



AGENDA
CITY OF HARTSVILLE, SOUTH CAROLINA
PUBLIC HEARINGS AND REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 12, 2019 - 5:30 PM
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, FEBRUARY 08, 2019 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV.

1. CALL TO ORDER - MAYOR
2. INVOCATION AND PLEDGE
3. APPROVAL OF MINUTES
 - a. MOTION TO WAIVE READING OF AND APPROVE MINUTES OF JANUARY 08, 2019 REGULAR CITY COUNCIL MEETING AND JANUARY 22, 2019 SPECIAL CITY COUNCIL MEETING.
4. PRESENTATIONS
 - a. Random Acts of Kindness Proclamation
 - b. Year End 6-30-18 Audit Report - Sheheen Hancock & Godwin
5. MANAGER UPDATE
 - a. Miscellaneous Items from City Manager
 - b. Statement of Economic Interests Filing deadline 3/30/19

CONSENT AGENDA - Received as Information Only

- a. Committee Draft Minutes/Reports
January 2019 Draft Minutes/Reports
- b. Departmental Reports
January 2019 Reports

UNFINISHED BUSINESS

6. PUBLIC HEARING AND FINAL READING ORDINANCE 4358: APPROVAL TO LEASE A PORTION OF ALLEYWAY AT 120 SOUTH FIFTH STREET FROM THE TRUST COMPANY OF SOUTH CAROLINA.
 - a. Reading by Title and Presentation
 - b. Open/Close Public Hearing (state name and address for record)
 - c. Approval of Final Reading and Waiving of Complete Reading
7. PUBLIC HEARING AND FINAL READING ORDINANCE 4359: AN ORDINANCE AUTHORIZING THE SALE OF TAX MAP PARCEL NUMBER 056-09-03-004 LOCATED AT 559 WEST CAROLINA AVENUE CONSISTING OF 1.81 ACRES (+/-).
 - a. Reading by Title and Presentation
 - b. Open/Close Public Hearing (state name and address for record)
 - c. Approval of Final Reading and Waiving of Complete Reading

NEW BUSINESS

8. RESOLUTION 02-19-01: APPROVAL FOR HARTSVILLE POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE CHESTERFIELD COUNTY SHERIFF'S OFFICE.
9. FIRST READING ORDINANCE 4360: AUTHORIZING AND RATIFYING THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATING THERETO.
 - a. Reading by Title and Presentation
 - b. Approval of First Reading and Waiving of Complete Reading
10. FIRST READING ORDINANCE 4361: AN ORDINANCE TO AUTHORIZE THE SALE OF TAX MAP PARCEL NUMBER 057-03-01-005 AT 120 WEST WASHINGTON STREET CONSISTING OF .769 ACRES (+/-) TO DARLINGTON COUNTY HABITAT FOR HUMANITY.
 - a. Reading by Title and Presentation - City Manager
 - b. Approval of First Reading and Waiving of Complete Reading
11. FIRST READING ORDINANCE 4362: TO ANNEX AN APPROXIMATELY 1.00 (+/-) ACRE PARCEL OF LAND, TAX MAP NUMBER 057-08-01-001 LOCATED AT 1300 SOUTH FOURTH STREET INTO THE CITY LIMITS OF HARTSVILLE.
 - a. Reading by Title and Presentation - City Manager
 - b. Approval of First Reading and Waiving of Complete Reading
12. MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4-70(a)(1) FOR DISCUSSION OF APPOINTMENTS TO HOUSING AUTHORITY OF HARTSVILLE BOARD.
13. MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION.
14. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

INFORMATION ONLY

- a. Calendars and Other Items

ADJOURNMENT

Please turn off or silence all mobile devices.

The City of Hartsville located at 100 E. Carolina Avenue, is an accessible facility.
For assistance call 843-383-3018.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

January 8, 2019 Regular City Council and January 22, 2019 Special City Council Minutes.

IMPACT IF DENIED:

ATTACHMENTS:

Description

- ▣ January 8, 2019 Minutes
- ▣ January 22, 2019 Minutes



MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA
PUBLIC HEARING AND REGULAR CITY COUNCIL MEETING
TUESDAY, JANUARY 8, 2019 – 5:30 PM
COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

Mayor/Council:

Mayor Pennington
Mayor Pro-Tem Andrews
Councilmember Braddock
Councilmember Gammage
Councilmember Mack
Councilmember Wilson
Attorney - None
Press

Executive Staff:

City Manager Zeigler
City Clerk Skipper
Human Resources Director Ward
Fire Chief Burr
Police Chief Thompson
Public Service Director Slatton

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JANUARY 04, 2019 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE; AN ACCESSIBLE FACILITY, AND ON HARTSVILLESC.GOV.

Mayor Pennington called the meeting to order at 5:42pm and asked Councilmember Gammage to lead in the invocation and Pledge of Allegiance.

MOTION TO WAIVE READING OF AND APPROVE MINUTES OF DECEMBER 11, 2018 REGULAR CITY COUNCIL MEETING - APPROVED.

Motion: Wilson; Second: Mack; Carried: All ayes.

MANAGER UPDATE

Reminder that Statement of Economic Interests are due by 3/30/19. Information is included in agenda packet.

Marion Avenue Dedication of Marker and march to Jerusalem Baptist Church for MLK program from People to People will be January 21, 2019.

CONSENT AGENDA - Received as Information Only

UNFINISHED BUSINESS

PUBLIC HEARING AND FINAL READING ORDINANCE 4357: TO PROVIDE FOR THE ESTABLISHMENT AND AMENDMENT OF FEES AND RATES THAT ARE NECESSARY FOR THE OPERATION OF THE CITY OF HARTSVILLE - APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Braddock; Carried: with all ayes with the exception of Mack voting Nay.

NEW BUSINESS

FIRST READING ORDINANCE 4358: APPROVAL TO LEASE A PORTION OF ALLEYWAY AT 120 SOUTH FIFTH STREET FROM THE TRUST COMPANY OF SOUTH CAROLINA - APPROVED.

Approval of First Reading and Waiving of Complete Reading: Motion: Gammage; Second: Wilson;

Carried with all ayes.

RESOLUTION 01-19-01: APPROVAL TO APPLY FOR A SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY OFFICE OF HIGHWAY SAFETY GRANT – APPROVED.

Motion: Andrews; Second: Mack; Carried: All ayes.

PRESENTATIONS

Proclamation for National Law Enforcement Appreciation Day was presented to Hartsville Police Chief Jerry Thompson and several City Police Officers. The Mayor thanked them for their dedicated service and commitment to the citizens of Hartsville.

MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4- 70(a)(1)(2) FOR DISCUSSION OF APPOINTMENT TO ARCHITECTURAL REVIEW BOARD AND DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED SALE OF TAX MAP PARCEL 056-09-03-004 CONSISTING OF 1.81 ACRES (+/-) - APPROVED.

Motion: Mack; Second: Gammage; Carried: All ayes.

MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION - APPROVED.

Motion: Mack; Second: Gammage; Carried: All ayes.

UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

RESOLUTION 11-18-02: APPOINTMENT TO ARCHITECTURAL REVIEW BOARD – DEFEATED FOR LACK OF MOTION.

FIRST READING ORDINANCE 4359: AN ORDINANCE AUTHORIZING THE SALE OF TAX MAP PARCEL NUMBER 056-09-03-004 LOCATED AT 559 WEST CAROLINA AVENUE CONSISTING OF 1.81 ACRES (+/-) - APPROVED.

Approval of First Reading and Waiving of Complete Reading: Motion: Andrews; Second: Wilson;

Carried: with all ayes with the exception of Mack voting Nay.

ADJOURNMENT: Without objection at 6:14pm.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk



MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA
SPECIAL CITY COUNCIL MEETING
TUESDAY, JANUARY 22, 2019 – 12:00 PM
COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

Mayor/Council:

Mayor Pennington - Absent
Mayor Pro-Tem Andrews
Councilmember Braddock
Councilmember Gammage
Councilmember Mack
Councilmember Wilson- Absent
Attorney – None Present
Press – None Present

Executive Staff:

City Manager Zeigler - Absent
City Clerk Skipper
Public Service Director Slatton

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JANUARY 18, 2019 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE, AN ACCESSIBLE FACILITY, AND ON HARTSVILLESC.GOV.

Mayor Pro Tem Andrews called the meeting to order at 12:08pm and asked Councilmember Gammage to lead in the invocation and Pledge of Allegiance.

NEW BUSINESS

RESOLUTION 01-19-02: APPROVAL OF BID AWARD FOR PINE RIDGE PUMP STATION AND FORCE MAIN CLEARING AND GRUBBING - APPROVED.

Motion: Mack; Second: Gammage; Carried: All ayes.

Mayor Pro-Tem Andrews congratulated Councilmember Braddock on receiving the Citizen of the Year Award at the Annual Chamber Banquet.

ADJOURNMENT: Without objection at 12:11pm.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Proclaiming February as Random Acts of Kindness Month.

ATTACHMENTS:

Description

- ▣ Random Acts of Kindness Proclamation



Proclamation



WHEREAS, kindness is fundamental to human experience and essential to the success of human relationships; and,

WHEREAS, kindness transcends those boundaries we place among ourselves and is one of our most important human tools in connecting with one another, enhancing the emotional climate around us, and bringing good into the world; and,

WHEREAS, "Random Acts of Kindness are those kind, noble and just nice things we do for no reason except that, momentarily, the best of our humanity has sprung into full bloom...you are doing not what life requires of you, but what the best of your human soul invites you to do"; and,

WHEREAS, doing Random Acts of Kindness gives people a measurable boost of happiness; and,

WHEREAS, Random Acts of Kindness are a way to bring about important changes by empowering and uplifting the community; and,

WHEREAS, the goal of Random Acts of Kindness Month is to reverse the tide of anger and violence in our society by increasing self-esteem and deepening our connection with others through the practice of simple, day-to-day kindness to our fellow humankind; and,

WHEREAS, everyone can participate in Random Acts of Kindness Month through an unlimited field of opportunities and activities as reflected through the needs and interests of those persons they come in contact with during the month; and,

WHEREAS, everyone in the Hartsville community should be encouraged to practice Random Acts of Kindness, in the spirit of compassion, kindness, and goodwill toward all persons.

NOW, THEREFORE, I, Carl M. (Mel) Pennington IV, Mayor of the City of Hartsville in the State of South Carolina do hereby proclaim the month of February, 2019 as

"RANDOM ACTS OF KINDNESS MONTH"

in the City of Hartsville, and I urge all citizens to practice acts of kindness, not just this month, but 365 days a year, because any day, week or month is a good time to remind all of us of the need to remember that respect, dignity, compassion and humility are four essential ingredients in the creation and maintenance of a civilized society.



IN WITNESS THEREOF, I hereunto set my hand and cause to be affixed the seal of the City of Hartsville.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Annual Audit Report for City of Hartsville



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Misc Items from City Manager.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Reminder of SEI March 30, 2019 filing deadline.

ATTACHMENTS:

Description

- ▣ SEI Filing Reminder for 3/30/19

STATE OF SOUTH CAROLINA **STATE ETHICS COMMISSION**

PLEASE READ ALL INFORMATION CAREFULLY BEFORE FILING ANY REPORTS ONLINE

The **2019** Statement of Economic Interests (SEI) report is **required** to be filed **electronically**. Paper copies of this report are **no longer accepted**. To file this report, please go to our website <http://ethics.sc.gov>. Electronic filing is **mandatory** and failure to file the required report electronically will result in a minimum **late filing penalty of \$100.00**. For new filers, please read the User's Guide found on our Home Page for (1) registering an account and (2) filing the 2019 Statement of Economic Interests report.

1. When is this report filed?

- A.** The annual report is filed annually by March 30. Interims and new filers should register an account and file "upon assuming the duties."
- B. Please note:** This annual report is not required if you are not holding an elected, appointed or employee position on March 30, 2019.
- C. Please note:** Any person who is added due to promotion, new hire (including interims), change in staff organization, etc., is required to file the Statement of Economic Interests report immediately upon assuming the duties of the new position.

2. Where do you file this report online? Go to our website <http://ethics.sc.gov> and click on "electronic filing."

If this is your first time filing, you must **first create a user account**. Go to our website <http://ethics.sc.gov> and click on "electronic filing." Read the information on that page carefully and click on **"create a user account."** After you create a username, create a password, and enter a valid e-mail address, then click "next." **There are several steps in creating a user account. Read and follow the instructions carefully.** Please click on **"I am a candidate or elected official"** if you are a candidate or elected. Click on **"I only need to file a Statement of Economic Interests"** if you are an appointed official or government employee.

After you create a user account you will receive this message: "You have successfully completed registration. Please [click here](#) to login to your account." You are now ready to start filing your first report.

Reset Password

NOTE: New password requirements: Minimum of 8 characters containing at least one number, one symbol (examples: \$! # % & @ ? * +), one capital letter, and one small letter. Password cannot contain the username.

If you know your username but forgot your password, reset the password using the instructions below. If you don't know your username, contact our office.

Elected Officials

Instructions on how to reset your password

Go to our website <https://ethics.sc.gov> and up top next to User Guides, click on "Electronic Filing."

Click "**forgot your password.**"

Enter your username and click "**next**".

Instructions on password retrieval will be sent to the e-mail address in your account. Please read and follow the instructions to reset your password. After you reset your password, you will be directed to your account on our website. Enter your username and password. Then click on "login." Go to the column on the left side of your screen and under Electronic Filing click on "Statements of Economic Interests" (the second little dot). Then click the yellow box that says "**start a new filing**" and complete the 2019 Statement of Economic Interests report.

Appointed Officials and Government Employees

Instructions on how to reset your password:

Go to our website <http://ethics.sc.gov> and up top next to User Guides, click on "Electronic Filing."

Click "**forgot your password.**"

Enter your username and click "**next**".

Instructions on password retrieval will be sent to the e-mail address in your account. Please read and follow the instructions to reset your password. After you reset your password, you will be directed to your account on our website. Enter your username and password. Then click on "login." Scroll down and click the yellow box that says "**start a new filing**" and complete the 2019 Statement of Economic Interests report.

How do you file the Statement of Economic Interests report online?

Go to our website: <http://ethics.sc.gov>.

Click **“electronic filing.”**

Enter your username and password.

Click on **“login.”**

Note: Candidates and elected officials will have to click on the second dot on the left side for **“Statements of Economic Interests”**

Note: Appointed Officials and Government Employees will just scroll down.

Click on **“start a new filing” (all elected officials, appointed officials and employees).**

There are several steps in completing this report. Please read and follow the instructions carefully.

Please Note: When you file the 2019 Statement of Economic Interests report you must select the year 2019; however, the information you enter on that report is **from the previous calendar year (2018).**

For example: The **2019** report is due by March 30, 2019. The filing year will be **2019**, but the information you enter on this report is from **January 1 through December 31, 2018.**

Select the filing year and click **“next.”**

Select position status and click **“next.”**

For the next sections, please **read carefully** and enter the information concerning your position status.

Next the system will ask: “How would you like to continue?” Please read carefully, select one of the items listed and click “next.” Clicking the “skip for now” box means you don’t have any information to report for that section.

Additional Information

Effective January 1, 2017 - NEW REQUIREMENT FOR INFORMATION UNDER “INCOME & BENEFITS”

Report anything of value that must be reported on an IRS form:

You (the filer) must disclose (1) the source (name of Employer) and (2) the type (i.e., salary, rental income, vehicle, etc.) of any private income/benefit received in the previous year (2018) by you or a member of your immediate family (dependents) under the Income & Benefits section of the 2019 SEI. The dollar amount is required **ONLY** for government income. The dollar amount box will close when you click on “private.”

The following income is not disclosed: retirement, annuity, pension, IRA, disability, or deferred compensation payments received by you. It also does not include income received from a court order, a savings, checking or brokerage account, and a mutual or

similar fund. State retirement, disability, social security, and private unemployment are not disclosed.

Report Instructions read: "Any full-time or part-time income or benefit received by you from governmental entities in South Carolina during the prior calendar year must be disclosed. 'Governmental entity' means the State, a county, municipality, or political subdivision thereof with which a public official, public member, or public employee is associated or employed. 'Governmental entity' also means any charitable organization or foundation, but not an athletic organization or athletic foundation which is associated with a state educational institution and which is organized to raise funds for the academic, educational, research, or building programs of a college or university. Generally, this amount is the same as the gross amount reported on your W-2 form. If you receive a W-2 form or 1099 MISC for use of a publicly-owned vehicle or a government residence, then it must also be disclosed.

Contact Us

For more general information about the Statement of Economic Interests Report please go to our website <http://ethics.sc.gov> and click on "Statement of Economic Interests" (located on the left side of the computer screen). You can also go to the User Guides for directions on how to file your report electronically (located on the Home Page) or contact our office if you have any questions.

The State Ethics Commission staff members are available to assist you with electronic filing. Please contact our office:

**Office Hours:
Monday - Friday
8:30 AM – 5:00 PM
803/253-4192**



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Committee Draft Minutes and Reports for January 2019.

ATTACHMENTS:

Description

- ▣ Housing Authority
- ▣ Museum
- ▣ Planning Commission
- ▣ Council African American Cemetery Committee

MINUTES

**HOUSING AUTHORITY OF HARTSVILLE BOARD OF COMMISSIONERS
TUESDAY, JANUARY 29, 2019 REGULAR MEETING – 10:00AM
SOUTH PARK APARTMENTS - 1301 SOUTH 5TH STREET**

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON JANUARY 24, 2019 AND DULY POSTED AT HOUSING AUTHORITY OF HARTSVILLE LOCATED AT 1301 SOUTH FIFTH STREET.

Commissioners Present: Kevin Wright, Ron Johnson and Francine Bachman.

Commissioners Absent: Chair Charles Douglas, Vice-Chair Phylanda Thomas, Ted Williams, Lunella Williams

Staff Present: Sylvia McElveen, Executive Director

City of Hartsville Representative: Sherron Skipper, Natalie Zeigler, Teresa Mack

Press: None

Chair Douglas had asked Commissioner Bachman to Chair the meeting in his absence.

Due to lack of a quorum, no business was conducted.

Discussion:

On request of Commissioners Johnson and Wright for a special meeting in order to approve the maintenance plan, which must be approved by the Board and submitted to HUD by end of business on January 31, 2019, Commissioner Bachman, serving as Chair, placed a call to Charles Douglas, Chair, requesting a Special Meeting on Thursday, January 31, 2019. Commissioner Wright spoke with Chair Douglas explaining the purpose of the Special Meeting. The Special Meeting was called by Chair Douglas for Thursday, January 31, 2019 at 10:00am.

Charles Douglas, Chair

Sylvia McElveen, Executive Director

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON



MINUTES
CITY OF HARTSVILLE
MUSEUM COMMISSION SPECIAL MEETING
WEDNESDAY, JANUARY 30, 2019 AT 6:30PM
THE EDITION – 221 NORTH FIFTH STREET

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON SATURDAY JANUARY 26, 2019 AND DULY POSTED AT THE EDITION AND ON HARTSVILLESC.GOV.

Members present: Chairman Dr. Mac Chapman, John Nichols, Patty Holley, Phyllis Fields, Sue Brand.

Members Absent: Colin Hungerpillar, Steve Tinney, Judi Elvington and Paula Alvarez.

Staff: Kathy Dunlap, Museum Director, Gina Tiller, City of Hartsville Operations Manager and Andrea Powell, Hartsville Museum Manager.

Call to Order

Chairman Dr. Mac Chapman called the meeting to order at 6:35.

New Business

Museum Director, Kathy Dunlap, gave members two handouts from different plumbing companies with descriptions and estimates to pull in new 4" HDPE pipe through the existing cast iron pipe going to the restrooms at The Edition, 221 North Fifth Street. Phyllis Fields made a motion to accept the bid from Anderson Plumbing and Industrial, Inc. Anderson's bid for \$17,700 includes replacing the concrete and flooring in the restroom and on the street after demolition. Dunlap added that half of the funds for the project would come from the City. Patty Holley seconded the motion and all present agreed by a show of hands.

Adjournment

Sue Brand made a motion to adjourn at 7:15 that was seconded by Phyllis Fields.

Attest: _____
Museum Commission Chairman

Attest: _____
Kathy Dunlap



MINUTES
CITY OF HARTSVILLE
PLANNING COMMISSION MEETING
MONDAY, JANUARY 28, 2019 - 5:30PM
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JANUARY 25, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE; AN ACCESSIBLE FACILITY.

Members present: Chairman Curtis Lee, Vice Chairman Chris Shirley, Casey Hancock, Rebecca McDonald, Nancy McGee, and Trevor McDonald. **Members Absent:** Mark Stellingworth. **Staff:** Brenda Kelley. **Guest:** None.
Press: Absent.

Call to Order

Chairman Curtis Lee called the meeting to order at 5:37pm.

Approval of Minutes

Nancy McGee made a motion to approve the November 26, 2018 minutes with the addition of language from the website regarding Economic Opportunity Zones; Second: McDonald; Carried: All in favor

Presentations

Complete Streets

Complete streets is an initiative that believes public streets should be accessible to everyone. Complete streets seeks to make communities and neighborhoods livable by ensuring all road users of all ages and disabilities can travel safely. Ms. Kelley provided each commissioner two post cards from South Carolina Livable Communities Alliance. She asked the commissioners to provide their information on one of the postcards. The commissioners asked for additional information about the initiative and the sponsoring organization before providing information.

Unfinished Business

Comprehensive Plan Updates

Each commissioner gave an update on his/her element if there was anything new to provide. Chairman Lee stated that the City of Hartsville is working toward acquiring a technical writer. He asked each member to review his/her draft and add to it if he/she can. He mentioned several economic development initiatives such as the Canal District, the Dillon Inland Port, the microbrewery, a local drone pilot company, etc. Chairman Lee also informed the commission that the Chamber was hosting an economic development luncheon on March 1, 2019. Vince Graham will be the speaker. A rooftop social will be held at the Mantissa on February 28, 2019. He encouraged everyone to attend.

New Business

Ordinance Revisions – Sign Regulations

Ms. Kelley presented revisions to the sign regulations. Chairman Lee asked Ms. Kelley to revise the format presented and email the revision to the commissioners at least a week prior to the February meeting.

Adjournment

McDonald made a motion to adjourn at 6:37pm; Second: Shirley; Carried: All in favor.

Signature

Date



REPORT

CITY OF HARTSVILLE, SOUTH CAROLINA
COUNCIL AFRICAN-AMERICAN CEMETERY COMMITTEE
TUESDAY, JANUARY 15, 2019 AT 3:00 PM
COUNCIL CHAMBERS – CITY HALL – 100 EAST CAROLINA AVENUE

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON TUESDAY, OCTOBER 23, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE.

Committee Members Present: Tre Gammage, Chair,
Committee Members Absent: Johnny Andrews, Mayor Pro-Tem
Guests Present: Ruth Segars, Naomi Maunill, Willie Williams, Jennifer Heusel, Pecolia Grove
Staff Present: Kennedy McGee, Lauren Baker, PIO

The following matters were discussed:

1. Saturday Clean Up
 - a) Clean up is scheduled for January 20, 9am-12pm weather permitting. Tre will notify group.
 - b) Mulch has been relocated and a tree removed in preparation of upcoming dedication.
2. Martin Luther king Day Marker Dedication- Prep Discussion
 - a) Discussion of event outlined all aspects; Program will begin at 11am, parking available at Jerusalem Baptist Church where shuttle bus will be available for transportation to cemetery as well as parking on site. Following the program, group will march from the cemetery to Jerusalem Baptist where additional program and reception will take place.

The next meeting will be held Tuesday, February 26 at 3 p.m. in City Hall Council Chambers.

Councilman Gammage closed the meeting at 3:18 p.m.

This is our report and recommendations to the full council.

Tre Gammage, Chair

Date



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Departmental Reports for January 2019

ATTACHMENTS:

Description

- ▣ Animal Control
- ▣ Business Navigator
- ▣ Code Enforcement Activity
- ▣ Code Enforcement - Issues Map
- ▣ Development
- ▣ Development - Permit Map
- ▣ Environmental Services
- ▣ Financial
- ▣ Financial Revenue
- ▣ Fire Incidents
- ▣ Fire Incidents by Zone
- ▣ Fire Recovery
- ▣ Grants
- ▣ Human Resources
- ▣ Main Street Hartsville
- ▣ Museum
- ▣ Parks & Recreation
- ▣ Police Statistics

City of Hartsville Fire Department

Hartsville, SC

This report was generated on 2/6/2019 10:25:18 AM



Events for Event Type for Event Category for Date Range

EventCategory:Animal Control | EventType:Animal Control

DATE	EVENT NAME	CATEGORY	LOCATION	HOURS
01/06/2019	W Carolina Avenue, 1 lab recovered roaming the area	Animal Control	At 13:04 animal control was called in reference to a lab roaming the area. The brown lab was recovered and safely housed at the kennels. At approximately 14:00 the owners claimed the dog, and he was returned home safely.	1
	Kaylee Ethridge			
01/07/2019	4th Street Dollar General, pitbull picked up at the request of leo.	Animal Control	4th Street Dollar General	2
	Kaylee Ethridge			
01/07/2019	W Home Avenue, dog walking the sidewalks unleashed	Animal Control	215 W Home Avenue	1
	Kaylee Ethridge			
01/08/2019	Lawton Park Goose with Fishing Line Entanglement	Animal Control	Lawton Park, Hartsville, SC	1
	Kaylee Ethridge			
01/09/2019	BiLo Parking Lot, 1 pitbull pickup.	Animal Control	BiLo parking lot 819 W Carolina Avenue	1
	Kaylee Ethridge			
01/11/2019	14th street in reference to a beagle with a leash	Animal Control	14th street & Russell Rd	0.5
	Kaylee Ethridge			
01/12/2019	113 Barefoot Street, a pot belly domesticated pig loose in the neighborhood.	Animal Control	113 Barefoot Street	0.5
	Kaylee Ethridge			
01/15/2019	416 W College Avenue 3 cats taken by traps	Animal Control	416 W College Avenue	0.5
	Kaylee Ethridge			

List of events in chronological order for given Category and Type. Displays participants, location, and duration.



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Page # 1

DATE	EVENT NAME	CATEGORY	LOCATION	HOURS
01/15/2019	Barefoot & W Carolina Avenue chihuahua returned to ownership	Animal Control	Barefoot & W Carolina	0.5
	Kaylee Ethridge			
01/15/2019	Dog traps were set at 133 Lakeshore Drive	Animal Control	133 Lakeshore Drive	1
	Kaylee Ethridge			
01/23/2019	Cat Traps On Easy St	Animal Control	416 Easy Street	1
	Kaylee Ethridge			
01/27/2019	Dog traps set on 8th street	Animal Control	8th Street & Brewer; 8th Street & Lincoln	1
	Kaylee Ethridge			
01/27/2019	Pit bull loose on Brewer	Animal Control	Brewer Ave & 8th Street	0.5
	Kaylee Ethridge			
01/29/2019	Cat in trap 416 W College	Animal Control	416 W College Avenue	1
	Kaylee Ethridge			
01/30/2019	Lab At City Hall	Animal Control	S Fourth Street & Carolina Avenue	2
	Kaylee Ethridge			

List of events in chronological order for given Category and Type. Displays participants, location, and duration.

Monthly Departmental Report: Navigator 2019



Comprehensive Plan

January 2019: Statistical information is still being gathered and the Natural Resources & Transportation Elements are almost complete. Many of the Planning Commission members have provided a lot of information online for the remaining elements. This information will be compiled and completed for the remaining elements within the next few months.

Ordinance Revision

January 2019: The Planning Commission met on January 28th to review the Alta Planning & Design Ordinance suggested changes. At this meeting, no action was taken so these ordinances will be further reviewed at February's Planning Commission meeting.

Historic Butler District Neighborhood Revitalization Strategy

January 2019: Staff will set up a meeting in February to see how the City of Hartsville may assist the district in potential projects for 2019.

CODES ENFORCEMENT ACTIVITY

TIME STAMP	TYPE ACTIVITY	SUBJECT PROPERTY	PROPERTY OWNER NAME	OWNER'S ADDRESS	Letter/ Report sent? Date	Follow up target date	Disposition: Open or Closed
10/19/17	IPMC	810 Butler St., Hartsville, SC 29550	Brockington, Joseph	206 Howard ST., Hartsville, SC	10-19-17		OPEN
1/16/18	DEMO	413 Sumter Ave., Hartsville, SC 29550	DCFLC	413 Sumter Ave., Hartsville,	1/16/18		CLOSED
1/16/18	DEMO	210 Howard St., Hartsville, SC 29550	DCFLC	1451 Hwy 90, Conway, SC	1/16/18		CLOSED
2/26/18	IPMC	313 Lincoln ave., Hartsville, SC 29550	Dorothy, Samuel	1210 Robinson Street, Hartsville,	2/26/18		OPEN
2/26/18	IPMC	1010 Myrtle St., Hartsville, SC 29550	Bevel, Marvel	880 Boynton Ave. Apt. 3H,	2/26/18		OPEN
2/26/18	IPMC	1310 Robinson St., Hartsville, SC 29550	Alsbrooks, Parolee	1310 Robinson St.,	2/26/18		OPEN
3/8/18	IPMC	414 Howard St., Hartsville, SC 29550	Robenson, Leona c/o	1307 Martin Luther King	6/5/18		OPEN
4/12/18	IPMC	315 Tilotson Ave., Hartsville, SC 29550	Forfeited Land Commission		4/11/18		OPEN
4/12/18	IPMC	322 Tilotson Ave., Hartsville, SC 29550	Forfeited Land Commission		4/11/18		OPEN
4/12/18	IPMC	717 Pitt St., Hartsville, SC 29550	Forfeited Land Commission		4/11/18		OPEN
4/13/18	IPMC	206 Sumter Ave., Hartsville, SC 29550	Forfeited Land Commission		4/12/18		OPEN
4/13/18	IPMC	823 Hampton St., Hartsville, SC 29550	Forfeited Land Commission		4/12/18		OPEN
4/13/18	IPMC	403 Howard St., Hartsville, SC 29550	Forfeited Land Commission		4/12/18	1/31/19	CLOSED
4/13/18	IPMC	411 Howard st., Hartsville, SC 29550	Forfeited Land Commission		4/12/18		OPEN
4/13/18	IPMC	311 Howard St., Hartsville, SC 29550	Forfeited Land Commission		4/12/18		OPEN
5/17/18	IPMC	907 Myrtle St., Hartsville SC 29550	Forfeited Land Commission		5/17/18		OPEN
5/17/18	IPMC	1005 Robinson St., Hartsville, SC 29550	Forfeited Land Commission		5/17/18		OPEN
5/17/18	IPMC	909 Hampton St., Hartsville, SC 29550	Forfeited Land Commission		5/17/18		OPEN

5/17/18	IPMC	413 Brewer Ave., Hartsville, SC 29550	Redmond, Evan	185 West St., Weymouth, MA	5/17/18	OPEN
5/17/18	IPMC	222 Jasper Ave., Hartsville, SC 29550	Forfeited Land Commission		5/17/18	OPEN
6/25/18	IPMC	702 Hudson St., Hartsville, SC 29550	Mudde, Rene & Laura	136 Wakefield Dr., Hartsville,	6/25/18	OPEN
6/29/18	IPMC	Off of Fifth St., Hartsville, SDC 29550	SC Development Properties c/o	100 S. Elm St., Suite 430,	6/29/18	OPEN
7/13/18	IPMC	921 Spring Court, Hartsville, SC 29550	Edwards, Wayne	4411 Church Ave. #6H,	9/19/18	OPEN
7/24/18	IPMC	326 Marion Ave., Hartsville, SC 29550	Hinson, Mae Canete	3052 Drakeshore Dr.,	7/24/18	OPEN
7/24/18	IPMC	322 Marion Ave., Hartsville, SC 29550	Ham, Robert	104 S.	7/24/18	CLOSED
7/27/18	IPMC	612 Howard St., Hartsville, SC 29550	Liberty Hill Holiness Church	Darlington Ave., 516 Society Avenue,	7/27/18	OPEN
8/23/18	IPMC	723 Hudson St., Hartsville, SC 29550	Jackson, Donald and Vanessa	PO Box 14092, Florence, SC	8/23/18	OPEN
9/21/18	IPMC	509 E. Howard St., Hartsville, SC 29550	Mayhew, Edwin	140 Middleboro Circle, Franklin,	9/21/18	CLOSED
9/26/18	IPMC	315 Logan Ave., Hartsville, SC 29550	Capers, Garry c/o Linda Capers	309 Pebble Way, Durham, NC	9/26/18	OPEN
10/25/18	IPMC	718 Azalea Circle, Hartsville, SC 29550	Johnson, Gwen	718 Azalea Circle, Hartsville,	10/25/18	CLOSED
10/25/18	IPMC	707 Plantation Road, Hartsville, SC 29550	McCullough, Aldreana	707 Plantation Road, Hartsville,	10/25/18	CLOSED
10/30/18	License	416 W. College Ave., Hartsville, SC 29550	Richard's Tree Service		10/30/18	OPEN
11/27/18	IPMC	404 S. Eleventh St., Hartsville, SC 29550	Grigg, Ellyn	404 S. Eleventh St., Hartsville,	11/27/18	OPEN
12/7/18	IPMC	Corner of W. Homes & N. Fifth St., Hartsville, SC	Gandy, Harry James	5943 NC Hwy 194S, Todd, NC	12/7/18	CLOSED
12/17/18	IPMC	404 Sumter Ave, Hartsville, SC 29550	Davis, John % Rose Carraway	6454 Society Hill Rd, Society Hill,	12/17/18	OPEN
12/17/18	IPMC	729 E. Home Ave, Hartsville, SC 29550	Coward Jacob Wells & Xochitt	903 Pinetree Terrace,	12/17/18	OPEN
12/18/18	IPMC	317 Arbor Dr., Hartsville, SC 29550	Prescott, Edward Jr., & Carrie Bell	317 Arbor Dr., Hartsville, SC	12/18/18	CLOSED
1/2/19	License	1495 Retail Row, Hartsville, SC 29550	Advanced Mechanical		1/2/19	CLOSED

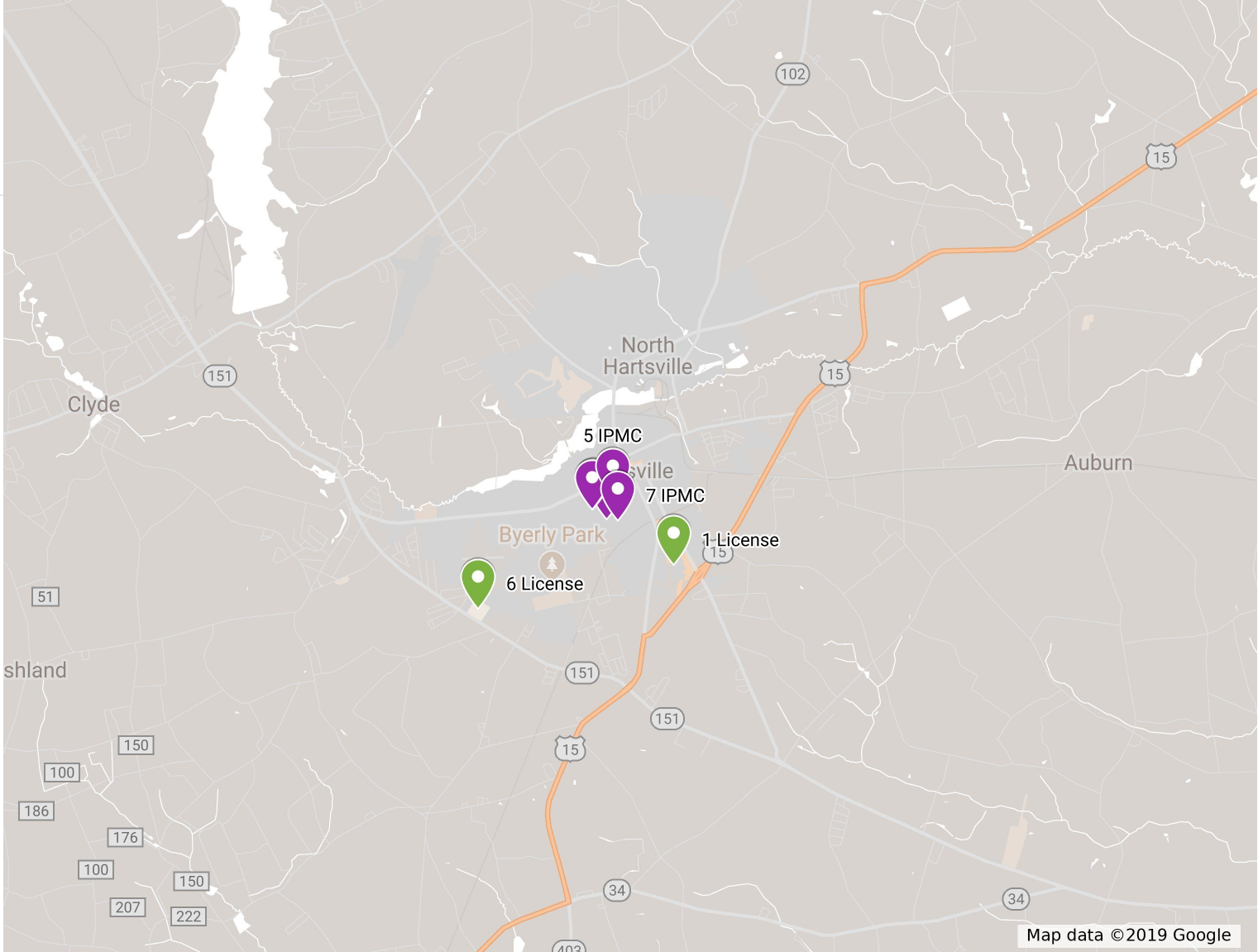
1/2/19	IPMC	District 2	Routine Patrol				
1/3/19	IPMC	District 1, 3	Routine Patrol				
1/4/19	IPMC	600 S. Eighth St., Hartsville, SC 29550	Young, Donovan & Robin	1/3/19	1/3/19	CLOSED	
1/5/19	IPMC	District 4,6	Routine Patrol				
1/8/19	IPMC	District 4	Routine Patrol				
1/9/18	IPMC	District 1,2,3	Routine Patrol				
1/22/19	IPMC	District 2	Routine Patrol				
1/23/19	IPMC	District 1,2,3	Routine Patrol				
1/24/19	IPMC	District 4	Routine Patrol				
1/24/19	IPMC	429 Sumter Avenue, Hartsville, SC 29550	Jackson, Louise	1/24/19		OPEN	
1/24/19	IPMC	431 Sumter Ave., Hartsville, SC 29550	Triplett, Earlene Koonce &	1/24/19		OPEN	
1/24/19	IPMC	Sumter Ave., Hartsville, SC 29550	Funderburk, Tim	1/24/19		OPEN	
1/24/19	License	1304 Bobo Newsome Hwy., Hartsville, SC 29550	Brady Boiler Services, Inc	1/24/19	1/24/19	CLOSED	
1/25/19	IPMC	Marion Ave., Hartsville, SC 29550	Heatley, Blondell Etal	1/25/19		OPEN	
1/25/19	IPMC	District 5,6	Routine Patrol				
1/28/19	IPMC	District 2	Routine Patrol				
1/29/19	IPMC	District 1,4,3	Routine Patrol				
1/30/19	IPMC	District 5,6	Routine Patrol				
1/31/19	IPMC	District 2	Routine Patrol				

City of Hartsville Monthly Codes Enforcement Issues 2019

Code Enforcement Activity Log
for Map Jan 201901

IPMC
License

Log of code enforcement
issues for each month in 2019.



MONTHLY DEVELOPMENT REPORT

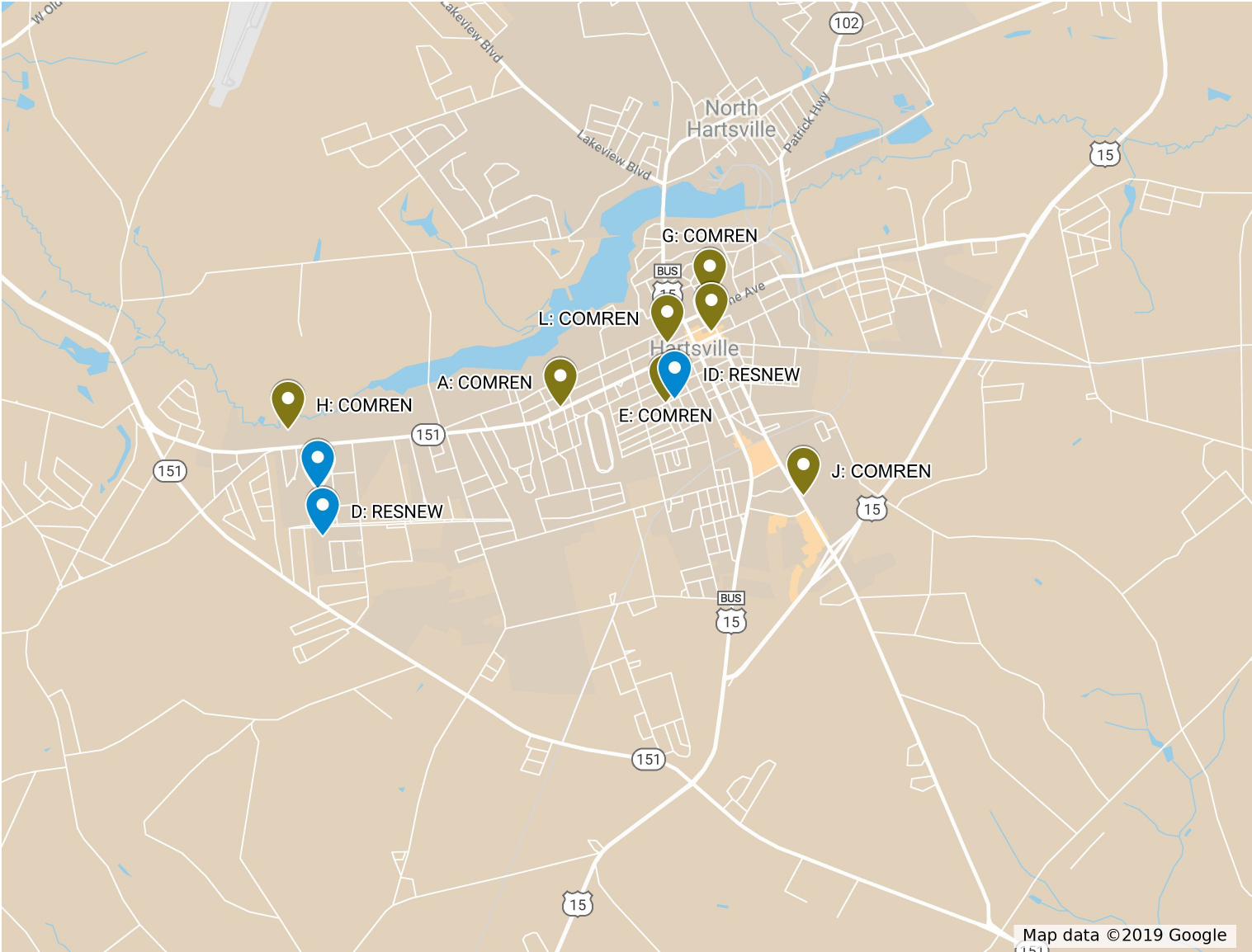
PERMITS ISSUED		Jan-19					
			Number	Est. construction		Fees	
			of permits	cost	YTD	paid	YTD
	Building		21	\$ 925,873.04	\$ 3,487,725.11	\$ 3,998.50	\$ 17,269.50
	Electrical		5	\$ 7,000.00	\$ 151,929.30	\$ 255.00	\$ 2,870.00
	Gas		0		\$ 8,610.25		\$285.00
	Mechanical		2	\$ 4,722.00	\$ 1,236,574.66	\$ 61.00	\$ 12,586.00
	Plumbing		1	\$ 800.00	\$ 59,018.65	\$ 45.00	\$ 1,355.00
	TOTAL		29	\$ 938,395.04	\$ 4,943,857.97	\$ 4,359.50	\$34,365.50
PLAN REVIEWS							
	Number	4					
	Fees paid	\$ 1,409.50					
AD ZBOA	Number						
	Fees paid						
ZONING PERMITS (signs)							
	Total						
ZONING PERMITS(building)		4					
	Total issued	\$95.00					
Demolition		2	\$ -		PLAT REVIEW	\$50.00	
Well		0			HOME OCCUP.	\$ 25.00	
Re-inspection fees		5	\$ 175.00				
Maps		0	\$ -				

City of Hartsville Monthly New Permits 2019

City of Hartsville Permits for Map
Jan 201901

COMREN
RESNEW

New residential and commercial construction permits issued each month in 2019.



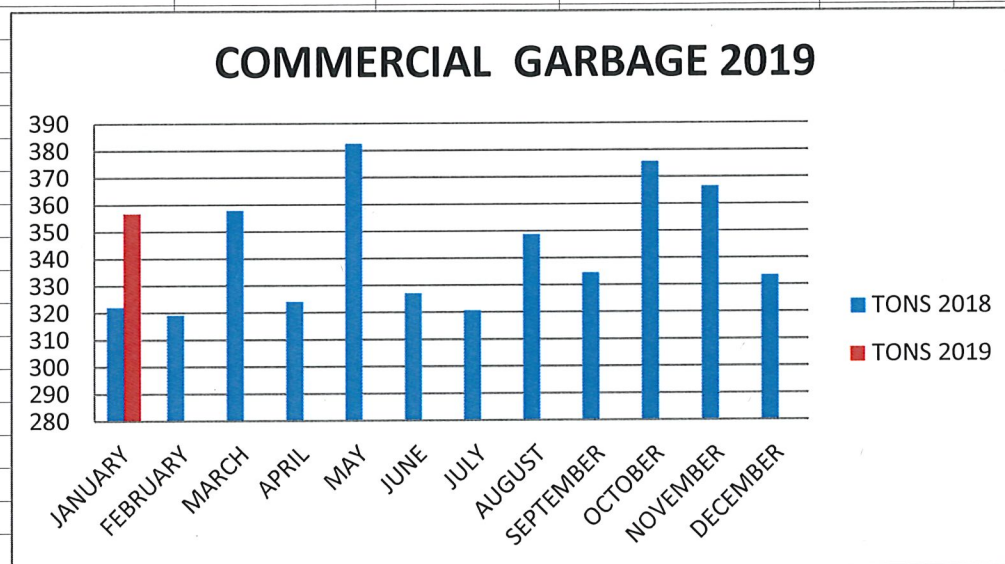
Monthly Departmental Report: Environmental Services



JANUARY

2019

Departmental Report: Environmental Services					
COMMERCIAL GARBAGE 2019					
<u>MONTH</u>	<u>TONS 2018</u>	<u>TONS 2019</u>	<u>GAIN/LOSS</u>		
JANUARY	322.12	356.77	34.65+		
FEBRUARY	319.14				
MARCH	357.85				
APRIL	324.04				
MAY	382.45				
JUNE	327.02				
JULY	320.62				
AUGUST	348.76				
SEPTEMBER	334.49				
OCTOBER	375.63				
NOVEMBER	366.45				
DECEMBER	333.47				
TOTALS	4112.04				

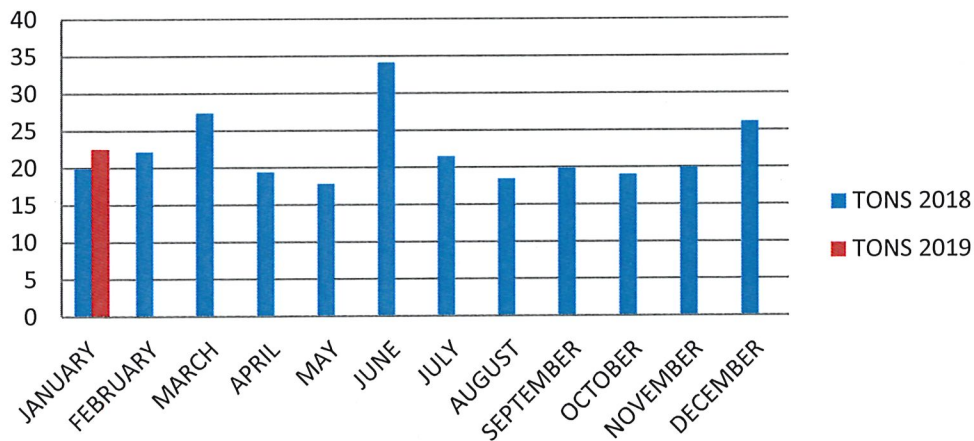


Departmental Report: Environmental Services

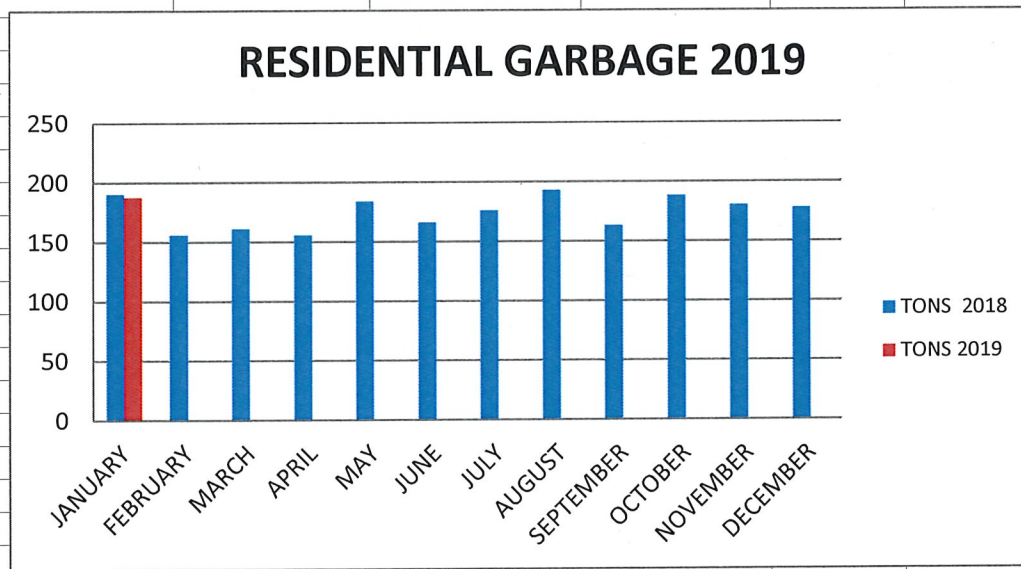
COMMINGLE MRF 2019

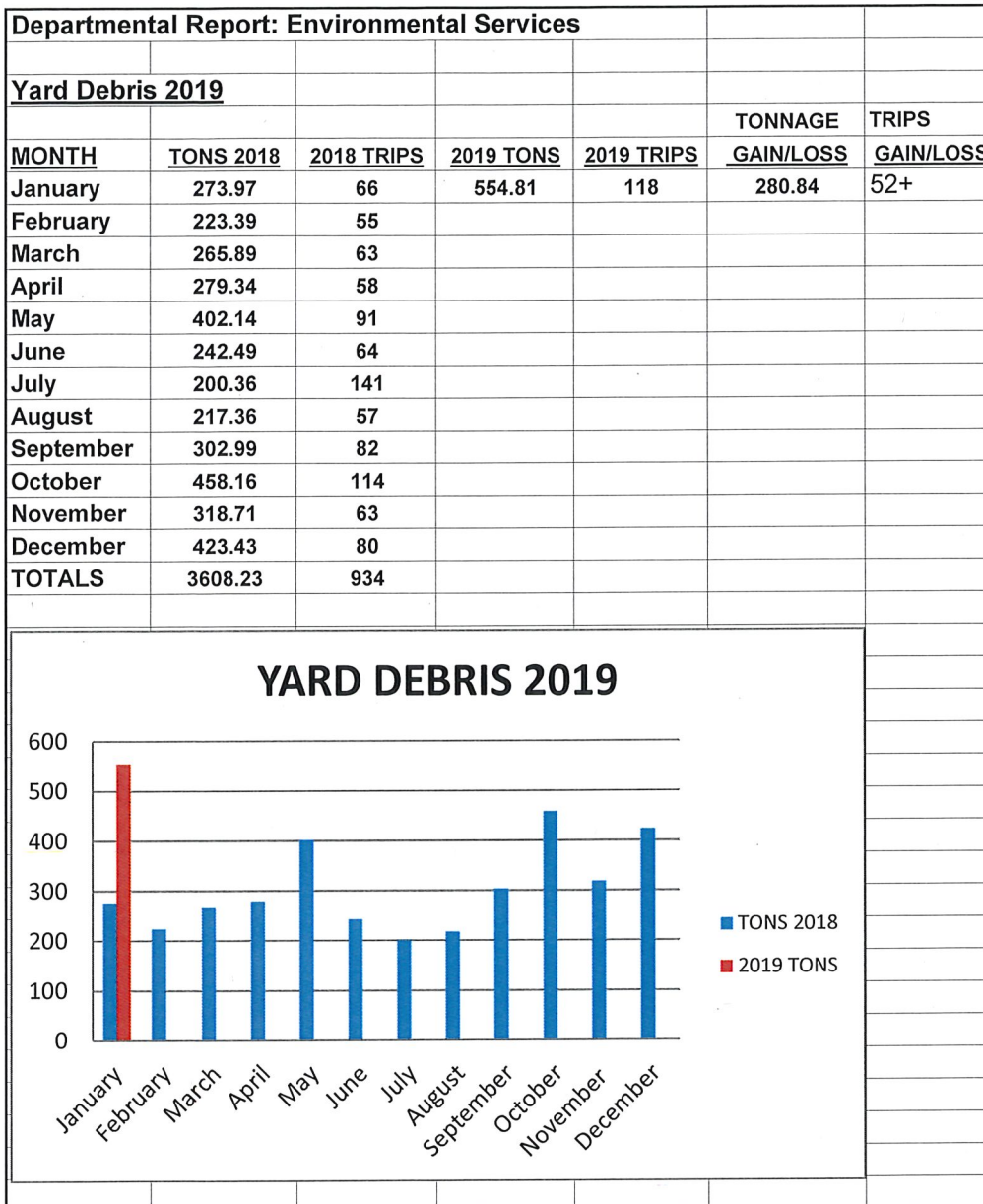
MONTH	TONS 2018	TONS 2019	GAIN/LOSS
JANUARY	19.9	22.55	2.65+
FEBRUARY	22.13		
MARCH	27.37		
APRIL	19.38		
MAY	17.79		
JUNE	34.11		
JULY	21.44		
AUGUST	18.43		
SEPTEMBER	19.88		
OCTOBER	19.00		
NOVEMBER	19.96		
DECEMBER	26.1		
TOTALS	265.49		

COMMINGLE MRF 2019



Departmental Report: Environmental Services					
RESIDENTIAL GARBAGE 2019					
MONTH	TONS 2018	TONS 2019	GAIN/LOSS		
JANUARY	190.29	187.67	2.62-		
FEBRUARY	155.85				
MARCH	160.95				
APRIL	155.62				
MAY	183.93				
JUNE	166.19				
JULY	176.06				
AUGUST	193.2				
SEPTEMBER	163.17				
OCTOBER	188.22				
NOVEMBER	180.45				
DECEMBER	177.9				
TOTALS	2091.83	187.67			







Monthly Financial Reports & Update

For the Month Ended January 31, 2019

Council Meeting 02/12/2019

City of Hartsville
General Fund Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Property Taxes	657,186.24	865,278.28	2,936,000.00	70.53%
Payments in Lieu	-	6,272.39	90,000.00	93.03%
Franchise Fees	-	457,166.26	638,500.00	28.40%
Penalties & Interest - Taxes	271.04	11,732.79	30,000.00	60.89%
Business Licenses	1,399.33	90,287.69	1,699,600.00	94.69%
Permits	6,214.00	41,743.50	78,700.00	46.96%
Tax Revenues - State	124,299.50	855,066.62	1,566,157.00	45.40%
Public Safety Fees	124,491.55	388,928.68	790,100.00	50.77%
Parks & Recreation Fees	4,140.50	16,839.50	21,500.00	21.68%
Fines	(3,463.69)	40,886.62	140,000.00	70.80%
Special Assessments	13,750.00	76,765.00	115,000.00	33.25%
Investment Earnings	-	122.71	-	0.00%
Rents	1,200.00	15,650.00	30,600.00	48.86%
Contributions & Donations	13,000.00	49,000.00	72,000.00	31.94%
Other Financing Sources	1,666.15	7,997.56	185,200.00	95.68%
Interfund Transfers	-	-	1,621,439.51	100.00%
Sale of Assets	2,734.73	12,163.66	15,000.00	18.91%
Extraordinary Items	-	-	-	0.00%
	946,889.35	2,935,901.26	10,029,796.51	70.73%
Expenditures				
General & Administrative	117,264.94	808,476.81	1,209,471.03	33.15%
Mayor & Council	10,800.46	105,402.19	206,737.48	49.02%
Court Operations	16,717.40	126,886.35	196,521.97	35.43%
City Manager	22,946.06	198,766.65	330,875.25	39.93%
Information Technology	29,365.71	177,195.50	240,000.00	26.17%
Finance	22,753.12	183,744.11	381,067.09	51.78%
Legal	130.00	29,991.78	75,000.00	60.01%
Human Resources	11,398.08	104,788.63	184,439.65	43.19%
Mainstreet	3,836.48	36,225.34	56,441.95	35.82%
Business Navigator	25,901.25	271,990.77	458,585.18	40.69%
Police Department	204,667.99	1,792,696.70	2,939,177.17	39.01%
Fire Department	207,906.02	1,049,981.42	1,621,929.34	35.26%
Victims Advocate	2,219.21	24,436.13	44,583.01	45.19%
Marketing/Tourism	14,325.46	104,869.13	162,638.10	35.52%
Operations Maintenance	7,612.51	45,592.95	70,916.14	35.71%
Parks & Recreation	34,326.45	381,723.03	728,441.15	47.60%
Streets & Grounds	42,124.77	444,186.31	772,004.18	42.46%
Museum Operations	9,199.06	76,732.70	135,817.82	43.50%
Cemetery Operations	11,234.33	60,890.44	104,400.00	41.68%
Airport Operations	9,008.03	85,389.16	110,750.00	22.90%
School Crossing Guards	2,057.10	17,961.11	-	0.00%
	805,794.43	6,127,927.21	10,029,796.51	38.90%
Net Revenue (Expenditures)	141,094.92	(3,192,025.95)	-	

**City of Hartsville
Utility Funds**

Water/Sewer Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Charges for Services	185,084.73	1,403,984.13	2,186,059.00	35.78%
Fees	168,856.20	1,245,185.60	2,321,198.00	46.36%
Investment Earnings	7.71	18,455.54	-	0.00%
Rents	51,559.30	188,001.70	125,000.00	-50.40%
Waterpark Services	1,310.88	930,130.16	1,811,600.00	48.66%
Other Financing Sources	-	1,554.49	-	0.00%
Accumulated Surplus	-	60,998.24	-	0.00%
	<u>406,818.82</u>	<u>3,848,309.86</u>	<u>6,443,857.00</u>	<u>40.28%</u>
Expenditures				
Water Expenditures	166,809.83	1,840,177.05	1,985,268.98	7.31%
Sewer Expenditures	112,103.79	1,153,143.82	2,214,924.15	47.94%
Waterpark Expenditures	24,809.14	1,480,153.60	1,811,600.00	18.30%
	<u>303,722.76</u>	<u>4,473,474.47</u>	<u>6,011,793.13</u>	<u>25.59%</u>
Net Revenue (Expenditures)	<u>103,096.06</u>	<u>(625,164.61)</u>	<u>432,063.87</u>	

Stormwater Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Stormwater Fees and Interfund transfers	4.00	28.00	106,255.43	99.97%
	<u>4.00</u>	<u>28.00</u>	<u>106,255.43</u>	<u>99.97%</u>
Expenditures				
Total Expenditures	5,051.18	40,941.79	105,796.87	61.30%
	<u>5,051.18</u>	<u>40,941.79</u>	<u>105,796.87</u>	<u>61.30%</u>
Net Revenue (Expenditures)	<u>(5,047.18)</u>	<u>(40,913.79)</u>	<u>458.56</u>	

**City of Hartsville
Misc Funds**

Environmental Services Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Fees	114,459.68	792,216.86	1,344,800.00	41.09%
Investment Earnings	164.70	555.15	-	0.00%
Other Financing Sources	-	-	-	0.00%
Interfund Transfers in	-	-	-	0.00%
Extraordinary Items	-	-	-	0.00%
	<u>114,624.38</u>	<u>792,772.01</u>	<u>1,344,800.00</u>	<u>41.05%</u>
Expenditures				
Total Expenditures	102,884.87	774,465.39	1,340,315.81	42.22%
	<u>102,884.87</u>	<u>774,465.39</u>	<u>1,340,315.81</u>	<u>42.22%</u>
Net Revenue (Expenditures)	<u>11,739.51</u>	<u>18,306.62</u>	<u>4,484.19</u>	

Infrastructure Park Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Payments in Lieu of Taxes	142,804.52	142,804.52	515,000.00	72.27%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	500.00	3,500.00	5,500.00	36.36%
Extraordinary Items	-	-	-	0.00%
	<u>143,304.52</u>	<u>146,304.52</u>	<u>520,500.00</u>	<u>71.89%</u>
Expenditures				
Total Expenditures	5,300.66	30,555.70	507,416.72	93.98%
	<u>5,300.66</u>	<u>30,555.70</u>	<u>507,416.72</u>	<u>93.98%</u>
Net Revenue (Expenditures)	<u>138,003.86</u>	<u>115,748.82</u>	<u>13,083.28</u>	

Debt Service Fund

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Property Tax Revenues	36,510.98	41,531.49	165,000.00	74.83%
	<u>36,510.98</u>	<u>41,531.49</u>	<u>165,000.00</u>	<u>74.83%</u>
Expenditures				
Total Expenditures	-	-	164,621.11	100.00%
	<u>-</u>	<u>-</u>	<u>164,621.11</u>	<u>100.00%</u>
Net Revenue (Expenditures)	<u>36,510.98</u>	<u>41,531.49</u>	<u>378.89</u>	

**City of Hartsville
Special Revenue Funds**

Hospitality Taxes Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Taxes	83,752.24	537,382.97	900,000.00	40.29%
Penalties & Interest - Taxes	-	3,000.31	2,600.00	-15.40%
Investment Earnings	-	-	-	0.00%
Interfund Transfers	-	-	92,500.00	100.00%
	<u>83,752.24</u>	<u>540,383.28</u>	<u>995,100.00</u>	<u>45.70%</u>
Expenditures				
Total Expenditures	2,248.35	91,186.88	995,100.00	90.84%
	<u>2,248.35</u>	<u>91,186.88</u>	<u>995,100.00</u>	<u>90.84%</u>
				0%
Net Revenue (Expenditures)	<u>81,503.89</u>	<u>449,196.40</u>	<u>-</u>	

Accommodations Taxes Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Taxes	9,045.32	130,835.01	185,000.00	29.28%
Investment Earnings	-	-	-	0.00%
	<u>9,045.32</u>	<u>130,835.01</u>	<u>185,000.00</u>	<u>29.28%</u>
Expenditures				
Total Expenditures	5,456.67	8,196.69	185,000.00	95.57%
	<u>5,456.67</u>	<u>8,196.69</u>	<u>185,000.00</u>	<u>95.57%</u>
Net Revenue (Expenditures)	<u>3,588.65</u>	<u>122,638.32</u>	<u>-</u>	

**City of Hartsville
Recreation Enterprise Funds**

Recreation Concessions Budget to Actual

	<i>Jan-19</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Concessions Revenue	310.00	26,359.98	92,000.00	71.35%
Extraordinary Items			13,000.00	0.00%
	310.00	26,359.98	105,000.00	74.90%
Expenditures				
Total Expenditures	(890.66)	25,152.27	105,000.00	76.05%
	(890.66)	25,152.27	105,000.00	76.05%
Net Revenue (Expenditures)	1,200.66	1,207.71	-	

Monthly Departmental Report: Finance



Monthly Revenue Report

Month of: January 2019

Hospitality taxes collected:	\$75,674.19
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Accommodation taxes collected:	\$11,342.78
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Revenue collected for Cemetery Lots:	\$1,140.00

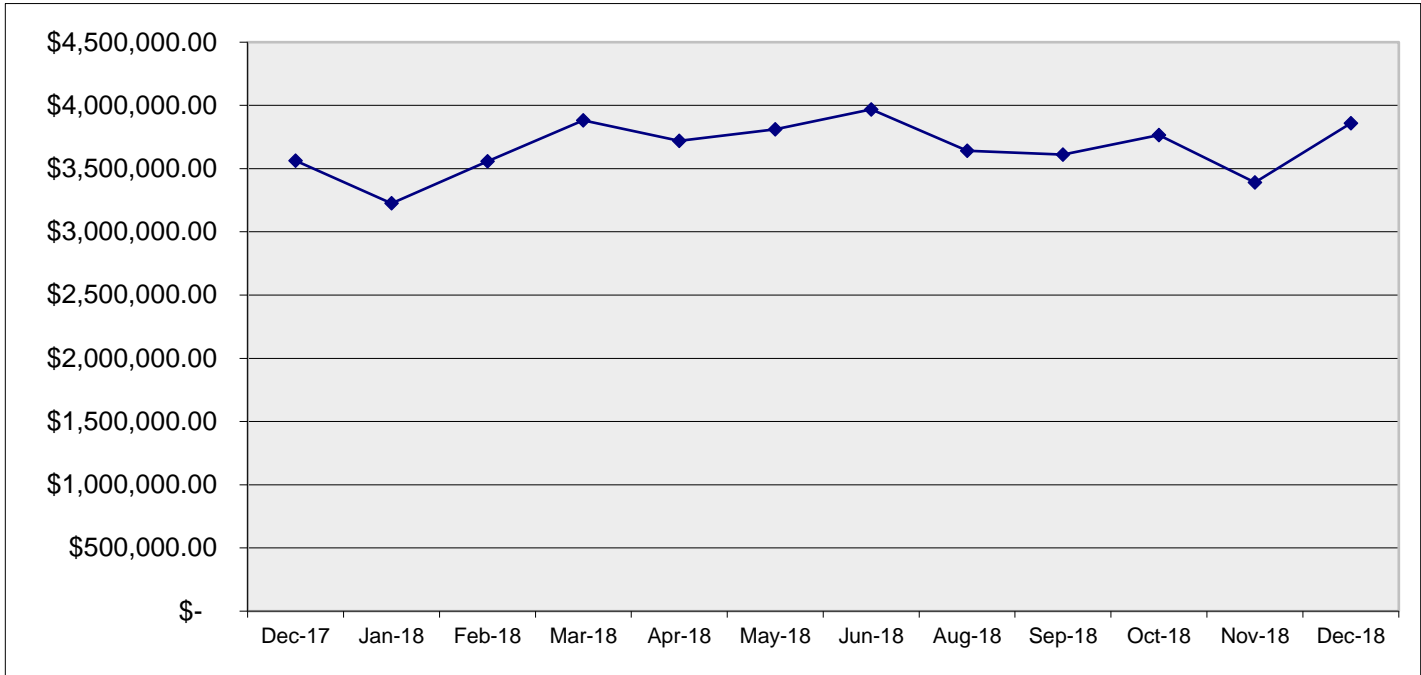
Hospitality Tax Recap

	Net Taxable Sales	X .02	Discount	Penalty	Total Paid
Dec-17	\$ 3,562,056.88	\$ 71,307.74	\$ (1,302.15)	\$ 459.91	\$ 70,465.50
Jan-18	\$ 3,225,202.63	\$ 64,504.05	\$ (1,257.30)	\$ 47.85	\$ 63,294.60
Feb-18	\$ 3,556,735.77	\$ 71,134.72	\$ (1,400.43)	\$ 47.29	\$ 69,781.58
Mar-18	\$ 3,881,018.48	\$ 77,620.88	\$ (1,512.90)	\$ 43.16	\$ 76,151.14
Apr-18	\$ 3,719,631.64	\$ 74,392.32	\$ (1,447.86)	\$ 135.73	\$ 73,080.19
May-18	\$ 3,810,078.02	\$ 76,196.60	\$ (1,508.66)	\$ -	\$ 74,687.94
Jun-18	\$ 3,968,752.03	\$ 79,374.80	\$ (1,555.06)	\$ 104.71	\$ 77,924.45
Aug-18	\$ 3,642,022.58	\$ 72,849.53	\$ (1,439.58)	\$ 30.66	\$ 71,440.61
Sep-18	\$ 3,610,683.34	\$ 72,213.95	\$ (1,362.32)	\$ 265.26	\$ 71,116.89
Oct-18	\$ 3,765,121.35	\$ 75,302.40	\$ (1,518.44)	\$ 43.22	\$ 73,827.18
Nov-18	\$ 3,391,107.87	\$ 66,946.28	\$ (1,274.75)	\$ 82.47	\$ 68,150.97
Dec-18	\$ 3,859,626.03	\$ 77,183.54	\$ (1,498.48)	\$ 70.11	\$ 75,674.19
TOTAL	\$43,992,036.62	\$ 879,026.81	(\$17,077.93)	\$1,330.37	\$ 789,921.05

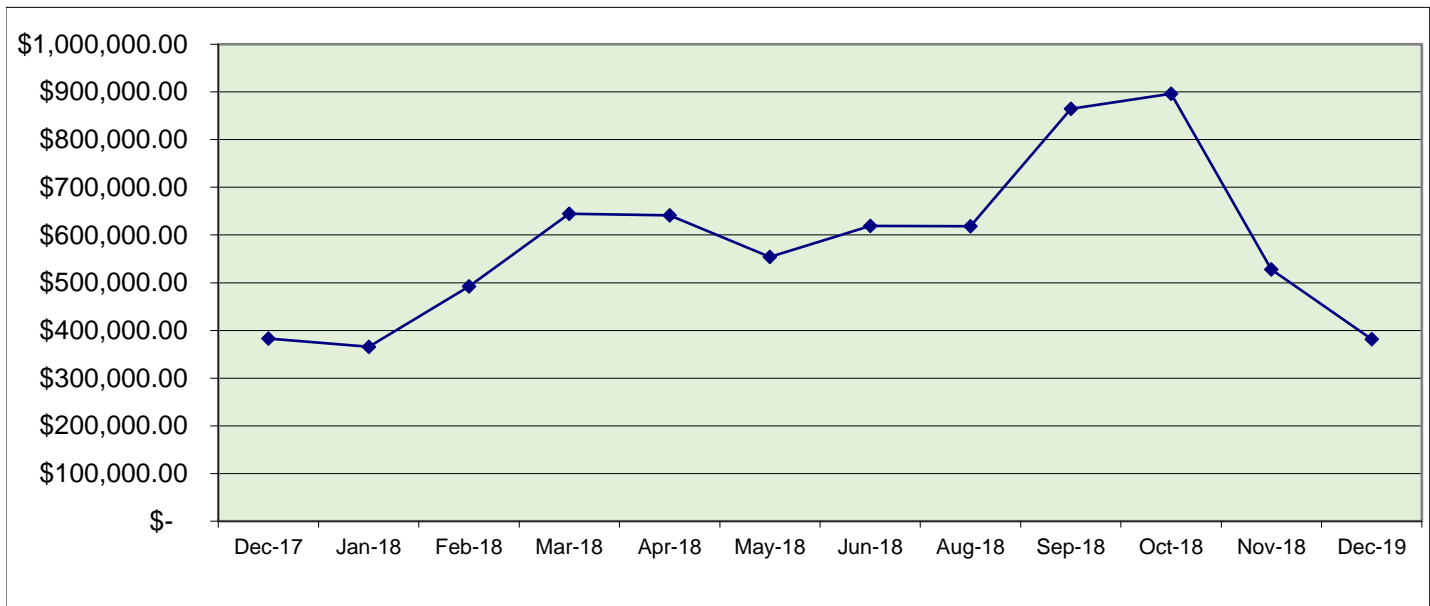
Accommodations Tax Recap

	Net Taxable Sales	X .03	Discount	Penalty	Total Paid
Dec-17	\$ 382,704.91	\$ 11,481.15	\$ (228.06)	\$ -	\$ 11,253.09
Jan-18	\$ 365,716.04	\$ 10,971.47	\$ (216.72)	\$ -	\$ 10,754.75
Feb-18	\$ 492,246.04	\$ 14,767.38	\$ (293.64)	\$ -	\$ 14,473.74
Mar-18	\$ 644,602.41	\$ 19,337.79	\$ (383.62)	\$ -	\$ 18,954.17
Apr-18	\$ 641,184.56	\$ 19,235.53	\$ (382.00)	\$ -	\$ 18,853.53
May-18	\$ 554,234.14	\$ 16,627.02	\$ (330.90)	\$ -	\$ 16,296.12
Jun-18	\$ 618,913.22	\$ 18,567.40	\$ (367.25)	\$ -	\$ 18,200.15
Aug-18	\$ 618,635.90	\$ 18,559.09	\$ (366.71)	\$ -	\$ 18,192.38
Sep-18	\$ 864,652.12	\$ 25,939.58	\$ (516.82)	\$ -	\$ 25,422.76
Oct-18	\$ 896,252.81	\$ 26,887.58	\$ (536.08)	\$ -	\$ 26,351.50
Nov-18	\$ 528,158.97	\$ 15,844.80	\$ (287.37)	\$ 129.52	\$ 15,686.95
Dec-19	\$ 381,919.48	\$ 11,457.59	\$ (210.11)	\$ 95.50	\$ 11,342.78
TOTAL	\$6,989,220.60	\$209,676.38	(\$4,119.28)	\$129.52	\$90,585.40

Hospitality Tax Chart for past 12 months



Accommodation Tax Chart for past 12 months



City of Hartsville Fire Department

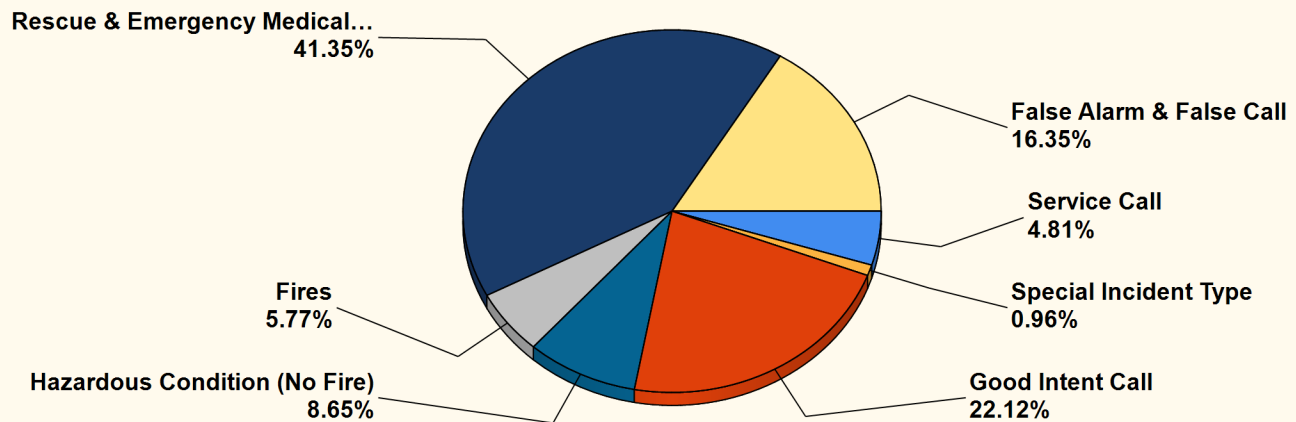
Hartsville, SC

This report was generated on 2/6/2019 10:24:14 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2019 | End Date: 01/31/2019



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	5.77%
Rescue & Emergency Medical Service	43	41.35%
Hazardous Condition (No Fire)	9	8.65%
Service Call	5	4.81%
Good Intent Call	23	22.12%
False Alarm & False Call	17	16.35%
Special Incident Type	1	0.96%
TOTAL	104	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	1.92%
118 - Trash or rubbish fire, contained	1	0.96%
121 - Fire in mobile home used as fixed residence	1	0.96%
131 - Passenger vehicle fire	2	1.92%
311 - Medical assist, assist EMS crew	24	23.08%
321 - EMS call, excluding vehicle accident with injury	3	2.88%
322 - Motor vehicle accident with injuries	12	11.54%
324 - Motor vehicle accident with no injuries.	4	3.85%
400 - Hazardous condition, other	1	0.96%
442 - Overheated motor	1	0.96%
445 - Arcing, shorted electrical equipment	1	0.96%
463 - Vehicle accident, general cleanup	6	5.77%
500 - Service Call, other	1	0.96%
531 - Smoke or odor removal	1	0.96%
551 - Assist police or other governmental agency	1	0.96%
553 - Public service	1	0.96%
554 - Assist invalid	1	0.96%
611 - Dispatched & cancelled en route	21	20.19%
622 - No incident found on arrival at dispatch address	1	0.96%
651 - Smoke scare, odor of smoke	1	0.96%
700 - False alarm or false call, other	1	0.96%
733 - Smoke detector activation due to malfunction	2	1.92%
734 - Heat detector activation due to malfunction	2	1.92%
735 - Alarm system sounded due to malfunction	3	2.88%
743 - Smoke detector activation, no fire - unintentional	6	5.77%
745 - Alarm system activation, no fire - unintentional	3	2.88%
900 - Special type of incident, other	1	0.96%
TOTAL INCIDENTS:	104	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

City of Hartsville Fire Department

Hartsville, SC

This report was generated on 2/6/2019 10:23:26 AM



Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 01/01/2019 | End Date: 01/31/2019

INCIDENT TYPE	Incident Status	# INCIDENTS
Zone: City Limits - City Limits		
131 - Passenger vehicle fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	12
321 - EMS call, excluding vehicle accident with injury	Reviewed	2
322 - Motor vehicle accident with injuries	Reviewed	4
324 - Motor vehicle accident with no injuries.	Reviewed	4
400 - Hazardous condition, other	Reviewed	1
442 - Overheated motor	Reviewed	1
445 - Arcing, shorted electrical equipment	Reviewed	1
463 - Vehicle accident, general cleanup	Reviewed	2
500 - Service Call, other	Reviewed	1
551 - Assist police or other governmental agency	Reviewed	1
553 - Public service	Reviewed	1
611 - Dispatched & cancelled en route	Reviewed	12
700 - False alarm or false call, other	Reviewed	1
733 - Smoke detector activation due to malfunction	Reviewed	2
734 - Heat detector activation due to malfunction	Reviewed	2
735 - Alarm system sounded due to malfunction	Reviewed	2
743 - Smoke detector activation, no fire - unintentional	Reviewed	5
745 - Alarm system activation, no fire - unintentional	Reviewed	3

Zone: Darlington Co. - Darlington County		
118 - Trash or rubbish fire, contained	Reviewed	1
121 - Fire in mobile home used as fixed residence	Reviewed	1
131 - Passenger vehicle fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	12
321 - EMS call, excluding vehicle accident with injury	Reviewed	1
322 - Motor vehicle accident with injuries	Reviewed	8
463 - Vehicle accident, general cleanup	Reviewed	4
531 - Smoke or odor removal	Reviewed	1
554 - Assist invalid	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



EMERGENCY REPORTING

emergencyreporting.com

Doc Id: 384

Page # 1 of 2

INCIDENT TYPE	Incident Status	# INCIDENTS
611 - Dispatched & cancelled en route	Reviewed	9
622 - No incident found on arrival at dispatch address	Reviewed	1
651 - Smoke scare, odor of smoke	Reviewed	1
735 - Alarm system sounded due to malfunction	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	1
Zone: Out of District - Out of District		
111 - Building fire	Reviewed	2
900 - Special type of incident, other	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



Monthly Totals For City of Hartsville Fire Department

January, 2019

Dear Jeff Burr,

This monthly status report gives you a quick snapshot (as of 2019-02-01) of the claims which have been submitted and paid in the previous month.

	Last Month (Jan)		All Year (2019)	
	# Claims	\$ Amount	# Claims	\$ Amount
Claims Submitted	9	\$3,547.20	9	\$3,547.20
Payments Received By FRUSA	1	\$396.00	1	\$396.00
Claims Denied	1	\$348.00	1	\$348.00
Non-Billable (Other)	0	-	0	-
In Progress	8	-	8	-



FEBRUARY 2019 COUNCIL GRANT REPORT

Active Projects:

- COPS Hiring Grant (will close at end of the month)
- SC Housing NIP Award-Property Maintenance (will close once final lot has been inspected)
- Byerly Foundation Projects:
 1. Outdoor Basketball Court
 2. Wayfinding Signage
 3. Police Youth Academy
 4. Business Builder
- DOJ Bullet Proof Vests
- Land & Water Conservation Fund (LWCF)
- Palmetto Pride Community
- SC Department of Public Safety – Highway Safety 2019

Applications Submitted in 2019:

- SC Department of Public Safety – Highway Safety 2020

Applications Awarded in September 2018:

- SC Department of Public Safety – Highway Safety 2019 (\$58,950)
- USDA Community Facilities (\$29,100)
- Bullet Proof Vest – 2018 (\$1,289)

Future Applications & Expected Awards (2 – 6 months lead time):

- SC Recovery/FEMA - S. Hartsville Drainage Improvements
- SC Recovery/FEMA – Generators for Pump Stations & Wells
- SCDPS – Justice Program
- CDBG South Park Neighborhood Sewer Upgrades
- FEMA PMD - Generator for City Hall
- SC Department of Archives & History / SHPO - Cemetery

Should you have any questions regarding this report, please contact me at 843.383.3015 ext. 2010, 843.858.0699, or shannon.munoz@hartsvillesc.gov.

Shannon J. Munoz
Director of Community & Economic Development

Human Resources Monthly Report - February 2018

Home Department	January Headcount	February Hires	February Terms	February Transfers	February Headcount	DIVERSITY				
						Asian	African American	Hispanic or Latino	White	2 or More Races
000411 / Mayor Council Clerk	8	0	0	0	8	0	3	0	5	0
000412 / Court Operations	5	0	0	0	5	0	1	1	3	0
000413 / City Manager	3	0	0	0	3	0	0	0	3	0
000415 / Finance	5	0	0	0	5	0	1	0	4	0
000417 / Human Resources	1	0	0	0	1	0	0	1	0	0
000418 / Main Street Hartsville	1	0	0	0	1	0	0	0	1	0
000419 / Business Navigator	5	0	0	0	5	0	2	1	2	0
000421 / Police Department	41	1	0	0	42	0	5	0	37	0
000422 / Fire Department	33	0	0	0	33	0	1	0	32	0
000423 / Victim's Advocate	1	0	0	0	1	0	0	0	1	0
000426 / Tourism	2	0	0	0	2	0	0	0	2	0
000431 / Maintenance	1	0	0	0	1	0	0	0	1	0
000432 / Sanitation Dept.	13	1	0	0	14	0	6	0	8	0
000452 / Parks & Recreation	6	0	1	0	5	0	1	0	4	0
000453 / Streets & Grounds	12	0	0	0	12	0	5	0	7	0
000454 / Museum Operations	3	0	0	0	3	0	0	0	3	0
000500 / Water Utilities	6	0	0	0	6	0	0	0	6	0
000600 / Sewer Utilities	3	1	0	0	4	0	2	0	2	0
000700 / School Crossing Guards	9	0	0	0	9	0	5	0	4	0
000800 / Storm Water Utilities	1	0	0	0	1	0	0	0	1	0
000900 / Water Park	1	0	0	0	1	0	0	0	0	1
Totals:	160	3	1	0	162	0	32	3	126	1

**Based on Home Departments/does not reflect employees with dual departments

Completed Events/Campaigns

February

Wellness Challenge - Weight Loss Battle of the Sexes REVENGE; Kickoff 2/20 44 PARTICIPANTS!!

Take Your Student to Work Day [2/16/18]

Performance Appraisal - Supervisor Completion

SDS/Hazcom Refresher Training 2/21 - 2/23

Upcoming Events

March

Customer Service Training 3/5 & 3/6, 3/12 & 3/13, 3/19 & 3/20

Performance Appraisal - Employee Meetings

National Employee Appreciation Day 3/2; Tee Shirt Distribution

Wellness Challenge Launch - 4 in 4 [TBA]

April

Customer Service Training 4/9 & 4/10, 4/16 & 4/17

Administrative Professionals Day - Recognition 4/25

HR Policy Training [TBA]

Weight Loss Challenge - Wellness Walks



Date: February 6, 2019
To: City of Hartsville
From: Suzy Moyd,
Executive Director,
Main Street Hartsville
Re: **Monthly Status Report for January**

Status Report & Updates

Calendar:

January 7th, Burry Bookstore Mural Contest

January 8th, City Council

January 16th, 5-Year Anniversary Luncheon at Sam Kendall's, celebrating Longevity Awards with City of Hartsville

January 23rd, City of Hartsville HR Policy Updates Meeting

January 24th, Main Street South Carolina Meeting in Columbia

January 24th, Hulu's Main Street Revolution Celebration in Pageland

January 31st, Pee Dee Council Of Governments Meeting on Retail & Economic Development Workshop



Current Social Media Stats:



Facebook: 4313 Followers

Twitter: 1319 Followers

Instagram: 1293 Followers

MailChimp Newsletter: 521 Subscribers

New business Ribbon Cuttings soon:

Hoof & Hound, March 16th, 2019

Wooden Pineapple Boutique

Businesses closed:

1000 Lives Gaming

Working on:

ValenTastic Valentine's Day Promotions.

Promotions Committee Meetings for Downtown Businesses.

Merchant's First Monday Breakfast Next Month.

Applying for Main Street SC Inspiration Award for Public/Private Partnership with EdVenture.

Touring new businesses, developers, and visitors around our downtown.

Scheduling and coordinating Ribbon Cuttings.

Processing Main Street Hartsville Gift Certificates.

Updates to Main Street's website and social media.

New Partnerships, current Partnership Renewals & Thank You's.

Weekly MailChimp Newsletters.



Making deposits and processing payments for farmers, vendors and sponsors.

Processing Façade Grant Applications, and writing press releases to announce the progress in downtown.

Updating Gift Certificate Inserts.

Registering for SC Festival and Events Planners Workshop in Myrtle Beach.

Registering for National Main Street Convention in Seattle.

Cleaning storefront windows and hanging Alleyway-designed posters in vacant storefronts.

Updating Main Street Hartsville brochure content.



Monthly Departmental Report: Museum
JANUARY 2019.

The traveling exhibition from the SC State Museum, *I am A Phenomenal Women*, was on display at The Edition during the entire month of January. Over 300 visitors to the facility voted on their favorite quilt in the show.

Hartsville Museum Visitor Demographics:

<u>Month</u>	<u>Walk-In Count</u>	<u>Web Site</u>	<u>Facebook</u>
January	562		

Total Visitors YTD: 562

Visitors (Walk-In) by Day of Week

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	.
74	120	80	199	52	38	

Visitors signing guest book came from:
States: CA, NY, VA, KS Countries: South America, England



January 2019

Monthly Departmental Report

Coach TB Thomas Sports Center

- H.A.R.D has started their basketball games 3 days a week.
- 2019 tournament baseball/ softball schedule has been set.
- Current programs are Zumba, cardio step, and hard bodies.
- We added 39 new members in January.
- Painting of TB Thomas entry way has begun.

Byerly Park

- Construction of the new basketball court has begun, expected completion date is spring/summer
- Construction of the new inclusive playground has finished.
- Playground removal in front of tennis court has begun.
- Tree trimming and redistribution of mulch throughout Byerly Park has begun.

Hartsville Police Department

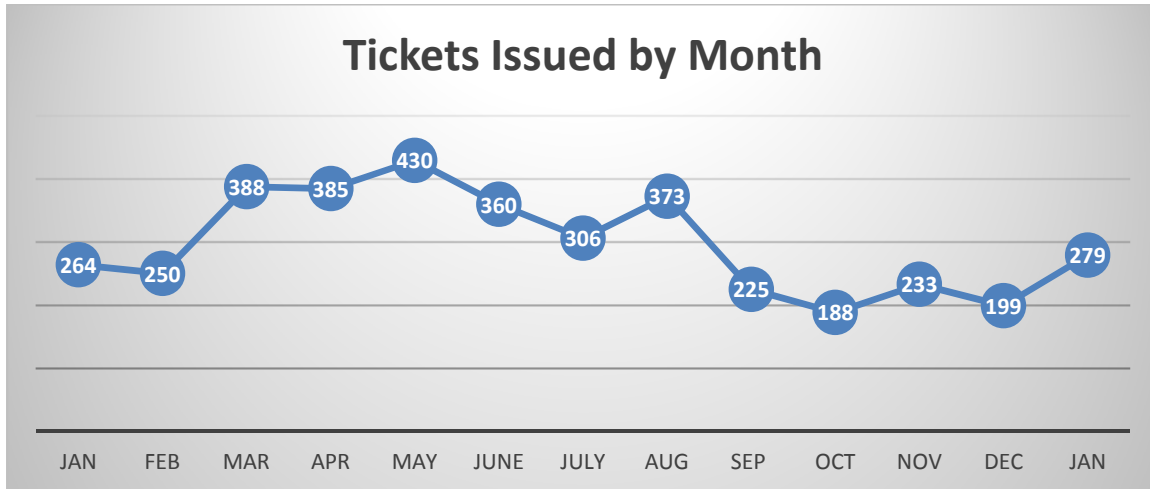


Monthly Report

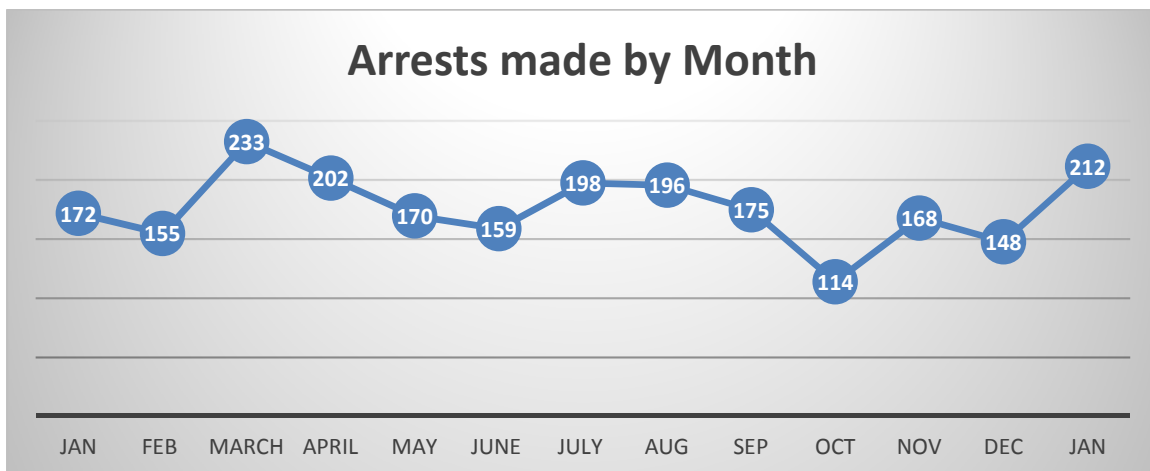
January 2019

Prepared by Mark Blair

The Hartsville Police department employs 36 sworn positions, 3 civilians, and 8 crossing guards



Spring and Summer showed a marked increase in citations, however fall and winter are showing their usual slump. May showed our highest rates of ticket issuance for the previous 12 months. Hurricanes had a drastic impact on citations in September and October. Officers were involved with Hurricane preparation and flood mitigation, and wrote fewer tickets. Citations at this point are higher than last year, and we hope to see another rise towards spring.



March had a huge spike in arrests, due in large part to Operation Spring Freeze. April-June had shown a gradual drop towards average, with a large percentage of offenders being from outside the City limits. October had a marked decrease in arrests, however Arrests began returning to more of a normal level. Although November to December showed a slight decrease, there was not as much of an arrest slump as there was a citation slump. January had a huge rise in arrests.

Arrestees and Victims

On average, between 50-65% of arrested persons come from outside the city limits, showing that we serve many more people than our in-town population.

In January there were 212 arrests, including 8 Juveniles.

Crime Types

Arrests consisted of the following: (Major categories, not inclusive of all arrests):

Shopliftings –	27	(75% from outside city)
Assaults –	6	(17% from outside city)
Robbery -	0	(0% from outside city)
Burglary -	5	(60% from outside city)
Thefts -	14	(86% from outside city)
Forgery/Fraud –	11	(100% from outside city)
Drug Offenses –	51	(81% from outside city)
DUI/Drunkeness-	9	(78% from outside city)
Weapons Violations-	7	(71% from outside city)

Totals for all arrests (including those not listed above)

148 of 212 people arrested (70%) live outside the city limits.



**REQUEST FOR
COUNCIL AGENDA**
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: 4358 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

To lease a portion of alleyway from Trust Company

BACKGROUND SUMMARY:

To allow passage from alleyway to parking lot and to the businesses along the back.

FINANCIAL IMPACT:

\$1.00 (one dollar)

ATTACHMENTS:

Description

- ▣ Ordinance 4358
- ▣ lease

ORDINANCE 4358

APPROVAL TO LEASE A PORTION OF ALLEYWAY AT 120 SOUTH FIFTH STREET FROM THE TRUST COMPANY OF SOUTH CAROLINA.

WHEREAS, the City of Hartsville seeks to lease a portion of the alleyway to allow continuous passage through the alleyway; and,

WHEREAS, landowner, Will Alexander, has agreed to lease a portion of his land to the City of Hartsville for vehicle passage through the alleyway.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that the lease for a portion of the alleyway at 120 South Fifth Street for continued traffic passageway from Will Alexander dba The Trust Company of South Carolina for one year (1) from March 1st, 2019 until February 29th, 2020, and renewable if both parties agree is hereby approved.

NOW, THEREFORE BE IT FURTHER ORDAINED, that the City Manager is hereby authorized to execute the negotiated lease agreement document.

NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED on the ____th day of _____ 2019 and to become effective upon final reading.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: January 08, 2019
Public Hearing:
Final Reading:

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON) LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____ 2019 by and between, The City of Hartsville (hereinafter referred to as Lessee), and Trust Company of South Carolina, (hereinafter referred to as Lessor).

WITNESSETH:

In consideration of the agreement stated herein, the Lessor leases unto the Lessee and the Lessee leases from the Lessor the land and premises hereinafter described on the terms and conditions stated, to wit:

ARTICLE 1
DEMISED PREMISES

The demised premises are described or identified as:

Alleyway located beside 120 South Fifth Street, Hartsville, South Carolina – consisting of the road or passageway approximately twelve (12) feet (+/-) in width and approximately one hundred (100) feet (+/-) in length. The Northern boundry of this easement being coincident with the Northern boundary of right-of-way of Atlantic Coast Line Railway company spur track . Part of Tax map number 056-10-01-034.

ARTICLE 2
TERM

The original term of this Lease shall be for the period of one (1) year and said term is to begin on March 1st, 2019 and terminate on February 29th, 2020. Lessee has the option to renew for a second term, if both parties agree.

ARTICLE 3
Lease Rate

Lessee agrees to pay Lessor as rent for the demised premises One (\$1.00) Dollar annually for the term of the Lease.

ARTICLE 4
REPAIRS AND MAINTENANCE

Lessor agrees that Lessee shall have no obligation as to maintenance of the premises. The Lessor will maintain the alleyway while lease agreement is in effect.

ARTICLE 5
USE OF PREMISES

It is agreed that the premises shall be used as alleyway and no other use. Furthermore, the Lessor shall at all times keep the premises, improvements and appurtenances in a safe, clean and wholesome condition and comply in all respects with all laws, ordinances and regulations of every lawful authority having jurisdiction of premises.

ARTICLE 6
LESSEE TO CARRY LIABILITY INSURANCE

Lessee shall keep in effect at Lessee's expense during the term of this Lease: commercial liability insurance with a minimum limit of \$1,000,000 per occurrence.

ARTICLE 7
NOTICES

All notices required to be given to Lessor hereunder shall be sent by registered or certified mail and all rent payments shall be made to Lessor's agent at: Trust Company of South Carolina, PO Box 430, Hartsville, South Carolina 29551 or to such other address as Lessor may direct from time to time by written notice to Lessee by registered or certified mail.

All notices required to be given to Lessee hereunder shall be sent by registered or certified mail to Lessee at: 100 East Carolina Avenue, Hartsville, South Carolina 29550 or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

ARTICLE 8
BINDING SUCCESSORS AND ASSIGNS

The covenants and agreements herein contained in the within Lease shall apply to, inure to the benefit of and be binding upon the parties hereto, their respective heirs, distributes, executors, administrators, legal representatives, successors and assigns.

ARTICLE 9
QUIET ENJOYMENT

The Lessee, upon payment of the rent and all sums herein reserved, and upon the due performance of all the terms, covenants, conditions and agreements herein contained on the Lessee's part to be kept and performed, shall and may at all times during the term hereby granted, including any extension hereof, peaceably and quietly enjoy the demised premises, subject, however, to the terms of this Lease.

ARTICLE 10
SIGNAGE

All signage must comply with all local codes and ordinances.

ARTICLE 11
ENTIRE AGREEMENT

It is understood and agreed that this agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

In the Presence of:

Witness_____ Date_____ Lessee_____

The City of Hartsville

Witness_____

Attest:_____

City Clerk

Seal

In the Presence of:

Witness_____ Date_____ Lessor_____

Trust Company of SC

Witness_____

In the Presence of:

Witness_____ Date_____ Lessor_____

Trust Company of SC

Witness_____

Federal ID#_____



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: 4359 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

To propose sale of property at TMP 056-09-03-004.

ATTACHMENTS:

Description

- ▣ Ordinance 4359
- ▣ Ordinance 4359 Exhibit B

ORDINANCE 4359

AN ORDINANCE AUTHORIZING THE SALE OF TAX MAP PARCEL NUMBER 056-09-03-004 LOCATED AT 559 WEST CAROLINA AVENUE CONSISTING OF 1.81 ACRES (+/-).

BE IT ORDAINED by the Mayor and City Council of the City of Hartsville, South Carolina in council assembled that:

Section 1. Findings of Fact

The City Council of the City of Hartsville (the “**City Council**”), the governing body of the City of Hartsville, South Carolina (the “**City**”), has made the following findings of fact:

(A) The City is a municipal corporation of the State of South Carolina (the “**State**”) located in Darlington County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities.

(B) The Boykin Properties, LLC, a South Carolina limited liability company (the “**Developer**”), is investigating options and initiating preliminary diligence for the future development of the former armory building (the “**Project**”) located at 559 West Carolina Avenue, Hartsville, South Carolina, identified as TMS No. 056-09-03-004 and more clearly depicted on Exhibit A hereto (the “**Property**”).

(C) The Property is currently vacant and has fallen into a state of disrepair. Absent the investment by the Developer through the implementation of the Project, the Property is an unlikely to be developed.

(D) The City believes that the Project, if successful, will serve as a catalyst to further growth and development in the City as well as increased tourism, quality of life enhancement and community vitality. As such, the City seeks to offer incentives to the Developer to develop the Project.

(E) Under the laws of the State, the City is authorized to sell, alien, convey, lease or otherwise dispose of real property.

(F) The City has negotiated an option to purchase the Property with the Developer, the form of which is attached hereto as Exhibit B. (the “**Agreement**”).

(G) Certain terms of the Agreement provide for the Developer to purchase the Property for the sum of \$2.00, a cost that is substantially less than the fair market value of the Property. The City is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The City has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

determining what constitutes “reasonably equivalent value,” a municipality is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties....”³

(H) The City is mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW Properties v. City of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (the “**Byrd Test**”), wherein public purpose of the proposed incentives is determined by the following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

(I) The City Council is enacting this Ordinance in order to:

- (1) evidence the City’s approval of the Project;
- (2) authorize the sale of the Property to the Developer; and
- (3) authorize the execution of and delivery by the City of the Agreement.

Section 2. Ratification of the Byrd Test; Recital of Indirect Benefits

(A) The City reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The City, in negotiating the Agreement with the Developer as an incentive for the future development of the Project, complies with the objective provisions of the Byrd Test as described in Section 2(B).

(B) With regard to the Byrd Test recited above, the City believes that:

- (1) the development of the Project is integral to the growth of the City and the Project shall serve as a catalyst for future development in the area;
- (2) although some benefits inure to the Developer, the City is the primary beneficiary because the Project shall provide a direct economic impact to the City through increased tax levies, growth in property valuations, and the creation of jobs, and shall provide indirect economic impacts by attracting businesses, investment and patronage into the area and enhancing quality of life and enjoyment for City residents by developing blighted or vacant areas in the community, increasing property tax revenues within the areas surrounding the Project and increased demand in property and property values in the vicinity of the Project;
- (3) while the development of the Project is speculative as the Developer is still performing its diligence and determining whether to make its investment, the terms of the Agreement provide for the City to increase the purchase price for the Property in the event

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

another interested purchaser makes an offer on the Property, thusly protecting the public's interest in the development of the Property; and

(4) the public interest shall be greatly served, as the Project is expected to generate investment within the City and create jobs. The direct investment of capital and the potential creation of jobs are beneficial to the success of the City and its general welfare.

Section 3. Authorization for Agreement

A. The City Council has reviewed existing drafts of the Agreement and agrees that the inducements provided therein are beneficial to the City.

B. The Agreement shall be executed and delivered on behalf of the City by the City Manager. Upon such execution, the City Council shall be timely informed of the execution of the Agreement and informed as to any material deviation of terms in the current draft. The consummation of the transactions and undertakings described in the Agreement, and such additional transactions and undertakings as may be determined by the City Manager, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Agreement as well as all other deliverables authorized thereunder, the City Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as she shall deem necessary or advisable. Any actions previously undertaken by the City Manager, City Council or City staff in connection with the execution and delivery of the Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 5. Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon final reading by the Hartsville City Council in meeting duly advertised and assembled the 12th day of February, 2019.

Carl M. (Mel) Pennington IV, Mayor

[SEAL]

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: January 8, 2019
Public Hearing: February 12, 2019
Final Reading: February 12, 2019

Exhibit A

Depiction of The Property



Exhibit B

Form of the Agreement

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (this “**Agreement**”) is executed as of this _____ day of _____, 2019 (the “**Effective Date**”), by and between the City of Hartsville, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “**City**”), and Boykin Properties, LLC (the “**Developer**”, and each a “**Party**” and together the “**Parties**”).

WHEREAS, the City is the owner of that certain property (the “**Property**”) described as follows:

Address: 559 West Carolina Avenue Hartsville, South Carolina

Tax Map No: 056-09-03-004

WHEREAS, the Developer is presently contemplating the purchase of the Property and desires to purchase an exclusive option to purchase the Property and the City desires to grant such an option; and

NOW THEREFORE, in consideration of the Option Price (as defined below) and other valuable consideration, the receipt and sufficiency of which as consideration are hereby acknowledged, the Parties hereby covenant, agree and contract as follows:

1. **OPTION TO PURCHASE; PURCHASE PRICE.** The City hereby bargains, grants, sells and conveys to the Developer an exclusive option to purchase the Property (the “**Option**”) subject to the terms and conditions contained in this Agreement. During the Option Term (as defined herein) the Developer shall have the exclusive right to purchase the Property, subject to the provisions of this Agreement, for the purchase price of Two Dollars (\$2.00) (the “**Purchase Price**”).

2. **CONSIDERATION FOR OPTION.** In consideration for the grant of the Option, in addition to the mutual covenants and promises contained in this Agreement, the Developer hereby agrees to pay the City the amount of One Dollar (\$1.00) (the “**Option Price**”). In the event that the Developer chooses to exercise the Option, the amount of the Option Price shall be applied to the Purchase Price. In the event that the Developer does not exercise the Option within the Option Term, the City shall retain the Option Price.

3. **TERM OF THE OPTION.** The Option term (the “**Option Term**”) shall begin as of the Effective Date and shall automatically expire and terminate twenty-four (24) months later on _____, 2021 (the “**Expiration Date**”), unless extended by mutual agreement of the Parties.

4. **LIMITED EXCLUSIVITY.**

A. The City agrees, warrants and represents that the Option granted and conveyed pursuant to this Agreement is and shall remain the only option to purchase granted by the City for the Property during the Option Term, and that the City shall not take any action, or fail to take any necessary action,

that will result in the further encumbrance of the Property during the Option Term. However, the City may still actively pursue the sale of the Property to other interested investors, purchasers or developers.

B. In the event a subsequent purchaser of the Property makes any offer to purchase the Property from the City, the City agrees to grant the Developer a right of first refusal allowing the Developer five (5) business days to beat any competing offer by a percentage of at least 5% (of the proffered purchase price) that is made during the pendency of the Option Term. In the event the Developer does exercise the right of first refusal, in writing and in accordance with the foregoing terms, the City, in its sole discretion, may elect to terminate the Option.

5. EXERCISE OF OPTION. The Option granted herein must be exercised by the Developer on or before the Expiration Date. The City acknowledges that the Developer may exercise the Option in its sole discretion and shall have no obligation to exercise the Option. In order to exercise the Option, the Developer shall deliver written notice (the “**Notice**”) to the City by personal delivery or by certified mail. The Notice shall set forth the deadline for closing on the conveyance of the Property (the “**Closing Date**”), which shall not be less than 30 days, nor greater than 120 days, after the date upon which the Option is exercised. In the event that the Developer fails to exercise the Option within the Option Term, neither Party shall have any further liability or obligations under this Agreement.

6. ACCESS TO PROPERTY; TESTS AND SURVEYS. During the Option Term, the City shall permit the Developer’s representatives to have full access to the Property for the purposes of conducting appraisals, surveys, soil and engineering studies, environmental surveys and other reasonable investigations (collectively, the “**Surveys**”) of the suitability of the Property for the purposes contemplated by the Developer. The Developer shall bear the entire cost for any Surveys. In the event that any Survey requires the disturbance of the Property, the Developer shall restore the Property to its prior condition. The Developer shall provide the City with reasonable advance notice of any need to gain access to the Property, which shall not be less than 24-hours notice.

7. COOPERATION. The City agrees to cooperate fully with the Developer and its representatives, and to obtain the cooperation of anyone occupying the Property during the Option Term, in the Developer’s efforts relating to the Surveys.

8. CITY’S REPRESENTATIONS, WARRANTIES, AND COVENANTS. The City hereby makes the following representations, warranties and covenants, each of which is limited to the knowledge of the City, without duty of the Developer to investigate the veracity thereof and each of which is material and is relied upon by Developer as consideration for the purchase of the Option, which are true and correct as of the Effective Date and which the City represents, warrants and covenants shall remain true and correct during the Option Term, and provided the Option is exercised by the Developer, through the Closing Date:

A. The City is the sole owner of good and marketable fee simple title to all of the Property, insurable subject only to those liens, claims, options, encumbrances, rights-of-way, easements, conditions, covenants and restrictions as may be reasonably acceptable to the Developer.

B. No options or other contracts have been granted or entered into which are still outstanding giving any other party a right to purchase any interest in the Property and no options or other contracts will be granted or entered into by the City giving any other party a right to purchase any interest in the Property.

C. To the best of the City's knowledge, the City is not in violation of and, to the best of the City's knowledge, has not received notice of the violation of any applicable building, zoning or other ordinances, resolutions, statutes or regulations of any government or governmental agency in respect to operation, use, maintenance or condition of the Property or any part thereof or requiring any repairs or alterations.

D. To the best of the City's knowledge, there are no condemnation or eminent domain proceedings pending or contemplated against the Property or to the best of the City's knowledge pending or contemplated against the Property or any part thereof, and the City has not received a notice, oral or written, of any public authority or other entity to take or use the Property or any part thereof.

E. The City is current with all real and personal property taxes and the Property is free from special taxes or assessments. All roll back taxes accrued against the Property shall be paid by the City.

F. The City has the right, power and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. This Agreement, when executed and delivered by the City, will be a valid and binding obligation of the City in accordance with its terms.

G. No payments for work, materials or improvements furnished to the Property will be due or owing upon the Closing Date, and the City shall execute standard mechanic's lien waiver forms as may be required by the Developer's title insurance company.

H. The City has not, and has no knowledge or reason to believe that any other party has, stored or disposed of any substance or materials on the Property that would be classified by federal, South Carolina, or local laws or regulations as toxic or hazardous wastes or substances ("**Hazardous Substances**"), and the City has no knowledge or reason to believe that the Property contains any substances or material that would be classified by federal, South Carolina or local laws or regulations as Hazardous Substances.

I. The City shall not cause or permit any action to be taken, or fail to take such action when necessary, which would cause any of the foregoing representations or warranties to be untrue as of the Effective Date through the Expiration Date, or in the event that Developer elects to exercise the Option, the Closing Date. The City agrees to immediately notify the Developer in writing of any event or condition to the City's knowledge which occurs prior to the Expiration Date, or in the event the Developer elects to exercise the Option, the Closing Date, which causes a change in the facts related to or the truth of any of the above representations. The City has disclosed to the Developer, and will continue to disclose to the Developer, any and all facts necessary to prevent the statements herein from being misleading.

J. On or before the Closing Date, the City will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by the Developer to completely vest in and assure to the Developer full rights in or to the Property.

9. DEVELOPER'S WARRANTIES, REPRESENTATIONS, AND COVENANTS. This Agreement, when executed and delivered by Developer, will be a valid and binding obligation of Developer in accordance with its terms. The undersigned representative of the Developer has the requisite power and authority to purchase the Option. In the event that the Developer elects to exercise the Option, the Developer will have taken such action necessary to authorize the purchase of the Property pursuant to the terms of this Agreement.

10. RISK OF LOSS. If the Property or any part thereof suffers any damage prior to the Expiration Date, or in the event that the Developer elects to exercise the Option, the Closing Date, from fire or other casualty, which the City shall have no obligation to repair, the City may either (a) terminate this Agreement and receive a refund of the Option Price, or (b) consummate the purchase of the Property, in which case, the proceeds of any insurance covering such damage, up to the amount of the Purchase Price, shall be assigned to the Developer on the Closing Date.

11. PRO-RATED ITEMS AND ADJUSTMENTS. The City shall pay for the cost of all deed stamps and transfer taxes and the Developer shall pay for the recording fees of this transaction. The Parties shall each pay their own legal fees related to the transaction contemplated hereby. The City shall be responsible for payment of all expenses applicable to the Property which are incurred prior to the Closing Date. The Developer shall be responsible for payment of all expenses applicable to the Property which are incurred from and after the Closing Date including, but not limited to, real estate taxes and assessments and fire, hazard, theft and liability insurance premiums. The adjustments and prorations required under this Agreement shall be computed as of the Closing Date and the Purchase Price paid to the City hereunder shall be adjusted to reflect such prorations. The City shall be responsible for any rollback taxes relating to the Property, which amounts shall be estimated and deducted from the proceeds paid to the City. The City shall be responsible for paying to the City any shortfall due on rollback taxes immediately upon receipt by the City of the actual tax or rollback tax bill.

12. DELIVERY OF CLOSING DOCUMENTS. In addition to other conditions precedent set forth elsewhere in this Agreement, the City shall deliver to the Developer on the Closing Date all of the following documents, the delivery and accuracy of which shall further condition the Developer's obligations to consummate the purchase and sale herein contemplated:

A. A Limited Warranty Deed satisfactory in form and substance to counsel for the Developer, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those previously approved in writing by the Developer.

B. The City's affidavit or lien waiver satisfactory for the purpose of removing any mechanic's lien exception from any title insurance policy to be issued in connection with the purchase of the Property.

C. An affidavit of the City providing the City's federal identification number and certifying that this transaction is not subject to withholding taxes in accordance with the laws of the State.

D. Evidence the authority of the persons signing the deed and other documents to be executed by the City at closing and the power and authority of the City to convey the Property to the Developer in accordance with this Agreement.

E. Such other documentation as may be reasonably required in the opinion of the Developer or its counsel to consummate and close the transaction contemplated herein pursuant to the terms and conditions of this Agreement.

13. POSSESSION. Possession of the Property shall be delivered to the Developer at the time of closing and delivery of the limited warranty deed.

14. COMPLETENESS AND MODIFICATION. This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated herein and it supersedes all prior discussions, undertakings or agreements between the Parties. This Agreement shall not be modified except by a written agreement executed by the Parties.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.

16. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be required.

17. INVALID PROVISIONS. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

18. TIME. Time is of the essence of this Agreement and the provisions hereof.

19. RECORDING. Either Party may record a memorandum of this Agreement in the Office of the Register of Deeds for Darlington County.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF HARTSVILLE, SOUTH
CAROLINA

Witness #1

Natalie Zeigler, City Manager

Witness #2

BOYKIN PROPERTIES, LLC

Witness #1

[Print Name]

Witness #2

Witness #1

[Print Name]

Witness #2

ACKNOWLEDGMENT

WITNESS my hand and seal this _____ day of _____, 2019.

_____(SEAL)

Print name: _____

Notary Public for S. C.

My commission expires: _____

ACKNOWLEDGMENT

WITNESS my hand and seal this _____ day of _____, 2019.

(SEAL)

Print name: _____

Notary Public for S. C.

My commission expires:



**REQUEST FOR
COUNCIL AGENDA**
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: 02-19-01 - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

The Chesterfield County Sheriff's Office seeks a Mutual Aid Agreement with the Hartsville Police Department.

BACKGROUND SUMMARY:

In times of disaster or investigations of crimes, having a mutual aid agreement can assist agencies in providing services that the agencies may not be able to provide alone. The boundaries of the City are close to Chesterfield County, and disasters (natural or manmade) and crimes may occur that require our agencies to work together to protect our citizens.

IMPACT IF DENIED:

Not having a Mutual Aid Agreement may limit our abilities to work together to solve problems and help our citizens.

IMPACT IF APPROVED:

Mutual Aid Agreements allow agencies to work together and provide services and share equipment in times of disaster or serious emergencies that may be too large to handle by a single agency.

FINANCIAL IMPACT:

The agreement itself costs the City nothing.

ATTACHMENTS:

Description

- ▣ Resolution 02-19-01
- ▣ Resolution 02-19-01 - Agreement

RESOLUTION 02-19-01

APPROVAL FOR HARTSVILLE POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE CHESTERFIELD COUNTY SHERIFF'S OFFICE.

WHEREAS, State Code Chapter 20 Section 23-20-10 allows for Mutual Aid Agreements between law enforcement agencies; and,

WHEREAS, the Chesterfield County Sheriff's Office has requested to enter into a Mutual Aid Agreement with the Hartsville Police Department for the purposes of securing each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hartsville that the Mutual Aid Agreement request from the Chesterfield County Sheriff's Office is hereby approved.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Hartsville that the City Manager is hereby authorized to execute all required documents.

NOW, THEREFORE BE IT FINALLY RESOLVED, in meeting duly advertised and assembled the 12th day of February, 2019.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
COUNTY OF CHESTERFIELD) ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this _____ day of January, 2019, by and between the **CHESTERFIELD COUNTY SHERIFF'S OFFICE**, 203 Watson Street, Chesterfield, SC 29709 and the **HARTSVILLE POLICE DEPARTMENT**, 135 W. Carolina Avenue, Hartsville, SC 29550.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **CHESTERFIELD COUNTY SHERIFF'S OFFICE** desires to enter into such an agreement with the **HARTSVILLE POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed

extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Sheriff of Chesterfield County**, or his/her designee, or the, **Chief of Hartsville Police Department** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff of Chesterfield County**, or his/her designee, or **Chief of Hartsville Police Department**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.


17. USE OF EQUIPMENT AND FACILITIES


Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

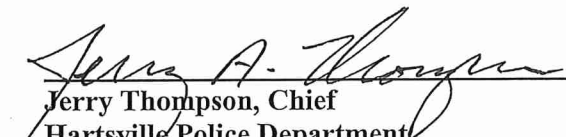
CHESTERFIELD COUNTY SHERIFF'S OFFICE

WITNESSES


James (JD) Dixon, Sheriff
Chesterfield County Sheriff's Office


Witness

Hartsville Police Department


Jerry Thompson, Chief
Hartsville Police Department

Witness

Natalie M. Zeigler
City Manager, Hartsville

Witness

Date



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: 4360 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Authorizing and Ratifying conveyance and transfer of certain real property to HPDC.

ATTACHMENTS:

Description

- ▣ Ordinance 4360

ORDINANCE 4360

AUTHORIZING AND RATIFYING THE CONVEYANCE AND TRANSFER OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the Mayor and City Council of the City of Hartsville in a meeting duly assembled:

Section 1. Findings of Fact

The City Council of the City of Hartsville (the “**City Council**”), the governing body of the City of Hartsville, South Carolina (the “**City**”), has made the following findings of fact:

(A) The City is a municipal corporation of the State of South Carolina (the “**State**”) located in Darlington County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities.

(B) The Hartsville Public Development Corporation (the “**Corporation**”) is a South Carolina nonprofit corporation, incorporated, organized and existing under the laws of the State of South Carolina.

(C) The Corporation has been formed to assist in the development of public facilities and other projects which benefit the City.

(D) The Corporation is controlled by City Council as two of its three directors are appointed by City Council.

(E) The City has previously acquired certain properties as listed on Exhibit A attached hereto (the “**Parcels**”), all of which will be or have been acquired by the Corporation.

(F) The Corporation, acting in concert with the City, has stated its intent to develop or arrange for the development of a mixed-use commercial and residential development, currently known as the “Canalside Project”, which is intended to benefit the City by further developing and improving its downtown corridor and adding multi-family housing options and commercial development, which are needed in the City (“**Project**”).

(G) The City believes that the development of the Project will serve as a catalyst to further interest, investment and development of Canalside as well as increased tourism, quality of life enhancement and community vitality. As such, the City seeks to incentive the Project as it deems appropriate.

(H) By the terms of its Articles of Incorporation and its Bylaws, the Corporation is authorized “to acquire, by gift, lease or purchase...any property, real or tangible personal, incidental to carrying out” projects located in and for the benefit of the City.

(I) The City is authorized by the laws of the State to sell, alien, convey, lease or otherwise dispose of real property.

(J) The City, under the terms of Ordinance 4325 dated March 13, 2018 (“**Ordinance 4325**”), has previously authorized the transfer of City Parcels and Other Parcels (as each such term is defined in Ordinance 4325). The City Parcels and the Other Parcels were determined by the City Council to benefit the Project.

(K) By the terms of this Ordinance and similar to the provisions of Ordinance 4325, the City intends to convey the Parcels to the Corporation; alternatively, to the extent any of the Parcels have already been conveyed to the Corporation, the City intends to ratify such conveyance. In making such conveyances, the City is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The City has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In determining what constitutes “reasonably equivalent value,” a municipality is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties....”³

(L) The City is mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW Properties v. City of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (the “**Byrd Test**”), wherein public purpose of the proposed incentives is determined by the following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

(M) The City Council is enacting this Ordinance in order to:

(1) authorize the conveyance of the Parcels by grant (or a substantially below-market sale) to the Corporation;

(2) ratify and approve of the conveyance of any of the Parcels by grant (or a substantially below-market sale) to the Corporation which may have occurred prior to the enactment of this Ordinance;

(3) to confirm its support for the Project; and

(4) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City (acting through the City Manager) as shall be necessary or desirable in connection with the conveyance of the Parcels.

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

Section 2. Ratification of the Byrd Test; Recital of Indirect Benefits

(A) The City reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The City, in conveying the Parcels to the Corporation, understands and affirms that the Corporation plans to use the Parcels, as well as the City Parcels and the Other Parcels, as an incentive for the development of the Project; for these reasons, of the City's conveyance of the Parcels complies with the objective provisions of Byrd Test as described in Section 2(B).

(B) With regard to the Byrd Test recited above, the City believes that:

(1) the development of the Project is integral to City's redevelopment efforts and the Project shall serve as a catalyst for future redevelopment in the area; further, there is a significant amount of excitement and anticipation throughout the City in support of the Project;

(2) although some benefits inure to the Corporation, the City is the primary beneficiary because the Project shall provide a direct economic impact to the City through increased taxes, growth in property valuations, and the creation of jobs, and shall provide indirect economic impacts by attracting businesses, investment and patronage into the area and enhancing quality of life and enjoyment for City residents by developing blighted or vacant areas in the community, increasing property tax revenues within the areas surrounding the Project and increased demand in property and property values in the vicinity of the Project;

(3) while the Project is still in its introductory phase, the Corporation's state corporate purpose is to serve the City's best-interests and through the City Council's control of the Corporation it can ensure that the Project is developed in a manner best benefitting the City; and

(4) the public interest shall be greatly served, as the Project is expected to generate investment within the City and potentially create jobs. The direct investment of capital and the potential creation of jobs are beneficial to the success of the City and its general welfare.

Section 3. Authorization to Convey Property

A. In order to incentivize and induce the success of the Project, the City may convey the Parcels by grant, sale or otherwise to the Corporation; in the event of a sale, the amount of the sale may be for amounts less than the appraised value of any the Parcel and the specific sales price may be determined by the City Manager based on her estimate of best value at the time of conveyance.

B. To the extent any of the Parcels have already been transferred or conveyed by the City to the Corporation, such transfers or conveyances, whether they were processed by grant, sale

or otherwise, are ratified, approved and confirmed.

C. The consummation of the transactions and undertakings described in this Ordinance, and such additional transactions and undertakings as may be determined by the City Manager, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the conveyance documents, the City Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as she shall deem necessary or advisable. Any actions previously undertaken by the City Manager, City Council or City staff in connection with the conveyance of the Parcels prior to the enactment of this Ordinance are ratified and confirmed.

Section 5. Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon final reading by the City Council.

[Remainder of Page Intentionally Left Blank]

ORDAINED AND ENACTED in City Council Meeting duly advertised and assembled
this ____ day of _____, 2019.

Carl M. (Mel) Pennington IV, Mayor

[SEAL]

ATTEST:

Sherron L. Skipper, City Clerk

First Reading: February 12, 2019
Public Hearing: _____, 2019
Final Reading: _____, 2019

Exhibit A

List of Parcels

056-07-01-036
056-07-01-038
056-07-01-081
056-07-01-084
056-11-01-009
056-11-01-011
056-11-01-018
056-11-01-020
056-11-01-051



**REQUEST FOR
COUNCIL AGENDA**
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: 4361 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

To sale City owned property located at 120 W Washington St to Darlington County Habitat for Humanity, non-profit organization.

BACKGROUND SUMMARY:

DC Habitat has been leasing this property from the city since 2002.

ATTACHMENTS:

Description

- ▣ Ordinance 4361
- ▣ Ordinance 4361 - map

ORDINANCE 4361

AN ORDINANCE TO AUTHORIZE THE SALE OF TAX MAP PARCEL NUMBER 057-03-01-005 AT 120 WEST WASHINGTON STREET CONSISTING OF .769 ACRES (+/-) TO DARLINGTON COUNTY HABITAT FOR HUMANITY.

WHEREAS, The City Council of the City of Hartsville (the "City Council"), the governing body of the City of Hartsville, South Carolina (the "City"), is a municipal corporation of the State of South Carolina (the "State") located in Darlington County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities.

WHEREAS, under the laws of the State, the City is authorized to sell, alien, convey, lease or otherwise dispose of real property; and,

WHEREAS, the City currently owns real property located at 120 West Washington Street, Hartsville, South Carolina, portion of Tax Map No. 057-03-01-005; and,

WHEREAS, Darlington County Habitat for Humanity, a non-profit organization, would like to purchase the property and building that they have leased from the City since 2002; and,

WHEREAS, the City of Hartsville desires to sale the property located at 120 West Washington Street, Hartsville, South Carolina (Tax Map Number 057-03-01-005); and,

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that the sale of tax map parcel number 057-03-01-005 to Darlington County Habitat for Humanity is hereby approved.

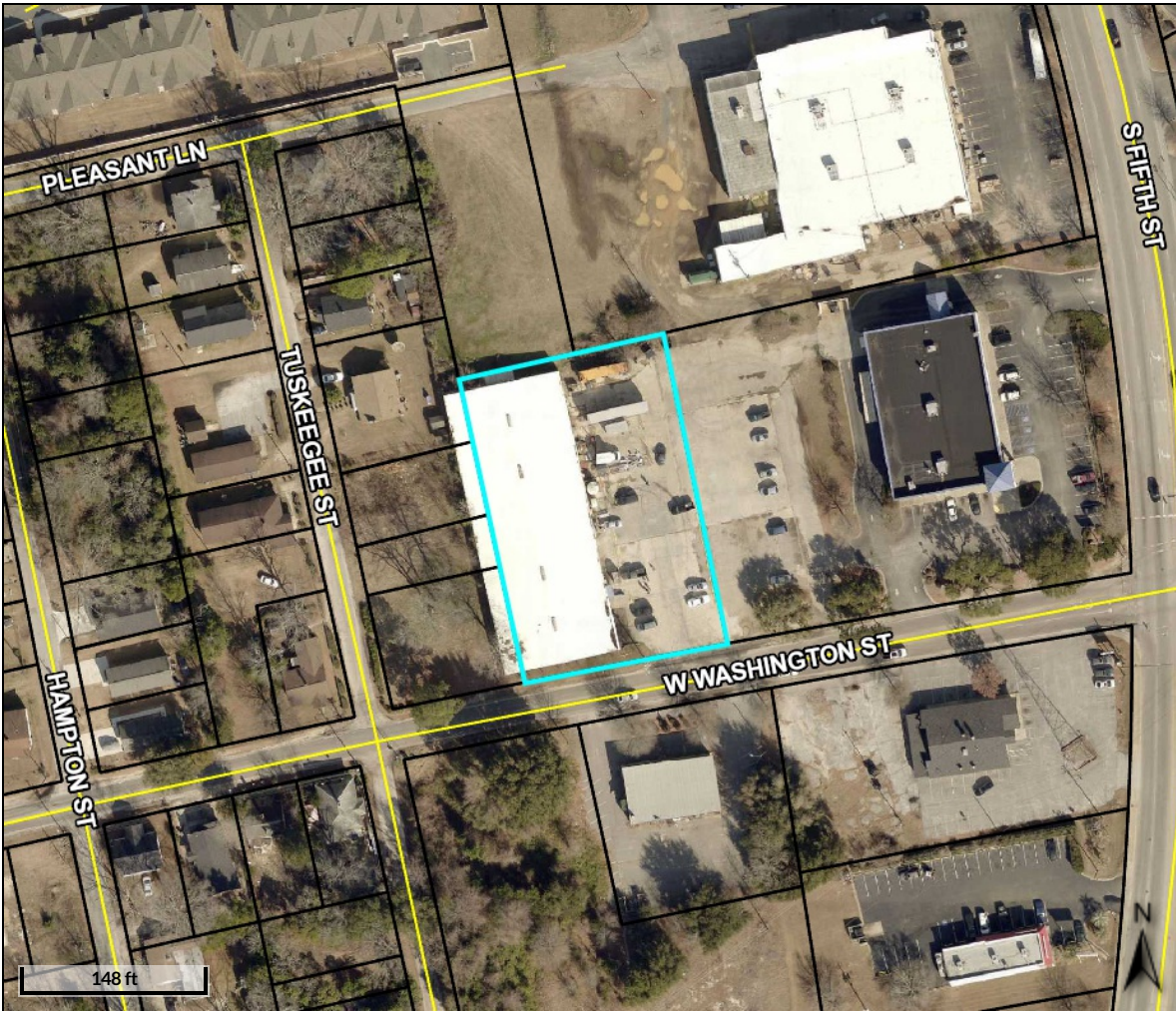
NOW, THEREFORE BE IT FURTHER ORDAINED, by the Mayor and Council of the City of Hartsville that the City Manager is hereby authorized to execute all necessary documents.

NOW, THEREFORE BE IF FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED on the ____ day of _____, 2019 and to become effective immediately upon Final Reading.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: February 12, 2019
Public Hearing:
Final Reading:



Overview



Legend

- Parcels
- Roads

Parcel ID 057-03-01-005

Sec/Twp/Rng n/a

Property Address 120 W WASHINGTON ST

District 32-1A

Brief Tax Description 120 W WASHINGTON ST

(Note: Not to be used on legal documents)

Alternate ID 057-03-01-005

Class Exempt

Acreage n/a

Owner Address CITY OF HARTSVILLE

P O BOX 2467

HARTSVILLE SC 29551

Date created: 2/5/2019

Last Data Uploaded: 2/5/2019 9:05:43 AM

Developed by  Schneider
GEOSPATIAL



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: 4362 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Owner requests the annexation of 1300 S. 4th St. (Welch and Bonds) into the city limits.

ATTACHMENTS:

Description

- ▣ Ordinance 4362
- ▣ Petition

ORDINANCE 4362

TO ANNEX AN APPROXIMATELY 1.00 (+/-) ACRE PARCEL OF LAND, TAX MAP NUMBER 057-08-01-001 LOCATED AT 1300 SOUTH FOURTH STREET INTO THE CITY LIMITS OF HARTSVILLE.

WHEREAS, PHBE Hartsville, LLC (known as Welch & Bonds) has petitioned the City of Hartsville to annex an 1.00 (+/-) acre parcel of land, Darlington County Tax Map Number 057-08-01-001 shown on attached map) located at 1300 South Fourth Street; and,

WHEREAS, the City of Hartsville has agreed to provide appropriate zoning, water and sewer, and other municipal services to this property upon annexation; and,

WHEREAS, the City will request permission from South Carolina Department of Transportation (SCDOT) for annexation of the adjoining public road right-of-way along South Fourth Street.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that the parcel of land referenced above on South Fourth Street, is hereby annexed into the City of Hartsville, zoned Business (B-3) and located in City Council Election District Two (2).

NOW, THEREFORE BE IT FURTHER ORDAINED, that the official City of Hartsville boundary, election, and zoning maps are to be amended to reflect these changes.

NOW, THEREFORE BE IT FURTHER ORDAINED, that the City Clerk is authorized to submit this approved annexation petition to all appropriate agencies.

NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED on the 12thth day of March, 2019 and to become effective immediately upon final reading.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: February 12, 2019
Public Hearing: March 12, 2019
Final Reading: March 12, 2019

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
CITY OF HARTSVILLE

PETITION OF ANNEXATION

We, the undersigned, owner(s) of the property described below and shown on the attached map, respectfully petition the Honorable Mayor and Council of the City of Hartsville to annex our property into the corporate limits of Hartsville, South Carolina. We further request that it be zoned B3. This request is in accordance with the provisions of Section 5-3-150 of the 1976 Code of Laws for South Carolina, as amended by cumulative supplements. Any person who seeks to challenge this annexation, and who has standing to do so, may bring action in the Court of Common Pleas of Darlington County according to the requirements of Chapter 34 of Title 5 of the South Carolina Code of Laws.

Property Address(s): 1300 South Fourth Street

Tax Parcel Number (s): 057-08-01-001

Deed Book/Page #(s): bk1082/pg8048-8052

Property Acreage(s): 1.00(+/-)

Assessed Value: Land: 30,000 Buildings: 207,500 for 1 Bldg

Number, Race & Age of Residents: 0

Property Owner(s)
PHBE Hartsville, LLC

Witnesses

Owner Signature


Philip W. Bonds, Manager





3405 Ebenezer Chase Drive
Florence, SC 29501
843-665-8176 or 843-669-2239

2-1-2019
Date

FOR MUNICIPAL USE ONLY:

Petition Received By: <u>ADA</u>	Date: <u>2/1/19</u>
Description & Ownership Verified By: <u>ADA</u>	Date: <u>2/1/19</u>
Recommendation: Annex <u>✓</u> Not Annex <u> </u> By: <u>ADA</u>	Date: <u>2/1/19</u>
Submitted to City Clerk's Office for Council Agenda: By: <u>ADA</u>	Date: <u>2/1/19</u>



Summary

Parcel Number 057-08-01-001
 Tax District County (District 32-2)
 Location Address 1300 S FOURTH ST
 Class Code (NOTE: Not Zoning Info) C-Commercial
 Acres 0.00
 Description 1300 S FOURTH ST
 Legal Information REF IND PB 153 PG 71
 Record Type Commercial
 Town Code / Neighborhood
 Owner Occupied

[View Map](#)

Owners

PHBE HARTSVILLE LLC
 3405 EBENEZER CHASE DR
 FLORENCE SC 29501

Value Information

Land Market Value \$30,000
 Improvement Market Value \$207,500
 Total Market Value \$237,500
 Taxable Value \$237,500
 Total Assessment Market \$14,250
[Online Taxes](#)

Building Information

First Floor Square Footage 2798
 Second Floor Square Footage 0
 Garage Square Footage 0
 Year Built 1983

Lot Size Information (Dimensions in Feet)

Size	Back	Left	Right
300	290	125	147

Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
8/7/2017	\$1	1082 8048	153 71	BONDS HONOR S
4/7/2000	Not Available	D272 247	Not Available	Not Available
5/23/1994	Not Available	D71 14	Not Available	Not Available

Recent Sales By Distance

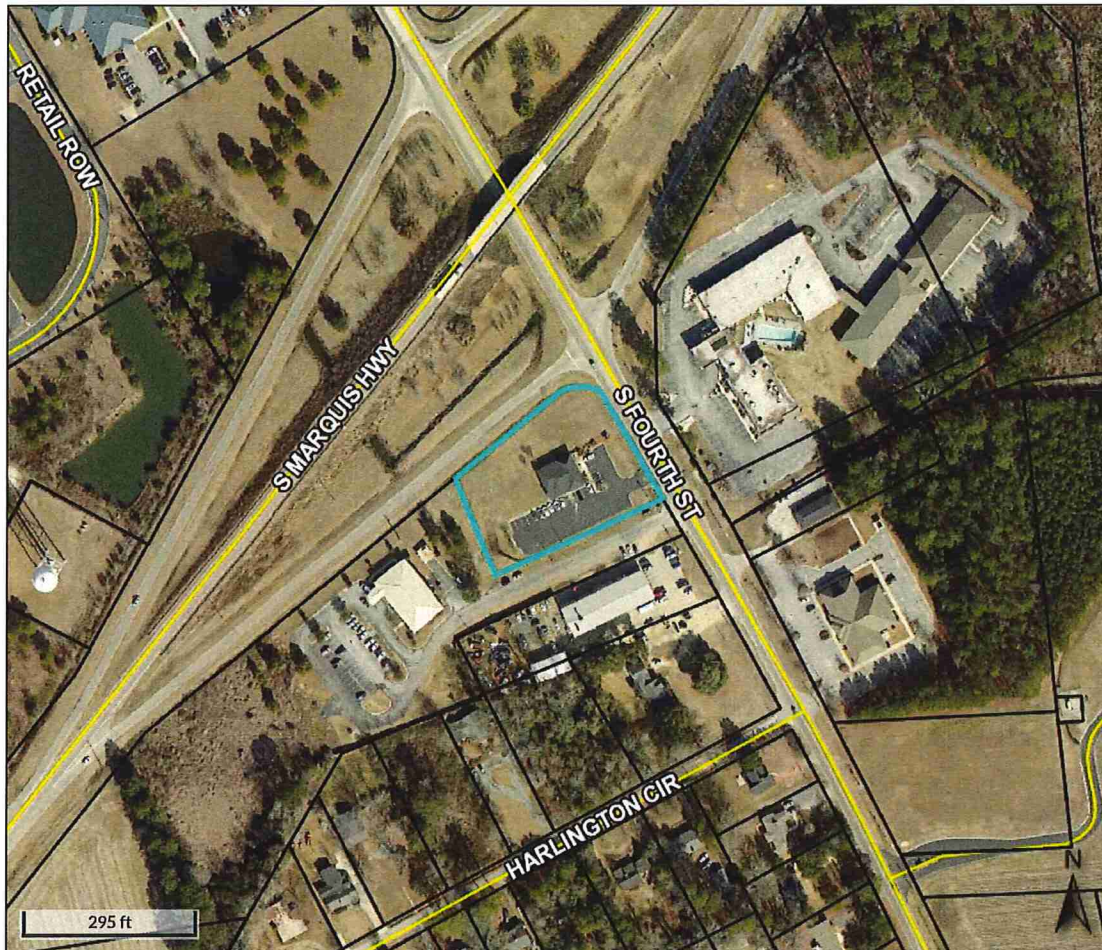
From: To:

Darlington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. For all mapping questions please contact Don Dixon, Darlington County Mapper and GIS Coordinator, Room 309, (843)398-4180, ddixon@darlcosc.net.

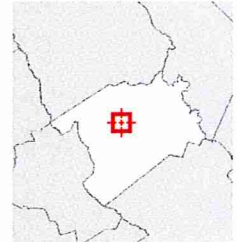
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Developed by





Overview



Legend

- Parcels
- Roads

Parcel ID	057-08-01-001	Alternate ID	057-08-01-001	Owner Address	PHBE HARTSVILLE LLC
Sec/Twp/Rng	n/a	Class	Commercial		3405 EBENEZER CHASE DR
Property Address	1300 S FOURTH ST	Acreage	n/a		FLORENCE SC 29501
District	32-2				
Brief Tax Description	1300 S FOURTH ST				

(Note: Not to be used on legal documents)

Date created: 2/1/2019

Last Data Uploaded: 2/1/2019 9:05:46 AM

Developed by  Schneider
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REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Motion to enter Executive Session.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Verifying Executive Session Items discussed.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Council may take action on matters discussed in Executive Session.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
2/12/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

City Council and Hartsville Events Calendars.
<https://www.hartsvillesc.gov/calendar/>

ATTACHMENTS:

Description

- ▣ February City Council Calendar
- ▣ March City Council Calendar

February 2019

February 2019							March 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	3	4	5	6	7	1	2
10	11	12	13	14	8	9	10	11	12	13	14	8	9
17	18	19	20	21	15	16	17	18	19	20	21	15	16
24	25	26	27	28	22	23	24	25	26	27	28	22	23
							31					29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 27	28	29	30	31	Feb 1	2
3	4	5 MASC Hometown Legislative Action Day - Cola 5:30pm Council Worksession -	6	7	8	9
10	11 5:30pm Airport Advisory Bd - Sports Ctr - City Council	12 5:30pm Council Regular Mtg - Chambers	13	14	15	16
17	18 Presidents' Day - Offices Closed (United States)	19	20 5:15pm ARB Mtg - Chambers 6:30pm Museum Comm - Museum	21	22	23
24	25 5:30pm Planning Comm - Chambers	26 10:00am Environmental Comm - City Hall 3:00pm Cemetery Comm - Chambers 4:00pm Council	27	28	Mar 1	2

March 2019

March 2019							April 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	7	8	9	10	11	12	13
10	11	12	13	14	8	9	14	15	16	17	18	19	20
17	18	19	20	21	15	16	21	22	23	24	25	26	27
24	25	26	27	28	22	23	28	29	30				
31					29	30							

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 24	25	26	27	28	Mar 1	2
3	4	5 5:30pm Council Worksession - Chambers	6	7	8	9
10	11 5:30pm Airport Advisory Bd - Sports Ctr - City Council	12 5:30pm Council Regular Mtg - Chambers	13	14	15	16
17	18	19	20 5:15pm ARB Mtg - Chambers	21	22	23
24	25 5:30pm Planning Comm - Chambers	26 10:00am Environmental 10:00am HHA - S. Park 3:00pm Cemetery 4:00pm Council	27	28	29	30
31	Apr 1	2	3	4	5	6