 2172.1     | <i>Use</i>                                                     | 26   |
|         | 2172.2     | <i>Expansion</i>                                               | 26   |
|         | 2172.3     | <i>Moving or Relocation</i>                                    | 26   |
|         | 2172.4     | <i>Damage or Destruction and Loss of Nonconforming Status</i>  | 26   |



|            |        |                                              |    |
|------------|--------|----------------------------------------------|----|
| §2173      |        | Nonconforming Lots                           | 26 |
|            | 2173.1 | <i>Vacant Lots</i>                           | 26 |
|            | 2173.2 | <i>Lots with Building(s) or Structure(s)</i> | 26 |
| §2174      |        | Nonconforming Features                       | 27 |
| §2175-2179 |        | Reserved                                     | 27 |

### Division 8 REDD Zoning and Floating Zone Approval Process

| Section     | Subsection | Title                                                      | Page |
|-------------|------------|------------------------------------------------------------|------|
| §2180       |            | REDD-B and REDD-F1                                         | 28   |
| §2181       |            | REDD-F2 and REDD-F3                                        | 28   |
|             | 2181.1     | <i>Sketch Plan Prepared</i>                                | 28   |
|             | 2181.2     | <i>Sketch Plan Review</i>                                  | 28   |
|             | 2181.3     | <i>Contents of Proposed Floating Zone</i>                  | 28   |
|             | 2181.4     | <i>Planning Commission Review; Hearing; Recommendation</i> | 30   |
|             | 2181.5     | <i>Action by the City Council</i>                          | 31   |
| §2182       |            | Reversion                                                  | 31   |
| §2183       |            | REDD Districts Subject to Land Development Regulations     | 31   |
| §2184       |            | Permitting                                                 | 31   |
| §2185       |            | REDD-F2 and REDD-F3 Floating Zone Amendments               | 31   |
|             | 2185.1     | <i>Minor Amendments</i>                                    | 31   |
|             | 2185.2     | <i>Major Amendments</i>                                    | 32   |
| §§2186-2199 |            | Reserved                                                   | 32   |

### AMENDMENTS TO SECTIONS 514, 1301, AND 1504

| Section | Subsection | Title                              | Page |
|---------|------------|------------------------------------|------|
| §514    |            | One Principal Use on a Lot         | 33   |
| §1301   |            | Delineation of District Boundaries | 33   |
| §1504   |            | Powers                             | 34   |



## 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<br>Summary of REDD Districts      |                                |                                  |                                                  |                                                  |
|----------------------------------------------|--------------------------------|----------------------------------|--------------------------------------------------|--------------------------------------------------|
| STANDARDS                                    | Base District                  | Floating Zones                   |                                                  |                                                  |
|                                              | REDD-B                         | REDD-F1                          | REDD-F2                                          | REDD-F3                                          |
| Development Plan (DP) Required               | NO<br>(Site Plan Required)     | NO<br>(Site Plan Required)       | YES                                              | YES                                              |
| Development Zoning Text (ZT) Required        | NO<br>Standards Set by Article | NO<br>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<br>By Special Exception Only | YES<br>If Authorized by the District's Standards | YES<br>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 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<br><b>Summary of REDD District Dimensional &amp; Density Standards</b> |                      |                       |                   |                |
|-----------------------------------------------------------------------------------|----------------------|-----------------------|-------------------|----------------|
| <b>STANDARDS</b>                                                                  | <b>Base District</b> | <b>Floating Zones</b> |                   |                |
|                                                                                   | <b>REDD-B</b>        | <b>REDD-F1</b>        | <b>REDD-F2</b>    | <b>REDD-F3</b> |
| 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<br>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:

| <b>Table 2158</b><br><b>Schedule of Development Bonuses</b>                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                    |                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Improvement</b>                                                                                                                                                                                                                                                                                                            | <b>Development Bonus</b>                                                                                                                                                                                           | <b>Maximum Development Bonus</b>                                                                                                                            |
| <b>Parks and Pedestrian Trails:</b> 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. |
| <b>Waterfront Parks and Pedestrian Trails:</b> 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.         |
| <b>Street Dedication:</b> 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.          |
| <b>Affordable Housing:</b> 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). |  |
|---------------------------------------------------------------------|------------------------------------|--|

**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. 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. 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

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Issue Under Consideration:</b> | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Amount Requested:</b>          | \$38,100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Is Item in Current Budget?</b> | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>If no, please explain:</b>     | The incentives that Council voted for on the November 21 <sup>st</sup> Special Meeting are reimbursable at the end of the project. They can be budgeted for next fiscal year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• The Economic Incentive Ordinance (Dec. 15, 2016) states that incentives shall be done by resolution or ordinance.</li> <li>• 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.</li> <li>• They drafted an economic incentives agreement which includes two incentives: 50% of permit fees and 50% of gross development business license fees.</li> <li>• 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.</li> <li>• The project is in a designated Economic Opportunity Zone.</li> <li>• Beverly Homes estimates that they will be investing \$10.2 million (Phase 1) and \$5.44 million (Phase 2) into our economy.</li> <li>• Current value of taxable property is about \$2,760,000, and when project is complete the value</li> </ul> |



|                               |                                                                                                                                                 |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | will be about \$20,700,000.                                                                                                                     |
| <b>Options:</b>               | Approve or deny the ordinance for an Economic Incentive Agreement with Beverly Homes.                                                           |
| <b>Staff Recommendations:</b> | Staff recommends approving the ordinance to coincide with Council's approval by a vote of 4-2 at the November 21 <sup>st</sup> 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 Pending 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”);

### 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 \_\_\_\_\_, 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](mailto: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

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Issue Under Consideration:</b> | 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                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Amount Requested:</b>          | Approximately \$47,321                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Is Item in Current Budget?</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• This is the ordinance to approve the Incentive Agreement for the Bowtie, LLC Richmond Place Apartment Complex.</li> <li>• This is a new 128-unit apartment complex going behind the Post Office.</li> <li>• 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.</li> <li>• Nothing has changed with this Incentive Agreement, just need to adopt it by ordinance.</li> </ul> |
| <b>Options:</b>                   | Approve or deny ordinance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Staff Recommendations:</b>     | 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 Pending 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)



|               |                                                  |     |
|---------------|--------------------------------------------------|-----|
| ARTICLE I     | DEFINITIONS.....                                 | 1   |
| Section 1.01. | Definitions.....                                 | 1   |
| Section 1.02. | References to Agreement.....                     | 3   |
| ARTICLE II    | REPRESENTATIONS AND WARRANTIES.....              | 3   |
| Section 2.01. | Representations and Warranties by City.....      | 3   |
| Section 2.02. | Representations and Warranties by Company.....   | 3   |
| ARTICLE III   | COVENANTS OF COMPANY.....                        | 4   |
| Section 3.01. | Minimum Contractual Investment Requirement.....  | 4   |
| Section 3.02. | Investment in Project.....                       | 4   |
| Section 3.03. | Use of Project for Lawful Activities.....        | 4   |
| Section 3.04. | Maintenance of Existence.....                    | 5   |
| ARTICLE IV    | COVENANTS OF THE CITY – ECONOMIC INCENTIVES..... | 6   |
| Section 4.01. | City-Provided In-Kind Infrastructure.....        | 6   |
| Section 4.02. | City Incentives.....                             | 6   |
| ARTICLE V     | TERM; TERMINATION.....                           | 6   |
| Section 5.01. | Term.....                                        | 6   |
| Section 5.02. | Termination.....                                 | 7   |
| ARTICLE VI    | EVENTS OF DEFAULT AND REMEDIES.....              | 7   |
| Section 6.01. | Events of Default.....                           | 7   |
| Section 6.02. | Remedies on Event of Default.....                | 7   |
| Section 6.03. | Default by City.....                             | 8   |
| ARTICLE VII   | MISCELLANEOUS.....                               | 8   |
| Section 7.01. | Rights and Remedies Cumulative.....              | 8   |
| Section 7.02. | Successors and Assigns.....                      | 8   |
| Section 7.03. | Notices; Demands; Requests.....                  | 9   |
| Section 7.04. | Applicable Law.....                              | 10  |
| Section 7.05. | Entire Understanding.....                        | 10  |
| Section 7.06. | Severability.....                                | 10  |
| Section 7.07. | Headings and Table of Contents; References.....  | 10  |
| Section 7.08. | Multiple Counterparts.....                       | 10  |
| Section 7.09. | Amendments.....                                  | 10  |
| Section 7.10. | Waiver.....                                      | 10  |
| EXHIBIT A     | LAND DESCRIPTION.....                            | A-1 |
| EXHIBIT B     | WATER LINE EXTENSION.....                        | A-2 |



## 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.

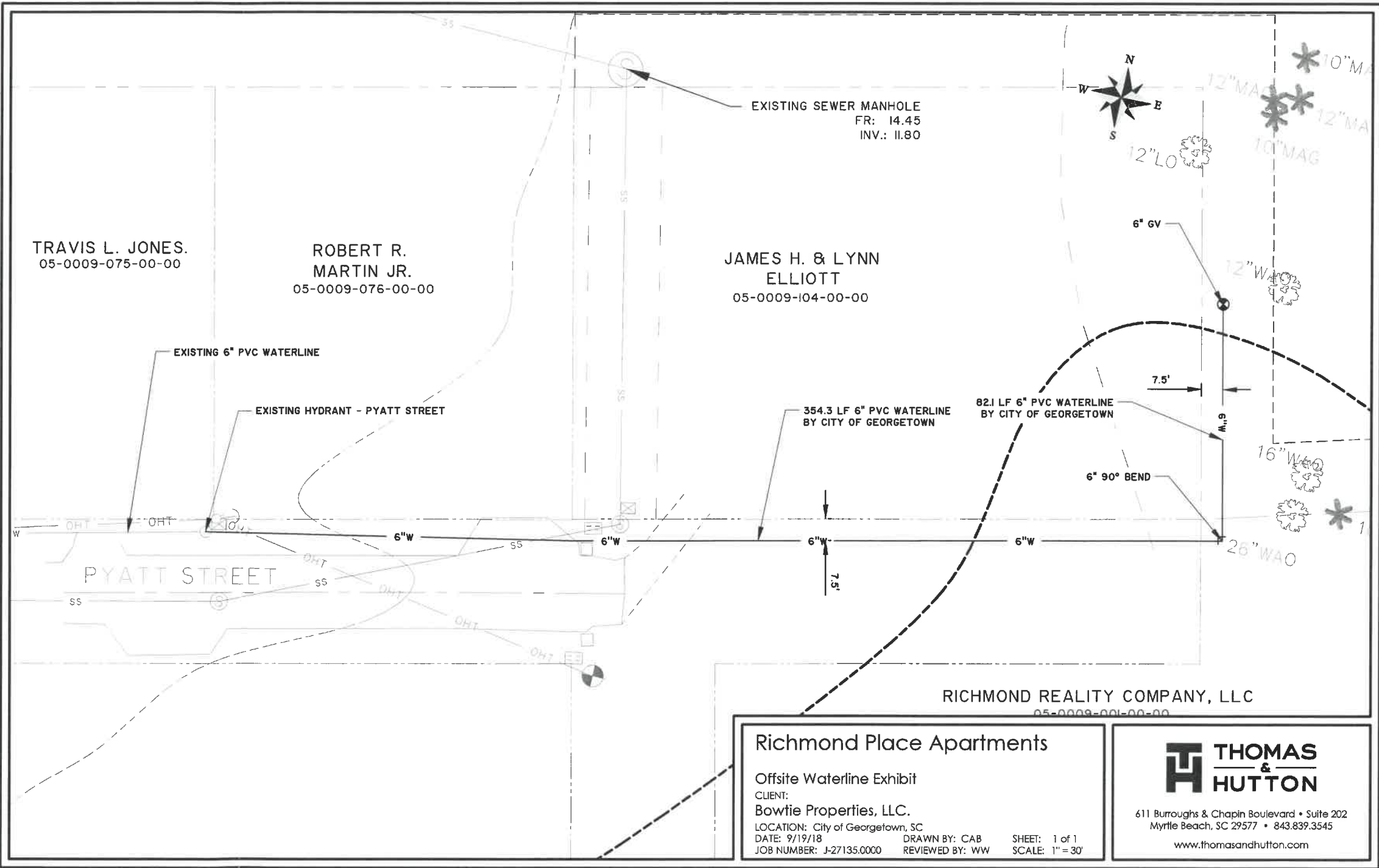


**EXHIBIT B**  
**WATER LINE EXTENSION**

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



Z:\27135\27135.0000\Engineering\Drawings\Exhibit\27135.0000 - georgetown water exhibit.dwg - Sep 20, 2018 - 8:45:48 AM







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

## RESOLUTION

DOC ID: 2907

|                                   |                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                    |
| <b>Issue Under Consideration:</b> | Motion to approve a resolution to Habitat for Humanity for \$35,000 to fix and repair homes in the City of Georgetown.                                                                                                                                                                                                                                                               |
| <b>Amount Requested:</b>          | \$35,000                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• The City of Georgetown budgets an annual fund of \$75,000 for dilapidated structures.</li> <li>• Habitat for Humanity now fixes and repairs dilapidated structures that need work.</li> <li>• They are asking for \$35,000 from our dilapidated structures budget to help the citizens of Georgetown fix and repair their homes.</li> </ul> |
| <b>Options:</b>                   | Approve or deny the transfer of budgeted funds to Habitat.                                                                                                                                                                                                                                                                                                                           |
| <b>Staff Recommendations:</b>     | Staff recommends approving the \$35,000 for Habitat.                                                                                                                                                                                                                                                                                                                                 |

### Reviews:

Angela Rambeau Completed 12/09/2019 1:34 PM

Sandra E. Yudice Ph.D. Completed 12/09/2019 4:59 PM

Stephanie Buccione Completed 12/10/2019 4:40 PM

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

### Attachments:

1. a Resolution of Public Purpose (PDF)
2. b Crosby OS-10426 FINAL Opinion 12-11-2019 (PDF)
3. c COG Demo Information (PDF)



**MOTION TO APPROVE A RESOLUTION TO HABITAT FOR HUMANITY FOR \$35,000 TO  
FIX AND REPAIR HOMES IN THE CITY OF GEORGETOWN.**



|                                |   |                       |
|--------------------------------|---|-----------------------|
| <b>STATE OF SOUTH CAROLINA</b> | ) | <b>RESOLUTION OF</b>  |
|                                | ) | <b>PUBLIC PURPOSE</b> |
| <b>CITY OF GEORGETOWN</b>      | ) |                       |

**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**, in 2003, City Council approved the West End Redevelopment Plan focusing on revitalization, and in 2016, appointed a West End Redevelopment subcommittee, which reported neighborhood improvement goals including: “encourage development of new or renovated housing at mixed costs to promote a community with mixed incomes”; and “upgrade under-maintained housing to make it more livable;” and

**WHEREAS**, the Housing Element of the City’s Comprehensive Plan includes: “An aging housing stock will present special challenges for the city in the areas of property maintenance, rehabilitation, and dilapidated housing removal. The city needs to adopt and refine procedures for addressing the challenges presented by an aging housing stock”; and, “As home values are not solely dependent upon an individual property but are more dependent on the neighborhood in which a home is located, concentration should be given on the neighborhood level to address the needs of...Property maintenance, rehabilitation, and dilapidated housing removal...”; and

**WHEREAS**, the City has adopted a nuisance abatement ordinance to address dilapidated houses unfit for human habitation; and

**WHEREAS**, Habitat for Humanity of Georgetown County created a pilot project “Habitat Georgetown Repairs and Revitalizes” to facilitate making repairs to existing owner-occupied homes in the West End neighborhood whose owners are unable to make the repairs and are eligible under Habitat’s requirements and has presented a proposal for the City to partner in the purchase of materials to be used for exterior revitalization projects visible to the public; and

**WHEREAS**, improving exterior conditions of dilapidated homes would prevent further deterioration that could render the homes unfit to habitate; and

**WHEREAS**, the City Council is duly empowered to expend public funds for public purposes; and

**WHEREAS**, the City desires to enter into an agreement with Habitat for Humanity for the “Habitat Georgetown Repairs and Revitalizes” program (“the Program”);

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



I. (a) the Habitat for Humanity “Georgetown Repairs and Revitalizes” Program is anticipated to benefit the general public welfare of the City by providing housing improvement, neighborhood revitalization, and aesthetic improvement, and other public benefits not otherwise adequately provided for;

(b) the revitalization of this area is a significant priority and public purpose;

(c) the purposes to be accomplished are proper governmental and public purposes;

(d) the benefits of the Program to the public are greater than the cost;

(e) it has evaluated the Program considering relevant and required factors, including, but not limited to, the anticipated dollar amount and the anticipated costs and benefits to the City, and all other criteria prescribed by law;

(f) The City affirms its participation in the Project is consistent with Articles V and X of the South Carolina Constitution, that public funds from the General Fund will be applied strictly in connection with the City’s public purpose of redevelopment, revitalization, and elimination of blight, and the primary benefit of the City’s participation will be to the citizenry and the City as a whole, rather than the private property owners;

(g) The City affirms Habitat for Humanity will be performing a function of the City in receiving and expending public funds and the benefit to the private homeowners is incidental to the benefits received by the City as a whole.

II. The City Administrator is authorized and directed to finalize and execute the Agreement.

III. 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 \_\_\_\_\_ 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

Attachment: Resolution of Public Purpose (2907 : Resolution for Habitat for \$35,000 to repair homes)





ALAN WILSON  
ATTORNEY GENERAL

December 11, 2019

Ms. Elise F. Crosby  
City Attorney  
City of Georgetown  
P.O. Box 939  
Georgetown, South Carolina 29442

Dear Ms. Crosby:

We received your letter requesting an opinion of this Office concerning a proposed public-private partnership between the City of Georgetown (the "City") and Habitat for Humanity. In your letter, you state:

In August 2019, Habitat for Humanity of Georgetown County created a pilot project "Habitat Georgetown Repairs and Revitalizes" to facilitate making repairs to existing owner-occupied homes in the West End neighborhood whose owners are unable to make the repairs and are eligible under Habitat's requirements . . . .

The City Council expects to consider participation in the program through a public-private partnership with Habitat for Humanity by voting at its regular meeting December 19, 2019, on a contract proposal for the payment of up to \$35,000 to Habitat for program implementation. Terms the City would include in a contract include provisions that city monies used for work on private property would be used for purchase of materials to be used for exterior revitalization projects visible to the public . . . .

The funding for the program would come from the City's General Fund, included in the Department of Housing and Community Development's budget designated to address dilapidated housing.

Based on this information, you ask

[m]ay the City Council authorize payment of public funds budgeted from the General Fund for the Department of Housing and Community Development to be paid to Habitat for Humanity to fund Habitat's purchase of materials for

Attachment: Crosby OS-10426 FINAL Opinion 12-11-2019 (2907 : Resolution for Habitat for \$35,000 to repair homes)



Ms. Elise F. Crosby  
 Page 2  
 December 11, 2019

improvements and repairs to private homes in an area the City has designated for revitalization?

If so, what if any role may the City take in identifying or selecting applicants?

### Law/Analysis

As you mentioned in your letter, section 5 of article X of the South Carolina Constitution (2009) provides: “No tax, subsidy or charge shall be established, fixed, laid or levied, under any pretext whatsoever, without the consent of the people or their representatives lawfully assembled. Any tax which shall be levied shall distinctly state the public purpose to which the proceeds of the tax shall be applied.” Accordingly, any expenditure made by the City must be made for a public purpose. In Anderson v. Baehr, 265 S.C. 153, 162, 217 S.E.2d 43, 47 (1975), our Supreme Court described “public purpose” as follows:

The courts have, as a rule, been reluctant to attempt to define public purpose as contrasted with a private purpose, but have generally left each case to be determined on its own peculiar circumstances. As a general rule a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents, or at least a substantial part thereof. Legislation does not have to benefit all of the people in order to serve a public purpose. At the same time legislation is not for a private purpose as contrasted with a public purpose merely because some individual makes a profit as a result of the enactment.

In addition, section 11 of article X of the South Carolina Constitution (2009) provides “[t]he credit of neither the State nor of any of its political subdivisions shall be pledged or loaned for the benefit of any individual, company, association, corporation, or any religious or other private education institution except as permitted by Section 3, Article XI of this Constitution.” This Section has been interpreted to prohibit the expenditure of public funds or resources for the primary benefit of private parties. See State ex rel. McLeod v. Riley, 276 S.C. 323, 329, 278 S.E.2d 612, 615 (1981), overruled on other grounds by WDW Prop. v. City of Sumter, 342 S.C. 6, 535 S.E.2d 631 (2000).

As we stated in several opinions, the determination of whether a specific expenditure is for a public purpose is a question of fact. Op. Att’y Gen., 1997 WL 569010 (S.C.A.G. July 16, 1997); Op. Att’y Gen., 1995 WL 803662 (S.C.A.G. May 19, 1995). This Office cannot make factual determinations in a legal opinion. Op. Att’y Gen., 1995 WL 803662 (S.C.A.G. May 19, 1995). However, as stated by Supreme Court: “It is uniformly held by courts throughout the land that the determination of public purpose is one for the legislative branch. This has been made manifest in a long line of decisions of this Court.” Nichols v. S.C. Research Auth., 290 S.C. 415, 426, 351 S.E.2d 155, 161 (1986). Accordingly, the City must decide whether providing funds to



Ms. Elise F. Crosby  
 Page 3  
 December 11, 2019

Habitat for Humanity (“Habitat”) serves a public purpose considering both sections 5 and 11 of article X.

Under the circumstances presented in your letter, the City is considering contracting with Habitat to purchase materials and to perform the repairs on private residences located in an area targeted for revitalization. In a prior opinion, we considered whether a city could contract with a private entity to provide recreation programs for city residents. Acknowledging the constitutional provisions cited above, we noted:

Courts in other jurisdictions have permitted appropriations to private entities which use funds to perform a proper “function for the state.” Dickman v. Defenbacher, 128 N.E.2d 59 (Ohio 1955); Bedford County Hospital v. Browning, 225 S.W.2d 41 (Tenn. 1949); People v. Green, 47 N.E.2d 465 (Ill. 1943); Hager v. Kentucky Children’s Home Society, 83 S.W.2d 605 (Ky. 1904). In such cases, the direct appropriation of public funds to these private entities is, in effect, an exchange of value which results in the performance by those entities of a public function for the State.

Op. Att’y Gen., 1997 WL 87873 (S.C.A.G. Jan. 8, 1997). Finding “recreation is an appropriate function for the expenditure of public funds,” we opined that “public funds may ordinarily be expended for recreation.” Id.

Accordingly, the City may appropriate funds to a nonprofit, such as Habitat, so long as those funds are used to perform a function of the City. Thus, we must consider whether the City may purchase materials and repair private homes. In other opinions, this Office opined that public equipment and labor cannot be used on private property. In a 1978 opinion, we advised that installing water service lines on private property owned and used by an eleemosynary corporation is precluded because it “cannot be construed as serving a public purpose.” Op. Att’y Gen., 1978 WL 34976 (S.C.A.G. July 11, 1978). Similarly, in 2015, we advised that public funds and equipment could not be used to perform work on private property to repair driveways damaged as a result of a flood. Op. Att’y Gen., 2015 WL 7573851 (S.C.A.G. Nov. 2, 2015). In each of these opinions, we based our opinions on the fact that the private parties would primarily benefit from these efforts.

In your letter, you mention the City enacted a nuisance abatement ordinance to address dilapidated houses unfit for human habitation. You state the City Council could “make a finding . . . that improving exterior conditions would prevent further deterioration that could render the homes unfit to habitate.” You also state that in 2003, City Council approved the West End Redevelopment Plan aimed at revitalizing the neighborhood the Habitat project targets. You indicate the partnership could encourage redevelopment furthering the aims of the Redevelopment Plan. Lastly, you informed us that the City’s Comprehensive Plan states the City needs to address the challenges associated with its aging housing stock and provides “As home values are not solely dependent upon an individual property, but are more dependent on the



Ms. Elise F. Crosby  
 Page 4  
 December 11, 2019

neighborhood in which a home is located, concentration should be given on the neighborhood level to address the needs of . . . Property maintenance, rehabilitation, and dilapidated housing removal.”

In Wolper v. City Council of City of Charleston, 287 S.C. 209, 336 S.E.2d 871 (1985) our Supreme Court considered whether redevelopment of blighted areas serves a public purpose. The Court concluded: “The elimination of decaying and unhealthy areas within a city directly benefits the public.” Id. at 216, 336 S.E.2d at 875. In addition, while discussing the benefit to a developer of the blighted area, the Court continued on to state “an incidental benefit to private individuals is not fatal to a finding of public purpose.” Id.

Based on the authority cited above, an argument can be made that appropriating funds to Habitat furthers redevelopment, which is a recognized public purpose by our Supreme Court. However, because the proposed appropriation would directly benefit private property owners, we caution the City to carefully weigh whether the primary benefit is to the property owners or the City as a whole.

In addition to asking us about the efficacy of an appropriation to Habitat, you also inquire as whether the City may participate in identifying or selecting applicants for the program. As we mentioned above, the City must consider whether it is appropriating funds to Habitat for a City function. If the City is simply paying Habitat to purchase materials and make repairs the City could perform directly, then we do not find any reason why the City could not be involved in identifying and selecting applicants to receive the repairs. Moreover, the City’s involvement in the selection of applications could help to insure the applications selected are ones that will provide the greatest benefit the City.

### Conclusion

The determination of whether a particular expenditure of City funds satisfies a public rather than a private purpose involves a determination of the facts. This Office has no jurisdiction or authority to determine facts. Op. Att’y Gen., 2005 WL 2250209 (S.C.A.G. Aug. 31, 2005) (“[A]n opinion of the Attorney General cannot investigate or determine facts.”). Only the City, after considering all of the relevant facts and circumstances, can determine whether to expend public funds. However, we note the City must consider the public purpose for which the expenditure is made and whether in this case, it primarily benefits the homeowners or the City as a whole. If the City determines Habitat is simply performing a function of the City in exchange for the appropriation and the benefit received by the homeowners is incidental to that received by the City, we believe the City could be involved in the selection of applicants to receive the repairs in order to insure the greatest benefit for the City.



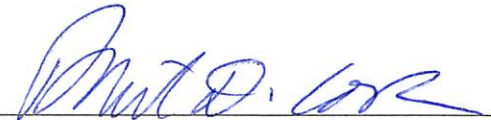
Ms. Elise F. Crosby  
Page 5  
December 11, 2019

Sincerely,



Cydney Milling  
Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook  
Solicitor General



## DEMO INFO

|                            | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| # of demo permits          | 24          | 10          | 10          | 12          | 15          | 14          |
| #of city demo bid requests | 5           | 6           | 1           | 2           | 6           | 0*          |
| Amount spent               | \$4,000.00  | \$42,367.00 | \$44,970.84 | \$25,870.00 | \$27,225.00 | \$7,250.00  |

2019\*      1 request to go before the CBA in December (Approved)  
                  3 to go before Council for approval in December  
                  3 currently pending title work





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

## ACTION ITEM

DOC ID: 2910

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Issue Under Consideration:</b> | Motion to approve an agreement between the City of Georgetown and the South Carolina Emergency Management Division (SCEMD) for Hazard Mitigation Grant Program (HMGP) #4286-DR-SC Project 0005, awarded to the City on August 5, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Amount Requested:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Is Item in Current Budget?</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>As part of the National Flood Insurance Program (NFIP) and Credit Rating System (CRS) we are required to help citizens apply for Hazard Mitigation Grants through SCEMD.</li> <li>Ken Gaiser of 2019 Asbury Street in Maryville applied for a Hazard Mitigation Grant Program (HMGP) grant to elevate his home, which is located in a Special Flood Hazard Area (SFHA).</li> <li>On August 5, 2019 the state, SCEMD, awarded this home elevation grant in the amount of \$115,990. Of that, 75% (\$86,992.50) being FEMA funded and 25% (\$28,997.50) being homeowner funded.</li> <li>Council approved an ordinance in 2017 for HMGP grants which made it so the city does not come out of pocket to be the subrecipient for these grants. This is the agreement between the City and SCEMD to be the subrecipient for this grant.</li> </ul> |
| <b>Options:</b>                   | Approve or deny the agreement with SCEMD to move forward with the HMGP grant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Staff Recommendation:</b>      | Staff recommend approving the agreement for HMGP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### Reviews:

Angela Rambeau Completed 12/11/2019 11:24 AM  
 Finance Completed 12/11/2019 12:15 PM  
 City Attorney Completed 12/11/2019 2:39 PM  
 Sandra E. Yudice Ph.D. Completed 12/11/2019 4:50 PM  
 Stephanie Buccione Completed 12/11/2019 5:23 PM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

### Attachments:

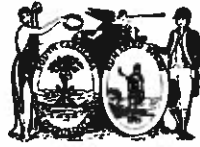
Updated: 12/11/2019 11:07 AM by Matt Millwood (Page 1)



1. a State - City HMGP Agreement Signed 11\_13\_19 (PDF)
2. b 4286-0005-R Georgetown Elevation Approval letter (PDF)



**The State of South Carolina  
Military Department**



**OFFICE OF THE ADJUTANT GENERAL**

R. Van McCarty  
MAJOR GENERAL  
THE ADJUTANT GENERAL

November 11, 2019

Ms. Sandra E. Yudice, Ph. D.  
City Administrator  
City of Georgetown  
120 North Fraser Street  
Georgetown, South Carolina 29440

RE: FEMA-4286-DR-SC HMGP Project 5 R3 City of Georgetown Structure Elevation 2019  
Asbury Street

Dear Ms. Yudice:

The South Carolina Emergency Management Division (SCEMD) at the request of the City of Georgetown has amended the Recipient-Subrecipient Agreement for the above-referenced subgrant awarded by the Federal Emergency Management Agency (FEMA).

The Recipient-Subrecipient Agreement must be signed by both organizations. Please sign both copies of the agreement and retain one for your records. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. If you have any questions or concerns, contact Elizabeth Melton, State Hazard Mitigation Officer, at 803-737-8643 or [emelton@emd.sc.gov](mailto:emelton@emd.sc.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Stenson'.

Kim Stenson  
Director

KS/rs  
Enclosure

**Emergency Management Division**  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 Fax (803) 737-8570





## SOUTH CAROLINA

### EMERGENCY MANAGEMENT DIVISION

#### Hurricane Matthew (FEMA 4286-DR-SC)

#### Project 4286-0005 City of Georgetown Structure Elevation 2019 Asbury St Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient"), and the City of Georgetown, SC (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

**WHEREAS**, on October 11, 2016 President Barack H. Obama issued a major disaster declaration designated FEMA-4286-DR-SC for the State of South Carolina as a result of severe storms and flooding. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

**WHEREAS**, the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

**WHEREAS**, on August 5, 2019, the South Carolina Emergency Management Division informed the Subrecipient City of Georgetown that a subgrant had been awarded by FEMA based on an application submitted under the HMGP for structural elevation of property located at 2019 Asbury Street, Georgetown, S.C., within the city limits of the City of Georgetown, whose owner of record is Kenneth E. Gaiser ("Property Owner"); and

**WHEREAS**, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall ensure the Property Owner provides the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$115,990 to be cost shared \$86,992.50 federal and \$28,997.50 local.

**NOW THEREFORE**, the Recipient and the Subrecipient agree to the following:

#### 1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activities" shall be defined as stated in 44 CFR 206.431.
- b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law



93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.

- c) "FEMA-State Agreement" is the agreement dated October 11, 2016, between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-4286-DR-SC.

## **2) APPLICABLE STATUTES, RULES, AND AGREEMENTS**

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated April 5, 2017 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

## **3) FUNDING AND INSURANCE**

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project. The parties acknowledge the Subrecipient has no obligation to reimburse the Property Owner funds expended in anticipation of Grant monies deobligated by the Recipient or FEMA.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) The parties acknowledge Grant monies paid to Subrecipient by Recipient shall be paid in total at the conclusion of the eligible work on the Property, contingent on Recipient's inspection and approval by Recipient for eligibility under the enabling legislation referenced hereinabove.
- e) As further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

## **4) DUPLICATION OF BENEFITS PROHIBITION**

- a) Subrecipient agrees to take steps reasonably necessary to ensure Grant funding it receives under this Agreement is not used to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.



- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance, upon Subrecipient's being made aware of same. All such duplicate benefits are "ineligible costs." The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) Recipient and Subrecipient agree that the Property Owner can apply Increased Cost of Compliance Coverage ("ICC") to the non-federal share as allowed by law. The parties acknowledge that the Property Owner must assign his/her ICC claim to the Subrecipient. If the ICC payment is more than the non-federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
- d) In the event that Recipient should determine that Subrecipient has received or processed duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity, including as to third parties, to obtain the repayment of said sums to Recipient.

#### **5) ENVIRONMENTAL PLANNING & PERMITTING LAWS**

- a) Subrecipient shall be responsible for the programmatic oversight necessary to carry out the program described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents. In the event Subrecipient's inspection reveals a discrepancy, Subrecipient shall timely notify Recipient and Property Owner.

#### **6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS**

- a) Subrecipient shall create and maintain documentation of work inspected and of the Property Owner's contractor's costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement.
- b) Documentation must include all supporting backup documentation provided by the Property Owner's contractor (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).



- c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

## **7) COST SHARING**

The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The parties acknowledge the non-federal share shall not be paid by the Recipient, Subrecipient, or FEMA.

## **8) REIMBURSEMENT OF SUBGRANTEE COSTS**

Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:

- 1) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
- 2) A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
- 3) The Subrecipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
- 4) Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from payroll and accounting systems, or other approved instruments.
- 5) The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.
- 6) The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
- 7) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.
- 8) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

## **9) FINAL PAYMENT**



Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
- b) Subrecipient shall have submitted the proper documentation;
- c) Recipient shall have performed a final inspection;
- d) The project listing and certification shall have been reviewed by Recipient;
- e) Subrecipient shall have requested final reimbursement.

#### **10) RECORDS MAINTENANCE**

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.
- b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient in connection with this Agreement.

#### **11) RECOVERY OF FUNDS**

If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

#### **12) REPAYMENT BY SUBRECIPIENT**

All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

#### **13) AUDIT**



- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements as well as any policy, procedure, or guidance issued by the Recipient.
- b) Within thirty (30) days of the receipt of a request by the Recipient, the Subrecipient shall provide the Recipient the following:
  - 1) Two copies of the Audit Report;
  - 2) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
  - 3) Any unobligated fund balance due as a result of audit adjustments;
  - 4) A response to management letter findings and recommendations;
  - 5) A response to all questioned costs, relating to this Grant and;
  - 6) Any other adjustments, explanations or information that may be pertinent to the Grant.

#### **14) NONCOMPLIANCE**

If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or any remedies that may otherwise be available.

#### **15) MODIFICATION**

The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

#### **16) TIME FOR PERFORMANCE**

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on October 10, 2017 and end November 11, 2020.
- b) Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient, that have been previously disbursed by Recipient to Subrecipient, prior to the final inspection.

#### **17) CONTRACTS WITH OTHERS**

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall



incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the contractor or subcontractor's progress in performing its work under this Agreement. Subrecipient shall ensure the Property Owner is aware the project contractor must be provided with a copy of this Agreement.

- b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

## **18) MONITORING**

- a) The Subrecipient shall monitor its performance under this Agreement, as well as that of contractors, subcontractors, vendors, and consultants whose payment may ultimately come from funds provided under this Agreement, to ensure that performance under this Agreement is achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

## **19) DEFAULT; REMEDIES; TERMINATION**

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
  - 1) Any representation by Subrecipient in this Agreement that is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
  - 2) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;



- 3) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information, not outside the control of Subrecipient; or
  - 4) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature or City Council.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
- 1) Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
  - 2) Commence a legal action for the judicial enforcement of this Agreement;
  - 3) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
  - 4) Take any other remedial actions that may otherwise be available under law.
- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) It is the parties' express agreement no funds will be advanced to Subrecipient until Recipient's final inspection. In the event funds are disbursed in advance, and notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

## 20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. The Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), and shall not be responsible to any and all contractors, vendors, and other parties contracted in performing this Agreement.
- b) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.



- c) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- e) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

## **21) REPORTS AND INSPECTIONS**

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first full quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via [www.screcoverygrants.org](http://www.screcoverygrants.org).
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

## **22) EQUIPMENT**

- a) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.
- c) Subrecipient must abide by the maintenance plan included in their HMGP Application.
- d) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

## **23) ATTACHMENTS**

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by



reference as if set out fully in the text of the Agreement itself.

- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

#### 24) TERM

This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

#### 25) NOTICE AND CONTACT

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

- a) For the Recipient:

Kim Stenson, Director  
SC Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

- b) For the Subrecipient:

Sandra E. Yudice, Ph.D., City Administrator  
City of Georgetown  
P.O. Drawer 939  
Georgetown, SC 29442

#### 26) AUTHORIZATION

The Subrecipient hereby authorizes \_\_\_\_\_ as its primary designated agent, and \_\_\_\_\_ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

**IN WITNESS HEREOF**, the Recipient and Subrecipient have executed this Agreement;

**Kim Stenson, Governor's Authorized Representative**

**South Carolina Emergency Management Division**

Recipient:  Date: 13 Jul 19  
Signature

Subrecipient: \_\_\_\_\_  
Signature Printed

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Subrecipient's Federal Employer Identification No. (FEIN)** 57-6001037

**Subrecipient's Data Universal Numbering System (DUNS) No.** 077996155

**HMGP FEMA-4286-0005-DR-SC: City of Georgetown Structure Elevation of 2019 Asbury St.**



**EXHIBIT A****Project Summary**

**Project Title:** City of Georgetown Structure Elevation of 2019 Asbury St.

**Grant #** FEMA 4286 – 0005 – DR – SC

**Award Date:** September 27, 2019

|                                |                    |              |
|--------------------------------|--------------------|--------------|
| <b>Total Project Cost</b>      | <b>\$115,990</b>   | <b>100 %</b> |
| <b>Total Federal Share</b>     | <b>\$86,992.50</b> | <b>75%</b>   |
| <b>Total Non-Federal Share</b> | <b>\$28,997.50</b> | <b>25%</b>   |

**Brief Project Description:** The proposed project is for the City of Georgetown to elevate one residential structure located in an AE flood zone. The home will be elevated above the Base Flood Elevation (BFE) on columns at least 2ft. above the BFE to comply with the County's Ordinance.



## EXHIBIT B

### Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.
8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the subrecipient.



9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
10. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
11. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
13. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
14. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
15. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
16. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
17. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
18. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
19. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
20. It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
21. It will assist the Federal grantor agency in its compliance with Section 106 of the National



Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

22. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

23. With respect to demolition activities, it will:

- a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b. Return the property to its natural state as though no improvements had ever been contained thereon.
- c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
- d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
- e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
- f. Leave the demolished site clean, level and free of debris.
- g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
- h. Obtain all required permits.
- i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
- j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l. Provide documentation of public notices for demolition activities.



24. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
25. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
26. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521, et seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
27. It will comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, and 42 CFR Section 2, relating to confidentiality of alcohol and drug abuse patient records.
28. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Subrecipient of funds, Subrecipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
29. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
30. It will comply, and all of its contractors will comply, with the Drug-Free Workplace Act of 1988 (recipients other than individuals) as implemented at 28 CFR Part 67, Subpart F.
31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.
32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement,



in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in state circuit court in the county of the defendant (Richland County or Georgetown County.) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.



**EXHIBIT C**

Award conditions as noted in the FEMA award letter of September 27, 2019.





U.S. Department of Homeland Security  
Region IV  
3003 Chamblee Tucker Road  
Atlanta, GA 30341

**FEMA**

August 5, 2019

Mr. Kim Stenson, Director  
South Carolina Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

Attention: Mrs. Elizabeth Melton, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)  
Project: **4286-0005 Georgetown County Structure Elevation 2019 Asbury St**

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$115,990 with a Federal share of \$86,992.50 and a non-federal share of \$28,997.50. Financial approval documents for the award are enclosed for your records.

The following is the approved Statement of Work (SOW) for the above referenced project:

Georgetown County proposes the elevation of one residential structure located in an AE flood zone. The home will be elevated above the Base Flood Elevation (BFE) on columns at least 2ft. above the BFE to comply with the County's Ordinance.

Project Location:  
2019 Asbury Street, Georgetown, SC 29440

FEMA will not establish activity completion timeframes for individual sub-awards. Recipients are responsible for ensuring that all approved activities are completed by the end of the award's period of performance (POP). The DR-4286 POP ends no later than November 11, 2020. The State must submit all financial, performance, and other reports required as a condition of the award prior to February 11, 2021. This project must adhere to all HMGP program regulations, guidance, and policy, including the following conditions:

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Attachment: 4286-0005-R Georgetown Elevation Approval letter (2910 : Agreement for HMGP between City and SCEMD)



This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

NHPA Conditions: If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the SC county sheriff or local law enforcement and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with South Carolina Code, Section 16-17-600.

NHPA Conditions: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

NHPA Conditions: If archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

CZMA Condition: The subgrantee is responsible for obtaining any required SCDHEC-OCRM Coastal Zone Management permits/waivers. Compliance with the requirements constitutes compliance with SC CZC. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

RCRA Conditions: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

RCRA Conditions: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the



applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

EO 11988 Conditions: The subgrantee must coordinate with the local floodplain administrator and obtain required permits from the appropriate agencies prior to initiating work. All coordination pertaining to these activities and subgrantee compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

To close this project, the Governor's Authorized Representative (GAR) shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement, and this approval letter. A copy of the Recipient's final site inspection report must be included with the project closeout request. This report will contain, at minimum, all the data fields required for our HMGP final site inspection reports. The Recipient will ensure that all documentation necessary to close the project in NEMIS's Property Site Inventory is also provided in the close-out request letter.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subrecipient. Upon completion of the HMGP project, the subrecipient's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Additionally, citizenship verification forms must be submitted with the project closeout request. Only property owners that have verified they are nationals or qualified aliens of the United States may receive the pre-event value for their homes.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP sub-award's SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (Recipient) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per 2 CFR Part 200's Uniform Administrative Requirements:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional federal funds.
- A change in the SOW must be approved by FEMA in advance regardless of the budget implications.



- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Any extensions of the award POP must be submitted to FEMA 60 days prior to the POP's expiration date.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Division of Payment Management (DPM)** on sub-account number **4286DRSCP0000000055**.

If you have any questions, please contact Kenya Grant of my staff at (770) 220-8893.

Sincerely,



Richard S. Flood, Chief, CFM  
Hazard Mitigation Assistance Branch  
Mitigation Division

Enclosure: Obligation



FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB

7.7.b

Obligation

| Disaster No | FEMA Project No | Amendment No | State Application ID | Action No | Supplemental No | State | Recipient |
|-------------|-----------------|--------------|----------------------|-----------|-----------------|-------|-----------|
| 4286        | 5 - R           | 0            | 33                   | 1         | 61              | SC    | Statewide |

Sub-Recipient: Georgetown

Project Title : 003 - Georgetown County Structure Elevation 2019 Asbury St.

Sub-Recipient FIPS Code: 043-28870

| Total Amount Previously Allocated | Total Amount Previously Obligated | Total Amount Pending Obligation | Total Amount Available for New Obligation |
|-----------------------------------|-----------------------------------|---------------------------------|-------------------------------------------|
| \$86,992.50                       | \$86,992.50                       | \$0.00                          | \$0.00                                    |

| Project Amount | Recipient Admin Est | Sub-Recipient Admin Est | Total Obligation | IFMIS Date | IFMIS Status | FY   |
|----------------|---------------------|-------------------------|------------------|------------|--------------|------|
| \$86,992.50    | \$0.00              | \$0.00                  | \$86,992.50      | 08/02/2019 | Accept       | 2019 |

Comments

Date: 08/02/2019 User Id: KGRANT15

Comment: 4286-0005-DR-SC- Georgetown County Structure Elevation 2019 Asbury St. HMGP Allocation#28 Federal share \$86,992.50 Grant I 11/11/2020 reporting on the July Spend Plan

Date: 08/02/2019 User Id: DBURKETT

Comment: 4286-0005-R-DR-SC-HMGP Georgetown Application 33 003-Georgetown County Structure Elevation 2019 Asbury St Grant P.O.P. 10/11/2021 Allocation 28 reported on the July Spend Plan Federal share \$86,992.50 Supplement 61 approved, HMO

Authorization

Preparer Name: KENYA GRANT

Preparation Date: 08/02/2019

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 08/02/2019

Attachment: 4286-0005-R Georgetown Elevation Approval letter (2910 : Agreement for HMGP between City and SCEMD)





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

## ACTION ITEM

DOC ID: 2911

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department:</b>                | Housing and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Issue Under Consideration:</b> | Motion to approve an agreement between the homeowner of 2019 Asbury Street, Kenneth E. Gaiser, and the City of Georgetown for the Hazard Mitigation Grant Program (HMGP) #4286-DR-SC Project 0005, awarded on August 5, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Amount Requested:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Is Item in Current Budget?</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Financial Impact:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Points to Consider:</b>        | <ul style="list-style-type: none"> <li>• As part of the National Flood Insurance Program (NFIP) and Credit Rating System (CRS) we are required to help citizens apply for Hazard Mitigation Grants through SCEMD.</li> <li>• Ken Gaiser of 2019 Asbury Street in Maryville applied for a Hazard Mitigation Grant Program (HMGP) grant to elevate his home, which is located in a Special Flood Hazard Area (SFHA).</li> <li>• On August 5, 2019 the state, SCEMD, awarded this home elevation grant in the amount of \$115,990. Of that, 75% (\$86,992.50) being FEMA funded and 25% (\$28,997.50) being homeowner funded.</li> <li>• Council approved an ordinance in 2017 for HMGP grants which made it so the city does not come out of pocket to be the subrecipient for these grants. Also, an administration fee was added for staff's time to handle such grants relative to 3% of total grant awarded.</li> </ul> |
| <b>Options:</b>                   | Approve or deny the agreement between the City and homeowner, Mr. Gaiser, to move forward with the HMGP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Staff Recommendation:</b>      | Staff recommends approving agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### Reviews:

Angela Rambeau Completed 12/11/2019 11:25 AM  
 Finance Completed 12/11/2019 12:16 PM  
 City Attorney Completed 12/11/2019 2:39 PM  
 Sandra E. Yudice Ph.D. Completed 12/11/2019 4:52 PM  
 Stephanie Buccione Completed 12/11/2019 5:24 PM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

### Attachments:

1. a 10-8-19 Gaiser RIGHT OF ENTRY & RELEASE agreement (PDF)

Updated: 12/11/2019 11:10 AM by Matt Millwood (Page 1)



2. b Letter from Adjutant General Director (PDF)



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GEORGETOWN )  
 )  
**AGREEMENT AND RIGHT OF ENTRY  
 FOR ADMINISTRATION OF  
 HAZARD MITIGATION GRANT**

**THIS AGREEMENT IS MADE THIS** \_\_\_\_ DAY OF \_\_\_\_\_, 2019, by and between **Kenneth E. Gaiser**, hereinafter the “**Owner**,” and the **City of Georgetown**, a body politic of the State of South Carolina, hereinafter the “**City**.”

**WHEREAS**, Owner owns real property located at 2019 Asbury Street, Georgetown, South Carolina, also identified as TMS# 05-0042-046-000-00, hereinafter referred to as the “Property,” and

**WHEREAS**, the Property is the same property identified in the Project Title Gaiser 2019 Asbury Street Elevation in Exhibit A-Project Summary to the “*Severe Storms and Flooding (FEMA DR-4286-SC) Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement*” (“SCEMD Agreement”) executed by the South Carolina Emergency Management Division (“Recipient”) and the City (a/k/a “Subrecipient”) for FEMA Grant # 4286-0005-R-DR-SC-HMGP (“the Grant”); and

**WHEREAS**, in its role in administering certain aspects of its obligations under the Agreement and Grant for Owner’s benefit, the City has requested, and the Owner has agreed to allow the City to enter the Property, specifically the land and the portion of the exterior of the home subject to the elevation project, and such portions of the interior as are required under Hazard Mitigation Requirements for building inspector and SCEMD for the purpose of inspection and the carrying out of the City’s duties under the Grant and for these purposes only, which are further illustrated in the sections that follow; and

**WHEREAS**, the parties wish to enter into an Agreement to memorialize the rights and responsibilities of the parties in connection with the Grant, and that each enters this Agreement freely and voluntarily, and not under coercion or duress, and that each party has had the opportunity to consult counsel in connection with this Agreement;

**NOW, THEREFORE**, in consideration of these mutual covenants and conditions, the undersigned covenant and agree as follows:



I. Authority

Owner certifies by his signature hereinbelow he is the sole owner and possessed of good title to the Property and has the authority and capacity to grant the right of access described herein. Owner acknowledges the City has not conducted a title search and it is his sole responsibility to notify any of the Property's lienholders, mortgage holders, and property and casualty insurance carriers of his grant of this Right of Entry. To the extent his authority to same is challenged by a third party claimant, he indemnifies the City in full with respect to any such claim.

The City warrants the undersigned signatory for the City has been granted the authority to execute this Agreement by the City Council, duly assembled.

II. Scope and Term.

This Agreement is entered into to memorialize the terms of the parties' roles in connection with the FEMA Grant above-referenced for flood hazard mitigation-related elevation of Owner's home ("the Project"), and the City's role as Subrecipient in administration of the project pursuant to the SCEMD Agreement. Owner acknowledges he has been provided a copy of the SCEMD Agreement. Both parties acknowledge the Grant may provide 75% reimbursement of eligible expenditures as covered by the Grant and approved by the Recipient.

The term of this Agreement extends from the signatory date through termination or completion of the project, as evidenced by a FEMA or SCEMD notice of termination or a certificate of occupancy issued by the city in conjunction with the issuance of the reimbursement monies, not to extend beyond February 11, 2021.

III. Owner's Construction Project

This is a flood hazard mitigation project to elevate Owner's home. The parties acknowledge the eligible activities as defined in the SCEMD Agreement and as otherwise specified in the Grant are required to be completed for the Subrecipient to obtain reimbursement for Owner. Owner acknowledges his obligation to include the specifications and eligible activities in any contract or agreement he has with any contractor(s) working on the project. Owner further acknowledges his familiarity with



Eligible HMGP Elevation Program Expenses (Exhibit A, attached and incorporated), and understands the eligible activities. He expressly acknowledges any work he does or contracts for that is not covered is his sole responsibility.

Owner agrees to contract independently for the project authorized by the Grant. He agrees to secure a contractor or contractors licensed, insured, bonded as described herein, and experienced in home elevations, and provide proof of same to the City upon request, prior to the issuance of a city permit related to the Project. Owner's contractor(s) shall be bonded in an amount of 100% of the contract amount for each's portion of the project.

Owner agrees the contractor he selects for the project will be his contractor, not the City's. He further acknowledges SCEMD may require justification for his selection and agrees to request three bids on the elevation project and documentation for same, to include who was contacted and how the contractor was selected, and criteria for selection (price, timeline, credentials, past work etc.)

#### IV. City's Responsibilities

The City is the Subrecipient of the Grant in the SCEMD Agreement, and agrees to perform such work as is necessary to comply with its terms. The City acknowledges its responsibility for programmatic oversight of the project, inspections as required, applying for the reimbursement per the SCEMD Agreement, and making payment of any reimbursement received to Owner. The City agrees to commit such staff resources as is necessary to meet its obligations under the SCEMD Agreement. The City agrees to maintain records provided to the City by Owner and all records of inspections and financial records in connection with the Project, for the term of this Agreement or through the date of Reimbursement, whichever is later.

#### V. Financial Instruments, Obligations, and Non-Federal Costs Share

Owner acknowledges his responsibility for 100% of the costs of the eligible expenditures for Grant-covered aspects of the elevation project, and an Administrative Fee of 3% of the total estimated cost of the project, payable to the City of Georgetown at the time this Agreement is signed. The Administrative Fee is \$3,479.70.



The estimated cost of this project is \$115,990 to be cost shared 75% / 25%, or approximately \$86,992.50 federal and \$28,997.50 local (Owner). The parties acknowledge the Administrative Fee is collected to offset the city's administrative costs incurred both before and after the Grant award, and is therefore payable in full and not subject to refund. Management costs are any indirect costs and administrative expenses that are reasonably incurred by a Recipient or subrecipient in administering an award or sub-award and are further detailed in the Hazard Mitigation Assistance Grant Guidance. (Addendum A, HMAG, Part III E.1.5).

Owner understands documentation as required by FEMA and SCEMD, as specified in the SCEMD Agreement, is a mandatory condition precedent for reimbursement. He understands the requirement of itemized invoices and agrees to provide copies to the City, itemized as to contractor's costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Owner agrees to include all supporting backup documentation provided by the Owner's contractor(s) (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.). Owner agrees to pay any contractor(s) per his own independent agreement with the contractor(s), and maintain all records of payment in order to provide proof of payment.

Owner agrees to deposit 100% of the cost of the Total Project Cost in an escrow account, or obtain a bond or bank letter of credit in the total amount, as verification of funding.

If the project is compliant, and after final inspection by the City and SCEMD, the City will comply with the procedures in the SCEMD Agreement to obtain the Grant monies from Recipient and in turn reimburse Owner for the eligible expenses he incurred.

The parties acknowledge nothing herein obligates the City to reimburse Owner for expenditures related to the Project that are not approved and reimbursed by the Recipient SCEMD to the City as Subrecipient.

#### VI. Right of Entry

Owner grants the City, its Building Inspector, and other agents as necessary to perform the duties required under the Agreement, the right and privilege to enter and



access the Property in order to carry out such work as is necessary to evaluate, inspect, and otherwise perform such work as is necessary for the City's role as Subrecipient of the Grant. The Owner acknowledges this Right of Entry does not obligate the City to perform any action. The City understands that this right of entry is only for the performance of its role as Subrecipient and only by those individuals specifically tasked for its execution. This Right of Entry extends from the date of this grant entered hereinabove for a period of days not to extend beyond November 11, 2020.

VII. Voluntary Assumption of Risk

Owner acknowledges the assistance offered by the City in connection with the Grant was sought by Owner voluntarily and shall not obligate the City to provide any assistance or work by the city or its agents, employees, or assigns exceeding the scope of the City's obligations under the Agreement and Grant Project Summary. Owner declares he is not in receipt of legal advice from City.

Owner further acknowledge risks of property damage to his real property, home, structures, and risks of bodily injury to himself and third parties on his property during this project. The City acknowledges the risks and dangers involved with its employees and agents regarding their role in the Project. Owner acknowledges the requirement to maintain flood insurance after the completion of the Project and through the life of the structure. (Addendum A; HMAG, E.7.1). The contractor executing the Project will possess insurance as indicated by S.C. Code Ann 40-11. Owner acknowledges obtaining property and liability insurance coverage for her property is at her sole discretion.

Owner avers he has read the SCEMD Agreement and understands SCEMD may claim default and unilaterally terminate its obligation to continue to fund the Grant Project, regardless of progress. He understands such a termination or deobligation of funding shall in no way obligate the City to fund the project on private property, and no private cause of action related thereto shall lie against the City.

VIII. Release and Covenant to Hold Harmless.

Owner agrees to release, indemnify, and hold harmless the City and its officers, agents, employees, and assigns, and the South Carolina Emergency Management



Division, from and against all claims, whether it be tort or contract, damages, losses and expenses, including attorney's fees, arising out of or resulting from acts or omissions arising out of, or related to the entry of the City on to Owner's property and the operation of related services whether or not caused, in whole or in part, by the negligence of the City of Georgetown or its agents, servants or employees.

This release and indemnification includes, but is not limited to, liability from property damage of any type, personal injury, diminution in property value, natural disaster-related damage, or as a potentially responsible party or property owner for recovery actions, and/or contribution claims from the federal government or third parties under the federal Superfund law, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or RCRA, or costs or in any way related to any archaeological impact from the City's administration of its role as subrecipient of the Grant. The City further acknowledges that the Owner does not waive any rights they may have under the Act.

#### IX. Prohibition and Duplication of Benefits

All parties involved in an HMA grant transaction are responsible for accurately reporting the availability or receipt of duplicative grants, loans, insurance payments, legal claims, gifts or other payments pertaining to the property being mitigated using HMA funds. (Addendum E; Hazard Mitigation Assistance (HMA) Tool for Identifying Duplication of Benefits pg.2). Owner understands she is responsible for reporting Duplication of Benefits (DOB) information to the sub-grantee/subrecipient. This includes the full disclosure of any existing or potential duplicative sources of assistance. Any person receiving duplicative benefits is legally responsible for the repayment of those benefits (Addendum E, HMA/DOB Tool Kit pg.2). Sub-grantee/Subrecipient will work with Owner to complete the DOB checklist. Sub-grantee will review the reported DOB and make appropriate deductions in applicable (Addendum E, HMA/DOB Tool Kit pg.3). Owner agrees to use all granted assistance for its intended purpose under FEMA guidelines. Owner further agrees to retain all records and receipts to demonstrate the use of funds. Owner acknowledges an individual who fraudulently misstates any fact in connection with these provisions may be liable under state and / or federal law.



X. Survival. This Agreement is binding on the Owner's heirs and assigns, to the extent allowed by South Carolina law. In the event of a new owner during the term of the Project, Owner agrees to provide the City with a copy of the deed of transfer and herein binds his estate to provide same. In the event the Property is transferred to different owner or an estate prior to final inspection and reimbursement, and the new owner abandons or fails to complete the Project during the Term, the Grant will be considered to be withdrawn, and reimbursement will not be made for any work done.

XI. Other Documents

The City is a party to the SCEMD Agreement and, as such, is the Subrecipient of the Grant. Owner acknowledges he has been provided a copy of that Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals for this Agreement to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

**In the presence of:**

\_\_\_\_\_  
(Notary)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Kenneth E. Gaiser (Grantor)  
2019 Asbury Street  
Georgetown, S.C. 29440

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named grantor sign, seal and, as his/her/their act and deed, deliver the grant within and that s/he along with the other subscribing witness witnessed the execution thereof.

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
witness

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



\_\_\_\_\_  
(Notary)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
The City of Georgetown

By: \_\_\_\_\_

Its: \_\_\_\_\_

P.O. Box 939

Georgetown, S.C. 29442

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named grantor sign, seal and, as his/her/their act and deed, deliver the grant within and that s/he along with the other subscribing witness witnessed the execution thereof.

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
witness

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_



**The State of South Carolina**  
**Military Department**



**OFFICE OF THE ADJUTANT GENERAL**

R. Van McCarty  
 MAJOR GENERAL  
 THE ADJUTANT GENERAL

October 1, 2019

Mr. Carey Smith  
 Interim City Administrator  
 City of Georgetown  
 120 North Fraser Street  
 Georgetown, South Carolina 29440

RE: FEMA-4286-DR-SC HMGP Project 5 R3 City of Georgetown Structure Elevation 2019  
 Asbury Street

Dear Mr. Smith:

The South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP).

The Recipient-Subrecipient Agreement must be signed by both organizations. Please sign both copies of the agreement and retain one for your records. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. If you have any questions or concerns, contact Elizabeth Melton, State Hazard Mitigation Officer, at 803-737-8643 or [emelton@emd.sc.gov](mailto:emelton@emd.sc.gov).

Sincerely,

Kim Stenson  
 Director

KS/rs  
 Enclosure

**Emergency Management Division**  
 2779 Fish Hatchery Road  
 West Columbia, South Carolina 29172  
 (803) 737-8500 Fax (803) 737-8570





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

## ACTION ITEM

DOC ID: 2839 A

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department:</b>                | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Issue Under Consideration:</b> | Motion to Approve Purchase and Payment for repairs to Fire Station One Kitchen.                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Amount Requested:</b>          | \$50,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Financial Impact:</b>          | None                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Points to Consider:</b>        | <p>Current Kitchen is inadequate for food preparation during hurricanes and other large events. This amount will be used to complete all work, which will be completed by Fire Chief, Other necessary contractors.</p> <p>Written and also verbal pricing have been obtained. As project moves forward written Quotes will be submitted to Finance as per Purchasing Guidelines</p> <p>This is an Approved CIP Project in the current budget.</p> |
| <b>Options:</b>                   | Approve or Not Approve                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Staff Recommendation:</b>      | Approve Purchase                                                                                                                                                                                                                                                                                                                                                                                                                                  |

### Reviews:

Charles W. Cribb Completed 11/20/2019 3:50 PM

Debra Bivens Completed 12/05/2019 8:23 AM

Attach detail of project cost

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

Stephanie Buccione Completed 12/10/2019 4:28 PM

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

### Attachments:

1. a Station One Kitchen Repair (PDF)



## Repairs Station One Kitchen

|                                           |             |
|-------------------------------------------|-------------|
| Laundry Area Relocated                    | \$2,595.00  |
| Plumbing and Gas Line Installation        | \$2,760.00  |
| Electrical Work                           | \$2,300.00  |
| Drop Ceiling                              | \$1,265.00  |
| Flooring                                  | \$4,091.92  |
| Provide and Install HVAC                  | \$9,975.00  |
| Enclosing Breezeway                       | \$6,825.00  |
| Commercial Stove                          | \$2,349.00  |
| Hood System w/exhaust and Fire Protection | \$14,375.00 |
| Natural Gas Deep Fryer                    | \$919.00    |
| Commercial Three Bay Sink                 | \$599.00    |
| Prep Station & Misc. Shelving             | \$1,946.08  |
|                                           | \$50,000.00 |





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

### ACTION ITEM

DOC ID: 2840 B

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department:</b>                | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Issue Under Consideration:</b> | Motion to Approve Purchase and Payment for constructing Phase One of the Fire Department Training Center.                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Amount Requested:</b>          | \$50,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Financial Impact:</b>          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Points to Consider:</b>        | At this time we have to travel to other department to use their Training Center to receive credit for Mandatory Training to meet ISO requirement. Phase One of Three. This amount will be used to complete all work, which will be completed by Fire Chief, Other necessary contractors.<br>Written and also verbal pricing have been obtained. As project moves forward written Quotes will be submitted to Finance as per Purchasing Guidelines.<br><br>This is an approved CIP Project in the current Budget Year. |
| <b>Options:</b>                   | Approve or Not Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Staff Recommendation:</b>      | Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

#### Reviews:

Charles W. Cribb Completed 11/20/2019 3:49 PM

Debra Bivens Completed 12/05/2019 8:24 AM

Attach detail of project cost.

Sandra E. Yudice Ph.D. Completed 12/05/2019 12:11 PM

Stephanie Buccione Completed 12/10/2019 4:28 PM

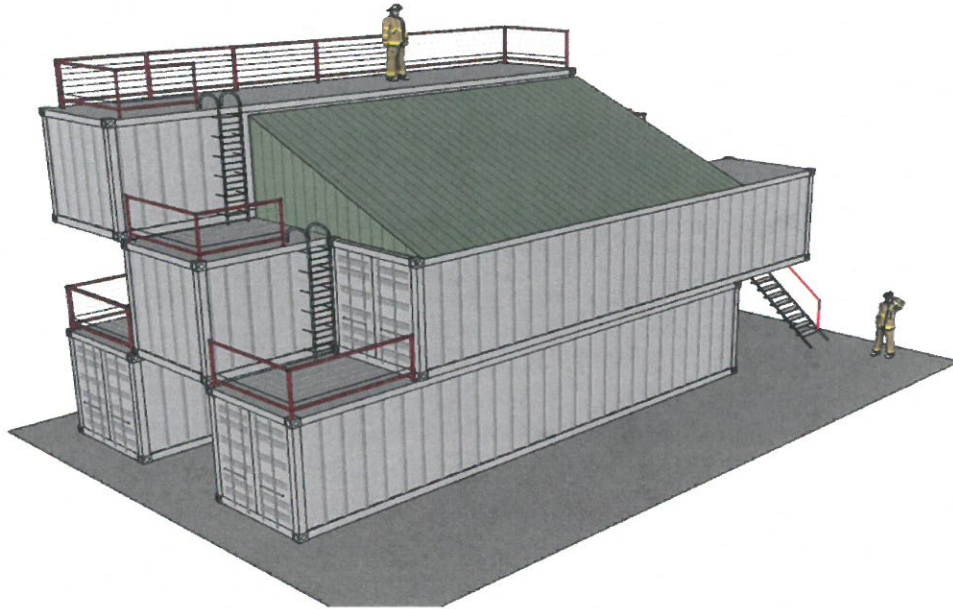
Georgetown City Council Pending 12/19/2019 5:30 PM

#### Attachments:

1. a Design of Live Fire Training Prop (PDF)
2. b Schedule of Work to be Completed (PDF)



Drawing represents approximate design layout of shipping containers to be used as Live Fire Training Prop.





Schedule of Work to Be Completed  
Georgetown City Fire Training Center-Phase One

|                                                                                |             |
|--------------------------------------------------------------------------------|-------------|
| Land Clearing                                                                  | \$10,500.00 |
| Form and Pour Concrete Foundation for placement of Burn<br>Training Facilities | \$3,800.00  |
| Purchase Shipping Containers                                                   | \$16,825.00 |
| Set Up and Construction Containers                                             | \$15,000.00 |
| Security Fencing                                                               | \$3,875.00  |
|                                                                                | \$50,000.00 |

Attachment: Schedule of Work to be Completed (2840 : Fire Training Center)





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

## ACTION ITEM

DOC ID: 2900

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department:</b>                | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Issue Under Consideration:</b> | Motion to Approve Purchase and Payment of 2020 Ford F250 Pickup from Vic Bailey Ford in the Amount of \$33,876.00.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Amount Requested:</b>          | \$33,876.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Financial Impact:</b>          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Points to Consider:</b>        | Vehicle Replaces Unit #11021 which has over 108,560 miles and due to the age of the existing vehicle and the increasing maintenance cost this unit scored a 45 (condition V) on the City's vehicle and truck replacement policy which scores it obsolete unusable.<br>The need for this type of vehicle is to pull the Fire Boat, Mobile Command Trailer, Mass Casualty Trailer, Foam Trailer and other various key needs of the Fire Department.<br>The Fleet Manager has also recommended this vehicle to be replaced. |
| <b>Options:</b>                   | Approve Purchase or continue to use Obsolete Vehicle                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Staff Recommendation:</b>      | Approve Purchase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

### Reviews:

Charles W. Cribb      Completed    12/02/2019 4:37 PM  
 Debra Bivens Completed    12/03/2019 2:24 PM  
 Sandra E. Yudice Ph.D.      Completed    12/03/2019 3:37 PM  
 Stephanie Buccione Completed    12/10/2019 4:32 PM  
 Georgetown City Council    Pending      12/19/2019 5:30 PM

### Attachments:

1. a    Quote for 2020 Ford F250      (PDF)



|                                                                  |  |                              |  |                    |  |
|------------------------------------------------------------------|--|------------------------------|--|--------------------|--|
| <b>VIC BAILEY FORD</b>                                           |  |                              |  |                    |  |
| <b>David Vetter 864.585.3600 or 800.922.1365</b>                 |  |                              |  |                    |  |
| <b>2020 FORD F250</b>                                            |  |                              |  |                    |  |
| <b>PU -7: Truck, Pick Up, 4x2, 3/4 Ton, Crew Cab, 6.75' Body</b> |  |                              |  |                    |  |
| <b>Contract #: 4400022492</b>                                    |  |                              |  |                    |  |
| <b>Standard Equipment Included:</b>                              |  |                              |  |                    |  |
| 6.2L V-8 Engine                                                  |  | Power Steering               |  |                    |  |
| Automatic Transmission                                           |  | Power Brakes                 |  |                    |  |
| A/C                                                              |  | Power Windows and Door Locks |  |                    |  |
| AM/ FM Radio                                                     |  | Vinyl 40/20/40 Bench Seat    |  |                    |  |
| 160" Wheel Base 6.75' Bed                                        |  | Heavy Duty Vinyl Floor       |  |                    |  |
| Cruise Control                                                   |  |                              |  |                    |  |
| <b>SC STATE CONTRACT PRICE:</b>                                  |  |                              |  |                    |  |
| XLT Upgrade for Crew Cab Models                                  |  |                              |  | <b>\$26,927.00</b> |  |
| 18B Factory Installed Cab Steps (Super Cab and Crew Cab)         |  |                              |  | \$4,857.00         |  |
| PQ Race Red                                                      |  |                              |  | \$445.00           |  |
| 166 Vinyl Floor Covering for XLT Trim                            |  |                              |  | No Charge          |  |
| Cloth 40/20/40 Bench Seat                                        |  |                              |  | -\$25.00           |  |
| <b>D4 Rapid Red Metallic Paint</b>                               |  |                              |  | No Charge          |  |
| Trailer Tow Package w/ Class V Hitch                             |  |                              |  | <b>\$396.00</b>    |  |
| Bedliner (Spray-In)                                              |  |                              |  | \$26.00            |  |
| Delivery                                                         |  |                              |  | \$450.00           |  |
| Sales Tax/IMF                                                    |  |                              |  | \$300.00           |  |
|                                                                  |  |                              |  | \$500.00           |  |
| <b>TOTAL SC STATE CONTRACT PRICE:</b>                            |  |                              |  | <b>\$33,876.00</b> |  |





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

## RESOLUTION

DOC ID: 2899

|                                   |                                                                                                            |
|-----------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                           |
| <b>Department:</b>                | Fire Department                                                                                            |
| <b>Issue Under Consideration:</b> | Motion to Approve the Adoption of the Georgetown County Hazard Mitigation Plan by Georgetown City Council. |
| <b>Amount Requested:</b>          |                                                                                                            |
| <b>Is Item in Current Budget?</b> |                                                                                                            |
| <b>If no, please explain:</b>     |                                                                                                            |
| <b>Financial Impact:</b>          |                                                                                                            |
| <b>Points to Consider:</b>        |                                                                                                            |
| <b>Options:</b>                   |                                                                                                            |
| <b>Staff Recommendations:</b>     |                                                                                                            |

### Reviews:

Charles W. Cribb      Completed      11/20/2019 3:48 PM

Sandra E. Yudice Ph.D.      Completed      11/20/2019 5:16 PM

Stephanie Buccione      Completed      12/10/2019 4:23 PM

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

### Attachments:

1. a      Resolution Adopting Georgetown Co. Mitigation Plan 12.19.19      (PDF)
2. b      Georgetown County Hazard Mitigation Plan Update 2019      (PDF)



**MOTION TO APPROVE THE ADOPTION OF THE GEORGETOWN COUNTY HAZARD  
MITIGATION PLAN BY GEORGETOWN CITY COUNCIL.**



**A RESOLUTION  
CALLING FOR THE ADOPTION OF THE GEORGETOWN COUNTY  
HAZARD MITIGATION PLAN BY GEORGETOWN CITY COUNCIL**

**WHEREAS**, the County of Georgetown has experienced the effects of natural hazard events; and

**WHEREAS**, the Georgetown County Hazard Mitigation Planning Committee has prepared a recommended Georgetown County Hazard Mitigation Plan; and

**WHEREAS**, the plan addresses hazard mitigation issues within the corporate limits of the City of Georgetown; and

**WHEREAS**, the recommended Georgetown County Hazard Mitigation Plan has been widely circulated for review by residents/business organizations/professional organizations of the unincorporated and incorporated areas of Georgetown County, state, federal, regional and local government agencies and has been supported by those reviewers; and

**NOW THEREFORE, be it resolved that**

- a. The Georgetown County Hazard Mitigation Plan is hereby adopted as an official plan of the City of Georgetown, and
- b. The Georgetown County Hazard Mitigation Planning Committee is recognized as a continuing entity charged with reviewing, maintaining and periodically reporting on the progress towards and revisions to the plan to the Georgetown City Council.

This Resolution becomes effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Brendon M. Barber, Sr., Mayor  
City of Georgetown, South Carolina

ATTEST:

\_\_\_\_\_  
Stephanie Buccione, City Clerk



# Georgetown County Hazard Mitigation Plan Update 2019

Brandon Ellis, Manager  
Cindy Grace, Coordinator  
Georgetown County Emergency Management  
10/8/2019

Natural disasters are responsible for deaths and injuries, damage to property and infrastructure, and interruption of services in the public and private sectors. Funds and efforts to recover from these disasters exhaust government and private resources. FEMA encourages local governments to become proactive and initiate mitigation actions designed to reduce or eliminate the risks to humans and property from natural hazards. The County's Hazard Mitigation Plan has been prepared to identify proactive efforts that can be taken to lessen the impacts of the multitude of natural hazards that have a significant probability of occurring within the County. The plan covers the entire County, including the municipalities of Georgetown, Andrews, and Pawleys Island.

The plan is intended to be used by local elected officials, department heads, business and industry, and other community associations and organizations to make decisions regarding the best way to address the vulnerabilities to hazards in Georgetown County using existing authorities, policies, programs, and resources. It proposes specific projects and programs that are designed to minimize or eliminate the exposure of the County to the various hazards identified in the document. It assists the County and its municipalities in their efforts to utilize state and federal funding for eligible hazard mitigation projects to include federal aid for technical assistance and post-disaster funding.

Hazard mitigation plans are to be updated and approved by FEMA on a 5-year cycle. On September 9, 2019, our Plan was determined to be compliant with federal requirements subject to formal community adoption. Once FEMA receives County Council's Resolution adopting the Plan, they will issue formal approval via letter. The three (3) municipalities will then have one (1) year to also adopt the Plan.

Hazards affecting Georgetown County and its municipalities include: hurricanes/tropical storms, floods, tornadoes, earthquakes, wildfire, drought, severe storms/hail/wind events, winter storms, and dam failure. We are also susceptible to the effects of sinkholes and sea level rise.



## Updates to the Plan

Changes to the Plan include:

- Updated Maps
- Updated Tables
- Updated Acronyms
- Updated Glossary entries
- Dates, emails, sign-in sheets for Public Hearings
- Planning Committee minutes and sign-in sheets
- Updated Footnotes
- Updated References
- Updated Mitigation Actions
- Updated Planning Committee list
- Updated repetitive loss property maps for Georgetown County, City of Georgetown, and Pawleys Island

These changes were necessary to incorporate the latest data/information on disasters we have experienced the past five (5) years as well as deletion of Mitigation Actions that were completed or cancelled (due to lack of funding, etc.) and ones that have been added.





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

### ACTION ITEM

DOC ID: 2925

|                                   |                                                                                                                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                            |
| <b>Department:</b>                | Engineering                                                                                                                                                                                                                                                                                 |
| <b>Issue Under Consideration:</b> | Motion to approve proposal and make payments to Hanna Engineering in the not-to-exceed amount of \$32,600 to perform engineering and field inspection services for the Port Tank Rehabilitation Project. The work includes engineering, permitting, bidding, and field inspection services. |
| <b>Amount Requested:</b>          | \$32,600                                                                                                                                                                                                                                                                                    |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                         |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                                                                             |
| <b>Financial Impact:</b>          | None                                                                                                                                                                                                                                                                                        |
| <b>Points to Consider:</b>        | Hanna Engineering has substantial experience in new tank and tank rehabilitation project in South Carolina.                                                                                                                                                                                 |
| <b>Options:</b>                   | S&ME proposal                                                                                                                                                                                                                                                                               |
| <b>Staff Recommendation:</b>      | Award contract to Hanna Engineering.                                                                                                                                                                                                                                                        |

#### Reviews:

Orlando Arteaga Completed 12/12/2019 9:37 AM  
 Debra Bivens Completed 12/12/2019 10:23 AM  
 Sandra E. Yudice Ph.D. Completed 12/12/2019 1:18 PM  
 Stephanie Buccione Completed 12/12/2019 4:22 PM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

#### Attachments:

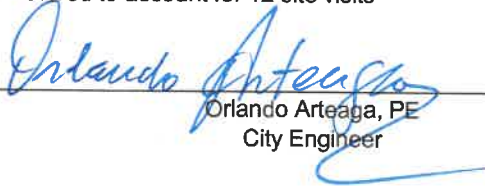
1. a Certified Proposal Tabulation (PDF)
2. b HANNA ENGINEERING(PDF)
3. c Exhibit A-Professional Services Agreement Sample (PDF)
4. d Exhibit B-PortTank Lead Paint Report 10.18.19 (PDF)



| Port Tank Rehabilitation Project |                                                                                                                  |          |      | Hanna Engineering  |                    |
|----------------------------------|------------------------------------------------------------------------------------------------------------------|----------|------|--------------------|--------------------|
| Item No.                         | Description                                                                                                      | Quantity | Unit | Total              |                    |
| 1                                | Prepare project drawings and specifications                                                                      | 1        | LS   | \$8,900.00         | \$8,000.00         |
| 2                                | Permitting                                                                                                       | 1        | LS   | \$1,000.00         | \$1,000.00         |
| 3                                | Bidding                                                                                                          | 1        | LS   | \$5,000.00         | \$5,000.00         |
| 4                                | Construction Administration- Attend preconstruction meeting, review submittals, respond to RFI's, and close-out. | 1        | LS   | \$3,000.00         | \$7,000.00         |
| 5                                | On-site quality control inspections (12 site visits)*                                                            | 1        | LS   | \$14,700.00        | \$13,000.00        |
| <b>TOTAL BID</b>                 |                                                                                                                  |          |      | <b>\$32,600.00</b> | <b>\$34,000.00</b> |

\* S&ME proposal revised to account for 12 site visits

Certified By:

  
 Orlando Arteaga, PE  
 City Engineer

12-12-19  
 Date

Attachment: Certified Proposal Tabulation (2925 : Approval of engineering proposal for Port Tank Rehabilitation Project # 1513)



# ENGINEERING SERVICES QUALIFICATIONS

PREPARED FOR

## THE CITY OF GEORGETOWN PORT TANK REHABILITATION PROJECT #1513

DECEMBER 10, 2019





## TABLE OF CONTENTS

|                                      |         |
|--------------------------------------|---------|
| Letter of Interest.....              | Page 2  |
| Statement of Qualifications .....    | Page 3  |
| Proposed Project Approach .....      | Page 7  |
| List of Professional References..... | Page 9  |
| Billing Rate Schedule.....           | Page 8  |
| Lump Sum Fee.....                    | Page 9  |
| Initialed RFP Document .....         | Page 10 |





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

Re: RFP Port Tank Rehabilitation Project  
#1513

Dear Ms. Howard,

Hanna Engineering is pleased to submit our proposal for providing engineering and inspection services to the City of Georgetown for the Port Tank Rehabilitation project. Our company was formed in July 2013, but our staff has been involved in water tank projects in the region for the past 36 years. We have established long-lasting relationships with many municipalities in the surrounding area, as well as with personnel from the relevant permitting agencies and the contractors who participate in water tank construction and rehabilitation work. Our staff has the technical expertise necessary to excel in both the design and QA/QC inspections of water tank rehabilitation projects like the one that is being proposed by the City and we have a long list of successful similar projects to confirm this.

Our approach to designing tank rehabilitation projects is first to determine the City's needs and budget so that we can recommend and design a coating system that will best meet their needs. We then carefully develop the contract documents to protect the City's interests by specifying the appropriate products and methods. With advanced coating systems, having the correct surface preparation and coating application is absolutely critical and can mean the difference of 10+ years on the lifespan of the coating system. As a result, we provide thorough inspections each step of the way to check the quality of work being performed and will substantially exceed the minimum requirements set forth in the RFP.

Thank you for allowing us this opportunity to present our qualifications. Our team has experience providing all of the services listed in the scope of work included in the RFP and we think our firm would be a great fit for this project. We look forward to the possibility of establishing a partnership with the City and its staff members. If you should have any questions, please contact Michael Hanna by phone at 843-628-6800 or by email at [mike@hannaengineering.com](mailto:mike@hannaengineering.com).

Sincerely,

Hanna Engineering, LLC

Michael H. Hanna, P.E.  
President

Attachment: HANNA ENGINEERING (2925 : Approval of engineering proposal for Port Tank Rehabilitation Project # 1513)



## STATEMENT OF QUALIFICATIONS

### GENERAL INFORMATION ABOUT FIRM

Hanna Engineering was formed in July 2013 by Michael H. Hanna, P.E., who is the sole owner and Chief Engineer in the company. The company was organized as a Limited Liability Corporation and is located in Florence at 2412 Pisgah Road in a 10,000-square foot facility.

Michael Hanna is a native of South Carolina and was raised in Johnsonville before going to Clemson University to obtain a degree in Civil Engineering. He returned to the Pee Dee area and worked for 12 years for the local consulting firm of D.C. Barbot & Associates. He then took a position at B.P. Barber & Associates who was one of the state's largest and most established engineering firms. After 16 years of working with B.P. Barber, the company was sold to the URS Corporation, one of the largest engineering firms in the world. Mr. Hanna served as their Florence Branch Manager for 2 years before leaving to form Hanna Engineering. Shortly after its establishment, Mr. Hanna made offers of employment to four of his previous colleagues and Hanna Engineering began its quest to becoming a leading provider of engineering consulting services in the Pee Dee and surrounding areas.

Since that time, Hanna Engineering has nearly quadrupled in size from an initial 5 employees to 19 employees currently.

### PROJECT TEAM

One of the most valuable assets that any company can obtain is the employees. Hanna Engineering consists of nineteen of the best that can be found in this area. Each was selected for their unique list of technical capabilities, as well as their ability to work effectively as a team and provide quality service to our clients. Our employees bring over 180 years of collective experience to the company, enabling our Firm to provide a variety of expert services to our clients. A few of the key personnel for this project are listed below.

**Michael Hanna, P.E. – President & Chief Engineer** has 36 years of consulting experience in the Pee Dee area. He is originally from Johnsonville and currently resides in Florence.

**Ryan Hayes, P.E. – Project Manager** has 19 years of experience in the engineering field and has been involved in the project management of many projects, including new tank construction and tank rehabilitation projects. He currently resides in Little River and works in the Myrtle Beach Office.

**Colton Cauthen, P.E. – Project Engineer** has 7 years of experience in the engineering field, primarily on water and wastewater projects as well as structural joist design. Colton has been performing QA/QC inspections on tank coating projects for several years and has inspected many tanks across the state. He currently resides in Florence.



## EXPERIENCE ON SIMILAR PROJECTS

### GENERAL INFORMATION

The project team has worked on a variety of projects that are similar in nature to the Port tank rehabilitation project. We have also developed good relationships with several tank painting contractors and typically receive highly competitive bids on our projects from multiple tank contractors. Over the years our team has developed the knowledge, skill and relationships necessary to make this a successful project. With our staff's extensive experience working with municipalities on water tank projects, we feel that we can exceed the Client's expectations with the efficiencies we have developed over the years. A few of our similar projects from recent years are highlighted below.

### MARCO WATER TANK REHABILITATION



Marco Rural Water Company hired Hanna Engineering to assess all of their water storage tanks and provide recommendations on rehabilitation needs. Thorough tank inspections were performed on each tank to identify deficiencies and assess current tank conditions. Two of the company's elevated storage tanks were in need of interior and exterior rehabilitation, as well as minor repairs to the ladders, balcony, foundations, level indicators and more. Lead tests, coating thickness

and adhesion tests were all included during the inspections. Both tanks were determined to be good candidates for an exterior overcoat and an interior blast and coating system. Project specifications were developed which included detailed requirements for the coating system as well as each individual repair to be performed on each tank. All design, bid and inspection work was performed by Hanna Engineering personnel, primarily by Colton Cauthen and Michael Hanna. Hanna Engineering coordinated with the water company and coating system supplier throughout the project.

Special considerations had to be made on this project in order to take the tanks offline during the rehabilitation, while maintaining a high level of service to the customers of the water company. Mr. Cauthen performed frequent and thorough inspections during the rehabilitation process to check that all work was being done in a satisfactory manner and per the project specifications. A NACE inspector from the coating supplier was also present during key inspections. The client was very pleased with the end result of this project.

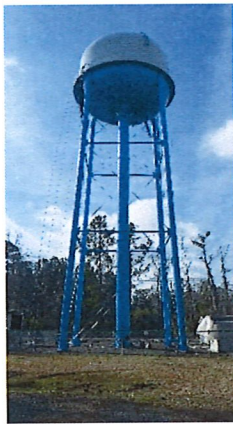


## LAMAR WATER TANK REHABILITATION

The Town of Lamar hired Hanna Engineering to design a project to rehabilitate both of their elevated storage tanks (300,000-gallon and 150,000-gallon multi-column tanks). The coating on both tanks was in very poor condition and a full blast and recoat was required for the interior and exterior on both tanks. Lead tests revealed the presence of lead on one of the tanks, so lead abatement was designed and implemented. Cloaking was also required by the contract documents for both tanks. Hanna Engineering developed project plans and specifications, bid the project and provided inspections throughout the rehabilitation process. These tanks were successfully rehabilitated and should not require an overcoat for another 15-20 years.



## PAMPLICO RIVER ROAD TANK REHABILITATION



The Town of Pamplico hired Hanna Engineering to design a rehabilitation project for a 150,000-gallon tank on their water system. The tank had an old coating system with poor adhesion and as a result required full blasting and containment. Hanna Engineering developed a set of plans and specifications and bid the project, which came in under budget. Once contracts were awarded, Hanna Engineering oversaw the rehabilitation process, providing frequent inspections of the surface preparation and coating application. In addition to the coating rehabilitation, several other modifications were made in order to improve the tank and bring the site into compliance with current DHEC regulations. One of these improvements involved modifying the tank overflow to bring it to within 12-24" above grade and have it discharge into a catch basin.

## JOHNSONVILLE VOX ELEVATED WATER TANK

A new 300,000-gallon elevated storage tank was recently constructed in Johnsonville, SC. Hanna Engineering secured funding for the project in the form of various grants and handled the design and construction observation throughout the life of the project. This included a premium coating system for the interior and exterior of the new tank. Hanna Engineering provided frequent, thorough inspections during the coating process to verify that the products were applied correctly and thoroughly.



## HARTSVILLE TANK REHABILITATION

During an annual inspection by Hanna Engineering, it was discovered that all 5 of the City's tanks needed some attention to correct deficiencies and extend the useful life of the tanks. The items of work included repairing and replacing level indicators, coating concrete foundations, interior washout and disinfection, installing safety climb cables and interior/exterior coating touch-up. At the City's WalMart tank, the existing coating was failing, primarily on the top of the tank bowl above the balcony. As a result, we recommended bidding the project with a base bid that included recoating only the top of the bowl and an alternate for a full exterior recoat. Bids for this project came in lower than expected and the City decided to proceed with the alternate to recoat the entire exterior. Hanna Engineering provided inspection services throughout all repair and rehabilitation work for this project.



## PAMPLICO HYMAN ELEVATED WATER STORAGE TANK



A new 200,000-gallon elevated storage tank was recently constructed in Pamplico, SC. Hanna Engineering secured funding for the project in the form of various grants and handled the design and construction observation throughout the life of the project. This included a premium coating system for the interior and exterior of the new tank. Due to the tank's high visibility, a considerable effort was made with the Town to design a logo for the tank that would welcome citizens to the Town. The project was highly successful and the single pedestal tank has become a local landmark for the Town.

## PROJECT TEAM AVAILABILITY

The project team that would be assigned to this project could easily accommodate the workload associated with this project based on the schedule provided in the RFP. Completing the design in the allotted time would be no problem, and we would also be able to provide QA/QC inspection services during the rehabilitation project, even beyond the minimum 3 visits that are required for the project.



## PROJECT APPROACH

The project team members each have a very unique role in contributing to the successful completion of all our projects. Hanna Engineering's staff is best known for their ability to work with the Client and not just work for the Client. We pride ourselves in being an extension of the Client's staff and can be called upon 24 hours per day and 7 days per week to answer questions and help address problems. Hanna Engineering's design philosophy is centered around sustainability. Through careful planning and evaluation of long-term impacts, we design projects that will meet our Client's current needs while also moving towards future sustainability and maximizing the system's overall efficiency. We feel that this type of design is essential in order to minimize the Client's long-term operation and maintenance costs, to prevent future regulatory violations and to be good stewards of our environment and the resources it provides.

The first step on this project would be to meet with key personnel from the City of Georgetown to discuss their objectives, priorities and any concerns they may have for this project. We would then schedule a time to inspect the tank with a coating specialist to evaluate the existing conditions and make a recommendation on the proposed rehabilitation solution. Once the Client has reviewed our recommendations and has provided any feedback that may be necessary, we would proceed with designing the project by developing project plans and specifications. Once a final design has been completed and approved by the Client, we would apply for any and all necessary permits.

Once permits are received and final bid documents are prepared, we would assist the City with advertising for and later receiving bids on the project. Following the bid opening we would put together a certified bid tabulation and recommendation to award package for the City to review.

Once a contractor has been selected, we would assist the City with awarding contracts and would schedule a preconstruction conference to meet with the contractor, the Client and any other parties who may be involved. During this meeting we would discuss things like the project timeline, pay request and change order procedures, how to take the tank offline for rehabilitation and any other concerns that may exist regarding the project. Contract documents can also be signed during this meeting and a construction start date would be established.

During the construction phase of the project, we would be an invaluable asset to the City. Even an excellent coating system, if not properly applied, will fail prematurely. We have seen coating systems with a 15-year lifespan exhibit widespread failure within 2 years of application due to improper surface prep and application because an inspector was not utilized. Although the City is only requiring 3 site visits, we would recommend a minimum of 8-12 visits to adequately inspect the work, and possibly more depending on the coating contractor. Based on the RFP it sounds like both the interior and exterior of the tank will need to be blasted. On a 500,000-gallon tank, this work can span a couple of weeks. To prevent flashing, the contractor has to prime over the surfaces they have blasted every day. If a coating inspector only visits the site one time during the blasting process, they will only be checking a small portion of the contractor's blasting work. We typically will be present on the first day of blasting so that we can evaluate the contractor's work and provide



feedback. Some crews do excellent work on the first attempt. Others' work may be completely unacceptable and require further blasting to meet the specifications. If an inspector is not on site to catch this early on, the contractor will have already primed over the blasted areas, making them impossible to inspect and leaving the City with problems that will surface a few years down the road when the project is no longer under warranty, requiring the City to pay out of pocket to resolve these issues. A good inspector will also require the contractor to follow pre-defined 'hold-points' where the contractor must stop work until they pass inspection. These hold-points are typically defined as the transition between coats. Advanced coating systems typically involve the application of 3 coats. If an inspector only shows up after the final top-coat is applied, he has no way of knowing how well the first 2 coats were applied. As a result, we would perform an inspection between each of these coats to verify proper application. We would also schedule a few of these inspections with a 3<sup>rd</sup> Party NACE Level 3 coating inspector, which would exceed the City's requirements. Lastly, once the interior coating is completed, we would be present for holiday testing on the tank interior—a crucial step for locating any pinholes in the coating system that would allow water to get behind the coating and begin rusting the steel.

During our inspections, we take many photos to document the progress and quality of the work, as well as notes on the coating thickness and any deficiencies we discover. We also have a certified drone pilot on staff who can capture high-resolution photographs and videos of the rehabilitation from a unique perspective, if necessary.

We will also provide assistance to the City, as needed, to put together pay estimates. Once a final inspection has been performed and all concerns have been addressed, we will help prepare and complete project closeout documents.



## LIST OF PROFESSIONAL REFERENCES

### REFERENCES FOR SIMILAR SERVICES

| COMPANY/<br>NAME/<br>TITLE                     | ADDRESS                                          | PHONE/<br>EMAIL ADDRESS                                                                                |
|------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>CITY OF DILLON</b>                          |                                                  |                                                                                                        |
| Glen Wagner<br>City Manager                    | PO Drawer 431<br>Dillon, SC 29536                | 843-774-0040<br><a href="mailto:gwdillon@bellsouth.net">gwdillon@bellsouth.net</a>                     |
| <b>CITY OF HARTSVILLE</b>                      |                                                  |                                                                                                        |
| Russell Slatton<br>Public Service Director     | 145 W. Carolina Avenue<br>Hartsville, SC 29550   | 843-383-3006<br><a href="mailto:russell.slatton@hartsvillesc.gov">russell.slatton@hartsvillesc.gov</a> |
| <b>CITY OF JOHNSONVILLE</b>                    |                                                  |                                                                                                        |
| Troy Gaskins<br>Water Department<br>Supervisor | 111 W. Broadway Street<br>Johnsonville, SC 29555 | 843-319-1711<br><a href="mailto:tgaskins771@gmail.com">tgaskins771@gmail.com</a>                       |
| <b>TOWN OF PAMPLICO</b>                        |                                                  |                                                                                                        |
| Marshall Munn<br>Mayor                         | PO Box 296<br>Pamplico, SC 29583                 | 843-493-5551<br><a href="mailto:Pamplico-mayor@sc.twcbc.com">Pamplico-mayor@sc.twcbc.com</a>           |
| <b>TOWN OF LATTA</b>                           |                                                  |                                                                                                        |
| Jarett Taylor<br>Town Administrator            | 107 NW Railroad Ave<br>Latta, SC 29565           | 843-752-6075<br><a href="mailto:Jrtaylor98@aol.com">Jrtaylor98@aol.com</a>                             |
| <b>MARCO RURAL WATER COMPANY</b>               |                                                  |                                                                                                        |
| Robin Winkler<br>General Manager               | 1935 Senator Gasque Rd<br>Marion, SC 29571       | 843-558-2824<br><a href="mailto:Robinw@marcoruralwater.com">Robinw@marcoruralwater.com</a>             |

This is a partial list of references of the clients that we have performed similar services for in the past. All of them can vouch for the proficiency and professionalism of the staff members of Hanna Engineering.



## BILLING RATE SCHEDULE

### HOURLY RATES

For additional guidance on our fees, we are providing our hourly rate schedule below. This is the schedule that is followed for additional services.

| Title:                 | Rate: |
|------------------------|-------|
| Principal              | \$160 |
| Project Manager        | \$120 |
| Project Engineer       | \$100 |
| Engineering Associate  | \$90  |
| Design Technician      | \$90  |
| Project Representative | \$80  |
| Project Assistant      | \$80  |
| Administrative         | \$70  |



**ENGINEERING PROPOSAL FORM**  
**City of Georgetown**  
**Port Tank Rehabilitation Project # 1513**

**SCHEDULE OF TASKS**

| Item no. | Task                                                                                                                                    | Qty. | Unit | Total (\$) |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------|------|------|------------|
| 1        | Prepare project drawings and specifications                                                                                             | 1    | LS   | \$8,900    |
| 2        | Permitting                                                                                                                              | 1    | LS   | \$1,000    |
| 3        | Bidding                                                                                                                                 | 1    | LS   | \$5,000    |
| 4        | Construction Administration- Attend preconstruction meeting, review submittals, respond to RFI's, and close-out.                        | 1    | LS   | \$3,000    |
| 5        | On-site quality control inspections (3 site visits)                                                                                     | 1    | LS   | \$14,700   |
|          | *As explained in Project Approach section, we would provide more than the required 3 visits. Price provided is based on 12 inspections. |      |      |            |
|          |                                                                                                                                         |      |      |            |
|          | <b>Total</b>                                                                                                                            |      |      | \$32,600   |

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_





## REQUEST FOR PROPOSAL (RFP) ENGINEERING AND INSPECTION SERVICES

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
Email: dhoward@cogsc.com  
Phone: 843.545.4043

PROJECT: Port Tank Rehabilitation Project #1513 -  
Engineering and Inspection Services

DATE OF ISSUE: Wednesday, November 27, 2019

DUE: On or before 2.00 pm EST (local time) Tuesday, December 10, 2019

Return by mail or hand-deliver only to:

City of Georgetown  
Attn: Purchasing  
Port Tank Rehab Project #1513  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440



# TABLE OF CONTENTS

| <u>Topic</u>                          | <u>Page</u> |
|---------------------------------------|-------------|
| Background.....                       | 3           |
| Purpose.....                          | 3           |
| Scope of Services.....                | 3           |
| Process.....                          | 4           |
| Evaluation.....                       | 5           |
| Questions.....                        | 5           |
| Project Schedule of Events.....       | 6           |
| Submittal Instructions.....           | 8           |
| Mandatory Vendor Submittal Form.....  | 13          |
| General Contractual Requirements..... | 14          |
| Exhibits.....                         | 16          |



**Background**

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the end point of the area commonly known as "The Grand Strand". The City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.cogsc.com](http://www.cogsc.com).

The City of Georgetown owns and maintains about 94 miles of water lines and three (3) elevated water tanks: a 250,000 gallon North Side Water Tank located near Anthuan Maybank Drive, a 250,000 gallon South Municipal Complex Tank located on Hwy 17 South, and the 500,000 gallon Port Tank located off of South Fraser Street.

The 500,000-gallon Port Tank was constructed in 1973 and was last stripped and repainted in 2002. In the last 17 years, there has only been basic maintenance performed on the tank. The tank interior and exterior, along with the supports and ladders, are showing corrosion deficiencies and degrees of deterioration. This tank is crucial to the City's Water Distribution System during peak demands and emergencies in order to sustain proper water pressure.

**Purpose**

The City is seeking proposals from qualified consulting firms to provide engineering and quality control inspection services in the Port Tank Rehabilitation Project.

The general scope of the project consists of sandblasting and painting the tank exterior and interior, including tank support legs and main shaft. The scope also includes repairing and replacing miscellaneous steel such as handrails and ladders, and replacement of tank vent.

In October of 2019, a lead-paint test was performed, and traces of lead have been found in the exterior paint of the tank (see Exhibit B). A containment system will be required to sandblast the existing paint. The design and erection of tank containment system will be the responsibility of the contractor.

The coating work will be subject to a 3<sup>rd</sup> party Quality Control Inspection of the Tank. The consultant will provide a NACE Level 1 certified inspector to verify the tank paint meets standards and that the tank is able to go back online.

The City anticipates conducting the project permitting, bidding, and construction administration during the second half of the 2019-2020 fiscal year.

The words engineer, consultant, or consulting firm are meant to be synonymous with this RFP.



### Scope of Services

The Engineer will:

1. Perform engineering services
2. Coordinate with the City, the paint manufacturer, and the contractor
3. Review and publish technical specifications from paint manufacturer and the City
4. Prepare construction drawings
5. Apply for permits on behalf of the City
6. Assist in the bidding process
7. Chair a pre-construction conference
8. Assist City in construction administration services
9. Perform Quality Control (QC) Inspections and prepare field reports (Allow for 3 field visits)

The City will:

1. Provide pertinent information concerning the project.
2. Review the submittals in a timely fashion to maintain the consultant's schedule.
3. Provide comments and final approval of the engineer's bid documents.
4. Provide Front-End Documents for incorporation with the engineer's technical specifications.
5. Pay for all applicable permit fees.

### Process

This solicitation will be conducted in accordance with City's Purchasing Ordinance which can be found in its entirety on the City's website at: <http://cityofgeorgetownsc.com/find/find-ordinances/>.

The City will conduct the selection of a qualified and experienced engineering firm . Award for this project will be handled in the following manner:

1. This RFP document will be made available to interested firms. To access, go to the City's website at [www.cogsc.com](http://www.cogsc.com), and click on "Bids" at the bottom of the home page.
2. Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
3. Proposals will be received and evaluated as described in this RFP. At the City's discretion, a short list of the most qualified proposers may be compiled and they may be asked to make oral presentations and/or demonstrations to the City.
4. At the conclusion of the RFP process, qualified submittals will be presented to the City Council for review and approval, as required.
5. A firm will be selected for contract negotiations as required.
6. The City will notify selected firm of intent to offer contract award.
7. The Submittal Listing of Proposals received will be posted on the City's website, [www.cogsc.com](http://www.cogsc.com), under "Bids" within forty-eight (48) hours of opening.



## Evaluation

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

- (a) The ability, capacity, and skill of the proposer to perform the contract to provide the service required;
- (b) Whether the proposer can perform or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- (d) The quality of performance of previous contracts or services similar to;
- (e) The previous and existing compliance by the proposer with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the proposer to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- (i) Whether the proposer has met the criteria of the RFP specifications, terms and conditions of the RFP.

## Questions

No answers will be given over the phone.

Questions regarding this RFP should be submitted in writing to Orlando Arteaga, P.E., City Engineer, via email to [oarteaga@cogsc.com](mailto:oarteaga@cogsc.com), no later than 3:00 pm EST (local time), Monday, December 2, 2019. No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

### Questions – RFP Port Tank Rehabilitation Project #1513

Answers to questions will be posted on the City's website at [www.cogsc.com](http://www.cogsc.com) under "Bids" as an Addendum no later than 5:00 pm EST (local time), Thursday, December 5, 2019.



### Project Schedule of Events

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

| MILESTONE EVENT                                                                         |                                                       | TIME EST<br>(LOCAL<br>TIME) |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------|
| 1. Request for Proposal (RFP) issued                                                    | Wednesday, November 27, 2019                          |                             |
| 2. Deadline for questions - emailed to: oarteaga@cogsc.com                              | Monday, December 2, 2019                              | 3:00 pm                     |
| 3. Deadline for addenda to be posted to the City's website, www.cogsc.com, under "Bids" | Thursday, December 5, 2019                            | 5:00 pm                     |
| 4. Proposal due date                                                                    | Tuesday, December 10, 2019                            | On or before 2:00 pm        |
| 5. Approve of contract by City Council (Tentative)                                      | Thursday, December 19, 2020                           |                             |
| 6. Design Start date (Tentative)                                                        | Monday, January 6, 2020                               |                             |
| 7. Design Completion date - (Tentative)                                                 | Friday, February 14, 2020                             |                             |
| 8. Construction Bid Opening (Tentative)                                                 | Tuesday, March 10, 2020                               |                             |
| 9. Construction Start (Tentative)                                                       | Wednesday, April 15, 2020                             |                             |
| 10. Construction Completion (Tentative)                                                 | 45 calendar days after Notice to Proceed (NTP) issued |                             |



The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown reserves the right to issue addenda to this RFP up to three (3) days before the RFP due date as needed to clarify the City of Georgetown's desires, or to make corrections or changes to the RFP document or submittal process.

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. Vendors are responsible to obtain information regarding bid submittals directly from the City's website, [www.cogsc.com](http://www.cogsc.com).

The City also reserves the right to cancel or reissue the RFP and/or revise the project schedule at any time.

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

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

All information will be updated and posted on the City's website [www.cogsc.com](http://www.cogsc.com) under "Bids". It is the proposer's responsibility to obtain the information directly from the City's website regarding this project.

The proposer will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_





### Submittal Instructions

Please note - when the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. Vendors are responsible to obtain information regarding bid submittals directly from the City's website, [www.cogsc.com](http://www.cogsc.com).

To be considered responsive, interested parties **must** comply with the following:

- Submit a sealed proposal by mail or hand-deliver only to:

City of Georgetown  
Attn: Purchasing  
Port Tank Rehabilitation Project #1513  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440

- Sealed proposal must be clearly marked "**Port Tank Rehabilitation Project #1513**" on the outside of the package.
- Sealed proposal must be received by the City on or before the deadline, 2:00 pm, Tuesday, December 10, 2019, EST (local time).
- Sealed proposal must include the following:
  1. Letter of Interest
  2. Statement of Qualifications
  3. Lump sum Fee on Proposal Form (Exhibit C)
  4. Billing Rate Schedule
  5. Completed Mandatory Vendor Submittal Form
  6. One (1) complete initialed copy of this RFP document
  7. One (1) electronic copy – Ex. USB flash drive - with the entire submittal in PDF format.
- 1. Proposals must be received no later than the aforementioned deadline. No proposal will be accepted after such time. Faxed or emailed proposals will not be accepted for any reason. No additional fees, costs, or any other reimbursable expenses will be allowed.
- 2. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the firms submitting a proposal.
- 3. All proposals should be clearly marked on the outside, "**Port Tank Rehabilitation Project #1513**". Submissions must be sealed and identify the name and number of the RFP on the outside of the envelope/package, as well as the submitter's business name, address, and license number (if applicable). No other information shall be included or written on the



outside of the proposal envelope/package. The City shall not be responsible for unidentified proposals.

4. It is the sole responsibility of the firm to have their proposals delivered to the City before the closing hour and dated. The City assumes no responsibility for delivery of proposals that are mailed. Late, faxed, or emailed proposals will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to reject any or all proposals and to waive any informalities and technicalities in the proposal process.
5. Any firm may withdraw their qualifications either personally or by written request, at any time prior to the scheduled opening of responses. No firm may withdraw qualifications for a period of sixty (60) days after the opening date. All firms shall be subject to the approval of the City Council.
6. Proposals must be submitted by firm's own format and shall address all RFP requirements. Partial or incomplete proposals may be rejected.
7. All costs incurred in preparing the proposal, or costs incurred in any other manner by the firm in responding to this RFP, will be wholly the responsibility of the firm. All materials and documents submitted by the firm in response to this RFP become the property of the City and will not be returned.
8. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

"The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA."

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

9. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
10. Letter of Interest – Must be no more than one (1) page (one page is one side of an 8.5" x 11" paper) in length and include contact information and signature of firms' Principal or Owner.
11. Statement of Qualifications, Experience, and Availability – Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified.
12. Proposed Process Approach – Must be no more than three (3) pages summarizing the method and approach to providing services to the City.





13. List of Professional References – Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a firm who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFP documents, contract of similar nature, or to reject the proposal from a firm who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the firm that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected firm of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.
16. Insurance Provisions - The selected firm will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at point of contract negotiation by the City's Risk Manager as follows:
  - Comprehensive General Liability (per occurrence);
  - Comprehensive Auto Liability (per occurrence); and
  - Workers' Compensation Liability
  - Automobile Liability
  - Professional Liability

The City of Georgetown is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the firm to advise the City's Risk Management Department at Fax No. 843.527.6173; email, cmcdaniel@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.

17. Indemnification - The selected firm agrees to indemnify, defend and hold harmless the City of Georgetown and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
18. Compliance With Law – The selected firm and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
19. City Business License and Permits - The selected firm shall be required to obtain all applicable City of Georgetown permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.
20. Payment terms - a monthly itemized billing statement must be submitted in a form specified by the City of Georgetown for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s).



Approved by council 1.19.2017

AN ORDINANCE TO AMEND  
CHAPTER 2 ADMINISTRATION –  
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

WHEREAS, Council has determined that the existing Purchasing Regulations of the City of Georgetown should be revised and updated; and

WHEREAS, Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the City through established procurement procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, South Carolina that the existing Chapter 2, Article IV, of the City Code of Ordinances.

ARTICLE IV. PROCUREMENT  
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Proposals (Bidding)

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the proposal is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local proposer whose proposal is within five-percent (5%) of the lowest non-local proposer to match the proposal submitted by the non-local proposer and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County proposer not exercise its right to match the proposal as granted herein, the next lowest qualified Georgetown City/County proposer shall have that right and so on. The right to match the non-



Georgetown City/County proposer's proposal shall be exercised within 24 hours of notification.

4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its proposal a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this proposal document. Failure to provide such affidavit at the time the proposer submits its proposal shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
- (b) Contracts for professional services except as provided for in Section 2-187 above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any proposal announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.





**MANDATORY VENDOR SUBMITTAL FORM**

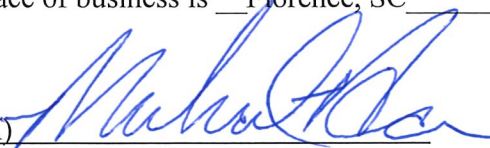
AN ORDINANCE TO AMEND  
CHAPTER 2 ADMINISTRATION - ARTICLE IV  
PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

ARTICLE IV.  
PROCUREMENT  
DIVISION 2. ETHICS IN CITY CONTRACTING

☐ I certify that [Company Name] \_\_\_\_\_  
is a **Resident Proposer** of Georgetown City/County as defined in the City of Georgetown  
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal  
place of business is \_\_\_\_\_ [City and State].

☒ I certify that [Company Name] Hanna Engineering  
is a **Non-Resident Proposer** of Georgetown City/County as defined in the City of Georgetown  
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal  
place of business is Florence, SC [City and State].

(X) 

Signature of Company Officer

(X) 12/6/19

Date



## General Contractual Requirements

1. Force Majeure - The proposer shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the proposer. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the proposer.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Proposer Qualifications - Proposer must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFP. The City of Georgetown reserves the right to make the final determination as to the proposer's ability to provide the services herein.
4. Proposer Responsibility - Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the proposer to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
5. Affirmative Action - The proposer will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City of Georgetown to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is further the policy of the City of Georgetown to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the proposer:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
  - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the proposer, shall be excluded from the foregoing provisions; termination costs, if any shall





not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the proposer to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFP is to be subcontracted, the proposer shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposer.
10. Ownership of Material – All materials and documents submitted by the proposer in response to this specification become the property of the City of Georgetown and will not be returned to the proposer.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposer.
12. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposer as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the proposer, as determined necessary by the City. Pertaining to all audits, the proposer shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the proposer shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations of an agreement.

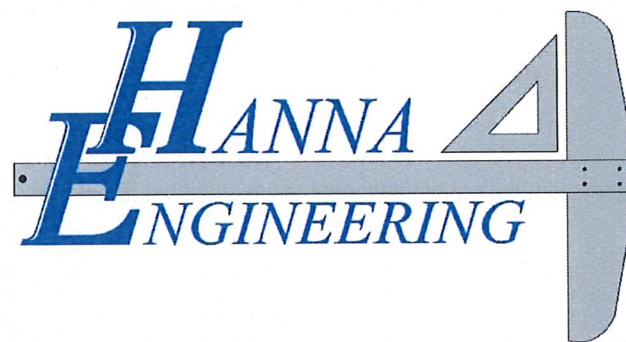


17. Representations of Proposer - Proposer represents, warrants, and covenants that:
- (a) In providing the services proposer shall utilize the care and skill used by members of proposer's profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the proposer (employees) to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
  - (c) Proposer is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Proposer agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposer's performance thereunder.
19. City Business License and permits - The selected proposer shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, [jgiilliard@cogsc.com](mailto:jgiilliard@cogsc.com) or 843.545.4041, for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

#### Exhibits

- A- Professional Consulting Services Agreement Sample
- B- Lead Based Paint Report
- C- Proposal Form





HANNA ENGINEERING, LLC

2412 Pisgah Road, Florence, SC 29501  
10838 Kings Road, Myrtle Beach, SC 29572  
Phone: 843.628.6800



# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and effective immediately by and between \_\_\_\_\_ (hereinafter called the "CONSULTANT") and the City of Georgetown, a duly organized and validly existing politic body of the State of South Carolina (hereinafter called "CITY"),

## WITNESSETH THAT

**WHEREAS**, The CITY desires to engage the services of a professional consultant for the purpose of \_\_\_\_\_, hereinafter referred to as "Project"; and,

**WHEREAS**, The CITY has solicited proposals for same by that certain Request for Proposal for Consultant Services, hereinafter referred to as "RFP", a copy of which is attached hereto for all purposes as **EXHIBIT "1"**; and,

**WHEREAS**, The Consultant has represented to CITY that it has the qualifications, experience, expertise, training, and personnel to timely perform the Project for CITY; and,

**WHEREAS**, The Consultant has expressed its desire to do so by their proposal, dated \_\_\_\_\_, hereinafter referred to as "Proposal", a copy of which is attached hereto for all purposes as **EXHIBIT "2"**; and,

**WHEREAS**, the parties desire to enter in an agreement for the Consultant to perform the Project for CITY per all the terms and conditions more particularly set out herein below;

**NOW, THEREFORE**, for and in consideration of the foregoing, and of other good and valuable consideration as described, the adequacy of which is acknowledged, the parties hereto agree as follows:



**(1) SCOPE OF SERVICES:**

- a. CONSULTANT hereby agrees to perform the tasks and services as outlined in the Scope of Work, which is part of the RFP.
- b. CITY may, from time to time require changes in the WORK of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated by written amendment to this Agreement.
- c. CONSULTANT is obligated to comply with applicable standards of normal engineering care in the performance of the services and covenants that the services will be performed in accordance with the specifications set forth in the statement of work. Written notice of non-conforming services must be promptly given by the CITY to CONSULTANT. CONSULTANT's obligations arising from non-conforming services as set forth in this paragraph shall extend compliant with the applicable statute of limitations in the South Carolina Code of Laws, as amended. CONSULTANT hereby disclaims all other warranties both express and implied.

**(2) COMPENSATION:**

- a. CITY agrees to pay CONSULTANT a sum not to exceed:  


---

in accordance with the Proposal, incorporated into this Agreement as Exhibit 2, and hereinafter referred to as "Compensation";
- b. CONSULTANT shall submit monthly invoices for work completed to CITY by the fifth day of the month following the month in which such work is done. Such invoices shall reference the project number, and shall be accompanied by a monthly progress report and/or any reasonably required supporting materials and/or data.
- c. CITY shall pay the CONSULTANT for such invoice within thirty (30) days thereafter, provided same has been reviewed and approved by CITY, which review shall be without undue delay.



- d. If CITY approves payment in an amount less than that submitted by CONSULTANT in the invoice, then the unpaid portion of such invoice shall be retained until approved by CITY, as set out herein; and the parties hereto shall work in good faith to resolve such discrepancy within five (5) days thereafter.
- e. COMPENSATION shall not be made for WORK which is not part of the original Scope of Services or is not amended in writing as set forth in Article 1b.
- f. In the event funds are not appropriated or become non-appropriated for an included fiscal year by CITY, it is agreed by the parties that this Agreement will become null and void and the CITY's obligations cannot extend beyond the date of non-appropriation.

(3) **PERIOD OF SERVICES:**

- a. The WORK to be performed by the CONSULTANT shall begin upon the date in the CITY's Notice to Proceed letter to the CONSULTANT, incorporated into this Agreement as **ATTACHMENT "A"**, and hereinafter referred to as "NTP"
- b. The WORK shall be completed in accordance with the Schedule, incorporated into this Agreement as **ATTACHMENT "B"**, and hereinafter referred to as "Schedule".
- c. Modifications to the SCHEDULE may be required. Such modifications, which are mutually agreed upon by and between CITY and the CONSULTANT shall be incorporated by written amendment to this Agreement

(4) **PERSONNEL:**

- a. The CONSULTANT shall supply the necessary personnel required to perform the services under this Agreement. A list of key personnel supplied by the CONSULTANT under this AGREEMENT are noted on the Personnel List, incorporated into this Agreement as **ATTACHMENT "C"**, and hereinafter referred to as "PERSONNEL";
- b. The Personnel List shall include the name, title and hourly billing rate of each entry on the list.



- c. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such services.
- d. The CITY reserves the right to request the substitution of CONSULTANT'S personnel, whether listed or not listed in PERSONNEL, assigned to this Agreement.

**(5) INDEPENDENT CONTRACTOR**

- a. The CONSULTANT shall at all times be considered an independent contractor hereunder, and neither CONSULTANT nor its employees, agents or representatives shall, under any circumstances, be considered employees of CITY.
- b. The CITY shall not be legally responsible for negligence or other wrong-doing, either intentional or unintentional, by CONSULTANT or CONSULTANT's employees, agents or representatives.
- c. The CITY shall not deduct from payment to CONSULTANT any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to CONSULTANT.
- d. The CITY shall not provide to CONSULTANT any insurance coverage or other benefits, including Workers Compensation, normally provided by CITY for CITY's employees

**(6) SERVICES AND MATERIALS TO BE FURNISHED BY CITY:**

- a. CITY shall furnish the CONSULTANT with any available information, data, and material pertinent to the execution of this Agreement.
- b. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.



(7) **TERMINATION:**

- a. CITY may terminate this Agreement upon seven (7) days written notice to CONSULTANT for CONSULTANT's failure to provide services hereunder to CITY's sole reasonable satisfaction.
- b. CITY may terminate this Agreement for any reason as CITY in its sole discretion shall decide upon fifteen (15) days written notice to CONSULTANT.
- c. Termination of this Agreement shall not relieve either party of any obligation incurred one to the other prior to said termination. Specifically, CITY agrees to pay CONSULTANT for all work performed hereunder and all reasonable costs incurred prior to said termination.

(8) **FORCE MAJEURE:**

- a. Force majeure includes acts of God, acts of other branches of government in either their sovereign or contractual capacities, or any similar cause beyond the reasonable control of the parties.
- b. Any delays in or failure of performance by either party that are caused by a Force Majeure shall not constitute breach of this AGREEMENT.
- c. In the event that any event of force majeure, as herein defined occurs, both parties shall be entitled to a reasonable extension of time for performance of its WORK.

(9) **PERMITS, CERTIFICATES AND/OR LICENSES:**

- a. CONSULTANT shall comply with all applicable federal, state, county and City laws and ordinances, in effect as of the date of this agreement in the performance of its obligations hereunder.
- b. CONSULTANT shall procuring and maintain all permits and license(s) required to perform the WORK, including any necessary business license(s).



**(10) NOTICES:**

- a. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

CITYCONSULTANT

City of Georgetown

Address

Post Office Box 939

Georgetown, SC 29440

Phone: (843) 545-4500

Phone:

**(11) DOCUMENTS:**

- a. The CITY shall be deemed as the owner of all work produced under this Agreement, including but not limited to drawings, specifications, reports, field data, notes, and other documents whether handwritten, typed or in electronic form.
- b. The CITY may use, reuse, copy, distribute and disseminate any and all work produced under this Agreement and rely on the accuracy of the CONSULTANT, so long as the documents remain unaltered, and only for the purpose for which the work product was originally intended under this Agreement. Any other use, reuse, copy, distribution and/or dissemination of any of the work produced under this Agreement shall be at the CITY's own risk, subject to §22. , *infra*.
- c. The CITY may modify any and all work produced under this Agreement as it sees fit; however, any modification shall also relieve the CONSULTANT of responsibility as to the work product and/or any modification thereof.

**(12) INFORMATION OF REPORTS:**

- a. The CONSULTANT shall, at such time and in form as CITY may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to project as may be requested by CITY.



- b. The CONSULTANT shall furnish CITY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.

**(13) RECORDS AND INSPECTIONS:**

- a. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project.
- b. CITY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

**(14) INSURANCE:**

- a. CONSULTANT shall procure and maintain insurance for the duration of this Agreement against any and all claims for injuries to persons or damages to property of third parties which may in any way arise from, or in connection with, the negligent performance of the work hereunder by CONSULTANT, its agents, representatives or employees.
- b. Such insurance shall contain a provision stating that coverage thereunder shall not be canceled or reduced without thirty (30) days prior written notice to CITY, and shall be in the following minimum amounts:

Minimum Coverages and Limits:

- |    |                        |                                                     |
|----|------------------------|-----------------------------------------------------|
| a. | General Liability      | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| b. | Worker's Compensation  | Statutory Limits                                    |
| c. | Automobile Liability   | \$1,000,000 per occurrence                          |
| d. | Professional Liability | \$1,000,000 per claim made                          |
- c. Certificates showing proof of such insurance shall be submitted to CITY prior to commencement of services under this Agreement.
  - d. The General Liability policy is to contain or be endorsed to name CITY, its officers, officials, agents and employees as additional insured as respects the liability arising out of the activities negligently performed under this Agreement. Such coverage shall be primary as to CONSULTANT'S negligence and shall



apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. CONSULTANT shall maintain Workers Compensation Insurance for all of CONSULTANT's employees who are in any way connected with the performance under this Agreement. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the CITY, its officers, officials, agents and employees.
- f. CONSULTANT and/or its insurers are responsible for payment of any liability arising out of Workers Compensation, unemployment or employee benefits offered to its employees.
- g. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A: VII and authorized to do business in the State of South Carolina, unless otherwise approved by CITY.
- h. CONSULTANT shall not self-insure in satisfaction of any insurance requirement set out herein without the express, written approval of CITY.

**(15) COMPLETENESS OF AGREEMENT:**

- a. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto
- b. This Agreement is entered into with full understanding and awareness of such requirement.
- c. CITY shall be allowed to rely upon the representations of CONSULTANT as set out in the Proposal.
- d. With the exception of the foregoing, this Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by both parties hereto.



**(16) CONFLICTS:**

- a. In the case of any conflict between the terms and conditions of this Agreement and the terms of any other agreement between the parties hereto, the terms of this Agreement shall control.
- b. If there is a conflict between the CONSULTANTS's Proposal and this Agreement, then this Agreement shall control.
- c. If there is a conflict between the CITY's Request for Proposal and the CONSULTANT's Proposal, the CITY'S RFP shall control.
- d. Both parties agree that all conflicts arising under this Agreement that cannot be settled between the parties shall be resolved in the Georgetown County Court of Common Pleas (Non-Jury)

**(17) SEVERABILITY:**

- a. If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

**(18) NONWAIVER:**

- a. The waiver by CITY or CONSULTANT of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach.
- b. In no event shall the making of any payment by CITY to the CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may exist on the part of the CONSULTANT
- c. The making of any such payment by CITY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to CITY in respect to such breach or default



(19) **GOVERNING LAW:**

- a. This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

(20) **RESPONSIBILITY:**

- a. Each party shall be responsible for its own acts as provided under the law of South Carolina and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.
- b. The foregoing notwithstanding, and excluding CONSULTANT'S liability for bodily injury or property damage of third parties, the total aggregate liability of CONSULTANT arising out of the performance or breach of this Agreement shall not exceed the greater of the compensation paid to CONSULTANT hereunder or \$500,000.00. Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth herein shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the parties, including their respective employees, or sub consultants.

(21) **INDEMNIFICATION:**

- a. Notwithstanding anything herein to the contrary, CONSULTANT shall indemnify and hold CITY, its employees, officers, officials, and/or representatives, free and harmless from and against any and all liabilities, losses, claims, demands, suits,



judgments, causes of action and/or expenses, of any kind including, but not limited to the payment of reasonable attorney's fees, resulting from property damage and/or personal injury, including death, resulting from the negligence, errors, omissions, and/or willful misconduct of CONSULTANT, if any, arising out of the performance of its duties hereunder.

- b. Such losses, liabilities, expenses, damages and/or claims shall include, but not be limited to, civil or criminal fines or penalties, a taking, whether direct, indirect or inverse, or for loss of use and/or service, personal injury, death, libel, slander, and reasonable attorney's fees in the underlying action through all levels of appeals.
- c. Should CITY be named in any suit, action or claim under the terms hereof, then, to the extent of, and in proportion to, its indemnification obligation, CONSULTANT shall appear and defend CITY at CONSULTANT's cost and expense, provided that CITY shall always have the option to appear and defend such action or claim on its own behalf.
- d. The foregoing indemnity shall survive the expiration or termination of this Agreement.

(22) **FREEDOM OF INFORMATION ACT (FOIA)**

- a. The parties acknowledge that all documents are subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.
- b. If CONSULTANT contends a document is exempt from disclosure under the FOIA, it shall mark any such documents plainly, and seek protection from disclosure by filing an appropriate action in Circuit Court and shall bear the cost of the action and any monetary or attorney's fees awarded to the person or entity making the FOIA request.
- c. If CONSULTANT objects to release and litigation is commenced against the CITY under the FOIA, CITY agrees to promptly notify CONSULTANT, who shall move to intervene as a party.



- d. CONSULTANT agrees to hold CITY harmless from and indemnify for all costs (including plaintiff's attorney's fees if awarded by the Court) incurred by the CITY in defending the lawsuit and the funds necessary to satisfy any judgment and all costs on appeal, if any.

**(23) ASSIGNABILITY:**

- a. The parties hereby agree that CONSULTANT may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

**(24) THIRD PARTY OBLIGATIONS:**

- a. Neither party shall be obligated or liable to any party other than the second party to this Agreement.

**(25) RESTRICTIONS ON LOBBYING:**

- a. CONSULTANT shall comply with all requirements of Section 1352, Title 31 of the U.S. Code, which prohibits all recipients of federal funds from using appropriated monies for lobbying activities.

**(26) SUCCESSORS AND ASSIGNS:**

- a. The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, CITY and the CONSULTANT have executed this agreement as of the date first written above.

**CITY OF GEORGETOWN**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Administrator

Title: Principal/Owner





October 18, 2019

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

Attn: Mr. Orlando Arteaga, P.E.  
City Engineer  
E: [oarteaga@cogsc.com](mailto:oarteaga@cogsc.com)

Re: **Report for Lead Paint Testing**  
Port Tank Rehabilitation Project  
Georgetown, South Carolina  
Terracon Project No. EN197345

Dear Mr. Arteaga:

Terracon Consultants, Inc. (Terracon) is pleased to present the results of the limited lead-based paint (LBP) testing performed on September 24, 2019 in support of the Port Tank rehabilitation project in Georgetown, South Carolina. Our services were performed in general accordance with our Proposal No. PEN197345.

### Regulatory Overview

Lead is regulated by the EPA, SCDHEC and OSHA. The EPA and SCDHEC regulate lead use, removal, and disposal, and OSHA regulates lead exposure to workers. The EPA defines LBP as paint, varnish, stain, or other applied coating that contains lead equal to or greater than 1.0 mg/cm<sup>2</sup>, 5,000 mg/kg, or 0.5% by dry weight as determined by laboratory analysis. The SCDHEC regulations 61-107.19 require that painted demolition debris with a lead concentration greater than 0.06% by weight be disposed in a permitted Class II landfill. However, coatings that are delaminated, deteriorated, flaking, or removed must be evaluated against the Toxicity Characteristic under state and federal hazardous waste management regulations. Lead-based paint is defined in SC Regulation 61-107.9, "Solid Waste Landfills and Structural Fill." The hazardous waste Toxicity Characteristic is defined in the SC Hazardous Waste Management Regulation 61-79, at § 261.24, "Toxicity Characteristic."

For the purpose of the OSHA lead standard, lead includes metallic lead, all inorganic lead compounds, and organic lead soaps. The complete OSHA standard for compliance can be found on OSHA's website ([www.osha.gov](http://www.osha.gov)). A synopsis of the OSHA regulations (29 CFR 1926.62) and the applicability are as follows:

Terracon Consultants, Inc. 1450 Fifth Street, West North Charleston, South Carolina 29405  
P (843) 884 1234 F (843) 884 9234 [terracon.com](http://terracon.com)



## Limited Lead Paint Testing Report

City of Georgetown Port Tank ■ Georgetown, South Carolina  
October 18, 2019 ■ Terracon Project No. EN187345

# Terracon

The OSHA *Lead Standard for Construction* (29 CFR 1926.62) applies to all construction work where an employee may be occupationally exposed to lead. All work related to construction, alteration, or repair (including painting and decorating) is included. The lead-in-construction standard applies to any detectable concentration of lead in paint, as even small concentrations of lead can result in unacceptable employee exposures depending upon on the method of removal and other workplace conditions. Under this standard, construction includes, but is not limited to, the following:

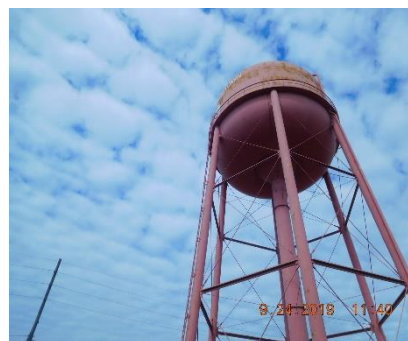
- Demolition or salvage of structures where lead or materials containing lead are present
- Removal or encapsulation of materials containing lead,
- New construction, alteration, repair, or renovation of structures, substrates, or portions containing lead, or materials containing lead,
- Installation of products containing lead,
- Lead contamination/emergency clean-up,
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed,
- Maintenance operations associated with construction activities described above

## Sampling and Analytical Protocol

Mr. Langford and Andrew Mitroka of Terracon conducted the lead-based paint (LBP) sampling on September 24, 2019. The LBP sampling was conducted by collecting representative paint chip samples from painted or lacquered surfaces of structure components likely to contain LBP, based on apparent date of application. Samples were collected down to the surface substrate so as to include any underlying paint systems in the analysis. The samples were selected based on current paint schemes and may not be inclusive of old paint systems covered with paneling, or existing painted systems. The paint chip samples were submitted to an ELAP approved laboratory for analysis of lead by NIOSH Method 7082M (atomic absorption).

## Findings

The 500,000-gallon water tank was erected in 1973 and has been re-painted several times throughout the years. The City intends to rehabilitate the steel tank and all its metal accessories by sandblasting to the bare surface. Eighteen (18) paint-chip samples were collected from the components of the Port Tank structure on the site. One paint sample (Pb-17) collected from the ladder contained a lead concentration above the EPA 0.5% by weight threshold. All other paint chip samples were above the SCDHEC 0.06% by weight threshold with the exception of the interior hatch white paint (Pb-18). The table below summarizes the sample locations and laboratory results. Laboratory results are attached.





**Limited Lead Paint Testing Report**

City of Georgetown Port Tank ■ Georgetown, South Carolina  
 October 17, 2019 ■ Terracon Project No. EN187345

**Table 1 – Summary of Lead in Paint Results**

| Sample Number | Description  | Location                     | Lead Result | EPA Lead | SCDHEC Lead |
|---------------|--------------|------------------------------|-------------|----------|-------------|
|               |              |                              |             | 0.5%     | 0.06%       |
| Pb-01         | Orange Paint | Tank Leg 1                   | 0.26 %      | No       | Yes         |
| Pb-02         | Orange Paint | Tank Leg 2                   | 0.40 %      | No       | Yes         |
| Pb-03         | Orange Paint | Tank Leg 3                   | 0.45 %      | No       | Yes         |
| Pb-04         | Orange Paint | Tank Leg 4                   | 0.31 %      | No       | Yes         |
| Pb-05         | Orange Paint | Tank Leg 5                   | 0.28 %      | No       | Yes         |
| Pb-06         | Orange Paint | Tank Leg 6                   | 0.21 %      | No       | Yes         |
| Pb-07         | Orange Paint | Water Uptake                 | 0.33 %      | No       | Yes         |
| Pb-08         | Orange Paint | Concrete Pad at Water Uptake | 0.18 %      | No       | Yes         |
| Pb-09         | Orange Paint | Exterior Upper Tank          | 0.33 %      | No       | Yes         |
| Pb-10         | Orange Paint | Exterior Upper Tank          | 0.23 %      | No       | Yes         |
| Pb-11         | Orange Paint | Exterior Upper Tank          | 0.19 %      | No       | Yes         |
| Pb-12         | Orange Paint | Exterior Upper Tank          | 0.20 %      | No       | Yes         |
| Pb-13         | Orange Paint | Exterior Upper Tank          | 0.16 %      | No       | Yes         |
| Pb-14         | Orange Paint | Exterior Upper Tank          | 0.14 %      | No       | Yes         |
| Pb-16         | Orange Paint | Exterior Upper Tank          | 0.23 %      | No       | Yes         |
| Pb-17         | Orange Paint | Ladder at Upper Platform     | 0.61 %      | Yes      | Yes         |
| Pb-18         | White Paint  | Interior of Top Hatch        | <0.0084 %   | No       | No          |

*There is no sample Pb-15*

**Recommendations**

It is our understanding the City of Georgetown intends to sandblast the port tank to the substrate. Terracon recommends full enclosure of the tank during the sandblasting process and the collection of all debris for testing by the Toxicity Characteristic Leachate Procedure (TCLP) prior to disposal. It may be prudent to perform perimeter air monitoring during the sandblasting operations to insure the integrity of the containment. Workers performing the removal must comply with OSHA's Lead in Construction Standard, 29 CFR 1926.62.

Accumulations of paint waste (chips, dust, flakes, etc.) must be properly evaluated for compliance with the hazardous waste determination requirements of the SC Hazardous Waste Management Regulation for the Toxicity Characteristic, found at SC R. 61-79.261.24. Similarly, waste generated from any abatement activities, as well as other materials contaminated from the abatement activities, must also be evaluated in terms of the hazardous waste Toxicity Characteristic. If the material is classified as a hazardous material, the material shall be disposed of in a Subtitle C (hazardous waste) landfill.



**Limited Lead Paint Testing Report**

City of Georgetown Port Tank ■ Georgetown, South Carolina  
 October 18, 2019 ■ Terracon Project No. EN187345


**Limitations**

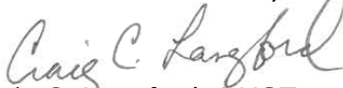
This survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. This letter report has been prepared on behalf of and exclusively for use and reliance by the Client. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date.

This report has been prepared on behalf of and exclusively for use by City of Georgetown for specific application to their project as discussed. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information, which may have been used in the preparation of this report. No warranty, express or implied is made.

Terracon appreciates the opportunity to provide this service to City of Georgetown. If you have any questions regarding this report, please contact the undersigned at (843) 277-8402.

Sincerely,

**Terracon Consultants, Inc**

  
 Craig C. Langford, OHST  
 Senior Industrial Hygienist

  
 Jeffrey A. Gurrie, CIH  
 Authorized Project Reviewer

Attachments: Laboratory Results



**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

<http://www.EMSL.com>[greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 02190659

CustomerID: WPCE62

CustomerPO: EN197345

ProjectID:

**9.A.d**

Attn: **Craig Langford**  
**Terracon, Inc.**  
**1450 Fifth Street West**  
**North Charleston, SC 29405**

Phone: (843) 884-1234  
 Fax: (843) 884-9234  
 Received: 09/25/19 1:00 PM  
 Collected: 9/24/2019

Project: **EN197345 / Port Water Tank****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

| <i>Client Sample Description</i> | <i>Lab ID</i>                   | <i>Collected</i> | <i>Analyzed</i> | <i>Weight</i> | <i>Lead Concentration</i> |
|----------------------------------|---------------------------------|------------------|-----------------|---------------|---------------------------|
| Pb-01                            | 021906598-0001                  | 9/24/2019        | 9/26/2019       | .2639 g       | 0.26 % wt                 |
|                                  | Site: Tank Leg 1                |                  |                 |               |                           |
| Pb-02                            | 021906598-0002                  | 9/24/2019        | 9/26/2019       | .258 g        | 0.40 % wt                 |
|                                  | Site: Tank Leg 2                |                  |                 |               |                           |
| Pb-03                            | 021906598-0003                  | 9/24/2019        | 9/26/2019       | .3008 g       | 0.45 % wt                 |
|                                  | Site: Tank Leg 3                |                  |                 |               |                           |
| Pb-04                            | 021906598-0004                  | 9/24/2019        | 9/26/2019       | .3023 g       | 0.31 % wt                 |
|                                  | Site: Tank Leg 4                |                  |                 |               |                           |
| Pb-05                            | 021906598-0005                  | 9/24/2019        | 9/26/2019       | .2884 g       | 0.28 % wt                 |
|                                  | Site: Tank Leg 5                |                  |                 |               |                           |
| Pb-06                            | 021906598-0006                  | 9/24/2019        | 9/26/2019       | .3339 g       | 0.21 % wt                 |
|                                  | Site: Tank Leg 6                |                  |                 |               |                           |
| Pb-07                            | 021906598-0007                  | 9/24/2019        | 9/26/2019       | .2792 g       | 0.33 % wt                 |
|                                  | Site: Water Uptake              |                  |                 |               |                           |
| Pb-08                            | 021906598-0008                  | 9/24/2019        | 9/26/2019       | .2645 g       | 0.18 % wt                 |
|                                  | Site: Concrete Pad              |                  |                 |               |                           |
| Pb-09                            | 021906598-0009                  | 9/24/2019        | 9/26/2019       | .3174 g       | 0.33 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |
| Pb-10                            | 021906598-0010                  | 9/24/2019        | 9/26/2019       | .266 g        | 0.23 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |
| Pb-11                            | 021906598-0011                  | 9/24/2019        | 9/26/2019       | .306 g        | 0.19 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |
| Pb-12                            | 021906598-0012                  | 9/24/2019        | 9/26/2019       | .2644 g       | 0.20 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |
| Pb-13                            | 021906598-0013                  | 9/24/2019        | 9/26/2019       | .267 g        | 0.16 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |
| Pb-14                            | 021906598-0014                  | 9/24/2019        | 9/26/2019       | .2663 g       | 0.14 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |
| Pb-16                            | 021906598-0016                  | 9/24/2019        | 9/26/2019       | .2955 g       | 0.23 % wt                 |
|                                  | Site: Exterior Upper Water Tank |                  |                 |               |                           |

*James Cole*

James Cole, Laboratory Manager  
 or other approved signatory

\*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC EMSL Lab ID 102564 is accredited by the AIHA Laboratory Accreditation Program (AIHA-LAP), LLC in the Environmental Lead accreditation program for Lead in Paint Chips.

Initial report from 09/26/2019 08:19:30



**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

<http://www.EMSL.com>[greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 02190659

CustomerID: WPCE62

CustomerPO: EN197345

ProjectID:

**9.A.d**

Attn: **Craig Langford**  
**Terracon, Inc.**  
**1450 Fifth Street West**  
**North Charleston, SC 29405**

Phone: (843) 884-1234  
Fax: (843) 884-9234  
Received: 09/25/19 1:00 PM  
Collected: 9/24/2019

Project: **EN197345 / Port Water Tank****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

| <i>Client Sample Description</i>    | <i>Lab ID</i>  | <i>Collected</i> | <i>Analyzed</i> | <i>Weight</i> | <i>Lead Concentration</i> |
|-------------------------------------|----------------|------------------|-----------------|---------------|---------------------------|
| Pb-17                               | 021906598-0017 | 9/24/2019        | 9/26/2019       | .2678 g       | 0.61 % wt                 |
| Site: Ladder                        |                |                  |                 |               |                           |
| Pb-18                               | 021906598-0018 | 9/24/2019        | 9/26/2019       | .2379 g       | <0.0084 % wt              |
| Site: Top Cover Interior White/Blue |                |                  |                 |               |                           |

James Cole, Laboratory Manager  
or other approved signatory

\*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC EMSL Lab ID 102564 is accredited by the AIHA Laboratory Accreditation Program (AIHA-LAP), LLC in the Environmental Lead accreditation program for Lead in Paint Chips.

Initial report from 09/26/2019 08:19:30





EMSL ANALYTICAL, INC.  
LABORATORY-PRODUCTS-TRAINING

## Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

6598

EMSL ANALYTICAL, INC.  
10801 SOUTHERN LOOP  
BLVD  
PINEVILLE, NC 28134  
704-525-2205

|                                                                                                |                    |                                                                                                                                           |                           |
|------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Company : Terracon                                                                             |                    | EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different<br>If Bill to is Different note instructions in Comments** |                           |
| Street: 1450 Fifth Street West                                                                 |                    | Third Party Billing requires written authorization from third party                                                                       |                           |
| City: North Charleston                                                                         | State/Province: SC | Zip/Postal Code: 29405                                                                                                                    | Country:                  |
| Report To (Name): Craig Langford                                                               |                    | Fax #:                                                                                                                                    |                           |
| Telephone #: 843.442.6658                                                                      |                    | Email Address: craig.langford@terracon.com                                                                                                |                           |
| Project Name/Number: EN 197345 Port Water Tank                                                 |                    |                                                                                                                                           |                           |
| Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email |                    | Purchase Order:                                                                                                                           | U.S. State Samples Taken: |

## Turnaround Time (TAT) Options\* - Please Check

☐ 3 Hours ☐ 6 Hours ☒ 24 Hours ☐ 48 Hours ☐ 3 Days ☐ 4 Days ☐ 5 Days ☐ 10 Day

\*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

| Matrix                                                                                                                      | Method                             | Instrument              | Reporting Limit  | Check                               |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------|------------------|-------------------------------------|
| Chips <input type="checkbox"/> mg/cm <sup>2</sup><br><input checked="" type="checkbox"/> % by wt.                           | SW846-7000B/7420<br>or AOAC 974.02 | Flame Atomic Absorption | 0.01%            | <input checked="" type="checkbox"/> |
| Air                                                                                                                         | NIOSH 7082                         | Flame Atomic Absorption | 4 µg/filter      | <input type="checkbox"/>            |
|                                                                                                                             | NIOSH 7105                         | Graphite Furnace AA     | 0.03 µg/filter   | <input type="checkbox"/>            |
|                                                                                                                             | NIOSH 7300 modified                | ICP-AES                 | 0.5 µg/filter    | <input type="checkbox"/>            |
| Wipe* <input type="checkbox"/> ASTM<br><input type="checkbox"/> non ASTM<br>*If no box is checked, non-ASTM Wipe is assumed | SW846-7000B/7420                   | Flame Atomic Absorption | 10 µg/wipe       | <input type="checkbox"/>            |
|                                                                                                                             | SW846-6010B or C                   | ICP-AES                 | 0.5 µg/wipe      | <input type="checkbox"/>            |
| TCLP                                                                                                                        | SW846-1311/7420/SM 3111B           | Flame Atomic Absorption | 0.4 mg/L (ppm)   | <input type="checkbox"/>            |
|                                                                                                                             | SW846-6010B or C                   | ICP-AES                 | 0.1 mg/L (ppm)   | <input type="checkbox"/>            |
| Soil                                                                                                                        | SW846-7420                         | Flame Atomic Absorption | 40 mg/kg (ppm)   | <input type="checkbox"/>            |
|                                                                                                                             | SW846-7421                         | Graphite Furnace AA     | 0.3 mg/kg (ppm)  | <input type="checkbox"/>            |
|                                                                                                                             | SW86-6010B or C                    | ICP-AES                 | 1 mg/kg (ppm)    | <input type="checkbox"/>            |
| Wastewater                                                                                                                  | SM3111B or<br>SW846-7000B/7420     | Flame Atomic Absorption | 0.4 mg/L (ppm)   | <input type="checkbox"/>            |
|                                                                                                                             | EPA 200.9                          | Graphite Furnace AA     | 0.003 mg/L (ppm) | <input type="checkbox"/>            |
|                                                                                                                             | SW846-6010B or C                   | ICP-AES                 | 1 mg/kg (ppm)    | <input type="checkbox"/>            |
| Drinking Water                                                                                                              | EPA 200.9                          | Graphite Furnace AA     | 0.003 mg/L (ppm) | <input type="checkbox"/>            |

Other: Preservation Method (Water):

Name of Sampler: Signature of Sampler:

| Sample # | Location   | Volume/Area | Date/Time Sample |
|----------|------------|-------------|------------------|
| Pb-01    | Tank Leg 1 |             |                  |
| Pb-02    | Tank Leg 2 |             |                  |
| Pb-03    | Tank Leg 3 |             |                  |
| Pb-04    | Tank Leg 4 |             |                  |
| Pb-05    | Tank Leg 5 |             |                  |
| Pb-06    | Tank Leg 6 |             |                  |

Client Sample #'s: Total # of Samples: 18

Relinquished (Client): *Craig Langford* Date: 9/24/09 Time: 1:30

Received (Lab): *Kyle Nelson* Date: 9/25/09 Time: 9:20AM Fx

Comments: 7957 7007 8002

*OK 9/25/09 1pm*

Controlled Document -- Lead (Pb) COC -- R1 -- 3/18/2009





EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

## LEAD (Pb) CHAIN OF CUSTODY

EMSL ORDER ID (Lab Use Only):

6598

9.A.d  
EMSL ANALYTICAL, INC.  
10801 SOUTHERN  
LOOP BLVD  
PINEVILLE, NC 28134  
704-525-2205

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

| Sample # | Location                      | Volume/Area | Date/Time Sampled |
|----------|-------------------------------|-------------|-------------------|
| Pb-07    | Water uptake                  |             |                   |
| Pb-08    | Concrete Pad                  |             |                   |
| Pb-09    | Exterior upper water tank     |             |                   |
| Pb-10    | ↓                             |             |                   |
| Pb-11    |                               |             |                   |
| Pb-12    |                               |             |                   |
| Pb-13    |                               |             |                   |
| Pb-14    |                               |             |                   |
| Pb-15    |                               |             |                   |
| Pb-16    | ↓                             |             |                   |
| Pb-17    | Ladder                        |             |                   |
| Pb-18    | Top Cover Interior white/blue |             |                   |
|          |                               |             |                   |
|          |                               |             |                   |
|          |                               |             |                   |
|          |                               |             |                   |
|          |                               |             |                   |
|          |                               |             |                   |
|          |                               |             |                   |

Comments/Special Instructions:

Page \_\_\_\_ of \_\_\_\_ pages





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

### ACTION ITEM

DOC ID: 2923

|                                   |                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department:</b>                | Engineering                                                                                                                                                                                                                                                                                                                                                        |
| <b>Issue Under Consideration:</b> | Motion to approve construction bid and make payments to Seven Seas Marine Construction Inc. for a not-to-exceed amount of \$53,828.00 to make repairs of 21 lineal feet of bulkhead located at Constitution Park. Work includes excavation, replacement of sheet piling, top and bottom whalers, and replacement of concrete sidewalks and a section of handrails. |
| <b>Amount Requested:</b>          | \$53,828.00                                                                                                                                                                                                                                                                                                                                                        |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                |
| <b>If no, please explain:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b>          | None                                                                                                                                                                                                                                                                                                                                                               |
| <b>Points to Consider:</b>        | The work must be done to repair the cave-in conditions behind a 21-foot section of bulkhead at Constitution Park.                                                                                                                                                                                                                                                  |
| <b>Options:</b>                   | None                                                                                                                                                                                                                                                                                                                                                               |
| <b>Staff Recommendation:</b>      | Approve bid from Seven Seas Marine Construction Inc.                                                                                                                                                                                                                                                                                                               |

#### Reviews:

Orlando Arteaga Completed 12/11/2019 11:17 AM  
 Finance Completed 12/11/2019 12:17 PM  
 City Attorney Completed 12/11/2019 2:39 PM  
 Sandra E. Yudice Ph.D. Completed 12/11/2019 4:54 PM  
 Stephanie Buccione Completed 12/11/2019 5:24 PM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

#### Attachments:

1. a Certified Bid Tab (PDF)
2. b Seven Seas Bid (PDF)
3. c Exhibit 2- Photos (1-4)(PDF)



| Constitution Park Bulkhead Repairs Project |                                                                                                     |          |      | Seven Seas Marine Construction Inc. |                |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------|----------|------|-------------------------------------|----------------|
| Item No.                                   | Description                                                                                         | Quantity | Unit | Total                               |                |
| 1                                          | Excavate and backfill with clean granular material                                                  | 1        | LS   | \$15,000.00                         | \$168,5        |
| 2                                          | Replace 2"x8" tongue and groove sheet piling. Include top and bottom 6"x8" walers and filter fabric | 21       | LF   | \$26,250.00                         | \$21,0         |
| 3                                          | Replace concrete sidewalk                                                                           | 125      | SF   | \$6,000.00                          | \$3,5          |
| 4                                          | Replace boardwalk handrails                                                                         | 9.2      | LF   | \$2,070.00                          | \$2,5          |
| 5                                          | Install brick ribbon                                                                                | 46       | LF   | \$4,508.00                          | \$2,3          |
| <b>TOTAL BID</b>                           |                                                                                                     |          |      | <b>\$53,828.00</b>                  | <b>\$197,8</b> |

Certified By:

  
 Orlando Arteaga, PE  
 City Engineer

12-6-19  
 Date

Attachment: Certified Bid Tab (2923 : Approval of construction bid for Bulkhead Repairs at Constitution Park)



## BID FORM

CONSTITUTION PARK BULKHEAD REPAIRSFor the City of Georgetown, SCDate: 12-5-19PROPOSAL OF Seven Seas Marine Const. Inc.(hereinafter called "Bidder"), a South Carolina (State)

corporation/partnership/individual (Strike out inapplicable terms) doing business as a

Corporation

TO: City of Georgetown, SC

The Bidder, in compliance with your request for bids for the, CONSTITUTION PARK BULKHEAD REPAIRS, PROJECT # 1207 having examined the Request for Bid (RFB) documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, for the **Lump Sum of Bid:**

Fifty-three thousand, eight hundred & twenty-eight Dollars \$ ( 53,828.00 )

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

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **Forty-Five (45)** consecutive calendar days after specified date on Notice to Proceed. Bidder further agrees to pay as Liquidated Damages (LD's) the sum of \$100 for each consecutive calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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



Bidder acknowledges receipt of the following addendum:

No.: 1 Dated: 11-19-2019

No.:      Dated:     

No.:      Dated:     

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

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) Calendar days after the scheduled closed time for receiving bids.

The undersigned declares that his firm is (delete those not applicable): A corporation organized and existing under the laws of the State of South Carolina

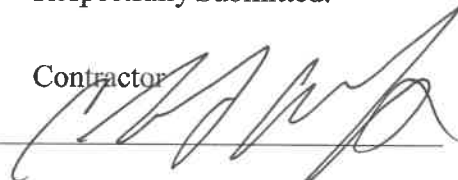
A partnership consisting of:     

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

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

Respectfully Submitted:

(SEAL – if bid is by a Corporation)

Contractor  
By: 

(Type/Print Name)

Caleb I. Clark, President  
(Title)

Street: 3468 Hwy 17

City, State, Zip Code: Murrells Inlet, SC 29576

Telephone: 843-651-1674

Email: sevenseasmc.jac@gmail.com

S.C. General Contractor's License No. G96633

FID No.: 57-1012038



**SCHEDULE OF TASKS**

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

**Constitution Park Bulkhead Repairs**

| Item no.         | Tasks                                                                                                  | Quantity | Unit | Unit Price (\$) | Total Price (\$) |
|------------------|--------------------------------------------------------------------------------------------------------|----------|------|-----------------|------------------|
| 1                | Excavate and backfill with clean granular material                                                     | 1        | LS   | 15,000.00       | 15,000.00        |
| 2                | Replace 2"x 8" tongue and groove sheet piling. Include top and bottom 6"x 8" walers and filter fabric. | 21       | LF   | 1250.00         | 26,250.00        |
| 3                | Replace concrete sidewalk                                                                              | 125      | SF   | 48.00           | 6,000.00         |
| 4                | Replace boardwalk handrails                                                                            | 9.2      | LF   | 225.00          | 2,070.00         |
| 5                | Install brick ribbon                                                                                   | 46       | LF   | 98.00           | 4,508.00         |
|                  |                                                                                                        |          |      |                 |                  |
|                  |                                                                                                        |          |      |                 |                  |
|                  |                                                                                                        |          |      |                 |                  |
|                  |                                                                                                        |          |      |                 |                  |
| <b>TOTAL BID</b> |                                                                                                        |          |      |                 | <b>53,828.00</b> |

The above process include all mobilization, labor, material, equipment, overhead, profit, taxes, insurance, permit fees, pedestrian protection, etc. to complete the work.

Attachment: Seven Seas Bid (2023 : Approval of construction bid for Bulkhead Repairs at Constitution Park)





## REQUEST FOR BID (RFB)

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
Email: dhoward@cogsc.com  
Phone: 843.545.4043

PROJECT: Constitution Park Bulkhead Repairs

PROJECT #: 1207

DATE OF ISSUE: Friday, October 25, 2019

DUE: **On or before 2:00 PM EST (local time)**  
**Thursday, November 21, 2019**

Return by mail or hand-deliver only to:

City of Georgetown  
Attn: Purchasing  
Constitution Park Bulkhead Repairs  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440

## TABLE OF CONTENTS

| <u>Topic</u>                          | <u>Page</u> |
|---------------------------------------|-------------|
| Background.....                       | 3           |
| Purpose.....                          | 3           |
| Scope of Services.....                | 3           |
| Process.....                          | 4           |
| Evaluation Criteria.....              | 4           |
| Questions.....                        | 5           |
| Schedule of Events.....               | 5           |
| Submittal Instructions.....           | 6           |
| Mandatory Vendor Submittal Form.....  | 12          |
| General Contractual Requirements..... | 13          |
| Exhibits.....                         | 15          |



## Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as Liberty Steel, International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.cogsc.com](http://www.cogsc.com).

## Purpose

The City of Georgetown is seeking bids from qualified and licensed marine contractors to perform bulkhead repairs at Constitution Park located adjacent to 901 Front Street, Georgetown, SC, 29440.

## Scope of Services/Work Requirements

The ground behind the bulkhead near the anchor is caving-in due to water infiltration through the existing timber sheetpiling. The contractor will be responsible to replace 21 LF of the sheetpiling in kind. Repairs include boardwalk handrail replacement, removal, disposal and replacement of concrete sidewalk and brick ribbon.

Provide a lump sum bid to perform the following repairs:

1. Replace tongue and groove sheet piling, top and bottom whalers, and add water-tight membrane
2. Replace boardwalk handrails
3. Replace concrete sidewalks
4. Install brick ribbon

All sheet piling lumber shall be CCA P.T. Marine Grade Southern Pine lumber. New lumber and fasteners shall match existing dimensions. Metal fasteners and connection accessories shall be hot-dipped galvanized.

Handrails shall match the existing with Brazilian IPE lumber and stainless steel cables.

Concrete for sidewalks shall be 3,500 psi strength at 28-days, air entrained. Provide expansion joints every five feet.

Filter Cloth: Medium weight nonwoven geotextiles (6oz. to 8oz.) most commonly used for behind bulkheads. AASHTO Class 1 & 2 Fabrics

Brick and mortar. City will furnish bricks. Use masonry mortar Type S rated for exterior applications.

Submit material product data and samples for City's approval prior to installation.

Contractor is responsible to secure a building permit from the City of Georgetown's Building and Planning Department.

Contractor shall take caution to protect and prevent damages to the existing infrastructure including utilities. Contractor shall be responsible for damages at no extra cost to the City.

Contractor shall provide protection around work area.

The contractor shall work Monday-Friday during these day time work hours: 7 AM to 5 PM.

Bid, payment and performance bonds are not required for projects less than \$100,000.

Contractor shall complete the work within 45 calendar days after Notice to Proceed.

There is a requirement of 10% retainage for all invoices. Final payment will be made after final review and acceptance by the City.

Contractor shall warranty the work for a period of one year.

### Process

This solicitation will be conducted in accordance with City's Purchasing Ordinance which can be found in its entirety on the City's website at: <http://cityofgeorgetownsc.com/find/find-ordinances/>.

The City will conduct the selection of a qualified contractor in the following manner:

1. The RFB and Bid Form documents will be available on our website. To access, go to the City's website at [www.cogsc.com](http://www.cogsc.com), and click on "Bids" at the bottom of the home page.
2. Bids will be received and evaluated as described in this RFB.
3. Lowest qualified, responsible and responsive bid will be presented to the Georgetown City Council or City Administrator for approval, as required.
4. After Council approval, the City will issue the Notice of Award.
5. The Submittal Listing of Bids received will be posted on the City's website, [www.cogsc.com](http://www.cogsc.com), under "Bids" within forty-eight (48) hours of opening.

### Evaluation Criteria

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

- A. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- B. Whether the bidder can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts or services similar to;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;



- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the bidder to provide services for the nature of the requirements of an awarded contract as required in the RFB; and
- I. Whether the bidder has met the criteria of the RFB specifications, terms and conditions of the RFB.

### Questions

No answers will be given over the phone.

Questions regarding this RFB should be submitted in writing to [oarteaga@cogsc.com](mailto:oarteaga@cogsc.com), no later than 3:00 pm EST (local time), Wednesday, November 13, 2019.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the bidder to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

### Constitution Park Bulkhead Repairs

Answers to questions will be posted on the City's website at [www.cogsc.com](http://www.cogsc.com) under "Bids" as an Addendum no later than 5:00 pm EST (local time), Monday, November 18, 2019.

### Schedule of Events

The following is the schedule of events listed in the order of occurrence:

| MILESTONE EVENT                                                                                               | DATE                         | TIME EST (LOCAL TIME) |
|---------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------|
| 1. RFB issued                                                                                                 | Friday, October 25, 2019     |                       |
| 2. Deadline for questions - email to <a href="mailto:oarteaga@cogsc.com">oarteaga@cogsc.com</a>               | Wednesday, November 13, 2019 | 3:00 pm               |
| 3. Deadline for answer(s) to be posted to the City's website <a href="http://www.cogsc.com">www.cogsc.com</a> | Monday, November 18, 2019    | 5:00 pm               |
| 4. Bid due date                                                                                               | Thursday, November 21, 2019  | on or before 2:00 pm  |
| 5. Council or City Administrator Approval (tentative)                                                         | Thursday, December 19, 2019  |                       |
| 6. Notice to Proceed (tentative)                                                                              | January 2, 2020              |                       |
| 6. Completion of Work                                                                                         | 45 calendar days after NTP   |                       |

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post to the City's website and notify known participants. The City reserves the right to issue addenda to this RFB up to three (3) days before the RFB due date as needed to clarify the City's desires, or to make corrections or changes to the RFB document or submittal process.

The City reserves the right to request additional information at any time from any and all prospective contractors or individuals as deemed necessary by the City to evaluate the bids. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original bid.

When the Purchasing Department is closed due to force majeure, bid and bid openings will be postponed to the same time on the next official business day.

The City reserves the right to cancel or reissue the RFB and/or revise the schedule at any time.

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

All information will be updated and posted on the City's website [www.cogsc.com](http://www.cogsc.com) under "Bids". It is the bidder's responsibility to obtain the information directly from the City's website regarding this project.

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: 1 Dated: 11-19-2019

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

### **Submittal Instructions**

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. Vendor is responsible to obtain information regarding bid submittals directly from the City's website, [www.cogsc.com](http://www.cogsc.com).

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-185 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the City's website at: <http://cityofgeorgetownsc.com/find/find-ordinances/>.



To be considered responsive, interested parties **must** comply with the following:

1. Sealed bid proposal must be clearly marked "Constitution Park Bulkhead Repairs" on the outside of the package and must include these items:
  1. Complete Bid Form (Exhibit 4)
  2. Complete initialed copy of this RFB document
  3. Complete Mandatory Vendor Submittal Form
2. Sealed bid proposal must be received by the City's Purchasing Department at 2377 Anthuan Maybank Drive, Georgetown, SC 29440, no later than the aforementioned deadline. Bids will be publicly opened and read aloud. No bid will be accepted after such time. It is the sole responsibility of the bidder to have their bids delivered to the City before the closing hour and date. The City assumes no responsibility for delivery of bids that are mailed. Late bids will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all bids and to waive any informalities and technicalities in the bid process. No additional fees, costs, or any other reimbursable expenses will be allowed.
3. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the bidders submitting a bid.
4. Bids must be sealed and clearly identify the name and number of the RFB on the outside of the envelope/package, as well as the submitter's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the bid envelope/package. The City shall not be responsible for unidentified bids.
5. Any bidder may withdraw their bid either personally or by written request, at any time prior to the scheduled opening of responses. No bidder may withdraw bids for a period of sixty (60) days after the opening date. All bidders shall be subject to the approval of the City Council.
6. Bids must be submitted by bidder's own format and shall address all RFB requirements. Partial or incomplete bids may be rejected.
7. All costs incurred in preparing the bid, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFB become the property of the City and will not be returned.
8. Any proprietary information contained in the bid should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

"The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA."

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily recognized. In the event the City receives a

request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

9. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. Bids having any erasures or corrections must be initialed in ink by the vendor.
10. Letter of Interest – **Not Applicable**. Must be no more than one (1) page (one page is one side of an 8.5" x 11" paper) in length and include contact information and signature of company owner/president/CEO.
11. Statement of Qualifications, Experience, and Availability – **Not Applicable**. Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFB process to provide requested services to the City. Key staff members participating should be identified. Include photos of recent projects.
12. Proposed Process Approach – **Not Applicable** - Must be no more than two (2) pages summarizing the method and approach to providing preconstruction and construction services to the City.
13. List of References – Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a bidder who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFB documents, contract of similar nature, or to reject the bid from a bidder who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected bidder of any contract to be entered into in accordance with this RFB will not be recognized by the City unless such assignment has prior written approval of the City.
16. Insurance Provisions - The selected bidder will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at point of contract negotiation by the City's Risk Manager as follows:
  - Comprehensive General Liability (per occurrence);
  - Comprehensive Auto Liability (per occurrence); and
  - Workers' Compensation Liability
  - Automobile Liability

The City is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the bidder to advise the City's Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email - [cmcdaniel@cogsc.com](mailto:cmcdaniel@cogsc.com)
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440



Failure to do so shall be construed to be a breach of the agreement:

17. Indemnification - The selected bidder agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
18. Compliance With Law – The selected bidder and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
19. City Business License and Permits - The selected bidder shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, [jgiiliard@cogsc.com](mailto:jgiiliard@cogsc.com) or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.
20. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).
21. Bid and Performance Bonds - Bid and Performance Bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City's interest. Any such bonding requirement shall be set forth in the solicitation.

**Bid Security:** In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding one hundred thousand dollars (\$100,000). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers' check, or money order. The City, at its option, may require bid bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent. When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder's responsibility.

- (a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and
- (b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

Approved by council 1.19.2017

AN ORDINANCE TO AMEND  
CHAPTER 2 ADMINISTRATION –  
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED BIDS LOCAL VENDOR PREFERENCE

WHEREAS, Council has determined that the existing Purchasing Regulations of the City of Georgetown should be revised and updated; and

WHEREAS, Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the City through established procurement procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, South Carolina that the existing Chapter 2, Article IV, of the City Code of Ordinances.

ARTICLE IV. PROCUREMENT  
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Bids (Bid)

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.



4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a bidder among the factors considered when selecting which bidders are "most highly qualified." In determining which bidder is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
- (b) Contracts for professional services except as provided for in Section 2-187 above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



## MANDATORY VENDOR SUBMITTAL FORM

### AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION - ARTICLE IV PROCUREMENT – JANUARY 19, 2017

#### SECTION 2-185 COMPETITIVE SEALED BIDS LOCAL VENDOR PREFERENCE

#### ARTICLE IV.

#### PROCUREMENT

#### DIVISION 2. ETHICS IN CITY CONTRACTING

☐ I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

☒ I certify that [Company Name] Seven Seas Marine Const. Inc. is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is Murrells Inlet, SC [City and State].

(X)

(X)

12-5-2019

Signature of Company Officer

Date



### General Contractual Requirements

1. Force Majeure - The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Bidder Qualifications - Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFB. The City reserves the right to make the final determination as to the bidder's ability to provide the services herein.
4. Bidder Responsibility - Each bidder shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the bidder to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFB or to a contract.
5. Affirmative Action - The bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for bids may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the bidder:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
  - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the bidder, shall be excluded from the foregoing provisions; termination costs, if any shall not

apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the bidder, the City reserves the right to purchase any and all items/services in default in open market, charging bidder with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Bidder Responsibilities - The bidder will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the bidder to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFB is to be subcontracted, the bidder shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful bidder will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the bidder.
10. Ownership of Material – All materials and documents submitted by the bidder in response to this specification become the property of the City and will not be returned to the bidder.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the bidder.
12. Contract Amendments - Amendments to any agreement between the City and the bidder must be reviewed and approved in writing by the City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the bidder as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the bidder, as determined necessary by the City. Pertaining to all audits, the bidder shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the bidder shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Bidder - Bidder represents, warrants, and covenants that:
  - (a) In providing the services bidder shall utilize the care and skill used by members of bidder's profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the bidder to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.



- (c) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Bidder agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or bidder's performance thereunder.
19. City Business License and permits - The selected bidder shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, [jgiilliard@cogsc.com](mailto:jgiilliard@cogsc.com) or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.

### Exhibits Available

1. Repair Plan
2. Photos (1-4)
3. Constitution Park Bulkhead Survey
4. Bid Form

November 19, 2019



## Constitution Park Bulkhead Repairs Project #1207 ADDENDUM I

### Notice of Extension of Due Date

Please note that the due date for submittals has been extended to Thursday, December 5, 2019. The time and location remain the same.

**DUE: On or before 2:00 PM EST (local time)  
Thursday, December 5, 2019**

Return by mail or hand-deliver only to:

City of Georgetown  
Attn: Purchasing  
Constitution Park Bulkhead Repairs  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440

Attachment: Seven Seas Bid (2923 : Approval of construction bid for Bulkhead Repairs at Constitution Park)





P. O. Box 991  
 Murrells Inlet, SC 29576  
 www.sevenseasmc.com  
 843-651-1674 Fax. 843-357-3134

December 5, 2019

#### REFERENCES

Carrell Commercial Construction, LLC, Benefiel Residence, Myrtle Beach, (\$217,040.00)  
 Bruce Carrell, 843-685-1081, bruce@carrellgroup.com  
 Install 10' high by 150' bulkhead, 12'x12' fixed dock with roof, 13,000# boatlift, and 3'x50' boardwalk. Install 2000 square ft. reinforced segmented block wall and backfill.

SCDNR-Samworth Courtesy Dock, Georgetown, (\$84,500.00)  
 Tim Vinson, 803-734-4009, vinsont@dnr.sc.gov  
 6'x40' alum fixed dock with 6'x14' aluminum access ramp, 4'x32' aluminum gangway, 8'x30' aluminum floating courtesy dock

SCANA Corp-Ramsey Grove, Georgetown (\$51,750.00)  
 Robert Burrows, 803-217-7034, Robert.burrows@scana.com  
 4-40' pilings, 2-7'x30' timber floating docks

Ducks Unlimited-Garris Landing (Cape Romain NWR, Charleston County (\$77,444.00)  
 Malcolm Baldwin, (843) 789-0417, mbaldwin@ducks.org  
 5'x31' walkway, 4'x26' alum ramp, 8'x20' floating dock

Ducks Unlimited-Bonneau Ferry/Rice Hope, (\$172,965.00)  
 Malcolm Baldwin, (843) 789-0417, mbaldwin@ducks.org  
 Install 84" aluminum water control structure, 60" flood gate, 48' of 60" corrugated aluminum pipe. Install 332 tons of Riprap. Grading-32 tons of #3 spillway surface course, and 32 tons of gravel surface course.

Ducks Unlimited-Capers Island  
 Wetlands Contracting, Prime Contractor  
 Lafayette Strait Lyle, 843-908-0428, wetlandscontracting@gmail.com  
Seven Seas Marine Const. Inc., Subcontractor (\$226,316.00)  
 Install 72" aluminum water control structure, 70 linear ft of 36" corrugated aluminum pipe and 60 linear ft of 48" corrugated aluminum pipe. Install 140 tons of Riprap. Install 191' of 20' vinyl panels, 104' of 12' vinyl panels.

**Photo No. 1**

**Description:** View of Constitution Park sidewalk looking South. Arrow points to bulkhead sheet piling to be replaced.

**Photo No. 2**

**Description:** View of Constitution Park sidewalk looking West. Arrow points to caved-in soil.



**Photo No. 3**

**Description:** View of Constitution Park sidewalk looking West. Arrow points to handrails to be replaced.

**Photo No. 4**

**Description:** View of Constitution Park sidewalk looking East. Arrow points to damaged sidewalk to be replaced.



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

## ACTION ITEM

DOC ID: 2924 A

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department:</b>                | Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Issue Under Consideration:</b> | Motion to approve the Storm Water Management Plan (SWMP) prepared by WK Dickson in July of 2019. The plan includes: 1. Approval of 12 stormwater projects as part of the Capital Improvement Plan provided that revisions may be made in the future to each project on a project by project basis and/or additions may be made to the Plan to address flooding in other adjacent areas. 2. Authorize staff to initiate process to amend Stormwater Utility and Drainage ordinances. 3. Revise stormwater collection method for the non-residential properties to an Impervious Surface Area Method and revise residential monthly rates from \$6 to \$8 per month per meter. 4. Adopt new stormwater design standards as part of the amended Stormwater Utility and Drainage ordinances. |
| <b>Amount Requested:</b>          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Is Item in Current Budget?</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Financial Impact:</b>          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Points to Consider:</b>        | The 12 CIP proposed drainage projects include areas of the Historic District and the West End District.<br>The City's goal is to address each district concurrently.<br>The revised utility rates will be necessary to finance and implement the proposed projects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Options:</b>                   | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Staff Recommendation:</b>      | Approve plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

### Reviews:

Orlando Arteaga Completed 12/11/2019 5:02 PM  
 Sandra E. Yudice Ph.D. Completed 12/12/2019 8:54 AM  
 Stephanie Buccione Completed 12/12/2019 11:22 AM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

### Attachments:

1. a 12-CIP Projects by District (PDF)
2. b 12 CIP Projects Map (PDF)
3. c 2019.10.24 Stormwater Management Plan-final (PDF)
4. d Proposed Stormwater Utility Rates (PDF)
5. e 2019-07-12 Georgetown\_Design\_Standards\_Rev1 (DOCX)

Updated: 12/16/2019 3:58 PM by Stephanie Buccione A (Page 1)

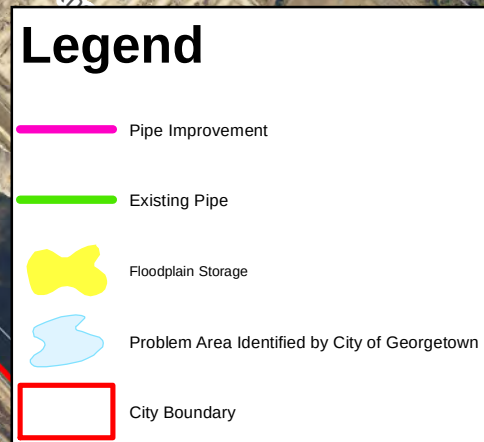


# STORMWATER MANAGEMENT PLAN

## TWELVE PROJECTS

| NO. | PROJECTS                       | HISTORIC DISTRICT  | WEST END DISTRICT   |
|-----|--------------------------------|--------------------|---------------------|
| 1   | Front Street                   | \$1,109,000        |                     |
| 2   | El Cerro                       | \$1,773,000        |                     |
| 3   | Queen Street                   | \$1,362,000        |                     |
| 4   | St.James-Church Street         | \$192,000          |                     |
| 5   | S. Fraser Street-Bourne Street |                    | \$1,174,000         |
| 6   | St. James Street               | \$554,000          |                     |
| 7   | Cannon Street                  | \$1,191,000        |                     |
| 8   | Chruch Street-Merriman Road    |                    | \$3,419,000         |
| 9   | Highmarket Street-Broad Street | \$1,941,000        |                     |
| 10  | Steel Mill                     |                    | \$2,149,000         |
| 11  | Highmarket Street-Lee Street   |                    | \$4,411,000         |
| 12  | Highmarket Street              | \$1,547,000        |                     |
|     | <b>TOTAL</b>                   | <b>\$9,669,000</b> | <b>\$11,153,000</b> |







# Stormwater Management Plan

CITY OF GEORGETOWN COUNCIL  
WORKSHOP

OCTOBER 24, 2019



# Agenda

---

- Brief Review of Stormwater Ordinances
- Components of the Stormwater Management Plan
- CIP Priority List of Projects
- Utility Rates Structure (Current and Proposed)
- Rates Calculations Procedure
- Financial Plan
- The Ask from City Council





# Review of Stormwater Ordinances

---

- Current ordinances date back to March 18,1993
- Need to update stormwater ordinances
- Introduce new Stormwater Design Standards
  - Provide clear guidelines for new development projects
- Revise stormwater utility collection method



# Components of the Stormwater Management Plan (SWMP)

---

- Adopt and accept SWMP as strategic plan
  - Mitigate flooding from rain fall throughout some critical areas
- Plan includes
  - Key areas in the Historic District and West End District subject to flooding
  - 12-Projects CIP list
  - Stormwater design standards
  - Recommendations for a new utility rate structure
- Plan does not include the Maryville District



# CIP Priority List of Projects

Table ES-1: Flood Control Project Prioritization

| Prioritization | Project                                 | Cost         |
|----------------|-----------------------------------------|--------------|
| 1              | Front Street System                     | \$1,109,000  |
| 2              | El Cerro System                         | \$1,773,000  |
| 3              | Queen Street System                     | \$1,362,000  |
| 4              | St. James Street - Church Street System | \$192,000    |
| 5              | S Fraser Street – Bourne Street System  | \$1,174,000  |
| 6              | St. James Street System                 | \$554,000    |
| 7              | Cannon Street System                    | \$1,191,000  |
| 8              | Church Street - N Merriman Road System  | \$3,419,000  |
| 9              | Highmarket Street - Broad Street System | \$1,941,000  |
| 10             | Steel Mill System                       | \$2,149,000  |
| 11             | Highmarket Street - Lee Street System   | \$4,411,000  |
| 12             | Highmarket Street System                | \$1,547,000  |
| Total          |                                         | \$20,822,000 |



# CIP Priority List of Projects (cont.)

---

- Total estimated cost in today's dollars: \$20,822,000
  - The longer we wait to implement, the higher the cost
- Plan is a 20-year plan





# CIP Priority List of Projects

- Reduction of flooding was identified as a key priority
- Prioritization criteria

| Weight Factor | Criteria                    |
|---------------|-----------------------------|
| 10            | Public Health and Safety    |
|               | Severity of Street Flooding |
|               | Cost Effectiveness          |
| 6             | Effect of Improvements      |
|               | Implementation Constraints  |
| 3             | Water Quality               |
|               | Constructability            |



## Project Prioritization Matrix

| CATEGORY                                | Public Health and Safety |    | Severity of Street Flooding<br>(City Owned) |    | Cost Effectiveness |    | Effect of Improvements |    | Implementation Constraints |    | Water Quality/Quantity -<br>SCM |    | Constructibility |   | TOTAL WEIGHTED SCORE | Priority Level | Project Cost    |
|-----------------------------------------|--------------------------|----|---------------------------------------------|----|--------------------|----|------------------------|----|----------------------------|----|---------------------------------|----|------------------|---|----------------------|----------------|-----------------|
| Secondary System Projects               |                          |    |                                             |    |                    |    |                        |    |                            |    |                                 |    |                  |   |                      |                |                 |
| Front Street System                     | 5                        | 50 | 5                                           | 50 | 3                  | 30 | 5                      | 30 | 3                          | 18 | 0                               | 0  | 1                | 3 | 181                  | High           | \$ 1,109,000.00 |
| El Cerro System                         | 5                        | 50 | 5                                           | 50 | 1                  | 10 | 5                      | 30 | 3                          | 18 | 5                               | 15 | 1                | 3 | 176                  | High           | \$ 1,773,000.00 |
| Queen Street System                     | 5                        | 50 | 5                                           | 50 | 1                  | 10 | 5                      | 30 | 3                          | 18 | 0                               | 0  | 3                | 9 | 167                  | High           | \$ 1,362,000.00 |
| St James Street - Church Street System  | 1                        | 10 | 5                                           | 50 | 5                  | 50 | 3                      | 18 | 5                          | 30 | 0                               | 0  | 3                | 9 | 167                  | High           | \$ 192,000.00   |
| S Fraser - Bourne System                | 3                        | 30 | 5                                           | 50 | 1                  | 10 | 5                      | 30 | 5                          | 30 | 0                               | 0  | 3                | 9 | 159                  | Medium         | \$ 1,174,000.00 |
| St James Street System                  | 3                        | 30 | 3                                           | 30 | 3                  | 30 | 3                      | 18 | 5                          | 30 | 0                               | 0  | 3                | 9 | 147                  | Medium         | \$ 554,000.00   |
| Cannon Street System                    | 5                        | 50 | 4                                           | 40 | 1                  | 10 | 4                      | 24 | 3                          | 18 | 0                               | 0  | 1                | 3 | 145                  | Medium         | \$ 1,191,000.00 |
| Church Street - N Merriman System       | 3                        | 30 | 5                                           | 50 | 1                  | 10 | 4                      | 24 | 2                          | 12 | 5                               | 15 | 1                | 3 | 144                  | Medium         | \$ 3,419,000.00 |
| Highmarket Street - Broad Street System | 5                        | 50 | 3                                           | 30 | 1                  | 10 | 4                      | 24 | 3                          | 18 | 0                               | 0  | 3                | 9 | 141                  | Medium         | \$ 1,941,000.00 |
| Steel Mill System                       | 3                        | 30 | 5                                           | 50 | 1                  | 10 | 3                      | 18 | 3                          | 18 | 0                               | 0  | 1                | 3 | 129                  | Low            | \$ 2,149,000.00 |
| Highmarket Street - Lee Street System   | 2                        | 20 | 4                                           | 40 | 1                  | 10 | 3                      | 18 | 2                          | 12 | 5                               | 15 | 1                | 3 | 118                  | Low            | \$ 4,411,000.00 |
| Highmarket Street System                | 3                        | 30 | 0                                           | 0  | 1                  | 10 | 3                      | 18 | 3                          | 18 | 0                               | 0  | 3                | 9 | 85                   | Low            | \$ 1,547,000.00 |



# WK Dickson Recommendations

---

1. Conduct audit of all existing accounts and parcels to align stormwater fee accounts and billing to current ordinance standard
2. Develop and implement a process for collection of fees from properties with inactive meter or no meter accounts
3. Develop and implement process to maintain GIS parcel data
4. Adjust ERU rate for commercial (non-residential) properties
5. Develop a process and workflows to update GIS impervious data for all parcels and provide to Finance on an annual or semi-annual basis

# Utility Rate Structure

---

- Discuss current method of stormwater utility collection
  - Meter
- Discuss recommended methods of stormwater utility collection
  - Meter vs. Impervious Acres
  - Hybrid
- Reconsider current billing method
- How to bill vacant properties?
- Utility rate billing recommendations



# Current Method (Meter Method)

---

- Total # of Residential electric or water meters @ \$6/month
- Total # of Non-residential (Commercial/Industrial) electric or water meters using 6.3 Factor x \$6/month.
- No billing for vacant or undeveloped properties.



# Method Allowed by Ordinance (Hybrid: Meter + Acres)

Table 3. 2018 Annual Revenue Potential

|                                              |              |
|----------------------------------------------|--------------|
|                                              |              |
| <b>Residential ERUs</b>                      | 3,869        |
| <b>Annual Residential ERU Rate</b>           | \$ 72.00     |
| <b>Annual Billings</b>                       | \$ 278,568   |
|                                              |              |
| <b>Commercial/Other ERUs</b>                 | 2,249        |
| <b>Commercial Factor</b>                     | 6.3          |
| <b>Annual Commercial ERU Rate</b>            | \$ 72.00     |
| <b>Annual Billings</b>                       | \$ 1,020,146 |
|                                              |              |
| <b>Total Potential Revenue from Billings</b> | \$ 1,298,714 |



# Proposed Rates

---

- Residential: Increase monthly rate from \$6 to \$8/meter/month
- Non-Residential: Establish new ERUs x \$12 per month
- Vacant or Undeveloped Parcels (Residential or Non-Residential): Flat rate of \$4/month billed semi-annually or annually.
- Adjust rates yearly to account for increased operational costs, inflation, and growth. (WK Dickson recommended 2.4%)

# Proposed Non-Residential Rates Example (Options)

| Samples for Stormwater Utility Fees - Commercial |                            |                           |                  |             |                    |             |                    |             |                    |                 |
|--------------------------------------------------|----------------------------|---------------------------|------------------|-------------|--------------------|-------------|--------------------|-------------|--------------------|-----------------|
| Business                                         | Impervious Surface (sq ft) | Building Coverage (sq ft) | Impervious Total | ERU (2,595) | Times \$12 (month) | ERU (3,200) | Times \$12 (month) | ERU (3,770) | Times \$12 (month) | Current Charges |
| Walmart                                          | 503,641                    | 209,960                   | 713,601          | 275         | \$ 3,300           | 223         | 2,676              | 189         | 2,271              | \$ 113.40       |
| Foodlion                                         | 152,980                    | 7,600                     | 160,580          | 62          | \$648              | 50          | 602                | 43          | 511                | \$ 34.02        |
| Walgreens                                        | 62,485                     | 16,750                    | 79,235           | 31          | \$324              | 25          | 297                | 21          | 252                | \$ 75.60        |
| CVS                                              | 40,970                     | 13,400                    | 54,370           | 21          | \$228              | 17          | 204                | 14          | 173                | \$ 37.50        |
| Taco Bell                                        | 24,874                     | 2,400                     | 27,274           | 11          | \$120              | 9           | 102                | 7           | 87                 | \$ 75.60        |
| Dollar General                                   | 20,485                     | 9,304                     | 29,789           | 11          | \$120              | 9           | 112                | 8           | 95                 | \$ 37.80        |
| 7/11 Sunoco Gas                                  | 16,849                     | 12,825                    | 29,674           | 11          | \$120              | 9           | 111                | 8           | 94                 | \$ 37.80        |
| Dialasys Center                                  | 57,198                     | 11,480                    | 68,678           | 26          | \$276              | 21          | 258                | 18          | 219                | \$ 37.80        |
| KFC                                              | 28,797                     | 4,575                     | 33,372           | 13          | \$132              | 10          | 125                | 9           | 106                | \$ 37.80        |
| Wells Fargo Bank                                 | 16,735                     | 10,320                    | 27,055           | 10          | \$108              | 8           | 101                | 7           | 86                 | \$ 37.80        |
| Georgetown Auto                                  | 133,900                    | 15,000                    | 148,900          | 57          | \$600              | 47          | 558                | 39          | 474                | \$ 75.60        |
| Coastal Carolina Univ                            | 12,434                     | 8,514                     | 20,948           | 8           | \$84               | 7           | 79                 | 6           | 67                 | \$ 37.80        |
| Elliott & Phelan Law                             | 1,924                      | 2,504                     | 4,428            | 2           | \$12               | 1           | 17                 | 1           | 14                 | \$ 37.80        |
| Indigo Vision Center                             | 12,177                     | 7,565                     | 19,742           | 8           | \$84               | 6           | 74                 | 5           | 63                 | \$ 75.60        |
| The Boat Shed                                    | 27,587                     | 13,545                    | 41,132           | 16          | \$168              | 13          | 154                | 11          | 131                | \$ 37.80        |
| Moore Dentistry                                  | 5,300                      | 3,500                     | 8,800            | 3           | \$36               | 3           | 33                 | 2           | 28                 | \$ 37.80        |
| J&S Flooring                                     | 13,305                     | 14,865                    | 28,170           | 11          | \$108              | 9           | 106                | 7           | 90                 | \$ 37.80        |
| Exxon Gas Station                                | 34,532                     | 11,773                    | 46,305           | 18          | \$180              | 14          | 174                | 12          | 147                | \$ 37.80        |
| Tobacco Store                                    | 3,490                      | 3,000                     | 6,490            | 3           | \$24               | 2           | 24                 | 2           | 21                 | \$ 37.80        |
| Causey Allstate Insura                           | 3,150                      | 1,675                     | 4,825            | 2           | \$24               | 2           | 18                 | 1           | 15                 | \$ 37.80        |
| Screven Baptist                                  | 27,141                     | 15,200                    | 42,341           | 16          | \$168              | 13          | 159                | 11          | 135                | \$ 189.00       |
| 1st Baptist Gtown                                | 73,150                     | 52,701                    | 125,851          | 48          | \$504              | 39          | 472                | 33          | 401                | \$ 24.00        |
| Gtown Pres Church                                | 47,750                     | 38,165                    | 85,915           | 33          | \$348              | 27          | 322                | 23          | 273                | \$ 181.20       |
| St. Stephens Church                              | 59,530                     | 18,202                    | 77,732           | 30          | \$312              | 24          | 291                | 21          | 247                | \$ 37.80        |
| Church of God                                    | 12,547                     | 13,790                    | 26,337           | 10          | \$108              | 8           | 99                 | 7           | 84                 | \$ 37.80        |
| Family Justice Center                            | 9,970                      | 2,983                     | 12,953           | 5           | \$48               | 4           | 49                 | 3           | 41                 | \$ 37.80        |
| St. James Santee Fami                            | 2,735                      | 5,860                     | 8,595            | 3           | \$36               | 3           | 32                 | 2           | 27                 | \$ 37.80        |
| Tidelands Hospital                               | 289,095                    | 212,735                   | 501,830          | 193         | \$2,004            | 157         | 1,882              | 133         | 1,597              | \$ 195.00       |
| Gtown Housing Auth                               | 145,690                    | 103,610                   | 249,300          | 96          | \$996              | 78          | 935                | 66          | 794                | \$ 37.80        |
| Chamber of Commere                               | 602                        | 1,533                     | 2,135            | 1           | \$12               | 1           | 8                  | 1           | 7                  | \$ 37.80        |





# Rate Calculations Procedure

$$\blacksquare ((\text{ImS} + \text{BC}) / 2,595) \times \$12 = \text{SW Fee}$$

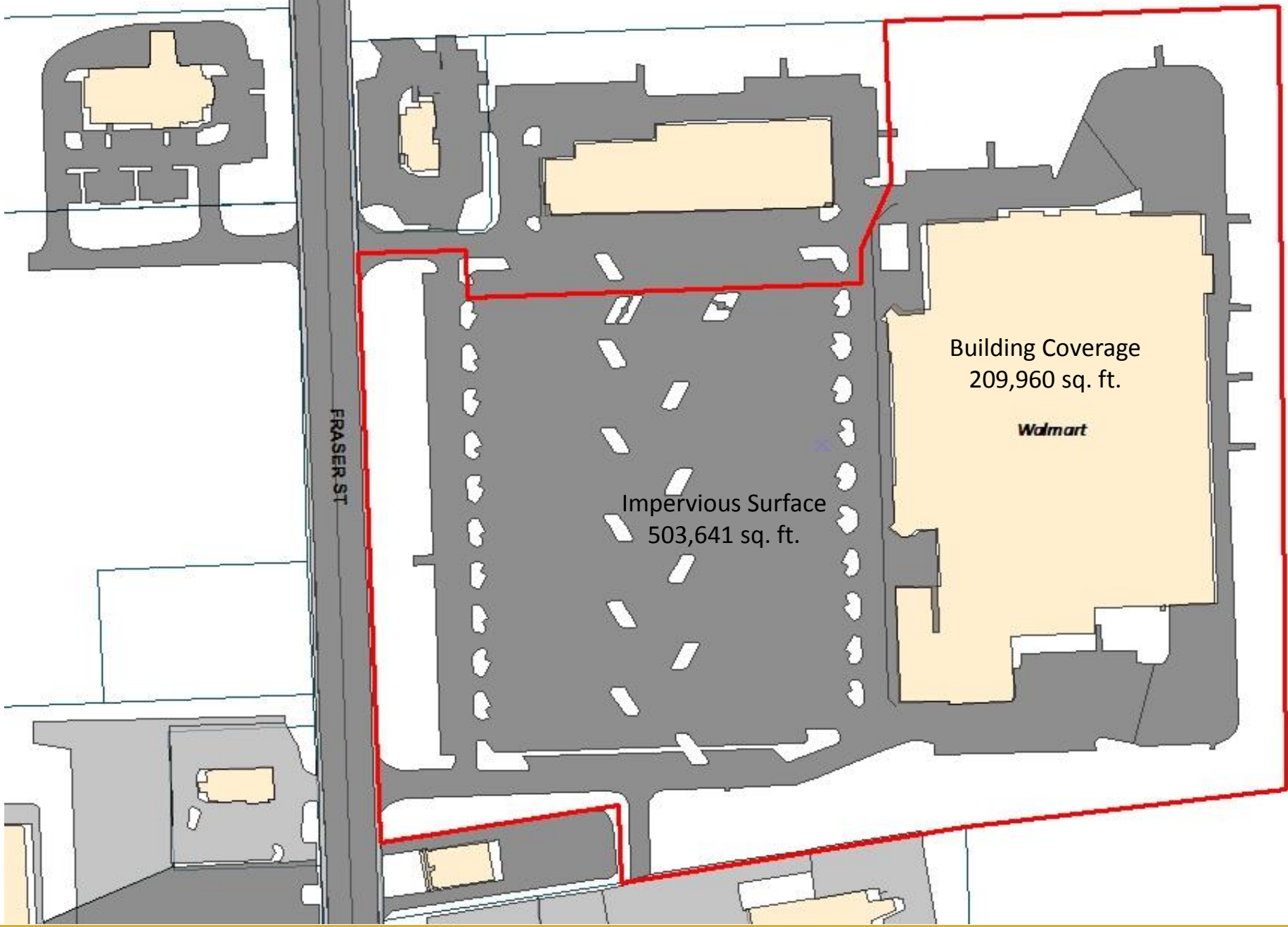
---

- Impervious Surface sq. ft.
- Building Coverage sq. ft.
- 1 ERU (Equivalent Residential Unit) equals 2,595 sq. ft.
  - Recommended 2,595 is sq. ft. of average residential parcel in city.
- Divide Impervious and Building Coverage total by 2,595.
- Multiply by fee per ERU (\$12).
- Calculation = New Stormwater Fee per month.









Total Coverage 713,601 sq. f  
OR 16.38 acres

Divided by ERUs (2,595)

274.9 or 275 ERUs

275 x \$12 = **\$3,300 month**

Current Charges only  
**\$113.40 month**

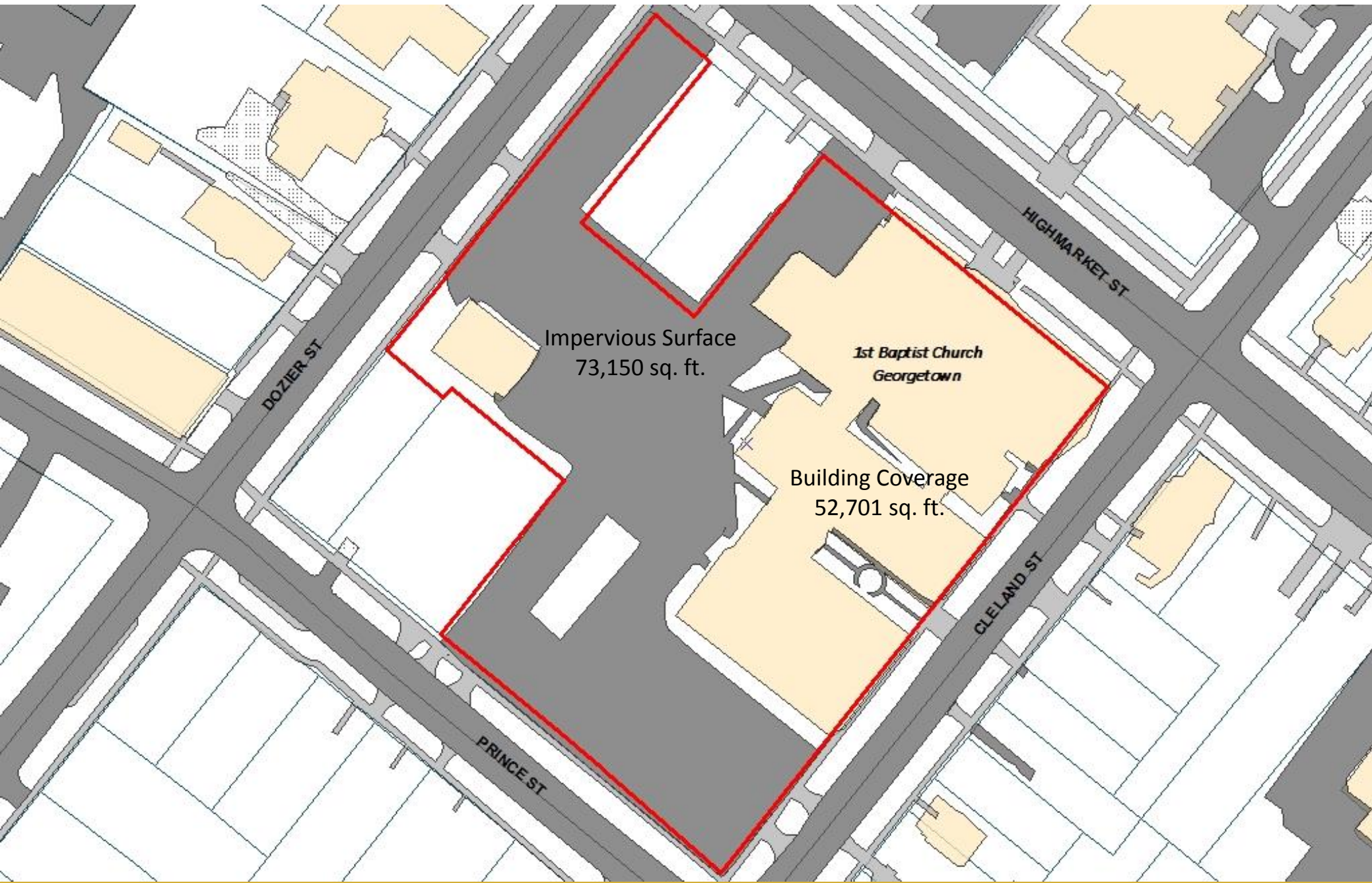


Attachment: 2019.10.24 Stormwater Management Plan-final (2924 : Approval of









Total Coverage 125,851 sq. ft.  
OR 2.89 acres

Divided by ERUs (2,595)

48.5 or 49 ERUs

49 x \$12 = **\$588 month**

Current Charges only  
**\$24.00 month**



Attachment: 2019.10.24 Stormwater Management Plan-final (2024 : Approval of

# Financial Plan

---

- Financial sources
  - Revenue collection
  - Bond vs. Pay-go
- Financial advisor's recommendations
  - To be discussed with financial advisor and bond counsel based on Council's approval of prioritized projects



# The Ask

---

- Obtain from Council at the next Council meeting
  - Adopt the SWMP as strategic plan
    - Approve the 12 projects in priority order
    - Authorize to initiate process to amend Stormwater Utility ordinance
    - Approve recommended collection method
  - Approve financing plan
    - Presented at a future workshop based on recommendations from staff, financial advisor, and bond counsel

## Proposed Billing Rates (Meter and Impervious Surface Method)

- Residential (Meter Method): Increase monthly rate from \$6 to \$8/meter/month
- Non-Residential(Impervious Surface): ERU's x \$12 per month
- One ERU (Equivalent Residential Unit) = 2,595 Square Feet per parcel
- Vacant or Undeveloped Parcels(Residential or Non-Residential): Flat rate of \$4/month billed semi-annually or annually.
- Adjust rates yearly to account for increased operational costs, inflation, and growth. (2.4%)



July 15, 2019

**SUBJECT: MINIMUM DRAINAGE STANDARDS AND PLAN SUBMITTAL CHECKLIST**

Please find the attached documents entitled Minimum Design Standards for Storm Drainage and Development Plan Submittal Checklist. Both documents have been developed to assist in providing for a more uniform and efficient storm drainage system. At the direction of the City Manager and with the approval of the City Council, the Minimum Design Standards for Storm Drainage are to be met for all commercial and residential developments within the City limits. Stormwater plan submittals shall be reviewed and approved by City's authorized agent.

The information included in, and required by the Stormwater Design Standards and plan submittal checklist will assist engineers and developers to more clearly understand the expectations of the City Engineering Division with respect to stormwater runoff from new developments, as well as provide a list of submittal requirements that will help improve the plan review process by providing required information on plans and necessary calculations or documentation up front and at the time of submittal, not at the request of the reviewer.

- For residential development review, submit all necessary plans and documentation to the Engineering Division on the first floor of City Hall.
- For all commercial or industrial development, or developments that otherwise require building permits or review by zoning and inspections, submit all necessary plans and documentation to the Engineering Division either prior to, or the same time, as submittal for the building permit.

City Engineering encourages and welcomes engineers and developers to submit preliminary plans for comments or schedule a meeting with staff to look at drainage issues in the preliminary stages of planning and design.

Sincerely,

Orlando Arteaga  
City Engineer

ENGINEERING DEPARTMENT

2377 MAYBANK DRIVE

GEORGETOWN, SC 29442

[www.CityofGeorgetownSC.com](http://www.CityofGeorgetownSC.com)

Attachment: 2019-07-12 Georgetown\_Design\_Standards\_Rev1 (2924 : Approval of Stormwater Management Plan (SWMP))

## Table of Contents

---

|             |                                     |
|-------------|-------------------------------------|
| <b>1.0</b>  | <b>Introduction</b>                 |
| <b>2.0</b>  | <b>Stormwater Management Plan</b>   |
| <b>3.0</b>  | <b>Hydrologic Analysis</b>          |
| <b>4.0</b>  | <b>Storm Drainage Systems</b>       |
| <b>5.0</b>  | <b>Culvert Design</b>               |
| <b>6.0</b>  | <b>Open Channel Hydraulics</b>      |
| <b>7.0</b>  | <b>Stormwater Detention Design</b>  |
| <b>8.0</b>  | <b>Erosion and Sediment Control</b> |
| <b>9.0</b>  | <b>Drainage Easements</b>           |
| <b>10.0</b> | <b>Plan Submittal Checklist</b>     |

---



## 1.0 INTRODUCTION

The Stormwater Design Standards have been developed to assist in the design and evaluation of stormwater drainage systems within the City of Georgetown, South Carolina. It provides engineering design guidance to:

- Engineers responsible for the design of stormwater drainage systems and management structures and,
- Developers involved in site planning and design.

Design engineers are encouraged to work with the City Engineering Department as early in the planning and development process as possible, when the maximum number of drainage alternatives are possible.

The Stormwater Design Standards are intended to establish the minimum uniform design practices; it neither replaces the need for sound engineering judgment nor precludes the use of information or methods not presented. The City's Stormwater Design Standards and ordinances are based on SCDHEC's Standards for Stormwater Management and Sediment Reduction Regulations.

Application of the Stormwater Design Standards will contribute to more uniform design and analysis of stormwater drainage systems throughout the City of Georgetown. Application of the standards and adherence to the Plan Submittal Checklist will also create uniformity in plan submittal, and therefore allow the City to provide more consistent Engineering review services.

In addition to the engineering procedures and criteria necessary for stormwater management, there are many drainage planning concepts which should be considered during the design phase. When considered early in a project, these concepts can be worked into the design to benefit developers, residents and local governments:

- Land use planning and location of developments should be closely coordinated with drainage planning to prevent drainage problems.
- Consideration should be given to major flood events, local drainage from small areas, and environmental consequences of proposed actions. As an example, when planning a new subdivision, various drainage configurations should be considered before decisions are made on block layout and street location.
- Sensitive environmental areas should be identified and integrated into the final plan. It is perhaps at this point in the development process where the greatest impact can be made on the cost of proposed drainage facilities.
- Consider flood hazard areas at an early stage to avoid unnecessary complications.

Advantages may include lower cost drainage systems, decreased flooding and maintenance problems, and facilities that provide more benefits.

There are also many secondary benefits received from good drainage planning:

- Reduced street maintenance costs;
- Reduced street construction costs;
- Improved movement of traffic;
- Improved public health;
- Lower cost open space;
- Lower cost park areas and more recreational opportunities;
- Development of otherwise undevelopable land;
- Opportunities for lower building costs;
- Reduced city administrative costs, and;
- Reduced maintenance costs of drainage facilities.

Engineering design methods other than those referenced in this document can be used if approved by the City Engineer. Complete documentation of other methods may be required for approval.

All requirements outlined in this document are in addition to federal, state and local requirements. Where regulations are not consistent between agencies, the developer shall adhere to the most stringent. Other agencies include, but are not limited to, South Carolina Coastal Council, Environmental Protection Agency, South Carolina Department of Health and Environmental Control, and South Carolina Land Resources Commission.

## 2.0 STORMWATER MANAGEMENT PLAN

All site development activities which disturb one acre or greater, except for single family parcels, shall be required to submit a stormwater management plan, designed and stamped by a designer registered in the State of South Carolina, for approval by the City's Authorized Agent, prior to development. The plan should address both temporary and permanent erosion and sedimentation control and permanent structural facilities such as the pipe system, stormwater control measures, channels, swales, etc.

The submittal consists of three parts and must include:

1. The SCDHEC stormwater permit application;
2. Technical engineering calculations including pre and post development discharge calculations, and;
3. Construction Documents and Plans (plans, details, specifications, stormwater pollution prevention plan).

The Stormwater Management Plan will be reviewed after the City receives payment of permit and plan review fees.



Stormwater Engineering Plans must include soil erosion and sediment controls, drainage pipe systems, stormwater structures, detention ponds, channels, swales, grading plans, pipe profiles, 100-year flood elevation, etc. Refer to SCDHEC Standards for Stormwater Management and Sediment Reduction Regulations for design standards and details in addition to these minimum standards.

### 3.0 HYDROLOGIC ANALYSIS

The purpose of the hydrologic analysis of a site is to define and address change in stormwater runoff and the impacts of that change on and off the site. Hydrologic analysis should be performed in accordance with the following general guidelines:

- Methodology for analysis shall follow the National Resource Conservation Service (NRCS) Technical Release No.55 (TR-55), June 1986.
- Design storm duration shall be the 24-hour rainfall event, using the NRCS Type III rainfall distribution with no more than a 6-minute time increment.
- The following rainfall depths should be used in hydrologic design and analysis.

|                       | 24-Hour Rainfall Depth for City of Georgetown |      |      |      |      |      |
|-----------------------|-----------------------------------------------|------|------|------|------|------|
| Return Period (Years) | 2                                             | 5    | 10   | 25   | 50   | 100  |
| Depth (inches)        | 4.56                                          | 5.90 | 6.99 | 8.52 | 9.79 | 11.1 |

Source: NOAA Atlas 14 Point Precipitation Frequency Estimates - Georgetown 2 E (38-3468) Station

In consideration of the hydrologic function of the stormwater drainage elements on a site, the following is a list of minimum stormwater drainage system design requirements for residential subdivision and commercial development.

#### Summary of Design Frequencies

| <u>Description</u>              | <u>Design Storm</u>   |
|---------------------------------|-----------------------|
| Roadway Inlets                  | 10 year               |
| Storm drainage systems          | 25 year               |
| Open Channels                   | 25 year               |
| Culverts (subdivision streets)  | 25 year               |
| Culverts (thoroughfare streets) | 50 year               |
| Permanent Storage Facilities    | 25 year               |
| Emergency Spillways             | 100 year              |
| Energy Dissipaters              | Same as Outlet System |

Additional analysis may be required. See the section on storm drainage systems for further clarification.

The use of hydrologic software for the design of detention basins and open channels is encouraged. Acceptable models include, but are not limited to, Pond Pack, HEC RAS, Flow Master, and Hydraflow.

#### 4.0 STORM DRAINAGE SYSTEMS

Design of storm drainage system should demonstrate adequate capacity to convey storm events for design frequencies as specified below under free flow (no surcharge) conditions. In addition to pipe capacity, attention should be given to proper design of surface drainage characteristics, gutter flow and inlet capacity. For more detailed guidance on design of these systems, see Federal Highway Administration (FHWA) HEC-12, Drainage of Highway Pavements (1984) and American Association of State Highway Transportation Officials (AASHTO) Model Drainage Manual (1991).

Hydraulic analysis should be performed in accordance with the following general guidelines:

- Methodology for analysis may follow NRCS TR-55 or the Rational Method.
- Design storm duration shall be the 24-hour rainfall event, using the NRCS Type III rainfall distribution with no more than a 6-minute time increment.
- The following rainfall depths should be used in hydraulic design and analysis.

|                       | 24-Hour Rainfall Depth for City of Georgetown |      |      |      |      |      |
|-----------------------|-----------------------------------------------|------|------|------|------|------|
| Return Period (Years) | 2                                             | 5    | 10   | 25   | 50   | 100  |
| Depth (inches)        | 4.56                                          | 5.90 | 6.99 | 8.52 | 9.79 | 11.1 |

Source: NOAA Atlas 14 Point Precipitation Frequency Estimates - Georgetown 2 E (38-3468) Station

All drainage structures within City limits shall comply with SCDOT standards.

As part of the drainage analysis, the capacity of the downstream facilities to which the development discharges shall be evaluated to ensure said capacity is not exceeded. In the event that the capacity is exceeded, the project design and construction shall include all downstream drainage improvements if necessary to accommodate increased post development peak rate and volume of runoff from the site, or provide adequate detention so that post development peak rate and volume of runoff does not exceed the capacity of the downstream facilities.

The following criteria shall be used for inlet design within either existing City of Georgetown Rights-of-Way or proposed Rights-of-Way that are to be included in the City system.

##### Design Frequencies

|              | Facility Design Storm |                |             |                  |
|--------------|-----------------------|----------------|-------------|------------------|
| Roadway Type | Gutter Spread         | Roadside Ditch | Storm Drain | Culvert Drainage |
| Arterial     | 10-yr                 | 25-yr          | 25-yr       | 50-yr            |
| Collectors   | 10-yr                 | 25-yr          | 10-yr       | 25-yr            |



Additional considerations to be incorporated into the design of the system:

- No curb overtopping may occur in a sag.
- Maximum spread of eight (8) feet in a travel lane for all curb types.
- Depth of spread should not exceed six (6) inches.
- Inlet spacing should not exceed 300 feet.

The maximum and minimum slopes for storm drains should conform to the following criteria:

- The maximum pipe velocity shall not exceed 20 feet per second and shall not cause scour or other erosion problems in the receiving channel.
- Slopes required to maintain minimum velocity of three (3) feet per second at full flow are as follows:

| Minimum Slope   |              |                          |
|-----------------|--------------|--------------------------|
| Manning n:      | 0.013        | 0.013                    |
| Pipe Size (in.) | RCP<br>(ft.) | Corrugated HDPE<br>(ft.) |
| 15              | 0.00325      | 0.00325                  |
| 18              | 0.00255      | 0.00255                  |
| 24              | 0.00174      | 0.00174                  |
| 30              | 0.00129      | 0.00129                  |
| 36              | 0.00101      | 0.00101                  |
| 42              | 0.00082      | 0.00082                  |
| 48              | 0.00069      | 0.00069                  |

Additional criteria for storm drainage system design includes the following:

1. All structures shall allow for access to the storm drainage system with a grate, manhole ring and cover, or a lid capable of being removed. No “blind boxes” are permitted.
2. Structures shall be required at changes in grade and/or alignment and at pipe junctions.
3. The maximum spacing between two manholes, or inlet structures, in any instance shall be 300 feet.
4. Headwall or flared end sections shall be required at the inlet and outlet of all pipe systems.
5. Energy dissipaters shall be designed and constructed at the outlets of all pipe systems to prevent erosion in the receiving watercourse.
6. The minimum size storm drain pipe diameter shall be 15 inches.
7. All storm drainage pipe used within a City right-of-way shall be corrugated High-Density Polyethylene (HDPE) or Reinforced Concrete Pipe (RCP) in compliance with SCDOT standards. All RCP shall be Class III or higher.
8. A minimum of one (1) foot cover shall be provided for all storm drain pipes unless otherwise specified in the SCDOT standards (SCDOT Standard 714-205-01, 714-205-02, 714-605-01, and 714-605-02).
9. Alternative pipe shapes may be approved where required by cover and/or utility conflicts.

## 5.0 DESIGN OF CULVERTS

Culverts shall be checked for overtopping for the following flood frequencies:

- Cross-drainage culverts under arterial streets<sup>1</sup> – 100-year frequency
- Cross drainage culverts under other streets – 50-year frequency
- Other culverts – 25-year frequency.

Outlet protection shall be provided where discharge velocities will cause erosion problems.

Culvert skews shall not exceed 45 degrees as measured from a line perpendicular to the roadway centerline without approval.

The minimum culvert diameter shall be 18 inches for those culverts located within subdivision streets.

The minimum culvert diameter shall be 24 inches for those culverts located on arterial roads.<sup>1</sup>

Notes:

<sup>1</sup>Arterial streets include all numbered routes and all roads with four or more travel lanes or otherwise designated “arterial” by the City of Georgetown.

## 6.0 OPEN CHANNEL HYDRAULICS

In general, the following criteria should be used for open channels:

- Low flow sections shall be considered in the design of channels with large cross sections ( $Q > 100\text{cfs}$ ).
- Channel side slopes shall be stable throughout the entire length and side slope shall depend on the channel material. A maximum of 3:1 is allowed for vegetative cover and 2:1 for rip rap, unless otherwise justified by calculations.
- Super elevation of the water surface at horizontal curves shall be accounted for with increased freeboard. See SCDHEC design standards for further information.
- Trapezoidal or parabolic cross sections are preferred, and triangular shapes should be avoided.

The following criteria shall be considered at channel transitions:

- Transition to channel sections shall be smooth and gradual.
- Energy losses in transitions shall be accounted for as part of water surface profile calculations.

Open channel drainage systems shall be sized to handle a 25-year design storm. If, for the specified design storm, the peak flow in the channel equals or exceeds fifty (50) cubic feet per second under ultimate build out conditions, the 100-year design storm shall be routed through the channel system to determine if the 100-year flood elevation restrictions are exceeded, structures are flooded, or flood damages are increased. The post-development 100-year flood elevations and limits shall be shown on the recorded subdivision plat.



Additional analysis or measures may be required in areas that are documented as known drainage problems. For further information contact City Engineering.

Notes:

<sup>1</sup>The intent/purpose of analyzing the 100-year storm is to verify that no structures will be flooded by the 100-year event and that any flooding that occurs within the streets is acceptable as determined by the staff of the governing authority. It is not the intent that the channel or pipe contains the 100-year event, but that buildings are not flooded, and no streets made impassable by the flooding

DRAFT

## 7.0 STORMWATER DETENTION AND QUANTITY CONTROL

In accordance with the City of Georgetown code of ordinances, the post-development stormwater discharge rate from a development of five acres or more proposing a fifteen per cent increase or 40,000 square feet (whichever is less) in surface impermeability, shall not exceed the predevelopment rate of a 10-year, twenty-four-hour storm for all rainfalls up to a 25-year, twenty-four-hour storm.

In addition, developments of two acres up to five acres proposing a thirty per cent increase or 30,000 S.F. (whichever is less) in surface impermeability, shall have a post development discharge rate not to exceed the predevelopment rate of a 10-year, twenty-four-hour storm for the same storm event.

All other development shall be evaluated on a case-by-case basis depending on the impact of the proposed development to the stormwater drainage basin. The City's Authorized Agent will determine the requirements of developments under two acres.

## 8.0 EROSION AND SEDIMENT CONTROL

For erosion and sediment control, see the South Carolina Department of Health and Environmental Control (SCDHEC) Stormwater BMP Handbook.

The South Carolina Stormwater and Sediment Reduction Act is administered by the State in the City of Georgetown. All subject projects must submit plans to the regional office of the South Carolina Department of Health and Environmental Control (SCDHEC). Projects that are 5 acres or larger will also need to obtain a permit for the discharge of stormwater from construction sites. NPDES General Permit SCR100000 is available for this discharge.

## 9.0 DRAINAGE EASEMENTS

Drainage easements will be required by the City for all open ditches, closed pipe systems, swales, or other systems dedicated to the City outside of public rights-of-way. Such rights-of-way or easements shall be centered over the closed pipe, culvert or watercourse with minimum widths based on the following:

- Easement Widths for Closed Pipe Systems
- Easement Width = the greater of 20 feet or;
- $10' + (\text{the diameter or total outside width for multiple pipes}) + (2 \times \text{invert depth})$ , rounded to the nearest five (5) foot increment.

Drainage easements associated with culverts may be offset as long as a minimum of 10 feet is provided on both sides.

Easement Widths for Open Channels

| <u>Drainage Area, ac</u> | <u>Easement Width, ft</u> |
|--------------------------|---------------------------|
| < 50 ac                  | 10' on each side          |
| > 50 ac                  | 20' on each side          |



### Development Plan Submittal Checklist for Engineering Review

The following items are required for Development Plan Submittals. Enclose this checklist with final design plan submittal. The construction plans must show all the information required on the preliminary subdivision plat, plus the following as it relates to the particular project.

Name of Project: \_\_\_\_\_ Name of Project Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### General Plan Requirements

| Engineer                 | Reviewer                 | N/A                      | Item                                                                                                                                                                                                                                 |
|--------------------------|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name, address and phone number of developer, property owner and design engineer on the Cover Sheet.                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plan shall bear the note: "All construction to be in accordance with all City of Georgetown Standards and Specifications."                                                                                                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Vicinity Map                                                                                                                                                                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scale on plan view no smaller than 1"=50'; scale on profile view no smaller than 1"=50' horizontally and 1"=5' vertically using a grid showing 1' intervals.                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All elevations in relation to mean sea level.                                                                                                                                                                                        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Benchmark elevations and locations shall be shown on plan view.                                                                                                                                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plan view shall have a north arrow on each drawing.                                                                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Building setback lines on plan view.                                                                                                                                                                                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All driveways and parking lots shall be shown.                                                                                                                                                                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Houses, building numbers and property owners shown on existing property.                                                                                                                                                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plan view shall show all property lines rights-of-way and easements. All street rights-of-way and easement widths shall be clearly labeled.                                                                                          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plan view shall show all street names and state road numbers if applicable.                                                                                                                                                          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Floodplain boundaries and elevations, where applicable.                                                                                                                                                                              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Delineated wetlands surveyed and shown all plans, where applicable.                                                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proposed and existing curb and gutter, storm sewers, drainage structures, driveway pipes, water mains, sanitary sewers, etc. All existing and proposed pipes shall have clearly labeled the material, size, class, slope and length. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plan views shall show all existing and proposed utility layout, including fiber optic, electric, gas and cable located on the right-of-way.                                                                                          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Profile view shall show existing and proposed centerline elevations and slopes, in addition to left and right top of curb or edge of pavement elevations.                                                                            |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Street typical sections include street and right-of-way width, sidewalk location, cross-slopes, street width (measured to back of curb) and pavement design.                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Dimensions and construction details of all pertinent items including but not limited to: curb and gutters, handicap ramps, sidewalks, catch basins, manholes, outlet protection, erosion control measures and headwalls.             |

**Storm Drainage Design Requirements**

Provide the following engineering design calculations where applicable. Refer to the City Storm Drainage Minimum Design Standards for specific requirements.

| Engineer                 | Reviewer                 | N/A                      | Item                                                                                                                                                                                                  |
|--------------------------|--------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Narrative describing how water entering, traveling within, and leaving site will be controlled and extent the development will impact existing conditions on-site and off-site.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Topographic maps (min. 2' contours) clearly showing site limits. Maps extend a minimum of 1000 feet beyond the site boundaries or to the ridgelines of the contributing areas if less than 1000 feet. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Gutter spacing and spread calculations.                                                                                                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Pipe sizing calculations including proposed flows and velocities.                                                                                                                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Post development discharges for specified design storm at all outlets.                                                                                                                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Culvert sizing calculations and headwater analysis.                                                                                                                                                   |
|                          | <input type="checkbox"/> | <input type="checkbox"/> | Open channel sizing calculations including proposed flows and velocities.                                                                                                                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where applicable, 100-year flood routing calculations through channel system. Provide post-development 100-year flood elevations on plan.                                                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2-year, 10-year, 25-year, and 100-year flood routing analysis through all detention/retention facilities.                                                                                             |

If a 100-year floodplain analysis is required provide the following:

| Engineer                 | Reviewer                 | N/A                      | Item                                                                                                     |
|--------------------------|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 100-year flood elevations                                                                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 100-year floodplain limits                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location and Elevation of lowest floor in all proposed and existing buildings adjacent to the floodplain |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Summary of impacts from 100-year flood                                                                   |

Provide the following information where applicable:

| Engineer                 | Reviewer                 | N/A                      | Item                                                   |
|--------------------------|--------------------------|--------------------------|--------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Maintenance Plan for all stormwater facilities         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name and address of entity responsible for maintenance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Landscaping details for stormwater management          |

Provide the following site information. For proposed residential subdivisions use planned average house sizes to determine proposed impervious area.

|                                        |          | Percentage of Total Site |
|----------------------------------------|----------|--------------------------|
| Total Parcel Area                      | _____ ac |                          |
| Existing Impervious Area               | _____ ac | _____ %                  |
| Proposed Impervious Area               | _____ ac | _____ %                  |
| Percentage Increase in Impervious Area | _____ %  |                          |

Comments:

---



---



---



---



---



DRAFT



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

## ACTION ITEM

DOC ID: 2919

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Department:</b>                | Electric                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Issue Under Consideration:</b> | Motion to Approve Purchase of 45 ft Working Height Bucket Truck from Equipment Technology, LLC of Oklahoma City, OK and Payment of \$114,128.63 (Plus Tax)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Amount Requested:</b>          | \$114,128.63 plus tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Is Item in Current Budget?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Financial Impact:</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Points to Consider:</b>        | <p>This truck will replace our vehicle number 1904 which is a 2009 model with 72,864 miles. We have had increasing maintenance issues with the emissions system and there is possible cam damage in the engine due to a design issue. Ford stopped using this engine after 2 years because of problems associated with it. This truck is our primary-use truck for services, light repairs, outages, etc., and we depend on it a great deal. When this truck is out of service for maintenance, it makes our work very difficult. This needs to be our most reliable truck.</p> <p>This purchase was advertised according to our purchasing policy. Two bids were received. The higher bid (Altec) listed several areas of non-compliance with our specifications. The low bid (Equipment Technology) was almost totally compliant with our specifications. We are recommending the low bid.</p> |
| <b>Options:</b>                   | Approve or disapprove                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Staff Recommendation:</b>      | Staff recommends the low bid received from Equipment Technology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

### Reviews:

Alan Loveless Completed 12/09/2019 6:05 PM  
 Debra Bivens Completed 12/11/2019 11:59 AM  
 Sandra E. Yudice Ph.D. Completed 12/11/2019 4:56 PM  
 Stephanie Buccione Completed 12/11/2019 5:26 PM  
 Georgetown City Council Pending 12/19/2019 5:30 PM

### Attachments:

1. a Altecquote1904 (PDF)
2. b ETIquote1904 (PDF)

Updated: 12/9/2019 6:05 PM by Alan Loveless (Page 1)





Quote Number: 586439 - 1  
Altec, Inc.

November 25, 2019  
Our 90th Year

**Ship To:**

CITY OF GEORGETOWN (SC)  
120 N FRASER ST  
GEORGETOWN, SC 29440  
US

**Bill To:**

CITY OF GEORGETOWN (SC)  
PO BOX 1146  
GEORGETOWN, SC 29442-0000  
United States

Attn:  
Phone:  
Email:

**Altec Quotation Number:** 586439 - 1  
**Account Manager:** Brian E Mays  
**Technical Sales Rep:** Maegan Annette Pearman Hellmueller

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Qty</u> | <u>Price</u> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | <u>Unit</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |              |
| 1.          | ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.<br>A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.<br>B. Hydraulic platform leveling system.<br>C. Hydraulic tool circuit at the platform.<br>D. Emergency lowering valve at the platform.<br>E. Single handle control at the platform with a safety interlock system.<br>F. Two (2) operators and maintenance/parts manuals.<br>G. Working height: 45.6 feet<br>H. Side reach: 29.7 feet<br>I. Low-power fiber-optic control system (FOC-L).<br>J. Continuous rotation | 1          |              |
| 2.          | AT40G Unit Model                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1          |              |
| 3.          | Post style pedestal mounting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1          |              |
| 4.          | 15 Gallon steel pedestal mounted reservoir Reservoir must have a filter gauge to easily see the status of the return filter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1          |              |
| 5.          | Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)                                                                                                                                                                                                      | 1          |              |
| 6.          | Platform Leveling At Lower Controls. AT40-G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1          |              |
| 7.          | Two (2) Platform Steps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 8.          | Platform cover Combination Platform/Upper Control Cover, Soft Vinyl with Elastic Retention and Lanyard Attachment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                      | <u>Description</u>                                                                                                                                              | <u>Qty</u> | <u>Price</u> |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 9.                               | Platform liner for a 24 x 30 x 42 inch platform                                                                                                                 | 1          |              |
| 10.                              | 4-Function Single Handle Fiber-Optic Controller.                                                                                                                | 1          |              |
| 11.                              | Secondary Stowage System. 12 VDC (AT40G)                                                                                                                        | 1          |              |
| 12.                              | Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system (AT40G)                                                                | 1          |              |
| 13.                              | Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground                             | 1          |              |
| 14.                              | Powder coat unit Altec White.                                                                                                                                   | 1          |              |
| <u>Unit &amp; Hydraulic Acc.</u> |                                                                                                                                                                 |            |              |
| 15.                              | HVI-22 Hydraulic Oil (Standard).                                                                                                                                | 17         |              |
| 16.                              | Standard Pump For PTO                                                                                                                                           | 1          |              |
| 17.                              | Hot shift PTO for automatic transmission                                                                                                                        | 1          |              |
| <u>Body</u>                      |                                                                                                                                                                 |            |              |
| 18.                              | Altec Body                                                                                                                                                      | 1          |              |
| 19.                              | Steel Body                                                                                                                                                      | 1          |              |
| 20.                              | Body Is To Be Built In Accordance With The Following Altec Standard Specifications:                                                                             | 1          |              |
|                                  | A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.                                                                                           |            |              |
|                                  | B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. |            |              |
|                                  | C. Heavy-Gauge Welded Steel Frame Construction.                                                                                                                 |            |              |
|                                  | D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.                                                                                      |            |              |
|                                  | E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.                                                                     |            |              |
|                                  | F. Steel Treated For Improved Primer Bond And Rust Resistance.                                                                                                  |            |              |
|                                  | G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.                                                                                           |            |              |
|                                  | H. B-Line Channel Installed In Compartments                                                                                                                     |            |              |
| 21.                              | Smooth Galvanneal Steel Floor                                                                                                                                   | 1          |              |
| 22.                              | Low-Side General Service (LGS)                                                                                                                                  | 1          |              |
| 23.                              | Finish Paint Body Altec White                                                                                                                                   | 1          |              |
| 24.                              | Undercoat Body                                                                                                                                                  | 1          |              |
| 25.                              | 132" Estimated Body Length (Engineering To Determine Final Length)                                                                                              | 1          |              |
| 26.                              | Custom Body Width 96 inch                                                                                                                                       | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



| <u>Item</u> | <u>Description</u>                                                                                                                                           | <u>Qty</u> | <u>Price</u> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 27.         | 40" Body Compartment Height                                                                                                                                  | 1          |              |
| 28.         | 20" Body Compartment Depth                                                                                                                                   | 1          |              |
| 29.         | 5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body                                                                                                  | 1          |              |
| 30.         | Curbside Smooth Compartment Tops                                                                                                                             | 1          |              |
| 31.         | Streetside Smooth Compartment Tops                                                                                                                           | 1          |              |
| 32.         | Stainless Steel Rotary Paddle Latches With Keyed Locks                                                                                                       | 8          |              |
| 33.         | All Locks Keyed Alike Including Accessories (Preferred Option)                                                                                               | 1          |              |
| 34.         | Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front) | 8          |              |
| 35.         | Rod and Spring Rigid Door Holders On All Vertical Doors                                                                                                      | 1          |              |
| 36.         | Chains On All Horizontal Doors                                                                                                                               | 1          |              |
| 37.         | One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel                                                                                     | 1          |              |
| 38.         | Hotstick Shelf Extending Full Length Of Body On Curbside                                                                                                     | 1          |              |
| 39.         | Standard Drop-Down Hotstick Door For One (1) Shelf On Curbside, Stainless Steel Slam Paddle Latch With Keyed Lock                                            | 1          |              |
| 40.         | 1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall                                                                                   | 1          |              |
| 41.         | 1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall                                                                                   | 3          |              |
| 42.         | 1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall                                                                                  | 1          |              |
| 43.         | Custom 1st Vertical (SS) Compartmentation 33" Compartment Width                                                                                              | 1          |              |
| 44.         | 2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers Provide 4 dividers for each shelf                                                 | 3          |              |
| 45.         | Custom 2nd Vertical (SS) Compartmentation 24" Compartment Width                                                                                              | 1          |              |
| 46.         | 1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers Supply 8 dividers for shelf                                                | 1          |              |
| 47.         | Custom 1st Horizontal (SS) Compartmentation 48" Compartment Width                                                                                            | 1          |              |
| 48.         | Rear Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers 2 Dividers for each shelf                                                        | 2          |              |
| 49.         | Custom Rear Vertical (SS) Compartmentation 27" Compartment Width                                                                                             | 1          |              |
| 50.         | 1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers Supply 4 dividers for each shelf                                                  | 3          |              |
| 51.         | Custom 1st Vertical (CS) Compartmentation 33" Compartment Width                                                                                              | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                                | <u>Description</u>                                                                                                                                | <u>Qty</u> | <u>Price</u> |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 52.                                        | 2nd Vertical (CS) - Adjustable Shelf With Removable And Configurable Egg Crate Dividers Divider spacing should be 4"                              | 3          |              |
| 53.                                        | Custom 2nd Vertical (CS) Compartmentation 24" Compartment Width                                                                                   | 1          |              |
| 54.                                        | 1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment Supply 8 dividers for shelf                  | 1          |              |
| 55.                                        | Custom 1st Horizontal (CS) Compartmentation 48" Compartment Width                                                                                 | 1          |              |
| 56.                                        | Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall                                                                       | 1          |              |
| 57.                                        | Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall                                                                       | 2          |              |
| 58.                                        | Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall                                                                      | 1          |              |
| 59.                                        | Custom Rear Vertical (CS) Compartmentation 27" Compartment Width                                                                                  | 1          |              |
| 60.                                        | 36" L Steel Tailshelf, Width To Match Body                                                                                                        | 1          |              |
| 61.                                        | Steel Recessed Gripstrut Side Access Steps On Curbside Of Tailshelf                                                                               | 1          |              |
| 62.                                        | Smooth Galvanneal Steel Tailshelf                                                                                                                 | 1          |              |
| 63.                                        | Steel Sloped Grab Handle 12" grab handle at CS rear of body                                                                                       | 1          |              |
| 64.                                        | Custom Grab Handle Arched grab handle at CS rear of body<br>-Grab handle to be 10.5" x 27"                                                        | 1          |              |
| 65.                                        | Additional Body Option Floor width to be 56"                                                                                                      | 1          |              |
| <b><u>Body and Chassis Accessories</u></b> |                                                                                                                                                   |            |              |
| 66.                                        | ICC Underride Protection Rated for 10,000 lb towing with 1,200 lb tongue weight                                                                   | 1          |              |
| 67.                                        | Custom Frame Rail Storage Storage compartment between chassis frame rails approximately 34"W X 128"L X 7"H<br>-With a drop down door at the rear. | 1          |              |
| 68.                                        | Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)                                                                             | 1          |              |
| 69.                                        | Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.                                                        | 1          |              |
| 70.                                        | Rear Torsion Bar Installed On Chassis                                                                                                             | 1          |              |
| 71.                                        | Timbren Springs for Front Suspension                                                                                                              | 1          |              |
| 72.                                        | Appropriate counterweight added for stability.                                                                                                    | 1          |              |
| 73.                                        | Platform Rest, Rigid with Rubber Tube                                                                                                             | 1          |              |
| 74.                                        | Platform to be rotated and stowed in the side mounted position                                                                                    | 1          |              |
| 75.                                        | Boom Rest for a Telescopic Unit                                                                                                                   | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 4 of 4



| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                         | <u>Qty</u> | <u>Price</u> |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 76.         | Ratchet Strap For Boom Tie-Down                                                                                                                                                                                            | 1          |              |
| 77.         | Mud Flaps With Altec Logo (Pair) Must be 24" mud flaps                                                                                                                                                                     | 1          |              |
| 78.         | Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)                                                                                                                             | 1          |              |
| 79.         | Slope Indicator Assembly For Machine Without Outriggers                                                                                                                                                                    | 1          |              |
| 80.         | Custom PVC Canister Kit Two (2) 6" PVC tubes, 108" long with Blaylock TCK6PVC aluminum kit, includes locking cap at end of truck and tube mounting brackets.<br>-Mount side by side on the top of the CS body compartments | 1          |              |
| 81.         | Open Top Storage Bin, Punched Metal 108"L x 18"W x 8"H Box mounted on SS Compartment Top<br>-Divided into three sections, two 24" sections and one 60" section<br>-60" section located at the rear                         | 1          |              |
| 82.         | Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards                                                                                                                                        | 1          |              |
| 83.         | 5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)                                                                                                                              | 1          |              |
| 84.         | Triangular Reflector Kit, Shipped Loose                                                                                                                                                                                    | 1          |              |
| 85.         | Vinyl manual pouch for storage of all operator and parts manuals                                                                                                                                                           | 1          |              |

#### Electrical Accessories

|     |                                                                                                                                                                                   |   |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 86. | Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)                                                                | 1 |  |
| 87. | Altec Standard Amber LED Strobe Light with Brush Guard Post mounted on a 12" post, located on the SS front corner of the body                                                     | 1 |  |
| 88. | 4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear Rear lights to be 4" round and recessed in the tailshelf light channel.      | 1 |  |
| 89. | Altec Standard Multi-Point Grounding System                                                                                                                                       | 4 |  |
| 90. | Straight Stainless Steel Grounding Lug Located at the rear CS near or on the ICC upright                                                                                          | 1 |  |
| 91. | Custom Alarm/Sensor Warn Evacuator model 97 back up alarm                                                                                                                         | 1 |  |
| 92. | 7-Way Trailer Receptacle (Pin Type) Installed At Rear                                                                                                                             | 1 |  |
| 93. | Ford Upfitter Switches (Supplied With Chassis)                                                                                                                                    | 1 |  |
| 94. | 12 Volt Receptacle (Cigarette Lighter Style), Weatherproof Install in the rear wall of SS 2nd Vertical, near top of compartment                                                   | 2 |  |
| 95. | Power Distribution Module 6 Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual) | 1 |  |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                     | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Qty</u> | <u>Price</u> |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 96.                             | Install Chassis (OEM) Supplied Backup Camera in Final Assembly                                                                                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 97.                             | Install secondary stowage system.                                                                                                                                                                                                                                                                                                                                                                                                              | 1          |              |
| 98.                             | PTO Indicator Light Installed In Cab                                                                                                                                                                                                                                                                                                                                                                                                           | 1          |              |
| 99.                             | Spare Chassis Fuse Kit                                                                                                                                                                                                                                                                                                                                                                                                                         | 1          |              |
| 100.                            | Additional Electrical Accessory Install unit safety switch, so that the parking brake must be set before unit will operate.                                                                                                                                                                                                                                                                                                                    | 1          |              |
| <b><u>Finishing Details</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |              |
| 101.                            | Powder Coat Unit Altec White                                                                                                                                                                                                                                                                                                                                                                                                                   | 1          |              |
| 102.                            | Finish Paint Body Accessories Above Body Floor Altec White                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 103.                            | Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders. | 1          |              |
| 104.                            | Apply Non-Skid Coating to all walking surfaces                                                                                                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 105.                            | Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface                                                                                                                                                                                                                                                                                                                                                            | 1          |              |
| 106.                            | Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface                                                                                                                                                                                                                                                                                                                                                          | 1          |              |
| 107.                            | Apply Non-Skid Coating to Cargo Area Walls                                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 108.                            | Custom Cargo Coating Apply black non-skid coating to ICC Bumper                                                                                                                                                                                                                                                                                                                                                                                | 1          |              |
| 109.                            | English Safety And Instructional Decals                                                                                                                                                                                                                                                                                                                                                                                                        | 1          |              |
| 110.                            | Vehicle Height Placard - Installed In Cab                                                                                                                                                                                                                                                                                                                                                                                                      | 1          |              |
| 111.                            | Placard, HVI-22 Hydraulic Oil                                                                                                                                                                                                                                                                                                                                                                                                                  | 1          |              |
| 112.                            | Dielectric test unit according to ANSI requirements.                                                                                                                                                                                                                                                                                                                                                                                           | 1          |              |
| 113.                            | Stability test unit according to ANSI requirements.                                                                                                                                                                                                                                                                                                                                                                                            | 1          |              |
| 114.                            | Focus Factory Build                                                                                                                                                                                                                                                                                                                                                                                                                            | 1          |              |
| 115.                            | Delivery Of Completed Unit                                                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 116.                            | Inbound Freight                                                                                                                                                                                                                                                                                                                                                                                                                                | 1          |              |
| 117.                            | Customer Requested Maximum Travel Height (DOT Restrictions Still Apply) Stowed height not to exceed 10'6"                                                                                                                                                                                                                                                                                                                                      | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



| Item                  | Description                                                                                                                                                        | Qty | Price |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|
| 118.                  | Additional Finishing Detail Complete unit testing per ANSI requirements shall be done prior to delivery, and copies of test results shall be furnished at delivery | 1   |       |
| 119.                  | AT40G FA Installation                                                                                                                                              | 1   |       |
| <b><u>Chassis</u></b> |                                                                                                                                                                    |     |       |
| 120.                  | Chassis                                                                                                                                                            | 1   |       |
| 121.                  | Altec Supplied Chassis                                                                                                                                             | 1   |       |
| 122.                  | 2020 Model Year                                                                                                                                                    | 1   |       |
| 123.                  | Ford F550                                                                                                                                                          | 1   |       |
| 124.                  | 4x4                                                                                                                                                                | 1   |       |
| 125.                  | 84 Clear CA (Round To Next Whole Number)                                                                                                                           | 1   |       |
| 126.                  | Regular Cab                                                                                                                                                        | 1   |       |
| 127.                  | Chassis Cab                                                                                                                                                        | 1   |       |
| 128.                  | Chassis Color - White                                                                                                                                              | 1   |       |
| 129.                  | Chassis Wheelbase Length - 169                                                                                                                                     | 1   |       |
| 130.                  | Ford 6.7L Power Stroke Diesel                                                                                                                                      | 1   |       |
| 131.                  | Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)                                                                                                   | 1   |       |
| 132.                  | GVWR 19,500 LBS                                                                                                                                                    | 1   |       |
| 133.                  | 7,000 LBS Front GAWR                                                                                                                                               | 1   |       |
| 134.                  | Spring Suspension                                                                                                                                                  | 1   |       |
| 135.                  | 14,706 LBS Rear GAWR                                                                                                                                               | 1   |       |
| 136.                  | 225/70R19.5 Front Tire (Traction)                                                                                                                                  | 1   |       |
| 137.                  | 225/70R19.5 Rear Tire (Traction)                                                                                                                                   | 1   |       |
| 138.                  | Hydraulic Brakes                                                                                                                                                   | 1   |       |
| 139.                  | Park Brake In Rear Wheels                                                                                                                                          | 1   |       |
| 140.                  | Ford E/F250-550 Single Horizontal Right Side Exhaust                                                                                                               | 1   |       |
| 141.                  | 213 - Electronic Shift-on-the-Fly 4WD with Manual Locking Hubs                                                                                                     | 1   |       |
| 142.                  | 63C - Aft Axle Frame Extension                                                                                                                                     | 1   |       |
| 143.                  | 872 - Rear View Camera and Prep Kit                                                                                                                                | 1   |       |
| 144.                  | 98R - Operator Commanded Regeneration (OCR)                                                                                                                        | 1   |       |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                      | <u>Description</u>                                                                                                                                                    | <u>Qty</u> | <u>Price</u> |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 145.                             | No Idle Engine Shut-Down Required                                                                                                                                     | 1          |              |
| 146.                             | 50-State Emissions                                                                                                                                                    | 1          |              |
| 147.                             | Clean Idle Certification                                                                                                                                              | 1          |              |
| 148.                             | Ford 40 Gallon Fuel Tank (Rear)                                                                                                                                       | 1          |              |
| 149.                             | Ford 7.2 Gallon DEF Tank (Mid Mount)                                                                                                                                  | 1          |              |
| 150.                             | AM/FM Radio                                                                                                                                                           | 1          |              |
| 151.                             | Bluetooth                                                                                                                                                             | 1          |              |
| 152.                             | Ford SYNC                                                                                                                                                             | 1          |              |
| 153.                             | Air Conditioning                                                                                                                                                      | 1          |              |
| 154.                             | Backup Camera, OEM Supplied                                                                                                                                           | 1          |              |
| 155.                             | Block Heater                                                                                                                                                          | 1          |              |
| 156.                             | Limited Slip Rear Axle 4.88 axle ratio                                                                                                                                | 1          |              |
| 157.                             | Max Tow Package                                                                                                                                                       | 1          |              |
| 158.                             | Skid Plate                                                                                                                                                            | 1          |              |
| 159.                             | Snow Plow Package                                                                                                                                                     | 1          |              |
| 160.                             | Trailer Brake Controller (Factory Installed)                                                                                                                          | 1          |              |
| 161.                             | Vinyl Split Bench Seat                                                                                                                                                | 1          |              |
| <b><u>Additional Pricing</u></b> |                                                                                                                                                                       |            |              |
| 162.                             | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1          |              |
| <b><u>Miscellaneous</u></b>      |                                                                                                                                                                       |            |              |
| 163.                             | Ext Warranty Labor, Matl., Expense (NO Travel) (Day 366-730) Buckets Less Than 46 FT (AT237, AT30-GV, AT-G, AO,TA, L Series, LM)                                      | 1          |              |

|                             |                   |
|-----------------------------|-------------------|
| Unit / Body / Chassis Total | 123,082.00        |
| FET Total                   | 0.00              |
| <b>Total</b>                | <b>123,082.00</b> |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 8 of 8



Altec Industries, Inc.

BY

Maegan Annette Pearman Hellmueller

**Notes:**

1 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

\*\*\*\*Hastings Reel #21375 with 50" of 2/0 yellow jacketed ground cable \$2,060.00

2 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

3 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

4 F.O.B. - Customer Site

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

- 6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 10 Interest charge of 1/2% per month to be added for late payment.
- 11 Any payment made by a credit card may be subject to a surcharge fee.
- 12 Delivery: 360-390 days after receipt of order PROVIDING:
  - A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
  - B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
  - C. Customer approval drawings are returned by requested date.
  - D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
  - E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.
- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.
- 14 This quotation is valid until JAN 31, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.
- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 10 of



parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

16 Please email Altec Capital at [finance@altec.com](mailto:finance@altec.com) or call 888-408-8148 for a lease quote today.

17 Please direct all questions to Brian E Mays at (270) 360-0600

Attachment: Altecquote1904 (2919 : Purchase of 45 ft Bucket Truck)

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



210 Inverness Center Drive  
Birmingham, Alabama 35242  
www.altec.com

## Exceptions to General Specifications Listed in Exhibit A

### 4.0 General Description

**Specification:** Aerial device shall have a bottom of bucket height of 40' providing a working height of 45'. The aerial device shall be articulating-Telescopic in nature with a lower boom articulation of 0 degrees to +93 degrees and upper boom articulation of -17 degrees to + 75 degrees.

**Exception:** Altec's AT40-G unit has an Upper Boom Articulation of -5 degrees to 79 degrees and Lower Boom Articulation of -25 degrees to 75 degrees.

### 7.0 Control System

**Specification:** The upper control for boom functions shall be full pressure and self-centering.

**Exception:** Altec's upper boom function is self-centering, but functions through a fiber optic transmitter.

**Specification:** Controls will rotate with the basket and be protected by a guard. They shall include a hard cover that is integral to the guard to protect from weather.

**Exception:** Altec offers a combination cover which covers both the platform and controls, but does not offer a hard cover.

### 8.0 Booms

**Specification:** Outer boom and lower boom shall be constructed of steel tube and weldment of (Minimum 50,000 PSI yield strength). All pivot pins shall be hardened steel with a minimum tensile strength of 160,000 PSI. Pivot pins shall turn on replaceable bushings. Booms to have compensated linkage.

**Exception:** The tensile strength of Altec's pivot pins is 115,000 PSI.

**Specification:** All hoses shall be inside boom and must be housed in a cat trac to prevent rubbing.

**Exception:** Altec uses bonded ribbon hoses inside the boom.

### 10.0 Body Section – Body Specifications

**Specification:** Fabricated from two sided A60 galvalume steel with zinc alloy coating.

**Exception:** Altec uses two sided A40 galvalume steel with zinc alloy coating.

**Specification:** The top of the body is to be 12-gauge smooth plate, which shall be the actual top of the body. Top has greater rigidity with integral drip rail formed into plate top.

**Exception:** The top of Altec bodies are made of 16-gauge smooth plate.





Equipment Technology, LLC  
 341 NW 122<sup>nd</sup> Street  
 Oklahoma City, OK 73114  
 Phone: 888-748-3841  
 Fax: 405-755-6829  
 E-mail: sales@eti1.com

**QUOTATION**

Quote ID: SK0323

Page 1 of 4

**Customer:** Georgetown, City of - SC  
 800 Church St  
 Georgetown SC 29440-3502

**Contact:**  
**Phone:** (843) 545-4616  
**Fax:**

**Quote Number:** SK0323  
**Quote Date:** 11/26/2019  
**Quote valid until:** 1/10/2020  
**Customer Ref:**

**Salesperson:** srohan  
**Prepared By:** skilian

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <b>Chassis Info - Purchased by ETI</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1   | 2020 Chassis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1   | FORD F550 TRUCK CHASSIS<br>4X4<br>19500 lb. GVWR<br>84" Cab To Axle<br>6.7L Diesel Engine<br>10 Speed Automatic Transmission with PTO opening<br>225/70RX19.5 Max Traction Tires<br>Rear Fuel Tank<br>Painted Oxford White<br>AM/FM Stereo Radio<br>Air Conditioning<br>Engine Block Heater<br>Extra Heavy front suspension package, Order code 67X<br>Limited slip rear axle<br>6 Upfitter Switches<br>Exhaust Extended to Edge of Body<br>BACK UP CAMERA AND PREP KIT<br>TRAILER BRAKE CONTROLLER                                   |
| 1   | Additional components required for model year 2017+ Ford Super Duty chassis, with a 19.5k GVWR.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|     | <b>Equipment Technology, LLC Aerial Device</b><br><b>ETC Series</b><br>Combination: Articulated / Telescopic<br>Shear Ball Rotation Bearing<br>Body Harness with Deceleration Lanyard<br>Two Operators and Maintenance Manuals<br><b>ETC40IH</b><br>44' 9" Working Height<br>39' 9" Ground to Bottom of Bucket<br>29' 6" Side Reach with End Mount Bucket<br>Continuous Rotation<br>Fiberglass Inner Boom<br>Hoses Inside Boom Are Contained in a Cat Trac<br>Emergency Upper Boom Controlled Descent Valve<br>400 lb Bucket Capacity |
| 1   | PTO & Hydraulic Pump (12.0GPM@1200RPM) ***REQUIRES PTO OPENING ON TRANSMISSION***                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1   | End Mount Bucket Bracket with 180 Degree Hydraulic Rotator                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1   | Lower Boom Assembly with Fiberglass insert for ETC40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1   | Upper Boom Assembly for ETC40IH.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1   | Pedestal (41.75)(Standard for ETC37)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1   | Standard turret assembly for ETC40IH or ETXC37IH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1   | Manual emergency lowering valve at bucket controls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

Attachment: ETIquote1904 (2019 : Purchase of 45 ft Bucket Truck)



Equipment Technology, LLC  
 341 NW 122<sup>nd</sup> Street  
 Oklahoma City, OK 73114  
 Phone: 888-748-3841  
 Fax: 405-755-6829  
 E-mail: sales@eti1.com

# **QUOTATION**

Quote ID: SK0323

Page 2 of 4

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                        |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Start/Stop at basket                                                                                                                                                                                                                                                                                                                                                               |
| 1   | Emergency Power at basket                                                                                                                                                                                                                                                                                                                                                          |
| 1   | Switch at lower controls wired to unit options                                                                                                                                                                                                                                                                                                                                     |
| 1   | Non-Metallic 4-Function Single-Handle Control with Hydraulic Tool Circuit with flow divider and pressure relief.                                                                                                                                                                                                                                                                   |
| 1   | Powder Paint White with ETI Powder Coating Process                                                                                                                                                                                                                                                                                                                                 |
| 1   | Bucket, 24 X 30 L/STEP RH CTRL                                                                                                                                                                                                                                                                                                                                                     |
| 1   | Levelride Stabilizer Bar, Over Frame for 2017 Ford's                                                                                                                                                                                                                                                                                                                               |
| 1   | Ford F450/F550<br>Sumosprings on front axle                                                                                                                                                                                                                                                                                                                                        |
| 1   | Two Inclinometers<br>One centered in cab in view of driver<br>One CS rear - right of Triple ID Light                                                                                                                                                                                                                                                                               |
| 1   | ETI Steel Body                                                                                                                                                                                                                                                                                                                                                                     |
| 1   | Side Box - Street Side<br>With stainless steel door rods and hinges.<br>Also with primer in compartments and neoprene seal around doors.<br>Compartment Layout 132A<br>Height=40"<br>Compartment Depth 20"<br>Front Compartment=33" Width<br>Next Compartment=24" Width<br>Wheel Well Compartment=48" Width<br>Rear Compartment=27" Width                                          |
| 1   | Side Box - Curb Side<br>With stainless steel door rods and hinges.<br>Also with primer in compartments and neoprene seal around doors.<br>Compartment Layout 132B<br>Height=40"<br>Compartment Depth 20"<br>Front Compartment=33" Width<br>Next Compartment=24" Width<br>Wheel Well Compartment=48" Width<br>Rear Compartment=27" Width<br>Full Length Shelf with Rear Access Door |
| 1   | Width=96"                                                                                                                                                                                                                                                                                                                                                                          |
| 1   | Integrated Tailshelf Length=36"                                                                                                                                                                                                                                                                                                                                                    |
| 1   | 56" Floor Width<br>Integrated Unit Mounting                                                                                                                                                                                                                                                                                                                                        |
| 1   | Wheelwell, street side, blank front and Ford fuel filler rear                                                                                                                                                                                                                                                                                                                      |
| 1   | Smoothplate Top on Streetside                                                                                                                                                                                                                                                                                                                                                      |
| 1   | Latch, Whale Tail.                                                                                                                                                                                                                                                                                                                                                                 |
| 1   | Spring loaded door holders for vertical and chains for horizontal doors.                                                                                                                                                                                                                                                                                                           |
| 1   | Master Lock System with two Push-Pull handles at the rear. ***NOTE*** spring loaded & held in the open position.                                                                                                                                                                                                                                                                   |
| 1   | Wheelwell, curb side, ringed wheel chock holders front and rear                                                                                                                                                                                                                                                                                                                    |
| 1   | Smoothplate Top on Curb side                                                                                                                                                                                                                                                                                                                                                       |
| 1   | Latch, Whale Tail.                                                                                                                                                                                                                                                                                                                                                                 |
| 1   | Spring loaded door holders for vertical and chains for horizontal doors with a rubber bumper under hotstick door.                                                                                                                                                                                                                                                                  |

Attachment: ETIquote1904 (2919 : Purchase of 45 ft Bucket Truck)





Equipment Technology, LLC  
 341 NW 122<sup>nd</sup> Street  
 Oklahoma City, OK 73114  
 Phone: 888-748-3841  
 Fax: 405-755-6829  
 E-mail: sales@eti1.com

**QUOTATION**

Quote ID: SK0323

Page 3 of 4

| QTY | DESCRIPTION                                                                                                  |
|-----|--------------------------------------------------------------------------------------------------------------|
| 1   | 6" yellow recycled composite tailboard with steel mounting brackets for 56" load area.                       |
| 1   | Tailshelf 36"-Steel Smoothplate                                                                              |
| 1   | ICC Bumper 90Wx13V-Pintle. CLASS IV (MGW 10000#, MAX TONGUE WT 1200#)                                        |
| 1   | Mudflaps installed.                                                                                          |
| 1   | Arch Grab Handle on rear of body - Upright pipe is 10.5" ID wide and 27" OD high.                            |
| 1   | 12" Aluminum Grab Handle on rear of body on the curbside                                                     |
| 1   | Smoothplate Entryway Steps in side of 36" Tailshelf on Curbside with gripstrut step underneath.              |
| 1   | Body Clearance Lights - LED 3/4" Round 2 Red and 2 Amber                                                     |
| 1   | Reflectors                                                                                                   |
| 1   | Body Tail Lights - LED (stop/tail/turn) with license/tag light mounted on the SS rear as space allows.       |
| 1   | Backup Lights - LED                                                                                          |
| 1   | Triple ID Lights - LED                                                                                       |
| 1   | Paint body standard ETI White (132)                                                                          |
| 1   | Non-Skid on Bumper                                                                                           |
| 1   | Non-Skid on Cargo Area Floor.                                                                                |
| 1   | Non-Skid on Cargo Area Walls                                                                                 |
| 1   | Non-Skid on Compartment Tops                                                                                 |
| 1   | Non-Skid on Tailshelf                                                                                        |
| 1   | Boom Support and Bucket Support                                                                              |
| 1   | Counterweight for Stability on Ford Regular Cab                                                              |
| 1   | SS1-Removable Swivel Material Hooks arranged 1-3-1. Each hook has 5 possible fixed positions.                |
| 3   | SS2-Adjustable Shelf                                                                                         |
| 12  | SS2-Dividers, Shelf/Drawer                                                                                   |
| 1   | SS3-Middle Shelf                                                                                             |
| 8   | SS3-Dividers, Shelf/Drawer                                                                                   |
| 2   | SS4-Adjustable Shelf                                                                                         |
| 4   | SS4-Dividers, Shelf/Drawer                                                                                   |
| 3   | CS1-Adjustable Shelf                                                                                         |
| 12  | CS1-Dividers, Shelf/Drawer                                                                                   |
| 3   | CS2-"Egg Crate" dividers. Five sections front-to-back and adjustable dividers left-to-right.                 |
| 1   | CS3-Bottom Shelf                                                                                             |
| 8   | CS3-Dividers, Shelf/Drawer                                                                                   |
| 1   | SS4-Removable Swivel Material Hooks arranged 1-2-1. Each hook has 5 possible fixed positions.                |
| 1   | Unit Safety Switch - Parking brake must be set before unit will operate                                      |
| 1   | Backup Alarm                                                                                                 |
| 1   | 400 Lb Basket Capacity                                                                                       |
| 1   | 7 Prong (pole) round trailer socket.<br>***SEE BUILD DRAWING ***                                             |
| 1   | Bucket Cover with foam insert for 24X30 bucket                                                               |
| 1   | 24X30 Bucket Liner-polyethylene                                                                              |
| 1   | Stainless steel grounding lug attached to frame. (Standard location is CS ICC Bumper angled gusset support). |

Attachment: ETIquote1904 (2919 : Purchase of 45 ft Bucket Truck)



Equipment Technology, LLC  
 341 NW 122<sup>nd</sup> Street  
 Oklahoma City, OK 73114  
 Phone: 888-748-3841  
 Fax: 405-755-6829  
 E-mail: sales@eti1.com

**QUOTATION**

Quote ID: SK0323

Page 4 of 4

| QTY                              | DESCRIPTION                                                                                                                                                                                       |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                | One amber strobe light on Streetside with post mounting bracket.                                                                                                                                  |
| 1                                | DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference.<br>Triangle Warning Kit, Spare fuses for 2017+ Ford truck<br>Required per Federal Motor                        |
| 1                                | 2 Rubber Wheel Chocks, 8.5Wx10.5Lx5.75H                                                                                                                                                           |
| 1226                             | FOB: Georgetown, SC                                                                                                                                                                               |
| 2                                | Install 12Volt outlet. ***Located in SS2 above top shelf.***                                                                                                                                      |
| 1                                | Two (2) surface mount LED strobe lights on the front grill mounted horizontally SS and CS. Wired with ignition switch off.                                                                        |
| 1                                | Two 4" round LED strobe lights mounted in tailshelf with flasher.                                                                                                                                 |
| 1                                | Tail Channel for two additional 4" recessed lights.                                                                                                                                               |
| 2                                | 6" PVC tube, 108" long with lockable end cap, mounted on top of Curbside body compartment. TO THE REAR                                                                                            |
| 1                                | ETI warranty is two year parts and labor.<br>Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.                                                 |
| 1                                | Frame Tunnel (Possum Belly) Tunnel will stop at pedestal.                                                                                                                                         |
| 1                                | Punched steel metal (not expanded metal) basket 19" W X 108" T X 8" high w/DIVIDERS . Open top.<br>(2) 24" bins and (1) 60" bin. 60" bin is to the rear of the truck. Located on SS flush to rear |
| Quote Total: <b>\$112,461.34</b> |                                                                                                                                                                                                   |

The following options may be added:

| QUANTITY | DESCRIPTION                                                                                                                                                 | PRICE EACH | AMOUNT     | ADD TO QUOTE |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|--------------|
| 1        | Hastings Reel, Part# 21375 with 50' of 2/0 yellow/ground cable.<br>Mounted SS tail shelf against compartment (shift boom & bucket stow toward CS if needed) | \$1,667.29 | \$1,667.29 | Yes / No     |

Customer must fill out the information below before the order can be processed...

|              |  |
|--------------|--|
| Accepted by: |  |
| Date:        |  |
| P.O. number: |  |

- ♦ Quoted price does not include any applicable taxes.
- ♦ Quote valid for 45 days.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

SK0323

Attachment: ETIquote1904 (2019 : Purchase of 45 ft Bucket Truck)





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

### ACTION ITEM

DOC ID: 2926

|                                   |                                                                                                                                                                                                                                         |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                                        |
| <b>Department:</b>                | Administration                                                                                                                                                                                                                          |
| <b>Issue Under Consideration:</b> | Motion to approve first semi-annual payment to SCMIRF in the amount of \$378,851.50 for Property, Liability and Vehicle Insurance and two quarterly payments to SCMIT in the amount of \$115,641.00 for Workers Compensation Insurance. |
| <b>Amount Requested:</b>          |                                                                                                                                                                                                                                         |
| <b>Is Item in Current Budget?</b> |                                                                                                                                                                                                                                         |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                         |
| <b>Financial Impact:</b>          |                                                                                                                                                                                                                                         |
| <b>Points to Consider:</b>        |                                                                                                                                                                                                                                         |
| <b>Options:</b>                   |                                                                                                                                                                                                                                         |
| <b>Staff Recommendation:</b>      |                                                                                                                                                                                                                                         |

#### Reviews:

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

Stephanie Buccione Completed 12/12/2019 4:28 PM

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

#### Attachments:

1. a SCMIT & SCMIRF Invoice (PDF)

## INVOICE

RECEIVED

DEC 11 2019

CITY HALL  
ADMINISTRATION

SC Muni Ins Risk & Fin Fund  
1411 Gervais Street  
PO Box 12109  
Columbia, SC 29211

Invoice # 877807  
Due Date: 1/1/2020  
Customer # GEORGE2210  
Invoice Date: 12/1/2019  
Partic. ID SCMIRF

**Bill to:**

City of Georgetown  
P O Drawer 939  
Georgetown, SC 29442-0939

Customer - Due on the 1st

## Invoice Description: SCMIRF 1st 2020 SemiAnnual

| External Ref. Number | Transactional Description  | Total        |
|----------------------|----------------------------|--------------|
|                      | SCMIRF 1st 2020 SemiAnnual | \$378,851.50 |
| Total Amount Due     |                            | \$378,851.50 |

1st Semi-Annual Billings are due on January 1, 2020. To avoid late penalties, payments must be received by January 20, 2020. If you are a member that utilizes automatic bank draft, your account will be drafted on January 20, 2020. Please make checks

Please refer to the invoice number on your remittance check. Please return the bottom portion with your remittance check.

|               |           |            |                    |
|---------------|-----------|------------|--------------------|
| Invoice #     | 877807    | Partic. ID | SCMIRF             |
| Invoice Date: | 12/1/2019 | Customer # | GEORGE2210         |
| Due Date:     | 1/1/2020  |            | City of Georgetown |

## Invoice Description: SCMIRF 1st 2020 SemiAnnual

Total Amount Due \$378,851.50

Total Amount Remitted:

**Remit to:**

SC Muni Ins Risk & Fin Fund, P. O. Box 12220, Columbia, SC 29211

Attachment: SCMIT & SCMIRF Invoice (2926 : SCMIT & SCMIRF Payment)



## INVOICE

SC Muni Insurance Trust  
1411 Gervais Street  
PO Box 12109  
Columbia, SC 29211

RECEIVED  
DEC 11 2019  
CITY HALL  
ADMINISTRATION

Invoice # 877683  
Due Date: 1/1/2020  
Customer # GEORGE2210  
Invoice Date: 12/1/2019  
Partic. ID SCMIT

**Bill to:**

City of Georgetown  
P O Drawer 939  
Georgetown, SC 29442-0939

Customer - Due on the 1st

## Invoice Description: SCMIT 1st Qtr 2020 Billing

| External Ref. Number | Transactional Description  | Total        |
|----------------------|----------------------------|--------------|
|                      | SCMIT 1st Qtr 2020 Billing | \$115,641.00 |
| Total Amount Due     |                            | \$115,641.00 |

1st Quarter Billings are due on January 1, 2020. To avoid late penalties, payments must be received by January 20, 2020. If you are a member utilizing automatic draft, your account will be drafted on January 20, 2020. Make checks payable to SCMIT.

Please refer to the invoice number on your remittance check. Please return the bottom portion with your remittance check.

|               |           |            |                    |
|---------------|-----------|------------|--------------------|
| Invoice #     | 877683    | Partic. ID | SCMIT              |
| Invoice Date: | 12/1/2019 | Customer # | GEORGE2210         |
| Due Date:     | 1/1/2020  |            | City of Georgetown |

## Invoice Description: SCMIT 1st Qtr 2020 Billing

Total Amount Due \$115,641.00

Total Amount Remitted:

**Remit to:**

SC Muni Insurance Trust, P. O. Box 12220, Columbia, SC 29211

Attachment: SCMIT &amp; SCMIRF Invoice (2926 : SCMIT &amp; SCMIRF Payment)



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

### ACTION ITEM

DOC ID: 2927

|                                   |                                                                                                                                                                                                                                |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Council Meeting Date:</b>      | 19 December 2019                                                                                                                                                                                                               |
| <b>Department:</b>                | Administration                                                                                                                                                                                                                 |
| <b>Issue Under Consideration:</b> | Motion to approve Binding Resolution Certifying the old Eagle Electric Plant Site as an abandoned textile mill site pursuant to SC Code section § 12-65-10 et seq., the South Carolina Textile Communities Revitalization Act. |
| <b>Amount Requested:</b>          |                                                                                                                                                                                                                                |
| <b>Is Item in Current Budget?</b> |                                                                                                                                                                                                                                |
| <b>If no, please explain:</b>     |                                                                                                                                                                                                                                |
| <b>Financial Impact:</b>          |                                                                                                                                                                                                                                |
| <b>Points to Consider:</b>        |                                                                                                                                                                                                                                |
| <b>Options:</b>                   |                                                                                                                                                                                                                                |
| <b>Staff Recommendation:</b>      |                                                                                                                                                                                                                                |

#### Reviews:

Stephanie Buccione Completed 12/16/2019 3:55 PM

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

#### Attachments:

1. a 12-16-19 Textile Certification (PDF)



|                                |   |                                     |
|--------------------------------|---|-------------------------------------|
| <b>STATE OF SOUTH CAROLINA</b> | ) | <b>RESOLUTION CERTIFYING SITE</b>   |
|                                | ) | <b>AS ABANDONED TEXTILE MILL</b>    |
| <b>CITY OF GEORGETOWN</b>      | ) | <b>PURSUANT TO THE SOUTH</b>        |
|                                | ) | <b>CAROLINA TEXTILE COMMUNITIES</b> |
|                                | ) | <b>REVITALIZATION ACT</b>           |

**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 South Carolina Textile Communities Revitalization Act (the “Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned textile buildings located in South Carolina; and,

**WHEREAS**, the Act provides that restoration of abandoned textile buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities;

**WHEREAS**, Section 12-65-20 of the Act provides the following definitions (in pertinent part):

(1) “Abandoned” means at least eighty percent of the textile mill has been closed continuously to business or otherwise nonoperational as a textile mill for a period of at least one year immediately preceding the date on which the taxpayer files a “Notice of Intent to Rehabilitate.” For purposes of this item, a textile mill site that otherwise qualifies as abandoned may be subdivided into separate parcels, which parcels may be owned by the same taxpayer or different taxpayers, and each parcel is deemed to be a textile mill site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) “Textile Mill” means a facility or facilities that were initially used for textile manufacturing, dying, or finishing operations and for ancillary uses to those operations.

(3) “Textile Mill Site” means the textile mill together with the land and other improvements on it which were used directly for textile manufacturing operations or ancillary uses. However, the area of the site is limited to the land located within the boundaries where the textile manufacturing, dying, or finishing facility structure is located and does not include land located outside the boundaries of the structure or devoted to ancillary use; and

**WHEREAS**, Section 12-65-60 of the Act provides that a taxpayer may apply to the municipality in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality.

**WHEREAS**, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates a textile mill site is eligible for certain credits and the taxpayer/applicant has verified to the City in

seeking this Certification that it intends to seek income tax credit, not property tax or other credits from the municipality under the statute; and

**WHEREAS**, MHG OZ Fund II, LLC or other related party (the “Taxpayer”) is acquiring certain real property known as the former Eagle Electric Manufacturing Company site, located at 2928 South Fraser Street (the “Property”), consisting of 12.1 acres, which property is further identified on the Georgetown County Tax Map as TMS No. 05-0047-017-00-00; and

**WHEREAS**, the Property is located within the city limits of Georgetown, South Carolina; and,

**WHEREAS**, the Taxpayer has requested that the City certify that the Building Site as an abandoned textile mill as defined by Section 12-65-20; and

**WHEREAS**, upon information and belief the Property was initially developed in the late 1950s to house a textile mill facility used to weave fabric and sew dresses, and was actually used for such purposes until 1978 when the Property was sold to Eagle Electric Manufacturing Company; and;

**WHEREAS**, the property has been abandoned by the prior owner for at least five years;

**NOW THEREFORE, BE IT RESOLVED** by this Binding Resolution of the City Council of the City of Georgetown that the City makes the following certifications under the South Carolina Textiles Communities Revitalization Act (S.C. Code Section 12-65-10, et seq.):

- I. All recitals hereinabove are true and correct to best of the City’s knowledge and are made a part of this Resolution.
- II. Upon information and belief and relying on the Phase I Environmental Study of the property in the possession of the Taxpayer, the Property, formerly part of a textile mill, is a facility that was initially used for textile manufacturing and finishing operations and for ancillary uses to those operations (i.e., a “textile mill”) as more particularly defined in S.C. Code Section 12-65-20(3).
- III. Upon information and belief, at least eighty percent of the textile mill has been closed continuously to business or otherwise nonoperational as a textile mill since 1978, and abandoned for all purposes for at least five years and therefore, the Property was “abandoned” as defined in S.C. Code Section 12-65-20(1).
- IV. Upon information and belief, the Property constitutes a “Textile Mill Site” consistent with S.C. Code Section 12-65-20(4).
- V. Upon information and belief, in accordance with S.C. Code Section 12-65-30(D), (i) the facility has not previously received tax credits under the Act, and (ii) neither Taxpayer nor any affiliate owned the Textile Mill Site when it was operational as a textile mill and immediately prior to its abandonment.



VI. This certification relates exclusively to the state income tax credit. The taxpayer has not requested, and the city is not granting certification related to, property tax credit referenced in the Act.

VII. This Binding Resolution is intended to comply with the municipal certification requirements set forth in S.C. Code Section 12-65-60.

VIII. 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 \_\_\_\_\_ 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

Attachment: 12-16-19 Textile Certification (2927 : Binding Resolution)



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

### INFORMATION ITEM

DOC ID: 2913

**Council Meeting Date:** 19 December 2019  
**Department:** Administration  
**Issue Under Consideration:** Present DRAFT Strategic Plan.  
Present DRAFT Strategic Plan and request directions from City Council.



# City of Georgetown

## Strategic Direction

### Draft Vision Statement

The City of Georgetown will be a destination city known for its rich history and natural beauty. It will continue to be recognized as one of the best small coastal towns in the United States. It will continue to be a great place to visit, live, work, and play.

### Draft Mission Statement

The mission of the City of Georgetown is to provide for the safety and general wellbeing of its residents and visitors. The City enhances the quality of life for its citizens by protecting its natural environment, fostering a vibrant and diverse economy that will create economic opportunities, ensuring orderly growth, and providing excellent services, amenities, and infrastructure. The City plays a proactive leadership role in shaping the future of the community based on input from its stakeholders.

### Draft Values/Guiding Principles

**Integrity:** Standards of honesty, objectivity, inclusiveness, and ethical conduct will guide all that we do and is essential to the City building and maintaining a bond of trust with its residents, customers, and among its elected officials and employees.

**Loyalty:** We are loyal to the City's mission, its residents, and to our fellow employees. We recognize the importance of working together as a team.

**Professionalism/High Performance:** We are committed to excellence and the delivery of quality services. We are dedicated to conducting all our business in an impartial, consistent and reliable manner. Our employees are knowledgeable and display a strong work ethic.

**Initiative:** As City officials and employees we will look for new and creative ways to address the needs of our residents. Our employees are encouraged to work independently and to use their best judgement as they fulfill their duties and responsibilities. We strive to go "the extra mile."

**Transparency:** We will be accountable for and take responsibility for our actions and decisions and will openly communicate with our residents and other stakeholders and will seek their input.

**Inclusiveness:** The diversity of our residents and our employees is a strength. As a City we are committed to serving and involving all segments of our community.

## Draft Strategic Issues and Broad Goals

### A Vibrant and Diverse Economy

#### Broad Goals

- Reduce the number of vacant storefronts
- Create jobs that pay a “living wage” with benefits; technology based jobs
- Establish an Arts District
- Attract headquarters operations

### Amenities

#### Broad Goals

- Create a hub/central park to serve as a community gathering place and location for festivals, events, concerts, farmers market, the arts and cultural activities
- Improve the waterfront/inner harbor and increase water activities
- Secure amenities such as a movie theater, live music venues, microbreweries, walking trails
- Increase number of large events
- Increase use of baseball field

### Housing

#### Broad Goal

- Increase the amount and diversity of the housing stock; particularly affordable housing

### Stable Energy Supply

#### Broad Goal

- Ensure a stable energy supply and costs



**Intergovernmental Relations****Broad Goals**

- Achieve greater efficiencies in service delivery
- Reduce costs
- Greater coordination and increased partnerships with other governments
- Increase opportunities for conversations with officials with other governments

**Infrastructure, Facilities, Equipment****Broad Goals**

- Reduce maintenance costs
- Decrease flooding
- Complete City Hall
- Ensure that adequate facilities are in place to support City services
- Study use of fiber optics

**Recruitment and Retention of Quality Workforce****Broad Goals**

- A quality and stable workforce
- Reduce turnover
- Succession planning and employee development
- Maintain an attractive benefits package

**Adequate Funding****Broad Goals**

- Secure sufficient funding to provide quality services
- Maintain a healthy fund balance
- Identify new funding sources
- TIF district

**Drug/Opioid Abuse****Broad Goals**

- Partner with other entities to secure recovery and rehabilitation resources
- Decrease the number of overdoses and drug use

November 2019

**Next Steps**

| Description                                                                                                                                                                                                                                                                                  | Time Frame <sup>1</sup>                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1. City Council: <ul style="list-style-type: none"> <li>a. Reviews draft plan.</li> <li>b. Provides direction to staff on any further revisions.</li> <li>c. Directs staff to draft an implementation plan.</li> </ul>                                                                       | <b>December 2019</b>                       |
| 2. Draft implementation plan will include: <ul style="list-style-type: none"> <li>a. Broad goals with specific objectives that are measureable and achievable by a determined time frame.</li> <li>b. Staff will seek the input from stakeholders and the community (charrettes).</li> </ul> | <b>Winter/Spring 2020</b>                  |
| 3. Staff brings back the draft strategic plan with the proposed implementation plan back to Council for review and discussion (workshop).                                                                                                                                                    | <b>Summer 2020</b>                         |
| 4. Council to adopt the plan as presented or with further reviews (regular Council meeting).                                                                                                                                                                                                 | <b>Summer/Fall 2020</b>                    |
| 5. Staff: <ul style="list-style-type: none"> <li>a. Implement plan, that is, use plan as blueprint to develop future operating and capital budgets</li> <li>b. Provide quarterly reports to Council.</li> </ul>                                                                              | <b>Fall 2020 in preparation of FY 2021</b> |

<sup>1</sup> If necessary, the Time Frame may be shortened and we will strive to produce a quality plan.



**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2918)**

Meeting: 12/19/19 05:30 PM

Department: Electric

Category: Report

Prepared By: Alan Loveless

Initiator: Alan Loveless

Sponsors:

DOC ID: 2918

---

**November 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

December 9, 2019

Following is a brief summary of major activities in the Electric Utility Department for November 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. Warm temperatures early in the month and cooler temperatures later in the month can make this challenging sometimes.

We have completed the installation of UG conductors and transformers in the Harbor Club to serve four homes that are about to begin construction. A builder has purchased a number of lots and anticipates keeping several homes under construction (as the market dictates) until their lots are built out. Conduit was placed in the subdivision several years ago when other infrastructure was installed, but we had never pulled in conductor or placed transformers because there were no plans for anyone to start building homes. Additional UG conductors and transformers will have to be installed as additional homes are built in the future.

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. They are also working on line upgrades and an alternate feed to the hospital.

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 November.

A final draft of an interconnection agreement and an interim bi-directional rate which would allow customers to install renewable generation (namely solar) on their side of the meter has been developed. The interim rate for customer-to-utility energy will be based on our avoided cost of having to provide that energy ourselves. The ordinance establishing the interim rate was taken to Council for first reading in September. The interconnection agreement was also presented to Council in September. The original interim rate proposal had included a \$50/month additional customer charge to cover the additional costs to the City, most

Drawer 939  
Georgetown, SC 29442

Attachment: november19 (2918 : November 2019 Electric Utility Department Report)



of which involved the manual calculation of bills because our billing system did not include provisions for this type of rate. City staff had been in agreement with this service charge. The service charge has received some negative press and some agencies are concerned that it will be a disincentive to customers considering an investment in solar. Further discussions were held after these concerns arose, and I was then told that the rate could be programmed into our billing system by City staff, without involvement from our software provider. This changes our philosophy regarding the service charge and could have avoided some negative publicity. When we bring the ordinance for second reading in October, it will include a proposal that the service charge be \$15/month instead of \$50/month. This proposal was presented to City Council in October. Council postponed action on this proposal, pending meetings with Coastal Conservation League, Coastal Carolina University, and Santee Cooper. This meeting took place in November and produced some excellent discussion. We are expecting CCL and CCU to provide us with a 'wish list' of items that they would like to see addressed in our solar position going forward. These lists should be submitted to us in December. We will then review to determine how many of their wishes are feasible and will conduct further discussions.

Lee Electrical Construction has started work on Phase 1 of the Front St UG infrastructure upgrade project. They are now installing conduit in the area behind the Chamber of Commerce and around the marina, and under Front St. from Queen to Screven. The conduit boring has been a slow process. They are approximately 74% complete. A separate UG crew has arrived to start setting box pads and transformers, and to start pulling in UG conductors. 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 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.

We are currently working with the developer on the design of an underground infrastructure (conduit, conductor, transformer) layout to serve the proposed apartment complex on Charlotte Street. This design has been completed and has been submitted to the developer so that the developer can install the conduit for us.

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.

Meetings continue with representatives of Tideland's 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. 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 November safety meeting was held on the 15<sup>th</sup> and the topic was substance abuse..

Other statistics of interest for November:

|                                         |      |
|-----------------------------------------|------|
| • Cut-on – regular                      | 132  |
| • Cut-off – regular                     | 126  |
| • Cut-off – non-pay                     | 212  |
| • Non-pay restores                      | 186  |
| • Re-read orders                        | 413  |
| • Accidents – lost time                 | 0    |
| • Accidents – first aid/property damage | 0    |
| • PUPS locates                          | 100  |
| • Total orders worked                   | 1076 |



**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2915)**

Meeting: 12/19/19 05:30 PM

Department: Engineering

Category: Report

Prepared By: Orlando Arteaga

Initiator: Orlando Arteaga

Sponsors:

DOC ID: 2915

---

**Engineering Monthly Report\_November 2019**



**City of Georgetown  
Engineering Monthly Report  
November 2019**

**Engineering - Orlando Arteaga, P.E.**

**Date: December 6, 2019**

**CAPITAL IMPROVEMENT PROJECTS (CIP) STATUS UPDATE**

**1. Northside Water Storage Tank**

- Contractor: Caldwell Tanks, Inc.
- Bid Price: \$1,574,700
- Approved Change Order #1: \$4,600.00
- Approved Change Order #2- \$0. (Scope change)
- Approved Change Order #3- (\$2,739.00)
- Approved Change Order #4- \$0 (Time extension)
- Revised Contract Price: \$1,576,561
- Notice to Proceed: 11/10/2017
- Revised Contract Completion: 8/30/2019
- Scope: New elevated water storage tank with a capacity of 250,000 gallons located behind Middle School. Project includes open cut, HDD and Jack & Bore trenching for a 12-in. water main. Work also includes some upgrades at the Yogi Bear Tank.
- Status: Work is 100%. Final closeout is pending.

**2. West End Sewer Rehabilitation- Phase II**

- Contractor: Granite Inliner, LLC
- Notice to Proceed: 10/22/2018
- Revised Contract Completion: 8/14/2019
- Bid Price: \$2,031,247.00
- Approved Change Order #1: (\$145)
- Approved Change Order #2: \$22,687.50
- Approved Change Order #3: (\$376,550.80)
- Revised Contract Price: \$1,677,238.70
- Scope:
  - 17,000 lineal feet of sewer rehabilitation using the Cure-in-Place-Pipe Method (CIPP), and about 1,500 lineal feet of open-cut sewer line replacement and point repairs including asphalt repairs. This project is financed by the State Revolving Fund (SRF).
- Status: Work 100% complete including punch list work.
- AECOM submitted record drawings and post CIPP install videos.
- SRF final draw completed.





**City of Georgetown  
Engineering Monthly Report  
November 2019**

**3. Cannon Street Sewer Main Replacement**

- Contractor: Lawrimore Construction, Inc.
- Bid Amount: \$336,200
- Change Order: (\$13,502.35)
- Revised Contract Amount: \$322,697.65
- Construction Start Date: 7/23/2019
- Construction Finish Date: 10/1/2019
- Scope: Replace 1,305 lineal feet (LF) of sewer line on Cannon Street between Prince Street and Church Street.
- Status: All work is complete. Pending SCDOT approval.

**4. Port Tank Rehab (Yogi Bear Tank)**

- Lead-based paint testing completed. Lead found in exterior paint.
- The city submitted a RIA grant application on 9/3/2019.
- RIA approved City's grant request for the amount of \$341,438 on 10/28/2019.
- City released RFP for engineering and inspection services on 11/27/2019. Proposals are due on 12/10/2019.

**5. 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.  
Some sitework activities performed. All submittals have been processed.  
Generator, ATS, and VFDs scheduled to arrive week of 12/9/19.

**6. Queen Street Drainage Improvements**

- Engineer: Stantec Consulting
- Engineering Fee: \$21,500
- 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.



**City of Georgetown  
Engineering Monthly Report  
November 2019**

**7. City Hall Rebuild Project**

- Architect: Creech & Associates, PLLC
- Consulting Fee: \$443,350.00
- Status:
  - Design Notice to Proceed issued on 7/22/2019.
  - Space Needs Study is 100% complete.
  - City Hall site survey is 100% complete.
  - Schematic design is 100% complete, presented to and approved by City Council on 11/21/2019.
  - Proposals submitted from CMAR firms on 10/24/19.
  - Edifice General Contractors identified as top ranked firm out of 7 proposals.
  - Council authorized staff to enter into contract negotiations with Edifice during special meeting on 12/5/2019.

**8. 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 January 2020

**9. Constitution Park Bulkhead Repairs**

- Request for Bid issued on 10/25/2019 and due on 11/21/19.
- Earthworks Engineering engaged to provide plans, section drawings and other technical documentation as requested by the USACE.
- Construction permit has been approved by SCDHEC/OCRM and USACE permit approval is still pending.
- Bids were received and opened on 12/5/2019.

**10. KHM Wall and Brick Paver Repairs**

- Only one bid submitted from Southern Restoration Maintenance, Inc. in the amount of \$41,856.00
- After review with senior staff, bid has been canceled.
- This repair project will be rebid early in 2020.





**City of Georgetown  
Engineering Monthly Report  
November 2019**

**11. Sidewalk Improvements-Gilbert Street New Sidewalk**

- Design awarded to Cagle Consulting Engineers, LLC
- Design Fee: \$20,900
- Design NTP: 10/24/2019
- Design Duration: 90 days
- Design: Ongoing.

**12. 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 is scheduled to begin work in early December.

**13. 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) will evaluate and rate proposals. A/E evaluation due on 12/19/2019.

**14. 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 of Georgetown  
Engineering Monthly Report  
November 2019**

**15. 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.

**SCDOT ENCROACHMENT PERMITS PROCESSED:** Two (2)

**PLAN REVIEWS:** Senior Apartments on Lincoln Street

**PRESENTATIONS:**



**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2908)**

Meeting: 12/19/19 05:30 PM

Department: Fire Department

Category: Report

Prepared By: Amy Skidmore

Initiator: Charles W. Cribb

Sponsors:

DOC ID: 2908

---

---

## November 2019 Fire Report

# The FIRE Report

A monthly report of Fire Department activities to City Council

DECEMBER  
2019



## Fire Prevention Bureau

|                                  | 2019     |
|----------------------------------|----------|
|                                  | November |
| Inspections                      | 45       |
| Violations Found                 | 6        |
| Buildings without Violations     | 34       |
| Buildings Cleared of Violations  | 6        |
| Violations Corrected             | 8        |
| Violations Not Corrected         | 5        |
| 3rd Party Inspection Review      | 0        |
| Assemblies Inspected:            | 10       |
| Business Inspected:              | 17       |
| Educational Buildings Inspected: | 2        |
| Hazardous Buildings Inspected:   | 0        |
| Factories Inspected:             | 1        |
| Institutional Inspected:         | 1        |
| Mercantile Inspected:            | 12       |
| Residential Inspected:           | 3        |
| Storage Buildings Inspected:     | 0        |
| Construction Meetings:           | 1        |
| Plans Review:                    | 1        |
| Test Conducted:                  | 0        |
| Compliance Issues:               | 0        |
| Complaints Reviewed:             | 2        |
| Business License:                | 3        |
| Citation Issued:                 | 0        |

## Public Education

|              |     |
|--------------|-----|
| Programs     | 2   |
| Participants | 100 |

## Suppression Division

### A Brief Look at Emergency Responses

#### November 2019

1. Nine Medical Calls; One MVA
2. Nine Medical Calls; One Public Service Calls
3. Six Medical Calls; One Unauthorized Burn; One MVA; One False Call
4. Ten Medical Calls; One False Alarm; One Public Service
5. Ten Medical Calls; One Alarm Activation; One MVA
6. Six Medical Calls; One Gas Leak; Two MVA's; One Public Service Calls
7. Seven Medical Calls; Two Public Service Calls
8. Six Medical Calls; One False Alarm
9. Five Medical Calls
10. Four Medical Calls
11. Five Medical Calls; One Vehicle Fire; Two Public Service Calls
12. Six Medical Calls; One False Call; One Police Matter; Two Public Service Calls
13. Nine Medical Calls; One MVA; Two Public Service Calls
14. Four Medical Calls; Two Alarm Activations; Two Public Service Calls
15. Five Medical Calls; One MVA; One Public Service Calls
16. Five Medical Calls; One Sprinkler Activation; Two MVA's
17. Three Medical Calls; One MVA
18. Four Medical Calls; One MVA
19. One Medical Call; One Detector Activation; Four Public Service Calls
20. One Medical Call; One Alarm Activation; One Public Service Call
21. Five Medical Calls; One Public Service Call
22. Seven Medical Calls; One Alarm Activation; Four Public Service Calls
23. Seven Medical Calls; One MVA; Four Public Service Calls
24. Five Medical Calls; One Smoke scare; One Smoke Detector Activation
25. Four Medical Calls; One False Alarm; One Unauthorized Burn; One Public Service
26. Four Medical Calls; Two False Calls; Two Alarm Activations
27. Five Medical Calls; One False Alarm; Two Public Service Calls
28. Six Medical Calls; Two Public Service Calls
29. Six Medical Calls; One Power Line Down
30. Seven Medical Calls; Two MVA's; One Alarm Malfunction; One Malicious Call

Attachment: November 2019 Fire Report (2008 : November 2019 Fire Report)





| <b>Total Call Volume</b>                               | <b>November</b> |             | <b>Year to Date</b> |             |
|--------------------------------------------------------|-----------------|-------------|---------------------|-------------|
|                                                        | <b>2019</b>     | <b>2018</b> | <b>2019</b>         | <b>2018</b> |
| As defined by the National Fire Incident Report System |                 |             |                     |             |
| Fires                                                  | 1               | 7           | 46                  | 63          |
| Rescue Calls/EMS                                       | 185             | 211         | 2148                | 2290        |
| Hazardous Conditions                                   | 2               | 45          | 332                 | 356         |
| Service Calls                                          | 35              | 35          | 520                 | 446         |
| Good Intent Calls                                      | 11              | 18          | 115                 | 118         |
| False Alarms                                           | 18              | 10          | 171                 | 149         |
| Weather/Flood                                          | 0               | 0           | 9                   | 3           |
| Special Incident Type                                  | 1               | 9           | 119                 | 117         |
| <b>Total Calls</b>                                     | <b>253</b>      | <b>327</b>  | <b>3460</b>         | <b>3542</b> |

### Save/Loss Analysis

|               | <b>Losses</b> | <b>Property Values</b> |
|---------------|---------------|------------------------|
| November 2019 | \$ 0          | \$ 0                   |
| November 2018 | \$ 0          | \$ 0                   |
| Year to Date  | \$ 417,251    | \$ 1,672,366           |

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

### Mutual Aid Calls

|                             | <b>November</b> | <b>YTD</b> |
|-----------------------------|-----------------|------------|
| To Georgetown County Fire   | 1               | 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          |

|                      | <b>November</b> | <b>YTD</b> |
|----------------------|-----------------|------------|
| Staff Training Hours | 1244.50         | 10,948.01  |

**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2914)**

Meeting: 12/19/19 05:30 PM

Department: Fleet Services

Category: Report

Prepared By: Isaac Williams

Initiator: Isaac Williams

Sponsors:

DOC ID: 2914

**November2019 Fleet service Report**





## NOVENBER MONTHLY REPORT 2019

|                             |    |
|-----------------------------|----|
| • Repairs                   | 61 |
| •                           |    |
| • PM Services               | 15 |
| • Tires repaired or replace | 16 |
| • Services past due         | 1  |

Attachment: NOVEMBER RTA Monthly Reoprt (2914 : NOVEMBER 2019 Fleet Service Report)

**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2909)**

Meeting: 12/19/19 05:30 PM

Department: Municipal Court

Category: Report

Prepared By: Cindy Owens

Initiator: Cindy Owens

Sponsors:

DOC ID: 2909

**November 2019 Municipal Court Report**



# Municipal Court Report November 2019

16.E.a

## Cases Disposed

| Disposition                                 | # of Cases<br>Disposed | Fine Amounts |
|---------------------------------------------|------------------------|--------------|
| Paid                                        | 21                     | \$5,958.00   |
| Served Time                                 | 11                     | \$ 14,577.50 |
| Scheduled Time Payment                      | 12                     | \$ 9,906.29  |
| NRVC                                        | 10                     | \$ 3,360.00  |
| Tried in Absence                            | 10                     | \$ 5,147.50  |
| Parking Tickets Paid                        | 9                      | \$ 195.00    |
| Nolle<br>Prosequi/Dismissed/<br>Not Guilty  | 50                     |              |
| Transferred to<br>General Sessions<br>Court | 51                     |              |
| Voided                                      | 0                      |              |
| Fine Suspended                              | 0                      | \$ -         |
| Total                                       | 174                    | \$39,144.29  |

Attachment: Municipal court report (2009 : November 2019 Municipal Court Report)

# Municipal Court Report

## November 2019

16.E.a

### Other Court Activity

During the month of October 47 defendants were seen in bond court for 84 charges.

|                                   |     |
|-----------------------------------|-----|
| Bond hearings held                | 23  |
| Warrants Prepared                 | 57  |
| Payments posted                   | 85  |
| Tickets entered                   | 156 |
| Expungements processed            | 15  |
| Cases Filed & scheduled for court | 210 |
| Juror notices prepared            | 175 |

### Types of Cases Filed & Scheduled for Trial

|                          |     |
|--------------------------|-----|
| DUI                      | 5   |
| Driving under suspension | 16  |
| Seatbelt Violations      | 2   |
| Child restraint          | 0   |
| Uninsured vehicle        | 5   |
| Speeding                 | 28  |
| Reckless driving         | 3   |
| Drug charges             | 8   |
| Felony charges           | 12  |
| Other criminal charges   | 55  |
| Other traffic charges    | 74  |
| Parking                  | 2   |
| Void                     | 0   |
| Total                    | 210 |

Attachment: Municipal court report (2909 : November 2019 Municipal Court Report)



**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2912)**

Meeting: 12/19/19 05:30 PM  
Department: Police Department  
Category: Report  
Prepared By: Johnnie Deas  
Initiator: Kelvin Waites  
Sponsors:  
DOC ID: 2912

**November 2019 Monthly Report**

MAYOR  
BRENDON M. BARBER, SR.



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

POLICE CHIEF  
KELVIN A. WAITES

December 4, 2019

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 November 2019 the Georgetown Police Department conducted annual firearms and recertification training.

On November 2<sup>nd</sup> the Georgetown Police Department worked the annual Bridge to Bridge Run. Everything went well without any major issues or concerns.

On November 8<sup>th</sup> staff from the Georgetown Police Department held a memorial service for Helaina Desulme, who passed away in 2017. Her mother did not have the money to pay for a headstone to place at her grave, so staff at the Georgetown Police Department raised the money with the help from the community. The family was very appreciative of our efforts.

On November 9<sup>th</sup> – 12<sup>th</sup> Chief Waites attended the South Carolina Police Chief's Association Leadership Conference, which was held in Myrtle Beach. Police Chief's from around the state of South Carolina trained and fellowshiped together during the course of this conference.

On November 11<sup>th</sup> the Georgetown Police Department worked the Veterans Day Parade. No issues, problems or concerns were noted.

On November 13<sup>th</sup> Chief Waites attended the monthly 15<sup>th</sup> Judicial Circuit Chief's meeting at the Georgetown County Sheriff's Office.

On November 15<sup>th</sup> Staff from the Georgetown Police Department, along with the City Administrator, attended a meeting in Myrtle Beach to discuss an Opioid Epidemic Initiative pilot program.



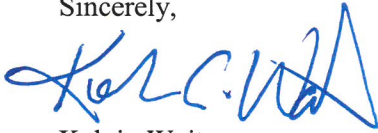
Honorable Mayor and City Council Members  
December 4, 2019  
Page Two

On November 19<sup>th</sup> Chief Waites met with Bob O'Brien to discuss books for children who have parents who suffer from substance abuse. Mr. O'Brien is a local publisher who just published books based on this specific subject matter.

On November 27<sup>th</sup> Chief Waites and staff attended the annual Ministerial Community Thanksgiving service at First Baptist Church, where Chief Waites brought a greeting on behalf of the Georgetown Police Department.

On November 27<sup>th</sup> the Georgetown Police Department provided a meal for the Georgetown High School Boys Basketball team to wish them well with their basketball season.

Sincerely,



Kelvin Waites  
Chief of Police

KW: pc

Attachments

Attachment: November 2019 Monthly Report (2912 : November 2019 Monthly Report)

# **GEORGETOWN POLICE DEPARTMENT** **2019 YEAR-TO-DATE ACTIVITY REPORT**

|                | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>ARRESTS</b> | 39  | 42  | 44  | 64  | 58  | 59  | 90  | 71  | 89  | 105 | 74  |     |

**TOTAL ARRESTS**

**735**

|                           |     |     |     |     |     |     |     |     |     |     |   |  |
|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|--|
| <b>CRIMINAL INCIDENTS</b> |     |     |     |     |     |     |     |     |     |     |   |  |
|                           |     |     |     |     |     |     |     |     |     |     |   |  |
|                           |     |     |     |     |     |     |     |     |     |     |   |  |
| 115                       | 117 | 137 | 143 | 156 | 166 | 200 | 176 | 162 | 172 | 152 |   |  |
| 7                         | 1   | 5   | 9   | 7   | 8   | 8   | 8   | 3   | 6   | 5   |   |  |
| 122                       | 118 | 142 | 152 | 163 | 174 | 208 | 184 | 165 | 178 | 157 | 0 |  |

**TOTALS**

**TOTAL INCIDENTS**

**1,763**



# **GEORGETOWN POLICE DEPARTMENT** **2019 YEAR-TO-DATE ACTIVITY REPORT**

|                                | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| <b>SPEEDING CITATIONS</b>      | 7   | 1   | 21  | 14  | 11  | 25  | 25  | 11  | 13  | 17  | 25  |     |       |
| <b>OTHER TRAFFIC CITATIONS</b> | 80  | 49  | 78  | 104 | 107 | 89  | 81  | 102 | 139 | 115 | 83  |     |       |
| <b>WARNING - SPEEDING</b>      | 64  | 55  | 93  | 68  | 61  | 94  | 108 | 113 | 94  | 81  | 119 |     |       |
| <b>WARNING - OTHER</b>         | 109 | 58  | 106 | 84  | 85  | 128 | 108 | 108 | 75  | 82  | 108 |     |       |
| <b>PARKING CITATIONS</b>       | 0   | 3   | 19  | 15  | 23  | 6   | 55  | 21  | 1   | 30  | 2   |     |       |
| <b>TOTALS</b>                  | 260 | 166 | 317 | 285 | 287 | 342 | 377 | 355 | 322 | 325 | 337 | 0   | 3,373 |

**TOTAL CITATIONS** 3,373

|                              | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| <b>STATE ACCIDENTS</b>       | 23  | 32  | 33  | 39  | 38  | 38  | 44  | 31  | 37  | 39  | 35  |     |       |
| <b>PARKING LOT ACCIDENTS</b> | 9   | 9   | 12  | 9   | 13  | 22  | 15  | 13  | 13  | 7   | 14  |     |       |
| <b>TOTALS</b>                | 32  | 41  | 45  | 48  | 51  | 60  | 59  | 44  | 50  | 46  | 49  | 0   | 525   |

**TOTAL ACCIDENTS** 525

**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2903)**

Meeting: 12/19/19 05:30 PM

Department: Housing and Community Development

Category: Report

Prepared By: Matt Millwood

Initiator: Angela Rambeau

Sponsors:

DOC ID: 2903

---

**November 2019 Planning & Community Development Report**



**Housing & Community Development  
Monthly Report  
November 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          |
| <b>Total</b>       | <b>107</b> |

**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 November**

Honorable Mayor & Council:

- Construction continued at the Tidelands Chillers, the new Wildes building on Church Street, R&R Metal, and plans submitted for the addition at the Eagle site;
- We currently have 19 new homes permitted and most are under construction plus a duplex;
- We are working with developers for the 126 apartments behind City Hall, and 43 senior units on Lincoln Street, and the Harbor Club Maryville, and a carwash next to Bojangles;
- We issued two C/O's for residential homes;
- Ryan is working with me learning the Building Codes and Inspections. He will be attending class and is working on his next set of certifications;
- Debra is doing an excellent job as our office manager issuing permits, scheduling and recording meetings as well as scheduling meetings for us and builders.
- Debra and Ryan, have worked extremely hard to make sure that all request were handled efficiently and that our citizen's needs were met in a timely manner. We would like to thank you for your support.

Thanks Again,  
**Rick Martin**

**Code Enforcement**  
**Tracy Gibson**

| <b>Letters Issued for Violations</b>                                                                        |    |
|-------------------------------------------------------------------------------------------------------------|----|
| Total Letters Issued for Overgrown Lots                                                                     | 12 |
| 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                                                               | 3  |
| Total Letters Sent for Sign Violations                                                                      | 0  |
| Total Referrals for Water & Sewer                                                                           | 2  |
| <b>Citations Issued for Violations</b>                                                                      |    |
| 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  |
| <b>Total Demolitions</b>                                                                                    |    |
| Total Dilapidated Structures Removed                                                                        | 0  |
| <b>Other Miscellaneous Complaints</b>                                                                       |    |
| Complaints                                                                                                  | 14 |
| <b>Permits</b>                                                                                              |    |
| Total Letters Issued for Encroachments                                                                      | 0  |
| Total Referrals to Electric – Tree Crew                                                                     | 1  |

- Risk Management Training was completed for November 2019.
- Commercial Corridor/ Businesses- over 100 Signs (w/o permits or permission) were removed from the city right-of-way.
- Visited a few businesses on the corridor to answer questions about bringing their business up to code.
- Posted “Failure to mow” signs on properties to help with communication with property owners who don’t update addresses in the system.
- Information was given to residents for a grant from United Way for housing renovations & repairs.
- Provided addresses from three streets to Habitat for new repair program (Habitat for Humanity received a grant to help residents with repairs).
- Architectural Review Board (ARB) – Attended meeting on November 4, 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).



**Office Manager**  
Debra Grant

16.G.a

**Board & Commissions:**

**ARB:**

New Business:

1. 406 Queen Street requested the approval to install operable shutters.

**ARB (On-Site):**

None

**BZA:**

None

**Planning Commission:**

1. Consider rezoning of 6.01 acres, for Hickory Knolls, LP, to be rezoned from R3 to R4.
2. Consider and recommend the annexation & rezoning of 3 parcels, owned by Lands End III, LLC to be annexed into the corporate limits of the City of Georgetown and to rezoned General Commercial.
3. Consider and recommend text amendment to Article XXI (Redevelopment District) of the Zoning Ordinance.

**CAB (Community Appearance Board):**

None

**CBA (Construction Board of Appeals):**

None

**TRC:**

None

**FOIA:**

None

**Permit Valuation Report:**

|                        |   |
|------------------------|---|
| Commercial Addition    | 0 |
| Commercial Alteration  | 1 |
| Commercial Electric    | 1 |
| Commercial Gas         | 1 |
| Commercial Mechanical  | 1 |
| Commercial New Build   | 1 |
| Commercial Plumbing    | 0 |
| Commercial Roofing     | 3 |
| Demolition             | 1 |
| Mobile Home            | 4 |
| Residential Addition   | 1 |
| Residential Alteration | 8 |
| Residential Electrical | 4 |
| Residential Gas        | 4 |
| Residential Mechanical | 6 |
| Residential New Build  | 3 |
| Residential Plumbing   | 1 |
| Residential Roofing    | 9 |
|                        |   |

Attachment: November 2019 Monthly Report [Revision 1] (2903 : November 2019 P&CD Report)

- 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 G. Millwood

- Sign Permits: Money Saver on Highmarket & Art Harbor on Front Street.
- Temporary Sign Permits: First Baptist Church Singing Xmas tree, Title Max Title Loans, & Swamp Fox Players.
- Subdivision plat approval for 4 lots at the end of Harbor Street in Bayview Community.
- Put together packets, delivered them, and held meeting for the Planning Commission. We had three agenda items: amendments to the REDD zoning for Liberty Steel, three parcel annexation for Jody Tamsberg adjacent to Pier Road, and rezoning of Hickory Knoll apartments from R3 to R4. Also had discussion on an amendment to the Sign Ordinance to add digital menu board signs, which was a request from the BZA.
- Put together packets, delivered them, and held meeting for the Board of Zoning Appeals in November. Two agenda items, one for Mr. Ballinger which he withdrew and a couple variances (height & density calculation) for the Village at Winyah Bay, 55+ apartment complex on Lincoln Street.
- Put up event boards for Singing Xmas Tree and a play for Swamp Fox Players.
- Meetings on Harbor Club development and worked on their agreement for economic incentives. We discussed in depth a few times and finally agreed from a staff level that we should not recommend these incentives because it didn't meet the Public Purpose Doctrine.
- Continue to work on the stormwater management fee project and held public meetings to convey the plan and fee increase to citizens.
- Drafted ordinances and Minute Traq items for the November regular council meeting and workshop, in which we had agenda items.
- Had to resubmit the Census New Construction information because it was sent in the incorrect coordinate system and their system could not accept it.
- Meeting with Harry Oxner and zoning compliance letter for his business at 235 Church Street. He wants to expand a nonconforming use which we cannot allow.
- Had a meeting and made some corrections and edits to the proposed Solar Ordinance. Santee Cooper and CCU met with us and discussed their intent and how we could make this work for both citizens and businesses in Georgetown.
- Off for Veterans Day and 2 days for Thanksgiving.

**Building Inspector/Code Enforcement**

Ryan Call

During the month of November:

- 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 meeting will be held tonight in reference to 209 South Alex Alford Drive;
- I am still waiting on title work for the two properties that were approved by Council in September;
- Rick and I have been going through old permits in preparation to have our documents scanned in by the city intern.

### FRIENDS OF THE KAMINSKI HOUSE REPORT – November 2019

Tour visitation was down 26% in November vs last year. Our year-to-date total visitor count (includes events) is up 3% from last year. We had visitors from 30 states and 4 foreign countries in November.



November found the museum being decked out for Christmas. Interior decorators have decorated all of the interior rooms of the house and the side garden/Kossove Terrace for the museum's annual Designer Showcase.

On November 16<sup>th</sup> the museum hosted a 250<sup>th</sup> birthday party and our annual Light Up the Lawn event. We had about 150 brave, harty soles in attendance. Thankfully the rains let up for a short while during the actual light of the lawn. The mayor read a proclamation for the 250<sup>th</sup> anniversary of the building of the Kaminski house and everyone had a fun time dancing to the sounds of the Andrew Theilen Big Band. The interior of the house and the museum shop were open for the event as well.

On the curatorial front, the musem is in the planning stages of installing a new climate control system and planning for an inventory/condition assessment of the museum's collection.

Museum staff have been busy with the Christmas events, the 2020 Wedding Showcase, and year-end fundraising projects.

Volunteers continue to play a vital role in the daily operation of the Kaminski House Museum. In November our volunteers worked about 130 hours giving tours, working in the museum shop, helping in the office, doing curatorial work, and helping at the 250<sup>th</sup> Birthday/Light up the Lawn Party.

**Robin Gabriel**, Executive Director

**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2922)**

Meeting: 12/19/19 05:30 PM

Department: Public Works

Category: Report

Prepared By: Natrona Simmons

Initiator: Tim Chatman

Sponsors:

DOC ID: 2922

---

**November 2019 Public Works Department Report**





**NOVEMBER 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 D Street, E Street and Alex Alford Drive.
3. Sidewalk and driveway repairs on Front Street.
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**

|                                                                                                                                 | <b>TOTAL</b> |          |
|---------------------------------------------------------------------------------------------------------------------------------|--------------|----------|
| 1. Yard Waste: Leaves, Grass & Straw collected:                                                                                 | 134.99       | Net Tons |
| 2. Brown & White Goods collected:                                                                                               | 118.77       | Net Tons |
| 3. Residential Solid Waste Collection:                                                                                          | 257.85       | Net Tons |
| 4. Recyclables Collected:                                                                                                       | 13.26        | 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 # 2916)**

Meeting: 12/19/19 05:30 PM

Department: Water Utilities

Category: Report

Prepared By: Will Gunter

Initiator: Will Gunter

Sponsors:

DOC ID: 2916

**November 2019 Water Utilities Report**



## Water Treatment Plant

- WTP Filtered Water Total 30.934 MG
- Average Daily Flow Finished Water 1.031 MGD
- King Well 6.201 MG
- Maryville Well 5.890 MG

## Wastewater Treatment Plant

- Influent Flow Total 113.434 MG
- Average Daily Influent Flow 3.781 MGD
- Effluent Flow Total 147.861 MG
- Average Daily Effluent Flow 4.929 MGD
- Rainfall Total 3.40 inches

## Water Distribution

- Completed 75 work orders
- Repaired 28 water leaks
- Replaced 8 water meters
- Completed 100 locates

## Wastewater Collection

- Completed 57 work orders
- Responded to 16 backups
- Routine line cleaning
- Completed 100 locates

## Maintenance

- Completed 19 work orders
- Completed 11 work orders on pump stations throughout City
- Completed 1 work orders for the WWTP
- Completed 2 work orders for the WTP

## Stormwater

- Completed 8 work orders
- Completed 100 locates
- Routine line and ditch cleaning

**Georgetown City Council**

120 North Fraser Street  
Georgetown, SC 29442

**SCHEDULED****MONTHLY REPORT (ID # 2917)**

Meeting: 12/19/19 05:30 PM

Department: Finance

Category: Report

Prepared By: Debra Bivens

Initiator: Debra Bivens

Sponsors:

DOC ID: 2917

---

**November 2019 Finance and IT Departments Report**



## November 2019 Finance and IT Departments Report

### Statistics:

New Business Licenses Issued: Waccamaw Land LLC, Tobacco Center & Foodmart.

### 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.

**Calendar Year End Processing:** We are in the process of completing a required upgrade to The City's software, Tyler/New World Systems. It is necessary to upgrade the system in order to properly process the calendar year end reports.

**Capital Improvement Plan:** Departments are updating their five (5) year capital plan, which are due by December 13<sup>th</sup>.

### Current Procurement Projects:

- City Hall Rebuild Project
- West End Sewer Rehabilitation 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 November 2019.**

| Ref                          | Grantor                                | Program                                                      | Award Amount        | Match Amount      | Expenditures        | Balance           | Award #           | Status |
|------------------------------|----------------------------------------|--------------------------------------------------------------|---------------------|-------------------|---------------------|-------------------|-------------------|--------|
| <b><u>FEDERAL GRANTS</u></b> |                                        |                                                              |                     |                   |                     |                   |                   |        |
| 1                            | SC Department of Commerce              | Ladder Fire Truck                                            | 500,000.00          | 377,987.00        | 877,987.00          | -                 | CDBG #4-CE-16-003 | CLOSED |
| 2                            | Bureau of Justice Assistance           | Bullet Proof Vest Grant 2018 Regular Solicitation            | 2,140.00            | -                 | 1,130.00            | 1,010.00          | -                 |        |
| 3                            | Bureau of Justice Assistance           | Bullet Proof Vest Grant 2019 Regular Solicitation            | 1,193.48            | -                 | -                   | 1,193.48          | -                 |        |
| 4                            | US Department of Agriculture           | Fire Truck                                                   | 50,000.00           | -                 | 50,000.00           | -                 | -                 |        |
| 5                            | US Department of Agriculture           | Generator for Maryville Fire Station                         | 33,000.00           | -                 | 33,000.00           | -                 | -                 |        |
| 6                            | US Department of Agriculture           | Furniture and Equipment for Maryville Fire Station           | 49,900.00           | -                 | 49,900.00           | -                 | -                 |        |
| <b><u>STATE GRANTS</u></b>   |                                        |                                                              |                     |                   |                     |                   |                   |        |
| 7                            | SC DHEC                                | Solid Waste Management                                       | 35,000.00           | -                 | 10,363.66           | 24,636.34         | 22.01SW20         |        |
| 8                            | SC Park, Recreation, & Tourism         | 2020 SCPRT - Kaminski House Restroom Renovations             | 30,000.00           | -                 | -                   | 30,000.00         | -                 |        |
| 9                            | Rural Infrastructure Authority         | Port Tank Rehab Project                                      | 341,438.00          | 158,562.00        | 14,823.73           | 485,176.27        | -                 |        |
| 10                           | SC Parks, Recreation, & Tourism (PARD) | Dog Park, Engineering/Architecture for Bobby Alford Building | 47,824.02           | 11,956.01         | -                   | 59,780.03         | 2020046           | NEW    |
| <b><u>OTHER GRANTS</u></b>   |                                        |                                                              |                     |                   |                     |                   |                   |        |
| 11                           | Palmetto Pride                         | Keep South Carolina Beautiful 2019                           | 1,805.00            | -                 | 1,805.00            | -                 | -                 | CLOSED |
| <b>TOTAL</b>                 |                                        |                                                              | <b>1,092,300.50</b> | <b>548,505.01</b> | <b>1,039,009.39</b> | <b>601,796.12</b> |                   |        |



CITY OF GEORGETOWN  
SALE OF ASSETS - FY 2019/2020

16.J.c

Account #0010-00-391-001

| GovDeal<br>Payment | Govdeal # | Asset ID | Dept.        | Description              | Amount           | Sales Tax     | Total<br>Proceeds | Notations                               |
|--------------------|-----------|----------|--------------|--------------------------|------------------|---------------|-------------------|-----------------------------------------|
|                    |           |          |              | No Activity              | -                | -             | -                 |                                         |
|                    |           |          |              | <b>Total July</b>        | -                | -             | -                 |                                         |
|                    |           |          |              | No Activity              | -                | -             | -                 |                                         |
|                    |           |          |              | <b>Total August</b>      | -                | -             | -                 |                                         |
|                    | 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                                  |
|                    |           |          |              | <b>Total September</b>   | -                | -             | -                 |                                         |
| 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        |
|                    | 571       | -        | Police       | 1998 Ford Crown          | -                | -             | -                 | No bid                                  |
| 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  |
|                    |           |          |              | <b>Total October</b>     | <b>10,526.00</b> | <b>619.56</b> | <b>11,145.56</b>  |                                         |
| 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         |
|                    |           |          |              | <b>Total November</b>    | <b>8,677.00</b>  | <b>-</b>      | <b>8,677.00</b>   |                                         |
| 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      |
|                    |           |          |              | <b>Total December</b>    | <b>150.00</b>    |               | <b>150.00</b>     |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>Total January</b>     |                  |               | -                 |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>Total February</b>    |                  |               | -                 |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>Total March</b>       |                  |               | -                 |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>Total April</b>       |                  |               | -                 |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>Total May</b>         |                  |               | -                 |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>Total June</b>        |                  |               | -                 |                                         |
|                    |           |          |              |                          |                  |               | -                 |                                         |
|                    |           |          |              | <b>TOTAL PER G/L</b>     | <b>19,353.00</b> | <b>619.56</b> | <b>19,972.56</b>  |                                         |

\*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

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                         | Account Description          | Amended Budget        | Current Month Transactions | YTD Encumbrances | YTD Transactions    | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total      |
|---------------------------------|------------------------------|-----------------------|----------------------------|------------------|---------------------|---------------------------|---------------|-----------------------|
| <b>Fund 0010 - General Fund</b> |                              |                       |                            |                  |                     |                           |               |                       |
| <b>REVENUE</b>                  |                              |                       |                            |                  |                     |                           |               |                       |
| Department 00 - Revenue         |                              |                       |                            |                  |                     |                           |               |                       |
| Property Taxes                  |                              |                       |                            |                  |                     |                           |               |                       |
| 311.001                         | Property Taxes - Real        | 3,272,000.00          | 117,521.35                 | .00              | 157,293.91          | 3,114,706.09              | 5             | 2,983,428.00          |
| 311.003                         | Property Taxes - Vehicles    | 272,000.00            | 21,995.23                  | .00              | 96,407.78           | 175,592.22                | 35            | 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> | <b>\$3,576,000.00</b> | <b>\$139,516.58</b>        | <b>\$0.00</b>    | <b>\$253,701.69</b> | <b>\$3,322,298.31</b>     | <b>7%</b>     | <b>\$3,278,578.00</b> |
| Licenses and Permits            |                              |                       |                            |                  |                     |                           |               |                       |
| 321.001                         | Business Licenses            | 2,940,000.00          | 5,074.45                   | .00              | 429,963.93          | 2,510,036.07              | 15            | 2,703,154.00          |
| 321.002                         | Business Lic - Penalties     | 10,000.00             | 413.45                     | .00              | 5,321.11            | 4,678.89                  | 53            | 10,011.00             |
| 322.001                         | Cable TV Franchise           | 100,000.00            | 25,751.93                  | .00              | 30,526.04           | 69,473.96                 | 31            | 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              | 177.00                     | .00              | 3,990.00            | (490.00)                  | 114           | 6,124.00              |
| 323.002                         | Plumbing Permits             | 1,000.00              | 36.00                      | .00              | 679.00              | 321.00                    | 68            | 1,631.00              |
| 323.003                         | Gas Permits                  | 600.00                | 209.00                     | .00              | 329.00              | 271.00                    | 55            | 1,073.00              |
| 323.004                         | Building Permits             | 85,000.00             | 4,561.00                   | .00              | 21,820.00           | 63,180.00                 | 26            | 78,537.00             |
| 323.005                         | Yard Sale Permits            | 50.00                 | 3.00                       | .00              | 18.00               | 32.00                     | 36            | 39.00                 |
| 323.006                         | Mobile Home Permits          | 200.00                | 150.00                     | .00              | 225.00              | (25.00)                   | 112           | 300.00                |
| 323.007                         | Demolition & Clearance       | 1,500.00              | 155.00                     | .00              | 305.00              | 1,195.00                  | 20            | 900.00                |
| 323.008                         | Mechanical Permits           | 7,000.00              | 267.00                     | .00              | 3,569.00            | 3,431.00                  | 51            | 9,653.00              |
| 323.010                         | Bus Lic Inspection Fee       | 1,000.00              | 50.00                      | .00              | 500.00              | 500.00                    | 50            | 925.00                |
| 323.013                         | Burning Permit               | 50.00                 | 50.00                      | .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                | .00                        | .00              | 375.00              | 125.00                    | 75            | 1,425.00              |
| 323.016                         | Permit Not Posted On-Site    | 100.00                | .00                        | .00              | .00                 | 100.00                    | 0             | 75.00                 |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





Fiscal Year to Date 11/30/19

## Exclude Rollup Account

**Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT**



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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         | 781.35                     | .00              | 876.35           | (426.35)                  | 195           | 538.0            |
| <i>Charges for Services Totals</i> |                            | \$146,975.00   | \$940.95                   | \$0.00           | \$2,643.95       | \$144,331.05              | 2%            | \$144,888.0      |
| <i>State Shared</i>                |                            |                |                            |                  |                  |                           |               |                  |
| 311.004                            | Inventory Tax              | 132,978.00     | 33,244.53                  | .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      | 349.61                     | .00              | 1,363.67         | 8,636.33                  | 14            | 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      | 1,750.00                   | .00              | 1,750.00         | 13,250.00                 | 12            | 24,900.0         |
| <i>State Shared Totals</i>         |                            | \$514,978.00   | \$35,344.14                | \$0.00           | \$90,670.31      | \$424,307.69              | 18%           | \$538,071.0      |
| <i>Local Grants</i>                |                            |                |                            |                  |                  |                           |               |                  |
| 332.008                            | Other Local Grants         | 8,000.00       | 7,428.84                   | .00              | 7,428.84         | 571.16                    | 93            | 6,072.0          |
| <i>Local Grants Totals</i>         |                            | \$8,000.00     | \$7,428.84                 | \$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      | 7,787.01                   | .00              | 45,630.20        | 34,369.80                 | 57            | 100,052.0        |
| <i>Investment Earnings Totals</i>  |                            | \$80,000.00    | \$7,787.01                 | \$0.00           | \$45,630.20      | \$34,369.80               | 57%           | \$100,052.0      |
| <i>Miscellaneous</i>               |                            |                |                            |                  |                  |                           |               |                  |
| 362.000                            | Rents and Royalties        | 32,000.00      | 689.07                     | .00              | 4,385.07         | 27,614.93                 | 14            | 15,954.0         |
| 364.001                            | Steel Mill FILOT           | 18,000.00      | .00                        | .00              | .00              | 18,000.00                 | 0             | 13,106.0         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                               | Account Description                    | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---------------------------------------|----------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 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         | .00                        | .00              | .09              | 99.91                     | 0             | 73.9             |
| 369.002                               | Miscellaneous Revenue                  | 10,000.00      | 22,396.86                  | .00              | 42,907.25        | (32,907.25)               | 429           | 106,963.7        |
| 369.003                               | Insurance Proceeds                     | 140,000.00     | 502.60                     | .00              | 56,827.42        | 83,172.58                 | 41            | 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       | 570.00                     | .00              | 1,680.00         | 1,820.00                  | 48            | 3,360.0          |
| <i>Miscellaneous Totals</i>           |                                        | \$220,100.00   | \$24,158.53                | \$0.00           | \$151,382.19     | \$68,717.81               | 69%           | \$1,572,391.7    |
| <i>Operating Transfers In</i>         |                                        |                |                            |                  |                  |                           |               |                  |
| 392.001                               | From Electric Fund                     | 741,054.00     | 61,754.50                  | .00              | 308,772.50       | 432,281.50                | 42            | 749,115.0        |
| 392.002                               | From Water Fund                        | 220,838.00     | 18,403.17                  | .00              | 92,015.85        | 128,822.15                | 42            | 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              | 119,344.15       | 167,081.85                | 42            | 275,121.9        |
| 392.007                               | From Stormwater Fund                   | 156,889.00     | 13,074.08                  | .00              | 65,370.40        | 91,518.60                 | 42            | 133,161.0        |
| 392.009                               | From Hospitality Fund                  | 125,000.00     | 10,416.67                  | .00              | 52,083.35        | 72,916.65                 | 42            | 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           | \$663,699.58     | \$964,543.42              | 41%           | \$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 <b>00 - Revenue Totals</b> |                                        | \$9,668,996.00 | \$391,593.52               | \$0.00           | \$1,843,116.53   | \$7,825,879.47            | 19%           | \$10,500,459.8   |
| <b>REVENUE TOTALS</b>                 |                                        | \$9,668,996.00 | \$391,593.52               | \$0.00           | \$1,843,116.53   | \$7,825,879.47            | 19%           | \$10,500,459.8   |
| <b>EXPENSE</b>                        |                                        |                |                            |                  |                  |                           |               |                  |
| Department <b>01 - Administration</b> |                                        |                |                            |                  |                  |                           |               |                  |
| <i>Personal Services</i>              |                                        |                |                            |                  |                  |                           |               |                  |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



Fiscal Year to Date 11/30/19

## Exclude Rollup Account

**Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT**





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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         | 521.34                     | .00              | 741.62           | (241.62)                  | 148           | 513.9            |
| 660.145                               | Gasoline & Oil                                  | 1,745.00       | 48.59                      | .00              | 215.24           | 1,529.76                  | 12            | 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              | 1,694.60         | 3,805.40                  | 31            | 4,098.0          |
| 685.180                               | Membership Dues and Fees                        | 3,800.00       | .00                        | .00              | 1,543.00         | 2,257.00                  | 41            | 2,812.0          |
| 685.182                               | Other Operating Expenses                        | 3,000.00       | 260.31                     | .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       | 85.86                      | .00              | 434.63           | 815.37                    | 35            | 1,422.0          |
| Other Services & Charges Totals       |                                                 | \$46,955.00    | \$2,982.64                 | \$0.00           | \$18,569.97      | \$28,385.03               | 40%           | \$33,124.0       |
| Other Objects                         |                                                 |                |                            |                  |                  |                           |               |                  |
| 795.001                               | IT Internal Allocations                         | 17,500.00      | 700.61                     | .00              | 6,203.95         | 11,296.05                 | 35            | 28,872.0         |
| 795.995                               | GF Cost Distribution                            | (285,260.00)   | (23,771.66)                | .00              | (118,858.30)     | (166,401.70)              | 42            | (269,099.8       |
| Other Objects Totals                  |                                                 | (\$267,760.00) | (\$23,071.05)              | \$0.00           | (\$112,654.35)   | (\$155,105.65)            | 42%           | (\$240,227.3     |
| Sub Department 02 - Mayor and Council |                                                 |                |                            |                  |                  |                           |               |                  |
| Personal Services                     |                                                 |                |                            |                  |                  |                           |               |                  |
| 400.101                               | Regular Pay                                     | 120,929.00     | 14,198.47                  | .00              | 60,466.81        | 60,462.19                 | 50            | 124,340.0        |
| 405.114                               | FICA                                            | 9,251.00       | 953.06                     | .00              | 4,154.31         | 5,096.69                  | 45            | 7,889.0          |
| 406.116                               | Retirement                                      | 15,486.00      | 1,095.09                   | .00              | 6,687.35         | 8,798.65                  | 43            | 15,093.0         |
| 410.001                               | Health Claims Cost                              | 45,795.00      | 4,290.68                   | .00              | 21,453.40        | 24,341.60                 | 47            | 46,006.0         |
| Personal Services Totals              |                                                 | \$191,461.00   | \$20,537.30                | \$0.00           | \$92,761.87      | \$98,699.13               | 48%           | \$193,330.0      |
| Supplies                              |                                                 |                |                            |                  |                  |                           |               |                  |
| 500.101                               | Supplies and Materials                          | 1,200.00       | .00                        | .00              | 159.52           | 1,040.48                  | 13            | 761.0            |
| 500.102                               | Equipment                                       | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | 1,117.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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             | 105.9            |
|          | <i>Supplies Totals</i>                              | \$2,300.00     | \$0.00                     | \$0.00           | \$159.52         | \$2,140.48                | 7%            | \$1,984.8        |
|          | <i>Other Services &amp; Charges</i>                 |                |                            |                  |                  |                           |               |                  |
| 610.111  | Communications- Landline                            | 700.00         | 46.72                      | .00              | 280.27           | 419.73                    | 40            | 562.4            |
| 610.112  | Postage                                             | 250.00         | 1.60                       | .00              | 47.45            | 202.55                    | 19            | 132.4            |
| 610.1110 | Communications- Wireless                            | 4,500.00       | 387.13                     | .00              | 1,548.42         | 2,951.58                  | 34            | 5,037.2          |
| 620.114  | Advertising                                         | 600.00         | 37.00                      | .00              | 591.26           | 8.74                      | 99            | 772.2            |
| 640.124  | Travel Expense                                      | 15,000.00      | 353.04                     | .00              | 7,178.54         | 7,821.46                  | 48            | 10,328.4         |
| 670.156  | Equipment Rental/Lease                              | 10,000.00      | .00                        | 4,946.00         | 2,473.00         | 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       | 95.36                      | .00              | 261.05           | 2,938.95                  | 8             | 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       | 314.83                     | .00              | 1,593.63         | 1,406.37                  | 53            | 4,874.2          |
|          | <i>Other Services &amp; Charges Totals</i>          | \$45,750.00    | \$1,235.68                 | \$4,946.00       | \$15,292.27      | \$25,511.73               | 44%           | \$38,403.0       |
|          | <i>Other Objects</i>                                |                |                            |                  |                  |                           |               |                  |
| 795.001  | IT Internal Allocations                             | 7,000.00       | 140.12                     | .00              | 1,240.78         | 5,759.22                  | 18            | 10,299.8         |
|          | <i>Other Objects Totals</i>                         | \$7,000.00     | \$140.12                   | \$0.00           | \$1,240.78       | \$5,759.22                | 18%           | \$10,299.8       |
|          | Sub Department <b>02 - Mayor and Council</b> Totals | \$246,511.00   | \$21,913.10                | \$4,946.00       | \$109,454.44     | \$132,110.56              | 46%           | \$244,018.2      |
|          | Department <b>01 - Administration</b> Totals        | \$445,381.00   | \$35,139.22                | \$4,946.00       | \$198,878.98     | \$241,556.02              | 46%           | \$484,498.2      |
|          | Department <b>04 - Finance</b>                      |                |                            |                  |                  |                           |               |                  |
|          | <i>Personal Services</i>                            |                |                            |                  |                  |                           |               |                  |
| 400.101  | Regular Pay                                         | 461,068.00     | 38,638.22                  | .00              | 191,264.95       | 269,803.05                | 41            | 432,856.2        |
| 401.103  | Overtime                                            | 2,000.00       | 523.58                     | .00              | 1,066.79         | 933.21                    | 53            | 1,143.2          |
| 405.114  | FICA                                                | 35,321.00      | 2,811.31                   | .00              | 14,054.82        | 21,266.18                 | 40            | 31,786.2         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 5,575.09                   | .00              | 29,250.41        | 35,964.59                 | 45            | 62,847.00        |
| 408.125                             | SCMIT Worker's Comp Ins. | 4,000.00       | .00                        | .00              | 2,769.76         | 1,230.24                  | 69            | 4,504.00         |
| 410.001                             | Health Claims Cost       | 47,062.00      | 4,395.60                   | .00              | 21,978.00        | 25,084.00                 | 47            | 45,460.00        |
| <i>Personal Services Totals</i>     |                          | \$614,666.00   | \$51,943.80                | \$0.00           | \$260,384.73     | \$354,281.27              | 42%           | \$578,597.00     |
| <i>Supplies</i>                     |                          |                |                            |                  |                  |                           |               |                  |
| 500.101                             | Supplies and Materials   | 8,000.00       | 441.16                     | .00              | 1,884.21         | 6,115.79                  | 24            | 6,476.00         |
| 500.102                             | Equipment                | 1,500.00       | 38.01                      | .00              | 1,950.71         | (450.71)                  | 130           | .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    | \$479.17                   | \$0.00           | \$3,834.92       | \$6,765.08                | 36%           | \$6,476.00       |
| <i>Other Services &amp; Charges</i> |                          |                |                            |                  |                  |                           |               |                  |
| 610.111                             | Communications- Landline | 3,500.00       | 246.30                     | .00              | 1,473.36         | 2,026.64                  | 42            | 2,953.00         |
| 610.112                             | Postage                  | 4,000.00       | 264.50                     | .00              | 1,471.49         | 2,528.51                  | 37            | 6,011.00         |
| 610.1110                            | Communications- Wireless | 2,000.00       | 95.08                      | .00              | 476.60           | 1,523.40                  | 24            | 1,741.00         |
| 620.114                             | Advertising              | 200.00         | .00                        | .00              | .00              | 200.00                    | 0             | .00              |
| 640.124                             | Travel Expense           | 4,200.00       | 105.60                     | .00              | 813.73           | 3,386.27                  | 19            | 447.00           |
| 650.127                             | Electricity              | 4,420.00       | 174.92                     | .00              | 888.17           | 3,531.83                  | 20            | 3,445.00         |
| 650.128                             | Water                    | 526.00         | 27.36                      | .00              | 146.88           | 379.12                    | 28            | 442.00           |
| 650.129                             | Wastewater               | 711.00         | 38.07                      | .00              | 203.38           | 507.62                    | 29            | 602.00           |
| 650.130                             | Sanitation               | 873.00         | 73.06                      | .00              | 365.30           | 507.70                    | 42            | 859.00           |
| 650.133                             | Stormwater               | 599.00         | 48.47                      | .00              | 242.35           | 356.65                    | 40            | 581.00           |
| 650.134                             | Security Lights          | 1,669.00       | 135.00                     | .00              | 675.00           | 994.00                    | 40            | 1,620.00         |
| 650.1271                            | Electricity- Sales Tax   | 216.00         | 7.01                       | .00              | 39.16            | 176.84                    | 18            | 177.00           |
| 670.156                             | Equipment Rental/Lease   | 8,500.00       | 587.88                     | .00              | 3,125.96         | 5,374.04                  | 37            | 8,606.00         |
| 685.180                             | Membership Dues and Fees | 1,200.00       | .00                        | .00              | 395.00           | 805.00                    | 33            | 1,455.00         |
| 685.182                             | Other Operating Expenses | 38,000.00      | .00                        | .00              | 6,237.73         | 31,762.27                 | 16            | 35,505.00        |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 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         | .00                        | .00              | .00              | 500.00                    | 0             | 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       | 286.21                     | .00              | 1,448.76         | 1,551.24                  | 48            | 4,740.00         |
| Other Services & Charges Totals           |                            | \$81,414.00    | \$2,089.46                 | \$0.00           | \$18,667.87      | \$62,746.13               | 23%           | \$71,317.00      |
| Other Objects                             |                            |                |                            |                  |                  |                           |               |                  |
| 795.001                                   | IT Internal Allocations    | 17,500.00      | 840.73                     | .00              | 7,444.73         | 10,055.27                 | 43            | 33,745.00        |
| 795.995                                   | GF Cost Distribution       | (282,670.00)   | (23,555.83)                | .00              | (117,779.15)     | (164,890.85)              | 42            | (295,340.00)     |
| Other Objects Totals                      |                            | (\$265,170.00) | (\$22,715.10)              | \$0.00           | (\$110,334.42)   | (\$154,835.58)            | 42%           | (\$261,595.00)   |
| Department 04 - Finance Totals            |                            | \$441,510.00   | \$31,797.33                | \$0.00           | \$172,553.10     | \$268,956.90              | 39%           | \$394,796.00     |
| Department 05 - Police                    |                            |                |                            |                  |                  |                           |               |                  |
| Sub Department 05 - Police Staff Services |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services                         |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                                   | Regular Pay                | 1,774,022.00   | 154,710.30                 | .00              | 749,849.01       | 1,024,172.99              | 42            | 1,638,766.00     |
| 401.103                                   | Overtime                   | 109,380.00     | 10,069.15                  | .00              | 49,367.09        | 60,012.91                 | 45            | 154,036.00       |
| 401.105                                   | On-call pay                | 5,200.00       | 600.00                     | .00              | 2,200.00         | 3,000.00                  | 42            | 4,500.00         |
| 405.114                                   | FICA                       | 139,937.00     | 11,724.69                  | .00              | 58,020.27        | 81,916.73                 | 41            | 130,030.00       |
| 406.116                                   | Retirement                 | 314,481.00     | 26,403.77                  | .00              | 139,855.50       | 174,625.50                | 44            | 299,317.00       |
| 408.125                                   | SCMIT Worker's Comp Ins.   | 90,000.00      | 939.08                     | .00              | 65,851.77        | 24,148.23                 | 73            | 115,486.00       |
| 410.001                                   | Health Claims Cost         | 246,305.00     | 22,961.28                  | .00              | 110,964.06       | 135,340.94                | 45            | 241,595.00       |
| 410.002                                   | Health Claim Costs-Retire  | 49,914.00      | 7,170.91                   | .00              | 21,512.73        | 28,401.27                 | 43            | 44,818.00        |
| Personal Services Totals                  |                            | \$2,729,239.00 | \$234,579.18               | \$0.00           | \$1,197,620.43   | \$1,531,618.57            | 44%           | \$2,628,551.00   |
| Supplies                                  |                            |                |                            |                  |                  |                           |               |                  |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 1,789.37                   | .00              | 8,252.76         | 24,947.24                 | 25            | 20,696.8         |
| 500.102                             | Equipment                                       | 9,448.00       | .00                        | .00              | 3,471.46         | 5,976.54                  | 37            | 13,054.9         |
| 500.103                             | Furniture                                       | 5,000.00       | .00                        | .00              | .00              | 5,000.00                  | 0             | 2,524.2          |
| 501.101                             | Uniforms and Clothing                           | 32,000.00      | 282.23                     | .00              | 7,650.43         | 24,349.57                 | 24            | 33,460.2         |
| <i>Supplies Totals</i>              |                                                 | \$79,648.00    | \$2,071.60                 | \$0.00           | \$19,374.65      | \$60,273.35               | 24%           | \$69,736.2       |
| <i>Other Services &amp; Charges</i> |                                                 |                |                            |                  |                  |                           |               |                  |
| 610.111                             | Communications- Landline                        | 7,000.00       | 554.11                     | .00              | 3,309.13         | 3,690.87                  | 47            | 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      | 4,716.92                   | 5,141.45         | 22,998.33        | 37,260.22                 | 43            | 64,814.2         |
| 620.114                             | Advertising                                     | 1,500.00       | .00                        | .00              | .00              | 1,500.00                  | 0             | 415.0            |
| 640.124                             | Travel Expense                                  | 15,012.00      | (43.00)                    | .00              | 5,435.99         | 9,576.01                  | 36            | 9,430.2          |
| 650.127                             | Electricity                                     | 29,286.00      | 1,714.40                   | .00              | 12,541.09        | 16,744.91                 | 43            | 27,953.8         |
| 650.128                             | Water                                           | 2,352.00       | 201.49                     | .00              | 968.61           | 1,383.39                  | 41            | 2,372.9          |
| 650.129                             | Wastewater                                      | 2,235.00       | 198.38                     | .00              | 941.66           | 1,293.34                  | 42            | 2,150.8          |
| 650.130                             | Sanitation                                      | 2,255.00       | 182.46                     | .00              | 912.30           | 1,342.70                  | 40            | 2,189.1          |
| 650.133                             | Stormwater                                      | 2,450.00       | 198.20                     | .00              | 991.00           | 1,459.00                  | 40            | 2,378.4          |
| 650.134                             | Security Lights                                 | 3,830.00       | 309.89                     | .00              | 1,549.45         | 2,280.55                  | 40            | 3,718.0          |
| 650.1271                            | Electricity- Sales Tax                          | 1,290.00       | 82.08                      | .00              | 511.34           | 778.66                    | 40            | 1,169.2          |
| 660.133                             | Repairs & Maint. Services                       | 30,350.00      | 1,143.82                   | .00              | 3,488.00         | 26,862.00                 | 11            | 18,839.2         |
| 660.139                             | Fleet Services Labor-RTA Mtce Allocation        | 35,000.00      | 7,057.56                   | .00              | 14,985.01        | 20,014.99                 | 43            | 30,604.0         |
| 660.145                             | Gasoline & Oil                                  | 65,000.00      | 7,364.43                   | .00              | 27,254.27        | 37,745.73                 | 42            | 73,585.2         |
| 660.1391                            | Fleet Services -Departmental Expense Allocation | 34,000.00      | 3,556.18                   | .00              | 17,122.99        | 16,877.01                 | 50            | 37,694.4         |
| 670.156                             | Equipment Rental/Lease                          | 10,500.00      | 423.23                     | .00              | 2,292.73         | 8,207.27                  | 22            | 6,001.0          |
| 682.1721                            | Prisoner Housing                                | 90,000.00      | 3,262.50                   | 10,000.00        | 20,153.10        | 59,846.90                 | 34            | 63,665.0         |
| 685.180                             | Membership Dues and Fees                        | 1,815.00       | 300.00                     | .00              | 890.00           | 925.00                    | 49            | 1,468.2          |
| 685.182                             | Other Operating Expenses                        | 19,701.00      | .00                        | .00              | 1,965.33         | 17,735.67                 | 10            | 6,342.2          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 1,496.92                   | .00              | 1,496.92         | 3,503.08                  | 30            | .0               |
| 685.186                                          | Training                   | 11,895.00      | 225.00                     | .00              | 1,485.00         | 10,410.00                 | 12            | 5,531.0          |
| 685.187                                          | Special Projects           | 13,775.00      | 57.24                      | .00              | 1,383.55         | 12,391.45                 | 10            | 11,926.0         |
| 685.189                                          | Reserve Program            | 2,000.00       | .00                        | .00              | .00              | 2,000.00                  | 0             | .0               |
| 685.1801                                         | Subscriptions              | 7,175.00       | 1,204.38                   | .00              | 2,161.14         | 5,013.86                  | 30            | 5,054.0          |
| 685.1821                                         | Hurricane/Storm Expense    | .00            | 3,325.47                   | .00              | 3,875.43         | (3,875.43)                | +++           | 2,014.0          |
| 685.1861                                         | Law Enforce Accreditation  | 3,500.00       | .00                        | .00              | 2,024.18         | 1,475.82                  | 58            | 1,983.0          |
| 686.186                                          | Legal Services             | 2,000.00       | .00                        | .00              | .00              | 2,000.00                  | 0             | 1,105.0          |
| 686.189                                          | Employee Medical           | 14,550.00      | 555.00                     | .00              | 1,537.45         | 13,012.55                 | 11            | 3,744.0          |
| 686.194                                          | Other Prof/Tech Services   | 75,000.00      | .00                        | 37,500.00        | 37,500.00        | .00                       | 100           | 75,000.0         |
| 686.195                                          | Repair/Maint Svc Contract  | 29,000.00      | 1,302.83                   | .00              | 5,146.33         | 23,853.67                 | 18            | 18,230.0         |
| 686.1895                                         | Employee wellness services | 15,000.00      | 1,001.72                   | .00              | 5,070.64         | 9,929.36                  | 34            | 17,080.0         |
| 687.203                                          | Contract Services          | 19,100.00      | 659.95                     | .00              | 3,299.75         | 15,800.25                 | 17            | 8,251.0          |
| Other Services & Charges Totals                  |                            | \$618,471.00   | \$41,051.16                | \$52,641.45      | \$203,306.30     | \$362,523.25              | 41%           | \$512,316.0      |
| Other Objects                                    |                            |                |                            |                  |                  |                           |               |                  |
| 795.001                                          | IT Internal Allocations    | 50,000.00      | 1,401.21                   | .00              | 12,407.89        | 37,592.11                 | 25            | 60,917.0         |
| 795.010                                          | 911 Expense Billing        | (2,100.00)     | (157.30)                   | .00              | (786.50)         | (1,313.50)                | 37            | (1,992.6         |
| Other Objects Totals                             |                            | \$47,900.00    | \$1,243.91                 | \$0.00           | \$11,621.39      | \$36,278.61               | 24%           | \$58,924.0       |
| Sub Department 05 - Police Staff Services Totals |                            | \$3,475,258.00 | \$278,945.85               | \$52,641.45      | \$1,431,922.77   | \$1,990,693.78            | 43%           | \$3,269,529.0    |
| Sub Department 07 - Victim's Advocate            |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services                                |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                                          | Regular Pay                | 41,075.00      | 3,032.14                   | .00              | 19,250.27        | 21,824.73                 | 47            | 38,623.0         |
| 401.103                                          | Overtime                   | 2,000.00       | (17.18)                    | .00              | 996.98           | 1,003.02                  | 50            | 5,176.0          |
| 405.114                                          | FICA                       | 3,295.00       | 221.17                     | .00              | 1,491.15         | 1,803.85                  | 45            | 2,999.0          |
| 406.116                                          | Retirement                 | 6,822.00       | 425.97                     | .00              | 3,162.23         | 3,659.77                  | 46            | 6,246.0          |
| 408.125                                          | SCMIT Worker's Comp Ins.   | 1,000.00       | .00                        | .00              | 555.74           | 444.26                    | 56            | 1,000.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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              | 2,562.60         | 5,427.40                  | 32            | 7,757.4          |
|          | <i>Personal Services Totals</i>                 | \$62,182.00    | \$4,124.34                 | \$0.00           | \$28,018.97      | \$34,163.03               | 45%           | \$61,804.1       |
|          | <i>Supplies</i>                                 |                |                            |                  |                  |                           |               |                  |
| 500.101  | Supplies and Materials                          | 1,000.00       | 449.43                     | .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     | \$449.43                   | \$0.00           | \$494.39         | \$905.61                  | 35%           | \$718.1          |
|          | <i>Other Services &amp; Charges</i>             |                |                            |                  |                  |                           |               |                  |
| 610.111  | Communications- Landline                        | 180.00         | 11.68                      | .00              | 70.09            | 109.91                    | 39            | 140.0            |
| 610.112  | Postage                                         | 300.00         | .00                        | .00              | .00              | 300.00                    | 0             | .0               |
| 610.1110 | Communications- Wireless                        | 1,300.00       | 98.76                      | 58.03            | 448.69           | 793.28                    | 39            | 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       | 34.48                      | .00              | 329.08           | 1,170.92                  | 22            | 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         | 28.62                      | .00              | 144.87           | 255.13                    | 36            | 443.1            |
|          | <i>Other Services &amp; Charges Totals</i>      | \$11,080.00    | \$173.54                   | \$58.03          | \$1,650.76       | \$9,371.21                | 15%           | \$7,375.1        |
|          | <i>Other Objects</i>                            |                |                            |                  |                  |                           |               |                  |
| 795.001  | IT Internal Allocations                         | 3,500.00       | 140.12                     | .00              | 1,240.78         | 2,259.22                  | 35            | 4,285.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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     | \$140.12                   | \$0.00           | \$1,240.78       | \$2,259.22                | 35%           | \$4,285.00       |
|          | Sub Department <b>07 - Victim's Advocate</b> Totals         | \$78,162.00    | \$4,887.43                 | \$58.03          | \$31,404.90      | \$46,699.07               | 40%           | \$74,183.00      |
|          | Sub Department <b>26 - Grants</b>                           |                |                            |                  |                  |                           |               |                  |
|          | <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         | .00                        | .00              | 1,255.21         | (455.21)                  | 157           | 513.00           |
|          | <i>Supplies Totals</i>                                      | \$4,300.00     | \$0.00                     | \$0.00           | \$1,781.76       | \$2,518.24                | 41%           | \$1,329.00       |
|          | <i>Other Services &amp; Charges</i>                         |                |                            |                  |                  |                           |               |                  |
| 610.1110 | Communications- Wireless                                    | 3,000.00       | 273.54                     | 114.43           | 1,201.40         | 1,684.17                  | 44            | 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       | 218.87                     | .00              | 1,227.52         | 1,572.48                  | 44            | 2,762.00         |
| 660.1391 | Fleet Services -Departmental Expense Allocation             | 1,000.00       | 61.17                      | .00              | 503.76           | 496.24                    | 50            | 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 &amp; Charges Totals</i>                  | \$16,500.00    | \$553.58                   | \$114.43         | \$3,693.30       | \$12,692.27               | 23%           | \$9,996.00       |
|          | Sub Department <b>26 - Grants</b> Totals                    | \$20,800.00    | \$553.58                   | \$114.43         | \$5,475.06       | \$15,210.51               | 27%           | \$11,326.00      |
|          | Department <b>05 - Police</b> Totals                        | \$3,574,220.00 | \$284,386.86               | \$52,813.91      | \$1,468,802.73   | \$2,052,603.36            | 43%           | \$3,355,039.00   |
|          | Department <b>09 - Planning &amp; Community Development</b> |                |                            |                  |                  |                           |               |                  |
|          | <i>Personal Services</i>                                    |                |                            |                  |                  |                           |               |                  |
| 400.101  | Regular Pay                                                 | 380,065.00     | 32,043.92                  | .00              | 158,025.76       | 222,039.24                | 42            | 312,689.00       |
| 401.103  | Overtime                                                    | 3,000.00       | 341.81                     | .00              | 1,159.36         | 1,840.64                  | 39            | 2,414.00         |
| 405.114  | FICA                                                        | 29,295.00      | 2,260.47                   | .00              | 11,353.87        | 17,941.13                 | 39            | 22,758.00        |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





Fiscal Year to Date 11/30/19

## Exclude Rollup Account

[illegible]

**Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT**



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 543.43                     | .00              | 3,307.89         | 4,192.11                  | 44            | 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       | .00                        | .00              | 1,975.54         | 7,831.46                  | 20            | 5,194.00         |
| 685.192                                                 | KGB Operations             | 7,000.00       | 88.39                      | .00              | 1,835.32         | 5,164.68                  | 26            | 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                        | .00              | .00              | 79,500.00                 | 0             | 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       | 143.10                     | .00              | 724.37           | 1,275.63                  | 36            | 2,571.00         |
| Other Services & Charges Totals                         |                            | \$138,317.00   | \$2,043.74                 | \$0.00           | \$17,283.79      | \$121,033.21              | 12%           | \$63,870.00      |
| Other Objects                                           |                            |                |                            |                  |                  |                           |               |                  |
| 795.001                                                 | IT Internal Allocations    | 20,000.00      | 700.61                     | .00              | 6,203.95         | 13,796.05                 | 31            | 21,436.00        |
| Other Objects Totals                                    |                            | \$20,000.00    | \$700.61                   | \$0.00           | \$6,203.95       | \$13,796.05               | 31%           | \$21,436.00      |
| Department 09 - Planning & Community Development Totals |                            | \$673,919.00   | \$47,622.84                | \$0.00           | \$248,918.61     | \$425,000.39              | 37%           | \$532,746.00     |
| Department 10 - Municipal Court                         |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services                                       |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                                                 | Regular Pay                | 125,013.00     | 11,672.17                  | .00              | 55,857.87        | 69,155.13                 | 45            | 120,475.00       |
| 401.103                                                 | Overtime                   | 5,160.00       | 331.05                     | .00              | 1,968.22         | 3,191.78                  | 38            | 4,602.00         |
| 401.105                                                 | On-call pay                | 5,356.00       | 600.00                     | .00              | 2,200.00         | 3,156.00                  | 41            | 5,200.00         |
| 405.114                                                 | FICA                       | 10,368.00      | 938.75                     | .00              | 4,425.00         | 5,943.00                  | 43            | 9,573.00         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 1,790.29                   | .00              | 9,048.27         | 9,649.73                  | 48            | 18,496.0         |
| 408.125                             | SCMIT Worker's Comp Ins.                        | 2,200.00       | .00                        | .00              | 1,366.20         | 833.80                    | 62            | 2,460.0          |
| 410.001                             | Health Claims Cost                              | 18,581.00      | 1,629.98                   | .00              | 8,149.90         | 10,431.10                 | 44            | 18,045.0         |
| <i>Personal Services Totals</i>     |                                                 | \$185,376.00   | \$16,962.24                | \$0.00           | \$83,015.46      | \$102,360.54              | 45%           | \$178,854.0      |
| <i>Supplies</i>                     |                                                 |                |                            |                  |                  |                           |               |                  |
| 500.101                             | Supplies and Materials                          | 4,000.00       | 304.54                     | .00              | 963.87           | 3,036.13                  | 24            | 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     | \$304.54                   | \$0.00           | \$4,560.54       | \$3,439.46                | 57%           | \$2,890.0        |
| <i>Other Services &amp; Charges</i> |                                                 |                |                            |                  |                  |                           |               |                  |
| 610.111                             | Communications- Landline                        | 550.00         | 35.04                      | .00              | 210.23           | 339.77                    | 38            | 421.0            |
| 610.112                             | Postage                                         | 3,500.00       | 315.35                     | .00              | 1,173.40         | 2,326.60                  | 34            | 2,481.0          |
| 610.1110                            | Communications- Wireless                        | 350.00         | 26.82                      | .00              | 107.20           | 242.80                    | 31            | 350.0            |
| 620.114                             | Advertising                                     | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | .0               |
| 640.124                             | Travel Expense                                  | 1,550.00       | .00                        | .00              | 690.45           | 859.55                    | 45            | 614.0            |
| 650.127                             | Electricity                                     | 5,446.00       | 318.81                     | .00              | 2,332.12         | 3,113.88                  | 43            | 5,198.0          |
| 650.128                             | Water                                           | 359.00         | 30.73                      | .00              | 147.69           | 211.31                    | 41            | 486.0            |
| 650.129                             | Wastewater                                      | 341.00         | 30.25                      | .00              | 143.57           | 197.43                    | 42            | 327.0            |
| 650.130                             | Sanitation                                      | 120.00         | 9.67                       | .00              | 48.35            | 71.65                     | 40            | 116.0            |
| 650.133                             | Stormwater                                      | 215.00         | 17.39                      | .00              | 86.95            | 128.05                    | 40            | 208.0            |
| 650.134                             | Security Lights                                 | 457.00         | 38.11                      | .00              | 190.55           | 266.45                    | 42            | 457.0            |
| 650.1271                            | Electricity- Sales Tax                          | 240.00         | 15.26                      | .00              | 95.09            | 144.91                    | 40            | 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       | 124.33                     | .00              | 124.33           | 1,075.67                  | 10            | 703.0            |
| 660.145                             | Gasoline & Oil                                  | 639.00         | 83.49                      | .00              | 289.16           | 349.84                    | 45            | 700.0            |
| 660.1391                            | Fleet Services -Departmental Expense Allocation | 1,200.00       | 96.25                      | .00              | 123.75           | 1,076.25                  | 10            | 192.0            |
| 670.156                             | Equipment Rental/Lease                          | 2,400.00       | 361.63                     | .00              | 709.88           | 1,690.12                  | 30            | 1,930.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 1,650.00                   | 11,000.00        | 10,650.00        | 150.00                    | 99            | 20,569.0         |
| 686.195                                | Repair/Maint Svc Contract  | 2,000.00       | .00                        | .00              | 226.74           | 1,773.26                  | 11            | 784.9            |
| 686.1895                               | Employee wellness services | 1,000.00       | 85.86                      | .00              | 434.63           | 565.37                    | 43            | 1,469.0          |
| Other Services & Charges Totals        |                            | \$53,137.00    | \$3,238.99                 | \$11,000.00      | \$19,717.71      | \$22,419.29               | 58%           | \$53,790.0       |
| Other Objects                          |                            |                |                            |                  |                  |                           |               |                  |
| 795.001                                | IT Internal Allocations    | 24,000.00      | 700.61                     | .00              | 6,203.95         | 17,796.05                 | 26            | 23,445.0         |
| Other Objects Totals                   |                            | \$24,000.00    | \$700.61                   | \$0.00           | \$6,203.95       | \$17,796.05               | 26%           | \$23,445.0       |
| Department 10 - Municipal Court Totals |                            | \$270,513.00   | \$21,206.38                | \$11,000.00      | \$113,497.66     | \$146,015.34              | 46%           | \$258,980.4      |
| Department 11 - Fire                   |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services                      |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                                | Regular Pay                | 1,378,815.00   | 113,494.70                 | .00              | 553,027.66       | 825,787.34                | 40            | 1,279,328.0      |
| 401.103                                | Overtime                   | 44,500.00      | 15,260.17                  | .00              | 83,228.65        | (38,728.65)               | 187           | 155,865.0        |
| 402.111                                | Volunteer Employees        | 7,000.00       | .00                        | .00              | 765.00           | 6,235.00                  | 11            | 3,915.0          |
| 405.114                                | FICA                       | 110,964.00     | 9,326.77                   | .00              | 45,215.96        | 65,748.04                 | 41            | 101,107.4        |
| 406.116                                | Retirement                 | 253,462.00     | 22,377.88                  | .00              | 112,841.50       | 140,620.50                | 45            | 243,560.0        |
| 408.125                                | SCMIT Worker's Comp Ins.   | 50,000.00      | 487.37                     | .00              | 35,553.95        | 14,446.05                 | 71            | 75,252.0         |
| 410.001                                | Health Claims Cost         | 260,733.00     | 22,755.76                  | .00              | 111,427.44       | 149,305.56                | 43            | 250,046.0        |
| 410.002                                | Health Claim Costs-Retire  | 42,204.00      | 8,074.99                   | .00              | 24,541.35        | 17,662.65                 | 58            | 35,833.0         |
| Personal Services Totals               |                            | \$2,147,678.00 | \$191,777.64               | \$0.00           | \$966,601.51     | \$1,181,076.49            | 45%           | \$2,144,909.0    |
| Supplies                               |                            |                |                            |                  |                  |                           |               |                  |
| 500.101                                | Supplies and Materials     | 18,000.00      | 1,442.67                   | .00              | 8,495.54         | 9,504.46                  | 47            | 21,086.0         |
| 500.102                                | Equipment                  | 32,600.00      | .00                        | 2,023.88         | 6,329.31         | 24,246.81                 | 26            | 33,505.0         |
| 500.103                                | Furniture                  | 5,484.00       | .00                        | .00              | 3,766.79         | 1,717.21                  | 69            | 2,172.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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                            | 500.00         | .00                        | .00              | 98.45            | 401.55                    | 20            | .0               |
| 500.107                  | Technology Supplies                             | 4,000.00       | .00                        | .00              | 2,436.06         | 1,563.94                  | 61            | 3,934.0          |
| 501.101                  | Uniforms and Clothing                           | 28,900.00      | 992.64                     | .00              | 7,345.52         | 21,554.48                 | 25            | 20,249.0         |
| 515.121                  | Safety Supplies                                 | 5,000.00       | .00                        | .00              | 679.61           | 4,320.39                  | 14            | 4,758.0          |
| 515.128                  | Medical Supplies                                | 14,000.00      | 951.60                     | .00              | 4,018.98         | 9,981.02                  | 29            | 11,905.0         |
| 531.140                  | Haz Mat Supplies/Equipmnt                       | 10,000.00      | 131.44                     | .00              | 4,255.62         | 5,744.38                  | 43            | 11,213.0         |
| Supplies Totals          |                                                 | \$118,484.00   | \$3,518.35                 | \$2,023.88       | \$37,425.88      | \$79,034.24               | 33%           | \$108,827.0      |
| Other Services & Charges |                                                 |                |                            |                  |                  |                           |               |                  |
| 610.111                  | Communications- Landline                        | 6,500.00       | 543.33                     | .00              | 3,233.60         | 3,266.40                  | 50            | 6,379.0          |
| 610.112                  | Postage                                         | 500.00         | 36.92                      | .00              | 212.06           | 287.94                    | 42            | 1,101.0          |
| 610.1110                 | Communications- Wireless                        | 30,000.00      | 2,581.06                   | 13,094.36        | 12,193.66        | 4,711.98                  | 84            | 34,432.0         |
| 620.114                  | Advertising                                     | 750.00         | .00                        | .00              | .00              | 750.00                    | 0             | .0               |
| 630.121                  | Fire Prevention Materials                       | 11,945.00      | .00                        | .00              | 2,827.58         | 9,117.42                  | 24            | 9,545.0          |
| 640.124                  | Travel Expense                                  | 5,192.00       | 121.00                     | .00              | 4,232.25         | 959.75                    | 82            | 4,068.0          |
| 650.127                  | Electricity                                     | 23,850.00      | 1,210.47                   | .00              | 5,201.33         | 18,648.67                 | 22            | 10,690.0         |
| 650.128                  | Water                                           | 4,720.00       | 441.42                     | .00              | 1,362.76         | 3,357.24                  | 29            | 4,293.0          |
| 650.129                  | Wastewater                                      | 2,435.00       | 188.18                     | .00              | 987.96           | 1,447.04                  | 41            | 2,302.0          |
| 650.130                  | Sanitation                                      | 973.00         | 116.80                     | .00              | 431.84           | 541.16                    | 44            | 945.0            |
| 650.133                  | Stormwater                                      | 1,435.00       | 116.10                     | .00              | 580.50           | 854.50                    | 40            | 1,393.0          |
| 650.134                  | Security Lights                                 | 1,866.00       | 151.00                     | .00              | 755.00           | 1,111.00                  | 40            | 1,812.0          |
| 650.1271                 | Electricity- Sales Tax                          | 1,430.00       | 29.56                      | .00              | 171.04           | 1,258.96                  | 12            | 183.0            |
| 660.103                  | Emergency Preparedness                          | 2,500.00       | .00                        | .00              | .00              | 2,500.00                  | 0             | 5,138.0          |
| 660.133                  | Repairs & Maint. Services                       | 15,000.00      | 440.73                     | .00              | 21,766.51        | (6,766.51)                | 145           | 29,573.0         |
| 660.139                  | Fleet Services Labor-RTA Mtce Allocation        | 26,000.00      | 663.52                     | .00              | 21,828.31        | 4,171.69                  | 84            | 37,644.0         |
| 660.145                  | Gasoline & Oil                                  | 27,346.00      | 2,769.22                   | .00              | 9,862.34         | 17,483.66                 | 36            | 30,112.0         |
| 660.1391                 | Fleet Services -Departmental Expense Allocation | 15,000.00      | 1,696.11                   | .00              | 6,365.42         | 8,634.58                  | 42            | 14,200.0         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 343.95                     | .00              | 1,667.04         | 4,832.96                  | 26            | 4,428.00         |
| 682.169                         | Laundry & Linen            | 2,000.00       | 74.52                      | .00              | 321.25           | 1,678.75                  | 16            | 901.00           |
| 685.180                         | Membership Dues and Fees   | 2,218.00       | .00                        | .00              | 175.00           | 2,043.00                  | 8             | 1,978.00         |
| 685.182                         | Other Operating Expenses   | 3,000.00       | 227.82                     | .00              | 1,244.59         | 1,755.41                  | 41            | 5,923.00         |
| 685.184                         | Continuing Education       | 5,000.00       | .00                        | .00              | .00              | 5,000.00                  | 0             | .00              |
| 685.186                         | Training                   | 21,009.00      | 1,136.00                   | .00              | 5,122.89         | 15,886.11                 | 24            | 19,169.00        |
| 685.1801                        | Subscriptions              | 14,868.00      | 1,545.00                   | .00              | 8,020.50         | 6,847.50                  | 54            | 5,790.00         |
| 685.1821                        | Hurricane/Storm Expense    | .00            | 627.13                     | .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      | .00                        | .00              | 8,925.22         | 4,574.78                  | 66            | 10,232.00        |
| 686.195                         | Repair/Maint Svc Contract  | 56,802.00      | 10,506.45                  | .00              | 21,644.99        | 35,157.01                 | 38            | 63,624.00        |
| 686.1895                        | Employee wellness services | 9,500.00       | 858.62                     | .00              | 4,346.26         | 5,153.74                  | 46            | 13,958.00        |
| Other Services & Charges Totals |                            | \$331,839.00   | \$26,424.91                | \$13,094.36      | \$165,875.93     | \$152,868.71              | 54%           | \$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      | 840.73                     | .00              | 7,444.73         | 22,555.27                 | 25            | 33,745.00        |
| Other Objects Totals            |                            | \$30,000.00    | \$840.73                   | \$0.00           | \$7,444.73       | \$22,555.27               | 25%           | \$35,745.00      |
| Department 11 - Fire Totals     |                            | \$2,628,001.00 | \$222,561.63               | \$15,118.24      | \$1,177,348.05   | \$1,435,534.71            | 45%           | \$2,639,204.00   |
| Department 12 - Public Works    |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services               |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                         | Regular Pay                | 513,319.00     | 26,984.41                  | .00              | 183,072.12       | 330,246.88                | 36            | 464,373.00       |
| 401.103                         | Overtime                   | 18,000.00      | 647.59                     | .00              | 5,859.59         | 12,140.41                 | 33            | 17,219.00        |
| 405.114                         | FICA                       | 39,581.00      | 2,036.88                   | .00              | 13,447.27        | 26,133.73                 | 34            | 34,181.00        |
| 406.116                         | Retirement                 | 71,334.00      | 4,123.15                   | .00              | 28,028.28        | 43,305.72                 | 39            | 68,592.00        |
| 408.125                         | SCMIT Worker's Comp Ins.   | 23,000.00      | .00                        | .00              | 15,607.04        | 7,392.96                  | 68            | 28,136.00        |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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     | 6,885.78                   | .00              | 40,255.34        | 60,950.66                 | 40            | 97,722.9         |
| 410.002                             | Health Claim Costs-Retire | 45,016.00      | 8,341.82                   | .00              | 21,282.50        | 23,733.50                 | 47            | 34,004.2         |
| <i>Personal Services Totals</i>     |                           | \$811,456.00   | \$49,019.63                | \$0.00           | \$307,552.14     | \$503,903.86              | 38%           | \$744,231.0      |
| <i>Supplies</i>                     |                           |                |                            |                  |                  |                           |               |                  |
| 500.101                             | Supplies and Materials    | 18,000.00      | 1,372.42                   | .00              | 7,860.34         | 10,139.66                 | 44            | 14,966.2         |
| 500.102                             | Equipment                 | 11,000.00      | .00                        | .00              | 996.17           | 10,003.83                 | 9             | 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       | 849.20                     | .00              | 1,181.08         | 318.92                    | 79            | 2,495.0          |
| 501.101                             | Uniforms and Clothing     | 20,000.00      | 2,216.38                   | .00              | 8,489.64         | 11,510.36                 | 42            | 16,858.2         |
| 513.112                             | Asphalt/Concrete/Gravel   | 15,000.00      | 615.00                     | .00              | 786.19           | 14,213.81                 | 5             | 10,074.9         |
| 515.121                             | Safety Supplies           | 5,000.00       | 406.47                     | .00              | 601.65           | 4,398.35                  | 12            | 4,355.2          |
| <i>Supplies Totals</i>              |                           | \$73,000.00    | \$5,459.47                 | \$0.00           | \$21,187.07      | \$51,812.93               | 29%           | \$60,266.0       |
| <i>Other Services &amp; Charges</i> |                           |                |                            |                  |                  |                           |               |                  |
| 610.111                             | Communications- Landline  | 3,500.00       | 302.85                     | .00              | 1,798.58         | 1,701.42                  | 51            | 3,530.4          |
| 610.112                             | Postage                   | 100.00         | .00                        | .00              | 31.85            | 68.15                     | 32            | 41.8             |
| 610.1110                            | Communications- Wireless  | 5,000.00       | 287.80                     | .00              | 1,150.44         | 3,849.56                  | 23            | 4,446.0          |
| 620.114                             | Advertising               | 750.00         | 74.00                      | .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       | 184.12                     | .00              | 584.65           | 621.35                    | 48            | 1,153.0          |
| 650.128                             | Water                     | 441.00         | 37.17                      | .00              | 190.53           | 250.47                    | 43            | 427.1            |
| 650.129                             | Wastewater                | 581.00         | 49.06                      | .00              | 251.00           | 330.00                    | 43            | 564.0            |
| 650.130                             | Sanitation                | 470.00         | .00                        | .00              | 152.16           | 317.84                    | 32            | 456.4            |
| 650.133                             | Stormwater                | 430.00         | 34.87                      | .00              | 174.35           | 255.65                    | 41            | 418.4            |
| 650.134                             | Security Lights           | 551.00         | 44.54                      | .00              | 222.70           | 328.30                    | 40            | 534.4            |
| 650.1271                            | Electricity- Sales Tax    | 4.00           | .42                        | .00              | 2.13             | 1.87                      | 53            | 1.8              |
| 660.133                             | Repairs & Maint. Services | 10,000.00      | 220.71                     | .00              | 3,700.46         | 6,299.54                  | 37            | 16,791.0         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 1,707.26                   | .00              | 12,592.93        | 9,407.07                  | 57            | 16,171.1         |
| 660.145                                | Gasoline & Oil                                  | 20,948.00      | 1,512.87                   | .00              | 7,680.39         | 13,267.61                 | 37            | 23,294.1         |
| 660.1391                               | Fleet Services -Departmental Expense Allocation | 32,000.00      | 3,262.58                   | .00              | 16,677.64        | 15,322.36                 | 52            | 38,309.1         |
| 663.142                                | Street Sign Maintenance                         | 5,000.00       | 508.69                     | .00              | 1,469.83         | 3,530.17                  | 29            | 3,963.1          |
| 663.148                                | Maintenance of Parks                            | 20,000.00      | 1,019.29                   | .00              | 3,702.67         | 16,297.33                 | 19            | 17,992.0         |
| 670.156                                | Equipment Rental/Lease                          | 3,000.00       | 278.91                     | .00              | 2,044.51         | 955.49                    | 68            | 3,144.4          |
| 685.180                                | Membership Dues and Fees                        | 750.00         | .00                        | .00              | 268.00           | 482.00                    | 36            | 452.1            |
| 685.182                                | Other Operating Expenses                        | 3,000.00       | .00                        | .00              | 916.18           | 2,083.82                  | 31            | 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                     | 6,332.70         | 1,999.80         | (3,332.50)                | 167           | 7,383.1          |
| 686.189                                | Employee Medical                                | 1,000.00       | .00                        | .00              | 228.25           | 771.75                    | 23            | 197.0            |
| 686.195                                | Repair/Maint Svc Contract                       | 8,500.00       | 698.05                     | 940.50           | 3,088.83         | 4,470.67                  | 47            | 6,325.1          |
| 686.1895                               | Employee wellness services                      | 3,505.00       | 400.69                     | .00              | 2,028.26         | 1,476.74                  | 58            | 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                     | 1,720.83         | 1,229.20         | 49.97                     | 98            | .0               |
| Other Services & Charges Totals        |                                                 | \$164,736.00   | \$11,369.67                | \$8,994.03       | \$64,965.03      | \$90,776.94               | 45%           | \$174,559.1      |
| Other Objects                          |                                                 |                |                            |                  |                  |                           |               |                  |
| 700.105                                | Matched Expenses                                | .00            | .00                        | .00              | .00              | .00                       | +++           | 2,000.0          |
| 795.001                                | IT Internal Allocations                         | 4,000.00       | 140.12                     | .00              | 1,240.78         | 2,759.22                  | 31            | 5,295.0          |
| Other Objects Totals                   |                                                 | \$4,000.00     | \$140.12                   | \$0.00           | \$1,240.78       | \$2,759.22                | 31%           | \$7,295.0        |
| Department 12 - Public Works Totals    |                                                 | \$1,053,192.00 | \$65,988.89                | \$8,994.03       | \$394,945.02     | \$649,252.95              | 38%           | \$986,352.0      |
| Department 13 - Information Technology |                                                 |                |                            |                  |                  |                           |               |                  |
| Personal Services                      |                                                 |                |                            |                  |                  |                           |               |                  |
| 400.101                                | Regular Pay                                     | 81,440.00      | 6,773.35                   | .00              | 33,826.57        | 47,613.43                 | 42            | 76,905.1         |
| 405.114                                | FICA                                            | 6,230.00       | 487.67                     | .00              | 2,475.96         | 3,754.04                  | 40            | 5,657.1          |

Attachment: Budget Performance Report - November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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               | 11,561.00      | 991.49                     | .00              | 5,196.29         | 6,364.71                  | 45            | 11,174.7         |
| 408.125                  | SCMIT Worker's Comp Ins. | 725.00         | .00                        | .00              | 555.74           | 169.26                    | 77            | 1,000.9          |
| 410.001                  | Health Claims Cost       | 8,041.00       | 704.24                     | .00              | 3,521.20         | 4,519.80                  | 44            | 7,806.8          |
| Personal Services Totals |                          | \$107,997.00   | \$8,956.75                 | \$0.00           | \$45,575.76      | \$62,421.24               | 42%           | \$102,545.4      |
| Supplies                 |                          |                |                            |                  |                  |                           |               |                  |
| 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               |
| Supplies Totals          |                          | \$14,500.00    | \$0.00                     | \$0.00           | \$1,151.56       | \$13,348.44               | 8%            | \$8,299.7        |
| Other Services & Charges |                          |                |                            |                  |                  |                           |               |                  |
| 610.111                  | Communications- Landline | 600.00         | 35.04                      | .00              | 210.23           | 389.77                    | 35            | 421.8            |
| 610.112                  | Postage                  | 50.00          | .00                        | .00              | .00              | 50.00                     | 0             | .0               |
| 610.1110                 | Communications- Wireless | 800.00         | 50.04                      | .00              | 200.06           | 599.94                    | 25            | 723.7            |
| 640.124                  | Travel Expense           | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | 144.7            |
| 650.127                  | Electricity              | 1,473.00       | 58.31                      | .00              | 296.06           | 1,176.94                  | 20            | 1,148.9          |
| 650.128                  | Water                    | 175.00         | 9.11                       | .00              | 48.91            | 126.09                    | 28            | 147.4            |
| 650.129                  | Wastewater               | 237.00         | 12.69                      | .00              | 67.78            | 169.22                    | 29            | 200.8            |
| 650.130                  | Sanitation               | 290.00         | 24.34                      | .00              | 121.70           | 168.30                    | 42            | 286.7            |
| 650.133                  | Stormwater               | 920.00         | 99.94                      | .00              | 499.70           | 420.30                    | 54            | 1,055.0          |
| 650.134                  | Security Lights          | 540.00         | 45.00                      | .00              | 225.00           | 315.00                    | 42            | 540.0            |
| 650.1271                 | Electricity- Sales Tax   | 72.00          | 2.34                       | .00              | 13.06            | 58.94                     | 18            | 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            | 2,560.00                   | .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     | 2,445.30                   | 806.38           | 80,530.57        | 104,003.05                | 44            | 191,501.0        |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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         | 28.62         | .00          | 144.87         | 155.13         | 48      | 443.7          |
|          | <i>Other Services &amp; Charges Totals</i>           | \$207,847.00   | \$5,370.73    | \$806.38     | \$87,833.94    | \$119,206.68   | 43%     | \$202,586.7    |
|          | <i>Other Objects</i>                                 |                |               |              |                |                |         |                |
| 795.001  | IT Internal Allocations                              | (357,070.00)   | (13,451.62)   | .00          | (119,115.69)   | (237,954.31)   | 33      | (311,483.6     |
|          | <i>Other Objects Totals</i>                          | (\$357,070.00) | (\$13,451.62) | \$0.00       | (\$119,115.69) | (\$237,954.31) | 33%     | (\$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     |
|          | <b>Department 13 - Information Technology Totals</b> | \$474.00       | \$875.86      | \$4,682.38   | \$15,445.57    | (\$19,653.95)  | 4246%   | \$18,636.7     |
|          | <b>Department 14 - Fleet Services</b>                |                |               |              |                |                |         |                |
|          | <i>Personal Services</i>                             |                |               |              |                |                |         |                |
| 400.101  | Regular Pay                                          | 127,203.00     | 10,794.19     | .00          | 55,732.61      | 71,470.39      | 44      | 123,366.4      |
| 401.103  | Overtime                                             | 1,000.00       | .00           | .00          | 74.85          | 925.15         | 7       | 9.7            |
| 405.114  | FICA                                                 | 9,732.00       | 746.32        | .00          | 3,977.98       | 5,754.02       | 41      | 8,798.7        |
| 406.116  | Retirement                                           | 17,918.00      | 1,521.99      | .00          | 8,479.33       | 9,438.67       | 47      | 17,800.4       |
| 408.125  | SCMIT Worker's Comp Ins.                             | 7,000.00       | .00           | .00          | 3,890.18       | 3,109.82       | 56      | 7,006.4        |
| 410.001  | Health Claims Cost                                   | 21,993.00      | 2,066.96      | .00          | 10,334.80      | 11,658.20      | 47      | 21,352.0       |
| 410.002  | Health Claim Costs-Retire                            | 14,377.00      | 2,099.42      | .00          | 6,669.44       | 7,707.56       | 46      | 9,503.0        |
|          | <i>Personal Services Totals</i>                      | \$199,223.00   | \$17,228.88   | \$0.00       | \$89,159.19    | \$110,063.81   | 45%     | \$187,836.9    |
|          | <i>Supplies</i>                                      |                |               |              |                |                |         |                |
| 500.101  | Supplies and Materials                               | 9,000.00       | 206.50        | .00          | 2,369.18       | 6,630.82       | 26      | 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: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 462.44                     | .00              | 1,981.19         | 2,818.81                  | 41            | 5,088.9          |
| 515.121                  | Safety Supplies                                 | 1,600.00       | .00                        | .00              | .00              | 1,600.00                  | 0             | 133.0            |
| Supplies Totals          |                                                 | \$17,900.00    | \$668.94                   | \$0.00           | \$5,950.44       | \$11,949.56               | 33%           | \$14,374.0       |
| Other Services & Charges |                                                 |                |                            |                  |                  |                           |               |                  |
| 610.111                  | Communications- Landline                        | 1,500.00       | 146.87                     | .00              | 768.67           | 731.33                    | 51            | 1,360.9          |
| 610.112                  | Postage                                         | 100.00         | .00                        | .00              | .00              | 100.00                    | 0             | .0               |
| 610.1110                 | Communications- Wireless                        | 600.00         | 45.04                      | .00              | 181.51           | 418.49                    | 30            | 619.0            |
| 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      | 959.75                     | .00              | 4,557.14         | 7,206.86                  | 39            | 11,130.0         |
| 650.128                  | Water                                           | 440.00         | 37.16                      | .00              | 190.44           | 249.56                    | 43            | 427.0            |
| 650.129                  | Wastewater                                      | 581.00         | 49.04                      | .00              | 250.90           | 330.10                    | 43            | 563.0            |
| 650.130                  | Sanitation                                      | 456.00         | 36.90                      | .00              | 184.50           | 271.50                    | 40            | 442.0            |
| 650.133                  | Stormwater                                      | 784.00         | 63.41                      | .00              | 317.05           | 466.95                    | 40            | 760.0            |
| 650.134                  | Security Lights                                 | 526.00         | 42.57                      | .00              | 212.85           | 313.15                    | 40            | 510.0            |
| 650.1271                 | Electricity- Sales Tax                          | 611.00         | 41.86                      | .00              | 207.87           | 403.13                    | 34            | 537.0            |
| 660.139                  | Fleet Services Labor-RTA Mtce Allocation        | 1,000.00       | .00                        | .00              | 652.23           | 347.77                    | 65            | 609.0            |
| 660.145                  | Gasoline & Oil                                  | 1,770.00       | 185.30                     | .00              | 622.37           | 1,147.63                  | 35            | 2,118.0          |
| 660.1391                 | Fleet Services -Departmental Expense Allocation | 800.00         | .00                        | .00              | 207.35           | 592.65                    | 26            | 371.0            |
| 662.140                  | Building Repairs                                | 1,000.00       | 23.95                      | .00              | 23.95            | 976.05                    | 2             | 7,021.0          |
| 685.182                  | Other Operating Expenses                        | 500.00         | 97.52                      | .00              | 97.52            | 402.48                    | 20            | 285.0            |
| 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                       | +++           | 44.0             |
| 686.189                  | Employee Medical                                | 200.00         | .00                        | .00              | .00              | 200.00                    | 0             | 92.0             |
| 686.195                  | Repair/Maint Svc Contract                       | 6,850.00       | 57.00                      | 342.00           | 4,488.00         | 2,020.00                  | 71            | 6,293.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 57.24                      | .00              | 289.76           | 710.24                    | 29            | 1,204.00         |
|          | <i>Other Services &amp; Charges Totals</i>   | \$31,732.00    | \$1,843.61                 | \$342.00         | \$13,252.11      | \$18,137.89               | 43%           | \$34,421.00      |
|          | <i>Other Objects</i>                         |                |                            |                  |                  |                           |               |                  |
| 735.122  | Services Billed                              | (245,496.00)   | (21,359.02)                | .00              | (110,047.67)     | (135,448.33)              | 45            | (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) | (\$21,359.02)              | \$0.00           | (\$110,047.67)   | (\$133,448.33)            | 45%           | (\$234,756.10)   |
|          | Department <b>14 - Fleet Services</b> Totals | \$5,359.00     | (\$1,617.59)               | \$342.00         | (\$1,685.93)     | \$6,702.93                | -25%          | \$1,876.00       |
|          | Department <b>20 - General Government</b>    |                |                            |                  |                  |                           |               |                  |
|          | <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      | 10,158.07                  | .00              | 19,667.68        | (6,505.68)                | 149           | 41,941.00        |
|          | <i>Personal Services Totals</i>              | \$13,662.00    | \$10,158.07                | \$0.00           | \$127,973.00     | (\$114,311.00)            | 937%          | \$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       | 150.67                     | .00              | 764.20           | 1,435.80                  | 35            | 1,049.00         |
|          | <i>Supplies Totals</i>                       | \$3,200.00     | \$150.67                   | \$0.00           | \$764.20         | \$2,435.80                | 24%           | \$1,049.00       |
|          | <i>Other Services &amp; Charges</i>          |                |                            |                  |                  |                           |               |                  |
| 600.110  | SCMIRF Property/Liab Ins                     | 275,000.00     | .00                        | 15,311.82        | 149,956.68       | 109,731.50                | 60            | 300,702.00       |
| 600.112  | Survivors Health Ins                         | 6,000.00       | 2,076.12                   | .00              | 6,299.44         | (299.44)                  | 105           | 6,044.00         |
| 600.1051 | Employee Wellness &Safety                    | 20,700.00      | 545.00                     | .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              | 328.55           | 483.45                    | 40            | 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: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                                   | Account Description                   | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|-------------------------------------------|---------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 685.181                                   | City Hall Demolition/Rebuild Expenses | 125,000.00     | 42,140.46                  | 384,372.29       | 68,527.71        | (327,900.00)              | 362           | 100,725.00       |
| 685.182                                   | Other Operating Expenses              | 7,250.00       | 4,945.51                   | .00              | 12,743.55        | (5,493.55)                | 176           | 154,268.00       |
| 685.1821                                  | Hurricane/Storm Expense               | .00            | .00                        | .00              | .00              | .00                       | +++           | 3,312.00         |
| 685.1822                                  | City Hall - Temporary Locations       | 103,824.00     | 8,652.00                   | .00              | 43,260.00        | 60,564.00                 | 42            | .00              |
| 686.186                                   | Legal Services                        | 60,000.00      | .00                        | 33,015.50        | 23,149.57        | 3,834.93                  | 94            | 69,993.00        |
| 686.187                                   | Professional Services                 | 9,000.00       | .00                        | .00              | 6,026.17         | 2,973.83                  | 67            | 22,170.00        |
| 686.192                                   | Elections                             | 9,000.00       | .00                        | .00              | 343.18           | 8,656.82                  | 4             | 7,770.00         |
| 686.194                                   | Other Prof/Tech Services              | 2,000.00       | .00                        | .00              | .00              | 2,000.00                  | 0             | 5,000.00         |
| 686.195                                   | Repair/Maint Svc Contract             | 5,860.00       | 125.03                     | .00              | 519.15           | 5,340.85                  | 9             | 1,362.00         |
| 686.199                                   | Internal Engineering                  | 35,000.00      | 2,860.39                   | .00              | 16,387.71        | 18,612.29                 | 47            | 33,618.00        |
| 686.1871                                  | Audit Services                        | 36,000.00      | .00                        | .00              | .00              | 36,000.00                 | 0             | 38,600.00        |
| 686.1895                                  | Employee wellness services            | 2,500.00       | .00                        | .00              | .00              | 2,500.00                  | 0             | 2,339.00         |
| 687.204                                   | Janitorial Services                   | 8,200.00       | 688.32                     | 4,818.47         | 3,441.60         | (60.07)                   | 101           | .00              |
| Other Services & Charges Totals           |                                       | \$719,446.00   | \$62,098.54                | \$437,518.08     | \$335,488.91     | (\$53,560.99)             | 107%          | \$780,260.00     |
| Other Objects                             |                                       |                |                            |                  |                  |                           |               |                  |
| 720.002                                   | Unclaimed funds to the State          | .00            | .00                        | .00              | .00              | .00                       | +++           | 2,552.00         |
| 795.995                                   | GF Cost Distribution                  | (291,240.00)   | (24,270.00)                | .00              | (121,350.00)     | (169,890.00)              | 42            | (263,130.00)     |
| Other Objects Totals                      |                                       | (\$291,240.00) | (\$24,270.00)              | \$0.00           | (\$121,350.00)   | (\$169,890.00)            | 42%           | (\$260,577.00)   |
| Department 20 - General Government Totals |                                       | \$445,068.00   | \$48,137.28                | \$437,518.08     | \$342,876.11     | (\$335,326.19)            | 175%          | \$562,674.00     |
| EXPENSE TOTALS                            |                                       | \$9,537,637.00 | \$756,098.70               | \$535,414.64     | \$4,131,579.90   | \$4,870,642.46            | 49%           | \$9,234,804.00   |
| Fund 0010 - General Fund Totals           |                                       |                |                            |                  |                  |                           |               |                  |
| REVENUE TOTALS                            |                                       | 9,668,996.00   | 391,593.52                 | .00              | 1,843,116.53     | 7,825,879.47              | 19%           | 10,500,459.00    |
| EXPENSE TOTALS                            |                                       | 9,537,637.00   | 756,098.70                 | 535,414.64       | 4,131,579.90     | 4,870,642.46              | 49%           | 9,234,804.00     |
| Fund 0010 - General Fund Totals           |                                       | \$131,359.00   | (\$364,505.18)             | (\$535,414.64)   | (\$2,288,463.37) | \$2,955,237.01            |               | \$1,265,655.00   |
| Fund 0011 - Debt Service                  |                                       |                |                            |                  |                  |                           |               |                  |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                                          | Account Description                        | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--------------------------------------------------|--------------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| <b>REVENUE</b>                                   |                                            |                |                            |                  |                  |                           |               |                  |
|                                                  | Department <b>00 - Revenue</b>             |                |                            |                  |                  |                           |               |                  |
|                                                  | <i>Property Taxes</i>                      |                |                            |                  |                  |                           |               |                  |
| 311.002                                          | Property Taxes -Debt Mill                  | 261,360.00     | .00                        | .00              | 4,853.45         | 256,506.55                | 2%            | 137,802.00       |
|                                                  | <i>Property Taxes Totals</i>               | \$261,360.00   | \$0.00                     | \$0.00           | \$4,853.45       | \$256,506.55              | 2%            | \$137,802.00     |
|                                                  | Department <b>00 - Revenue Totals</b>      | \$261,360.00   | \$0.00                     | \$0.00           | \$4,853.45       | \$256,506.55              | 2%            | \$137,802.00     |
|                                                  | <b>REVENUE TOTALS</b>                      | \$261,360.00   | \$0.00                     | \$0.00           | \$4,853.45       | \$256,506.55              | 2%            | \$137,802.00     |
| <b>EXPENSE</b>                                   |                                            |                |                            |                  |                  |                           |               |                  |
|                                                  | Department <b>21 - Debt Service</b>        |                |                            |                  |                  |                           |               |                  |
|                                                  | <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 <b>21 - Debt Service Totals</b> | \$261,360.00   | \$0.00                     | \$0.00           | \$0.00           | \$261,360.00              | 0%            | \$0.00           |
|                                                  | <b>EXPENSE TOTALS</b>                      | \$261,360.00   | \$0.00                     | \$0.00           | \$0.00           | \$261,360.00              | 0%            | \$0.00           |
| Fund <b>0011 - Debt Service Totals</b>           |                                            |                |                            |                  |                  |                           |               |                  |
|                                                  | <b>REVENUE TOTALS</b>                      | 261,360.00     | .00                        | .00              | 4,853.45         | 256,506.55                | 2%            | 137,802.00       |
|                                                  | <b>EXPENSE TOTALS</b>                      | 261,360.00     | .00                        | .00              | .00              | 261,360.00                | 0%            | .00              |
|                                                  | Fund <b>0011 - Debt Service Totals</b>     | \$0.00         | \$0.00                     | \$0.00           | \$4,853.45       | (\$4,853.45)              |               | \$137,802.00     |
| Fund <b>0012 - Capital Projects Reserve Fund</b> |                                            |                |                            |                  |                  |                           |               |                  |
| <b>REVENUE</b>                                   |                                            |                |                            |                  |                  |                           |               |                  |
|                                                  | Department <b>00 - Revenue</b>             |                |                            |                  |                  |                           |               |                  |
|                                                  | <i>Operating Transfers In</i>              |                |                            |                  |                  |                           |               |                  |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account  | Account Description                            | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|----------|------------------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 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 <b>00 - Revenue</b> Totals          | \$586,000.00   | \$0.00                     | \$0.00           | \$0.00           | \$586,000.00              | 0%            | \$0.0            |
|          | <b>REVENUE TOTALS</b>                          | \$586,000.00   | \$0.00                     | \$0.00           | \$0.00           | \$586,000.00              | 0%            | \$0.0            |
|          | <b>EXPENSE</b>                                 |                |                            |                  |                  |                           |               |                  |
|          | Department <b>00 - Revenue</b>                 |                |                            |                  |                  |                           |               |                  |
|          | <i>Other Services &amp; Charges</i>            |                |                            |                  |                  |                           |               |                  |
| 686.1911 | Grants                                         | .00            | .00                        | .00              | (6,911.00)       | 6,911.00                  | +++           | (471,089.0       |
|          | <i>Other Services &amp; Charges Totals</i>     | \$0.00         | \$0.00                     | \$0.00           | (\$6,911.00)     | \$6,911.00                | +++           | (\$471,089.0     |
|          | Department <b>00 - Revenue</b> Totals          | \$0.00         | \$0.00                     | \$0.00           | (\$6,911.00)     | \$6,911.00                | +++           | (\$471,089.0     |
|          | Department <b>26 - Special Projects</b>        |                |                            |                  |                  |                           |               |                  |
|          | <i>Capital Outlay</i>                          |                |                            |                  |                  |                           |               |                  |
| 900.903  | Sidewalk Program                               | 100,000.00     | .00                        | 30,917.00        | .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                        | .00              | .00              | 108,000.00                | 0             | 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                        | .00              | .00              | 18,000.00                 | 0             | 31,586.0         |
| 900.4100 | Vehicles                                       | 60,000.00      | .00                        | .00              | .00              | 60,000.00                 | 0             | 205,215.0        |
| 900.4300 | Other Equipment                                | 139,500.00     | .00                        | 112,572.00       | .00              | 26,928.00                 | 81            | 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   | \$0.00                     | \$136,578.00     | \$9,506.00       | \$439,916.00              | 25%           | \$1,461,437.0    |
|          | Department <b>26 - Special Projects</b> Totals | \$586,000.00   | \$0.00                     | \$136,578.00     | \$9,506.00       | \$439,916.00              | 25%           | \$1,461,437.0    |
|          | <b>EXPENSE TOTALS</b>                          | \$586,000.00   | \$0.00                     | \$136,578.00     | \$2,595.00       | \$446,827.00              | 24%           | \$990,348.0      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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     | .00                        | 136,578.00       | 2,595.00         | 446,827.00                | 24%           | 990,348.00       |
| Fund 0012 - Capital Projects Reserve Fund Totals |                                       | \$0.00         | \$0.00                     | (\$136,578.00)   | (\$2,595.00)     | \$139,173.00              |               | (\$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            | 154,628.00       |
|                                                  | State Shared Totals                   | \$140,000.00   | \$0.00                     | \$0.00           | \$47,266.53      | \$92,733.47               | 34%           | \$154,628.00     |
|                                                  | Investment Earnings                   |                |                            |                  |                  |                           |               |                  |
| 361.001                                          | Investment Earnings                   | 1,500.00       | .00                        | .00              | 559.15           | 940.85                    | 37            | 2,645.00         |
|                                                  | Investment Earnings Totals            | \$1,500.00     | \$0.00                     | \$0.00           | \$559.15         | \$940.85                  | 37%           | \$2,645.00       |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 00 - Revenue Totals                  |                           | \$141,500.00   | \$0.00                     | \$0.00           | \$47,825.68      | \$93,674.32               | 34%           | \$157,273.11     |
| REVENUE TOTALS                                  |                           | \$141,500.00   | \$0.00                     | \$0.00           | \$47,825.68      | \$93,674.32               | 34%           | \$157,273.11     |
| EXPENSE                                         |                           |                |                            |                  |                  |                           |               |                  |
| Department 33 - State Accommodations Tax        |                           |                |                            |                  |                  |                           |               |                  |
| Other Services & Charges                        |                           |                |                            |                  |                  |                           |               |                  |
| 620.114                                         | Advertising               | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | 58.1             |
| 683.173                                         | Tourism Related           | 75,000.00      | .00                        | .00              | 3,725.00         | 71,275.00                 | 5             | 67,203.1         |
| 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   | \$0.00                     | \$0.00           | \$10,404.96      | \$95,095.04               | 10%           | \$106,150.1      |
| 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   | \$0.00                     | \$0.00           | \$36,518.29      | \$104,981.71              | 26%           | \$137,631.1      |
| EXPENSE TOTALS                                  |                           | \$141,500.00   | \$0.00                     | \$0.00           | \$36,518.29      | \$104,981.71              | 26%           | \$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     | .00                        | .00              | 36,518.29        | 104,981.71                | 26%           | 137,631.1        |
| Fund 0020 - State Accommodations Tax Totals     |                           | \$0.00         | \$0.00                     | \$0.00           | \$11,307.39      | (\$11,307.39)             |               | \$19,642.1       |
| Fund 0022 - Local Hospitality/ATax              |                           |                |                            |                  |                  |                           |               |                  |
| REVENUE                                         |                           |                |                            |                  |                  |                           |               |                  |
| Department 00 - Revenue                         |                           |                |                            |                  |                  |                           |               |                  |
| Fees                                            |                           |                |                            |                  |                  |                           |               |                  |
| 324.001                                         | Hospitality Fee           | 710,000.00     | 53,985.70                  | .00              | 319,021.33       | 390,978.67                | 45            | 728,385.4        |
| 324.002                                         | Accommodation Fees        | 220,000.00     | 19,298.71                  | .00              | 108,021.23       | 111,978.77                | 49            | 237,710.1        |
| Fees Totals                                     |                           | \$930,000.00   | \$73,284.41                | \$0.00           | \$427,042.56     | \$502,957.44              | 46%           | \$966,096.1      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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>                             |                |                            |                  |                  |                           |               |                  |
| 332.015  | 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 <b>00 - Revenue Totals</b>           | \$1,141,647.00 | \$73,284.41                | \$0.00           | \$467,866.25     | \$673,780.75              | 41%           | \$1,131,260.00   |
|          | <b>REVENUE TOTALS</b>                           | \$1,141,647.00 | \$73,284.41                | \$0.00           | \$467,866.25     | \$673,780.75              | 41%           | \$1,131,260.00   |
|          | <b>EXPENSE</b>                                  |                |                            |                  |                  |                           |               |                  |
|          | Department <b>08 - Winyah Auditorium</b>        |                |                            |                  |                  |                           |               |                  |
|          | <i>Other Services &amp; Charges</i>             |                |                            |                  |                  |                           |               |                  |
| 650.127  | Electricity                                     | 3,105.00       | 291.47                     | .00              | 4,668.29         | (1,563.29)                | 150           | 4,690.00         |
|          | <i>Other Services &amp; Charges Totals</i>      | \$3,105.00     | \$291.47                   | \$0.00           | \$4,668.29       | (\$1,563.29)              | 150%          | \$4,690.00       |
|          | Department <b>08 - Winyah Auditorium Totals</b> | \$3,105.00     | \$291.47                   | \$0.00           | \$4,668.29       | (\$1,563.29)              | 150%          | \$4,690.00       |
|          | Department <b>23 - Old Hospitality Fees</b>     |                |                            |                  |                  |                           |               |                  |
|          | <i>Other Services &amp; Charges</i>             |                |                            |                  |                  |                           |               |                  |
| 620.114  | Advertising                                     | 200.00         | .00                        | .00              | .00              | 200.00                    | 0             | .00              |
| 620.1141 | Advertising- Other                              | 500.00         | 74.00                      | .00              | 190.00           | 310.00                    | 38            | .00              |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account  | Account Description                                | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|----------|----------------------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 685.182  | Other Operating Expenses                           | 2,500.00       | .00                        | .00              | .00              | 2,500.00                  | 0             | 630.00           |
|          | <i>Other Services &amp; Charges Totals</i>         | \$3,200.00     | \$74.00                    | \$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              | 52,083.35        | 72,916.65                 | 42            | 108,000.00       |
|          | <i>Other Objects Totals</i>                        | \$125,000.00   | \$10,416.67                | \$0.00           | \$52,083.35      | \$72,916.65               | 42%           | \$108,000.00     |
|          | <i>Capital Outlay</i>                              |                |                            |                  |                  |                           |               |                  |
| 900.905  | Park Improvements                                  | 75,000.00      | .00                        | 32,461.75        | .00              | 42,538.25                 | 43            | 69,773.00        |
|          | <i>Capital Outlay Totals</i>                       | \$75,000.00    | \$0.00                     | \$32,461.75      | \$0.00           | \$42,538.25               | 43%           | \$69,773.00      |
|          | Department <b>23 - Old Hospitality Fees Totals</b> | \$203,200.00   | \$10,490.67                | \$32,461.75      | \$52,273.35      | \$118,464.90              | 42%           | \$178,404.00     |
|          | Department <b>24 - New Hospitality Fees</b>        |                |                            |                  |                  |                           |               |                  |
|          | <i>Personal Services</i>                           |                |                            |                  |                  |                           |               |                  |
| 400.101  | Regular Pay                                        | 33,000.00      | 3,235.40                   | .00              | 15,866.64        | 17,133.36                 | 48            | 34,077.00        |
| 401.103  | Overtime                                           | 1,500.00       | 137.75                     | .00              | 304.71           | 1,195.29                  | 20            | 1,353.00         |
| 405.114  | FICA                                               | 2,500.00       | 239.38                     | .00              | 1,177.98         | 1,322.02                  | 47            | 2,589.00         |
| 406.116  | Retirement                                         | 4,500.00       | 594.63                     | .00              | 2,894.79         | 1,605.21                  | 64            | 6,078.00         |
| 410.001  | Health Claims Cost                                 | 3,291.00       | 290.50                     | .00              | 1,452.50         | 1,838.50                  | 44            | 3,195.00         |
|          | <i>Personal Services Totals</i>                    | \$44,791.00    | \$4,497.66                 | \$0.00           | \$21,696.62      | \$23,094.38               | 48%           | \$47,294.00      |
|          | <i>Other Services &amp; Charges</i>                |                |                            |                  |                  |                           |               |                  |
| 620.1141 | Advertising- Other                                 | 500.00         | 74.00                      | .00              | 132.00           | 368.00                    | 26            | 116.00           |
| 683.174  | Tourism Advertise/Promote                          | 198,750.00     | 12,746.43                  | .00              | 73,446.81        | 125,303.19                | 37            | 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      | 804.50                     | 4,617.00         | 19,171.83        | (4,488.83)                | 123           | 26,145.00        |
| 685.187  | Special Projects                                   | 369,200.00     | 1,500.00                   | 48,435.29        | 61,825.06        | 258,939.65                | 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      | .00                        | 6,650.00         | 5,289.00         | (139.00)                  | 101           | 12,787.00        |
| 687.198  | Donations & Promotions                             | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | 500.00           |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account  | Account Description                                | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|----------|----------------------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 687.204  | Janitorial Services                                | 32,900.00      | 3,082.52                   | 19,617.72        | 14,292.60        | (1,010.32)                | 103           | .0               |
|          | <i>Other Services &amp; Charges Totals</i>         | \$685,450.00   | \$18,207.45                | \$79,320.01      | \$174,528.30     | \$431,601.69              | 37%           | \$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 <b>24 - New Hospitality Fees Totals</b> | \$748,241.00   | \$22,705.11                | \$79,320.01      | \$196,224.92     | \$472,696.07              | 37%           | \$503,034.0      |
|          | Department <b>29 - Kaminski House</b>              |                |                            |                  |                  |                           |               |                  |
|          | <i>Other Services &amp; 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       | 179.89                     | .00              | 903.87           | 1,334.13                  | 40            | 2,168.0          |
| 650.133  | Stormwater                                         | 1,268.00       | 113.40                     | .00              | 567.00           | 701.00                    | 45            | 1,285.0          |
| 650.1271 | Electricity- Sales Tax                             | 95.00          | 6.31                       | .00              | 34.88            | 60.12                     | 37            | 90.0             |
| 685.182  | Other Operating Expenses                           | .00            | .00                        | .00              | .00              | .00                       | +++           | 43.0             |
| 687.203  | Contract Services                                  | 170,000.00     | .00                        | .00              | 75,000.00        | 95,000.00                 | 44            | 170,000.0        |
|          | <i>Other Services &amp; Charges Totals</i>         | \$187,101.00   | \$299.60                   | \$0.00           | \$76,505.75      | \$110,595.25              | 41%           | \$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 <b>29 - Kaminski House Totals</b>       | \$187,101.00   | \$299.60                   | \$0.00           | \$76,505.75      | \$110,595.25              | 41%           | \$193,587.0      |
|          | <b>EXPENSE TOTALS</b>                              | \$1,141,647.00 | \$33,786.85                | \$111,781.76     | \$329,672.31     | \$700,192.93              | 39%           | \$879,716.0      |
|          |                                                    |                |                            |                  |                  |                           |               |                  |
|          | Fund <b>0022 - Local Hospitality/ATax Totals</b>   |                |                            |                  |                  |                           |               |                  |
|          | <b>REVENUE TOTALS</b>                              | 1,141,647.00   | 73,284.41                  | .00              | 467,866.25       | 673,780.75                | 41%           | 1,131,260.0      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                                   | Account Description                    | Amended Budget  | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|-------------------------------------------|----------------------------------------|-----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| <b>EXPENSE TOTALS</b>                     |                                        | 1,141,647.00    | 33,786.85                  | 111,781.76       | 329,672.31       | 700,192.93                | 39%           | 879,716.00       |
| Fund 0022 - Local Hospitality/ATax Totals |                                        | \$0.00          | \$39,497.56                | (\$111,781.76)   | \$138,193.94     | (\$26,412.18)             |               | \$251,544.00     |
| Fund 0030 - Electric Utility Fund         |                                        |                 |                            |                  |                  |                           |               |                  |
| <b>REVENUE</b>                            |                                        |                 |                            |                  |                  |                           |               |                  |
| Department 00 - Revenue                   |                                        |                 |                            |                  |                  |                           |               |                  |
| Operating Revenues                        |                                        |                 |                            |                  |                  |                           |               |                  |
| 301.000                                   | Sale Of Utilities                      | 12,600,000.00   | 861,246.74                 | .00              | 5,135,159.45     | 7,464,840.55              | 41            | 11,216,091.00    |
| 301.002                                   | New Turn Ons                           | 5,000.00        | 300.00                     | .00              | 1,600.00         | 3,400.00                  | 32            | 3,985.00         |
| 301.004                                   | Security Lights                        | 250,000.00      | 22,962.00                  | .00              | 117,416.00       | 132,584.00                | 47            | 283,046.00       |
| 301.012                                   | Restores                               | 60,000.00       | 6,330.00                   | .00              | 26,115.00        | 33,885.00                 | 44            | 71,124.00        |
| 302.001                                   | Penalties                              | 125,000.00      | 8,699.55                   | .00              | 56,275.00        | 68,725.00                 | 45            | 124,554.00       |
| 302.002                                   | Pole Rental                            | 200,000.00      | 5,739.22                   | .00              | 28,696.10        | 171,303.90                | 14            | 193,866.00       |
| 302.003                                   | Fiber Rental                           | 25,000.00       | 4,000.00                   | .00              | 10,000.00        | 15,000.00                 | 40            | 24,000.00        |
| Operating Revenues Totals                 |                                        | \$13,265,000.00 | \$909,277.51               | \$0.00           | \$5,375,261.55   | \$7,889,738.45            | 41%           | \$11,916,669.00  |
| Federal Grants                            |                                        |                 |                            |                  |                  |                           |               |                  |
| 335.004                                   | Fema Recovery                          | 25,000.00       | .00                        | .00              | 15,257.98        | 9,742.02                  | 61            | 55,258.00        |
| Federal Grants Totals                     |                                        | \$25,000.00     | \$0.00                     | \$0.00           | \$15,257.98      | \$9,742.02                | 61%           | \$55,258.00      |
| Investment Earnings                       |                                        |                 |                            |                  |                  |                           |               |                  |
| 306.001                                   | Investment Earnings                    | 70,000.00       | 7,970.14                   | .00              | 45,822.38        | 24,177.62                 | 65            | 120,690.00       |
| Investment Earnings Totals                |                                        | \$70,000.00     | \$7,970.14                 | \$0.00           | \$45,822.38      | \$24,177.62               | 65%           | \$120,690.00     |
| Miscellaneous                             |                                        |                 |                            |                  |                  |                           |               |                  |
| 301.001                                   | Revenue from Energu Efficiency Program | 55,000.00       | 7,055.84                   | .00              | 30,134.37        | 24,865.63                 | 55            | 78,443.00        |
| 307.002                                   | Sale Of Scrap                          | 500.00          | .00                        | .00              | .00              | 500.00                    | 0             | .00              |
| 368.100                                   | Retirement System Reimbursement Credit | .00             | .00                        | .00              | 5,805.71         | (5,805.71)                | +++           | .00              |
| 369.002                                   | Miscellaneous Revenue                  | 5,000.00        | .00                        | .00              | 710.00           | 4,290.00                  | 14            | 21,528.00        |
| Miscellaneous Totals                      |                                        | \$60,500.00     | \$7,055.84                 | \$0.00           | \$36,650.08      | \$23,849.92               | 61%           | \$99,972.00      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 <b>00 - Revenue</b> Totals | \$12,523,073.00 | \$924,303.49               | \$0.00           | \$5,472,991.99   | \$7,050,081.01            | 44%           | \$12,193,190.00  |
|         | <b>REVENUE TOTALS</b>                 | \$12,523,073.00 | \$924,303.49               | \$0.00           | \$5,472,991.99   | \$7,050,081.01            | 44%           | \$12,193,190.00  |
|         | <b>EXPENSE</b>                        |                 |                            |                  |                  |                           |               |                  |
|         | Department <b>19 - Electric</b>       |                 |                            |                  |                  |                           |               |                  |
|         | <i>Personal Services</i>              |                 |                            |                  |                  |                           |               |                  |
| 400.101 | Regular Pay                           | 643,935.00      | 62,337.95                  | .00              | 312,701.79       | 331,233.21                | 49            | 602,142.00       |
| 401.103 | Overtime                              | 10,000.00       | 314.19                     | .00              | 5,748.85         | 4,251.15                  | 57            | 4,352.00         |
| 401.105 | On-call pay                           | 10,400.00       | 1,200.00                   | .00              | 4,400.00         | 6,000.00                  | 42            | 10,400.00        |
| 401.106 | Contract Labor                        | 500,000.00      | 52,044.69                  | 131,149.86       | 193,850.14       | 175,000.00                | 65            | 587,815.00       |
| 405.114 | FICA                                  | 50,748.00       | 4,584.44                   | .00              | 23,602.75        | 27,145.25                 | 47            | 44,687.00        |
| 406.116 | Retirement                            | 93,905.00       | 9,152.97                   | .00              | 49,271.37        | 44,633.63                 | 52            | 89,457.00        |
| 408.125 | SCMIT Worker's Comp Ins.              | 60,000.00       | 132.81                     | .00              | 38,826.23        | 21,173.77                 | 65            | 71,198.00        |
| 410.001 | Health Claims Cost                    | 92,717.00       | 8,426.66                   | .00              | 40,746.58        | 51,970.42                 | 44            | 88,429.00        |
| 410.002 | Health Claim Costs-Retire             | 40,615.00       | 5,852.37                   | .00              | 16,846.75        | 23,768.25                 | 41            | 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  | \$144,046.08               | \$131,149.86     | \$685,994.46     | \$699,175.68              | 54%           | \$1,514,590.00   |
|         | <i>Supplies</i>                       |                 |                            |                  |                  |                           |               |                  |
| 500.101 | Supplies and Materials                | 26,300.00       | 358.48                     | .00              | 4,494.32         | 21,805.68                 | 17            | 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: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT







# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account  | Account Description                             | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|----------|-------------------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 650.130  | Sanitation                                      | 2,085.00       | 168.66                     | .00              | 843.30           | 1,241.70                  | 40            | 2,023.9          |
| 650.133  | Stormwater                                      | 1,521.00       | 123.02                     | .00              | 615.10           | 905.90                    | 40            | 1,476.2          |
| 650.134  | Security Lights                                 | 10,494.00      | 849.00                     | .00              | 4,245.00         | 6,249.00                  | 40            | 10,188.0         |
| 650.1271 | Electricity- Sales Tax                          | 4,230.00       | 159.98                     | .00              | 678.81           | 3,551.19                  | 16            | 3,847.2          |
| 660.133  | Repairs & Maint. Services                       | 8,000.00       | 122.73                     | .00              | 1,859.82         | 6,140.18                  | 23            | 2,703.0          |
| 660.139  | Fleet Services Labor-RTA Mtce Allocation        | 16,000.00      | 685.40                     | .00              | 6,609.38         | 9,390.62                  | 41            | 42,047.2         |
| 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      | 2,189.41                   | .00              | 9,324.32         | 11,775.68                 | 44            | 21,343.0         |
| 660.1391 | Fleet Services -Departmental Expense Allocation | 20,500.00      | 1,882.43                   | .00              | 18,787.66        | 1,712.34                  | 92            | 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      | 516.74                     | .00              | 8,793.88         | 1,206.12                  | 88            | .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       | 808.51                     | .00              | 808.51           | 691.49                    | 54            | .0               |
| 670.156  | Equipment Rental/Lease                          | 3,800.00       | 218.30                     | .00              | 1,324.43         | 2,475.57                  | 35            | 2,537.4          |
| 670.157  | Equipment Lease                                 | .00            | 3.60                       | .00              | 3.60             | (3.60)                    | +++           | 65.8             |
| 682.170  | Infrared Test                                   | 800.00         | .00                        | .00              | .00              | 800.00                    | 0             | 590.0            |
| 682.171  | Safety Testing/Compliance                       | 3,500.00       | 498.64                     | .00              | 1,410.84         | 2,089.16                  | 40            | 295.2            |
| 682.172  | Ground Maint. Expenses                          | 1,000.00       | .00                        | .00              | 8.50             | 991.50                    | 1             | .0               |
| 682.173  | Tree Crew Maintenance                           | 15,500.00      | 950.96                     | .00              | 4,269.02         | 11,230.98                 | 28            | 11,014.8         |
| 685.180  | Membership Dues and Fees                        | 18,015.00      | .00                        | .00              | 9,745.20         | 8,269.80                  | 54            | 16,502.0         |
| 685.182  | Other Operating Expenses                        | 2,000.00       | 28.97                      | .00              | 8,437.93         | (6,437.93)                | 422           | 28,219.2         |
| 685.183  | Depreciation                                    | 530,700.00     | 59,288.84                  | .00              | 296,331.50       | 234,368.50                | 56            | 520,600.8        |
| 685.186  | Training                                        | 16,200.00      | 1,972.00                   | .00              | 6,893.00         | 9,307.00                  | 43            | 8,471.0          |
| 685.190  | Landfill Fees                                   | 5,000.00       | 216.00                     | .00              | 5,566.25         | (566.25)                  | 111           | 7,418.2          |
| 685.1801 | Subscriptions                                   | 40.00          | .00                        | .00              | .00              | 40.00                     | 0             | .0               |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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            | 83.75                      | .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      | 590.63                     | 6,332.70         | 2,453.20         | 2,914.10                  | 75            | 14,556.2         |
| 686.188                         | Architect/Engineer Servcs  | 33,000.00      | .00                        | .00              | 24,835.32        | 8,164.68                  | 75            | 39,955.9         |
| 686.189                         | Employee Medical           | 700.00         | .00                        | .00              | 37.30            | 662.70                    | 5             | 531.0            |
| 686.190                         | Consulting Services        | .00            | .00                        | .00              | .00              | .00                       | +++           | 32,838.0         |
| 686.191                         | Contract Services/Studies  | 3,600.00       | .00                        | .00              | 190.16           | 3,409.84                  | 5             | 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      | 1,887.95                   | .00              | 6,771.26         | 14,228.74                 | 32            | 24,518.4         |
| 686.199                         | Internal Engineering       | 18,000.00      | 1,430.20                   | .00              | 8,193.87         | 9,806.13                  | 46            | 16,809.2         |
| 686.1895                        | Employee wellness services | 6,000.00       | 400.69                     | .00              | 2,028.26         | 3,971.74                  | 34            | 6,933.2          |
| 687.202                         | Utility Billing Services   | 40,000.00      | 5,693.08                   | 2,627.49         | 26,360.84        | 11,011.67                 | 72            | 36,393.2         |
| 687.204                         | Janitorial Services        | 2,500.00       | 196.67                     | 1,376.67         | 983.35           | 139.98                    | 94            | .0               |
| Other Services & Charges Totals |                            | \$1,325,296.00 | \$85,085.19                | \$10,336.86      | \$686,953.70     | \$628,005.44              | 53%           | \$1,322,154.2    |
| Other Objects                   |                            |                |                            |                  |                  |                           |               |                  |
| 702.105                         | Interest on Bonds          | 106,065.00     | 8,924.67                   | .00              | 44,623.35        | 61,441.65                 | 42            | 118,207.8        |
| 702.110                         | Bond Principal             | 564,084.00     | 46,916.67                  | .00              | 234,583.35       | 329,500.65                | 42            | 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              | 16,666.65        | 23,333.35                 | 42            | 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              | 308,772.50       | 432,281.50                | 42            | 749,115.0        |
| 795.001                         | IT Internal Allocations    | 115,000.00     | 3,503.03                   | .00              | 31,019.74        | 83,980.26                 | 27            | 87,163.0         |
| 795.995                         | GF Cost Distribution       | 413,500.00     | 34,458.33                  | .00              | 172,291.65       | 241,208.35                | 42            | 398,300.0        |
| 7999.9999                       | Principal Reclassified     | (564,084.00)   | (46,916.67)                | .00              | (234,583.35)     | (329,500.65)              | 42            | (552,000.0       |
| Other Objects Totals            |                            | \$1,425,619.00 | \$111,973.86               | \$0.00           | \$575,873.89     | \$849,745.11              | 40%           | \$1,408,836.4    |
| Capital Outlay                  |                            |                |                            |                  |                  |                           |               |                  |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

Attachment: Budget Performance Report - November 2019 Finance and IT

| 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    | 3,313.74                   | 780,089.27       | 53,641.64        | 1,376,269.09              | 38            | 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             | 15.69                      | .00              | 2,008.13         | (2,008.13)                | +++           | 8,485.0          |
| 900.3104                                 | Pole Line Hardware 99903               | .00             | 18.58                      | .00              | 2,397.11         | (2,397.11)                | +++           | 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              | 1,982.34         | (1,982.34)                | +++           | 3,569.0          |
| 900.3107                                 | Security & Street Lights 99906         | .00             | 537.94                     | .00              | 1,265.28         | (1,265.28)                | +++           | 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                        | 42,712.00        | .00              | 110,288.00                | 28            | .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)  | (3,313.74)                 | .00              | (65,436.16)      | (2,367,563.84)            | 3             | (1,307,917.6     |
| Capital Outlay Totals                    |                                        | \$0.00          | \$711.99                   | \$822,801.27     | \$711.99         | (\$823,513.26)            | +++           | \$0.0            |
| Department 19 - Electric Totals          |                                        | \$12,521,935.00 | \$398,646.00               | \$984,287.99     | \$5,100,554.99   | \$6,437,092.02            | 49%           | \$12,312,295.0   |
| Department 36 - Fiber Optics             |                                        |                 |                            |                  |                  |                           |               |                  |
| Other Services & Charges                 |                                        |                 |                            |                  |                  |                           |               |                  |
| 685.183                                  | Depreciation                           | 1,138.00        | 19.11                      | .00              | 95.55            | 1,042.45                  | 8             | 229.0            |
| Other Services & Charges Totals          |                                        | \$1,138.00      | \$19.11                    | \$0.00           | \$95.55          | \$1,042.45                | 8%            | \$229.0          |
| Department 36 - Fiber Optics Totals      |                                        | \$1,138.00      | \$19.11                    | \$0.00           | \$95.55          | \$1,042.45                | 8%            | \$229.0          |
| EXPENSE TOTALS                           |                                        | \$12,523,073.00 | \$398,665.11               | \$984,287.99     | \$5,100,650.54   | \$6,438,134.47            | 49%           | \$12,312,524.0   |
| Fund 0030 - Electric Utility Fund Totals |                                        |                 |                            |                  |                  |                           |               |                  |
| REVENUE TOTALS                           |                                        | 12,523,073.00   | 924,303.49                 | .00              | 5,472,991.99     | 7,050,081.01              | 44%           | 12,193,190.0     |
| EXPENSE TOTALS                           |                                        | 12,523,073.00   | 398,665.11                 | 984,287.99       | 5,100,650.54     | 6,438,134.47              | 49%           | 12,312,524.0     |
| Fund 0030 - Electric Utility Fund Totals |                                        | \$0.00          | \$525,638.38               | (\$984,287.99)   | \$372,341.45     | \$611,946.54              |               | (\$119,334.2     |





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 0031 - Water Utility Fund |                                        |                |                            |                  |                  |                           |               |                  |
| REVENUE                        |                                        |                |                            |                  |                  |                           |               |                  |
| Department 00 - Revenue        |                                        |                |                            |                  |                  |                           |               |                  |
| Operating Revenues             |                                        |                |                            |                  |                  |                           |               |                  |
| 301.000                        | Sale Of Utilities                      | 2,212,644.00   | 192,269.91                 | .00              | 979,242.37       | 1,233,401.63              | 44            | 1,845,989.4      |
| 301.002                        | New Turn Ons                           | 3,000.00       | 270.00                     | .00              | 1,385.00         | 1,615.00                  | 46            | 3,385.0          |
| 301.006                        | Sale Of Raw Water                      | 13,000.00      | 770.48                     | .00              | 5,984.23         | 7,015.77                  | 46            | 13,297.9         |
| 301.009                        | New Service Taps                       | 8,000.00       | 2,000.00                   | .00              | 10,856.10        | (2,856.10)                | 136           | 34,256.0         |
| 301.013                        | Meter Installation                     | 1,000.00       | 450.00                     | .00              | 1,950.00         | (950.00)                  | 195           | 4,200.0          |
| 302.001                        | Penalties                              | 30,000.00      | 1,803.47                   | .00              | 11,227.15        | 18,772.85                 | 37            | 28,231.9         |
| Operating Revenues Totals      |                                        | \$2,267,644.00 | \$197,563.86               | \$0.00           | \$1,010,644.85   | \$1,256,999.15            | 45%           | \$1,929,360.0    |
| Impact Fees                    |                                        |                |                            |                  |                  |                           |               |                  |
| 324.020                        | Water Impact Fee                       | 10,000.00      | 2,020.00                   | .00              | 8,440.00         | 1,560.00                  | 84            | 16,248.8         |
| Impact Fees Totals             |                                        | \$10,000.00    | \$2,020.00                 | \$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      | 2,236.83                   | .00              | 13,297.48        | 24,702.52                 | 35            | 54,249.8         |
| Investment Earnings Totals     |                                        | \$38,000.00    | \$2,236.83                 | \$0.00           | \$13,297.48      | \$24,702.52               | 35%           | \$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               |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 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         | 6,102.00                   | .00              | 6,102.00         | (5,602.00)                | 1220          | 6,413.00         |
|         | <i>Sale of Assets Totals</i>              | \$500.00       | \$6,102.00                 | \$0.00           | \$6,102.00       | (\$5,602.00)              | 1220%         | \$6,413.00       |
|         | Department <b>00 - Revenue Totals</b>     | \$2,951,510.00 | \$207,922.69               | \$0.00           | \$1,057,896.73   | \$1,893,613.27            | 36%           | \$2,060,721.40   |
|         | <b>REVENUE TOTALS</b>                     | \$2,951,510.00 | \$207,922.69               | \$0.00           | \$1,057,896.73   | \$1,893,613.27            | 36%           | \$2,060,721.40   |
|         | <b>EXPENSE</b>                            |                |                            |                  |                  |                           |               |                  |
|         | Department <b>15 - Water Distribution</b> |                |                            |                  |                  |                           |               |                  |
|         | <i>Personal Services</i>                  |                |                            |                  |                  |                           |               |                  |
| 400.101 | Regular Pay                               | 202,319.00     | 17,119.98                  | .00              | 79,228.80        | 123,090.20                | 39            | 186,858.00       |
| 401.103 | Overtime                                  | 14,000.00      | 1,059.59                   | .00              | 8,206.23         | 5,793.77                  | 59            | 14,024.00        |
| 401.105 | On-call pay                               | 5,200.00       | 600.00                     | .00              | 2,200.00         | 3,000.00                  | 42            | 5,200.00         |
| 405.114 | FICA                                      | 17,014.00      | 1,350.32                   | .00              | 6,622.32         | 10,391.68                 | 39            | 14,791.00        |
| 406.116 | Retirement                                | 31,458.00      | 2,658.24                   | .00              | 13,733.51        | 17,724.49                 | 44            | 29,750.00        |
| 408.125 | SCMIT Worker's Comp Ins.                  | 11,000.00      | .00                        | .00              | 7,687.74         | 3,312.26                  | 70            | 14,534.00        |
| 410.001 | Health Claims Cost                        | 27,075.00      | 2,051.74                   | .00              | 8,013.86         | 19,061.14                 | 30            | 28,291.00        |
| 410.002 | Health Claim Costs-Retire                 | 13,501.00      | (1,092.14)                 | .00              | 3,244.36         | 10,256.64                 | 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   | \$23,747.73                | \$0.00           | \$128,936.82     | \$196,630.18              | 40%           | \$300,348.00     |
|         | <i>Supplies</i>                           |                |                            |                  |                  |                           |               |                  |
| 500.101 | Supplies and Materials                    | 5,060.00       | 83.08                      | .00              | 1,761.92         | 3,298.08                  | 35            | 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       | 200.33                     | .00              | 1,855.43         | 3,294.57                  | 36            | 4,304.00         |
| 513.112 | Asphalt/Concrete/Gravel                   | 23,680.00      | .00                        | 13,628.14        | 14,244.06        | (4,192.20)                | 118           | 25,741.00        |
| 514.110 | Water Dist System Supply                  | 40,100.00      | 3,354.69                   | .00              | 17,424.31        | 22,675.69                 | 43            | 56,199.00        |
| 515.121 | Safety Supplies                           | 300.00         | .00                        | .00              | .00              | 300.00                    | 0             | .00              |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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             | 6,517.00         |
| 532.148                  | Small Hand Tools                                | 550.00         | .00                        | .00              | 151.66           | 398.34                    | 28            | 351.00           |
| Supplies Totals          |                                                 | \$87,190.00    | \$3,638.10                 | \$13,628.14      | \$37,280.68      | \$36,281.18               | 58%           | \$100,202.00     |
| Other Services & Charges |                                                 |                |                            |                  |                  |                           |               |                  |
| 515.129                  | Permit Fees Due To Others                       | 900.00         | .00                        | .00              | .00              | 900.00                    | 0             | 623.00           |
| 600.110                  | SCMIRF Property/Liab Ins                        | 19,500.00      | .00                        | .00              | 9,857.18         | 9,642.82                  | 51            | 19,301.00        |
| 610.112                  | Postage                                         | 900.00         | 72.30                      | .00              | 392.31           | 507.69                    | 44            | 880.00           |
| 610.1110                 | Communications- Wireless                        | 660.00         | 45.04                      | .00              | 180.06           | 479.94                    | 27            | 619.00           |
| 620.114                  | Advertising                                     | 750.00         | .00                        | .00              | .00              | 750.00                    | 0             | .00              |
| 640.124                  | Travel Expense                                  | 966.00         | 220.00                     | .00              | 789.78           | 176.22                    | 82            | 369.00           |
| 650.127                  | Electricity                                     | 6,990.00       | 710.12                     | .00              | 3,131.32         | 3,858.68                  | 45            | 6,639.00         |
| 650.128                  | Water                                           | 15,264.00      | 1,522.97                   | .00              | 8,407.24         | 6,856.76                  | 55            | 15,700.00        |
| 650.129                  | Wastewater                                      | 9,073.00       | 789.76                     | .00              | 4,929.83         | 4,143.17                  | 54            | 9,682.00         |
| 650.130                  | Sanitation                                      | 692.00         | 55.96                      | .00              | 279.80           | 412.20                    | 40            | 671.00           |
| 650.133                  | Stormwater                                      | 4,868.00       | 356.08                     | .00              | 1,780.40         | 3,087.60                  | 37            | 4,688.00         |
| 650.1271                 | Electricity- Sales Tax                          | 342.00         | 33.34                      | .00              | 147.26           | 194.74                    | 43            | 313.00           |
| 660.133                  | Repairs & Maint. Services                       | 17,500.00      | 549.71                     | .00              | 812.79           | 16,687.21                 | 5             | 10,025.00        |
| 660.139                  | Fleet Services Labor-RTA Mtce Allocation        | 9,000.00       | 22.25                      | .00              | 1,709.90         | 7,290.10                  | 19            | 5,055.00         |
| 660.145                  | Gasoline & Oil                                  | 7,954.00       | 782.33                     | .00              | 3,252.28         | 4,701.72                  | 41            | 8,453.00         |
| 660.1391                 | Fleet Services -Departmental Expense Allocation | 7,000.00       | 562.56                     | .00              | 3,843.50         | 3,156.50                  | 55            | 7,249.00         |
| 670.156                  | Equipment Rental/Lease                          | 560.00         | .00                        | .00              | .00              | 560.00                    | 0             | .00              |
| 685.180                  | Membership Dues and Fees                        | 475.00         | .00                        | .00              | 50.00            | 425.00                    | 11            | 110.00           |
| 685.182                  | Other Operating Expenses                        | 1,500.00       | .00                        | .00              | 3,043.51         | (1,543.51)                | 203           | 9,725.00         |
| 685.183                  | Depreciation                                    | 360,000.00     | 30,311.34                  | .00              | 151,702.80       | 208,297.20                | 42            | 339,945.00       |
| 685.186                  | Training                                        | 2,360.00       | .00                        | .00              | 1,525.00         | 835.00                    | 65            | 1,735.00         |
| 685.1821                 | Hurricane/Storm Expense                         | .00            | .00                        | .00              | 168.83           | (168.83)                  | +++           | .00              |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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                     | 2,112.80         | 667.20           | 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              | 190.17           | 2,209.83                  | 8             | 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      | 1,430.20                   | .00              | 8,193.87         | 8,806.13                  | 48            | 16,809.00        |
| 686.1895                        | Employee wellness services | 2,400.00       | 143.10                     | .00              | 724.37           | 1,675.63                  | 30            | 2,599.00         |
| 687.202                         | Utility Billing Services   | 8,000.00       | 861.14                     | 397.43           | 3,987.32         | 3,615.25                  | 55            | 5,504.00         |
| 687.204                         | Janitorial Services        | 2,000.00       | 49.17                      | 344.16           | 245.85           | 1,409.99                  | 30            | .00              |
| Other Services & Charges Totals |                            | \$503,914.00   | \$38,684.17                | \$2,854.39       | \$210,217.57     | \$290,842.04              | 42%           | \$471,368.00     |
| Other Objects                   |                            |                |                            |                  |                  |                           |               |                  |
| 702.106                         | Interest- Bonds            | 129,405.00     | 10,623.64                  | .00              | 53,939.88        | 75,465.12                 | 42            | 122,581.00       |
| 702.110                         | Bond Principal             | 385,150.00     | 10,972.49                  | .00              | 56,339.46        | 328,810.54                | 15            | 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              | 3,333.35         | 4,666.65                  | 42            | 8,709.00         |
| 750.124                         | Transfers to General Fund  | 116,778.00     | 9,731.50                   | .00              | 48,657.50        | 68,120.50                 | 42            | 112,750.00       |
| 795.995                         | GF Cost Distribution       | 89,600.00      | 7,466.67                   | .00              | 37,333.35        | 52,266.65                 | 42            | 86,300.00        |
| 7999.9999                       | Principal Reclassified     | (385,150.00)   | (5,359.29)                 | .00              | (28,405.97)      | (356,744.03)              | 7             | (343,555.90)     |
| Other Objects Totals            |                            | \$351,783.00   | \$34,101.68                | \$0.00           | \$176,747.57     | \$175,035.43              | 50%           | \$335,203.00     |
| Inter-Dept. Allocations         |                            |                |                            |                  |                  |                           |               |                  |
| 795.999                         | Allocation G&A Services    | 67,700.00      | 3,681.44                   | .00              | 23,180.57        | 44,519.43                 | 34            | 67,131.00        |
| Inter-Dept. Allocations Totals  |                            | \$67,700.00    | \$3,681.44                 | \$0.00           | \$23,180.57      | \$44,519.43               | 34%           | \$67,131.00      |
| Capital Outlay                  |                            |                |                            |                  |                  |                           |               |                  |
| 900.3000                        | Buildings & Improvements   | .00            | .00                        | .00              | .00              | .00                       | +++           | 10,260.00        |
| 900.3500                        | Water Distribution         | 500,000.00     | 2,590.00                   | (262,847.18)     | 296,039.45       | 466,807.73                | 7             | 2,458,653.00     |
| 9999.9999                       | Assets Reclassified        | (500,000.00)   | (2,590.00)                 | .00              | (296,039.45)     | (203,960.55)              | 59            | (2,468,913.70)   |
| Capital Outlay Totals           |                            | \$0.00         | \$0.00                     | (\$262,847.18)   | \$0.00           | \$262,847.18              | +++           | \$0.00           |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 | \$103,853.12               | (\$246,364.65)   | \$576,363.21     | \$1,006,155.44            | 25%           | \$1,274,255.1    |
| Department 16 - Filtration                |                           |                |                            |                  |                  |                           |               |                  |
| Personal Services                         |                           |                |                            |                  |                  |                           |               |                  |
| 400.101                                   | Regular Pay               | 268,835.00     | 22,414.24                  | .00              | 106,637.20       | 162,197.80                | 40            | 242,628.1        |
| 401.103                                   | Overtime                  | 8,000.00       | (147.31)                   | .00              | 2,996.83         | 5,003.17                  | 37            | 8,413.9          |
| 401.105                                   | On-call pay               | 7,020.00       | 800.04                     | .00              | 2,933.48         | 4,086.52                  | 42            | 6,933.0          |
| 405.114                                   | FICA                      | 22,027.00      | 1,605.56                   | .00              | 7,918.33         | 14,108.67                 | 36            | 18,316.1         |
| 406.116                                   | Retirement                | 40,789.00      | 3,336.53                   | .00              | 17,159.30        | 23,629.70                 | 42            | 37,316.1         |
| 408.125                                   | SCMIT Worker's Comp Ins.  | 10,000.00      | .00                        | .00              | 6,923.60         | 3,076.40                  | 69            | 12,469.1         |
| 410.001                                   | Health Claims Cost        | 36,751.00      | 3,889.89                   | .00              | 18,937.00        | 17,814.00                 | 52            | 36,159.1         |
| 410.002                                   | Health Claim Costs-Retire | 11,618.00      | 1,644.64                   | .00              | 5,219.96         | 6,398.04                  | 45            | 7,167.9          |
| 410.003                                   | OPEB cost                 | 5,000.00       | .00                        | .00              | .00              | 5,000.00                  | 0             | (4,489.2         |
| Personal Services Totals                  |                           | \$410,040.00   | \$33,543.59                | \$0.00           | \$168,725.70     | \$241,314.30              | 41%           | \$364,916.1      |
| Supplies                                  |                           |                |                            |                  |                  |                           |               |                  |
| 500.101                                   | Supplies and Materials    | 4,175.00       | 246.24                     | .00              | 2,048.09         | 2,126.91                  | 49            | 3,415.0          |
| 500.102                                   | Equipment                 | 11,100.00      | 248.84                     | .00              | 4,710.66         | 6,389.34                  | 42            | 5,328.1          |
| 501.101                                   | Uniforms and Clothing     | 3,300.00       | 169.18                     | .00              | 1,353.02         | 1,946.98                  | 41            | 2,009.9          |
| 512.108                                   | Chemicals                 | 279,920.00     | 15,531.12                  | 93,531.83        | 102,466.85       | 83,921.32                 | 70            | 357,251.4        |
| 512.109                                   | Laboratory Supplies       | 15,577.00      | 661.19                     | 4,818.57         | 8,073.61         | 2,684.82                  | 83            | 15,957.1         |
| 515.121                                   | Safety Supplies           | 1,900.00       | .00                        | .00              | .00              | 1,900.00                  | 0             | 600.0            |
| 532.148                                   | Small Hand Tools          | 490.00         | 3.88                       | .00              | 514.61           | (24.61)                   | 105           | 61.1             |
| 540.151                                   | IP Raw Water Contract-Cty | 22,960.00      | 1,868.01                   | .00              | 8,856.37         | 14,103.63                 | 39            | 32,076.1         |
| 540.152                                   | Raw Water Pump Maint.     | 26,000.00      | 5,369.59                   | .00              | 24,588.98        | 1,411.02                  | 95            | 60,316.1         |
| 540.157                                   | Treated Water Purchase    | 500.00         | 6.50                       | .00              | 26.00            | 474.00                    | 5             | 84.1             |
| 540.1510                                  | IP Raw Water Contract-Stl | 11,808.00      | .00                        | .00              | .00              | 11,808.00                 | 0             | .0               |
| Supplies Totals                           |                           | \$377,730.00   | \$24,104.55                | \$98,350.40      | \$152,638.19     | \$126,741.41              | 66%           | \$477,101.4      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 &amp; 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                        | .00              | 7,681.35         | 7,318.65                  | 51            | 15,040.00        |
| 610.111                             | Communications- Landline                        | 1,200.00       | 94.83                      | .00              | 473.76           | 726.24                    | 39            | 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              | 180.06           | 239.94                    | 43            | 576.00           |
| 620.114                             | Advertising                                     | 1,000.00       | .00                        | .00              | .00              | 1,000.00                  | 0             | 941.00           |
| 640.124                             | Travel Expense                                  | 907.00         | (13.00)                    | .00              | 169.52           | 737.48                    | 19            | 117.00           |
| 650.127                             | Electricity                                     | 82,400.00      | 7,858.44                   | .00              | 37,053.89        | 45,346.11                 | 45            | 79,374.00        |
| 650.130                             | Sanitation                                      | 929.00         | 75.20                      | .00              | 376.00           | 553.00                    | 40            | 902.00           |
| 650.133                             | Stormwater                                      | 2,219.00       | 179.55                     | .00              | 897.75           | 1,321.25                  | 40            | 2,154.00         |
| 650.134                             | Security Lights                                 | 1,632.00       | 132.00                     | .00              | 660.00           | 972.00                    | 40            | 1,584.00         |
| 650.1271                            | Electricity- Sales Tax                          | 120.00         | 8.62                       | .00              | 43.35            | 76.65                     | 36            | 97.00            |
| 660.133                             | Repairs & Maint. Services                       | 34,000.00      | 337.93                     | 5,940.81         | 3,239.18         | 24,820.01                 | 27            | 29,092.00        |
| 660.139                             | Fleet Services Labor-RTA Mtce Allocation        | 5,000.00       | .00                        | .00              | 519.37           | 4,480.63                  | 10            | 4,985.00         |
| 660.145                             | Gasoline & Oil                                  | 1,796.00       | 111.72                     | .00              | 481.07           | 1,314.93                  | 27            | 1,677.00         |
| 660.1391                            | Fleet Services -Departmental Expense Allocation | 2,000.00       | 127.83                     | .00              | 1,159.81         | 840.19                    | 58            | 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     | 22,423.24                  | .00              | 112,115.90       | 196,684.10                | 36            | 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                      | .00              | 1,245.00         | 39,675.00                 | 3             | 21,994.00        |
| 686.189                             | Employee Medical                                | 220.00         | .00                        | .00              | .00              | 220.00                    | 0             | 187.00           |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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            | 1,227.00         |
| 686.199                                  | Internal Engineering       | 16,000.00      | 1,430.20                   | .00              | 8,193.87         | 7,806.13                  | 51            | 16,809.00        |
| 686.1895                                 | Employee wellness services | 2,760.00       | 171.72                     | .00              | 869.26           | 1,890.74                  | 31            | 3,023.00         |
| 687.204                                  | Janitorial Services        | 2,000.00       | 196.67                     | 1,376.67         | 983.35           | (360.02)                  | 118           | .00              |
| Other Services & Charges Totals          |                            | \$551,908.00   | \$33,224.99                | \$7,317.48       | \$200,647.97     | \$343,942.55              | 38%           | \$511,175.00     |
| Other Objects                            |                            |                |                            |                  |                  |                           |               |                  |
| 750.124                                  | Transfers to General Fund  | 104,060.00     | 8,671.67                   | .00              | 43,358.35        | 60,701.65                 | 42            | 99,980.00        |
| 795.995                                  | GF Cost Distribution       | 79,840.00      | 6,653.33                   | .00              | 33,266.65        | 46,573.35                 | 42            | 76,899.00        |
| Other Objects Totals                     |                            | \$183,900.00   | \$15,325.00                | \$0.00           | \$76,625.00      | \$107,275.00              | 42%           | \$176,880.00     |
| Inter-Dept. Allocations                  |                            |                |                            |                  |                  |                           |               |                  |
| 795.999                                  | Allocation G&A Services    | 92,000.00      | 3,681.44                   | .00              | 23,180.57        | 68,819.43                 | 25            | 67,131.00        |
| Inter-Dept. Allocations Totals           |                            | \$92,000.00    | \$3,681.44                 | \$0.00           | \$23,180.57      | \$68,819.43               | 25%           | \$67,131.00      |
| Capital Outlay                           |                            |                |                            |                  |                  |                           |               |                  |
| 900.3300                                 | Water Filtration Plant     | 650,000.00     | 5,517.50                   | 584,462.72       | 65,537.28        | .00                       | 100           | 220,812.00       |
| 900.4300                                 | Other Equipment            | 175,000.00     | .00                        | .00              | .00              | 175,000.00                | 0             | .00              |
| 9999.9999                                | Assets Reclassified        | (825,000.00)   | (5,517.50)                 | .00              | (65,537.28)      | (759,462.72)              | 8             | (220,812.00)     |
| Capital Outlay Totals                    |                            | \$0.00         | \$0.00                     | \$584,462.72     | \$0.00           | (\$584,462.72)            | +++           | \$0.00           |
| Department 16 - Filtration Totals        |                            | \$1,615,578.00 | \$109,879.57               | \$690,130.60     | \$621,817.43     | \$303,629.97              | 81%           | \$1,597,205.00   |
| Department 41 - General & Administrative |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services                        |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                                  | Regular Pay                | 113,744.00     | 9,716.38                   | .00              | 48,352.50        | 65,391.50                 | 43            | 120,101.00       |
| 401.103                                  | Overtime                   | 200.00         | .00                        | .00              | .00              | 200.00                    | 0             | 83.00            |
| 405.114                                  | FICA                       | 8,942.00       | 692.56                     | .00              | 3,512.89         | 5,429.11                  | 39            | 8,710.00         |
| 406.116                                  | Retirement                 | 16,537.00      | 1,406.81                   | .00              | 7,387.38         | 9,149.62                  | 45            | 17,417.00        |
| 408.125                                  | SCMIT Worker's Comp Ins.   | 3,500.00       | .00                        | .00              | 2,107.18         | 1,392.82                  | 60            | 3,795.00         |
| 410.001                                  | Health Claims Cost         | 18,052.00      | 1,366.84                   | .00              | 6,834.20         | 11,217.80                 | 38            | 17,328.00        |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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   | \$13,182.59                | \$0.00           | \$68,194.15      | \$97,780.85               | 41%           | \$164,870.0      |
| <i>Supplies</i>                     |                                                 |                |                            |                  |                  |                           |               |                  |
| 500.101                             | Supplies and Materials                          | 4,830.00       | 541.37                     | .00              | 1,620.49         | 3,209.51                  | 34            | 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       | 51.58                      | .00              | 86.83            | 1,263.17                  | 6             | 596.0            |
| <i>Supplies Totals</i>              |                                                 | \$7,030.00     | \$592.95                   | \$0.00           | \$1,743.35       | \$5,286.65                | 25%           | \$5,745.0        |
| <i>Other Services &amp; Charges</i> |                                                 |                |                            |                  |                  |                           |               |                  |
| 600.110                             | SCMIRF Property/Liab Ins                        | 31,000.00      | .00                        | .00              | 15,824.23        | 15,175.77                 | 51            | 30,985.0         |
| 610.111                             | Communications- Landline                        | 4,800.00       | 342.71                     | .00              | 2,048.26         | 2,751.74                  | 43            | 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              | 180.06           | 2,219.94                  | 8             | 843.0            |
| 620.114                             | Advertising                                     | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | 58.0             |
| 640.124                             | Travel Expense                                  | 445.00         | .00                        | .00              | .00              | 445.00                    | 0             | 26.0             |
| 650.127                             | Electricity                                     | 2,612.00       | 190.85                     | .00              | 1,085.62         | 1,526.38                  | 42            | 2,412.0          |
| 650.128                             | Water                                           | 462.00         | 17.86                      | .00              | 83.70            | 378.30                    | 18            | 399.0            |
| 650.129                             | Wastewater                                      | 270.00         | 25.36                      | .00              | 119.56           | 150.44                    | 44            | 265.0            |
| 650.130                             | Sanitation                                      | 486.00         | 39.33                      | .00              | 196.65           | 289.35                    | 40            | 471.0            |
| 650.133                             | Stormwater                                      | 2,051.00       | 165.94                     | .00              | 829.70           | 1,221.30                  | 40            | 1,991.0          |
| 650.134                             | Security Lights                                 | 655.00         | 53.00                      | .00              | 265.00           | 390.00                    | 40            | 636.0            |
| 650.1271                            | Electricity- Sales Tax                          | 125.00         | 7.24                       | .00              | 46.91            | 78.09                     | 38            | 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       | 55.10                      | .00              | 273.16           | 1,726.84                  | 14            | 1,213.0          |
| 660.145                             | Gasoline & Oil                                  | 3,234.00       | 215.71                     | .00              | 1,087.87         | 2,146.13                  | 34            | 3,392.0          |
| 660.1391                            | Fleet Services -Departmental Expense Allocation | 2,500.00       | 154.28                     | .00              | 1,082.21         | 1,417.79                  | 43            | 2,751.0          |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





Fiscal Year to Date 11/30/19

## Exclude Rollup Account

**Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT**



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 1,623.94                   | .00              | 8,721.92         | 10,511.08                 | 45            | 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              | 7,947.50         | 10,153.50                 | 44            | 17,573.00        |
| <i>Personal Services Totals</i>            |                            | \$185,519.00   | \$15,091.31                | \$0.00           | \$77,645.85      | \$107,873.15              | 42%           | \$176,599.00     |
| <i>Supplies</i>                            |                            |                |                            |                  |                  |                           |               |                  |
| 500.101                                    | Supplies and Materials     | 550.00         | .00                        | .00              | .00              | 550.00                    | 0             | 497.00           |
| 500.105                                    | Printing and Binding       | 100.00         | 95.40                      | .00              | 95.40            | 4.60                      | 95            | .00              |
| 501.101                                    | Uniforms and Clothing      | 1,000.00       | 17.94                      | .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     | \$113.34                   | \$0.00           | \$479.81         | \$1,370.19                | 26%           | \$1,344.00       |
| <i>Other Services &amp; 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              | 360.12           | 839.88                    | 30            | 1,239.00         |
| 640.124                                    | Travel Expense             | 1,512.00       | .00                        | .00              | 175.48           | 1,336.52                  | 12            | 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       | (1,050.00)                 | .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       | 57.24                      | .00              | 289.76           | 910.24                    | 24            | 1,007.00         |
| <i>Other Services &amp; Charges Totals</i> |                            | \$12,937.00    | (\$902.68)                 | \$0.00           | \$3,923.73       | \$9,013.27                | 30%           | \$7,167.00       |
| <i>Other Objects</i>                       |                            |                |                            |                  |                  |                           |               |                  |
| 735.122                                    | Services Billed            | (197,704.00)   | (14,301.97)                | .00              | (81,938.60)      | (115,765.40)              | 41            | (168,090.50)     |
| <i>Other Objects Totals</i>                |                            | (\$197,704.00) | (\$14,301.97)              | \$0.00           | (\$81,938.60)    | (\$115,765.40)            | 41%           | (\$168,090.50)   |
| <i>Capital Outlay</i>                      |                            |                |                            |                  |                  |                           |               |                  |
| 900.4100                                   | Vehicles                   | 32,000.00      | .00                        | 31,309.00        | .00              | 691.00                    | 98            | .00              |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 | \$215,504.96               | \$498,520.22     | \$1,217,234.62   | \$1,235,755.16            | 58%           | \$2,894,949.4    |
| Fund 0031 - Water Utility Fund Totals       |                          |                |                            |                  |                  |                           |               |                  |
| REVENUE TOTALS                              |                          | 2,951,510.00   | 207,922.69                 | .00              | 1,057,896.73     | 1,893,613.27              | 36%           | 2,060,721.4      |
| EXPENSE TOTALS                              |                          | 2,951,510.00   | 215,504.96                 | 498,520.22       | 1,217,234.62     | 1,235,755.16              | 58%           | 2,894,949.4      |
| Fund 0031 - Water Utility Fund Totals       |                          | \$0.00         | (\$7,582.27)               | (\$498,520.22)   | (\$159,337.89)   | \$657,858.11              |               | (\$834,228.0     |
| Fund 0032 - Wastewater Fund                 |                          |                |                            |                  |                  |                           |               |                  |
| REVENUE                                     |                          |                |                            |                  |                  |                           |               |                  |
| Department 00 - Revenue                     |                          |                |                            |                  |                  |                           |               |                  |
| Operating Revenues                          |                          |                |                            |                  |                  |                           |               |                  |
| 301.000                                     | Sale Of Utilities        | 2,621,543.00   | 219,769.46                 | .00              | 1,113,761.76     | 1,507,781.24              | 42            | 2,506,933.1      |
| 301.002                                     | New Turn Ons             | 3,300.00       | 260.00                     | .00              | 1,340.00         | 1,960.00                  | 41            | 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       | 1,800.00                   | .00              | 7,809.64         | (2,809.64)                | 156           | 10,750.0         |
| 301.014                                     | Fixed Charges - Andrews  | 120,000.00     | 10,119.80                  | .00              | 50,599.00        | 69,401.00                 | 42            | 121,437.0        |
| 301.015                                     | Fixed Charges - GCWSD    | 225,000.00     | 19,241.87                  | .00              | 96,209.35        | 128,790.65                | 43            | 230,902.4        |
| 301.016                                     | Fixed Charges - COG      | 300,000.00     | 27,651.27                  | .00              | 138,256.35       | 161,743.65                | 46            | 331,815.0        |
| 301.017                                     | Volume Charges - Andrews | 280,000.00     | 9,078.46                   | .00              | 55,275.01        | 224,724.99                | 20            | 162,347.0        |
| 301.018                                     | Volume Charges - GCWSD   | 350,000.00     | 26,371.76                  | .00              | 141,324.43       | 208,675.57                | 40            | 257,886.0        |
| 301.019                                     | Volume Charges - COG     | 1,025,000.00   | 79,858.18                  | .00              | 414,016.97       | 610,983.03                | 40            | 830,074.0        |
| 301.026                                     | Fixed- Elim Georgetown   | (300,000.00)   | (27,651.27)                | .00              | (138,256.35)     | (161,743.65)              | 46            | (331,815.2       |
| 301.029                                     | Volume-Elim-Georgetown   | (1,025,000.00) | (79,858.18)                | .00              | (414,016.97)     | (610,983.03)              | 40            | (830,074.5       |
| 302.001                                     | Penalties                | 35,000.00      | 2,224.28                   | .00              | 13,621.90        | 21,378.10                 | 39            | 34,594.0         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

|         |                                               | Amended        | Current Month | YTD          | YTD            | Budget - YTD   | % Used/ |                |
|---------|-----------------------------------------------|----------------|---------------|--------------|----------------|----------------|---------|----------------|
| Account | Account Description                           | Budget         | Transactions  | Encumbrances | Transactions   | Transactions   | Rec'd   | Prior Year Tot |
| 303.006 | Septic Tank Dumping                           | 60,000.00      | 4,230.00      | .00          | 22,260.00      | 37,740.00      | 37      | 81,620.00      |
|         | <i>Operating Revenues Totals</i>              | \$3,706,343.00 | \$293,095.63  | \$0.00       | \$1,502,201.09 | \$2,204,141.91 | 41%     | \$3,409,711.40 |
|         | <i>Impact Fees</i>                            |                |               |              |                |                |         |                |
| 324.017 | Wastewater Impact Fee                         | 7,000.00       | 1,700.00      | .00          | 11,030.00      | (4,030.00)     | 158     | 8,500.00       |
|         | <i>Impact Fees Totals</i>                     | \$7,000.00     | \$1,700.00    | \$0.00       | \$11,030.00    | (\$4,030.00)   | 158%    | \$8,500.00     |
|         | <i>Investment Earnings</i>                    |                |               |              |                |                |         |                |
| 306.001 | Investment Earnings                           | 8,000.00       | .00           | .00          | .00            | 8,000.00       | 0       | 10,438.00      |
|         | <i>Investment Earnings Totals</i>             | \$8,000.00     | \$0.00        | \$0.00       | \$0.00         | \$8,000.00     | 0%      | \$10,438.00    |
|         | <i>Miscellaneous</i>                          |                |               |              |                |                |         |                |
| 368.100 | Retirement System Reimbursement Credit        | .00            | .00           | .00          | 4,616.42       | (4,616.42)     | +++     | .00            |
| 369.002 | Miscellaneous Revenue                         | 7,000.00       | .00           | .00          | .00            | 7,000.00       | 0       | 9,321.40       |
| 369.003 | Insurance Proceeds                            | .00            | .00           | .00          | .00            | .00            | +++     | 26,784.00      |
|         | <i>Miscellaneous Totals</i>                   | \$7,000.00     | \$0.00        | \$0.00       | \$4,616.42     | \$2,383.58     | 66%     | \$36,105.00    |
|         | <i>Operating Transfers In</i>                 |                |               |              |                |                |         |                |
| 394.002 | Transfer from fund balance                    | (28,836.00)    | .00           | .00          | .00            | (28,836.00)    | 0       | .00            |
|         | <i>Operating Transfers In Totals</i>          | (\$28,836.00)  | \$0.00        | \$0.00       | \$0.00         | (\$28,836.00)  | 0%      | \$0.00         |
|         | <i>Sale of Assets</i>                         |                |               |              |                |                |         |                |
| 391.001 | Sale of Assets                                | 500.00         | 2,575.00      | .00          | 2,575.00       | (2,075.00)     | 515     | 3,383.00       |
|         | <i>Sale of Assets Totals</i>                  | \$500.00       | \$2,575.00    | \$0.00       | \$2,575.00     | (\$2,075.00)   | 515%    | \$3,383.00     |
|         | Department <b>00 - Revenue Totals</b>         | \$3,700,007.00 | \$297,370.63  | \$0.00       | \$1,520,422.51 | \$2,179,584.49 | 41%     | \$3,468,138.00 |
|         | <b>REVENUE TOTALS</b>                         | \$3,700,007.00 | \$297,370.63  | \$0.00       | \$1,520,422.51 | \$2,179,584.49 | 41%     | \$3,468,138.00 |
|         | <b>EXPENSE</b>                                |                |               |              |                |                |         |                |
|         | Department <b>18 - Wastewater Collections</b> |                |               |              |                |                |         |                |
|         | <i>Personal Services</i>                      |                |               |              |                |                |         |                |
| 400.101 | Regular Pay                                   | 204,322.00     | 17,409.92     | .00          | 80,493.89      | 123,828.11     | 39      | 196,330.00     |
| 401.103 | Overtime                                      | 4,000.00       | 46.98         | .00          | 1,528.40       | 2,471.60       | 38      | 3,602.00       |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





Fiscal Year to Date 11/30/19

## Exclude Rollup Account

**Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT**



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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      | 5,267.37                   | .00              | 29,474.43        | 68,688.57                 | 30            | 82,970.4         |
| 650.133                         | Stormwater                                      | 9,900.00       | 800.95                     | .00              | 4,004.75         | 5,895.25                  | 40            | 9,611.4          |
| 650.134                         | Security Lights                                 | 1,496.00       | 121.00                     | .00              | 605.00           | 891.00                    | 40            | 1,452.0          |
| 650.1271                        | Electricity- Sales Tax                          | 2,811.00       | 203.46                     | .00              | 990.74           | 1,820.26                  | 35            | 2,488.8          |
| 660.133                         | Repairs & Maint. Services                       | 47,000.00      | 1,903.64                   | 21,199.02        | 11,689.41        | 14,111.57                 | 70            | 84,067.8         |
| 660.139                         | Fleet Services Labor-RTA Mtce Allocation        | 25,000.00      | 4,275.99                   | .00              | 12,272.70        | 12,727.30                 | 49            | 32,433.2         |
| 660.145                         | Gasoline & Oil                                  | 13,943.00      | 1,230.74                   | .00              | 5,481.66         | 8,461.34                  | 39            | 17,274.2         |
| 660.1391                        | Fleet Services -Departmental Expense Allocation | 20,000.00      | 2,121.22                   | .00              | 11,061.61        | 8,938.39                  | 55            | 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         | 50.00                      | .00              | 50.00            | 635.00                    | 7             | 195.0            |
| 685.182                         | Other Operating Expenses                        | 1,500.00       | .00                        | .00              | 2,650.27         | (1,150.27)                | 177           | 8,263.2          |
| 685.183                         | Depreciation                                    | 280,000.00     | 20,812.56                  | .00              | 104,062.68       | 175,937.32                | 37            | 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                     | 2,110.90         | 1,302.38         | 3,626.72                  | 48            | 2,838.2          |
| 686.189                         | Employee Medical                                | 840.00         | .00                        | .00              | 253.25           | 586.75                    | 30            | 255.0            |
| 686.191                         | Contract Services/Studies                       | 2,040.00       | .00                        | .00              | 190.22           | 1,849.78                  | 9             | 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      | 1,430.20                   | .00              | 8,193.87         | 9,806.13                  | 46            | 16,809.0         |
| 686.1895                        | Employee wellness services                      | 4,560.00       | 200.34                     | .00              | 1,014.12         | 3,545.88                  | 22            | 3,606.9          |
| 687.202                         | Utility Billing Services                        | 7,500.00       | 779.67                     | 359.83           | 3,610.14         | 3,530.03                  | 53            | 4,984.2          |
| 687.204                         | Janitorial Services                             | 2,000.00       | 49.17                      | 344.16           | 245.85           | 1,409.99                  | 30            | .0               |
| Other Services & Charges Totals |                                                 | \$598,968.00   | \$39,640.36                | \$39,013.91      | \$207,796.19     | \$352,157.90              | 41%           | \$622,310.8      |
| Other Objects                   |                                                 |                |                            |                  |                  |                           |               |                  |
| 702.106                         | Interest- Bonds                                 | 6,251.00       | 3,775.51                   | .00              | 18,998.03        | (12,747.03)               | 304           | 6,627.2          |
| 702.110                         | Bond Principal                                  | 20,090.00      | 10,427.80                  | .00              | 52,018.52        | (31,928.52)               | 259           | 19,711.2         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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              | 3,125.00         | 4,375.00                  | 42            | 11,902.00        |
| 750.124                                       | Transfers to General Fund  | 172,117.00     | 14,343.08                  | .00              | 71,715.40        | 100,401.60                | 42            | 165,069.00       |
| 795.995                                       | GF Cost Distribution       | 83,160.00      | 6,930.00                   | .00              | 34,650.00        | 48,510.00                 | 42            | 80,100.00        |
| 7999.9999                                     | Principal Reclassified     | (20,090.00)    | (8,760.35)                 | .00              | (43,697.05)      | 23,607.05                 | 218           | (19,711.70)      |
| Other Objects Totals                          |                            | \$271,028.00   | \$27,341.04                | \$0.00           | \$139,497.40     | \$131,530.60              | 51%           | \$265,699.00     |
| Inter-Dept. Allocations                       |                            |                |                            |                  |                  |                           |               |                  |
| 795.999                                       | Allocation G&A Services    | 84,100.00      | 4,601.80                   | .00              | 28,975.72        | 55,124.28                 | 34            | 83,914.00        |
| Inter-Dept. Allocations Totals                |                            | \$84,100.00    | \$4,601.80                 | \$0.00           | \$28,975.72      | \$55,124.28               | 34%           | \$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 | \$100,461.54               | (\$938,413.07)   | \$529,138.08     | \$1,768,550.99            | -30%          | \$1,349,892.00   |
| Department 34 - Regional Wastewater Plant     |                            |                |                            |                  |                  |                           |               |                  |
| Personal Services                             |                            |                |                            |                  |                  |                           |               |                  |
| 400.101                                       | Regular Pay                | 281,085.00     | 25,112.56                  | .00              | 118,982.42       | 162,102.58                | 42            | 268,969.00       |
| 401.103                                       | Overtime                   | 12,000.00      | 623.87                     | .00              | 5,043.83         | 6,956.17                  | 42            | 11,759.00        |
| 401.105                                       | On-call pay                | 7,020.00       | 799.98                     | .00              | 2,933.26         | 4,086.74                  | 42            | 6,933.00         |
| 405.114                                       | FICA                       | 23,445.00      | 1,802.74                   | .00              | 8,838.63         | 14,606.37                 | 38            | 19,980.00        |
| 406.116                                       | Retirement                 | 43,277.00      | 3,806.81                   | .00              | 19,355.93        | 23,921.07                 | 45            | 41,578.00        |
| 408.125                                       | SCMIT Worker's Comp Ins.   | .00            | .00                        | .00              | 2,778.70         | (2,778.70)                | +++           | 6,130.00         |
| 410.001                                       | Health Claims Cost         | 65,461.00      | 5,702.21                   | .00              | 28,882.08        | 36,578.92                 | 44            | 63,128.00        |
| Personal Services Totals                      |                            | \$432,288.00   | \$37,848.17                | \$0.00           | \$186,814.85     | \$245,473.15              | 43%           | \$418,479.00     |
| Supplies                                      |                            |                |                            |                  |                  |                           |               |                  |

Attachment: Budget Performance Report - November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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                          | 5,550.00       | 103.99                     | .00              | 2,292.46         | 3,257.54                  | 41            | 6,016.00         |
| 500.102                             | Equipment                                       | 12,550.00      | 185.08                     | .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     | 16,283.70                  | 30,318.95        | 64,599.37        | 33,481.68                 | 74            | 122,219.00       |
| 512.109                             | Laboratory Supplies                             | 20,570.00      | 72.16                      | 7,151.83         | 5,249.10         | 8,169.07                  | 60            | 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   | \$16,644.93                | \$37,470.78      | \$78,023.12      | \$57,836.10               | 67%           | \$157,589.00     |
| <i>Other Services &amp; Charges</i> |                                                 |                |                            |                  |                  |                           |               |                  |
| 515.129                             | Permit Fees Due To Others                       | 8,200.00       | 2,660.00                   | .00              | 8,023.98         | 176.02                    | 98            | 7,830.00         |
| 600.110                             | SCMIRF Property/Liab Ins                        | 13,900.00      | .00                        | .00              | 7,087.94         | 6,812.06                  | 51            | 13,878.00        |
| 610.111                             | Communications- Landline                        | 2,400.00       | 153.92                     | .00              | 909.54           | 1,490.46                  | 38            | 1,807.00         |
| 610.112                             | Postage                                         | 500.00         | 581.09                     | .00              | 581.09           | (81.09)                   | 116           | 19.00            |
| 610.1110                            | Communications- Wireless                        | 780.00         | 53.64                      | .00              | 214.40           | 565.60                    | 27            | 691.00           |
| 620.114                             | Advertising                                     | 500.00         | .00                        | .00              | .00              | 500.00                    | 0             | 101.00           |
| 640.124                             | Travel Expense                                  | 1,510.00       | .00                        | .00              | .00              | 1,510.00                  | 0             | 107.00           |
| 650.127                             | Electricity                                     | 336,820.00     | 26,764.83                  | .00              | 144,643.62       | 192,176.38                | 43            | 338,722.00       |
| 650.128                             | Water                                           | 1,275.00       | 242.63                     | .00              | 1,467.95         | (192.95)                  | 115           | 1,555.00         |
| 650.130                             | Sanitation                                      | 3,240.00       | 262.13                     | .00              | 1,048.52         | 2,191.48                  | 32            | 3,145.00         |
| 650.133                             | Stormwater                                      | 2,600.00       | 210.53                     | .00              | 1,052.65         | 1,547.35                  | 40            | 2,526.00         |
| 650.134                             | Security Lights                                 | 4,290.00       | 347.00                     | .00              | 1,735.00         | 2,555.00                  | 40            | 4,164.00         |
| 650.1271                            | Electricity- Sales Tax                          | 15,665.00      | 1,158.83                   | .00              | 5,839.01         | 9,825.99                  | 37            | 14,878.00        |
| 660.133                             | Repairs & Maint. Services                       | 90,250.00      | 6,009.14                   | 19,894.28        | 42,875.10        | 27,480.62                 | 70            | 58,759.00        |
| 660.139                             | Fleet Services Labor-RTA Mtce Allocation        | 8,000.00       | 5,070.01                   | .00              | 5,450.77         | 2,549.23                  | 68            | 2,388.00         |
| 660.145                             | Gasoline & Oil                                  | 3,054.00       | 143.48                     | .00              | 642.38           | 2,411.62                  | 21            | 2,951.00         |
| 660.1391                            | Fleet Services -Departmental Expense Allocation | 2,000.00       | 101.90                     | .00              | 733.08           | 1,266.92                  | 37            | 1,775.00         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





Fiscal Year to Date 11/30/19

## Exclude Rollup Account

**Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT**



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                                          | Account Description       | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--------------------------------------------------|---------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 900.3900                                         | Wastewater Treatment Plnt | .00            | 24,046.96                  | (303,325.17)     | 467,570.99       | (164,245.82)              | +++           | 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)    | (24,046.96)                | .00              | (476,074.97)     | 463,074.97                | 3662          | (667,114.1       |
| Capital Outlay Totals                            |                           | \$0.00         | \$0.00                     | (\$303,325.17)   | \$0.00           | \$303,325.17              | +++           | \$0.0            |
| Sub Department 17 - Wastewater Treatment         |                           |                |                            |                  |                  |                           |               |                  |
| Personal Services                                |                           |                |                            |                  |                  |                           |               |                  |
| 410.003                                          | OPEB cost                 | 5,000.00       | .00                        | .00              | .00              | 5,000.00                  | 0             | (5,130.5         |
| Personal Services Totals                         |                           | \$5,000.00     | \$0.00                     | \$0.00           | \$0.00           | \$5,000.00                | 0%            | (\$5,130.5       |
| Other Services & Charges                         |                           |                |                            |                  |                  |                           |               |                  |
| 685.183                                          | Depreciation              | 620,000.00     | 46,676.18                  | .00              | 232,501.81       | 387,498.19                | 38            | 591,703.8        |
| Other Services & Charges Totals                  |                           | \$620,000.00   | \$46,676.18                | \$0.00           | \$232,501.81     | \$387,498.19              | 38%           | \$591,703.8      |
| Sub Department 17 - Wastewater Treatment Totals  |                           | \$625,000.00   | \$46,676.18                | \$0.00           | \$232,501.81     | \$392,498.19              | 37%           | \$586,573.0      |
| Department 34 - Regional Wastewater Plant Totals |                           | \$2,340,731.00 | \$190,367.00               | (\$233,871.02)   | \$944,812.53     | \$1,629,789.49            | 30%           | \$2,184,101.0    |
| EXPENSE TOTALS                                   |                           | \$3,700,007.00 | \$290,828.54               | (\$1,172,284.09) | \$1,473,950.61   | \$3,398,340.48            | 8%            | \$3,533,993.8    |
| Fund 0032 - Wastewater Fund Totals               |                           |                |                            |                  |                  |                           |               |                  |
| REVENUE TOTALS                                   |                           | 3,700,007.00   | 297,370.63                 | .00              | 1,520,422.51     | 2,179,584.49              | 41%           | 3,468,138.0      |
| EXPENSE TOTALS                                   |                           | 3,700,007.00   | 290,828.54                 | (1,172,284.09)   | 1,473,950.61     | 3,398,340.48              | 8%            | 3,533,993.8      |
| Fund 0032 - Wastewater Fund Totals               |                           | \$0.00         | \$6,542.09                 | \$1,172,284.09   | \$46,471.90      | (\$1,218,755.99)          |               | (\$65,855.2      |
| Fund 0033 - Stormwater Utility Fund              |                           |                |                            |                  |                  |                           |               |                  |
| REVENUE                                          |                           |                |                            |                  |                  |                           |               |                  |
| Department 00 - Revenue                          |                           |                |                            |                  |                  |                           |               |                  |
| Operating Revenues                               |                           |                |                            |                  |                  |                           |               |                  |
| 301.000                                          | Sale Of Utilities         | 850,000.00     | 71,033.33                  | .00              | 358,310.32       | 491,689.68                | 42            | 863,673.0        |
| 302.001                                          | Penalties                 | 7,500.00       | 645.49                     | .00              | 3,670.11         | 3,829.89                  | 49            | 9,480.0          |
| Operating Revenues Totals                        |                           | \$857,500.00   | \$71,678.82                | \$0.00           | \$361,980.43     | \$495,519.57              | 42%           | \$873,153.0      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 450.00                     | .00              | 1,350.00         | (350.00)                  | 135           | 4,347.4          |
|         | <i>Miscellaneous Totals</i>                     | \$1,000.00     | \$450.00                   | \$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 <b>00 - Revenue Totals</b>           | \$1,213,321.00 | \$72,128.82                | \$0.00           | \$365,146.33     | \$848,174.67              | 30%           | \$1,337,674.9    |
|         | <b>REVENUE TOTALS</b>                           | \$1,213,321.00 | \$72,128.82                | \$0.00           | \$365,146.33     | \$848,174.67              | 30%           | \$1,337,674.9    |
|         | <b>EXPENSE</b>                                  |                |                            |                  |                  |                           |               |                  |
|         | Department <b>40 - Storm Water Utility Exp.</b> |                |                            |                  |                  |                           |               |                  |
|         | <i>Personal Services</i>                        |                |                            |                  |                  |                           |               |                  |
| 400.101 | Regular Pay                                     | 193,799.00     | 16,428.17                  | .00              | 81,193.81        | 112,605.19                | 42            | 187,345.0        |
| 401.103 | Overtime                                        | 4,500.00       | (9.43)                     | .00              | 1,569.49         | 2,930.51                  | 35            | 3,281.0          |
| 401.105 | On-call pay                                     | 2,600.00       | 400.00                     | .00              | 1,300.00         | 1,300.00                  | 50            | 2,600.0          |
| 405.114 | FICA                                            | 15,369.00      | 1,120.62                   | .00              | 5,756.53         | 9,612.47                  | 37            | 13,186.0         |
| 406.116 | Retirement                                      | 28,415.00      | 2,399.74                   | .00              | 12,772.70        | 15,642.30                 | 45            | 27,980.4         |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                             | Account Description       | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|-------------------------------------|---------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| 408.125                             | SCMIT Worker's Comp Ins.  | 12,000.00      | .00                        | .00              | 8,776.06         | 3,223.94                  | 73            | 16,166.9         |
| 410.001                             | Health Claims Cost        | 51,728.00      | 4,543.58                   | .00              | 22,717.90        | 29,010.10                 | 44            | 50,221.4         |
| 410.002                             | Health Claim Costs-Retire | 21,026.00      | 81.92                      | .00              | 1,816.16         | 19,209.84                 | 9             | 15,854.9         |
| 410.003                             | OPEB cost                 | 4,000.00       | .00                        | .00              | .00              | 4,000.00                  | 0             | (5,130.5         |
| <i>Personal Services Totals</i>     |                           | \$333,437.00   | \$24,964.60                | \$0.00           | \$135,902.65     | \$197,534.35              | 41%           | \$311,505.7      |
| <i>Supplies</i>                     |                           |                |                            |                  |                  |                           |               |                  |
| 500.101                             | Supplies and Materials    | 2,310.00       | 111.08                     | .00              | 694.05           | 1,615.95                  | 30            | 1,195.7          |
| 500.102                             | Equipment                 | 5,600.00       | .00                        | .00              | 381.56           | 5,218.44                  | 7             | 1,543.7          |
| 501.101                             | Uniforms and Clothing     | 5,100.00       | 184.56                     | .00              | 1,392.52         | 3,707.48                  | 27            | 3,674.7          |
| 513.112                             | Asphalt/Concrete/Gravel   | 7,460.00       | 183.60                     | 5,607.73         | 1,741.22         | 111.05                    | 99            | 7,746.7          |
| 514.112                             | SW Collection Syst Supply | 5,400.00       | .00                        | .00              | 719.55           | 4,680.45                  | 13            | 7,187.7          |
| 515.121                             | Safety Supplies           | 900.00         | .00                        | .00              | .00              | 900.00                    | 0             | 238.7            |
| 532.148                             | Small Hand Tools          | 180.00         | .00                        | .00              | .00              | 180.00                    | 0             | .0               |
| <i>Supplies Totals</i>              |                           | \$26,950.00    | \$479.24                   | \$5,607.73       | \$4,928.90       | \$16,413.37               | 39%           | \$21,586.0       |
| <i>Other Services &amp; Charges</i> |                           |                |                            |                  |                  |                           |               |                  |
| 600.110                             | SCMIRF Property/Liab Ins  | 5,400.00       | .00                        | .00              | 2,736.27         | 2,663.73                  | 51            | 5,357.8          |
| 610.111                             | Communications- Landline  | 1,500.00       | 55.29                      | .00              | 602.01           | 897.99                    | 40            | 1,289.7          |
| 610.112                             | Postage                   | 500.00         | 22.57                      | .00              | 122.48           | 377.52                    | 24            | 256.7            |
| 610.1110                            | Communications- Wireless  | 720.00         | 45.04                      | .00              | 180.06           | 539.94                    | 25            | 619.7            |
| 620.114                             | Advertising               | 600.00         | .00                        | .00              | .00              | 600.00                    | 0             | .0               |
| 640.124                             | Travel Expense            | 236.00         | .00                        | .00              | .00              | 236.00                    | 0             | .0               |
| 650.127                             | Electricity               | 2,366.00       | 164.91                     | .00              | 1,504.97         | 861.03                    | 64            | 2,159.7          |
| 650.128                             | Water                     | 500.00         | 20.42                      | .00              | 102.10           | 397.90                    | 20            | 315.7            |
| 650.129                             | Wastewater                | 213.00         | .00                        | .00              | .00              | 213.00                    | 0             | 120.8            |
| 650.133                             | Stormwater                | 16,975.00      | 1,373.40                   | .00              | 6,867.00         | 10,108.00                 | 40            | 16,480.8         |
| 650.134                             | Security Lights           | 990.00         | 80.00                      | .00              | 400.00           | 590.00                    | 40            | 960.0            |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

|          |                                                 | Amended      | Current Month | YTD          | YTD          | Budget - YTD | % Used/ |                |
|----------|-------------------------------------------------|--------------|---------------|--------------|--------------|--------------|---------|----------------|
| Account  | Account Description                             | Budget       | Transactions  | Encumbrances | Transactions | Transactions | Rec'd   | Prior Year Tot |
| 650.1271 | Electricity- Sales Tax                          | 25.00        | 1.02          | .00          | 13.49        | 11.51        | 54      | 18.9           |
| 660.133  | Repairs & Maint. Services                       | 12,250.00    | .00           | .00          | .00          | 12,250.00    | 0       | 132,567.1      |
| 660.139  | Fleet Services Labor-RTA Mtce Allocation        | 25,000.00    | 445.46        | .00          | 24,559.37    | 440.63       | 98      | 18,382.1       |
| 660.145  | Gasoline & Oil                                  | 19,240.00    | 1,750.81      | .00          | 6,082.52     | 13,157.48    | 32      | 21,563.1       |
| 660.1391 | Fleet Services -Departmental Expense Allocation | 22,000.00    | 1,810.62      | .00          | 10,609.44    | 11,390.56    | 48      | 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     | .00           | .00          | 845.42       | 654.58       | 56      | 2,690.1        |
| 685.183  | Depreciation                                    | 455,000.00   | 42,497.95     | .00          | 212,489.47   | 242,510.53   | 47      | 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        | (6,005.91)   | 8,783.41     | 832.50       | 77      | 227,600.1      |
| 686.189  | Employee Medical                                | 780.00       | .00           | .00          | .00          | 780.00       | 0       | 212.0          |
| 686.195  | Repair/Maint Svc Contract                       | 2,500.00     | .00           | .00          | .00          | 2,500.00     | 0       | 933.8          |
| 686.199  | Internal Engineering                            | 33,100.00    | 2,860.39      | .00          | 16,387.71    | 16,712.29    | 50      | 33,618.1       |
| 686.1895 | Employee wellness services                      | 2,880.00     | 143.10        | .00          | 724.37       | 2,155.63     | 25      | 2,580.1        |
| 687.202  | Utility Billing Services                        | 2,700.00     | 268.85        | 124.08       | 1,244.89     | 1,331.03     | 51      | 1,718.1        |
| 687.204  | Janitorial Services                             | 2,000.00     | 49.17         | 344.16       | 245.85       | 1,409.99     | 30      | .0             |
|          | <i>Other Services &amp; Charges Totals</i>      | \$613,315.00 | \$51,755.65   | (\$5,537.67) | \$294,631.97 | \$324,220.70 | 47%     | \$915,715.0    |
|          | <i>Other Objects</i>                            |              |               |              |              |              |         |                |
| 720.001  | Provision for Bad Debts                         | 1,550.00     | 129.17        | .00          | 645.85       | 904.15       | 42      | 3,497.8        |
| 750.124  | Transfers to General Fund                       | 156,889.00   | 13,074.08     | .00          | 65,370.40    | 91,518.60    | 42      | 133,160.0      |
| 795.995  | GF Cost Distribution                            | 49,830.00    | 4,152.50      | .00          | 20,762.50    | 29,067.50    | 42      | 48,000.0       |
|          | <i>Other Objects Totals</i>                     | \$208,269.00 | \$17,355.75   | \$0.00       | \$86,778.75  | \$121,490.25 | 42%     | \$184,657.8    |
|          | <i>Inter-Dept. Allocations</i>                  |              |               |              |              |              |         |                |
| 795.999  | Allocation G&A Services                         | 31,350.00    | 1,840.71      | .00          | 11,590.28    | 19,759.72    | 37      | 33,565.9       |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

Exclude Rollup Account

| Account                                         | Account Description                    | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|-------------------------------------------------|----------------------------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| Inter-Dept. Allocations Totals                  |                                        | \$31,350.00    | \$1,840.71                 | \$0.00           | \$11,590.28      | \$19,759.72               | 37%           | \$33,565.9       |
| Capital Outlay                                  |                                        |                |                            |                  |                  |                           |               |                  |
| 900.1000                                        | Infrastructure Improvemts              | 250,000.00     | 6,975.50                   | 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              | (6,589.50)       | (538,410.50)              | 1             | (1,143,891.7     |
| Capital Outlay Totals                           |                                        | \$0.00         | \$6,975.50                 | \$251,330.00     | \$6,975.50       | (\$258,305.50)            | +++           | \$0.0            |
| Department 40 - Storm Water Utility Exp. Totals |                                        | \$1,213,321.00 | \$103,371.45               | \$251,400.06     | \$540,808.05     | \$421,112.89              | 65%           | \$1,467,030.1    |
| EXPENSE TOTALS                                  |                                        | \$1,213,321.00 | \$103,371.45               | \$251,400.06     | \$540,808.05     | \$421,112.89              | 65%           | \$1,467,030.1    |
| Fund 0033 - Stormwater Utility Fund Totals      |                                        |                |                            |                  |                  |                           |               |                  |
| REVENUE TOTALS                                  |                                        | 1,213,321.00   | 72,128.82                  | .00              | 365,146.33       | 848,174.67                | 30%           | 1,337,674.9      |
| EXPENSE TOTALS                                  |                                        | 1,213,321.00   | 103,371.45                 | 251,400.06       | 540,808.05       | 421,112.89                | 65%           | 1,467,030.1      |
| Fund 0033 - Stormwater Utility Fund Totals      |                                        | \$0.00         | (\$31,242.63)              | (\$251,400.06)   | (\$175,661.72)   | \$427,061.78              |               | (\$129,355.6     |
| Fund 0035 - Waste Management Fund               |                                        |                |                            |                  |                  |                           |               |                  |
| REVENUE                                         |                                        |                |                            |                  |                  |                           |               |                  |
| Department 00 - Revenue                         |                                        |                |                            |                  |                  |                           |               |                  |
| Charges for Services                            |                                        |                |                            |                  |                  |                           |               |                  |
| 344.001                                         | Refuse Col Chge-Resident               | 780,000.00     | 65,057.79                  | .00              | 326,618.95       | 453,381.05                | 42            | 773,071.0        |
| 344.002                                         | Refuse Col Chge-Comm                   | 130,000.00     | 12,201.63                  | .00              | 60,955.32        | 69,044.68                 | 47            | 137,652.8        |
| 344.003                                         | Sanitation Fee Penalties               | 15,000.00      | 1,314.59                   | .00              | 6,640.79         | 8,359.21                  | 44            | 15,685.3         |
| Charges for Services Totals                     |                                        | \$925,000.00   | \$78,574.01                | \$0.00           | \$394,215.06     | \$530,784.94              | 43%           | \$926,409.0      |
| Miscellaneous                                   |                                        |                |                            |                  |                  |                           |               |                  |
| 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          |
| Miscellaneous Totals                            |                                        | \$2,500.00     | \$0.00                     | \$0.00           | \$2,499.12       | \$0.88                    | 100%          | \$5,771.4        |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 <b>00 - Revenue Totals</b>         | \$928,967.00   | \$78,574.01                | \$0.00           | \$407,040.18     | \$521,926.82              | 44%           | \$944,856.00     |
|         | <b>REVENUE TOTALS</b>                         | \$928,967.00   | \$78,574.01                | \$0.00           | \$407,040.18     | \$521,926.82              | 44%           | \$944,856.00     |
|         | <b>EXPENSE</b>                                |                |                            |                  |                  |                           |               |                  |
|         | Department <b>31 - Residential Sanitation</b> |                |                            |                  |                  |                           |               |                  |
|         | <i>Personal Services</i>                      |                |                            |                  |                  |                           |               |                  |
| 400.101 | Regular Pay                                   | 262,268.00     | 20,405.31                  | .00              | 104,926.65       | 157,341.35                | 40            | 249,553.00       |
| 401.103 | Overtime                                      | 17,763.00      | 2,230.68                   | .00              | 11,532.50        | 6,230.50                  | 65            | 17,924.00        |
| 405.114 | FICA                                          | 21,422.00      | 1,721.79                   | .00              | 8,303.54         | 13,118.46                 | 39            | 18,995.00        |
| 406.116 | Retirement                                    | 39,161.00      | 3,403.67                   | .00              | 17,563.05        | 21,597.95                 | 45            | 38,415.00        |
| 408.125 | SCMIT Worker's Comp Ins.                      | 32,000.00      | 248.16                     | .00              | 22,472.55        | 9,527.45                  | 70            | 42,090.00        |
| 410.001 | Health Claims Cost                            | 50,361.00      | 4,379.56                   | .00              | 22,373.00        | 27,988.00                 | 44            | 48,894.00        |
| 410.002 | Health Claim Costs-Retire                     | 17,750.00      | 1,056.40                   | .00              | 5,541.88         | 12,208.12                 | 31            | 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   | \$33,445.57                | \$0.00           | \$192,713.17     | \$253,011.83              | 43%           | \$421,531.00     |
|         | <i>Supplies</i>                               |                |                            |                  |                  |                           |               |                  |
| 500.101 | Supplies and Materials                        | 5,000.00       | 435.72                     | .00              | 2,152.24         | 2,847.76                  | 43            | 5,274.00         |
| 501.101 | Uniforms and Clothing                         | 19,000.00      | 1,405.07                   | .00              | 7,516.64         | 11,483.36                 | 40            | 18,848.00        |
| 515.121 | Safety Supplies                               | 2,000.00       | .00                        | .00              | 195.18           | 1,804.82                  | 10            | 1,912.00         |
|         | <i>Supplies Totals</i>                        | \$26,000.00    | \$1,840.79                 | \$0.00           | \$9,864.06       | \$16,135.94               | 38%           | \$26,034.00      |
|         | <i>Other Services &amp; Charges</i>           |                |                            |                  |                  |                           |               |                  |
| 600.110 | SCMIRF Property/Liab Ins                      | 26,000.00      | .00                        | .00              | 13,186.86        | 12,813.14                 | 51            | 25,820.00        |
| 610.111 | Communications- Landline                      | 200.00         | 11.54                      | .00              | 69.23            | 130.77                    | 35            | 139.00           |
| 610.112 | Postage                                       | 500.00         | 45.69                      | .00              | 247.93           | 252.07                    | 50            | 519.00           |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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       | 58.00                      | .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       | 184.11                     | .00              | 584.62           | 621.38                    | 48            | 1,153.0          |
| 650.128                         | Water                                           | 440.00         | 37.17                      | .00              | 190.53           | 249.47                    | 43            | 427.1            |
| 650.129                         | Wastewater                                      | 680.00         | 57.50                      | .00              | 294.20           | 385.80                    | 43            | 661.1            |
| 650.130                         | Sanitation                                      | 455.00         | 36.92                      | .00              | 184.60           | 270.40                    | 41            | 443.0            |
| 650.133                         | Stormwater                                      | 50.00          | 4.28                       | .00              | 21.40            | 28.60                     | 43            | 51.1             |
| 650.134                         | Security Lights                                 | 527.00         | 43.89                      | .00              | 219.45           | 307.55                    | 42            | 526.0            |
| 650.1271                        | Electricity- Sales Tax                          | 4.00           | .42                        | .00              | 2.13             | 1.87                      | 53            | 1.8              |
| 660.136                         | Container Repairs                               | 5,000.00       | .00                        | .00              | 1,542.75         | 3,457.25                  | 31            | 3,337.1          |
| 660.139                         | Fleet Services Labor-RTA Mtce Allocation        | 25,000.00      | 3,352.62                   | .00              | 18,772.28        | 6,227.72                  | 75            | 31,916.4         |
| 660.145                         | Gasoline & Oil                                  | 41,170.00      | 4,138.76                   | .00              | 17,187.62        | 23,982.38                 | 42            | 46,164.0         |
| 660.1362                        | Roll-Out Purchases                              | 25,000.00      | .00                        | 9,742.73         | .00              | 15,257.27                 | 39            | 21,416.8         |
| 660.1391                        | Fleet Services -Departmental Expense Allocation | 50,000.00      | 6,005.40                   | .00              | 29,643.16        | 20,356.84                 | 59            | 60,463.1         |
| 660.1392                        | Fleet Svcs- Outside Vends                       | 1,000.00       | 27.50                      | .00              | 440.00           | 560.00                    | 44            | 385.0            |
| 685.182                         | Other Operating Expenses                        | 1,500.00       | .00                        | .00              | 1,213.77         | 286.23                    | 81            | 3,485.1          |
| 685.183                         | Depreciation                                    | 58,400.00      | 4,555.01                   | .00              | 22,775.05        | 35,624.95                 | 39            | 56,309.1         |
| 685.190                         | Landfill Fees                                   | 2,000.00       | .00                        | .00              | 43.20            | 1,956.80                  | 2             | 810.1            |
| 686.189                         | Employee Medical                                | 1,800.00       | .00                        | .00              | 196.90           | 1,603.10                  | 11            | 92.0             |
| 686.195                         | Repair/Maint Svc Contract                       | 2,800.00       | .00                        | .00              | .00              | 2,800.00                  | 0             | 12.9             |
| 686.1895                        | Employee wellness services                      | 3,000.00       | 228.98                     | .00              | 1,158.99         | 1,841.01                  | 39            | 3,806.9          |
| 687.202                         | Utility Billing Services                        | 4,000.00       | 544.21                     | 251.17           | 2,519.89         | 1,228.94                  | 69            | 3,478.9          |
| 687.203                         | Contract Services                               | 65,000.00      | 5,509.42                   | 5,452.90         | 27,547.10        | 32,000.00                 | 51            | 64,874.1         |
| 687.204                         | Janitorial Services                             | 2,000.00       | 245.84                     | 1,720.83         | 1,229.20         | (950.03)                  | 148           | .0               |
| Other Services & Charges Totals |                                                 | \$319,232.00   | \$25,087.26                | \$17,167.63      | \$139,328.86     | \$162,735.51              | 49%           | \$327,472.1      |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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              | 625.00           | 875.00                    | 42            | 7,581.00         |
| 720.005   | Loss on Asset Disposal                               | .00            | .00                        | .00              | .00              | .00                       | +++           | 15,253.00        |
| 730.120   | Recycling Labor                                      | 37,000.00      | 3,510.92                   | 6,564.73         | 11,935.27        | 18,500.00                 | 50            | 34,894.00        |
| 730.122   | Recycling Operating                                  | 5,000.00       | 272.44                     | .00              | 2,713.38         | 2,286.62                  | 54            | 5,431.00         |
| 795.001   | IT Internal Allocations                              | 6,500.00       | 280.22                     | .00              | 2,481.53         | 4,018.47                  | 38            | 6,572.00         |
| 795.995   | GF Cost Distribution                                 | 88,010.00      | 7,334.17                   | .00              | 36,670.85        | 51,339.15                 | 42            | 84,770.00        |
|           | <i>Other Objects Totals</i>                          | \$138,010.00   | \$11,522.75                | \$6,564.73       | \$54,426.03      | \$77,019.24               | 44%           | \$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 <b>31 - Residential Sanitation</b> Totals | \$928,967.00   | \$71,896.37                | \$23,732.36      | \$396,332.12     | \$508,902.52              | 45%           | \$929,542.00     |
|           | <b>EXPENSE TOTALS</b>                                | \$928,967.00   | \$71,896.37                | \$23,732.36      | \$396,332.12     | \$508,902.52              | 45%           | \$929,542.00     |
|           | Fund <b>0035 - Waste Management Fund</b> Totals      |                |                            |                  |                  |                           |               |                  |
|           | <b>REVENUE TOTALS</b>                                | 928,967.00     | 78,574.01                  | .00              | 407,040.18       | 521,926.82                | 44%           | 944,856.00       |
|           | <b>EXPENSE TOTALS</b>                                | 928,967.00     | 71,896.37                  | 23,732.36        | 396,332.12       | 508,902.52                | 45%           | 929,542.00       |
|           | Fund <b>0035 - Waste Management Fund</b> Totals      | \$0.00         | \$6,677.64                 | (\$23,732.36)    | \$10,708.06      | \$13,024.30               |               | \$15,313.00      |
|           | Fund <b>0086 - Seized and Forfeited</b>              |                |                            |                  |                  |                           |               |                  |
|           | <b>REVENUE</b>                                       |                |                            |                  |                  |                           |               |                  |
|           | Department <b>00 - Revenue</b>                       |                |                            |                  |                  |                           |               |                  |
|           | <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: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT



# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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 <b>00 - Revenue</b> Totals      | \$91,400.00    | \$0.00                     | \$0.00           | \$0.00           | \$91,400.00               | 0%            | \$30,954.4       |
|          | <b>REVENUE TOTALS</b>                      | \$91,400.00    | \$0.00                     | \$0.00           | \$0.00           | \$91,400.00               | 0%            | \$30,954.4       |
|          | <b>EXPENSE</b>                             |                |                            |                  |                  |                           |               |                  |
|          | Department <b>05 - Police</b>              |                |                            |                  |                  |                           |               |                  |
|          | <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 &amp; Charges</i>        |                |                            |                  |                  |                           |               |                  |
| 610.1110 | Communications- Wireless                   | 1,200.00       | 98.76                      | 58.03            | 403.67           | 738.30                    | 38            | 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       | 209.68                     | .00              | 774.69           | 1,075.31                  | 42            | 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 &amp; Charges Totals</i> | \$36,600.00    | \$308.44                   | \$58.03          | \$4,185.07       | \$32,356.90               | 12%           | \$11,239.0       |
|          | <i>Capital Outlay</i>                      |                |                            |                  |                  |                           |               |                  |
| 900.4100 | Vehicles                                   | 37,500.00      | .00                        | .00              | .00              | 37,500.00                 | 0             | .0               |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT





# Budget Performance Report

16.J.d

Fiscal Year to Date 11/30/19

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     | 8,835.84      | .00              | 9,733.30         | 266.70         | 97      | .0             |
|          | <i>Capital Outlay Totals</i>                   | \$47,500.00   | \$8,835.84    | \$0.00           | \$9,733.30       | \$37,766.70    | 20%     | \$0.0          |
|          | Department <b>05 - Police</b> Totals           | \$91,400.00   | \$9,144.28    | \$58.03          | \$13,918.37      | \$77,423.60    | 15%     | \$11,239.8     |
|          | <b>EXPENSE TOTALS</b>                          | \$91,400.00   | \$9,144.28    | \$58.03          | \$13,918.37      | \$77,423.60    | 15%     | \$11,239.8     |
|          |                                                |               |               |                  |                  |                |         |                |
|          | Fund <b>0086 - Seized and Forfeited</b> Totals |               |               |                  |                  |                |         |                |
|          | <b>REVENUE TOTALS</b>                          | 91,400.00     | .00           | .00              | .00              | 91,400.00      | 0%      | 30,954.4       |
|          | <b>EXPENSE TOTALS</b>                          | 91,400.00     | 9,144.28      | 58.03            | 13,918.37        | 77,423.60      | 15%     | 11,239.8       |
|          | Fund <b>0086 - Seized and Forfeited</b> Totals | \$0.00        | (\$9,144.28)  | (\$58.03)        | (\$13,918.37)    | \$13,976.40    |         | \$19,714.1     |
|          |                                                |               |               |                  |                  |                |         |                |
|          | Grand Totals                                   |               |               |                  |                  |                |         |                |
|          | <b>REVENUE TOTALS</b>                          | 33,207,781.00 | 2,045,177.57  | .00              | 11,187,159.65    | 22,020,621.35  | 34%     | 31,962,331.8   |
|          | <b>EXPENSE TOTALS</b>                          | 33,076,422.00 | 1,879,296.26  | 1,369,488.97     | 13,243,259.81    | 18,463,673.22  | 44%     | 32,392,911.7   |
|          | Grand Totals                                   | \$131,359.00  | \$165,881.31  | (\$1,369,488.97) | (\$2,056,100.16) | \$3,556,948.13 |         | (\$430,579.9   |

Attachment: Budget Performance Report - November 2019 (2017 : November 2019 Finance and IT