



AGENDA

CITY OF HARTSVILLE, SOUTH CAROLINA
PUBLIC HEARINGS AND SPECIAL CITY COUNCIL MEETING
THURSDAY, OCTOBER 4, 2018 - 12:00 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 MONDAY, OCTOBER 01, 2018 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

UNFINISHED BUSINESS

3. MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4-70(a)(2) FOR THE RECEIPT OF LEGAL ADVICE INVOLVING MATTERS PROTECTED BY ATTORNEY-CLIENT PRIVILEGE IN REGARD TO ENACTMENT OF LARGE INDUSTRIAL USER RATE CLASSIFICATION.
4. MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION.
5. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.
6. PUBLIC HEARING AND FINAL READING ORDINANCE 4350: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AUTHORIZING AND IMPLEMENTING A LARGE USER INDUSTRIAL RATE CLASS APPLICABLE TO THE CITY'S WATER AND SEWER SYSTEM; AND OTHER MATTERS RELATED THERETO.
 - 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 4351: APPROVAL TO LEASE A PORTION OF PROPERTIES IN THE SOUTH HARTSVILLE AREA FROM D BROWN FOR CAMERA EQUIPMENT INSTALLATION AND MAINTENANCE.
 - 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
8. PUBLIC HEARING AND FINAL READING ORDINANCE 4352: APPROVAL TO LEASE A PORTION OF PROPERTY AT 400 BELL AVENUE FROM THOMAS E. GOODSON JR. FOR CAMERA EQUIPMENT INSTALLATION AND MAINTENANCE.
 - 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

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:
10/4/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

Motion to enter Executive Session.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
10/4/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

Verifying Executive Session Items discussed.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
10/4/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

Council may take action on matters discussed in Executive Session.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
10/4/2018

To: City Council
From: City Manager

Ordinance Number: 4350 Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AUTHORIZING AND IMPLEMENTING A LARGE USER INDUSTRIAL RATE CLASS APPLICABLE TO THE CITY'S WATER AND SEWER SYSTEM; AND OTHER MATTERS RELATED THERETO.

ATTACHMENTS:

Description

- ▣ Ordinance 4350

ORDINANCE 4350

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AUTHORIZING AND IMPLEMENTING A LARGE USER INDUSTRIAL RATE CLASS APPLICABLE TO THE CITY'S WATER AND SEWER SYSTEM; AND OTHER MATTERS RELATED THERETO.

WHEREAS, 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 to such public entities, including the power to operate utility systems and to furnish water and sewer operations both within and without the corporate limits of the City.

WHEREAS, the City currently operates a water and sewer utility system¹ (collectively, the “*System*”).

WHEREAS, Section 82-176 of the City's Code of Ordinances provides that the City is authorized to prescribe monthly rates and charges of service for customers being served by the System.

WHEREAS, the population in and around the City is static or declining and growth opportunities for the System are limited.

WHEREAS, the City is actively trying to engage, promote and maintain industrial use of the System since large industrial customers contribute to increased economies of scale and to a more efficient use of the System.

WHEREAS, large industrial customers are often high-volume water and sewer users with high usage and load factors, which makes such customers less costly to serve than other customers.

WHEREAS, so long as large industrial user rates are priced to cover the variable cost of providing water treatment/distribution and wastewater treatment/disposal services and to provide a reasonable contribution to the fixed cost of operating the System, the cost for water and sewer services to all customers is reduced.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Hartsville, South Carolina, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

¹ Pursuant to Ordinance No. 4307 dated October 10, 2017, the System was recently combined with the City's waterpark enterprise.

Section 2 Large Water User Industrial Rate Class

A. The City hereby creates a water rate class to be known as the “Large Water User Industrial Rate Class,” which shall apply to any industrial customer of the System that maintains an account with average monthly water usage in excess of 3,000,000 gallons. Average monthly water usage shall be calculated at the end of each fiscal year by dividing the aggregate annual water usage (per account) by twelve. No industrial user shall be eligible for the Large Water User Industrial Rate Class until they have been connected to the System for at least one-full fiscal year.

B. The Large Water User Industrial Rate shall consist of (1) a minimum charge, and (2) a volume charge. The minimum charge is structured to cover the City’s fixed costs and also includes an allocation of 3,000,000 gallons of monthly water usage. Volume charges are payable per 1000-gallons of water used.²

C. The Large Water User Industrial Rate Class for fiscal year 2018/19 shall be effective as of November 1, 2018 and the rates for fiscal years 2019/20 through 2022/23 shall become effective on July 1 of each year; the Large Water User Industrial Rate shall be implemented as follows:

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
<u>Minimum Charge</u> ³	\$7,613.05	\$9,530.10	\$10,731.51	\$11,934.86	\$13,140.19
<u>Volume Charge</u> ⁴	\$3.48	\$3.58	\$3.69	\$3.80	\$3.91

Section 3 Large Sewer User Industrial Rate Class

A. The City hereby creates a sewer rate class to be known as the “Large Sewer User Industrial Rate Class,” which shall apply to any industrial customer of the System with (i) an average monthly water usage in excess of 3,000,000 gallons (ii) a discharge point not associated with a water meter, and (iii) no permanent sewer flow meter. Average monthly water usage shall be calculated at the end of each fiscal year by dividing the industry’s aggregate annual water usage by twelve. No industrial user shall be eligible for the Large Sewer User Industrial Rate Class until they have been connected to the System for at least one-full fiscal year.

B. The Large Sewer User Industrial Rate Class shall be structured as follows:

Each Large Sewer User shall be charged a flat fee of \$4,155 per month.

Section 4 Termination of Existing Agreements; Ratification

A. To the extent the City has individual agreements with customers of the System regarding rates or charges that do not conform to the City’s standard water and sewer rates for the System (including the rates established under the terms of this Ordinance), the City Council of the

² Volumetric rate is consistently applied to all water customers regardless of meter size or customer class. *See* Ordinance No. 4337 dated June 28, 2018.

³ Minimum bill; includes first 3,000,000 gallons of water used.

⁴ Volume per 1,000 gallons over 3,000,000 gallon minimum.

City of Hartsville, the governing body of the City (the “**Council**”) authorizes the City Manager of City (the “**Manager**”), in consultation with the City’s legal counsel, to take all actions necessary to terminate such agreements. In connection with the execution and delivery of any termination documents, the Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements (to include any necessary amendments or extensions), certifications, documents, closing proofs, and undertakings as she shall deem necessary or advisable.

B. All prior actions of the Council, the Manager and any other officers of the City in furtherance of the purposes of this Ordinance are hereby ratified, approved and confirmed. All other ordinances (or parts thereof) in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Section 5 Adjustments

The rates established in Sections 2 and 3 above shall not be static but rather shall be subject to the rate adjustments applicable to City users as they may be amended by the Council from time to time.

Section 6 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 7 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 8 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 9 Effect

This Ordinance, which includes the rate schedules and other authorizations hereunder, shall be enacted and binding upon second reading by the Council.

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DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 4th day of October, 2018.

CITY OF HARTSVILLE,
SOUTH CAROLINA

(SEAL)

Carl M. (Mel) Pennington IV, Mayor

Attest:

Sherron L. Skipper, City Clerk

First Reading: September 26, 2018
Public Hearing: October 4, 2018
Final Reading: October 4, 2018



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

Agenda Date:
10/4/2018

To: City Council
From: City Manager

Ordinance Number: 4351 Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

To lease a portion of properties in the South Hartsville area for installation and maintenance of monitoring equipment.

BACKGROUND SUMMARY:

Camera will be installed to monitor illicit activity.

IMPACT IF DENIED:

Won't install.

IMPACT IF APPROVED:

Will install.

FINANCIAL IMPACT:

Camera has already been purchased.

ATTACHMENTS:

Description

- ▣ Ordinance 4351
- ▣ Ordinance 4351 - lease

ORDINANCE 4351

APPROVAL TO LEASE A PORTION OF PROPERTIES IN THE SOUTH HARTSVILLE AREA FROM D BROWN FOR CAMERA EQUIPMENT INSTALLATION AND MAINTENANCE.

WHEREAS, the City of Hartsville seeks to install cameras for the monitoring of illicit activity in order to increase the safety and well-being of citizens; and,

WHEREAS, land owner D Brown does willingly commit to lease a portion of properties in the South Hartsville Area to the City to allow for the installation and maintenance of such monitoring equipment.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that a lease for a portion of properties in the South Hartsville Area from D Brown from October 4th, 2018 until that time when either party seeks to terminate the lease, at a one-time cost of one dollar (\$1.00), for access for installation and continued maintenance of monitoring equipment 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 the negotiated lease agreement document.

NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED on the 4th day of October, 2018 and to become effective upon final reading.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: September 26, 2018
Public Hearing: October 04, 2018
Final Reading: October 04, 2018

2018, by and between THE CITY OF HARTSVILLE, hereafter the "LICENSEE", and D Brown, hereafter the "LICENSOR".

purposes of affixing thereto surveillance cameras and power equipment mounted upon a pole owned by LICENSEE, and the LICENSOR is willing to provide attachment locations upon the said PREMISES for LICENSEE to affix and maintain its said surveillance cameras.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Premises. LICENSOR hereby licenses to LICENSEE the identified portion of the LICENSOR'S PREMISES necessary to enable LICENSEE to erect, maintain, repair, replace and operate its said surveillance cameras.
2. LICENSOR also licenses to LICENSEE so much of the PREMISES as may be necessary for ingress and egress to and from the PREMISES for maintenance and repairs of the said surveillance cameras.
3. LICENSEE shall repair or replace any portion of LICENSOR'S PREMISES which may be damaged by LICENSOR during the term of this License Agreement.
4. LICENSOR shall provide 24 hour, 7 days per week access to the PREMISES for maintenance purposes by LICENSOR.
5. TERM: This Agreement shall run until either party requests termination. Should the LICENSOR relinquish ownership of the real estate property in question, they shall notify the LICENSEE in adequate time to remove items here outlined, and upon that time the contract shall terminate.
6. RENTAL: Beginning as of the commencement date of this Agreement, LICENSEE shall pay a one-time license fee, in advance, OF \$1.
7. Interference: LICENSOR and LICENSEE shall at all times exercise the greatest care and judgement to prevent damage to the other.

PROBATE FOR LICENSEE

WITNESS

Notary Public for South Carolina
My Commission Expires : _____

Attachment A

The LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified as:

- Logan Ave/ Fletcher Street
- Brewer Ave/ Fletcher Street
- Rice Street at back of gin
- Sumter/ Fletcher Street on north end
- In between buildings of gin between Sumter and Bell
- Seventh/ Sumter



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

Agenda Date:
10/4/2018

To: City Council
From: City Manager

Ordinance Number: 4352 Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

To lease a portion of property at 400 Bell Ave for installation and maintenance of monitoring equipment.

BACKGROUND SUMMARY:

Camera will be installed to monitor illicit activity.

IMPACT IF DENIED:

Won't install.

IMPACT IF APPROVED:

Will install.

FINANCIAL IMPACT:

Camera has already been purchased.

ATTACHMENTS:

Description

- ▣ Ordinance 4352
- ▣ Ordinance 4352 - lease

ORDINANCE 4352

APPROVAL TO LEASE A PORTION OF PROPERTY AT 400 BELL AVENUE FROM THOMAS E. GOODSON JR. FOR CAMERA EQUIPMENT INSTALLATION AND MAINTENANCE.

WHEREAS, the City of Hartsville seeks to install cameras for the monitoring of illicit activity in order to increase the safety and well-being of citizens; and,

WHEREAS, land owner Thomas E. Goodson Jr. does willingly commit to lease a portion of 400 Bell Avenue to the City to allow for the installation and maintenance of such monitoring equipment.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that a lease for a portion of property at 400 Bell Avenue from Thomas E. Goodson, Jr. from October 4th, 2018 until that time when either party seeks to terminate the lease, at a one-time cost of one dollar (\$1.00), for access for installation and continued maintenance of monitoring equipment 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 the negotiated lease agreement document.

NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED on the 4th day of October, 2018 and to become effective upon final reading.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: September 26, 2018
Public Hearing: October 04, 2018
Final Reading: October 04, 2018

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

For good and valuable consideration, this AGREEMENT is made and entered into as of the ___th day of _____, 2018, by and between THE CITY OF HARTSVILLE, hereafter the "LICENSEE", and Thomas E. Goodson Jr., hereafter the "LICENSOR".

WHEREAS, the LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified in Attachment A, for purposes of affixing thereto surveillance cameras and power equipment mounted upon a pole owned by LICENSEE, and the LICENSOR is willing to provide attachment locations upon the said PREMISES for LICENSEE to affix and maintain its said surveillance cameras.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Premises. LICENSOR hereby licenses to LICENSEE the identified portion of the LICENSOR'S PREMISES necessary to enable LICENSEE to erect, maintain, repair, replace and operate its said surveillance cameras.
2. LICENSOR also licenses to LICENSEE so much of the PREMISES as may be necessary for ingress and egress to and from the PREMISES for maintenance and repairs of the said surveillance cameras.
3. LICENSEE shall repair or replace any portion of LICENSOR'S PREMISES which may be damaged by LICENSOR during the term of this License Agreement.
4. LICENSOR shall provide 24 hour, 7 days per week access to the PREMISES for maintenance purposes by LICENSOR.
5. TERM: This Agreement shall run until either party requests termination. Should the LICENSOR relinquish ownership of the real estate property in question, they shall notify the LICENSEE in adequate time to remove items here outlined, and upon that time the contract shall terminate.
6. RENTAL: Beginning as of the commencement date of this Agreement, LICENSEE shall pay a one-time license fee, in advance, OF \$1.

7. Interference: LICENSOR and LICENSEE shall at all times exercise the greatest care and judgement to prevent damage to the other.

8. Surrender of PREMISES: Upon expiration or termination of the License, LICENSEE, at its own costs and expenses, shall completely remove or have removed, all structures, including equipment and other associated structures and restore the PREMISES to its original condition, ordinary wear and tear excepted.

9. Binding Agreement: This Agreement shall extend to and bind the heirs, personal representatives, successors and assigned (when allowed to be assigned) of the parties hereto.

IN WITNESS WHEREOF, the parties have, in duplicate original, executed this Agreement

as of the date first above written by the respective parties authorized to execute this Agreement.

WITNESSES:

LICENSOR: Thomas E. Goodson, Jr. ____

BY: _____

Title: _____

WITNESSES:

LICENSEE: CITY OF HARTSVILLE, SC ____

BY: _____

Title: City Manager_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

PROBATE FOR LICENSOR

PERSONALLY appeared before me _____ and made oath that s/he along with the above named witness saw the within named _____ as LICENSOR, sign, seal this LICENSE AGREEMENT, and that they witnessed the said LICENSOR'S execution thereof in the presence of each other.

WITNESS

SWORN TO and subscribed before me
this _____ day of _____, 2018.

Notary Public for South Carolina
My Commission Expires : _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

PROBATE FOR LICENSEE

PERSONALLY appeared before me_____ and made oath that s/he along with the above
named witness saw the within named CITY OF HARTSVILLE, as LICENSEE, sign, seal this LICENSE AGREEMENT, and that
they witnessed the said LICENSEE’S execution thereof in the presence of each other.

WITNESS

SWORN TO and subscribed before me
this _____ day of _____, 2018.

Notary Public for South Carolina
My Commission Expires :_____

Attachment A

The LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified as:

Property located at 400 Bell Ave, Hartsville, SC 29550