



## **AGENDA**

CITY OF HARTSVILLE, SOUTH CAROLINA  
PUBLIC HEARING AND SPECIAL CITY COUNCIL MEETING  
TUESDAY, JANUARY 28, 2020 - 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 FRIDAY, JANUARY 24, 2020 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. Statement of Economic Interests Filing deadline 3/30/20

### UNFINISHED BUSINESS

4. PUBLIC HEARING AND FINAL READING ORDINANCE 4381: APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO AN AGREEMENT TO CONTRIBUTE TO CERTAIN INFRASTRUCTURE IMPROVEMENTS; AND OTHER MATTERS RELATING 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

### NEW BUSINESS

5. FIRST READING ORDINANCE 4380: TO LEASE THE PROPERTY AT 231 WEST CAROLINA AVENUE TO KISHA CARRAWAY D/B/A BROWN SUGAR STUDIO.
  - a. Reading by Title and Presentation
  - b. Approval of First Reading and Waiving of Complete Reading

### EXECUTIVE SESSION

6. MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4-70(a)(1) FOR DISCUSSION OF ANNUAL APPOINTMENT TO THE HARTSVILLE CITY COUNCIL FINANCE, AUDIT AND BUDGET COMMITTEE.
7. MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION.
8. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.
9. RESOLUTION 01-20-03: APPOINTING MEMBER TO THE HARTSVILLE CITY COUNCIL FINANCE, AUDIT AND BUDGET COMMITTEE.

### ADJOURNMENT

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Please turn off or silence all mobile devices.

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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:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Reminder of SEI March 30, 2020 filing deadline.

**ATTACHMENTS:**

Description

- ▣ SEI Filing Deadline 2020

# **STATE OF SOUTH CAROLINA** **STATE ETHICS COMMISSION**

## **\*PLEASE READ ALL INFORMATION CAREFULLY BEFORE FILING ANY REPORTS ONLINE\***

The **2020** 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 2020 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, 2020.
- 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 am NOT a candidate or an elected official"** 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.

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 2020 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 2020 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 2020 Statement of Economic Interests report you must select the year 2020; however, the information you enter on that report is **from the previous calendar year (2019).**

**For example:** The **2020** report is due by March 30, 2020. The filing year will be **2020**, but the information you enter on this report is from **January 1 through December 31, 2019.**

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 (2019) by you or a member of your immediate family (dependents) under the Income & Benefits section of the 2020 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:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: 4381 Resolution Number: - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Amending agreement with Industrial Properties, Developer, for certain infrastructure improvements.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4381
- ▣ Ordinance 4381- Amended Agreement



## ORDINANCE 4381

### APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO AN AGREEMENT TO CONTRIBUTE TO CERTAIN INFRASTRUCTURE IMPROVEMENTS; AND OTHER MATTERS RELATING THERETO.

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

#### Section 1. Findings of Fact

The City Council of the City of Hartsville, South Carolina (the “**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, and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities, including the power to own and operate a wastewater system (the “**System**”).

(B) Industrial Properties, Inc., a South Carolina corporation (the “**Developer**”), is the owner of a tract of land (the “**Development**”) that has been annexed into the City that it has subdivided and begun to develop for residential use (the “**Project**”).

(C) Pursuant to Article VI, Section 61.4 of the City’s Subdivision and Development Regulations, the Developer shall connect the properties within the Development to the System and shall be responsible for the costs of any tap fees, extensions, or improvements that are necessary to connect properties within the Development to the System.

(D) Pursuant to Ordinance 4178 dated December 2, 2014, the City agreed to defray some costs related to the construction and installation of the wastewater infrastructure (the “**Wastewater Improvements**”) necessary to connect the Development to the System. Pursuant to Section 82-28(4) of the City’s Code of Ordinances, the City may consider defraying such costs where such contribution is in the best interest of the City.

(E) The City and the Developer entered an Agreement to Contribute to Certain Infrastructure Improvements (the “**Agreement**”), pursuant to which (i) the Developer agreed to (1) annex the Development into the City, (2) install the Wastewater Improvements within the Development and dedicate the Wastewater Improvements to the City, and (3) secure the repayment of the Amount Advanced through the execution and delivery of a Note (the “**Note**”) and a Personal Guarantee of the principals of the Developer (the “**Guarantee**”), and (ii) the City agreed to (1) advance the advance funds to the Developer as a contribution to the cost of certain Wastewater Improvements to serve the Development (the “**Amount Advanced**”), and (2) accept dedication of the Wastewater Improvements upon completion in accordance with Plans and the City’s standards.

(F) The City and the Developer further agreed that the City would forgive the Amount

Advanced and the Note as set forth in Section 4.05 of the Agreement, pursuant to which, (i) the City was to forgive one-half of the then-outstanding principal amount of the Amount Advanced upon final approval of the subdivision of all lots within the Development and the completion of the installation or construction, to the satisfaction, as applicable, of the City, Darlington County or the State, of any and all infrastructure required for the Development, and (ii) the City was to forgive the remaining one-half of the then-outstanding principal amount of the Amount Advanced, including any accrued interest thereon, at such time as Certificates of Occupancy have been issued for ten (10) residences constructed on lots within the Development.

(G) The Wastewater Improvements and all other infrastructure required for the Development been completed by the Developer and, accordingly one-half of the Amount Advanced has been forgiven by the City. As of the Effective Date, the Developer has not yet completed, and Certificates of Occupancy have not yet been issued, for ten residences constructed on lots within the Development; therefore, the remaining one-half of the Amount Advanced has not been forgiven.

(H) The Developer has requested that the City re-amortize the unforgiven portion of the Amount Advanced and the interest accrued thereon, which is the sum of \$95,482.63, for a period of five years, to be secured by an amended promissory note (the “*Amended Note*”).

(I) The City Council reaffirms its support of residential development in appropriate areas of the City in order to further expand the System, to increase property values to generate additional property tax revenue and provide affordable, quality housing within the City. The City further reaffirms that through providing monetary support to offset certain costs of the Wastewater Improvements, the City’s support of the Project continues to promote a valid public purpose and that the benefits to the City of the completion of the Development are greater than the cost of any necessary economic development incentives being provided by the City, and that by re-amortizing the New Amount Advanced, the City is promoting the completion of the Development at an earlier date than would otherwise be the case.

(J) The City Council further finds hereby finds that the revised information provided by the Developer regarding the Project is reasonable and, given these benchmarks, it is likely that the City’s investment in Wastewater Improvements will be fully recouped by the City in the form of tap-fees, wastewater charges and additional property taxes within the five-year term of the Amended Note.

(K) The City desires to execute an Amendment to the Agreement to Contribute to Certain Infrastructure Improvements (the “*Amended Agreement*”) with the Developer to re-amortize the amount owed to the City with respect to the principal of and accrued interest on the Note and amend the terms with respect to the forgiveness thereof.

(L) In the event the remaining benchmarks for the completion of the Development are not met, the City has ensured that any amounts contributed towards the costs of the Wastewater Improvements will be repaid to the City pursuant to the Amended Note, a copy of which is attached at Exhibit C to the Amended Agreement, given by the Developer in the amount of the City’s contribution to the costs of the Wastewater Improvements and an Amended Personal Guaranty, a

copy of which is attached as Exhibit D to the Amended Agreement (the “***Amended Personal Guaranty***”), to be executed by the principals of the Developer in their individual capacities.

(M) The Council hereby finds and determines that the Amended Agreement, as negotiated by the City Manager, shall be in the best interest of the citizens of the City.

Section 2. Approval of the Amended Agreement and Related Documents

The Council has reviewed existing drafts of the Amended Agreement, along with the related Amended Note and Amended Personal Guaranty (the “***Documents***”) and approves of the terms thereof. The Council hereby authorizes the execution and delivery of the Documents. The City Manager, with the advice of the City’s legal counsel, is hereby authorized to approve of any minor modifications and revisions that do not materially deviate from the drafts of the Documents submitted to Council. The Documents shall be executed and delivered on behalf of the City by the City Manager and attested to by the clerk. Upon such execution, the Council shall be timely informed of the execution of the Documents and informed as to any substantial deviation of terms in the current draft. The consummation of the transactions and undertakings described in the Amended Agreement, and such additional transactions and undertakings as may be determined by the City Manager in consultation with the Council to be necessary or advisable in connection therewith, are hereby approved.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this \_\_\_\_ day of January, 2020.

CITY OF HARTSVILLE

(SEAL)

By: \_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST

By: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: January 14, 2020  
Public Hearing:  
Final Reading:

## **AMENDMENT TO AGREEMENT**

This Amendment to an Agreement to Contribute to Certain Infrastructure Improvements (this “Amendment”) is entered into this 30th day of January 2020 (the “Effective Date”) by and between the City of Hartsville, South Carolina (the “City”), a municipal corporation of the State of South Carolina (the “State”), and Industrial Properties, Inc. (the “Developer”), a South Carolina corporation (each a “Party” and collectively the “Parties”), as an amendment to an Amendment to Contribute Certain Infrastructure Improvements, dated January 30, 2015 (the “Agreement”) by and between the City and the Developer. Capitalized terms contained herein and not otherwise defined shall be given the meaning ascribed to such term in the Agreement.

In witness whereof, and for and in consideration of the exchange of mutual promises, covenants, representations and agreements hereinafter contained, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree to amend the Agreement as follows:

### **Article I - Findings.**

**Section 1.01. Recitals.** The Parties hereto hereby acknowledge the following findings to be true and accurate:

(a) The City and the Developer entered the Agreement, pursuant to which (i) the Developer agreed to (1) annex the Development into the City, (2) install the Wastewater Infrastructure within the Development and dedicate the Wastewater Improvements to the City, and (3) secure the repayment of the Amount Advanced through the execution and delivery of the Note and the Personal Guarantee of the Guarantors, and (ii) the City agreed to (1) advance the Amount Advanced to the Developer as a contribution to the cost of certain Wastewater Improvements to serve the Development, and (2) accept dedication of the Wastewater Improvements upon completion in accordance with Plans and the City’s standards.

(b) The City and the Developer further agreed that the City would forgive the Amount Advanced and the Note as set forth in Section 4.05 of the Agreement, pursuant to which, (1) the City was to forgive one-half (1/2) of the then-outstanding principal amount of the Amount Advanced upon final approval of the subdivision of all lots within the Development and the completion of the installation or construction, to the satisfaction, as applicable, of the City, Darlington County or the State, of any and all infrastructure required for the Development, and (2) the City was to forgive the remaining one-half (1/2) of the then-outstanding principal amount of the Amount Advanced, including any accrued interest thereon, at such time as Certificates of Occupancy have been issued for ten (10) residences constructed on lots within the Development.

(c) The Note, subject to any amounts forgiven by the City pursuant to Section 4.05 of the Agreement, is payable as a single payment, to include all principal and accrued interest thereon, on January 30, 2020 (the “Original Maturity Date”).

(d) The Wastewater Improvements and all other infrastructure required for the Development been completed by the Developer and, accordingly one-half (1/2) of the Amount Advanced has

been forgiven by the City. As of the Effective Date, the Developer has not yet completed, and Certificates of Occupancy have not yet been issued, for ten (10) residences constructed on lots within the Development; therefore, the remaining one-half (1/2) of the Amount Advanced has not been forgiven.

(e) Pursuant to Section 4.05(c) of the Agreement, the Note, regardless of the forgiveness of a portion of the Amount Advanced, shall continue to bear interest as to the entire Amount Advanced until such time as all conditions subsequent to the forgiveness of the Amount Advanced have occurred. On the basis of the foregoing, upon the Original Payment Date, the amount due on the Note, which includes one-half (1/2) of the Amount Advanced and all accrued interest on the entire sum of the amount advanced, equals the sum of \$95,482.63 (the “New Amount Advanced”).

(g) The Developer has requested, and the City has agreed, to re-amortize the New Amount Advanced and execute an amended promissory note (the “Amended Note”) under the terms of this Amendment.

(h) The City reaffirms its support of residential development in appropriate areas of the City in order to further expand the System, to increase property values to generate additional property tax revenue and provide affordable, quality housing within the City. The City further reaffirms that through providing monetary support to offset certain costs of the Wastewater Improvements, the City’s support of the Project continues to promote a valid public purpose and that the benefits to the City of the completion of the Development are greater than the cost of any necessary economic development incentives being provided by the City, and that by re-amortizing the New Amount Advanced, the City is promoting the completion of the Development at an earlier date than would otherwise be the case.

(i) The City hereby finds that the revised information provided by the Developer regarding the Project is reasonable and, given these benchmarks, it is likely that the City’s investment in Wastewater Improvements will be fully recouped by the City in the form of tap-fees, wastewater charges and additional property taxes within the five (5) year term of the Amended Note.

## Article II – Amended and Supplemented Provisions.

**Section 2.01. Certain Defined Terms.** References to the following terms of the Agreement shall hereafter be construed as follows: (i) references to the Amount Advanced shall be construed as the New Amount Advanced, (ii) references to the Note shall be construed as the Amended Note, (iii) references to the Personal Guarantee(s) shall be construed as the Amended Personal Guarantee(s), (iv) references to the Agreement shall be construed as the Agreement as amended by this Amendment, and (v) references to Wastewater Infrastructure shall be construed as Wastewater Improvements.

**Section 2.02. Amended Sections.** Pursuant and consistent with Section 5.09 of the Agreement, the following sections of the Agreement shall be amended and restated in their entirety as follows below. All other sections and provisions of the Agreement shall be unaffected and shall remain in full force and effect.



**Section 4.03. Security; Terms of Note.** *As security for the New Amount Advanced, the Developer shall execute an amended promissory note (the “Amended Note”), in the form of the Amended Note attached hereto as Exhibit C, payable to the City, in the amount of the New Amount Advanced. The Amended Note shall bear interest at a rate of 5.0% per annum (calculated on a basis of a 360-day year consisting of twelve 30-day months). Subject to any applicable forgiveness of the Note pursuant to Section 4.05 hereof, the Developer shall make annual payments on the Amended Note, commencing on January 30, 2021 and occurring each January 30 thereafter (each a “Payment Date”), in the amount of any interest accrued thereon as of each Payment Date, until the final Payment Date on January 30, 2025, when, the Developer shall pay the full amount of the outstanding principal amount of the Note and any remaining interest accrued thereon. The Developer shall also execute such additional documents, instruments, certifications and opinions as the City may require in order to properly record the Amended Note or this Agreement.*

**Section 4.04. Personal Guarantee.** *In addition to the Amended Note, the principals of the Developer, to wit: Mr. Gosnold G. Segars Jr. and Ms. Helen P. Segars (collectively, the “Guarantors”), shall each execute amended personal guarantees (the “Amended Personal Guarantee(s)”) in favor of the City, in the form of the Amended Personal Guarantee Agreement attached hereto as Exhibit D, for the payment of any outstanding portion of the Amended Note and the New Amount Advanced, to include any outstanding principal and any accrued interest thereon, less any amounts forgiven by the City pursuant to Section 4.05 hereof. Each of the Guarantors shall be jointly and severally liable for the repayment of the New Amount Advanced and all additional costs as described above. The City may exercise such Amended Personal Guarantees upon the occurrence of one or more of the events as described in Section 4.06 herein.*

**Section 4.05. Forgiveness of the Note.** *The City shall forgive the New Amount Advanced, including any accrued interest thereon, at such time as Certificates of Occupancy have been issued for ten (10) residences constructed on lots within the Development. Upon the issuance of the tenth Certificate of Occupancy, the Developer shall provide written notice to the City of such occurrence, along with any documentation necessary to verify the happening of such occurrence. The City may, in its reasonable discretion, request additional documentation that it deems necessary for verification purposes. The City’s approval of any such notice shall not be unreasonably withheld.*

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed in their names by their duly authorized officers as of the date first written above.

CITY OF HARTSVILLE, SOUTH CAROLINA

By: \_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Sherron L. Skipper, City Clerk  
City of Hartsville

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed in their names by their duly authorized officers as of the date first written above.

INDUSTRIAL PROPERTIES, INC.

By: \_\_\_\_\_  
Mr. Gosnold G. Segars Jr.

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

By: \_\_\_\_\_  
Ms. Helen P. Segars

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

Witness:

SIGN: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT C

FORM OF THE AMENDED NOTE

EXHIBIT D

FORM OF AMENDED PERSONAL GUARANTEE





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

Agenda Date:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: 4380 Resolution Number: - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Leased Building Renewal 231 W. Carolina Ave.

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**BACKGROUND SUMMARY:**

Leased Building Renewal 231 W. Carolina Ave.

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**IMPACT IF DENIED:**

Loss of revenue for leased building

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**IMPACT IF APPROVED:**

Continued revenue for leased building

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**FINANCIAL IMPACT:**

Increase of revenue

**ATTACHMENTS:**

Description

- ▣ Ordinance 4380
- ▣ Ordinance 4380 Lease Agreement

**ORDINANCE 4380**

**TO LEASE THE PROPERTY AT 231 WEST CAROLINA AVENUE TO KISHA CARRAWAY D/B/A BROWN SUGAR STUDIO.**

**WHEREAS**, the City of Hartsville owns the building at 231 West Carolina Avenue; and,

**WHEREAS**, Kisha Carraway d/b/a Brown Sugar Studio wishes to lease the property for use as a commercial art and graphic design studio space.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the City does hereby lease the building at 231 West Carolina Avenue to Kisha Carraway d/b/a Brown Sugar Studio, for a two (2) year term for five hundred dollars (\$ 500.00) monthly.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Mayor and Council of the City of Hartsville that the City Manager is hereby authorized to negotiate and execute the lease agreement document.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_th day of \_\_\_\_\_, 2020 and to become effective upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: January 14, 2020  
Public Hearing:  
Final Reading:

**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 **KISHA CARRAWAY D/B/A BROWN SUGAR STUDIO**, hereafter the **TENANT**.

**WITNESSETH:**

**LEASEHOLD PROPERTY:** The LANDLORD agrees to lease unto the TENANT the Building located at 231 West Carolina Ave. The said building is located in the City of Hartsville, County of Darlington, and State of South Carolina.

**TERM OF LEASE:** This lease shall run for a period of two (2) years, from the 1<sup>st</sup> day of February, 2020, to the 1<sup>st</sup> day of February, 2022.

**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. The TENANT will be responsible for all building maintenance including plumbing, roof, and HVAC units.

**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 and list the City of Hartsville as an additional insured.

**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 three (3) months advanced written notice to LANDLORD.

**LANDLORD'S RESERVATION OF RIGHT TO TERMINATE.** Notwithstanding any other provision herein, the Landlord specifically reserves the right to terminate this lease upon delivery to the TENANT at the said Leasehold Premises of sixty (60) days written Notice of Termination if for any reason City Council, in its sole discretion, determines that the Leasehold Premises should be vacated by the TENANT.

**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 \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
Kisha Carraway  
Owner/Founder  
Brown Sugar Studio  
322 W. College Ave.  
Hartsville, SC 29550

WITNESSES:

WITNESSES:

\_\_\_\_\_  
Attest: Sherron L. Skipper, City Clerk  
  
{Seal}





REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Motion to enter Executive Session to discuss appointment to Council Finance, Audit and Budget Committee.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Verifying Executive Session Items discussed.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Council may take action on matters discussed in Executive Session.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
1/28/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 01-20-03 - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

To appoint a member to the Council's Finance, Audit and Budget Committee.

**ATTACHMENTS:**

Description

- ▣ Resolution 01-20-03

## RESOLUTION 01-20-03

### APPOINTING MEMBERS TO THE HARTSVILLE CITY COUNCIL COMMITTEES.

**WHEREAS**, the City Council has determined that a Council committee structure will benefit the entire body by allowing no more than three members, with one being appointed as Chair, to serve and report findings to the full body; and,

**WHEREAS**, all terms are up in January of even number years.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that the following Hartsville City Council Committee System Guidelines and appointments to fill vacancies are as shown below.

### **Hartsville City Council Committee System Guidelines**

- Appointed Committees are made up of no more than three members of Council with one member appointed as Chair. The members will serve for two years (terms ending January of even number years) or will fill an unexpired term.
- The City Council may entertain motions to defer matters to these Committees.
- Although no actions are taken during Committee meetings, a quorum of committee members is required for the Committee to meet.
- The Chair of each committee will work with the City Clerk to establish a set meeting schedule, which will be noticed to the press in compliance with the South Carolina Freedom of Information Act. Committee Chair must notify City Clerk at least 24 hours in advance of a meeting cancelation or rescheduling.
- Each Chair will designate a Committee member or a staff member to take notes and prepare a written report of the discussion and recommendations. The original is to be provided to the City Clerk for signature and inclusion in the next Council agenda packet. The signed original will become a part of the City's official record.
- The City Manager, under our form of government, will designate a staffer(s) to facilitate assigned committee meetings. Councilmembers may request information from the designated staffer(s), and with the approval of the City Manager, that information may be provided for discussion and recommendation purposes only. Under State Code 5-13-40, Councilmembers serving on these committees, are prohibited from directing employees or interfering with departmental operations.

### **Committee Structure and Scheduled Meetings**

#### **Administrative/Personnel Committee – Staff: Natalie/Sherron - Meet: As Needed**

*This committee reviews matters related to City Manager, City Attorney and City Judges.*

Chair – Mayor Pro-Tem Johnny Andrews

Member – Councilmember Bob Braddock

Member – Mayor Mel Pennington

#### **African American Cemetery Committee – Staff: Alisha Belk – Meet: last Tuesday of month at 3:00pm**

*This committee proposes funding sources for the clean-up and ongoing upkeep of the cemetery and its recognition as a cultural and historic resource.*

Chair – Councilmember Tre' Gammage

Member – Mayor Pro-Tem Johnny Andrews

Member – Councilmember Teresa Mack

**Community Engagement Committee – Staff: Lauren Baker- Meet: last Thursday of month at 4:00pm**

*This committee provides constituents frequent and open forums to express ideas, concerns, and share information.*

Chair - Councilmember Tre' Gammage

Member – Councilmember Bobby McGee

Member – Councilmember Bryson Caldwell

**Finance, Audit & Budget Committee – Staff: Karen Caulder – Meet: As Needed**

*This committee reviews matters related to City finances, internal and external audit and budget.*

Chair – Mayor Pro-Tem Johnny Andrews

Member – Mayor Pennington

Member - Councilmember

**NOW, THEREFORE BE IT HEREBY RESOLVED**, in meeting duly advertised and assembled the 28th day of January, 2020.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk