



AGENDA

CITY OF HARTSVILLE, SOUTH CAROLINA
SPECIAL CITY COUNCIL MEETING
TUESDAY, MAY 7, 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, MAY 3, 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

MANAGER UPDATE

3. Miscellaneous Items from City Manager

NEW BUSINESS

4. RESOLUTION 05-19-01: APPROVAL OF AIRPORT ARCHITECTURAL SERVICES FOR HARTSVILLE REGIONAL AIRPORT.
5. FIRST READING ORDINANCE 4364: TO LEASE THE PROPERTY AT 149 WEST CAROLINA AVENUE TO DARLINGTON COUNTY HUMANE SOCIETY.
 - a. Reading by Title and Presentation - City Manager
 - b. Approval of First 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:
5/7/2019

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:
5/7/2019

To: City Council
From: City Manager

Ordinance Number: Resolution Number: 05-19-01 - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

Approval of Airport Architectural Services for Hartsville Regional Airport

BACKGROUND SUMMARY:

Currently the airport is not at the Hartsville standard. The terminal building is a trailer that has past its usefulness and the access road is in need of repair. In an effort to revitalize the airport, planning is required and to do so properly, we will need the services of an architect.

IMPACT IF DENIED:

We will not have the means to develop a comprehensive plan to overhaul the Hartsville Regional airport.

IMPACT IF APPROVED:

We will be able to develop a plan to revitalize the airport.

FINANCIAL IMPACT:

Funds were already budgeted for architectural services for this and next fiscal year.

ATTACHMENTS:

Description

- ▣ Resolution 05-19-01
- ▣ Resolution 05-19-01 - RFQ tabulation sheet

RESOLUTION 05-19-01

APPROVAL OF AIRPORT ARCHITECTURAL SERVICES FOR THE HARTSVILLE REGIONAL AIRPORT.

WHEREAS, the City has decided to select an architecture firm for the Hartsville Regional Airport; and,

WHEREAS, the City has reviewed the request for qualification packages; and,

WHEREAS, the recommended engineering firm for preparation and execution of all architectural projects is The Middleton Group, 1503 King Street Extension, Suite 202, Charleston, South Carolina; and,

WHEREAS, The Middleton Group is considered to have appropriate technical experience, adequate equipment and personnel, adequate liability and worker's compensation insurance coverage, and suitable financial resources to perform the work properly and expeditiously.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hartsville that The Middleton Group is hereby approved to provide airport architecture services for the Hartsville Regional Airport.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Manager is authorized to execute all necessary documents.

NOW, THEREFORE BE IT HEREBY FINALLY RESOLVED, in meeting duly advertised and assembled the 7th day of May 2019.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

Group	Score	Lex	James	Lee
Boomerang Design	90	9	45	36
DP3 Architects	81	9	36	36
Infrastructure Consulting & Engineering	99	9	54	36
Jeff Lewis AIA	117	9	63	45
Michael Baker International	72	9	27	36
Mozingo & Wallace	72	9	45	18
Rosenblum Coe Architects	72	9	45	18
The Middleton Group	270	90	90	90
Watson Tate Savory Inc.	54	9	27	18

Selection	Score
Middleton Group	270
Jeff Lewis AIA	117
Infrastructure Consulting & Engineering	99



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

Agenda Date:
5/7/2019

To: City Council
From: City Manager

Ordinance Number: 4364 Resolution Number: - SPECIAL MEETING

ORDINANCE/RESOLUTION CAPTION:

Ordinance to lease property at 149 W Carolina Ave to Humane Society

BACKGROUND SUMMARY:

Darlington Co. Humane Society has leased this space since 2016

IMPACT IF DENIED:

Loss of lease revenue

IMPACT IF APPROVED:

Payment of 500.00 monthly

ATTACHMENTS:

Description

- ▣ Ordinance 4364
- ▣ Ordinance 4364 - Lease Agreement

ORDINANCE 4364

TO LEASE THE PROPERTY AT 149 WEST CAROLINA AVENUE TO DARLINGTON COUNTY HUMANE SOCIETY.

WHEREAS, the City of Hartsville owns the building at 149 West Carolina Avenue; and,

WHEREAS, Darlington County Humane Society wishes to lease the property for use as retail space; and,

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that leasing the building at 149 West Carolina Avenue to Darlington County Humane Society for a one year term beginning May 1, 2019 and ending April 30, 2020 for \$500.00 (five hundred dollars) a month 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 _____ day of _____, 2019 and to become effective upon final reading.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: May 7, 2019
Public Hearing: May 14, 2019
Final Reading: May 14, 2019

THIS AGREEMENT is made and entered by and between **THE CITY OF HARTSVILLE**, hereafter the **LANDLORD**, as owner of the leasehold property described and identified here below, and **DARLINGTON COUNTY HUMANE SOCIETY**, hereafter the **TENANT**.

WITNESSETH:

LEASEHOLD PROPERTY: The LANDLORD agrees to lease unto the TENANT the Office Building located at 149 West Carolina Ave. The said building is located in the City of Hartsville, County of Darlington, and State of South Carolina.

PARKING: TENANT'S employees, agents, and contractors shall have the right to park on the gravel and asphalt areas behind the leasehold property which are not reserved for other businesses. The LANDLORD may specify parking to be used by the TENANT in the future.

TERM OF LEASE: This lease shall run for a period of one (1) year, from the 1st day of May, 2019, to the 30th day of April, 2020.

RENTAL PAYMENTS: TENANT agrees to pay monthly amounts of five hundred dollars (\$500) rent for the said leasehold premises due on the first day of each month. In the event such payment is not made within ten (10) days after it is due, the TENANT shall pay the LANDLORD a late charge of \$100.00.

OTHER CONSIDERATION: TENANT agrees to pay any ad valorem property taxes related to the leasehold premises during the term of this lease or any extensions hereof which the LANDLORD may be held responsible for.

FORFEITURE: notwithstanding the foregoing, if any monthly payment is more than thirty (30) days late, the LANDLORD shall have the option to declare all the TENANT'S rights hereunder forfeited, and the LANDLORD, may proceed without notice to eject the TENANT and enforce the collection of rents that are in arrears in any manner provided by law, together with all costs and attorney's fees incurred by the LANDLORD in so doing.

LIEN CREATED IN FAVOR OF LANDLORD: TENANT stipulates and covenants that all property, motor vehicles, goods, and merchandise and all other property placed in and upon the rental premises is owned by the TENANT in its own right, and shall become subject to the statutory lien for unpaid rents, arrearages, and late rent payments.

ALTERATIONS TO LEASEHOLD PROPERTY: TENANT shall not be permitted to make any changes to the leasehold property without advance written approval from the LANDLORD and all such changes to the leasehold premises shall become the property of the LANDLORD.

RIGHTS AND RESPONSIBILITIES:

TENANT shall be responsible for the payment of any utility bills related to the TENANT'S occupancy and use of the leasehold premises.

TENANT shall be responsible for any damages done on the premises either by the TENANT, its agents, servants, or employees, and the TENANT shall, at TENANT'S own expense, make all repairs of such damage.

TENANT shall surrender the leasehold property back to the LANDLORD at the end of the term of this lease agreement in broom clean, good order and condition, reasonable wear and tear excepted.

LANDLORD shall not be responsible to the TENANT, its agents, servants, or employees for any damages which may be caused by water, storm, sleet, snow or for any other damages whatsoever in any manner caused by the occupancy of the said leasehold premises.

TENANT shall be responsible to maintain renter's insurance during the term of this agreement and any extensions thereof, including casualty or theft insurance, on all personal property which the TENANT maintains within the leasehold premises.

TENANT shall, at TENANT'S expense, obtain and maintain in force for the mutual benefit of TENANT and the LANDLORD a commercial general liability insurance policy with a combined minimum limit of \$1,000,000.00.

LANDLORD shall maintain casualty insurance coverage on the improvements on the leasehold premises to protect the LANDLORD'S interest, but LANDLORD shall not be responsible for any loss of the TENANT'S personal property through casualty or theft during the occupancy of the premises.

TENANT SHALL HOLD LANDLORD HARMLESS. Notwithstanding any other provision of this agreement, the TENANT agrees to hold the LANDLORD harmless from any and all claims for damages or injuries that may be made against the LANDLORD arising from the TENANT'S use of the leasehold premises during the term of this lease or any extensions hereof.

PEACEFUL OCCUPATION OF LEASEHOLD PREMISES. Subject to the other conditions of this agreement, LANDLORD guarantees TENANT'S peaceful occupation of the leasehold premises during the term of this agreement or any extensions thereof, PROVIDED HOWEVER, the LANDLORD shall have the right to enter the leasehold premises for the purpose of viewing the premises to see that no waste or damage is being committed and for purposes of showing the leasehold premises to prospective purchasers.

LEASE NOT ASSIGNABLE. This lease is not assignable and the TENANT shall not sublet any portion of the leasehold premises without the written consent of the LANDLORD.

EARLY TERMINATION OF LEASE. The TENANT shall opt out of this lease agreement with six (6) months advanced written notice to LANDLORD.

RECITALS. This lease agreement supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties; this lease agreement is entered into for good and valuable consideration, which the parties hereby acknowledge; this lease agreement is binding upon both parties, their successors and assigns; and this lease agreement is entered by the parties of their own free will and accord.

This lease agreement is entered into this _____ day of _____, 2019.

Natalie M. Zeigler
City Manager
City of Hartsville
PO Drawer 2497
Hartsville, SC 29551

Kyle Segars
Charter Member
Darlington County Humane Society
PO Box 1655
Hartsville, SC 29551

WITNESSES:

WITNESSES:

Attest: Sherron L. Skipper, City Clerk

{Seal}