



AGENDA
CITY OF HARTSVILLE, SOUTH CAROLINA
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 11, 2018 - 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, SEPTEMBER 7, 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
3. APPROVAL OF MINUTES
 - a. MOTION TO WAIVE READING OF AND APPROVE MINUTES OF AUGUST 14, 2018 REGULAR CITY COUNCIL MEETING.
4. MANAGER UPDATE
 - a. Miscellaneous Items from City Manager

CONSENT AGENDA - Received as Information Only

- a. Committee Draft Minutes/Reports
August 2018 Draft Minutes/Reports
- b. Departmental Reports
August 2018 Reports

NEW BUSINESS

5. RESOLUTION 09-18-01: APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SC DHEC) AND THE HARTSVILLE POLICE DEPARTMENT FOR THE PURPOSE OF SETTING TERMS AND CONDITIONS FOR DISPENSING NALOXONE TO TRAINED OFFICERS OF THE HARTSVILLE POLICE DEPARTMENT.
6. RESOLUTION 09-18-02: APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH CAROLINA LAW ENFORCEMENT DIVISION (SLED) AND THE HARTSVILLE POLICE DEPARTMENT FOR THE USE OF AN INTERJURISDICTIONAL CRIMINAL INTELLIGENCE SYSTEM (CrimeNtel).
7. RESOLUTION 09-18-03: APPROVAL TO APPLY FOR A 2018 MUNICIPAL ASSOCIATION OF SOUTH CAROLINA (MASC) HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.
8. FIRST READING ORDINANCE 4346: AN ORDINANCE TO APPROVE AND ASSIST IN THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED MULTI-COUNTY BUSINESS PARK WITH AND BETWEEN DARLINGTON COUNTY AND LEE COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN THE CITY OF HARTSVILLE AND ESTABLISHED PURSUANT TO SECTIONS 4-1-170 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; ACKNOWLEDGING THE DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY PARK BETWEEN DARLINGTON COUNTY AND LEE

COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT DARLINGTON COUNTY; AND OTHER MATTERS RELATED THERETO.

- a. Reading by Title and Presentation
- b. Approval of First Reading and Waiving of Complete Reading

9. FIRST READING ORDINANCE 4347: AN ORDINANCE TO LEASE THE PROPERTY ON THE CORNER OF MARLBORO AVENUE AND SEVENTH STREET TO THE HARTSVILLE RESCUE SQUAD.

- a. Reading by Title and Presentation
- b. Approval of First Reading and Waiving of Complete Reading

10. FIRST READING ORDINANCE 4348: AN ORDINANCE AMENDING CERTAIN PROVISIONS OF ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF HARTSVILLE PERTAINING TO SIGN REGULATIONS; AND OTHER MATTERS RELATED THERETO.

- a. Reading by Title and Presentation
- b. Approval of First Reading and Waiving of Complete Reading

11. FIRST READING ORDINANCE 4349: AN ORDINANCE OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AMENDING AND RESTATING CHAPTER 10, ARTICLE II OF THE CITY'S CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

- a. Reading by Title and Presentation
- b. Approval of First Reading and Waiving of Complete Reading

12. FIRST 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. Approval of First Reading and Waiving of Complete Reading

EXECUTIVE SESSION

- 13. MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4-70(a)(1) FOR DISCUSSION OF APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES.
- 14. MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION.
- 15. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.
- 16. RESOLUTION 09-18-04: APPOINTMENT TO HOUSING AUTHORITY OF HARTSVILLE BOARD.

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 383-3018 between 8:30am and 4:30pm Monday through Friday.



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

August 14, 2018 Regular Meeting Minutes.

IMPACT IF DENIED:

ATTACHMENTS:

Description

- ▣ Minutes August 14, 2018 Regular City Council Meeting



MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA
PUBLIC HEARINGS AND REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 14, 2018 – 5:30 PM
COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

Mayor/Council:

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

Executive Staff:

City Manager Zeigler
City Clerk Skipper
Community & Economic Dev Dir. Munoz
HR Manager Ward
Finance Director Caulder
Police Chief Thompson

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, AUGUST 10, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE; AN ACCESSIBLE FACILITY, AND ON HARTSVILLESC.GOV.

Mayor Pennington asked for a moment of silence in memory of Billy Shirley's mother who passed away last week.

Mayor Pennington called the meeting to order at 5:31pm and asked Councilmember Gammage to lead in the invocation and Pledge of Allegiance.

MOTION TO WAIVE READING OF AND APPROVE MINUTES OF JULY 10, 2018 REGULAR CITY COUNCIL MEETING - APPROVED.

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

PRESENTATIONS

a. MASC Municipal Award Public Safety Category - Bill Taylor, Field Services Manager, retiring August 31, 2018. He expressed gratitude for the Hartsville Police Department engaging the community and winning the Municipal Association's 2018 Achievement Award in the Public Safety category. The video of the award winning presentation was shown and Taylor presented the award to those who participated representing the community and the Hartsville Police Department.

b. Boys and Girls Club Update - DeCar Brown, Dir. of Operations and Gray Segars, Board Chair: Director Brown gave statistics of 225 participants during the school year and 200 during the summer. The impact is felt and reported annually. Because of this participation, a grant was received to hire teachers for Thornwell and Washington Street for instructional time. Hoping to get another three-year grant this year from the Federal government. He introduced Board Chair Segars and he expressed that having a local board has made all the difference in the success of the Hartsville Boys and Girls Club. The board has helped to strengthen the local organization. Both invited interested persons to visit the club and see the impact that it makes in the lives of these kids. Director Brown thanked Butler for the facility and the Butler heritage Foundation and the United Way for their support.

MANAGER UPDATE - None.

CONSENT AGENDA - Received as Information Only

UNFINISHED BUSINESS

PUBLIC HEARING AND FINAL READING ORDINANCE 4341: AN ORDINANCE TO AMEND THE CITY OF HARTSVILLE, SOUTH CAROLINA CITY CODE BY AMENDING THE TITLE OF CHAPTER 18 FROM “CABLE COMMUNICATIONS” TO “COMMUNICATIONS” AND BY ADDING ARTICLE I “SMALL WIRELESS FACILITIES” TO ESTABLISH THE STANDARDS FOR THE PLACEMENT OF SMALL WIRELESS FACILITIES IN COVERED AREAS IN THE CITY OF HARTSVILLE, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO – APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Gammage;
Carried: with all Ayes.

PUBLIC HEARING AND FINAL READING ORDINANCE 4342: AN ORDINANCE OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AMENDING AND RESTATING CHAPTER 14 “BUSINESS LICENSE” ARTICLE II “BUSINESS LICENSE PROGRAM” OF THE CITY’S CODE OF ORDINANCES, TO UPDATE THE BUSINESS LICENSE RATE SCHEDULE; TO MAKE CERTAIN OTHER MODIFICATIONS TO CITY’S BUSINESS LICENSE PROCEDURES; AND OTHER MATTERS RELATED THERETO – APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Gammage; Second: Shirley;
Carried: with all ayes.

PUBLIC HEARING AND FINAL READING ORDINANCE 4343: TO AMEND THE ZONING ORDINANCE OF THE CITY OF HARTSVILLE APPENDIX A – ZONING ARTICLE III. DEFINITION OF TERMS, ARTICLE IX – DISTRICT REQUIREMENTS - SECTION 5. B-1 (CENTRAL BUSINESS DISTRICT) ZONE SECTION 7. M – 1 (INDUSTRIAL), AND SECTION 8. M-2 (INDUSTRIAL) ZONES TO ADD BREWERIES AND BREWPUBS AND OTHER MATTERS RELATED THERETO – APPROVED.

Open/Close Public Hearing: Mary Casey from 1000 Rockwood Road, Columbia, South Carolina. “I am a mother of a GSSM student and these students are allowed a 1 mile radius walking distance. I understand that this corridor needs improvement, but a brewery that near the school concerns me. It might be good for revenue and tourism, but not a safe thing for children that close”.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Braddock;
Carried: with all ayes.

PUBLIC HEARING AND FINAL READING ORDINANCE 4344: PROVIDING FOR AND APPROVING AMENDMENTS TO AN ORDINANCE ENTITLED, “AN ORDINANCE PROVIDING FOR THE RESTRUCTURING OF THE WATERWORKS AND SEWER SYSTEM BY ADDING THE WATER PARK ENTERPRISE; AUTHORIZING THE ISSUANCE AND SALE OF COMBINED SYSTEM REVENUE BONDS OF THE CITY OF HARTSVILLE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO - APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Gammage;
Carried: with all ayes.

PUBLIC HEARING AND FINAL READING ORDINANCE 4345: AN ORDINANCE OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AMENDING AND RESTATING CHAPTER 2 “ADMINISTRATION” ARTICLE IV “BOARDS, COMMISSIONS AND COMMITTEES” DIVISION 5 “LOCAL HOSPITALITY TAX ADVISORY COMMITTEE” SECTION 2-413 “POWERS AND DUTIES” TO SUSPEND THE HOSPITALITY TAX COMMITTEE WHEN HOSPITALITY TAX FUNDS ARE BUDGETED DURING THE CITY’S ANNUAL

BUDGET PROCESS - 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.

NEW BUSINESS

RESOLUTION 08-18-01: APPROVAL FOR TRANSFER OF CEMETERY REVENUE TO PERPETUAL CARE INVESTMENT TRUST FUND- APPROVED.

Motion: Andrews; Second: Braddock; Carried: with all ayes.

RESOLUTION 08-18-02: APPROVAL FOR HARTSVILLE POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND A COST REIMBURSEMENT AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION FOR THE PEE DEE SAFE STREETS TASK FORCE AND PEE DEE VIOLENT CRIME TASK FORCE - APPROVED.

Motion: Andrews; Second: Gammage; Carried: with all ayes.

EXECUTIVE SESSION

MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4- 70(a) (1) FOR DISCUSSION OF APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES – APPROVED.

Motion: Shirley; Second: Gammage; Carried: with all ayes.

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

Motion: Andrews; Second: Gammage; Carried: with all ayes.

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

RESOLUTION 08-18-03: APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES – APPROVED.

Motion: Andrews to appoint Wayne Guttery to Airport Advisory Board, Kevin Wright to Housing Authority of Hartsville, and Becky Skipper to Parks Committee for terms as indicated in Resolution;
Second: Gammage; Carried: with all ayes.

RESOLUTION 08-18-04: CONFIRMATION TO THE GOVERNORS OFFICE OF APPOINTMENT RECOMMENDATIONS TO HARTSVILLE PARKING, BEAUTIFICATION AND BUSINESS IMPROVEMENT COMMISSION - APPROVED.

Motion: Gammage to confirm appointment recommendations to the Governor's Office for Carol Ann Godwin, Emily Phillips, and Stephen Fagan for At-Large seats expiring July 01, 2021; Second Andrews; Carried: with all ayes.

ADJOURNMENT: Without objection at 6:21pm.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

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:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Committee Draft Minutes and Reports for August 2018.

ATTACHMENTS:

Description

- ▣ Airport Advisory Board
- ▣ Architectural Review Board
- ▣ Museum Commission
- ▣ Parking, Beautification and Business Improvement Commission
- ▣ Parks Committee
- ▣ Planning Commission
- ▣ Council African American Cemetery Committee
- ▣ Council Community Engagement Committee
- ▣ Council Finance Budget Audit Committee



MINUTES

Airport Advisory Board

Wednesday, August 15, 2018 at 5:30pm

Public Services Conference Room, Public Services Office

145 W Carolina Ave, BACK ENTRANCE VIA CITY PARKING LOT

1. No meeting was held due to lack of quorum.



Minutes
Architectural Review Board Meeting
Wednesday, August 15, 2018 5:15p.m.
City 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 AUGUST 10, 2018 AND DULY POSTED AT CITY HALL.

Members present: Chairman Bobby Goodson, Danny Johnson, Deborah Gandy, Marci Tuten, George Walden and Albert Wingfield. **Absent:** Daniel Watkins. **Guest:** Sherri Hartsell, Bobby Ollis and Diane Ollis. **Staff:** Brenda Kelley, Shannon Munoz, and Karine Thomas. **Press:** Absent.

Call to Order/Minutes

Chairman Bobby Goodson called the meeting to order at 5:23pm. He then presented the July 18, 2018 meeting minutes for approval. Deborah Gandy made a motion to approve the minutes as submitted. Marci Tuten seconded. All in favor.

Applications

AMC Theaters – 118 W. Carolina Ave. – reface cabinet & signage

Sherri Hartsell was present to participate in the discussion regarding AMC's proposal to reface the marquee with an aluminum, powder coated, white, wood-grain panel that would have the letters AMC centered on it. The open face channel letters would be lighted with three red stripes on each side of the channel letters that would also be illuminated. The proposal also included frosting a glass panel to the left of the ticket booth. Each of the members voiced his/her comments regarding the sign proposed.

Danny Johnson made a motion to approve the sign as presented with a satin finish and the frosted glass panel. Deborah Gandy seconded. All in favor.

Palmetto Realty – 125 A N. Fifth Street – wall mounted sign

Sandy Gaskins was present to participate in the discussion regarding her proposal to place a high-density urethane sign with a 3D effect on the column to the left of the front door. The sign would have a white background, red letters, a black palmetto tree and a black border. Marci Tuten suggested that the phone number and address are removed from the sign. Sandy Gaskins asked the board if they could require businesses to paint. Shannon Munoz will check with the code enforcement officer. Marci Tuten made a motion to approve the sign as submitted with the removal of the phone number and address. Danny Johnson seconded. All in favor.

Wooden Pineapple – 148 Mantissa Row – awning & wall mounted sign

Bobby and Diane Ollis were present to participate in the discussion regarding their proposal for a quarter round style awning and a high-density urethane wall mounted sign. Chairman Goodson made a motion to redesign the sign to increase the size of the business name and logo. The information relative to the hours, location, and days of operation shall be placed on the nearest glass side panel. George Walden seconded. All in favor.

Deborah Gandy made a motion to approve the awning as submitted. George Walden seconded. All in favor.

Main Street Update – Karine Thomas

- EdVenture is open for business.
- Berry Lane is closed.
- A new business is moving into the former Mezzo Forte location.
- The Wooden Pineapple is scheduled to open in September.
- Construction continues in the Mantissa Alley.
- Farewell to Summer – August 23, 2018
- Downtown Block Parties - September 13 & 27, and October 11, 2018
- Edventure's Ladies Night Out – September 20, 2018
- I Love This Town – August 17, 2018
- National Night Out – August 11, 2018
- Screen on the Green – August 11, 2018
- Library Event – July 25, 2018
- Fifth Street will be closed between Laurens and Camden on August 20, 2018

Election of Officers

Danny Johnson made a motion to re-elect Bobby Goodson Chairman. George Walden seconded. All in favor. All in favor.

George Walden made a motion to re-elect Danny Johnson Vice Chairman. Marci Tuten seconded. All in favor.

The members present took the official oath of office.

Adjournment

Chairman Goodson made a motion to adjourn at 6:21pm. Danny Johnson seconded. The next meeting is scheduled for Wednesday, September 19, 2018 at 5:15PM in Council Chambers at City Hall.

Signature

Date



MINUTES
City of Hartsville, South Carolina
Museum Commission Special Meeting
Wednesday, August 15, 2018 –6:30PM
The Edition at the Hartsville Museum—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 August 9, 2018 AND DULY POSTED AT THE HARTSVILLE MUSEUM, AN ACCESSIBLE FACILITY.

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

Members Absent: Colin Hungerpillar, Judi Elvington and Steve Tinney

Staff: Kathy Dunlap, Museum Director, Andrea Powell, Museum Manager

Staff Absent: Gina Tiller, City of Hartsville Operations Manager

Call to Order

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

Unfinished Business

None

New Business

1. The minutes of the April 18, 2018 Special Meeting were read and approved as written and then signed by Chairman Dr. Chapman.
2. Museum Director Kathy Dunlap explained the new City of Hartsville Oath of Office forms for Commission members to read and sign. Dunlap will mail the forms to all 9 Museum Commission members and return them to City Clerk Sherron Skipper when signed.
3. Patty Holley made a motion to elect Dr. Raymond Chapman as Chairman of the Museum Commission and John Nichols as Treasurer. Sue Brand seconded and the group approved.
4. Dunlap reported that the 2018-2019 budget began July 1. Rentals of The Edition have been steady since the building's opening in May 2018 with little maintenance required.
5. Dunlap and Museum Manager Andrea Powell were instructed to research the Colclough family request for an exhibit on Harry "Buster" Colclough Hartsville Police Officer 1960's; determine the amount of artifacts available for the project; and research the African American Officers on the Hartsville Police force before the 1960's.
6. Andrea Powell made a short presentation on an idea she has for conducting a haunted tour of Hartsville at night to raise funds for the museum that will also add another exciting activity to Hartsville's downtown happenings

Adjournment

The next regular Museum Commission meeting is November 21, 2018 at 6:30 PM at The Edition, 221 North Fifth Street.

Museum Commission Chair

Attest: _____
Kathy Dunlap, Recording Secretary

DRAFT

MINUTES

PARKING, BEAUTIFICATION, AND BUSINESS IMPROVEMENT COMMISSION
MONDAY, AUGUST 13, 2018 AT 5:30 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 FRIDAY, AUGUST 10, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVE, AN ACCESSIBLE FACILITY.

Commission Members Present: Chairman Carol Godwin, Emily Phillips, Gregory Alexander, Steve Fagan

Absent: Richard Porter

Members of the Public Present: None

City of Hartsville Staff: Karen Caulder, Shannon Munoz, Karine Thomas

- 1) Chairman Godwin called the meeting to order at 5:40 PM.
- 2) The Oaths of Office were led by Karen Caulder and signed by the commission members present.
- 3) MOTION TO ELECT OFFICERS: Motion: Gregory Alexander; Second: Steve Fagan; for Carol Ann Godwin to continue as Chair. Motion: Carol Ann Godwin; Second, Gregory Alexander; for Dick Porter, Vice-Chair. Motion: Steve Fagan; Second: Carol Ann Godwin; for Emily Phillips, Recorder. Carried: All Ayes.
- 4) MOTION TO APPROVE THE MINUTES OF THE FEBRUARY 26, 2018 COMMISSION MEETING – APPROVED. Motion: Fagan; Second: Gregory; Carried: All Ayes.

Unfinished Business

- 5) Research for membership based on district boundaries. Commission Member Phillips stated that she would research old files that she had from the previous commission members and update the commission at the next meeting. Commission Chair Godwin stated that they may be able to request information from the Governor's Office regarding the bylaws.

New Business

- 6) Reviewing fees and boundaries. Karine Thomas gave the commission an update on all of the Parking and Beautification fee renewals received to date. Karine Thomas presented the commission with a map of the district boundaries and asked for clarification on what side of the street the boundaries were located. Discussion of fees also ensued and the commissioners were asked if they could locate Exhibit A, which amended the fee schedule in March 2016.
- 7) Discussion of dumpsters needing attention. Commission Member Fagan stated that there were several dumpsters that needed replacing. Karen Caulder stated that she has a budget line item dedicated to refurbishing dumpsters and that the city's public works department changed out one the previous day. Commission Member Alexander stated that the dumpster near his office seemed to constantly move when emptied. Commission Member Fagan stated that future dumpster fencing should be utilized around all district dumpsters and cited the terrible condition that the dumpster behind Golden Dragon was in.
- 8) MOTION TO ADJOURN at 7:00 PM: Motion: Alexander; Second: Fagan. Carried: All Ayes.

Carol Ann Godwin Commission Chair

Date



**MINUTES
PARKS COMMITTEE
THURSDAY, AUGUST 30, 2018
2:00 P.M. PUBLIC SERVICES BUILDING, 145 W. CAROLINA AVENUE**

1. No meeting was held due to lack of quorum.

DRAFT



Planning and Zoning Department

Minutes

Planning Commission Meeting
City Council Chambers, City Hall
100 East Carolina Avenue
Monday, August 27, 2018 5:30p.m.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON AUGUST 23, 2018 AND DULY POSTED IN CITY HALL.

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

Call to Order/Minutes

Chairman Curtis Lee called the meeting to order at 5:31pm. Mark Stellingworth took the official oath of office. Chairman Lee presented the July 30, 2018 meeting minutes for approval. Mark Stellingworth made a motion to approve the minutes as submitted. Nancy McGee seconded. All in favor.

Old Business

Sign Ordinance Revision

The purpose of the portion of the sign ordinance revision that was presented was to bring the code into compliance in response to the decision by the Supreme Court of the United States in the case of Reed v. Town of Gilbert. The case was about Freedom of Speech and content neutrality. The City attorney reviewed the ordinance and made revisions based on the case. Mark Stellingworth made a motion to approve the revisions as submitted. Casey Hancock seconded. All in favor.

Comprehensive Plan

- Rough drafts, identifying measureable goals,
- Rough drafts should be submitted by the end of August.
- The drafts shall be placed on Google Drive.
- List of policies, projects, programs from each group with identifying costs.
- Measures of effectiveness.

Chairman Lee suggested reviewing the plan quarterly, once the plan is complete and adopted by City Council. The quarterly meetings could be held in various locations around the city as long as it is included in the annual meeting notice.

The draft plan shall be submitted to City Council by October 2018.

Small City, BIG IDEAS Forum

With a grant from the Byerly Foundation, the Planning Commission will host a leadership forum. Marc Ross and Vince Graham will be the speakers for Small City, BIG IDEAS Forum: Thought leadership for the future of Hartsville. The forum will be held on Tuesday, September 11, 2018 at Davidson Hall from 6:30p.m. – 8:30p.m. Planning Commission will promote the event.

Brenda Kelley will contact Johnna Shirley to confirm which evenings the evening school program is held to determine parking availability.

There being no further business, Mark Stellingworth made a motion to adjourn at 6:50p.m. Nancy McGee seconded. All in favor.

Signature

Date



REPORT

CITY OF HARTSVILLE, SOUTH CAROLINA
COUNCIL AFRICAN-AMERICAN CEMETERY COMMITTEE
TUESDAY, AUGUST 28, 2018 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 FRIDAY, AUGUST 24, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE.

Committee Members Present: Tre Gammage, Chair, Johnny Andrews, Mayor Pro-Tem
Guests Present: Pecolia Grove, Ruth Segars, Carolyn Johnson, Willie Williams
Staff Present: Kennedy McGee

The following matters were discussed:

1. Saturday Clean Up
 - a) 15 volunteers were in attendance, some being from One Church.
 - b) Tre contacted all schools with 4th Grade or higher to request student volunteers from the Beta Club and Johnny has reached out again to Coker College in pursuit of volunteers.
2. October Historical Society Event Update
 - a) Brian Gandy, county historian, invited Johnny, Adlena Graham, and Tre to present a program regarding the Marion Cemetery at the Historical Society meeting to be held on October 18th.
 - b) Johnny is working to prepare a power point to accompany the presentation.

The next meeting will be held Tuesday, September 25, 2018 at 3 p.m. in the City Hall Council Chambers.

Councilman Gammage closed the meeting at 3:30 p.m.

This is our report and recommendations to the full Council.

Tre Gammage, Committee Chair

Date



REPORT

CITY OF HARTSVILLE, SOUTH CAROLINA
COUNCIL COMMUNITY ENGAGEMENT COMMITTEE

TUESDAY, AUGUST 28, 2018 AT 3:45 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 FRIDAY, AUGUST 24, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVE, AN ACCESSIBLE FACILITY.

Committee Members Present: Tre' Gammage, Chair and Johnny Andrews

Absent: Teresa Mack

Members of the Public Present: None

Staff: Shannon Munoz

Chair Gammage called the meeting to order at 3:45 PM.

The Chair led discussion on the following:

a) Citibot follow-up

The discussion focused on the city's existing program, See Click Fix, and that the existing contract was through June 2019, with a three-month notice if the city decides not to renew the contract. There was discussion about how the city could determine the total number of people who have downloaded the app. Chair Gammage stated that if Citibot could show the city how their product could engage at least 25% of city residents then the new program would potentially be worth having.

b) Pocket park project

Chair Gammage stated that he met with Coker Enactus and the Ministerial Alliance to discuss new pocket parks in the city. Coker Enactus will undertake the project of park layout and study three or four pocket park areas.

c) Bike to the future - GSSM

Mayor Pro Tem Andrews discussed where the existing bike path lanes were located. Discussion also ensued of having different points of interest mapped and inviting and engaging the GSSM students to a meeting for further discussion of bike paths within the city.

d) Next meeting: September 25, 2018 at 4:00 PM, in City Council Chambers

The meeting was adjourned at 4:30 PM.

This is our report and recommendations to the full Council.

Tre Gammage, Committee Chair

Date



REPORT

CITY OF HARTSVILLE, SOUTH CAROLINA
COUNCIL FINANCE, AUDIT, BUDGET COMMITTEE
THURSDAY, JUNE 28, 2018 – 3:30 PM

2ND FLOOR CONFERENCE ROOM – 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, JUNE 26, 2018 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE.

Council Committee Members: Chairman Andrews, Mayor Pennington, Councilmember Wilson
Executive Staff: City Manager Zeigler and Finance Director Caulder

Chairman Andrews called the meeting to order at 3:30 PM.

DISCUSSIONS

- WATER RATES DISCUSSION

The updated water and sewer rates were presented by Finance Director Caulder, in which the amendments since the first reading were reviewed. Finance Director Caulder spoke through the amendments from the first reading passed, which included additional detail on resident vs. non-resident rates by addition of two schedules to ordinance 4337 and a 2-year phase-in for water and sewer rates on 2" and above metered customers to ordinance 4337.

Chair Andrews closed the meeting at 4:00pm.

This is our report and recommendations to the full Council.

Johnny Andrews, Committee Chair

Date



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Departmental Reports for August 2018

ATTACHMENTS:

Description

- ▣ Animal Control
- ▣ Business Navigator
- ▣ Codes 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
- ▣ Departmental Reports Not Submitted

Calls between two dates by type

Criteria:

Enter the from date: 08/01/2018

Enter the to date: 08/31/2018

Aggression

Date	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
08/08/2018 09:06:34	H: W: C:	Caller stated someone dropped a kitten in her front yard. Kitten was picked up and taken to Hartsville Animal Hospital. Hartsville Animal with keep Kitten			402 Mill Ave. Hartsville SC 29550	08/06/2018 16:00:00 Bryan.Crowley	08/08/2018 16:30:00	08/08/2018 Animal Released to Owner
08/12/2018 08:50:00	H: W: C:	Mr. Leroy McCoy call station and advise his neighbors dog was loose and came into his yard. Mr. McCoy was advise by other neighbor of the dog running loose. Chris Haas went to 1374 Heatly Dr. and talk with Michelle Bryant about the issue with the dog.			1374 Heatly Dr. Hartsville SC 29550	08/12/2018 08:50:00 Chris.Haas	08/12/2018 09:05:00	08/12/2018 Spoke with Owner

Total Aggression: 2

Animals left in vehicle

Date	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
08/10/2018 09:50:11	H: W: C:	Hartsville Police Dept. requested animal control to pickup dog due to owner being arrested. Carry to Fire station and waiting on owner to pickup dog. Owners of dog are Randell Ivey and Daniel Vaught. Carry dog to Owners brothers House at 302 S Leesburg street a Mr. Brandon Ivey toke the dog.			1150 S four Street Hartsville SC 29550	08/10/2018 01:30:00 Jeff.Burr	08/10/2018 01:45:00	08/10/2018 Animal Released to Owner

Total Animals left in vehicle: 1

Ill Treatment of an Animal

Date	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
08/06/2018 19:20:00	H: W: C:	Call received from dispatch for a dog being tied in the woods and law enforcement was on scene. Met with law enforcement and transported the dog to city kennel. 8-7-18 carry dog to Hartsville Animal Hospital to be checked out. 8-8-18 Picked dog up from Hartsville Animal Hospital, and carried to DCHS intake number 1896, gave DCHS the vets medical report to shelter.			140 Lange Court Hartsville SC 29550	08/06/2018 19:30:00 Bryan.Crowley	08/06/2018 19:45:00	08/08/2018 Animal Released to DCHS

Total Ill Treatment of an Animal: 1

Stray

Date	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
08/02/2018 18:42:03	Mitchell, Carolyn H: W: C:843- 858- 2776	Animal had severe trauma to the face so euthanization was the best choice.			602 Howard Street Hartsville SC 29550	08/02/2018 18:40:00 Tim.Watford	08/02/2018 18:45:00	08/02/2018 Animal destroyed
08/06/2018 13:30:00	H: W: C:	Placed traps at residence due to stray cat problem. 8-8-18 picked up one Tabby cat carry to DCHS intake # 1897. 8/8/18 picked up one tabby cat and carried to DCHS #1911 8/14/18 reset trap at location 8/17/18 picked up trap.			1020 E. Home Ave Hartsville SC 29550	08/03/2018 16:00:00 Jeff.Burr	08/07/2018 13:00:00	08/17/2018 Animal Not Found
08/14/2018 08:45:00	H: W: C:	Placed trap out to catch a cat that has been staying around this residence. Trap was left for 2 days and no cat was caught. Trap was taken up for further use.			904 W. Washington St. Hartsville SC 29550			08/15/2018 Animal Not Found
08/14/2018 09:00:00	H: W: C:	Placed a trap out at this residence due to a cat			416 W. College Ave	Bryan.Crowley		08/14/2018 Spoke with Owner

		roaming around their house. After lunch was called by resident and he stated that he no longer wanted us to catch the cat because they wanted to keep it.			Hartsville SC 29550			
08/14/2018 14:10:00	H: W: C:	Resident called and stated they had a stray puppy caught and needed it picked up. Picked up puppy and transported it to DCHS. Intake #1970 Resident name: Eloise Williams			315 Arbor Dr Hartsville SC 29550	Bryan.Crowley		08/14/2018 Animal Released to DCHS
08/15/2018 10:00:00	H: W: C:	Resident called and stated that 4 puppies had been dropped off on the side of the road in a clothes basket. Picked up puppies and brought them to the station for food and water. One of the puppies was adopted from the fire dept and the other 3 were carried to the humane society for adoption. Intake numbers: 1975,1976,1977			712 Alzea Circle Hartsville SC 29550	08/15/2018 13:48:00 Bryan.Crowley		08/15/2018 Animal Released to DCHS
08/17/2018 09:20:00	H: W: C:	Fairfield Inn called and said they were two cats at the front door trying to get in when people walked in the hotel. Responded and caught one cat and set a trap to try and catch the other cat.			200 South 4th Street Hartsville SC 29550	08/17/2018 11:23:12 Bryan.Crowley	08/27/2018 11:30:00	08/27/2018 Animal Not Found
08/18/2018 12:20:00	H: W: C:	Called to location for a stray cat. Chris Haas was loading the cat into cat and the cat bit Haas on the right index finger through the bite gloves.. Haas carry cat to Hartsville animal			312 Kenwood Avenue Hartsville SC 29550	08/18/2018 12:00:00 Chris.Haas	08/18/2018 12:10:00	08/28/2018 Animal Released to DCHS

		hospital to be check out and cat was place in quarantine for 10 days start 8-18-18 to 8-28-18. End of the quarantine 8-28-2018. Picked up cat from Hartsville Animal Hospital and carry to DCHS Intake #2110						
08/25/2018 10:15:00	H: W: C:	Picked up dog from FDTEC. Carry to Hartsville Animal Hospital to be evaluated. 8-28-18 picked up dog from Hartsville animal Hospital and carry to DCHS intake # 2109			225 Swift Creek Road Hartsville SC 29550	08/25/2018 10:15:00 Jeff.Burr	08/25/2018 10:30:00	08/28/2018 Animal Released to DCHS
08/27/2018 11:37:40	H: W: C:	Thomas Catoe picked up two kittens from this location. Jeff burr carry to DCHS on Saturday 8-25-18. Intake # 2085 for the Tabby, and 2086 for the Calico.			4th street and Cargill way Hartsville SC 29550	08/24/2018 21:30:00 Jeff.Burr	08/24/2018 21:40:00	08/25/2018 Animal Released to DCHS
08/31/2018 14:24:53	H: W: C:	Occupant called from location stated he has two puppies needed to be picked up. and when they catch the others they will call for pick up. DCHS intake # 2161 Black and White. Intake # 2162 for black.			212 Wilkes Circle Hartsville SC 29550	08/31/2018 10:10:00 Jeff.Burr	08/31/2018 10:45:00	08/31/2018 Animal Released to DCHS

Total Stray: 11

Report: **Animal Control -> Calls between two dates by type**

Generated by Animal Shelter Manager 41u [Mon 3 Sep 17:26:39 BST 2018] at CITY OF HARTSVILLE FIRE DEPARTMENT ANIMAL CONTROL on 09/04/2018 by Sherry.Griggs

Monthly Departmental Report: Navigator 2018



Historic Butler District Neighborhood Revitalization Strategy

January 2018: The community meeting was canceled. We plan to meet in February.

February 2018: The community meeting was held on Thursday, February 15, 2018. Councilman Tre Gammage sponsored a nonbiased forum that asked those in attendance four (4) specific questions regarding needs of the Historic Butler District and how the Byerly Foundation can address those needs.

March 2018: A community meeting was held on Thursday, March 15, 2018. The conversation surrounded getting back on track. The attendance dwindled and several meetings were cancelled.

April 2018: A community meeting was held on Thursday, April 19, 2018. Brenda Kelley presented a report of the accomplishments that had been made as outlined in the South Hartsville Neighborhood Revitalization Strategy. Mary Catherine Farrell prepared the report. Dr. Heatley informed the group that The Rotary Club wanted to partner with the Butler Heritage Foundation to do a project. The group brainstormed ideas for a project. No decision was made. Brenda Kelley announced that the Great American Clean Up was scheduled for Saturday, April 28, 2018.

May 2018: The May 17, 2018 meeting was cancelled because of scheduling conflicts.

June 2018: No update.

July 2018: No update.

August 2018: No update.

Comprehensive Plan

January 2018: During its January 29, 2018 meeting, the Planning Commission finalized the core team members. Each commissioner gave an update from the Public Kick-Off Meeting that was held on Monday, January 8, 2018. The commissioners accepted the 2018 calendar, which included the regular planning commission meeting, team member meetings, and quarterly public meetings.

February 2018: The core team members for each of the elements met on Monday, February 12, 2018 at Coker College Davidson Hall. The team leaders gave an overview of the elements and the type data to be included. Members provided input into the planning process. Some teams have started to develop goals and objectives.

March 2018: The core team members for the elements with the exception of Education and Community Facilities met on Monday, March 12, 2018 at Coker College Davidson Hall.

April 2018: The core team members for the elements with the exception of Education and Community Facilities met on Monday April 9, 2018 at Coker College Davidson Hall.

May 2018: The teams met on Monday, May

June 2018: The Planning Commission held a public hearing in Council Chambers at City Hall on Monday, June 25, 2018 to give an update of the comprehensive plan. Fifteen persons signed the sign in sheet. Four persons presented their concerns and provided input.

July 2018: The Planning Commission held the Comprehensive Plan meeting on July 9, 2018 at Davidson Hall. The commissioners provided an update of their element at the regular Planning Commission Meeting on July 30, 2018. The plan will be submitted to City Council by October 2018.

August 2018: The Planning Commission held the Comprehensive Plan meeting on August 13, 2018 at Davidson Hall. The commissioners provided an update of their element at the regular Planning Commission Meeting on August 27, 2018. The commission is still scheduled to submit the plan to City Council by October 2018.

Ordinance Revision

January 2018: The Planning Commission reviewed the General Provisions section of the Ordinance. They made a motion to make a recommendation to City Council to adopt the amendments.

February 2018: No update.

March 2018: No update.

April 2018: No update.

May 2018: CD of Pope Flynn is reviewing the sign ordinance to determine if it is in compliance with the Reed vs. Gilbert case.

June 2018: No update.

July 2018: The Planning Commission reviewed the sign ordinance that was drafted by attorney Rhodes of Pope Flynn. The commissioners had a difficult time following the ordinance as it was submitted. They tabled the revision and asked Ms. Kelley to redline it and resubmit for the August meeting.

August 2018: The Planning Commission reviewed the portion of the sign ordinance in response to the decision by the Supreme Court of the United States in Reed v. Town of Gilbert. The case dealt with Freedom of Speech and content neutrality. The commission voted unanimously to make a recommendation to City Council to adopt the revisions to bring this portion of the ordinance in compliance.

CODES ENFORCEMENT ACTIVITY

TIME STAMP	TYPE ACTIVITY	PROPERTY	OWNER NAME	ADDRESS	TAX MAP #	Report	target date	Open or Closed
10/19/17	IPMC	Hartsville, SC	Joseph	Hartsville, SC	057-02-01-113	10-19-17		OPEN
1/16/18	DEMO	Hartsville, SC	Smith, Reggie	Hartsville, SC	057-01-03-010	1/16/18	8/28/18	CLOSED
1/16/18	DEMO	Ave., Hartsville,	DCFLC	Ave., Hartsville,	056-14-01-002	1/16/18		OPEN
1/16/18	DEMO	Hartsville, SC	DCFLC	Conway, SC	056-10-04-092	1/16/18		OPEN
2/26/18	IPMC	Hartsville, SC	Lyde, Eddie	ST.,	057-02-02-112	2/26/18		OPEN
2/26/18	IPMC	Hartsville, SC	Douglas	Oyster Bay, NY	056-10-03-101	2/26/18		OPEN
2/26/18	IPMC	Cir., Hartsville,	Thomas	Apt. 6M,	056-14-06-043	2/26/18	8/22/18	CLOSED
2/26/18	IPMC	Hartsville, SC	Dorothy, Samuel	Street, Hartsville,	057-02-01-083	2/26/18		OPEN
2/26/18	IPMC	Hartsville, SC	Bevel, Marvel	Ave. Apt. 3H,	057-06-02-005	2/26/18		OPEN
2/26/18	IPMC	St., Hartsville,	Parolee	St.,	057-06-03-071	2/26/18		OPEN
3/8/18	IPMC	Hartsville, SC	Habitat For	Street, Florence,	056-14-03-047	3/8/18	8/26/18	CLOSED
3/8/18	IPMC	Street, Hartsville,	Sheba Bishop	Apt. B3,	056-14-06-069	3/8/18	7/31/18	CLOSED
3/8/18	IPMC	Hartsville, SC	Leona c/o	Luther King	056-10-03-082	6/5/18		OPEN
4/12/18	IPMC	Ave., Hartsville,	Commission			4/11/18		OPEN
4/12/18	IPMC	Ave., Hartsville,	Commission			4/11/18		OPEN
4/12/18	IPMC	Hartsville, SC	Commission			4/11/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18	8/21/18	CLOSED
4/13/18	IPMC	Ave., Hartsville,	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		CLOSED
4/13/18	IPMC	St., Hartsville,	Commission			4/12/18		OPEN
4/13/18	IPMC	St., Hartsville,	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		CLOSED
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		CLOSED
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		CLOSED
4/13/18	IPMC	Hartsville, SC	Commission			4/12/18		OPEN
4/25/18	IPMC	Hartsville, SC	Edwards, Brian	Ramblewood	057-02-01-081	4/25/18		CLOSED
4/25/18	IPMC	Hartsville, SC	Watson	Lydia, SC 29079	057-02-01-130	6/5/18		CLOSED
5/11/18	IPMC	St., Hartsville,	Doris	Brooklyn, NY	& 056-14-07-	5/11/18	8/14/18	CLOSED

5/17/18	IPMC	Hartsville SC	Commission			5/17/18		OPEN
5/17/18	IPMC	St., Hartsville,	Commission			5/17/18		OPEN
5/17/18	IPMC	St., Hartsville,	Commission			5/17/18		OPEN
5/17/18	IPMC	Hartsville, SC	Commission			5/17/18		OPEN
5/17/18	IPMC	Hartsville, SC	Redmond, Evan	Weymouth, MA	056-14-01-064	5/17/18		OPEN
5/17/18	IPMC	222 Jasper Ave., Hartsville, SC 29550	Forfeited Land Commission			5/17/18		OPEN
5/24/18	IPMC	207 W. College Ave., Hartsville, SC 29550	Patterson, Megan	207 W. College Ave., Hartsville, SC 29550	056-06-03-050	5/25/18	8/14/18	CLOSED
6/21/18	IPMC	524 Lewellen, Hartsville, SC 29550	Pierce Properties Management	1031 Meadow Oaks Dr. Hartsville, SC 29550	057-01-02-003	8/16/18		CLOSED
6/25/18	IPMC	702 Hudson St., Hartsville, SC 29550	Mudde, Rene & Laura	136 Wakefield Dr., Hartsville, SC 29550	056-14-05-027	6/25/18		OPEN
6/27/18	IPMC	500 S. Sixth St., Hartsville, SC 29550	Mouzon, Karen	324 St. Andrews St., Petersburg, VA 23803	056-10-03-061	6/27/18		OPEN
6/29/18	IPMC	330 Tillotson Ave., Hartsville, SC 29550	Smith, Reggie	621 Commanchee St., Hartsville, SC 29550	056-14-07-028	6/29/18		CLOSED
6/29/18	IPMC	Off of Fifth St., Hartsville, SDC 29550	SC Development Properties c/o Charles Winfree Law Office	100 S. Elm St., Suite 430, Greensboro, NC 27401	056-14-04-072	6/29/18		OPEN
7/3/18	IPMC	913 Robinson St., Hartsville, SC 29550	Bradley, Jesse	1244 Flinns Rd., Hartsville, SC 29550	057-02-02-092	7/3/18		OPEN
7/3/18	IPMC	Sixth St., Hartsville, SC 29550	Josey, Donnie	220 Beechwood Dr., Hartsville, SC 29550	057-02-02-140	7/3/18	8/21/18	CLOSED

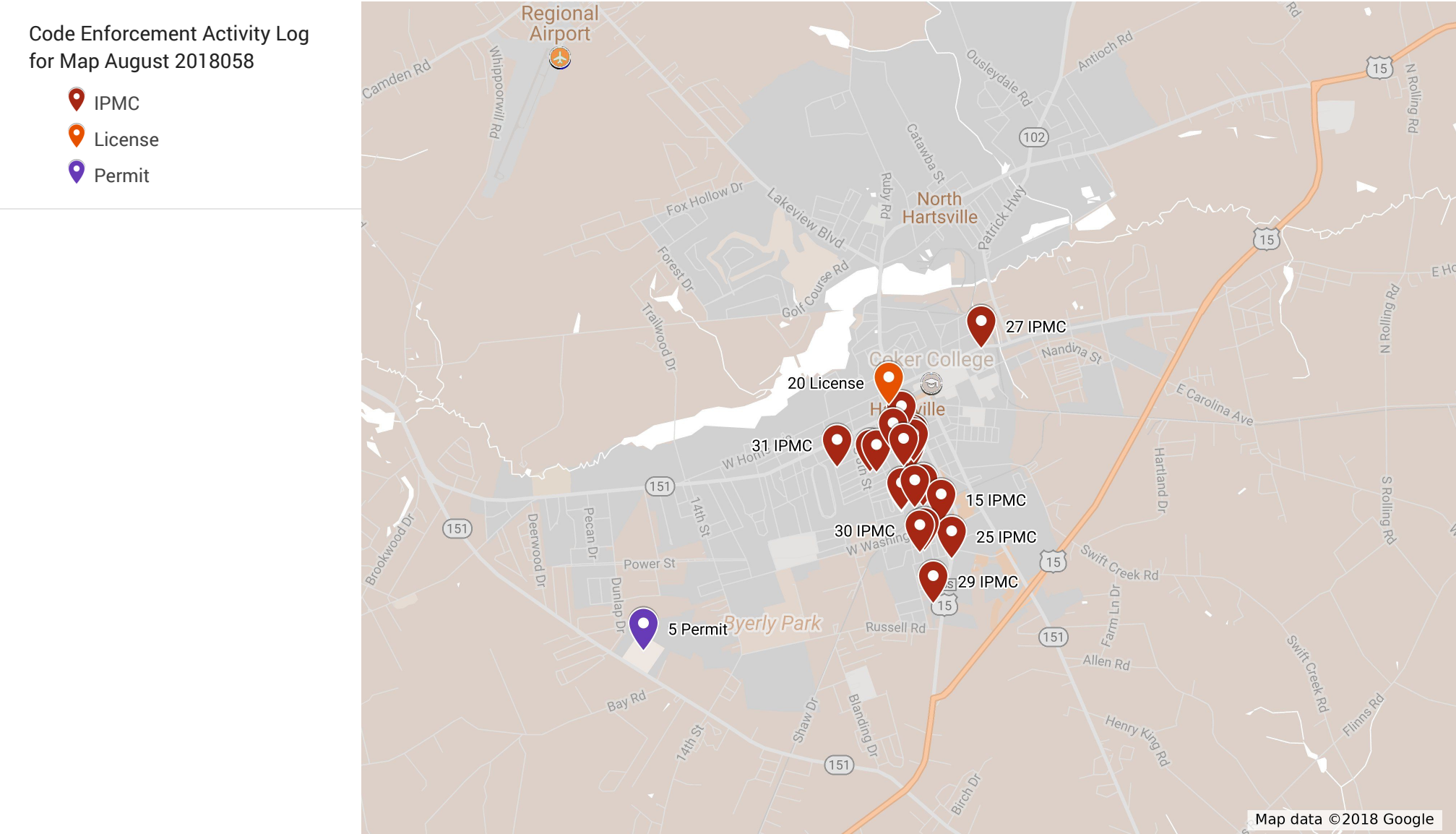
7/3/18	IPMC	Robinson St., Hartsville, SC 29550	Henderson, George	1920 Corinna St., Fayetteville, NC 28301	057-06-03- 049, 057-06- 03-050, 057- 06-03-051	8/3/18		OPEN
7/3/18	IPMC	1207 Robinson St., Hartsville, SC 29550	Richey, S.F.	PO Box 283, Hartsville, SC 29551	057-06-03-048	7/3/18		OPEN
7/3/18	IPMC	1214 Robinson St., Hartsville, SC 29550	Bradley, Timothy	2068 Una Rd., Hartsville, SC 29550	057-06-03-043	8/3/18		OPEN
7/3/18	IPMC	1213 Robinson St., Hartsville, SC 29550	Ham, Robert	104 S. Darlington Ave., Lamar, SC 29069	057-06-03-045	8/3/18		OPEN
7/11/18	IPMC	426 S. Sixth St., Hartsville, SC 29550	Bennett, Anna & Gogola, Michael	426 S. Sixth St., Hartsville, SC 29550	056-10-03-057	7/11/18		CLOSED
7/11/18	IPMC	316 Brewer Ave., Hartsville, SC 29550	Lynn, Tyrone	1269 Oakhaven Dr., Hartsville, SC 29550	056-14-02-018	7/11/18	8/20/18	CLOSED
7/13/18	IPMC	810 Glen Acres, Hartsville, SC 29550	Amerson, Sarah & Bradley, W., Robinson, Jennifer	810 Glen Acres, Hartsville, SC 29550	057-01-02-032	8/3/18		OPEN
7/13/18	IPMC	921 Spring Court, Hartsville, SC 29550	Edwards, Wayne	4411 Church Ave. #6H, Brooklyn, NY 11203	036-16-01-009	7/13/18		OPEN
7/13/18	IPMC	212 Howard St. & Howard St., Hartsville, SC 29550	English, Ronnie, & Wingate, Mary	3247 Samuel Rd, Darlington, SC 29540	056-10-04-093 & 056-10-04- 035	8/16/18		OPEN
7/13/18	IPMC	314 Lincoln Ave., Hartsville, SC 29550	Woodham, Michael	431 Russell Rd, Hartsville, SC 29550	057-02-01-080	7/13/18		CLOSED
7/13/18	IPMC	414 Bell Ave., Hartsville, SC 29550	Dennis, William R.	262 Bright St., Jersey City, NJ 07302	056-09-03-044	7/13/18		CLOSED

7/23/18	IPMC	5th & 6th St	Fast Point Food Stores Inc	2811 Reidville Rd St. 116 Spartanburg SC 29301	057-06-03-100	7/23/18		OPEN
7/24/18	IPMC	326 Marion Ave., Hartsville, SC 29550	Hinson, Mae Canete	3052 Drakeshore Dr., Florence, SC 29501	056-14-07-039	7/24/18		OPEN
7/24/18	IPMC	N. Third & Cherokee Dr., Hartsville, SC 29550	Saleeby, Jonathan	1108 Pinehurst Dr., Hartsville, SC 29550	056-02-03-045	7/24/18	8/13/18	CLOSED
7/24/18	IPMC	322 Marion Ave., Hartsville, SC 29550	Ham, Robert	104 S. Darlington Ave., Lamar, SC 29069	056-14-07-055	7/24/18		OPEN
7/27/18	IPMC	612 Howard St., Hartsville, SC 29550	Liberty Hill Holiness Church	516 Society Avenue, Hartsville, SC 29550	056-14-03-050	7/27/18		OPEN
7/27/18	IPMC	418 Logan Ave., Hartsville, SC 29550	Rogers, Earl	418 Logan Ave., Hartsville, SC 29550	056-13-03-062	7/27/18	8/8/18	CLOSED
8/1/18	IPMC	District 5	Routine Patrol					
8/2/18	IPMC	District 4	Routine Patrol					
8/2/18	License	Charles Smith Co.				8/2/18	8/2/18	CLOSED
8/3/18	Permit	Trane				8/3/18	8/3/18	CLOSED
8/3/18	IPMC	District 2 & 3	Routine Patrol					
8/3/18	IPMC	204 Jasper Ave., Hartsville, SC 29550	Jackson, Carrie	PO Box 381 Timmonsville, SC 29161	056-14-03-093	6/27/18		OPEN
8/6/18	IPMC	District 5	Routine Patrol					
8/7/18	IPMC	District 4	Routine Patrol					
8/7/18	IPMC	504 S. Sixth st, Hartsville, SC 29550	Hughes, Eric	9801 Taylor Road, Chesterfield, VA 23832	056-10-03-062	8/7/18		OPEN

8/7/18	IPMC	441 S. Sixth St., Hartsville, SC 29550	Nickelson, Ellie Que & Marcus Quinton	5325 Ruffin Road, Prince George, VA 23875	056-10-03-099	8/7/18	8/24/18	CLOSED
8/7/18	IPMC	441 1/2 S. Sixth St., Hartsville, SC 29550	Byrd, Jeter	1552 W. Old Camden Road, Hartsville, SC 29550	056-10-03-098	8/7/18		CLOSED
8/7/18	IPMC	Sixth St., Hartsville, SC 29550	Slayton, Jacqueline	PO Box 288, Society Hill, SC 29593	056-10-03-046	8/7/18	8/26/18	CLOSED
8/9/18	IPMC	509 S. Sixth St., Hartsville, SC 29550	Dixon, Henry & Cora	1201 E. Old Camden Rd, Hartsville, SC 29550	056-10-03-043	8/9/18		CLOSED
8/9/18	IPMC	146 W. Laurens, Hartsville, SC 29550	Jackson, Polly	1224 Meadow Lark Ln., Darlington, SC 29540	056-10-02-074	8/9/18		CLOSED
8/9/18	IPMC	722 Butler St., Hartsville, SC 29550	Brown, Donald	476 Pennington Circle, Hartsville, SC 29550	056-14-06-023	8/9/18	8/26/18	CLOSED
8/9/18	IPMC	720 Butler St., Hartsville, SC 29550	Barfield, Mary	103 Heather Lane, Latta, SC 29565	056-14-06-022	8/9/18		CLOSED
8/9/18	IPMC	District 1,2,3	Routine Patrol					
8/13/18	IPMC	District 5	Routine Patrol					
8/14/18	IPMC	District 1 and 2	Routine Patrol					
8/14/18	IPMC	829 Tuskegee	Kelly, Joseph	749 Kingston Dr., McBee, SC 29101	057-03-01-009	8/14/18		OPEN
8/15/18	IPMC	District 3,4	Routine Patrol					
8/17/18	Permit		Wheeler's Home Improvement			8/17/18	8/17/18	CLOSED
8/17/18	IPMC	District 6	Routine Patrol					
8/16/18	IPMC	319 Brewer Ave., Hartsville, SC 29550	E & L Housing LLC	PO Box 147, Lydia, SC 29079	056-14-02-019	8/16/18		CLOSED

		318 Logan Ave., Hartsville, SC 29550	Parrott III, William	7127 Amarillo Dr., Charlotte, NC 28262	056-14-02-034	8/16/18		OPEN
8/16/18	IPMC	District 2	Routine Patrol					
8/20/18	IPMC	Gainey's Woodwork				8/17/18	8/20/18	CLOSED
8/20/18	License	Carolina Construction				8/20/18	8/21/18	CLOSED
8/21/18	License	District 1 & 6	Routine Patrol					
8/21/18	IPMC	Platinum Pavings ga				8/21/18	8/22/18	CLOSED
8/21/18	License	Howard St., Hartsville, SC 29550	Jackson, Johnny Andre	1912 Blanding Dr., Hartsville, SC 29550	056-14-03-020	8/21/18		OPEN
8/21/18	IPMC	503 & 505 Howard St., Hartsville, SC 29550	Martin, Elise Etal	PO Box 80332, Charleston, SC 29416	056-10-03-065 & 056-10-03- 064	8/21/18		OPEN
8/22/18	IPMC	District 4	Routine Patrol					
8/23/18	IPMC	District 5	Routine Patrol					
8/23/18	IPMC	723 Hudson St., Hartsville, SC 29550	Jackson, Donald and Vanessa	PO Box 14092, Florence, SC 29504	056-14-05-016	8/23/18		OPEN
8/23/18	IPMC	S. Fifth St., Hartsville, SC 29550	Reynolds, C. Dathon	PO Box 218 Lamar, SC 29069	057-03-01-007	8/23/18		CLOSED
8/24/18	IPMC	District 2 & 3	Routine Patrol					
8/27/18	License	Twin Oaks Tree Service				8/27/18		CLOSED
8/27/18	IPMC	District 2	Routine Patrol			8/27/18		
8/27/18	IPMC	533 E. Home Ave., Hartsville, SC 29550	Catoe, Elsie			8/31/18		OPEN
8/28/18	IPMC	2205 Robinson St., Hartsville, SC 29550	Arthur Properties	413 Goodson Dr., Hartsville, SC 29550	057-02-02-086	8/28/18		OPEN
8/28/18	IPMC	2206 Robinson St., Hartsville, SC 29550	Gates, JD	331 N. Main St., Darlington, SC 29532	057-02-01-141	8/28/18		OPEN

City of Hartsville Monthly Codes Enforcement Issues 2018





MONTHLY DEVELOPMENT REPORT

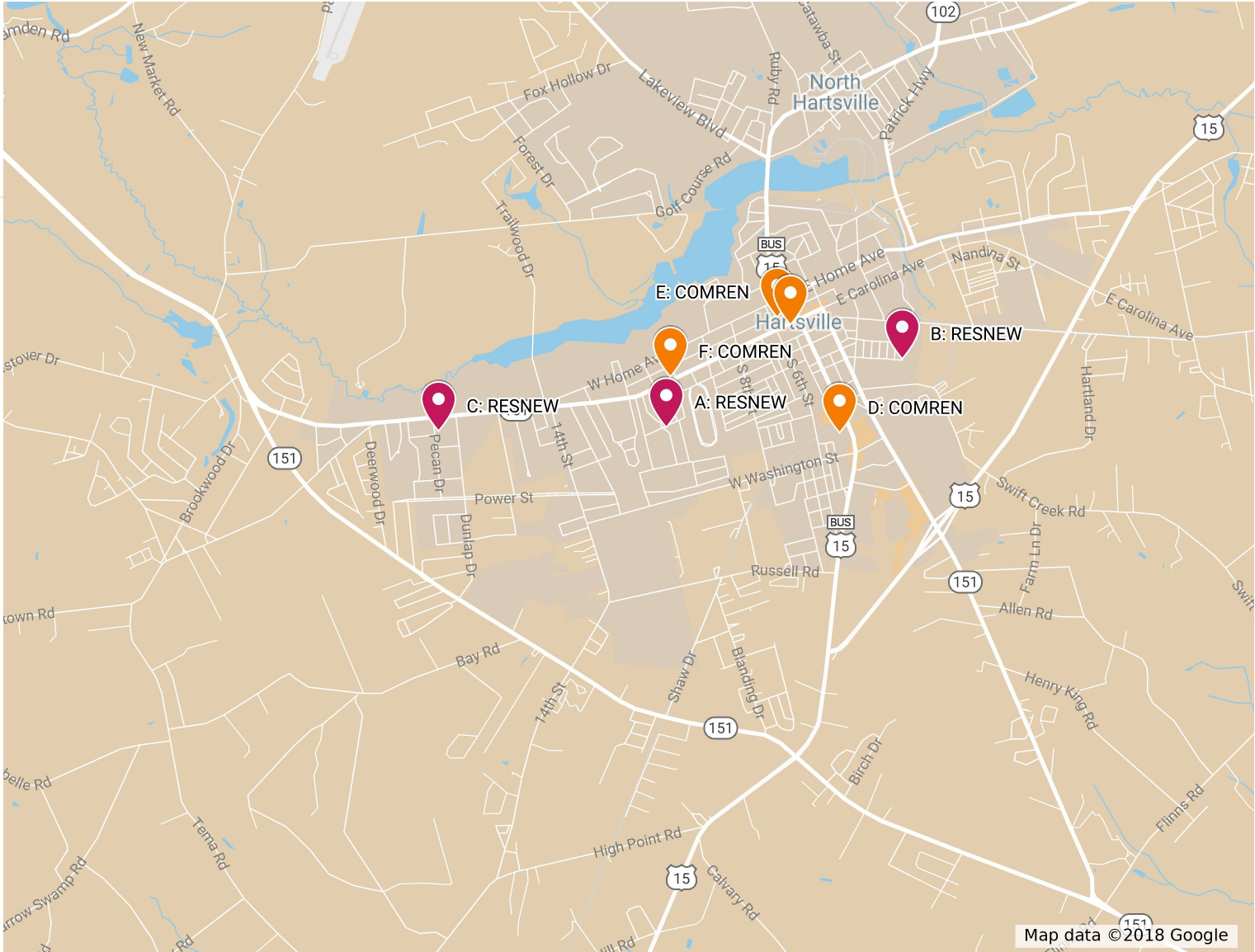
PERMITS ISSUED							
			Number	Est. construction		Fees	
			of permits	cost	YTD	paid	YTD
	Building		19	\$ 296,733.00	\$ 671,944.40	\$ 2,140.00	\$ 4,215.00
	Electrical		3	\$ 15,175.00	\$ 43,075.00	\$ 265.00	\$ 855.00
	Gas		0				
	Mechanical		5	\$ 344,983.00	\$ 438,937.00	\$ 2,200.00	\$ 3,360.00
	Plumbing		3	\$ 9,852.00	\$ 10,752.00	\$ 215.00	\$ 260.00
	TOTAL		30	\$ 666,743.00	\$ 1,164,708.40	\$ 4,820.00	\$8,690.00
PLAN REVIEWS							
	Number	0					
	Fees paid						
AD ZBOA	Number	3					
	Fees paid	\$60.00					
ZONING PERMITS (signs)		6					
	Total	\$120.00					
ZONING PERMITS(building)							
	Total issued						
Demolition		5	\$ 350.00		Special Event		
Well		0					
Re-inspection fees		0	\$ -				
Maps		0	\$ -				

City of Hartsville Monthly New Permits 2018

City of Hartsville Permits for Map
August 201808

COMREN
RESNEW

New residential and commercial construction permits issued each month in 2018.

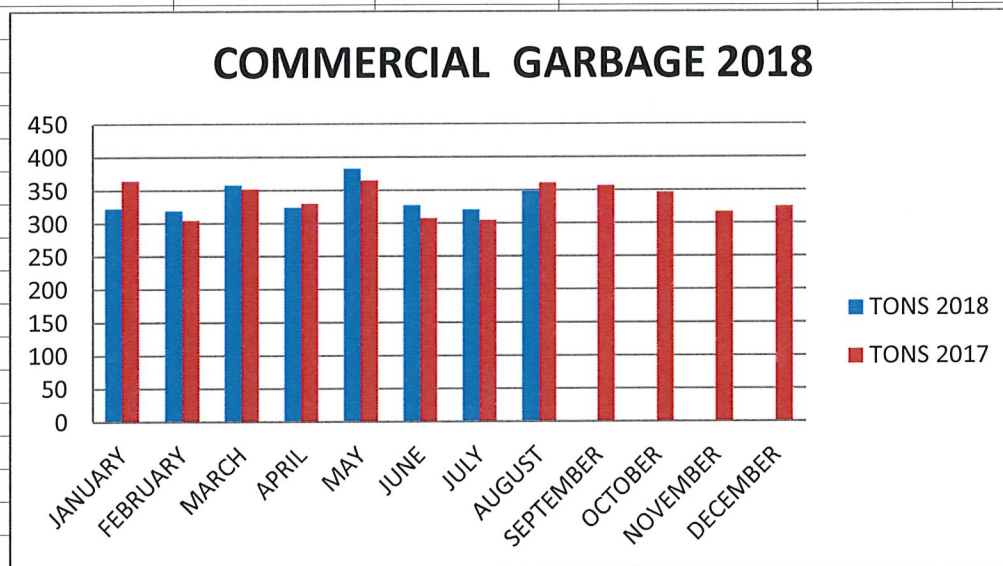


Monthly Departmental Report: Environmental Services



**AUGUST
2018**

Departmental Report: Environmental Services					
COMMERCIAL GARBAGE 2018					
MONTH	TONS 2018	TONS 2017	GAIN/LOSS		
JANUARY	322.12	364.35	42.23-		
FEBRUARY	319.14	304.72	14.42+		
MARCH	357.85	351.88	5.97+		
APRIL	324.04	329.99	5.95-		
MAY	382.45	364.83	17.62+		
JUNE	327.02	307.68	19.34+		
JULY	320.62	304.81	15.81+		
AUGUST	348.76	361.23	12.47-		
SEPTEMBER		356.86			
OCTOBER		346.38			
NOVEMBER		317.2			
DECEMBER		325.05			
TOTALS	2702	4034.98			

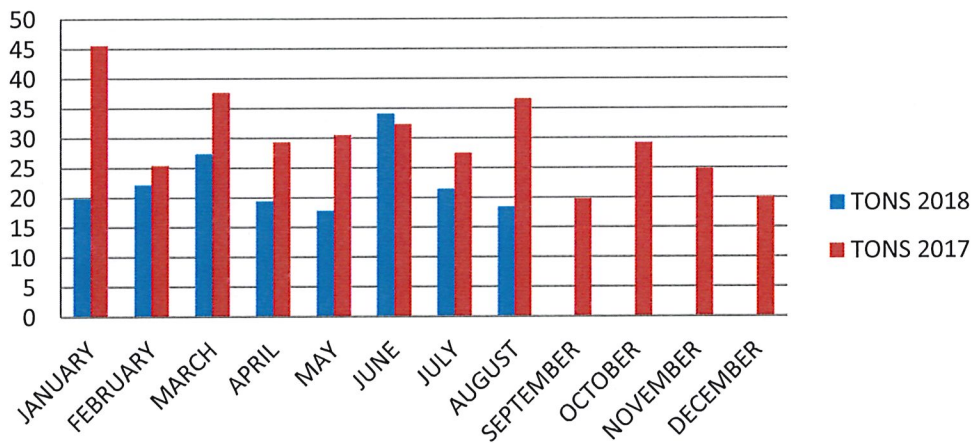


Departmental Report: Environmental Services

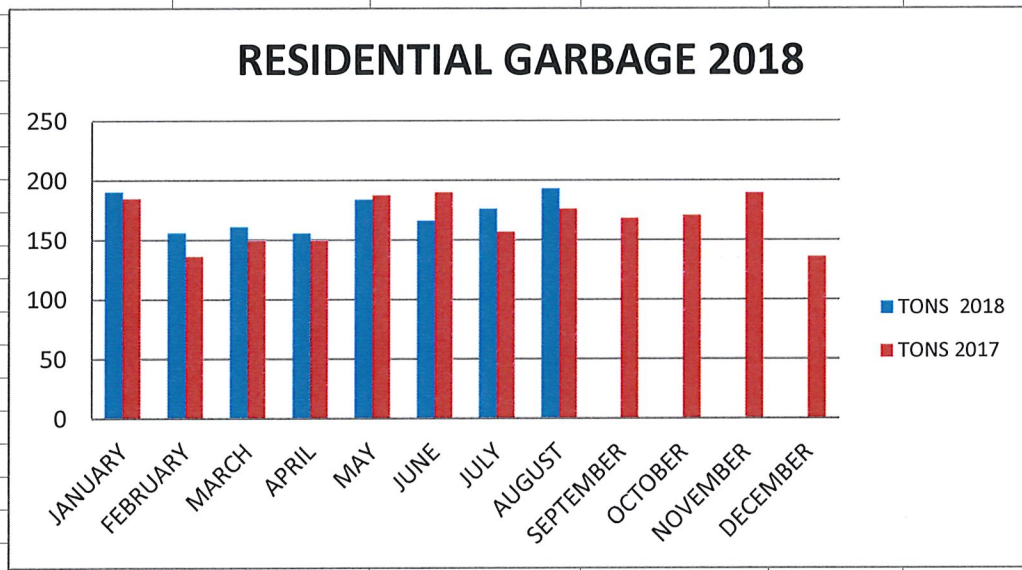
COMMINGLE MRF 2018

<u>MONTH</u>	<u>TONS 2018</u>	<u>TONS 2017</u>	<u>GAIN/LOSS</u>
JANUARY	19.9	45.61	25.71-
FEBRUARY	22.13	25.41	3.28-
MARCH	27.37	37.72	10.35-
APRIL	19.38	29.37	9.99-
MAY	17.79	30.54	12.75-
JUNE	34.11	32.36	1.75
JULY	21.44	27.51	6.07-
AUGUST	18.43	36.65	18.22-
SEPTEMBER		19.74	
OCTOBER		29.2	
NOVEMBER		24.82	
DECEMBER		20.06	
TOTALS	180.55	358.99	

COMMINGLE MRF 2018



Departmental Report: Environmental Services					
RESIDENTIAL GARBAGE 2018					
MONTH	TONS 2018	TONS 2017	GAIN/LOSS		
JANUARY	190.29	184.91	5.38+		
FEBRUARY	155.85	136.31	19.54+		
MARCH	160.95	149.85	11.1+		
APRIL	155.62	149.63	5.99+		
MAY	183.93	187.65	3.72-		
JUNE	166.19	190.12	23.93-		
JULY	176.06	157.09	18.97+		
AUGUST	193.2	176.02	17.18-		
SEPTEMBER		168.2			
OCTOBER		170.78			
NOVEMBER		189.46			
DECEMBER		136.1			
TOTALS	1382.09	1996.12			

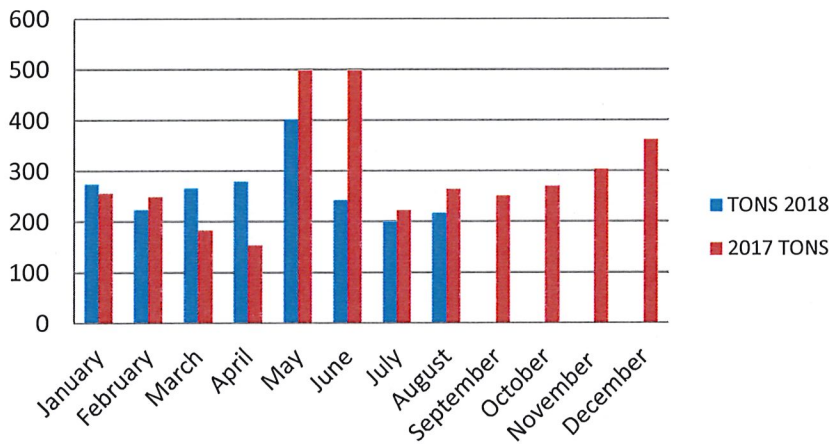


Departmental Report: Environmental Services

Yard Debris 2018

					TONNAGE	TRIP
MONTH	TONS 2018	2018 TRIPS	2017 TONS	2017 TRIPS	GAIN/LOSS	GAIN/LOSS
January	273.97	66	256.42	58	17.55+	8+
February	223.39	55	249.64	61	26.25-	6-
March	265.89	63	183.63	42	82.26+	21+
April	279.34	58	154.19	31	125.15	27+
May	402.14	91	498.85	110	96.71-	19-
June	242.49	64	498.61	107	256.12-	43-
July	200.36	141	222.84	52	22.48-	89+
August	217.36	57	264.62	72	47.26-	15-
September			251.4	68		
October			270.45	76		
November			304.22	86		
December			361.97	81		
TOTALS	2104.94	595	3516.84	844		

YARD DEBRIS 2018





Monthly Financial Reports & Update

For the Month Ended August 31, 2018

Council Meeting 09/11/2018

City of Hartsville
General Fund Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Property Taxes	-	35,234.73	2,936,000.00	98.80%
Payments in Lieu	-	-	90,000.00	100.00%
Franchise Fees	169,942.56	244,942.72	638,500.00	61.64%
Penalties & Interest - Taxes	1,478.20	5,556.98	30,000.00	81.48%
Business Licenses	37,905.18	55,622.78	1,699,600.00	96.73%
Permits	5,435.00	10,390.00	78,700.00	86.80%
Tax Revenues - State	313,787.61	314,067.04	1,566,157.00	79.95%
Public Safety Fees	-	134,196.73	790,100.00	83.02%
Parks & Leisure Fees	1,419.50	4,376.50	21,500.00	79.64%
Fines	15,921.74	17,579.64	140,000.00	87.44%
Special Assessments	7,825.00	17,125.00	115,000.00	85.11%
Investment Earnings	-	26.27	-	0.00%
Rents	3,650.00	4,850.00	30,600.00	49.35%
Contributions & Donations	2,500.00	15,500.00	72,000.00	96.88%
Other Financing Sources	1,189.09	2,242.94	185,200.00	100.00%
Interfund Transfers	-	-	1,621,439.51	100.00%
Sale of Assets	(669.07)	8,251.93	15,000.00	44.99%
Extraordinary Items	-	-	-	0.00%
	560,384.81	869,963.26	10,029,796.51	91.33%
Expenditures				
General & Administrative	264,574.49	372,097.95	1,209,471.03	69.23%
Mayor & Council	19,287.93	33,768.17	206,737.48	83.67%
Court Operations	20,429.34	37,561.82	196,521.97	80.89%
City Manager	34,045.02	57,791.34	330,875.25	82.53%
Information Technology	58,828.16	59,028.16	240,000.00	75.40%
Finance	32,405.11	59,953.76	381,067.09	84.27%
Legal	10,113.30	13,537.45	75,000.00	81.95%
Administrative Services	17,770.93	32,628.73	184,439.65	82.31%
Mainstreet	7,498.67	11,962.29	56,441.95	78.81%
Business Navigator	45,153.54	120,589.05	458,585.18	73.70%
Police Department	299,845.59	625,047.78	2,939,177.17	78.73%
Fire Department	138,021.03	355,096.34	1,621,929.34	78.11%
Victims Advocate	5,034.33	7,852.95	44,583.01	82.39%
Tourism	21,220.06	23,935.08	162,638.10	85.28%
Operations Maintenance	7,802.16	13,240.82	70,916.14	81.33%
Parks & Leisure	99,759.62	150,579.45	728,441.15	79.33%
Streets & Grounds	83,359.82	153,524.44	772,004.18	80.11%
Museum Operations	14,255.03	24,968.96	135,817.82	81.62%
Cemetery Operations	9,731.94	9,755.84	104,400.00	90.66%
Airport Operations	5,984.74	6,334.37	110,750.00	94.28%
School Crossing Guards	1,073.00	1,073.00	-	0.00%
	1,196,193.81	2,170,327.75	10,029,796.51	78.36%
Net Revenue (Expenditures)	(635,809.00)	(1,300,364.49)	-	

**City of Hartsville
Utility Funds**

Water/Sewer Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Charges for Services	222,643.10	441,529.49	2,186,059.00	79.80%
Fees	178,471.65	344,518.01	2,321,198.00	85.16%
Investment Earnings	-	3,063.82	-	0.00%
Rents	31,211.75	31,211.75	125,000.00	75.03%
Waterpark Services	277,889.19	841,275.38	1,811,600.00	0.00%
Other Financing Sources	-	10.00	-	0.00%
Accumulated Surplus	-	-	-	0.00%
	710,215.69	1,661,608.45	6,443,857.00	74.21%
Expenditures				
Water Expenditures	528,530.78	721,323.49	1,985,268.98	63.67%
Sewer Expenditures	114,069.07	464,976.99	2,214,924.15	79.01%
Waterpark Expenditures	1,528,536.14	1,800,454.78	1,811,600.00	0.00%
	2,171,135.99	2,986,755.26	6,011,793.13	50.32%
Net Revenue (Expenditures)	<u>(1,460,920.30)</u>	<u>(1,325,146.81)</u>	<u>432,063.87</u>	

Stormwater Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Stormwater Fees and Interfund transfers	4.00	8.00	106,255.43	99.99%
	4.00	8.00	106,255.43	99.99%
Expenditures				
Total Expenditures	8,011.88	13,657.50	105,796.87	87.09%
	8,011.88	13,657.50	105,796.87	87.09%
Net Revenue (Expenditures)	<u>(8,007.88)</u>	<u>(13,649.50)</u>	<u>458.56</u>	

**City of Hartsville
Misc Funds**

Environmental Services Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Fees	112,359.13	223,315.07	1,344,800.00	83.39%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	-	-	-	0.00%
Interfund Transfers in	-	-	-	0.00%
Extraordinary Items	-	-	-	0.00%
	<u>112,359.13</u>	<u>223,315.07</u>	<u>1,344,800.00</u>	<u>83.39%</u>
Expenditures				
Total Expenditures	125,912.66	303,722.10	1,340,315.81	77.34%
	<u>125,912.66</u>	<u>303,722.10</u>	<u>1,340,315.81</u>	<u>77.34%</u>
Net Revenue (Expenditures)	<u>(13,553.53)</u>	<u>(80,407.03)</u>	<u>4,484.19</u>	

Infrastructure Park Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Payments in Lieu of Taxes	-	-	515,000.00	100.00%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	500.00	1,000.00	5,500.00	81.82%
Extraordinary Items	-	-	-	0.00%
	<u>500.00</u>	<u>1,000.00</u>	<u>520,500.00</u>	<u>99.81%</u>
Expenditures				
Total Expenditures	5,833.28	7,086.20	507,416.72	98.60%
	<u>5,833.28</u>	<u>7,086.20</u>	<u>507,416.72</u>	<u>98.60%</u>
Net Revenue (Expenditures)	<u>(5,333.28)</u>	<u>(6,086.20)</u>	<u>13,083.28</u>	

Debt Service Fund

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Property Tax Revenues	-	1,771.75	165,000.00	98.93%
	<u>-</u>	<u>1,771.75</u>	<u>165,000.00</u>	<u>98.93%</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>-</u>	<u>1,771.75</u>	<u>378.89</u>	

**City of Hartsville
Special Revenue Funds**

Hospitality Taxes Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Taxes	76,740.05	155,782.75	900,000.00	82.69%
Penalties & Interest - Taxes	283.49	1,578.09	2,600.00	39.30%
Investment Earnings	-	-	-	0.00%
Interfund Transfers	-	-	92,500.00	100.00%
	<u>77,023.54</u>	<u>157,360.84</u>	<u>995,100.00</u>	<u>84.19%</u>
Expenditures				
Total Expenditures	21,778.57	32,031.21	995,100.00	96.78%
	<u>21,778.57</u>	<u>32,031.21</u>	<u>995,100.00</u>	<u>96.78%</u>
				0%
Net Revenue (Expenditures)	<u>55,244.97</u>	<u>125,329.63</u>	<u>-</u>	

Accommodations Taxes Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Taxes	18,192.38	36,113.10	185,000.00	80.48%
Investment Earnings	-	-	-	0.00%
	<u>18,192.38</u>	<u>36,113.10</u>	<u>185,000.00</u>	<u>80.48%</u>
Expenditures				
Total Expenditures	456.67	913.34	185,000.00	99.51%
	<u>456.67</u>	<u>913.34</u>	<u>185,000.00</u>	<u>99.51%</u>
Net Revenue (Expenditures)	<u>17,735.71</u>	<u>35,199.76</u>	<u>-</u>	

**City of Hartsville
Recreation Enterprise Funds**

Recreation Concessions Budget to Actual

	<i>Aug-18</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
Revenues				
Concessions Revenue	809.52	7,726.50	92,000.00	91.60%
Extraordinary Items			13,000.00	0.00%
	809.52	7,726.50	105,000.00	92.64%
Expenditures				
Total Expenditures	290.00	6,999.92	105,000.00	93.33%
	290.00	6,999.92	105,000.00	93.33%
Net Revenue (Expenditures)	519.52	726.58	-	

Monthly Departmental Report: Finance



Monthly Revenue Report

Month of: August 2018

Hospitality taxes collected:	\$71,440.61
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Accommodation taxes collected:	\$18,192.38
(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:	\$2,625.00

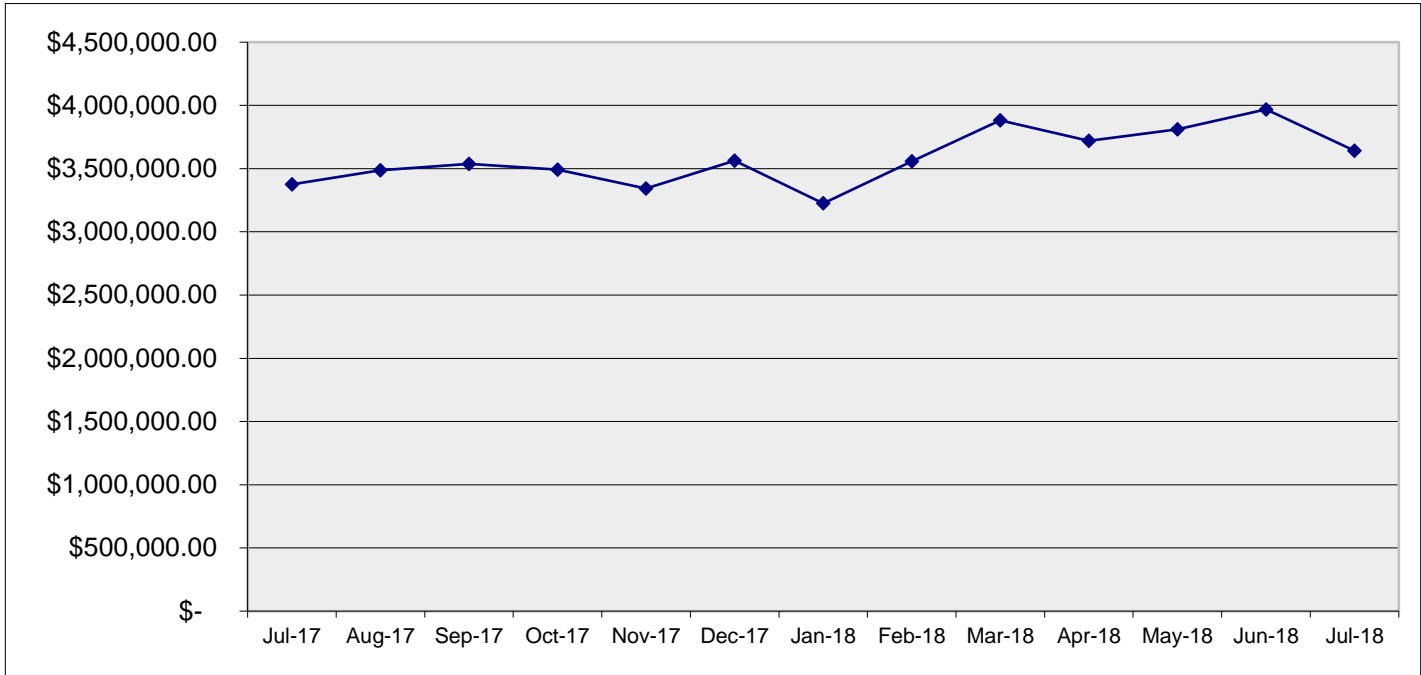
Hospitality Tax Recap

	Net Taxable Sales	X .02	Discount	Penalty	Total Paid
Jul-17	\$ 3,376,397.91	\$ 67,528.07	\$ (1,322.42)	\$ 79.16	\$ 66,284.81
Aug-17	\$ 3,486,940.55	\$ 69,738.48	\$ (1,351.80)	\$ 147.91	\$ 69,534.59
Sep-17	\$ 3,538,281.04	\$ 70,766.00	\$ (1,258.54)	\$ 58.13	\$ 69,565.59
Oct-17	\$ 3,492,137.67	\$ 69,842.75	\$ (1,354.01)	\$ 78.48	\$ 68,533.87
Nov-17	\$ 3,342,422.27	\$ 66,848.31	\$ (1,171.23)	\$ 14.36	\$ 65,691.44
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
Jul-18	\$ 3,642,022.58	\$ 72,849.53	\$ (1,436.33)	\$ 30.66	\$ 71,440.61
TOTAL	\$46,601,677.47	\$ 932,104.25	(\$17,878.69)	\$1,247.35	\$ 916,436.31

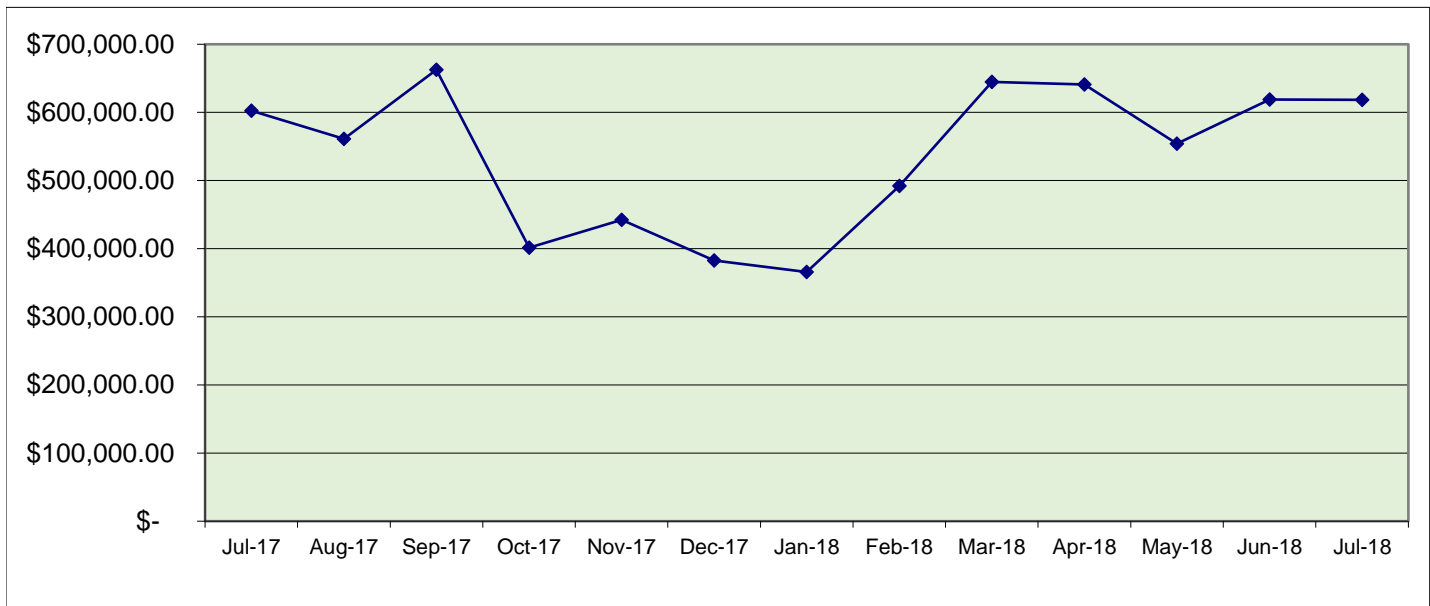
Accommodations Tax Recap

	Net Taxable Sales	X .03	Discount	Penalty	Total Paid
Jul-17	\$ 602,370.40	\$ 18,071.11	\$ (355.67)	\$ -	\$ 17,714.44
Aug-17	\$ 561,102.74	\$ 16,833.08	\$ (298.05)	\$ 173.53	\$ 16,708.56
Sep-17	\$ 662,518.46	\$ 19,875.55	\$ (394.61)	\$ -	\$ 19,480.94
Oct-17	\$ 401,381.81	\$ 12,041.45	\$ (236.75)	\$ 2.37	\$ 11,807.07
Nov-17	\$ 442,303.84	\$ 13,269.11	\$ (262.89)	\$ -	\$ 13,006.22
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
Jul-18	\$ 618,635.90	\$ 18,559.09	\$ (366.71)	\$ -	\$ 18,192.38
TOTAL	\$6,987,914.47	\$209,637.13	(\$4,116.87)	\$175.90	\$169,302.63

Hospitality Tax Chart for past 12 months



Accommodation Tax Chart for past 12 months



City of Hartsville Fire Department

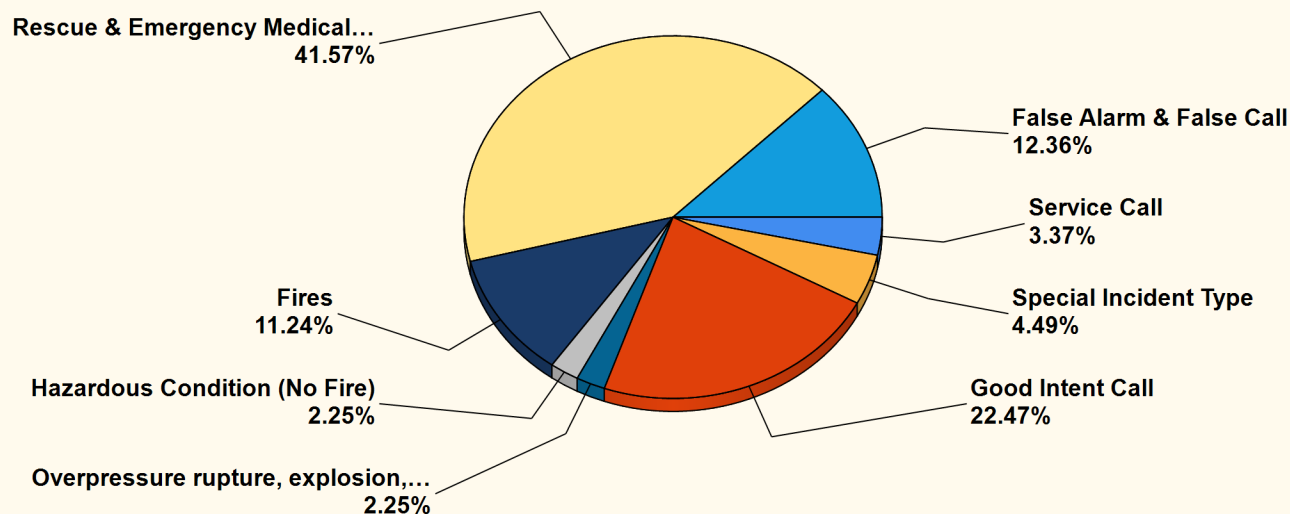
Hartsville, SC

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2018 | End Date: 08/31/2018



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	11.24%
Overpressure rupture, explosion, overheat - no fire	2	2.25%
Rescue & Emergency Medical Service	37	41.57%
Hazardous Condition (No Fire)	2	2.25%
Service Call	3	3.37%
Good Intent Call	20	22.47%
False Alarm & False Call	11	12.36%
Special Incident Type	4	4.49%
TOTAL	89	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
112 - Fires in structure other than in a building	1	1.12%
130 - Mobile property (vehicle) fire, other	1	1.12%
131 - Passenger vehicle fire	2	2.25%
132 - Road freight or transport vehicle fire	1	1.12%
141 - Forest, woods or wildland fire	1	1.12%
142 - Brush or brush-and-grass mixture fire	2	2.25%
143 - Grass fire	1	1.12%
154 - Dumpster or other outside trash receptacle fire	1	1.12%
240 - Explosion (no fire), other	2	2.25%
311 - Medical assist, assist EMS crew	28	31.46%
321 - EMS call, excluding vehicle accident with injury	1	1.12%
322 - Motor vehicle accident with injuries	5	5.62%
324 - Motor vehicle accident with no injuries.	3	3.37%
412 - Gas leak (natural gas or LPG)	1	1.12%
440 - Electrical wiring/equipment problem, other	1	1.12%
531 - Smoke or odor removal	1	1.12%
550 - Public service assistance, other	1	1.12%
551 - Assist police or other governmental agency	1	1.12%
600 - Good intent call, other	2	2.25%
611 - Dispatched & cancelled en route	15	16.85%
631 - Authorized controlled burning	2	2.25%
651 - Smoke scare, odor of smoke	1	1.12%
700 - False alarm or false call, other	1	1.12%
710 - Malicious, mischievous false call, other	1	1.12%
715 - Local alarm system, malicious false alarm	1	1.12%
730 - System malfunction, other	1	1.12%
733 - Smoke detector activation due to malfunction	1	1.12%
735 - Alarm system sounded due to malfunction	1	1.12%
743 - Smoke detector activation, no fire - unintentional	2	2.25%
745 - Alarm system activation, no fire - unintentional	2	2.25%
746 - Carbon monoxide detector activation, no CO	1	1.12%
900 - Special type of incident, other	1	1.12%
911 - Citizen complaint	3	3.37%
TOTAL INCIDENTS:	89	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 9/4/2018 9:56:44 AM



Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 08/01/2018 | End Date: 08/31/2018

INCIDENT TYPE	Incident Status	# INCIDENTS
Zone: City Limits - City Limits		
130 - Mobile property (vehicle) fire, other	Reviewed	1
131 - Passenger vehicle fire	Reviewed	1
132 - Road freight or transport vehicle fire	Reviewed	1
143 - Grass fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	19
322 - Motor vehicle accident with injuries	Reviewed	3
324 - Motor vehicle accident with no injuries.	Reviewed	2
412 - Gas leak (natural gas or LPG)	Reviewed	1
611 - Dispatched & cancelled en route	Reviewed	6
651 - Smoke scare, odor of smoke	Reviewed	1
700 - False alarm or false call, other	Reviewed	1
710 - Malicious, mischievous false call, other	Reviewed	1
730 - System malfunction, other	Reviewed	1
735 - Alarm system sounded due to malfunction	Reviewed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	2
746 - Carbon monoxide detector activation, no CO	Reviewed	1
911 - Citizen complaint	Reviewed	2

Zone: Darlington Co. - Darlington County		
112 - Fires in structure other than in a building	Reviewed	1
131 - Passenger vehicle fire	Reviewed	1
141 - Forest, woods or wildland fire	Reviewed	1
142 - Brush or brush-and-grass mixture fire	Reviewed	2
154 - Dumpster or other outside trash receptacle fire	Reviewed	1
240 - Explosion (no fire), other	Reviewed	2
311 - Medical assist, assist EMS crew	Reviewed	9
321 - EMS call, excluding vehicle accident with injury	Reviewed	1
322 - Motor vehicle accident with injuries	Reviewed	2
324 - Motor vehicle accident with no injuries.	Reviewed	1
440 - Electrical wiring/equipment problem, other	Reviewed	1

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

INCIDENT TYPE	Incident Status	# INCIDENTS
531 - Smoke or odor removal	Reviewed	1
550 - Public service assistance, other	Reviewed	1
551 - Assist police or other governmental agency	Reviewed	1
600 - Good intent call, other	Reviewed	2
611 - Dispatched & cancelled en route	Reviewed	9
631 - Authorized controlled burning	Reviewed	2
715 - Local alarm system, malicious false alarm	Reviewed	1
733 - Smoke detector activation due to malfunction	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	2
900 - Special type of incident, other	Reviewed	1
911 - Citizen complaint	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

August, 2018

Dear Jeff Burr,

This monthly status report gives you a quick snapshot (as of 2018-08-28) of the claims which have been submitted and paid in the previous month.

	Last Month (Aug)		All Year (2018)	
	# Claims	\$ Amount	# Claims	\$ Amount
Claims Submitted	5	\$1,932.00	47	\$30,208.00
Payments Received By FRUSA	3	\$3,884.00	24	\$13,560.00
Claims Denied	0	\$0.00	7	\$3,880.00
Non-Billable (Other)	0	-	7	-
In Progress	5	-	16	-



SEPTEMBER 2018 COUNCIL GRANT REPORT

Active Projects:

- COPS Hiring Grant
- SC Housing NIP Award
- 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 2018

Applications Pending Award Notification:

- SC Department of Public Safety – Highway Safety 2019
- JAG 2018
- USDA Community Facilities

Applications in Progress:

- RIA Smith Street Well
- Hometown Economic Development Grant

Future Applications (2 – 6 months lead time):

- October 2018 – Duke Energy Foundation Water Resources Fund Letter of Intent
- October 2018 – FEMA PDM Grant for City Hall Generator
- December 2018 – Highway Safety

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 - August 2018

Home Department**	July Headcount	August Hires / Transfers In	August Terms	August Transfers Out	August Headcount	DIVERSITY				
						Asian	Black or 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	2	0	0	0	2	0	0	0	2	0
000415 / Finance	4	0	0	0	4	0	1	0	3	0
000417 / Human Resources	2	0	0	0	2	0	0	1	1	0
000418 / Main Street Hartsville	1	0	0	0	1	0	0	0	1	0
000419 / Business Navigator	6	0	0	0	6	0	2	1	3	0
000421 / Police Department	44	1	0	0	45	0	5	0	40	0
000422 / Fire Department	32	1	1	0	32	0	2	0	30	0
000423 / Victim's Advocate**	0	0	0	0	0	0	0	0	0	0
000426 / Tourism	2	1	0	0	3	0	0	0	3	0
000431 / Maintenance	1	0	0	0	1	0	0	0	1	0
000432 / Sanitation Dept.	13	1	2	0	12	0	6	0	6	0
000452 / Parks & Recreation	7	0	0	0	7	0	2	0	5	0
000453 / Streets & Grounds	12	0	0	0	12	0	7	0	5	0
000454 / Museum Operations	3	0	0	0	3	0	0	0	3	0
000500 / Water Utilities	7	0	0	0	7	0	1	0	6	0
000600 / Sewer Utilities	2	0	0	0	2	0	1	0	1	0
000700 / School Crossing Guards	10	1	2	0	9	0	5	0	4	0
000800 / Storm Water Utilities	1	0	0	0	1	0	0	0	1	0
000900 / Water Park	2	0	1	0	1	0	0	0	0	1
Totals:	164	5	6	0	163	0	36	3	123	1

**Based on Home Departments/does not reflect employees with dual departments; Victim's Advocate headcount reflected in 421

Completed Events/Campaigns

August

HFD / HPD Annual Physicals
FATS Simulator Training 8/15/18
Quarterly Health & Wellness Series [Parks & Recreation] / Flag Football 8/23

Upcoming Events

September

BBP + Refresher Training 9/12 & 9/19
Benefit Open Enrollment Meetings 9/26-9/28

October

Benefit Open Enrollment Month
Quarterly Health & Wellness Series [Parks & Recreation] / Basketball October 29th
CPR Training Class #1 [TBA]
Flu Clinic [TBA]



Date: September 5th, 2018

To: City of Hartsville

From: Frida Brown- Main Street Hartsville

Re: Monthly Status report

Status Report and Updates:

August Ribbon Cuttings:

EdVenture Hartsville Children's Museum



Upcoming Calendar:

Farmer's Market September 8th 9am- 1pm East Carolina Avenue

Downtown Block Party Fall Concert Series September 13th Painted Man will be playing from 6-9 pm.

Downtown Block Party Fall Series Concert Series September 27th, Wet Nose Dog will be playing from 6-9 pm. East College Avenue will be blocked off for event.

Chili Cookoff for Farmer's Market happening in November.

Working on:

Planning Holiday Extravaganza for November 15th and tree lighting ceremony.

Touring new businesses and visitors around downtown.

Designing and printing posters for downtown events for fall scarecrow contest, treats on the street for October 25th, from 4:30-6:30 pm. Costume contest held downtown on treats on the street event.

New Partnerships, current Partnerships Renewals and Thank you's.

Making deposits and processing payments for farmer's market and vendors and sponsors.

Working on getting sponsorships, public relations, marketing, band, vendors, contracts, emcees, intermission and permitting for Downtown Block Parties for fall concert series in September and October.

Scheduling and coordinating ribbon cutting.

Processing Main Street's Gift Certificates

Updates to Facebook and sending emails to merchants for things happening around city, such as road closures, events and merchant events, along with city events.

Advertising Hartsville Farmers Market.

Facebook followers 3,943

Businesses recently closed downtown:

Under the Lights- space available for lease

Berry Lane- space available for lease

Rambo's Shoes store for Sale

New Businesses coming soon:

The Wooden Pineapple- Mantissa Row

New Burger restaurant in the old Mezzo Forte building more info to come.



Monthly Departmental Report: Museum
August 2018

The Museum Commission met at The Edition on August 15th. Chairman Dr. Raymond Chapman introduced and welcomed new member Paula Alvarez. Museum Director Kathy Dunlap and Museum Manager Andrea Powell presented ideas for a Fall Fundraiser for the museum focusing on night tours of areas of downtown Hartsville in October.

Hartsville Museum Visitor Demographics:

<u>Month</u>	<u>Walk-In Count</u>	<u>Web Site</u>	<u>Facebook</u>
January	443	3273	4152
February	389	3851	4006
March	526	4772	3998
April	474	5006	4198
May	468	4996	4385
June	587	N/A	5107
July	626	N/A	5089
August	712	N/A	4906

Total Visitors YTD: 61,964

Visitors (Walk-In) by Day of Week

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	.
94	108	111	255	89	55	

Visitors signing guest book came from:
States: LA. AR.CA. MA.NH.VT. Countries: Spain, Africa, South America, Canada



September 2018

Monthly Departmental Report

Coach TB Thomas Sports Center

- Purchased kettlebell set and instructional poster for members.
- In the process of sponsoring a boxing event with One More Round Boxing Team on 29th September 2018.
- Working with Papa Johns to provide concessions during gym and football events.

Byerly Park

- Repairs for the tennis courts completed.
- Working on a sponsorship plan for outside investor to advertise in Byerly Park and in T. B. Thomas.
- New adaptive playground will start construction soon. Will encompass the existing adaptive playground with new nautical themed features. Will be constructed between tennis courts and track. Coming soon sign will be placed soon.
- Bidding for new outdoor basketball courts needs to be sent out for rebid. Will present to City Council for approval in September.
- Fall recreation sports practices are underway.
- Hosted a City of Hartsville employee wellness football game that 40 participates. Plans to City of Hartsville basketball game in October.

Hartsville Police Department

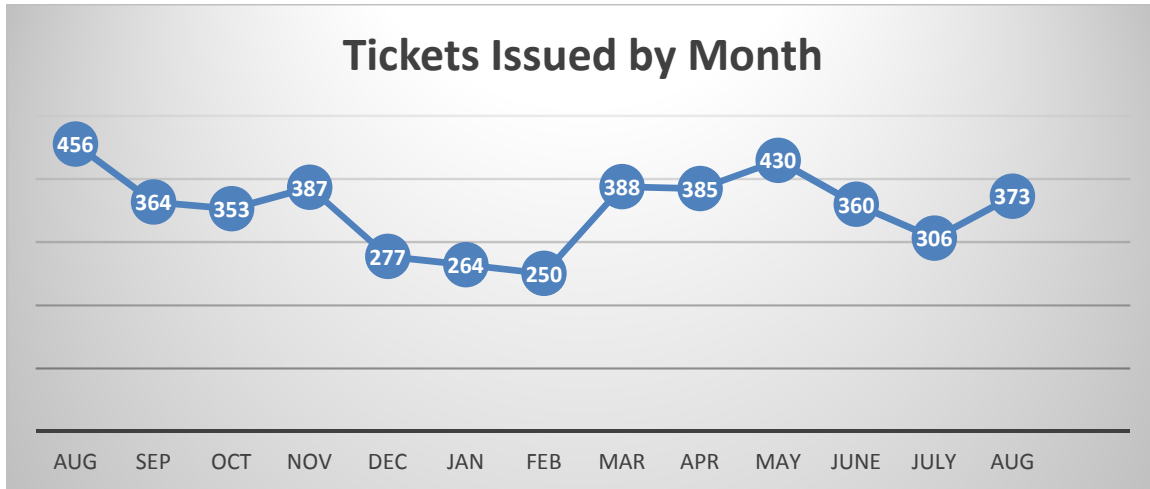


Monthly Report

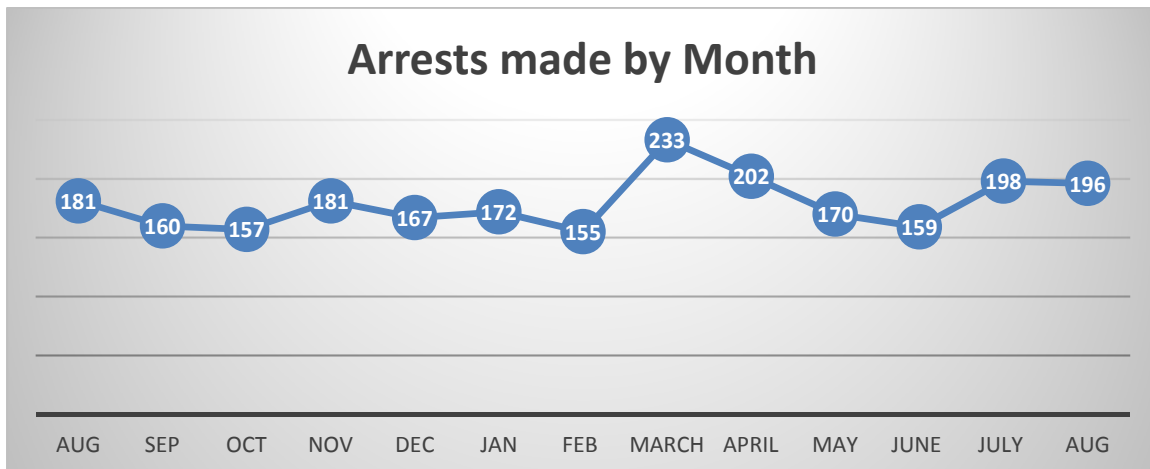
August 2018

Prepared by Mark Blair

The Hartsville Police department employs 35 sworn positions, 3 civilians, and 8 crossing guards



January and February showed a slump in Citations, as is usual for Winter, however Spring and Summer showed a marked increase. May showed our highest rates of ticket issuance since the previous July and August, when we were holding saturation events. Our DUI officer is responsible for 21% of the tickets issued this month.



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. Although arrests are back towards average, a high percentage continued to be drug arrests (21%) and shoplifting arrests (17%) of persons mostly from outside the City Limits.

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 August, there were 196 arrests, including 19 Juveniles.

Crime Types

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

Shopliftings –	33	(66% from outside city)
Assaults –	9	(22% from outside city)
Thefts -	4	(50% from outside City)
Forgery/Fraud –	2	(100% from outside city)
Drug Offenses –	40	(70% from outside city)
DUI/Drunkeness-	13	(62% from outside city)
Gun violations -	9	(67% from outside city)

Totals for all arrests (including those not listed above)

125 of 196 people arrested (64%) live outside the city limits.

Departmental Reports Not Submitted for City Council Agenda

Tourism & Events



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

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: 09-18-01 - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SC DHEC) AND THE HARTSVILLE POLICE DEPARTMENT FOR THE PURPOSE OF SETTING TERMS AND CONDITIONS FOR DISPENSING NALOXONE TO TRAINED OFFICERS OF THE HARTSVILLE POLICE DEPARTMENT.

BACKGROUND SUMMARY:

Current agreement has expired and the new agreement is updated and will expire 6/30/2020. We need to update it to continue to provide Narcan to Officers and Firefighters.

ATTACHMENTS:

Description

- ▣ Resolution 09-18-01
- ▣ Resolution 09-18-01 Agreement

RESOLUTION 09-18-01

APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (SC DHEC) AND THE HARTSVILLE POLICE DEPARTMENT FOR THE PURPOSE OF SETTING TERMS AND CONDITIONS FOR DISPENSING NALOXONE TO TRAINED OFFICERS OF THE HARTSVILLE POLICE DEPARTMENT.

WHEREAS, sworn officers of the Hartsville Police Department have received training through the DHEC Bureau of Emergency Medical Services Law Enforcement Officer Narcan (LEON) program and the South Carolina Law Enforcement Officer Naloxone program to receive and administer naloxone; and,

WHEREAS, this program is intended to address one of the responsibilities of all sworn officers, which is to protect the safety and welfare of all persons and the community and through this program the officers of the Hartsville Police Department will make every reasonable effort to use naloxone to revive victims of any apparent drug overdose.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hartsville that the above referenced Memorandum of Agreement with SC DHEC, which terminates on June 30, 2020, 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 11th day of September, 2018.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND
HARTSVILLE POLICE DEPARTMENT

- I. **PURPOSE:**
The South Carolina Department of Health and Environmental Control (hereafter DHEC) and the Hartsville Police Department (hereafter Contracting Party) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of setting forth the terms and conditions under which a DHEC pharmacist will dispense Narcan (naloxone) Nasal Spray. Narcan will be dispensed pursuant to the South Carolina Overdose Prevention Act, SC Code Section 44-130-30, from a DHEC pharmacy to individuals such as first responders or other persons serving in first responder roles who are employed by the Contracting Party and have received training through the DHEC Bureau of Emergency Medical Services (EMS) Law Enforcement Officer Narcan (LEON) program on the identification, treatment, and reporting of drug overdoses attributed to opioids.
- II. **SCOPE OF SERVICES:**
- A. Responsibilities of DHEC. Under the terms of this MOA, DHEC shall be responsible for:
1. Providing Narcan to individuals, such as first responders or other persons serving in first responder roles who are employed by the Contracting Party and have received training through the LEON program as provided by the DHEC Bureau of EMS. For purposes of this agreement:
 - a. Narcan Nasal Spray is the specific brand name product that DHEC pharmacies will dispense to LEON program participants. Naloxone is the generic name for Narcan.
 - b. First responders are defined as individuals who are usually the first persons to arrive at or encounter an emergency scene, incident, or dire situation.
 - c. The role of the DHEC Bureau of EMS is multi-faceted, but includes the administration and management of the LEON program and associated training functions.
 - d. The role of DHEC Pharmacy Services is to dispense Narcan to individuals employed by the Contracting Party who have received LEON training.
 - e. The LEON program provides a comprehensive training class to law enforcement agencies across South Carolina, with this training focused upon the identification, treatment, and reporting of drug overdoses attributed to opioids.
 - f. Training involves instructional opportunities provided through the LEON program, such as training provided directly by the DHEC Bureau of EMS staff or indirectly through the train-the-trainer learning model.
 2. Dispensing of Narcan by DHEC pharmacists, through DHEC Public Health region pharmacies, to individuals who are employed by the Contracting Party and who have received training through the LEON program.
 - a. Dispensing involves the preparation, packaging, record keeping, and transfer of a prescription drug to an individual employed by the Contracting Party.

- b. Labeling of Narcan for an individual is also part of the dispensing process. DHEC pharmacists will affix a prescription label to the Narcan Nasal Spray. The prescription label will include the following information specific to the individual employed by the Contracting Party:
 - i. Name of Contracting Party.
 - ii. Name of individual to whom the Narcan is being dispensed.
 - iii. South Carolina Criminal Justice Academy (SCCJA) number of individual to whom the Narcan is being dispensed.
 3. Maintaining a standing order which serves as the authorization for DHEC pharmacists to dispense naloxone pursuant to the South Carolina Overdose Prevention Act, SC Code Section 44-130-30.
 4. Placing orders for Narcan from DHEC's pharmaceutical wholesaler or the manufacturer of Narcan so that Narcan will be shipped to a DHEC pharmacy and then dispensed for the Contracting Party.
 5. Reimbursing the pharmaceutical wholesaler or the manufacturer from which DHEC procured the Narcan.
 6. Storing Narcan in a DHEC pharmacy, assuring storage in clean surroundings and under appropriate conditions of temperature, humidity, and light as recommended by the pharmaceutical manufacturer of the product.
 7. Maintaining a DHEC pharmacy's Narcan inventory in a manner that is separate from and readily distinguishable from the pharmacy's other drug inventories such as those drugs designated for dispensing to DHEC health departments for DHEC patients.
 8. Providing notification from a DHEC pharmacy to the DHEC Bureau of EMS that Narcan has been dispensed for a Contracting Party by a DHEC pharmacist and is available for pick up at a mutually agreeable pick up/delivery time.
 9. Maintaining electronic systems such as the Naloxone Field Administration Data Form (NFADF) Pharmacy Portal and the DHEC pharmacy operations computer system to monitor and track DHEC's inventory, storage, and dispensations of Narcan.
 10. Accessing the NFADF Pharmacy Portal to verify LEON training for individuals to whom Narcan is being dispensed.
 11. Documenting Narcan dispensation information electronically in the NFADF Pharmacy Portal.
 12. DHEC acknowledges that Narcan dispensed for the Contracting Party becomes the property of the Contracting Party and shall not be accepted by a DHEC pharmacy for return or any type of re-dispensing.
 13. DHEC will not seek reimbursement from private pay, commercial, or governmental agencies for the drug product cost of Narcan dispensed by DHEC to the Contracting Party.
- B. Responsibilities of Contracting Party. Under the terms of this MOA, Contracting Party shall be responsible for:
1. Contacting the DHEC Bureau of EMS, via email or telephone, for LEON program-related questions. Requests for training in order to receive DHEC pharmacy-dispensed Narcan or general LEON-related questions should be addressed to one of the following individuals.

DHEC Bureau of EMS	
LEON Program - General Inquiries Names and Contact Information	
DHEC Bureau of EMS	Arnold Alier, EdD, NRP DHEC EMS Division Director Phone: 803-545-4958 Email: aliera@dhec.sc.gov
DHEC Bureau of EMS	Richard Naugler, NRP DHEC EMS LEON Training Coordinator Inspector III-Midlands Region Phone: 803-545-0277 Email: nauglerc@dhec.sc.gov
DHEC Bureau of EMS	Kenny Polson DHEC EMS Narcan Coordinator Phone: 803-429-9636 Email: polsonKB@dhec.sc.gov

2. Contacting DHEC Pharmacy Services, via email or telephone, for questions specific to the Pharmacy Services component of the LEON program. Questions concerning the dispensing of Narcan should be addressed to one of the following individuals.

DHEC Pharmacy Services	
LEON Program – Pharmacy Services Names and Contact Information	
DHEC Public Health Office of Pharmacy	Caroline Sojourner, RPh DHEC Pharmacy Services Director DHEC Public Health Office of Pharmacy 2100 Bull Street Columbia, SC 29201 Phone: 803-898-0813 Email: sojourney@dhec.sc.gov
DHEC Midlands Public Health Region	Kate Henzler, PharmD DHEC Midlands Region Pharmacist, Midlands Region Pharmacist-In-Charge DHEC Midlands Region Pharmacy (SC Board of Pharmacy Permit# 14613) 2000 Hampton Street Columbia, SC 29204 Phone: 803-576-2986 Email: henzlekb@dhec.sc.gov
DHEC Lowcountry Public Health Region	Julie Stanton, PharmD DHEC Lowcountry Region Pharmacist, Lowcountry Region Pharmacist-In-Charge DHEC Lowcountry Bridge View Pharmacy (SC Board of Pharmacy Permit #16094) 4050 Bridge View Drive, Suite 600 North Charleston, SC 29405 Phone: 843-953-0030 Email: stantojm@dhec.sc.gov
DHEC Pee Dee Public Health Region	Olivia Eitzman, RPh DHEC Pee Dee Region Pharmacist and Pee Dee Region Pharmacist-In-Charge DHEC Pee Dee Region Pharmacy (SC Board of Pharmacy Permit #14615) 1931 Industrial Park Road Conway, SC 29526 Phone: 843-915-8820 Email: eitzmaoo@dhec.sc.gov
DHEC Upstate Public Health Region	Richard Eubanks, RPh DHEC Upstate Region Pharmacist and Upstate Region Pharmacist-In-Charge DHEC Upstate Region Pharmacy, SC Board of Pharmacy Permit #14614 200 University Ridge Greenville, SC 29601 Phone: 864-372-3057 Email: eubankre@dhec.sc.gov

3. Submitting to the DHEC Bureau of EMS a roster of those individuals employed by the Contracting Party to whom Narcan may be dispensed. The Narcan Roster form is available through the DHEC Bureau of EMS. The information needed for the Narcan Roster includes:
 - a. Name of organization requesting participation in the LEON program.
 - b. Last name and first name of individual to whom Narcan will be dispensed.
 - c. SCCJA number of individual to whom Narcan will be dispensed.
4. Consulting with DHEC to arrange mutually agreeable pick up/delivery times for obtaining DHEC-dispensed Narcan from DHEC.
 - a. The normal business hours for South Carolina state government offices (including DHEC pharmacies) are Monday through Friday, 8:30 am until 5:00 pm.
 - b. South Carolina state government holidays are listed on the internet at: <http://www.admin.sc.gov/humanresources/employee-information/benefits-and-leave/holiday-leave>.
5. Notifying individuals to whom Narcan has been dispensed to maintain the product in a manner consistent with the training and recommendations communicated through the LEON program.
6. Acknowledge that the Contracting Party is responsible for the appropriate disposal of Narcan that has been in the possession of the Contracting Party and has surpassed its expiration date.
7. Providing DHEC with complete and accurate contact information to facilitate communications between the DHEC region pharmacy and the Contracting Party.
 - a. Contact information should be provided in the table that follows.
 - b. Contact information should be updated as necessary by the Contracting Party and communicated to the DHEC Bureau of EMS.

Organization's Contact Information	
<i>DHEC Will Use This Information to Contact the Contracting Party For Questions Regarding Narcan Dispensations</i>	
Primary Contact	Alternate Contact
Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:
Organization:	Organization:

III. TERMS AND CONDITIONS:

A. EFFECTIVE DATES.

This MOA shall be effective when all parties have signed and will terminate on June 30, 2020.

B. TERMINATION.

1. Either party may terminate this MOA by providing thirty (30) calendar days written notice of termination to the other party.
2. DHEC funds for this MOA are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this MOA, it shall terminate without any further obligation by DHEC upon written notice to Contracting Party. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this MOA.
3. DHEC may terminate this MOA for cause, default, or negligence on the Contracting Party part at any time without thirty calendar days advance written notice. DHEC may, at its option, allow Contracting Party a reasonable time to cure the default before termination.

C. AMENDMENTS.

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

D. CONFIDENTIALITY

1. Contracting Party will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contracting Party or Contracting Party's employee or agent to be claimed as confidential or entitled to confidential treatment.
2. Contracting Party will not:
 - a. access, view, use, or disclose confidential information without written authorization from DHEC;
 - b. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - c. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
3. Contracting Party will direct any request it receives for confidential information obtained through performance of services under this MOA, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Contracting Party discloses confidential information pursuant to a properly completed authorization or legal process, order or requirement, Contracting Party must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.

4. Contracting Party must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Contracting Party must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this MOA and applicable law. If Contracting Party is a Business Associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Contracting Party will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Contracting Party and Contracting Party's employees, agents and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement protecting information contained in a particular DHEC program area.
5. Contracting Party must immediately notify the DHEC Compliance Officer at 803-898-3350; 1-888-843-3718, compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this MOA. Contracting Party will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
6. Contracting Party's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the MOA.

E. RECORDKEEPING, AUDITS, & INSPECTIONS.

Contracting Party shall create and maintain adequate records to document all matters covered by this MOA. Contracting Party shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the MOA and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Contracting Party shall allow DHEC to inspect facilities and locations where activities under this MOA are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this MOA with no further obligation on the part of DHEC.

Contracting Party must dispose of records containing DHEC Confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Contracting Party or Contracting Party's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. LIABILITY, NO AGENCY RELATIONSHIP.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this MOA.

G. NON-DISCRIMINATION.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. DRUG FREE WORKPLACE.

By signing this MOA, the Contracting Party certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws Section 44-107-10 *et seq.*, as amended.

I. CHOICE OF LAW.

The MOA, any dispute, claim, or controversy relating to the MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

J. DISPUTES.

All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this MOA, Contracting Party consents to jurisdiction in South Carolina and to venue pursuant to this MOA. Contracting Party agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to jurisdiction of any court of agency of any other state.

K. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Contracting Party shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from the DHEC Contracts Manager or Bureau of Business Management.

Any employee, agent, or Contracting Party of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Contracting Party or Contracting Party’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Contracting party is required to inform Contracting party’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. Contracting party must also inform Contracting Party’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

L. INSURANCE.

Contracting party will maintain sufficient insurance to protect Contracting Party from the types of claims

that may arise out of or result from the Contractor's activities under this MOA, including general liability insurance, and may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual insurance coverage for the other party's employees, with each party being responsible for coverage of its employees.

- M. **LICENSES.**
During the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The contracting party will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or contracting party's employees or agents providing or performing services under this MOA.
- N. **FINANCIAL RESPONSIBILITY.**
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.
- O. **COMPLIANCE WITH LAWS.**
Contracting Party shall comply with all applicable laws and regulations in the performance of this MOA.
- P. **SEVERABILITY.**
The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- Q. **ATTACHMENTS/ADDENDA:** Any attachments, addenda or other materials attached to the MOA are specifically incorporated into and made part of this MOA.
- R. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

AS TO DHEC

BY: Linda J. Bell, M.D.
Linda J. Bell, M.D.
Director, Bureau of Communicable
Disease Prevention and Control
DHEC Public Health

DATE: 8/8/2018

AS TO THE CONTRACTING PARTY
City of Hartsville

BY: _____
(NAME) Natalie M. Zeigler

ITS: _____
(TITLE) City manager

DATE: _____

MAILING ADDRESS: P.O. Drawer 2497
Hartsville, SC 29551-2497

TAX/EMPLOYER ID # 57-6001045

TYPE OF ENTITY (check one):

☐ Corporation

☐ LLC

☐ Partnership

☐ Nonprofit organization

☒ Government agency or political subdivision – specify
State if not SC: _____

☐ Other Governmental body
(specify) _____

☐ Individual/sole proprietor

☐ Other (specify) _____

If a corporation or LLC:

State of incorporation/organization: _____

Registered agent and address in South Carolina:

SCDLLR or other license #

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS
MANAGER.

Francine Miller
DHEC Contracts Manager

DATE: _____



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

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: 09-18-02 - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH CAROLINA LAW ENFORCEMENT DIVISION (SLED) AND THE HARTSVILLE POLICE DEPARTMENT FOR THE USE OF AN INTERJURISDICTIONAL CRIMINAL INTELLIGENCE SYSTEM (CrimeNtel).

BACKGROUND SUMMARY:

In order to participate in a computerized crime intelligence database, our agency must have an MOU with SLED's CrimeNtel department.

IMPACT IF DENIED:

Inability to participate in the use of computerized investigative tools available to investigators, that could possibly help information sharing and solve crimes.

IMPACT IF APPROVED:

Additional resources would be available to help our investigations division solve crimes.

FINANCIAL IMPACT:

Negligible. There is no cost for the training, nor any equipment to buy and maintain.

ATTACHMENTS:

Description

- ▣ Resolution 09-18-02
- ▣ Resolution 09-18-02 - Agreement

RESOLUTION 09-18-02

APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH CAROLINA LAW ENFORCEMENT DIVISION (SLED) AND THE HARTSVILLE POLICE DEPARTMENT FOR THE USE OF AN INTERJURISDICTIONAL CRIMINAL INTELLIGENCE SYSTEM (CrimeNtel).

WHEREAS, the interjurisdictional criminal intelligence system is designed to be used by all South Carolina law enforcement agencies that wish to participate in order to maintain and share criminal intelligence information; and,

WHEREAS, the system is currently funded through the South Carolina Law Enforcement Division (SLED) by the Department of Homeland Security, and is provided to Participating Agencies at no cost.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hartsville that the above referenced Memorandum of Understanding with SC Law Enforcement Division (SLED) 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 11th day of September, 2018.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

CrimeNtel

Interjurisdictional Criminal Intelligence System MEMORANDUM OF UNDERSTANDING

Between the

South Carolina State Law Enforcement Division (SLED)

and the

City of Hartsville Police Department

(Hereinafter referred to as the Participating Agency)

I. Background

The interjurisdictional criminal intelligence system is designed to be used by all South Carolina law enforcement agencies that wish to participate in order to maintain and share criminal intelligence information. The system is currently funded through the South Carolina Law Enforcement Division (SLED) by the Department of Homeland Security, and is provided to Participating Agencies at no cost. This secure system is web-based, and no special equipment or software is needed. The system is administered by the SLED Fusion Center, officially known as the SC Information and Intelligence Center (SCIIC), a joint intelligence center operated by SLED in an “all-crimes”, “all-threats” posture to counter criminal and terrorist activity.

II. Concept

The exposure of ongoing criminal activity is aided by the pooling of intelligence information across jurisdictional lines. Participating Agencies may use the system to collect, maintain, share, and query criminal intelligence information on an individual or an organization when reasonable suspicion exists that the individual or organization is involved in criminal conduct or activity, and the information is relevant to that criminal conduct or activity.

III. Purpose

This Memorandum of Understanding (MOU) sets forth an agreement between SLED and the Participating Agency in order to define the roles and responsibilities of each party.

IV. Definitions

- A. *Criminal Intelligence System or Intelligence System*** means the arrangements, equipment, facilities, and procedures used for the receipt, storage, interagency exchange or dissemination, and analysis of criminal intelligence information.
- B. *Interjurisdictional Intelligence System*** means an intelligence system which involves two or more Participating Agencies representing different governmental units or jurisdictions.
- C. *Criminal Intelligence Information*** means data which has been evaluated to determine that it is relevant to the identification of and the criminal activity engaged in by an individual who or organization which is reasonably suspected of involvement in criminal activity, and that it meets criminal intelligence system submission criteria.
- D. *Participating Agency*** means an agency of local, county, State, Federal, or other governmental unit which exercises law enforcement or criminal investigation authority and which is authorized to submit and receive criminal intelligence information through an interjurisdictional intelligence system.

- E. *Intelligence Project or Project* means the organizational unit which operates an intelligence system on behalf of and for the benefit of a single agency or the organization which operates an interjurisdictional intelligence system on behalf of a group of Participating Agencies.
- F. *Validation of Information* means the procedures governing the periodic review of criminal intelligence information to assure its continuing compliance with system submission criteria established by regulation or program policy.
- G. *Need to Know* means that a *bona fide* criminal investigative requirement or law enforcement activity exists, and the intelligence information in the system is relevant to the investigation or activity.
- H. *Right to Know* means that the recipient of information is a law enforcement officer or a civilian employee of a law enforcement agency who is working in support of a *bona fide* criminal investigation to which the intelligence information is pertinent.

V. Operating Principles

- A. The Project shall adhere to the Criminal Intelligence Systems Operating Policies set forth in the Code of Federal Regulations 28CFR23.

- B.** The Project shall collect and maintain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity.
- C.** The Project shall not collect or maintain criminal intelligence information about the political, religious or social views, associations, or activities of any individual or any group, association, corporation, business, partnership, or other organization unless such information directly relates to criminal conduct or activity and there is reasonable suspicion that the subject of the information is or may be involved in criminal conduct or activity.
- D.** Reasonable Suspicion or Criminal Predicate is established when information exists which establishes sufficient facts to give a trained law enforcement or criminal investigative agency officer, investigator, or employee a basis to believe that there is a reasonable possibility that an individual or organization is involved in a definable criminal activity or enterprise. The Project is responsible for establishing the existence of reasonable suspicion of criminal activity either through examination of supporting information submitted by a Participating Agency or by delegation of this responsibility to a properly trained Participating Agency

which is subject to routine inspection and audit procedures established by the Project.

- E.** The Project shall not include in any criminal intelligence system information which has been obtained in violation of any applicable Federal, State, or local law or ordinance. The Project is responsible for establishing that no information is entered in violation of Federal, State, or local laws, either through examination of supporting information submitted by a Participating Agency or by delegation of this responsibility to a properly trained Participating Agency which is subject to routine inspection and audit procedures established by the Project.
- F.** The Project or authorized recipient shall disseminate criminal intelligence information only where there is a need to know and a right to know the information in the performance of a law enforcement activity.
- G.** The Project shall disseminate criminal intelligence information only to law enforcement authorities who shall agree to follow procedures regarding information receipt, maintenance, security, and dissemination which are consistent with these principles. The dissemination of an assessment of criminal intelligence information to a government official or to any other individual, when necessary, to avoid imminent danger to life or property is authorized.

- H.** The Project maintains the authority to screen and remove personnel authorized to have direct access to the system.
- I.** Information submitted to the System shall be reviewed by the Project Coordinator, or Designee, prior to being made available for viewing by the Participating Agencies. In the event that information submitted does not meet the criteria for final entry into the System, the Project Coordinator, or designee, shall contact the submitting Participating Agency in a timely manner to resolve the matter. Information retained in the system shall be reviewed by the Project Coordinator, or Designee, and validated for continuing compliance with system submission criteria before the expiration of its retention period, which in no event shall be longer than five (5) years.
- J.** The Project and Participating Agencies are jointly responsible for ensuring that all System users and recipients are aware that there will be no harassment or interference with any lawful political activities as part of the intelligence operation.
- K.** Unauthorized access, utilization, or disclosure of information contained in the system, may result in termination from participation in the system and/or criminal prosecution.
- L.** A Participating Agency of an interjurisdictional intelligence system must maintain in its agency files information which documents each submission to the system and supports compliance with

Project entry criteria. Participating Agency files supporting system submissions must be made available for reasonable audit and inspection by Project representatives. Project representatives will conduct Participating Agency inspection and audit in such a manner so as to protect the confidentiality and sensitivity of Participating Agency intelligence records.

- M.** The Chief of SLED or designee may waive, in whole or in part, the applicability of a particular requirement or requirements contained in V. Operating Principles with respect to a criminal intelligence system, or for a class of submitters or users of such system, upon a clear and convincing showing that such waiver would enhance the collection, maintenance or dissemination of information in the criminal intelligence system, while ensuring that such system would not be utilized in violation of the privacy and constitutional rights of individuals or any applicable state or federal law.

VI. Responsibilities

A. South Carolina State Law Enforcement Division

The roles and responsibilities of the SLED SCIIC in this MOU are as follows:

1. Serves as the organizational unit, or Project, which operates the interjurisdictional criminal intelligence system on behalf of the Participating Agencies, in compliance with 28CFR23.
2. Validate information submitted to the system to ensure compliance with 28CFR23, and purge data not in compliance.

3. Conduct annual audits of information in the system, to include ensuring proper dissemination and record-keeping.
4. Conduct ongoing assessment of data in the system to ensure that records maintained by the Project are relevant and important, and that no records are maintained that are misleading, obsolete, or otherwise unreliable.
5. Advise recipient agencies immediately upon the discovery that information disseminated to them contains errors.
6. Disseminate only pertinent information to law enforcement officers or civilian employees (right to know) of a law enforcement agency participating in an ongoing criminal investigation (need to know).
7. Maintain the infrastructure of the system, to include all hardware, software, and associated costs.
8. Train, certify, and grant access to users of the system. Notify all approved users of their obligations under applicable statutes and policies, and obtain acknowledgement in writing.
9. Comply with procedures to maintain and to protect criminal intelligence information from unauthorized access, theft, sabotage, fire, flood, or other natural or manmade disaster, as set forth in the SCIIC Privacy Policy and the SCIIC Standard Operating Procedure (SOP).
10. Maintain administrative, technical, and physical safeguards (including audit trails) to insure against unauthorized access and against intentional or unintentional damage. A record indicating who has been given information, the reason for release of the information, and the date of each dissemination outside the Project shall be kept. Information shall be labeled to indicate levels of sensitivity, levels of confidence, and the identity of submitting agencies and control officials.

11. Maintain effective and technologically advanced computer software and hardware designs to prevent unauthorized access to the information contained in the system;
12. Restrict access to its facilities, operating environment and documentation to organizations and personnel authorized by the Project;
13. Store information in the system in a manner such that it cannot be modified, destroyed, accessed, or purged without authorization;
14. Authorize and utilize remote (off-premises) system data bases to the extent that they comply with security requirements.
15. Remove the credentials of users found to have violated applicable policies for protection of criminal intelligence. SLED employees found to have violated applicable policies may be subject to disciplinary action or criminal prosecution. SLED will notify the employers of non-SLED personnel found to have violated applicable policies.

B. Participating Agency

The roles and responsibilities of the Participating Agency in this MOU are as follows:

1. Comply with the rules set forth in the MOU.
2. Submit and receive criminal intelligence information through the system.
3. Promote the use of the system.
4. Provide qualified users to attend training and to become trainers.
5. Disseminate only pertinent information to law enforcement officers or civilian employees (right to know) of a law enforcement agency participating in an ongoing criminal investigation (need to know).

6. Restrict access to its facilities, operating environment and documentation to authorized organizations and personnel.
7. Upon notification by SLED that a Participating Agency employee has violated applicable policies, review the incident for possible disciplinary action.

VII. Funding

- A. SLED has received and continues to pursue grant funding for the development and implementation of the Project. It is SLED's intent to place no financial burden on any Participating Agency.

VIII. General Provisions

A. Term and Termination

This Memorandum shall become effective upon the date of signature of both parties, as designated below, and shall remain in effect until terminated by mutual agreement or by either party upon 60 days advanced written notice to the other party.

This Memorandum shall remain in effect during the term in office of any successor leadership of either party unless terminated or modified.

B. Modification Procedures

Either Party may propose to modify this Memorandum at any time. All proposed modifications shall be in writing and shall become effective only upon written concurrence of both parties.

C. Survival and Severability

If any provisions of this Memorandum are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. Liability and Indemnification

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Memorandum.

E. Third Party Claims

This Memorandum is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

Acknowledgement

This Memorandum of Understanding will be effective upon signature of all parties.

Natalie M. Zeigler,
City Manager
Authorized Signature
Participating Agency

Date: _____

Authorized Signature
South Carolina State Law
Enforcement Division

Date: _____



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

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: 09-18-03 - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

APPROVAL TO APPLY FOR A 2018 MUNICIPAL ASSOCIATION OF SOUTH CAROLINA (MASC)
HOMETOWN ECONOMIC DEVELOPMENT GRANT

BACKGROUND SUMMARY:

The City of Hartsville will apply for a Municipal Association of South Carolina (MASC) grant for façade improvements and sign improvements for the B-1 district and adjacent areas for the continued growth and support of small business within the City of Hartsville.

IMPACT IF DENIED:

Small businesses would not receive matching funds for facade and sign improvements outside of the B-1 district.

IMPACT IF APPROVED:

The application can move forward and small businesses within and adjacent to the B-1 district can apply for facade improvements and signage improvements.

FINANCIAL IMPACT:

The city would be unable to assist small businesses adjacent to the B-1 district.

ATTACHMENTS:

Description

- ▣ Resolution 09-18-03

RESOLUTION 09-18-03

APPROVAL TO APPLY FOR A 2018 MUNICIPAL ASSOCIATION OF SOUTH CAROLINA (MASC) HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS.

WHEREAS, the City of Hartsville desires to apply for a Municipal Association of South Carolina (MASC) grant for façade improvements and sign improvements for the B-1 district and adjacent areas for the continued growth and support of small business within the City of Hartsville, and;

WHEREAS, the city is applying for a grant in the amount of twenty-five thousand dollars (\$25,000), and hereby commits to fund the minimum 10% local cash/in-kind match estimated at two thousand five hundred dollars (\$2,500); and,

WHEREAS, the Council will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hartsville that application for the Municipal Association of South Carolina Hometown Economic Development Grant program in the amount aforementioned 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 on the 11th day of September, 2018.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: 4346 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

To approve and assist in the development of a jointly owned and operated multi-county business park located in Hartsville and acknowledging a Multi-County Park agreement and an intergovernmental agreement and other matters related thereto.

ATTACHMENTS:

Description

- ▣ Ordinance 4346
- ▣ Ordinance 4346 Exhibit A
- ▣ Ordinance 4346 Exhibit B
- ▣ Ordinance 4346 Exhibit C

ORDINANCE 4346

AN ORDINANCE TO APPROVE AND ASSIST IN THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED MULTI-COUNTY BUSINESS PARK WITH AND BETWEEN DARLINGTON COUNTY AND LEE COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN THE CITY OF HARTSVILLE AND ESTABLISHED PURSUANT TO SECTIONS 4-1-170 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; ACKNOWLEDGING THE DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY PARK BETWEEN DARLINGTON COUNTY AND LEE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT DARLINGTON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Hartsville, South Carolina (the “City”) desires to establish and encourage an economic development program in order to stimulate commercial redevelopment of a mixed-use commercial and multi-family housing project within an area along 4th Street in the City and designated as the Canal District (the “Canal District”) located in the City and as more particularly shown on Exhibit A; and

WHEREAS, the City desires to provide or cause to be provided certain infrastructure (“Infrastructure”) to support the redevelopment of the Canal District and surrounding areas to assist with the economic development program at the Canal District; and

WHEREAS, Darlington County, South Carolina (“Darlington County”) and Lee County, South Carolina (“Lee County” and together with Darlington County, the “Counties”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”) to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the City has requested that the Counties jointly develop a multi-county business park (the “Park”) in which to locate the real and personal property comprising the Canal District (the “Property”); and

WHEREAS, through the creation of the Park, the Property therein shall be exempt from *ad valorem* property taxes, and the character of the annual receipts from such Property shall be changed to fees-in-lieu of *ad valorem* property taxes (the “Fees”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the Property in the Park; and

WHEREAS, pursuant to the authority of the MCIP Law and *Horry County School District v. Horry County and the City of Myrtle Beach*, 346 SC 621 (2001), the City has further requested,

in order to assist the City in paying for the costs of the Infrastructure, that Darlington County distribute a portion of the Fees to the City in an amount greater than the City's proportionate share of the tax levy applicable to the Property had it not been located in the Park; and

WHEREAS, the Counties, to promote the economic welfare of their citizens and in consideration of the request of the City, have expressed a desire to jointly develop the Park; and

WHEREAS, to ratify the creation of the Park and the various findings herein, the Counties shall execute and deliver the "Master Agreement Governing the Canal District Business Park", the substantially final form of which is attached as Exhibit B ("Master Agreement"); and

WHEREAS, the provisions of Master Agreement shall govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, Darlington County and the City desire to enter into an Intergovernmental Agreement, the form of which is attached as Exhibit B ("Intergovernmental Agreement"); and

WHEREAS, the Intergovernmental Agreement sets forth the terms and conditions under which Darlington County will distribute Fees to the City and other matters generally affecting the Park; and

WHEREAS, the MCIP Act requires that, prior to the inclusion of property located within the corporate boundaries of a municipality within a multi-county industrial or business park, the consent of the municipality must be obtained; and

WHEREAS, the City desires to give its permission and consent, pursuant to the terms of the MCIP Act, for the creation and operation of the Park by the Counties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HARTSVILLE, AS FOLLOWS:

Section 1. Statutory Findings. The City finds and confirms its representations to Darlington County that the development of the Canal District and the Infrastructure will enhance the economic development of Darlington County.

Section 2. Consent; Acknowledgment of Master Agreement. The consent of the City is hereby expressly given for the creation, development and operation of the Park, which includes those properties described as Exhibit B to the Master Agreement. The City's consent shall be further ratified and confirmed by and through its acknowledgment of the Master Agreement. The Master Agreement, the form of which is attached hereto as Exhibit B, shall be duly acknowledged by the City Manager.

Section 3. Intergovernmental Agreement. The City is authorized to enter into the Intergovernmental Agreement with Darlington County, the form of which is attached hereto as Exhibit C, pertaining to the development of the Park and the terms and conditions under which

Darlington County will distribute Fees. The Mayor is authorized to execute the Intergovernmental Agreement and the City Clerk is authorized to attest the same. The City Manager is authorized to deliver the Intergovernmental Agreement to the City and Darlington County. The consummation of the transactions and undertakings described in the Intergovernmental Agreement and such additional transactions and undertakings as may be determined by the City Manager to be necessary or advisable in connection therewith, are hereby approved. In connection with the execution and delivery of the Intergovernmental Agreement, 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 he/she shall deem necessary or advisable.

Section 4. *Further Assurances.* In connection with the creation of the Park and the execution and delivery of the Intergovernmental Agreement, the Mayor, the City Manager and the City Clerk are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he/she shall deem necessary or advisable to effect the intent of this Ordinance.

Section 5. *Severability.* If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 6. *General Repealer.* Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective after its final reading.

DONE AND ENACTED IN COUNCIL ASSEMBLED, this __ day of _____, 2018.

CITY OF HARTSVILLE, SOUTH CAROLINA

(SEAL)

Carl M. (Mel) Pennington IV, Mayor

ATTEST:

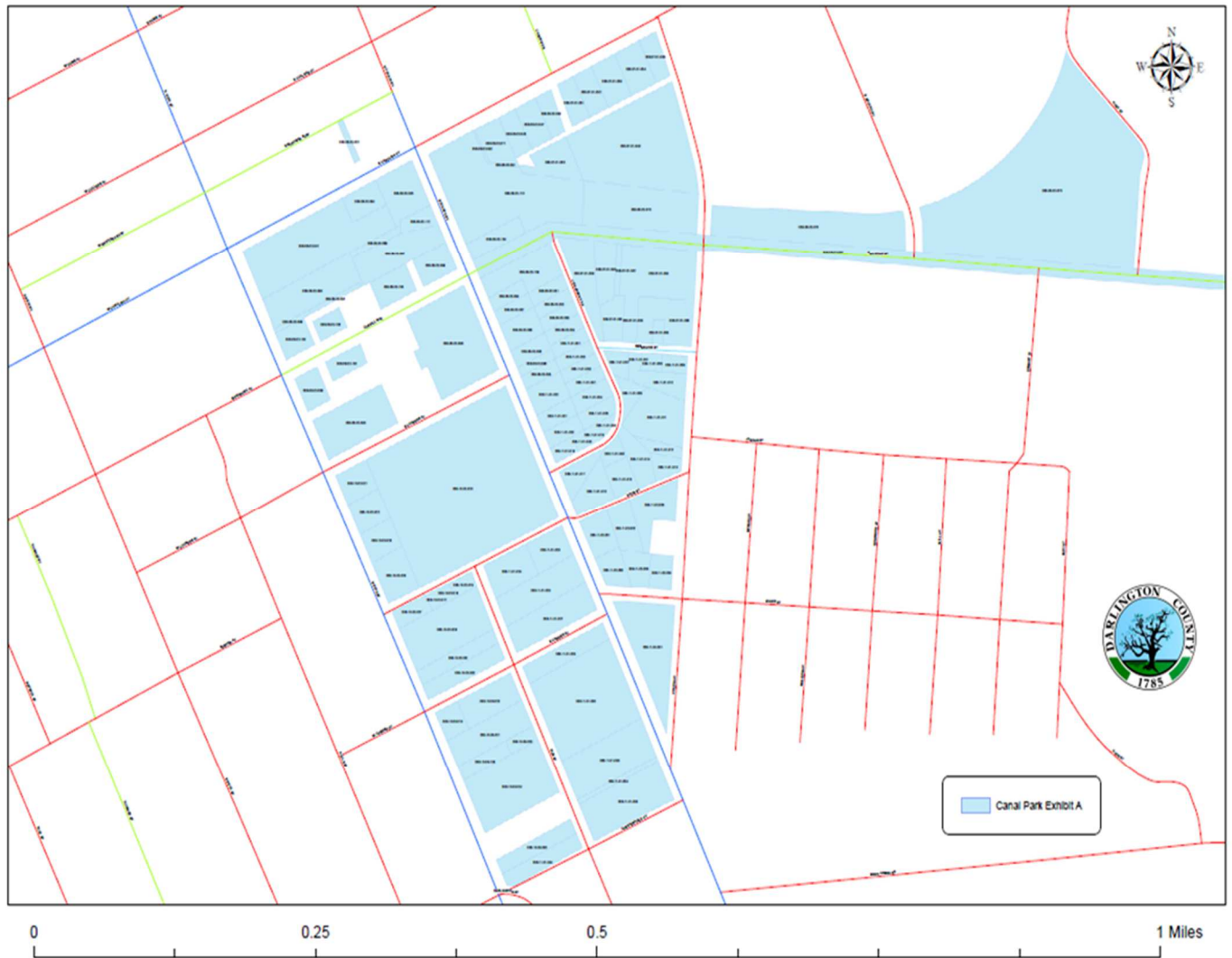
Sherron L. Skipper, Clerk to City Council

First Reading: September 11, 2018

Public Hearing:

Final Reading:

EXHIBIT A
to CITY OF HARTSVILLE ORDINANCE 4346



Prepared by Darlington County GIS on: 9/4/2018

**MASTER AGREEMENT
GOVERNING THE
CANAL DISTRICT BUSINESS PARK**

BETWEEN

DARLINGTON COUNTY, SOUTH CAROLINA

AND

LEE COUNTY, SOUTH CAROLINA

**DATED AS OF
[], 2018**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE “PARK”) IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE CONSTITUTION OF SOUTH CAROLINA 1895, AS AMENDED, TO FEES EQUAL TO WHAT THE *AD VALOREM* PROPERTY TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PROPERTY IN THE PARK MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PARK IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT (“FILOT”) OR SPECIAL SOURCE REVENUE CREDIT (“SSRC”). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PROPERTY IN THE PARK, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE CREDIT.

ONCE A FEE BILL FOR PROPERTY IN THE PARK HAS BEEN PAID, THE PROVISIONS OF THIS MASTER AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS MASTER AGREEMENT.

THIS MASTER AGREEMENT (this “Master Agreement”), is dated and effective as of _____, 2018 (“Effective Date”), between Darlington County, South Carolina (“Darlington County”), a political subdivision of the State of South Carolina (“State”), and Lee County, South Carolina (“Lee County” and together with Darlington County, the “Counties” or, each, a “County”), a political subdivision of the State, is entered into pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”).

RECITALS

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under the MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to be located in the Counties, thereby expanding the Counties’ tax base and creating opportunities for employment, the Counties desire to jointly develop the “Canal District Business Park” (the “Park”);

WHEREAS, by Darlington County Ordinance No. [] and Lee County Ordinance No. [], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution and delivery of this Master Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park, the percentage of revenues allocated to each of the Counties, and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

WHEREAS, because property located in the Park is geographically situated in the City of Hartsville, South Carolina (the “City”), the Counties have obtained the consent of the City prior to the creation of the Park, as evidenced by the City’s acknowledgment to this Master Agreement; and

WHEREAS, the City has entered into an Intergovernmental Agreement with Darlington County (the “Intergovernmental Agreement”) setting forth certain conditions under which the City’s consent to the creation of the Park is given, including certain distributions of the fees-in-lieu-of-taxes that are attributable to the properties included within the Park; and

NOW, THEREFORE, on the basis of the mutual covenants in this Master Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. Park Boundaries.

(A) The Park shall consist of those parcels listed in Exhibit A hereto (individually or collectively, “Park Property”). Any parcel of Park Property that is classified as an owner-occupied legal residence subject to an assessment-ratio of four percent as provided for in Section 1(3) of

Article X of the South Carolina Constitution (“Residential Property”) shall be temporarily removed from the Park for the period of time in which such parcel is determined to be Residential Property. A list of the parcels of Park Property classified as Residential Properties as of the Effective Date is attached hereto at Exhibit B. A list of the parcels of Park Property that are categorized other than as Residential Property (the “Eligible Property”) is attached hereto at Exhibit C.

(B) As limited to only those parcels included in the list of Park Properties in Exhibit A, by no later than August 1 of each year, Darlington County shall determine whether there has occurred any change in the classification of any parcel of Park Property to or from Residential Property. Without requiring any further action by either of the Counties, when a parcel’s classification is changed from Residential Property to some other assessment classification, the parcel shall be added to the list of Park Properties, and when a parcel’s classification is changed to Residential Property from some other assessment classification, the parcel shall be removed from the list of Park Properties. Upon any such change in the list of Park Properties, this Master Agreement shall be deemed amended and there shall be attached a revised Exhibit B and Exhibit C, respectively, and only those Eligible Properties listed in Exhibit C shall be included in the Park for such year.

(C) In the event of any enlargement or diminution of the Park Property other than as set forth in Sections 1.01(A) and (B), on enactment by each County Council of its authorizing ordinance, this Master Agreement shall be deemed amended and the attached Exhibits A, B, and C shall be revised accordingly to reflect the addition to or the removal of Park Property. Each County shall file in its respective ordinance books either a copy or an original (depending on County practice) of the ordinance enactment by the County Council of such County pursuant to which such enlargement or diminution was authorized.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. Constitutional Exemption from Taxation. Under the MCIP Law, so long as the Park Property is located in the Park, the Park Property is exempt from all *ad valorem* taxation. The Park Property, exclusive of any Residential Property, shall be deemed as located in the Park so long as this Master Agreement is in effect.

Section 2.02. Park Fee-in-Lieu of Taxes. Except as provided in Section 2.03, the owners or lessees of Park Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Park Property in the Park.

Section 2.03. Negotiated Fee-in-Lieu of Taxes. The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or special source revenue credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under South Carolina law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the “Fees”).

ARTICLE III

SHARING OF FEE REVENUE AND EXPENSES OF THE PARK

Section 3.01. Expense Sharing. The Counties shall share all expenses related to the Park. If the parcel of Park Property is located in Darlington County, then Darlington County shall bear 100% of the expenses. If the parcel of Park Property is located in Lee County, then Lee County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Park Property is privately-owned, the owner or developer of such Park Property can be required to bear 100% of the expenses related to that Park Property in the Park on behalf of the host County.

Section 3.02. Fee Revenue Sharing.

(A) For revenue generated in the Park from a source other than Fees, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(B) The Counties shall share all Fees according to the following distribution method:

(i) For Park Property located in Darlington County: Darlington County, after making any reductions required by State law, shall retain 99% of the remaining Fee revenue and transmit 1% of the remaining Fee revenue to Lee County in accordance with Section 3.04.

(ii) For Park Property located in Lee County: Lee County, after making any reductions required by law, shall retain 99% of the remaining Fee revenue and transmit 1% of the remaining Fee revenue to Darlington County in accordance with Section 3.04.

Section 3.03. Fee Revenue Distribution in Each County.

(A) After distribution of Fee revenue as provided by Section 3.02(B), for Park Property located in Darlington County, the remaining Fee revenue (the “Residual Fee Revenue”) shall be distributed as follows:

(i) For Park Property located in Darlington County, the Residual Fee Revenue shall be distributed as follows: 70% to the City (the “City’s Fee Revenue”), and the remainder shall be distributed to the taxing entities in Darlington County (excepting the City) on a pro-rata basis in accordance with the respective tax millages that Darlington County and the other taxing entities within Darlington County would have levied on the Park Property in the tax year in which the Residual Fee Revenue is received had the Park Property not been located in the Park. Any school district receiving a distribution of Residual Fee Revenue shall divide its respective distribution of Residual Fee Revenue on a pro-rata basis between operational and debt service millage levied in such school district or collected on behalf of such school district in the tax year in which the Residual Fee Revenue is received.

(ii) For Park Property located in Lee County, the Residual Fee Revenue shall be distributed to the taxing entities in Lee County on a pro-rata basis in accordance with the tax millage Lee County and the other taxing entities in Lee County would have levied on the Park

Property in the tax year in which Residual Fee Revenue is received had the Park Property not been located in the Park. Any school district receiving a distribution of Residual Fee Revenue shall divide its respective distribution of Residual Fee Revenue on a pro-rata basis between operational and debt service millage levied in such school district or collected on behalf of such school district in the tax year in which the Residual Fee Revenue is received.

(iii) Each County elects to retain 100% of the 1% of the Fees received from the other County.

(B) Excluding the City's Fee Revenue to be paid to the City under Section 3.03(A)(i) above, each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual Fee Revenue that it receives. Any change to the City's Fee Revenue may only be accomplished through the amendment provisions in Section 4.08 of this Agreement.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives Fees, each County shall prepare and submit to the other County a report detailing the Fees owed under this Master Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of Park Property to each County is identical to the percentage of Fee Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. Records. Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Park Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. Applicable Law. To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Park Property is located is the reference for regulation of that parcel of Park Property in the Park. Nothing in this Master Agreement purports to supersede State or federal law or regulation. Subject to any limitations and restrictions in the Intergovernmental Agreement, the County in which a parcel of Park Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. Law Enforcement. If not located within a municipality, the Sheriff's Department for the County in which a parcel of Park Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel. If located within a municipality, the police department wherein a parcel of Park Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel. Fire, sewer, water and EMS service for each parcel of Park Property in the Park is provided by the applicable municipality, service district, or other political unit in the applicable County in which that Park Property is located.

Section 4.06. Binding Effect of Master Agreement. This Master Agreement is binding after execution by both of the Counties is completed.

Section 4.07. Severability. If (and only to the extent) that any part of this Master Agreement is unenforceable, then that portion of the Master Agreement is severed from the Master Agreement and the remainder of this Master Agreement is unaffected.

Section 4.08. Complete Agreement: Amendment. This Master Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Park Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Master Agreement. The City's consent to the creation of the Park is expressly conditioned upon the absence of any amendment to this Master Agreement without the express written consent of the City.

Section 4.09. Counterpart Execution. The Counties may execute this Master Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

Section 4.10. Termination. Notwithstanding any part of this Master Agreement to the contrary, this Master Agreement terminates automatically on the termination of the Intergovernmental Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Counties have each executed this Master Agreement, effective on the Effective Date.

DARLINGTON COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council

(SEAL)

ATTEST:

Clerk to County Council

LEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

ACKNOWLEDGED AND CONSENTED TO BY
THE CITY OF HARTSVILLE, SOUTH CAROLINA:

City Manager

(SIGNATURE PAGE)

EXHIBIT A

LIST OF PARK PROPERTIES BY TMS NUMBER

056-06-02-042	056-06-02-109	056-11-01-011
056-06-02-094	056-06-02-051	056-11-01-012
056-06-02-045	056-06-02-052	056-11-01-013
056-06-02-112	056-06-02-053	056-11-01-014
056-06-02-069	056-06-02-054	056-11-01-015
056-06-02-093	056-11-01-001	056-11-01-048
056-06-02-087	056-11-01-002	056-11-01-016
056-06-02-098	056-11-01-003	056-11-01-017
056-06-02-097	056-11-01-047	056-11-02-001
056-06-02-105	056-11-01-004	056-11-02-002
056-06-02-099	056-11-01-005	056-11-02-005
056-06-02-106	056-11-01-046	056-11-02-004
056-06-02-058	056-11-01-018	056-11-02-003
056-06-02-100	056-11-01-045	056-11-02-066
056-06-02-095	056-11-01-019	056-11-04-001
056-06-02-096	056-11-01-020	056-10-02-027
056-10-02-021	056-11-01-021	056-10-02-017
056-10-02-022	056-11-01-022	056-10-02-018
056-10-02-023	056-06-02-055	056-10-02-019
056-10-02-025	056-06-02-086	056-10-02-028
056-10-02-020	056-06-02-056	056-10-02-031
056-06-02-110	056-06-02-085	056-10-02-032
056-06-02-092	056-06-02-057	056-11-01-024
056-06-02-091	056-06-02-084	056-11-01-023
056-06-02-071	056-07-01-039	056-11-01-025
056-06-02-046	056-07-01-040	056-11-01-027
056-06-02-047	056-07-01-081	056-10-03-019
056-06-02-048	056-07-01-042	056-10-03-020
056-07-01-051	056-07-01-084	056-10-03-021
056-07-01-052	056-07-01-038	056-10-03-103
056-07-01-053	056-07-01-036	056-10-03-023
056-07-01-054	056-07-01-065	056-10-03-024
056-07-01-055	056-11-01-007	056-10-03-030
056-07-01-050	056-11-01-051	056-11-01-044
056-07-01-048	056-11-01-008	056-11-01-029
056-06-02-104	056-11-01-009	056-11-01-030
056-06-02-070	056-11-01-010	056-11-01-036
056-06-02-900	056-11-01-006	056-11-01-054
		056-11-01-053

EXHIBIT B

LIST OF RESIDENTIAL PROPERTIES

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

EXHIBIT C

LIST OF ELIGIBLE PROPERTIES

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

EXHIBIT C
to CITY OF HARTSVILLE ORDINANCE 4346

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF DARLINGTON)	<u>INTERGOVERNMENTAL AGREEMENT</u>
)	
CITY OF HARTSVILLE)	

THIS INTERGOVERNMENTAL AGREEMENT (this “Intergovernmental Agreement”) is dated and effective as of _____, 2018 (the “Effective Date”) and is by and between Darlington County, South Carolina, a county and political subdivision of the State of South Carolina (“Darlington County”) and the City of Hartsville, South Carolina, a municipal corporation and political subdivision of the State of South Carolina (the “City” and together with Darlington County, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, the City desires to establish and encourage an economic development program in order to stimulate commercial redevelopment of a mixed-use commercial and multi-family housing project within an area along 4th Street in the City and designated as the Canal District and as more particularly shown on Exhibit A (the “Canal District”); and

WHEREAS, the City desires to provide or cause to be provided certain Infrastructure (as defined and described herein) to support the redevelopment of the Canal District and surrounding areas; and

WHEREAS, Lee County, South Carolina (“Lee County”) and Darlington County (jointly the “Counties”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties; and

WHEREAS, such a joint county business park located in the City (the “Park”) may be utilized to assist the City in defraying the costs the Infrastructure; and

WHEREAS, at the request of the City, the Counties have entered into a “Master Agreement Governing the Canal District Business Park” (the “Master Agreement”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park and the percentage of revenues allocated to each of the Counties, and (ii) the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, the City and Darlington County desire to enter into this Intergovernmental Agreement to: (i) establish the purposes for the Park; (ii) identify the location of the Park; (iii) determine the eligibility criteria for inclusion of property in the Park; (iv) confirm the commitment of the City to provide the Infrastructure for the Park; (v) ratify the methodology by which and the amount of fee-in-lieu-of *ad valorem* taxes (“Fees”) attributable to the Park Property (as defined herein) shall be paid to the City; and (vi) provide the City’s formal consent to the creation of the Park within its municipal boundaries; and

WHEREAS, the City and Darlington County each acting by and through their respective governing bodies have authorized the execution and delivery of this Intergovernmental Agreement.

NOW THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Intergovernmental Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contractually agree as follows:

1. Binding Agreement; Representations.

(A) This Intergovernmental Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Intergovernmental Agreement and carry out and consummate all other transactions contemplated by this Intergovernmental Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Intergovernmental Agreement; and (iii) this Intergovernmental Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Authorization/Purpose. The MCIP Law provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that the counties enter into a written agreement for the development and operation of the industrial or business park that includes certain provisions. The Master Agreement meets the requirements set forth in the MCIP Law and its provisions shall govern the operation of the Park.

3. Consent of the City. As required pursuant to Section 4-1-170(C) of the MCIP Law, and as acknowledged in the Master Agreement, in consideration for the agreements, representations, and benefits contained in this Intergovernmental Agreement, the City has consented to the creation of the Park. The City's consent is conditioned on the proper implementation of the provisions of this Intergovernmental Agreement.

4. Master Agreement. The Master Agreement is hereby incorporated herein as fully as if set forth verbatim in its entirety. That Master Agreement shall be the basis for all terms and provisions not otherwise specifically addressed or defined by this Intergovernmental Agreement, however, to the extent that the provisions of this Intergovernmental Agreement and the Master Agreement conflict with respect to any obligation, promise, or agreement between the City and Darlington County, the provisions of this Intergovernmental Agreement shall control. Darlington County covenants that it will take such action, or refrain from taking such action, as is necessary

to ensure that the Master Agreement remains in full force and effect during the entirety of the term of this Intergovernmental Agreement. The City's consent to the creation of the Park is expressly conditioned upon the absence of any amendment to the Master Agreement without the express written consent of the City.

5. Location of the Park.

(A) A boundary map of the Canal District, which includes all properties constituting the Park (individually, or collectively, the "Park Property") is set forth in Exhibit A hereto; a detailed list of the Park Property is recited in the Master Agreement. Any parcels of the Park Property that are classified as an owner-occupied legal residence subject to an assessment-ratio of four percent as provided for in Section 1(3) of Article X of the South Carolina Constitution ("Residential Property") shall be temporarily removed from the Park for the period of time in which such parcel is determined to be Residential Property. A list of the parcels of Park Property classified as Residential Properties as of the Effective Date is set forth in the Master Agreement. A list of the parcels of Park Property that are categorized other than as Residential Property (the "Eligible Property") is also set forth in the Master Agreement and subject to adjustment as recited therein.

(B) Notwithstanding adjustments for the inclusion of Eligible Property as may be annual adjusted under the terms of the Master Agreement, Darlington County shall not consent to the enlargement or diminution of the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.

(C) The Eligible Properties shall be subject, beginning with payment of Fees received for the 2019 tax year, to the distribution of revenues provided for in the Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties.

6. Eligibility for Inclusion in Fee Distribution. Only the Eligible Property as of August 1 of each year shall be included within the Park for such year, and, subject to the Fee distribution set forth in the Master Agreement.

7. Collection and Distribution of Fees; Expenses.

(A) Darlington County shall distribute Fees in accordance with the Master Agreement.

(B) The City shall bear sole responsibility for all expenses and costs due and owing by Darlington County under Section 3.01 of the Master Agreement.

8. Infrastructure Related to the Canal District.

(A) Pursuant to the Master Agreement, the overall responsibility for the development of the Park and the collection and distribution of Fees is that of Darlington County.

(B) In consideration of the City's receipt of the distribution of Fees, the City shall use the funds to be distributed pursuant to Section 3.03(A)(i) of the Master Agreement exclusively to

pay the costs necessary to acquire or install, or cause the acquisition or installation, of certain infrastructure to serve the Canal District and the surrounding area, as described in Exhibit B hereto (the "Infrastructure"), which costs shall include all costs related to financing the costs of such Infrastructure; provided, however, the City shall, in its sole discretion, determine (i) whether to eliminate any specific element of the Infrastructure from the list set forth at Exhibit B, (ii) the specific elements of the Infrastructure that shall be acquired or installed at any given time, and (iii) the order in which elements of the Infrastructure shall be acquired or installed.

(C) In the sole discretion of the City, the City may finance the costs of the Infrastructure through all legally available options, including, but not limited to, Sections 4-1-175, 4-29-68 and 11-27-110 of the Code of Laws of South Carolina 1976, as amended.

(D) The City will provide Darlington County with a detailed annual accounting report setting forth the funds received by the City pursuant to the Master Agreement and all expenditures or disbursements of such funds. Upon written request, the City shall provide an accounting of all costs of financing the Infrastructure to Darlington County. The accounting shall be made available to Darlington County within three business days of such request.

9. **Term.** This Intergovernmental Agreement shall expire upon the later of (i) the last day of the year during which the City has paid the full costs of all elements of the Infrastructure, as listed in Exhibit B hereto, including the repayment of any bonds issued to defray the costs of such Infrastructure, or (ii) December 31, 2038.

10. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the records and distributions pertaining to Park Property, as such records become available in the normal course of City and Darlington County procedures.

11. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Intergovernmental Agreement.

12. **Termination.** Subject, only, to the terms and provisions of Section 9 hereof, the City and Darlington County agree that this Intergovernmental Agreement may not be terminated, except by mutual written agreement, unless the Master Agreement should terminate prior to that time, in which case this Intergovernmental Agreement shall terminate concurrently with the Master Agreement.

13. **Limitations.** During the term of this Intergovernmental Agreement, Darlington County shall not adopt or enact any restrictive covenants or land use requirements on any parcels with the Park without the express written consent of the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Darlington County has caused this Intergovernmental Agreement to be signed by the Chair of County Council, its corporate seal to be reproduced hereon and the same to be attested by the Clerk to County Council, as of the Effective Date.

DARLINGTON COUNTY, SOUTH CAROLINA

[SEAL]

Chair of County Council

ATTEST:

Clerk to County Council

IN WITNESS WHEREOF, the City has caused this Intergovernmental Agreement to be signed by its City Manager, its corporate seal to be reproduced hereon and the same to be attested by the City Clerk, as of the Effective Date.

CITY OF HARTSVILLE, SOUTH CAROLINA

[SEAL]

City Manager

ATTEST:

City Clerk

EXHIBIT C
to CITY OF HARTSVILLE ORDINANCE 4346

EXHIBIT A

MAP OF THE CANAL DISTRICT

EXHIBIT B

INFRASTRUCTURE FOR THE PARK

The City will undertake a variety of projects to serve the proposed Park in order to fulfill the objectives of Darlington County and the City as described in the foregoing Intergovernmental Agreement. As discussed in the Intergovernmental Agreement, the term “Infrastructure” encompasses and includes:

1. Engineering, architectural, consulting and other professional services related to any projects located in or around the Park;
2. Parks, greenspace, hardscaping, landscaping and greenway improvements located in or around the Park;
3. Infrastructure improvements, including water, sewer, electric, gas, storm-water, railways, sidewalks, roadways located in or around the Park;
4. Lighting and public access improvements located in or around the Park;
5. Surface parking, garage parking, on-street parking and other parking facilities to serve the Park and related areas;
6. Waterway, canal, waterworks features to benefit the Park and the development therein; and
7. Recreation improvements in and around the Park.



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

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: 4347 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Ordinance to lease property at the corner of Marlboro and Seventh St to Rescue Squad

BACKGROUND SUMMARY:

The Rescue Squad has leased this property for several years.

ATTACHMENTS:

Description

- ▣ Ordinance 4347
- ▣ Request to renew lease
- ▣ draft lease

ORDINANCE 4347

AN ORDINANCE TO LEASE THE PROPERTY ON THE CORNER OF MARLBORO AVENUE AND SEVENTH STREET TO THE HARTSVILLE RESCUE SQUAD.

WHEREAS, the City of Hartsville owns the property at corner of Marlboro Avenue and Seventh Street; and,

WHEREAS, the Hartsville Rescue Squad (Squad) wishes to lease the property; and,

WHEREAS, the City of Hartsville will lease the property to Hartsville Rescue Squad for the provision of community services only; the property shall not be used for any private and/or business enterprise.

WHEREAS, this lease shall stipulate that all the responsibilities for the maintenance of the property shall rest with the Hartsville Rescue Squad, and that the Squad shall have adequate insurance and liability coverage for the facilities, which they will provide to the City.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Hartsville that the City does hereby lease the property at the corner of Marlboro Avenue and Seventh Street to the Hartsville Rescue Squad for a term of one year.

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

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk

First Reading: September 11, 2018
Public Hearing:
Final Reading:

P.O. Box 2094
305 Marlboro Ave., Hartsville SC



843-383-9326



Gina,

Hartsville Rescue Squad would like to request to renew our annual lease with Hartsville City for 2018.
Thank you for your help in this matter.

Thanks
Nita Coleman
CEO-Hartsville Rescue Squad
843-861-7568
Nita.coleman@hartsvillerescue.org

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

THIS AGREEMENT, made and entered into this 11th day of October 2018, by and between, THE CITY OF HARTSVILLE, as OWNER of the property mentioned below and, THE HARTSVILLE RESCUE SQUAD, INC., as LESSEE.

1. That the OWNER agrees to lease the property at the corner of Marlboro Avenue and Seventh St in the City of Hartsville to the LESSEE. The address of the said property is as follows: 305 Marlboro Ave, Hartsville, SC 29550.
2. This lease shall run for a term of one (1) year from the day of October , 2018 to the day of day of , 2019.
3. Either party may terminate this agreement any time by giving the other party sixty (60) days advance notice in writing of their intention so to do.
4. The LESSEE agrees to pay the sum of One and no/100th (\$1.00) Dollars as rent for the said property, payable on the first day of term of agreement, beginning on the day of October, 2018. All payments made to the OWNER by the LESSEE, payments should only be made payable to the City of Hartsville and delivered to the office of the City Finance Director during the City's regular hours and workdays.
5. LESSEE shall be solely responsible for the maintenance of the grounds and yards of the leased premises, and all exterior vegetation pursuant to the provisions of the International Property Maintenance Code adopted by the City of Hartsville.
6. LESSEE shall be solely responsible for all maintenance and repairs required to maintain property in current condition.
7. LESSEE shall be solely responsible for any damages done on the premises by LESSEE, LESSEE's agents, invitees, assigns, subcontractors, employees, or anyone else and LESSEE shall, at its own expense, make any repairs by such damages.
8. The OWNER shall not be responsible to the LESSEE for any damages which may be caused by water, sleet, snow or for any other damages whatsoever in any manner caused by the occupancy of the premises.
9. No improvements or attachments shall be placed upon said leasehold property without prior written approval of the OWNER and any and all improvements constructed upon and attached to the said premises by the LESSEE shall become exclusively owned the OWNER.
10. LESSEE shall be responsible for obtaining its own User's and Occupier's casualty for all of its personal property and equipment it may carry upon and use on the leasehold premises and, under no circumstance shall the OWNER be responsible for any damage to LESSEE'S said personal property and equipment. The OWNER shall not be responsible for the loss of any of the LESSEE's personal property and equipment through casualty or theft during its occupancy of the leasehold premises.

11. The OWNER guarantees the peaceful occupation and enjoyment of the premises to the LESSEE during the term provided; however, the OWNER or its authorized agent shall have the right to enter the premises hereby leased at any time it sees fit for the purpose of viewing the premises to see that no waste or damage is being committed and the OWNER shall also have the right and privilege, in the event that the leased premises are for sale, to enter the premises and show the premises to prospective purchasers.
12. This lease is not assignable, and the LESSEE shall not sublet the premises or any part without written consent of the OWNER.
13. The OWNER will call the LESSEE before entering the premises, but will retain the right to enter if determined necessary if the LESSEE is not available to give permission.
14. This agreement is entered between the parties of their own free will and accord, for good and valuable consideration which is hereby acknowledged, and is binding upon their heirs and assigns.
15. If at any time the LESSEE ceases to use the property for rescue squad activities, the lease shall be terminated.

WITNESS our Hands and Seal this _____ day of October, 2018.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

LESSEE

Witness

OWNER

Witness

(Witness)



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

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: 4348 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF HARTSVILLE PERTAINING TO SIGN REGULATIONS; AND OTHER MATTERS RELATED THERETO.

BACKGROUND SUMMARY:

IN RESPONSE TO THE DECISION BY THE SUPREME COURT OF THE US IN REED V. TOWN OF GILBERT, HARTSVILLE AND MUNICIPALITIES AROUND THE COUNTRY HAD TO MAKE REVISIONS TO ITS SIGN REGULATIONS TO PREVENT CONTENT BASED DISCRIMINATION IN TEMPORARY SIGNAGE THAT SINGLES OUT SPECIFIC SUBJECT MATTER FOR DIFFERENTIAL TREATMENT. FOR INSTANCE, ALLOWING TEMPORARY SIGNS FOR POLITICAL CAMPAIGNS AND DISALLOWING THEM FOR OTHER TYPES OF USES.

IMPACT IF DENIED:

IF DENIED, THE CITY OF HARTSVILLE'S ZONING ORDINANCE AS IT RELATES TO SIGN REGULATIONS, WILL BE OUT OF COMPLIANCE.

IMPACT IF APPROVED:

IF APPROVED, THE CITY OF HARTSVILLE'S ZONING ORDINANCE AS IT RELATES TO SIGN REGULATIONS, WILL BE IN COMPLIANCE.

ATTACHMENTS:

Description

- ▣ Ordinance 4348
- ▣ Ordinance 4348 - SCOTUS Decision

ORDINANCE 4348

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF ARTICLE VII OF THE ZONING ORDINANCE OF THE CITY OF HARTSVILLE PERTAINING TO SIGN REGULATIONS; AND OTHER MATTERS RELATED THERETO.

The City Council of the City of Hartsville (the “**City Council**”), the governing body of the City of Hartsville, South Carolina (the “**City**”), makes the following findings of fact in connection with the enactment of this ordinance (this “**Ordinance**”):

(A) The City was created as a municipal corporation under the laws of the State of South Carolina (the “**State**”) and is authorized, pursuant to the South Carolina Local Government Comprehensive Planning Enabling Act, Chapter 29 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the “**Act**”) to adopt a zoning ordinance regulating land use within the City to include regulations pertaining to signage; and

(B) The City Council did, on February 10, 1987, adopt the Comprehensive Zoning Ordinance of the City, codified at Appendix A of the City’s Code of Ordinances (the “**Zoning Ordinance**”), including regulations on signage within the City contained in Article VII of the Zoning Ordinance (the “**Sign Regulations**”); and

(C) In response to the decision by the Supreme Court of the United States in *Reed v. Town of Gilbert*, and subsequent jurisprudence in conformance with this opinion, the Planning Staff of the City (the “**Staff**”) has recommended that the City Council enact certain changes to the Sign Regulations; and

(D) In compliance with Section 6-29-760 of the Act, the requested changes to the Sign Regulations were brought before the City of Hartsville Planning Commission (the “**Planning Commission**”) on August 27, 2018, which conducted a public hearing on the matter where both proponents and opponents of the proposed changes were permitted to speak, and, after due consideration, the Planning Commission recommended that the City Council adopt the proposed changes.

NOW, THEREFORE, BEING DULY ASSEMBLED, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HARTSVILLE AS FOLLOWS:

Section 1. By and through the enactment of this Ordinance, the applicable sections of the Sign Regulations shall be amended as follows:

The definition of “Sign” contained in Article III of the Zoning Ordinance shall be amended and restated to read, in its entirety, as follows:

Sign. Any object, device, display or structure, or part thereof, situated outdoors or indoors, that is used to advertise, identify, display, or direct attention to an object, person, institution,

organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

(a) *Freestanding sign.* A freestanding sign may contain a sign or signs on one side only, or it may be a V-shaped structure or one containing signs back-to-back. A freestanding sign structure is one sign.

(b) *Sign area.* The area of a sign is the area of the surface of the sign formed by a perimeter consisting of a series of straight lines enclosing all parts of the sign structure located above a separate and distinct landscaped base. The total area of a freestanding sign structure is equal to the area of one side only.

(c) Reserved.

(d) Reserved.

(e) Reserved.

(f) Reserved.

(g) *Window sign.* A sign that is visible through or attached to the interior of a window such that the content of the sign is intended to be visible from the exterior of the building.

Section 1 of Article VIII of the Zoning Ordinance shall be amended and restated to read, in its entirety, as follows:

Sec. 1. Intent.

The purpose of the following sign requirements is to promote and protect the public health, welfare, and safety by regulating existing and proposed signs of all types. It is intended to protect property values, create a more attractive economic and business climate, and enhance and protect the scenic and natural beauty of designated areas. It is further intended to reduce sign or advertising distraction and obstructions that may be caused by signs overhanging or projecting over public rights-of-way, provide more open space, curb the deterioration of the natural environment and enhance community development.

Section 3 of Article VIII of the Zoning Ordinance, entitled, "Signs allowed without a permit," shall be amended and restated to read in its entirety as follows:

Sec. 3. Signs allowed without a permit.

a. Sign permits shall not be required for the following signs:

1. Changeable copy signs, including bulletin boards and signs for theatres and gas stations.

2. Signs not visible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way.
 3. Signs on trucks, buses, trailers, or other vehicles, while such vehicles are in use in the normal course of business.
 4. Commemorative plaques and historical markers erected by a recognized non-profit historical organization or a governmental body; provided, however, that no such plaque or marker shall exceed three square feet in area.
 5. Flags; provided, however, that no single flag shall exceed a maximum size of 54 square feet and no more than three flags may be displayed on any property.
 6. Handicap parking signs.
 7. Plaques or markers that are integrated into the construction of a building when made or carved into stone, concrete, bronze, aluminum, or some other permanent construction material, such as, by way of example only, names of buildings, dates of erection, or commemorative plaques.
 8. Signs erected by any public entity.
 9. Danger, warning, or private property signs.
 10. Traffic direction signs within a campus or premises.
- b. Sign permits shall not be required for one temporary sign on each roadway frontage of a property during such time that the property on which the sign is located, or a portion thereof, is being actively marketed for sale or rent, or a structure on such property is actively under construction. Any such sign may not exceed a height of 8 feet and may not exceed an area of 8 square feet in residential zoning districts or 32 square feet in all other zoning districts.
- c. Other than those signs permitted under subsection (b) of this section, temporary signs shall not require a permit, but shall be subject to the following:
1. For the purposes of this subsection, a “Temporary Sign” is defined as any sign constructed of cloth, canvas, light fabric, cardboard or any other paper-based material, corrugated plastic, unfinished or untreated wood, wallboard or other light materials, with or without frames.
 2. Temporary Signs shall not exceed 8 feet in height, and shall not exceed 4 square feet in residential districts or 32 square feet in all other zoning districts;
 3. Temporary Signs shall be removed within 45 days of its placement;

4. Temporary signs are prohibited in the public right-of-way or on any public property, utility poles, or street signs;
 5. Temporary signs shall be limited to one per street frontage;
- d. All banners shall not require a permit, but shall subject to the following:
1. Subject to the additional conditions of this subsection (d), a banner is permitted in any commercial or industrial zoning district except the Central Business (B-1) District; except that in the Central Business (B-1) District (i) a non-profit or religious organizations may display a banner on property owned or occupied by such organization; and (ii) a business may display a banner exclusively during the period of seven days prior to and for thirty days after the date the business initially commences operation.
 2. A banner must be hung flush against and securely attached to the building upon which it is; except in the case of any property owned or occupied by a non-profit or religious organization, the entity may securely hang a free-standing banner one week in advance of an event held by such organization, to be removed upon completion of such event.
 3. Except where otherwise provided for herein, a business or organization may display a banner for a period of 30 days.
 4. No banner shall exceed a maximum size of 48 square feet.

The following subsections of Section 4 of Article VIII of the Zoning Ordinance, entitled, "Prohibited Signs" shall be amended and restated to read in their entirety as follows:

- d. Signs which contain or consist of pennants, banners, ribbons, streamers, spinners, strings of lightbulbs, strobes, or other similar moving or flashing devices.
- l. Signs that obstruct ingress or egress from any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress or egress for any room or building as required by law.

Section 5 of Article VIII of the Zoning Ordinance, entitled, "Residential and Agricultural Zoning Districts; Permitted Signs" shall be amended and restated to read in its entirety as follows:

Sec. 5. Residential and Agricultural Zoning Districts; Permitted Signs

- a. Reserved.
- b. Residential developments may erect permanent subdivision or development identification signs at any entrance to such development; provided, however, such signs must be ground mounted, and nonilluminated except by floodlights which are mounted in the ground in front of

the sign and that do not shine into roadways, and may not exceed a maximum size of 15 square feet in area or six feet in height.

c. Off-premises signs for any noncommercial use within the residential district, provided that such sign shall not exceed two square feet in area, shall be within one mile of the use, shall not exceed eight feet in height, and shall not be illuminated.

d. Signs advertising private nursery schools, day care centers, or kindergartens may have on-premises one unlighted sign that may not exceed a maximum size of 6 square feet or a maximum height of 4 feet.

e. Agricultural operations may have one sign that may not exceed a maximum size of 15 square feet or a maximum height of 8 feet. Such sign may be lit from the ground but not internally illuminated.

Section 2. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes 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 4. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

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DONE AND ORDAINED IN COUNCIL ASSEMBLED, this ____th day of _____, 2018.

CITY OF HARTSVILLE, SOUTH
CAROLINA

(SEAL)

By:

Carl M. (Mel) Pennington IV, Mayor

Attest:

By: _____
Sherron Skipper, City Clerk
City of Hartsville, South Carolina

First Reading: September 11, 2018

Public Hearing:

Final Reading:

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

REED ET AL. *v.* TOWN OF GILBERT, ARIZONA, ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE NINTH CIRCUIT

No. 13–502. Argued January 12, 2015—Decided June 18, 2015

Gilbert, Arizona (Town), has a comprehensive code (Sign Code or Code) that prohibits the display of outdoor signs without a permit, but exempts 23 categories of signs, including three relevant here. “Ideological Signs,” defined as signs “communicating a message or ideas” that do not fit in any other Sign Code category, may be up to 20 square feet and have no placement or time restrictions. “Political Signs,” defined as signs “designed to influence the outcome of an election,” may be up to 32 square feet and may only be displayed during an election season. “Temporary Directional Signs,” defined as signs directing the public to a church or other “qualifying event,” have even greater restrictions: No more than four of the signs, limited to six square feet, may be on a single property at any time, and signs may be displayed no more than 12 hours before the “qualifying event” and 1 hour after.

Petitioners, Good News Community Church (Church) and its pastor, Clyde Reed, whose Sunday church services are held at various temporary locations in and near the Town, posted signs early each Saturday bearing the Church name and the time and location of the next service and did not remove the signs until around midday Sunday. The Church was cited for exceeding the time limits for displaying temporary directional signs and for failing to include an event date on the signs. Unable to reach an accommodation with the Town, petitioners filed suit, claiming that the Code abridged their freedom of speech. The District Court denied their motion for a preliminary injunction, and the Ninth Circuit affirmed, ultimately concluding that the Code’s sign categories were content neutral, and that the Code satisfied the intermediate scrutiny accorded to content-neutral regulations of speech.

Held: The Sign Code’s provisions are content-based regulations of

Syllabus

speech that do not survive strict scrutiny. Pp. 6–17.

(a) Because content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *E.g.*, *R. A. V. v. St. Paul*, 505 U. S. 377, 395. Speech regulation is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. ___, ___. And courts are required to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. *Id.*, at ___. Whether laws define regulated speech by particular subject matter or by its function or purpose, they are subject to strict scrutiny. The same is true for laws that, though facially content neutral, cannot be “justified without reference to the content of the regulated speech,” or were adopted by the government “because of disagreement with the message” conveyed. *Ward v. Rock Against Racism*, 491 U. S. 781, 791. Pp. 6–7.

(b) The Sign Code is content based on its face. It defines the categories of temporary, political, and ideological signs on the basis of their messages and then subjects each category to different restrictions. The restrictions applied thus depend entirely on the sign’s communicative content. Because the Code, on its face, is a content-based regulation of speech, there is no need to consider the government’s justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny. Pp. 7.

(c) None of the Ninth Circuit’s theories for its contrary holding is persuasive. Its conclusion that the Town’s regulation was not based on a disagreement with the message conveyed skips the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face. A law that is content based on its face is subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of “animus toward the ideas contained” in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429. Thus, an innocuous justification cannot transform a facially content-based law into one that is content neutral. A court must evaluate each question—whether a law is content based on its face and whether the purpose and justification for the law are content based—before concluding that a law is content neutral. *Ward* does not require otherwise, for its framework applies only to a content-neutral statute.

The Ninth Circuit’s conclusion that the Sign Code does not single out any idea or viewpoint for discrimination conflates two distinct but related limitations that the First Amendment places on government regulation of speech. Government discrimination among viewpoints

Syllabus

is a “more blatant” and “egregious form of content discrimination,” *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829, but “[t]he First Amendment’s hostility to content-based regulation [also] extends . . . to prohibition of public discussion of an entire topic,” *Consolidated Edison Co. of N. Y. v. Public Serv. Comm’n of N. Y.*, 447 U. S. 530, 537. The Sign Code, a paradigmatic example of content-based discrimination, singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter.

The Ninth Circuit also erred in concluding that the Sign Code was not content based because it made only speaker-based and event-based distinctions. The Code’s categories are not speaker-based—the restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. And even if the sign categories were speaker based, that would not automatically render the law content neutral. Rather, “laws favoring some speakers over others demand strict scrutiny when the legislature’s speaker preference reflects a content preference.” *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 658. This same analysis applies to event-based distinctions. Pp. 8–14.

(d) The Sign Code’s content-based restrictions do not survive strict scrutiny because the Town has not demonstrated that the Code’s differentiation between temporary directional signs and other types of signs furthers a compelling governmental interest and is narrowly tailored to that end. See *Arizona Free Enterprise Club’s Freedom Club PAC v. Bennett*, 564 U. S. ___, ___. Assuming that the Town has a compelling interest in preserving its aesthetic appeal and traffic safety, the Code’s distinctions are highly underinclusive. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town when other types of signs create the same problem. See *Discovery Network, supra*, at 425. Nor has it shown that temporary directional signs pose a greater threat to public safety than ideological or political signs. Pp. 14–15.

(e) This decision will not prevent governments from enacting effective sign laws. The Town has ample content-neutral options available to resolve problems with safety and aesthetics, including regulating size, building materials, lighting, moving parts, and portability. And the Town may be able to forbid postings on public property, so long as it does so in an evenhanded, content-neutral manner. See *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 817. An ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers—e.g., warning signs marking hazards on private property or signs directing traffic—might also survive strict scrutiny. Pp. 16–17.

Syllabus

707 F. 3d 1057, reversed and remanded.

THOMAS, J., delivered the opinion of the Court, in which ROBERTS, C. J., and SCALIA, KENNEDY, ALITO, and SOTOMAYOR, JJ., joined. ALITO, J., filed a concurring opinion, in which KENNEDY and SOTOMAYOR, JJ., joined. BREYER, J., filed an opinion concurring in the judgment. KAGAN, J., filed an opinion concurring in the judgment, in which GINSBURG and BREYER, JJ., joined



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

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: 4349 Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Ordinance for Adopting Chapter 1 of Technical Codes

BACKGROUND SUMMARY:

As drafted, the ordinance explicitly adopts the administrative provisions of each code (except for Property Maintenance, which has its own administrative provisions). Also, this ordinance provides for the approval and authorization of newly promulgated codes so the ordinance will not need to be updated upon the adoption of new codes by the SC Codes Council estimated to occur around January 2019.

IMPACT IF DENIED:

The city would not have adequate administrative procedures in place ensuring the general safety and welfare of the public in relation to reasonable standards of construction in buildings and other structures.

IMPACT IF APPROVED:

The city would have adopted the latest administrative procedures of each technical code.

FINANCIAL IMPACT:

None. This ordinance does not change or impact existing fees.

ATTACHMENTS:

Description

- ▣ Ordinance 4349

ORDINANCE 4349

AN ORDINANCE OF THE CITY OF HARTSVILLE, SOUTH CAROLINA AMENDING AND RESTATING CHAPTER 10, ARTICLE II OF THE CITY'S CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Hartsville, South Carolina (the "City") is a municipal corporation created under the laws of the State of South Carolina;

WHEREAS, it is the responsibility of the City to ensure the general safety and welfare of the public, which includes maintaining reasonable standards of construction in buildings and other structures;

WHEREAS, Section 6-9-40 of the Code of Laws of South Carolina 1976, as amended requires that the South Carolina Building Codes Council review, adopt, modify and promulgate certain standard building codes;

WHEREAS, Section 6-9-50 of the Code of Laws of South Carolina 1976, as amended provides that the City "shall adopt by reference and amend only the latest editions of the following nationally recognized codes and the standards referenced in those codes for regulation of construction in this State: building, residential, gas, plumbing, mechanical, fire and energy...as promulgated, published and made available by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association."

WHEREAS, Section 6-9-60 of the Code of Laws of South Carolina 1976, as amended permits the discretionary adoption of other standard codes, including those regulating, "property maintenance, performance codes for buildings and facilities, existing building and swimming pool codes as promulgated, published or made available by the International Code Council, Inc."

WHEREAS, the City has previously adopted and codified all of the required codes and certain of the permissive codes, including: the International Building Code (the "IBC"), the International Existing Building Code (the "IEBC"), the National Electrical Code (the "NEC"), the International Plumbing Code (the "IPC"), the International Mechanical Code (the "IMC"), the Fuel Gas Code (the "IFGC"), the International Fire Code (the "IFC"), the International Property Maintenance Code (the "IPMC"), the International Energy Conservation Code (the "IECC"), and the International Residential Code (the "IRC" and together with the IBC, the IEBC, the NEC, the IPC, the IMC, the IFGC, the IFC, the IPMC, the IECC, the "City's Standard Codes");

WHEREAS, it is the intent of the IBC to provide a reasonable level of safety, public health and general welfare, through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations;

WHEREAS, it is the intent of the IEBC to provide for minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings;

WHEREAS, it is the intent of the NEC to achieve electrical safety in residential, commercial, and industrial occupancies;

WHEREAS, it is the intent of the IPC to establish minimum standards to provide a reasonable level of safety, health, property protection and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of plumbing equipment and systems;

WHEREAS, it is the intent of the IMC to establish minimum standards to provide a reasonable level of safety, health, property protection and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of mechanical systems;

WHEREAS, it is the intent of the IFGC to establish minimum standards to provide a reasonable level of safety, health, property protection and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of fuel gas systems;

WHEREAS, it is the intent of the IFC to establish minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide reasonable level of safety to the fire fighters and emergency responders during emergency operations;

WHEREAS, it is the intent of the IECC to regulate the design and construction of buildings for the use and conservation of energy over the life of each building;

WHEREAS, it is the intent of the IRC to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the build environment, and to provide safety to fire fighters and emergency responders during emergency operations;

WHEREAS, the City has reviewed all of the City's Standard Codes and upon such review has determined to amend and restate the provisions of Chapter 10 – "Buildings and Building Regulations," Article II – "Technical Codes" governing all such codes within the City.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Hartsville, the governing body of the City, as follows:

Section 1. *Generally*

(A) Pursuant to Sections 6-9-50 and 6-9-60 of the Code of Laws of South Carolina 1976, as amended, the City shall only adopt the latest edition of certain national codes, which includes the City's Standard Codes. For the purposes discussed above and generally to govern all building activities within the City, all of the City's Standard Codes shall be amended and restated under the terms of this Ordinance. Any amendments, modifications and succeeding editions to each of the City's Standard Codes or succeeding amendments or modifications to City's Standard Codes shall become effective

upon the approval of the South Carolina Building Codes Council in conformance with State law; however, in no event shall any subsequent edition of the IPMC affect the administrative and enforcement provisions established herein. Except with respect to the IPMC, each of the model regulations, provisions, penalties, conditions and terms for the City's Standard Codes are hereby enacted by the City. The actual provisions of the City's Standard Codes shall be available for review in the office of the City Clerk.

(B) Certain provisions governing the IPMC were recently enacted by the City pursuant to the terms of Ordinance No. 4324 of the City dated March 13, 2018 ("Ordinance 4324"). Except for the provisions of Sec. 10-38 – "International Property Maintenance Code", which shall be amended and restated in its entirety by the provisions of this Ordinance, no other provisions of Ordinance 4324 shall be amended by the provisions of this Ordinance. While this Ordinance and Ordinance 4324 shall be read in conformity with one another, in the event of any inconsistency between Ordinance 4324 and this Ordinance, this Ordinance shall be controlling.

Section 2. *Amendment and Restatement of Chapter 10, Article II.* Chapter 10 "Buildings and Building Regulations," Article II "Technical Codes," as previously enacted various prior actions of the City Council of the City of Hartsville, the governing body of the City (the "City Council"), is hereby amended and restated in its entirety to now read as follows:

Chapter 10 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE II-TECHNICAL CODES

Sec. 10-31. – Public policy for building codes.

(a) *Generally.* Pursuant to Title 6, Chapter 9 of the Code of Laws of South Carolina 1976, as amended and as may be further amended by the General Assembly, the City of Hartsville hereby adopts the latest editions of the following national codes and the standards referenced, or as adopted by the South Carolina Building Codes Council, as set forth herein for the regulations of construction within the City: building, electrical, mechanical, fuel gas, fire, property maintenance and energy codes as promulgated, published, amended or made available by the South Carolina Building Codes Council in conformance with the laws of the State of South Carolina. Any provision identifying the jurisdiction shall be deemed to be the City of Hartsville. A file of record of these codes is in the offices of the City Clerk.

(b) *Exclusions.* Deemed excluded from adoption under this Article II – "Technical Codes" is any provision, or part thereof of a standard code which concerns: (1) a department or official name or nomenclature; (2) the appointment, liabilities, qualifications, removal, dismissal and duties of the code enforcement or building official, any other city official or employee or appeals board; or (3) the establishment of fees.

(c) *Amendments.* Whenever the term "jurisdiction" is used in any of the standard codes approved herein, it shall be construed to mean the City of Hartsville, South Carolina.

(c) *Fees.* The fees for permits shall be as established in an ordinance adopted by City Council of the City of Hartsville, as the governing body of the City.

Sec. 10-32. - International Building Code and International Existing Building Code.

Adoption of the International Building Code and International Existing Building Code. This section is to be known and referred to as the “Building Code.” There is hereby adopted by the City the most current editions of the International Building Code (the “IBC”) and International Existing Building Code (the “IEBC”), as promulgated by the International Code Council Inc. and adopted by the South Carolina Building Codes Council, copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said IBC and IEBC. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of both the IBC and the IEBC. To the extent any inconsistency exists between the administrative provisions of Chapter 1 of the IBC and Chapter 1 of the IEBC, the provisions of Chapter 1 of the IBC shall control.

Sec. 10-33. – National Electric Code.

(a) *Adoption of the National Electric Code.* This section is to be known and referred to as the “Electric Code.” There is hereby adopted by the City the most current edition of the National Electric Code, as promulgated by the National Fire Protection Association and adopted by the South Carolina Building Codes Council, copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Electric Code. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Electric Code.

(b) *Electrician's license required.* It shall be unlawful for any person to contract to do any electrical work of any kind within the City unless he shall be the holder of an unrevoked and unexpired electrical license issued by the City or State of South Carolina, as applicable.

(c) *Master or journeyman electrician in control.* Where any electrical work requiring a permit is being done, a master or journeyman electrician (who is licensed in the City) shall at all times be in control of the work being performed. Homeowners are exempt if they comply with Section 10-2 herein.

(d) *Plumbing and piping to be in place.* All plumbing and other piping or tube work must be in place on work to be concealed before the electrical wiring is inspected. No wiring shall be considered as complete for final inspection until all

plumbing or piping is in place.

(e) *Concealment of wiring prior to inspection prohibited.* It shall be unlawful to lath, seal, or in any manner conceal any electrical wiring or equipment until it has been inspected and notices posted that it has been approved.

(f) *Suitable zone on each pole to be reserved for City.* On any pole of any electric light, power, street, railway, telephone, or telegraph company used jointly by two or more companies, each company shall be allotted a special zone, and shall confine its wires to that zone. Spaces shall be measured from the tops of poles downward, and a suitable zone on every pole shall at all times be reserved for the free use of the City.

(g) Poles, wires prohibited in certain areas.

(1) It shall be unlawful for any person to erect, maintain or operate or to permit to remain any pole, wire, line, or attachment owned or controlled by him and used or erected for use for the transmission of electricity, telephone or telegraphic communications over the City streets or sidewalks and within the following areas: Fifth Street from the south side of Home Avenue to the north side of Marlboro Avenue and Carolina Avenue for the west side of Fourth Street to the east side of Sixth Street. Each day during which any person shall maintain, operate or permit to remain any pole, wire, line, or attachments owned or controlled by him and used or erected for the use for the transmission of electricity, telephone or telegraphic communications over the city streets or sidewalks and within the areas described and set forth in this subsection shall constitute a separate offense and violation of this section.

(2) Nothing in this section shall prohibit the erection or maintenance of poles or standards within such area for City streetlights or the maintenance of necessary wires for transmission of electricity for the operation of such streetlights during such periods as the transmission of electricity to the rear of buildings which face or front on the streets and within the area named and described in subsection (g)(1) of this section shall for any reason be prevented or made impossible. Nothing in this section shall prohibit the distribution of electricity from wires or lines maintained for the operation of streetlights directly to such buildings as cannot for the time be served with electricity through other access.

Sec. 10-34. – International Plumbing Code.

(a) *Adoption of International Plumbing Code.* This section is to be known and referred to as the “Plumbing Code.” There is hereby adopted by the City the most current edition of the International Plumbing Code, as promulgated by the International Code Council, Inc. and adopted by the South Carolina Building Codes Council, copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Plumbing Code. Further, the enactment

of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Plumbing Code.

(b) *Plumber's license required.* It shall be unlawful for any person to contract to do any plumbing work of any kind within the City unless he shall be the holder of an unrevoked and unexpired plumber's license for such work issued by the issued by the City or State of South Carolina, as applicable.

(c) *Master or journeyman plumber in control.* Where any plumbing work requiring a permit is being done, a master or journeyman plumber (who is licensed in the City) shall at all times be in control of the work being performed. Homeowners are exempt if they comply with Section 10-2 herein.

(d) *Authority to order discontinuance of private sewer or drains.* The building official shall have the power and authority to order discontinuance and to prevent the use of any private sewer or drain through which there is being discharged any substance into the City sewer lines or system.

Sec. 10-35. – International Mechanical Code.

(a) *Adoption of International Mechanical Code.* This section is to be known and referred to as the “Mechanical Code.” There is hereby adopted by the city the most current edition of the International Gas Code, as promulgated by the International Code Council, Inc. and adopted by the South Carolina Building Codes Council, a copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Mechanical Code. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Mechanical Code.

(b) *Mechanical license required.* It shall be unlawful for any person to contract to do any mechanical work of any kind within the City unless he shall be the holder of an unrevoked and unexpired mechanical license for such work issued by the City or State of South Carolina, as applicable.

(c) *Master HARV or mechanical journeyman in control.* Where any mechanical work requiring a permit is being done, a master HARV or mechanical journeyman (who is licensed in the City) shall at all times be in control of the work being performed. Homeowners are exempt if they comply with section 10-2 herein.

Sec. 10-36. – International Fuel Gas Code.

(a) *Adoption of International Fuel Gas Code.* This section is to be known and referred to as the “Gas Code.” There is hereby adopted by the city the most current edition of the International Fuel Gas Code, as promulgated by the International Code Council, Inc. and adopted by the South Carolina Building Codes Council, a copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Fuel Gas Code. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Fuel Gas Code.

(b) *Gas license required.* It shall be unlawful for any person to contract to do any gas work of any kind within the City unless he shall be the holder of an unrevoked and unexpired gas license for such work issued by the City or State of South Carolina, as applicable.

(c) *Master or journeyman gasfitter in control.* Where any gas work requiring a permit is being done, a master or journeyman gasfitter (who is licensed in the City) shall at all times be in control of the work being performed. Homeowners are exempt if they comply with section 10-2 herein.

(d) *Inspection prerequisite to turning on gas.* No form of flammable gas shall be turned in to any gas piping system or appliance until such piping or appliance has been inspected by the building official. This inspection shall apply to all installations of consumer's gas piping and gas appliances originating at the delivery point from any gas utility piping system or at the outlet of any gas storage container.

(e) *Defective Piping.* Where there is reason to believe that any portion of the gas piping system has become defective, the system shall be tested in such manner as may be prescribed by the City.

(f) *Certificate of Approval.* Permanent gas supply will not be furnished until after a satisfactory tightness test has been made and a certificate of approval has been issued by the building official.

(g) *Permits.* Any duly licensed master gasfitter who desires to connect any gas installation with the system of gas mains of the utility, or to piping or appliances in new or existing systems, structures or premises, or to repair or add to any existing gas installation, shall first make application to the City (which shall include plans (in duplicate) as necessary to provide specifications (in the opinion of the City) as needed to determine the scope, nature and character of the work for which an application has been made) and obtain the permit therefor. Subject to approval by and in the discretion of the City, ordinary minor repairs may be made without a permit; provided, however, that such repairs shall not violate any of the provisions of this Section or the International Fuel Gas Code.

No permit shall be required where existing permissible unvented gas appliances are being replaced by gas appliances of the same size and type.

Sec. 10-37. – International Fire Code.

(a) *Adoption of International Fire Code.* This section is to be known and referred to as the “Fire Code.” There is hereby adopted by the city the most current edition of the International Fire Code, as promulgated by the International Code Council, Inc. and adopted by the South Carolina Building Codes Council, a copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Fire Code. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Fire Code.

(b) *Conflicting Provisions.* If any section, subsection or other portion of any City ordinance, this code of ordinances or State law conflicts in whole or in part with the International Fire Code approved herein, the more restrictive provisions shall govern and control.

(c) *Permits.* It shall be unlawful to install a sprinkler system within first applying for a permit, paying any required fees and presenting the fire marshal or building official with a set of plans for approval. Any plans shall provide specifications (in the opinion of the City) as needed to determine the scope, nature and character of the work for which an application has been made

Sec. 10-38. - International Property Maintenance Code.

(a) *Adoption of the International Property Maintenance Code.* This section is to be known and referred to as the “Property Maintenance Code.” There is hereby adopted by the City the most current version of the International Property Maintenance Code (the “IPMC”), as promulgated by the International Code Council, Inc. and adopted by the South Carolina Building Codes Council, a copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Fire Code. Certain provisions of the IPMC, as provided in Section 10-38(b) below, have been amended and restated.

(b) *Amendments and Revisions.* In implementing the provisions of the IPMC, the City has determined to implement certain amendments and modifications to the provisions of the IPMC. In keeping therewith, the City has determined to amend, modify or restate the following provisions of the IPMC: **CHAPTER 1 – ADMINISTRATION; Section 3.02.4 Weeds; Section 3.04.14 Insect Screens; Section 6.02.2 Residential Occupancies; Section 6.02.3 Heat Supply; and Section 6.02.4 Occupiable Workspaces.** To the extent a section of the IPMC is

not amended and restated by the provisions hereof, the original provisions of the IPMC shall be applicable. The applicable amendments and revisions to the IPMC referenced herein are to be kept permanently on file in the administrative office at city hall as part of the general ordinances of the city, with same being incorporated herein by reference without the necessity of setting out and copying the entirety of such amendments and revisions herein.

Sec. 10-39. – International Energy Conservation Code.

Adoption of International Energy Conservation Code. This section is to be known and referred to as the “Energy Code.” There is hereby adopted by the city the most current edition of the International Energy Conservation Code, as promulgated by the International Code Council Inc. and adopted by the South Carolina Building Codes Council, a copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Energy Conservation Code. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Energy Conservation Code.

Sec. 10-40. – International Residential Code.

(a) *Adoption of International Residential Code.* This section is to be known and referred to as the “Residential Code.” There is hereby adopted by the city the most current edition of the International Residential Code, as promulgated by the International Code Council and adopted by the South Carolina Building Codes Council, a copy of which is to be kept permanently on file in the administrative offices of the City as part of the general ordinances of the City, with same being incorporated herein by reference, and without the necessity of setting out and copying in its entirety the said International Residential Code. Further, the enactment of the ordinance from which this Section is derived shall include the administrative provisions in Chapter 1 of the International Residential Code.

(b) *Bond or Liability Insurance.*

(1) When the City shall so require, the applicant for a building permit shall, before receiving such permit or beginning work thereunder, execute and deliver to the City a good and sufficient bond of indemnity in such sum as may be required by the City Manager, and subject to the approval of the City Council, conditioned to repay to the City any sums which it may have to pay for damages to any person or property by reason of excavations or obstructions in or on any of the streets, alleys or sidewalks of the City, or by reason of objects falling from such building or the scaffolding attached thereto, or by reason of any act or neglect whatsoever done or suffered by such applicant or by any person, whether an independent contractor or not, or by any agent of any such party who shall construct or move such building or any part thereof. Such bond shall be that of an

approved surety company or shall be signed by two or more good and sufficient resident sureties, to be approved by the City Council. The City Manager may at any time require the execution of a new bond or the substitution or addition of new or other sureties therefor or thereto.

(2) In lieu of the bond prescribed in subsection (1) of this subsection, any person applying for a building permit may file with the City a public liability insurance policy issued by an insurance company authorized to do business in the State of South Carolina, such policy to afford coverage in the currently required amount. Such policy shall name the City as an additional insured and the applicant shall furnish the name of the agent issuing the policy, the policy number, the expiration date thereof and the name and address of the insurance company issuing the policy.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, is held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That nothing in this Ordinance or the City's Standard Codes hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes 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 5. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This ordinance shall take effect immediately upon its enactment by the City Council.

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DONE AND ENACTED BY CITY COUNCIL ASSEMBLED, this ____ day of _____,
2018.

**CITY OF HARTSVILLE,
SOUTH CAROLINA**

Carl M. (Mel) Pennington IV, Mayor

(SEAL)

ATTEST:

Sherron L. Skipper, City Clerk

First Reading: September 11, 2018
Public Hearing:
Final Reading:



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: 4350 Resolution Number: - REGULAR 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, 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

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 2,000,000 gallons. Average monthly water usage shall be calculated at the end of each fiscal year by dividing the aggregate annual account water usage 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. The Large Water User Industrial Rate Class shall be structured as follows:

The Large Water User Industrial Rate shall consist of (1) a minimum charge, and (2) a volume charge. The minimum charge, which covers the City’s fixed costs and includes 2,000,000 gallons of monthly water usage, shall be \$7,466.38. The volume charge (which is payable per 1,000 gallons of flow above the initial 2,000,000 of monthly flow) shall be \$3.48 per thousand gallons, which equals the amount currently charged to a customer residing within the City limits under the City’s standard rate schedule.

Section 3 Large Sewer User Industrial Rate Class

The City hereby creates a sewer rate class for 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 2,000,000 gallons; (ii) a discharge point not associated with a water meter; and (iii) with 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. The Large Sewer User Industrial Rate Class shall be structured as follows:

The Large Sewer User shall be charged a flat fee of \$1,385 per month.

Section 4 Termination of Existing Agreements

To the extent the City has individual agreements with customers of the System regarding rates or charges that do not correspond to the City’s standard water and sewer rates for the System, the City Council of the 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.

Section 5 Adjustments

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

B. Upon the identification of a corresponding water meter or the installation by the

City of a permanent flow meter, the flat rate established in Section 3 above shall no longer be applicable and such user shall be charged in accordance with the City's standard rate schedule applicable to all other sewer users.

Section 6 Severability

If any one or more of the provisions 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.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this __th day of _____, 2018.

CITY OF HARTSVILLE,
SOUTH CAROLINA

(SEAL)

Carl M. (Mel) Pennington IV, Mayor

Attest:

Sherron L. Skipper, City Clerk

First Reading: September 11, 2018
Public Hearing:
Second Reading:



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

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:
9/11/2018

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:
9/11/2018

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:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: 09-18-04 - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

Appointment to fill a vacancy for a term expiring for Francine Bachman on Housing Authority of Hartsville Board.

ATTACHMENTS:

Description

- ▣ Resolution 09-18-04

RESOLUTION 09-18-04

APPOINTMENT TO HOUSING AUTHORITY OF HARTSVILLE BOARD.

WHEREAS, a vacancy exists on The Housing Authority of Hartsville Board and this vacancy has been advertised.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Hartsville that the following appointment is hereby made for the term indicated below:

<u>Committee</u>	<u>Appointed</u>	<u>Term Ends</u>
Housing Authority of Hartsville Board		10/09/2023

NOW, THEREFORE BE IT HEREBY RESOLVED, in meeting duly advertised and assembled the 11th day of September, 2018.

Carl M. (Mel) Pennington IV, Mayor

ATTEST: _____
Sherron L. Skipper, City Clerk



REQUEST FOR
COUNCIL AGENDA
The City of Hartsville

Agenda Date:
9/11/2018

To: City Council
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

ORDINANCE/RESOLUTION CAPTION:

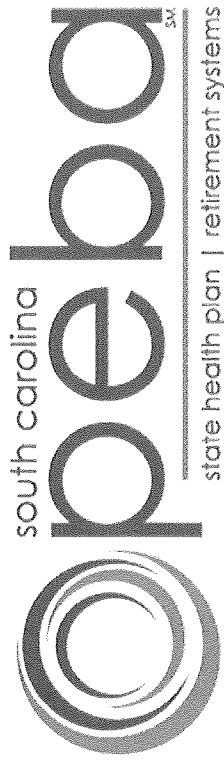
City Council and Hartsville Events Calendars.
<https://www.hartsvillesc.gov/calendar/month>

ATTACHMENTS:

Description

- ▣ Open Enrollment
- ▣ September City Council Calendar
- ▣ September Events Calendar
- ▣ October City Council Calendar
- ▣ October Events Calendar

From: Aceyleen Davis
Sent: Thursday, September 6, 2018 9:51 AM
To: Aceyleen Davis
Subject: SAVE THE DATE-OPEN ENROLLMENT MEETINGS 2018



CITY OF HARTSVILLE
OPEN ENROLLMENT MEETINGS
Location: The Pavilion at Lawton Park

- Wednesday, September 26th @ 8am & 4pm
- Thursday, September 27th @ 8am & 4pm
- Friday, September 28th @ 8am only

Employee Attendance is Mandatory (choose one session).
Refreshments will be served. Dependents over the age of 18 and covered spouses are welcome to attend.

*SUPERVISORS: Please communicate this information to team members who do not have access to City email.

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Thanks

Aceyleen Davis
Human Resources Specialist
843.383.3026 [Office]
843.917.0581 [Fax]
843.861-0234 [Cell]

September 2018

September 2018							October 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	1	2	3	4	5	6	7
9	10	11	12	13	14	15	7	8	9	10	11	12	13
16	17	18	19	20	21	22	14	15	16	17	18	19	20
23	24	25	26	27	28	29	21	22	23	24	25	26	27
30							28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 26	27	28	29	30	31	Sep 1
2	3	4 5:30pm Council Worksession - Chambers	5	6	7	8
9	10 6:00pm Hartsville 2030 Comp Plan Meeting (Davidson Hall at Coker College) -	11 5:30pm Council Regular Mtg - Chambers 6:30pm Small City Big Ideas Forum -	12 5:30pm Airport Advisory Bd - Sports Ctr	13	14	15
16	17	18	19 5:15pm ARB Mtg - Chambers	20	21	22
23	24 5:30pm Planning Comm - Chambers	25 10:00am Environmental 10:00am HHA - S. Park 3:00pm Cemetery 4:00pm Council	26	27	28	29
30	Oct 1	2	3	4	5	6

Events for September 2018

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27 Family Fun Nights @ Neptune Island	28 Family Fun Nights @ Neptune Island	29 Family Fun Nights @ Neptune Island	30 Family Fun Nights @ Neptune Island	31 Family Fun Nights @ Neptune Island Live Music by Vegas' Toney Rocks	1 Halloween Costume Collection
2 Halloween Costume Collection	3 Halloween Costume Collection Labor Day Luau @ Neptune Island	4 Halloween Costume Collection	5 Halloween Costume Collection	6 Halloween Costume Collection	7 Halloween Costume Collection	8 Halloween Costume Collection Hartsville Farmers Market
9 Halloween Costume Collection	10 Halloween Costume Collection	11 Halloween Costume Collection City Council Meeting Small City, BIG IDEAS	12 Halloween Costume Collection	13 Halloween Costume Collection	14 Halloween Costume Collection	15 Halloween Costume Collection
16 Halloween Costume Collection	17 Halloween Costume Collection Elizabeth Ann Wallace Pre-Release Party	18 Halloween Costume Collection Foreign Language Night	19 Halloween Costume Collection	20 Halloween Costume Collection EdVenture Ladies Night Out	21 Halloween Costume Collection Igniting Innovation Gala	22 Halloween Costume Collection

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					Falling For You – Senior Speed Dating	
23 Halloween Costume Collection	24 Halloween Costume Collection	25 Halloween Costume Collection	26 Halloween Costume Collection The Timeless Appeal of Southern Novels	27 Halloween Costume Collection	28 Halloween Costume Collection	29 Halloween Costume Collection Show Down in the Pee Dee II w/ Larry Frazier Super Follies 2018
30 Halloween Costume Collection	1	2	3	4	5	6

October 2018

October 2018							November 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	4	5	6	7	8	9	10
8	9	10	11	12	13	14	11	12	13	14	15	16	17
15	16	17	18	19	20	21	18	19	20	21	22	23	24
22	23	24	25	26	27	28	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 30	Oct 1	2 5:30pm Council Worksession - Chambers	3	4	5	6
7	8 6:00pm Hartsville 2030 Comp Plan Meeting (Davidson Hall at Coker College) - City Clerk	9 5:30pm Council Regular Mtg - Chambers	10 5:30pm Airport Advisory Bd - Sports Ctr	11	12	13
14	15	16	17 5:15pm ARB Mtg - Chambers	18	19	20
21	22	23	24	25	26	27
28	29 5:30pm Planning Comm - Chambers 6:00pm Joint Dinner Mtg - DCSD host	30 10:00am Environmental Comm - City Hall 3:00pm Cemetery Comm - Chambers 4:00pm Council	31	Nov 1	2	3

City Council

1

9/6/2018 2:24 PM

Events for October 2018

EVENTS IN

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30 Halloween Costume Collection	1	2	3	4	5	6
7	8	9 City Council Meeting	10	11	12	13 Hartsville Farmers Market
14	15	16 Foreign Language Night	17	18 Roastin' with Rotary	19	20 SC Yoga & Healing Arts Festival 3rd annual SC Yoga & Healing Arts Festival
21 Spiritual Graffiti: VIP Session with MC YOGI	22	23	24	25 Student Choreography Showcase	26	27
28	29	30	31	1		