



**AGENDA**  
CITY OF HARTSVILLE, SOUTH CAROLINA  
REGULAR COUNCIL MEETING  
TUESDAY, JULY 9, 2024 - 5:30 PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

PURSUANT TO SOUTH CAROLINA FREEDOM OF INFORMATION ACT CODE SECTION 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JULY 5, 2024 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLE.SC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

COUNCIL MEETINGS ARE AVAILABLE BY VISITING:

<https://www.youtube.com/channel/UCyZJVNHT8NtgJrqplYpde4w> \*PLEASE ALLOW 3-5 BUSINESS DAYS FOR POSTING.

1. CALL TO ORDER - MAYOR
2. INVOCATION, PLEDGE AND CIVILITY PLEDGE
3. APPROVAL OF MINUTES
  - a. MOTION TO WAIVE READING OF AND APPROVE THE MINUTES OF THE JUNE 11, 2024 REGULAR CITY COUNCIL MEETING.
4. PRESENTATIONS
  - a. Acknowledgement of Dr. Susan Reynolds' Gift to City of Hartsville
  - b. Employee Recognition
  - c. Proclamations
    - Parks & Recreation Month - July 2024
    - Gospel in the Park 18th Anniversary - July 14, 2024
    - Coker University Days - August 16-18, 2024
  - d. Center Theater Update - Ben Gore
  - e. Public Comments
5. MANAGER UPDATE
  - a. MASC Annual Meeting - July 17-21 - Greenville, SC

CONSENT AGENDA - Received as Information Only

- a. Committee Draft Minutes/Reports  
June 2024 Draft Minutes/Reports
- b. Departmental Reports  
June 2024 Reports

NEW BUSINESS

6. FIRST READING ORDINANCE 4475: TO AMEND AND RESTATE CHAPTER 58 "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE VI "MINORS", DIVISION 2 "CURFEW" 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

7. FIRST READING ORDINANCE 4476: TO AUTHORIZE THE PURCHASE OF A PORTION OF PROPERTY WITHIN TAX MAP PARCEL NUMBER 035-12-01-053; LOCATED AT 715 LYWOOD PLACE, HARTSVILLE SOUTH CAROLINA 29550, CONSISTING OF 0.036 (+/-) ACRES
  - a. Reading by Title and Presentation - City Manager
  - b. Approval of First Reading and Waiving of Complete Reading
8. FIRST READING ORDINANCE 4477: AN ORDINANCE AMENDING THE CITY OF HARTSVILLE CODE OF ORDINANCES BY AMENDING APPENDIX A - ZONING, ARTICLE VII - SIGNS AND ADVERTISING DEVICES, SECTION 5 - RESIDENTIAL AND AGRICULTURAL ZONING DISTRICTS; PERMITTED SIGNS.
  - a. Reading by Title and Presentation
  - b. Approval of First Reading and Waiving of Complete Reading
9. FIRST READING ORDINANCE 4478: APPROVAL TO LEASE A PORTION OF ALLEYWAY AT 120 SOUTH FIFTH STREET FROM TRUST COMPANY.
  - a. Reading by Title and Presentation
  - b. Approval of First Reading and Waiving of Complete Reading
10. FIRST READING ORDINANCE 4479: AN ORDINANCE TO AMEND THE HARTSVILLE CITY ZONING CODE, APPENDIX A-ZONING, ARTICLE III- DEFINITIONS OF TERMS USED IN THIS ORDINANCE BY ADDING THE TERM SHORT-TERM RENTAL.
  - a. Reading by Title and Presentation
  - b. Approval of First Reading and Waiving of Complete Reading
11. RESOLUTION 07-24-01: APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE'S DETENTION CENTER (SCDJJ) AND THE CITY OF HARTSVILLE FOR THE PURPOSE OF HOUSING YOUTH AT THE STATE'S DETENTION CENTER IN COLUMBIA, SOUTH CAROLINA.
12. RESOLUTION 07-24-02: TO EXPRESS THE INTENTION OF THE CITY OF HARTSVILLE, TO CAUSE THE CITY TO BE REIMBURSED WITH THE PROCEEDS OF A LEASE PURCHASE FINANCING FOR CERTAIN COSTS ASSOCIATED WITH ACQUISITION AND EQUIPPING OF CERTAIN CAPITAL ITEMS LOCATED IN THE CITY, AND OTHER MATTERS RELATING THERETO.
13. RESOLUTION 07-24-03: APPOINTMENT OF PART-TIME MUNICIPAL JUDGE.
14. RESOLUTION 07-24-04: APPROVAL OF BID AWARD FOR THE INSTALLATION OF EIGHT PICKLEBALL COURTS AT LAWTON PARK.

EXECUTIVE SESSION

15. MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4-70(a)(1) FOR DISCUSSION OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES.
16. MOTION: TO EXIT AND VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION.
17. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.
18. RES 07-24-05: APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS.

INFORMATION ONLY

a. Calendars and Other Items

ADJOURNMENT



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Minutes Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Approval of Minutes of the June 11, 2024 Regular City Council Meeting.

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**IMPACT IF DENIED:**

**ATTACHMENTS:**

Description

- ▣ Minutes



## MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA  
PUBLIC HEARINGS AND REGULAR CITY COUNCIL MEETING  
TUESDAY, JUNE 11, 2024 – 5:30 PM  
CITY COUNCIL CHAMBERS – 100 EAST CAROLINA AVENUE

### Mayor/Council:

Mayor Hancock  
Mayor Pro-Tem Caldwell  
Councilmember Braddock  
Councilmember DeLaine  
Councilmember Hungerpiller  
Councilmember Mack  
Councilmember Meadows

Attorney – None

Press – Stephan Drew, New & Press  
Bob Sloan, The Messenger

### Executive Staff:

City Manager Moore  
Assistant City Manager/CFO Caulder  
City Clerk Crenshaw  
Public Services Director Bethea  
Dir of Tourism & Communications Brown  
Business Services Director Brown  
HR Director Jones  
Planning & Zoning Manager Kelley  
Police Chief Snellgrove

PURSUANT TO SOUTH CAROLINA FREEDOM OF INFORMATION ACT CODE SECTION 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JUNE 7, 2024, AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

Mayor Hancock called the meeting to order at 5:30pm and asked Councilmember Mack to lead in the invocation, Pledge of Allegiance and Civility Pledge.

MOTION TO WAIVE READING OF AND APPROVE THE MINUTES OF THE MAY 14, 2024 REGULAR CITY COUNCIL MEETING – APPROVED.

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

### PRESENTATIONS

#### Proclamations

Mayor Hancock presented a proclamation declaring Juneteenth on June 19, 2024 to a group representing the African American community which included Barbara Carraway, Bishop J.D. Blue, Councilmember Mack and former Councilmember Adlena Graham.

Mayor Hancock presented a proclamation declaring HIV Testing Day on June 27, 2024 to Taknia James, Community Outreach Coordinator for Care Innovations of CareSouth Carolina. CareSouth will hold an event on Thursday, June 27, 2024 at the Hartsville site with food, education, family support services and giveaways. Everyone is invited to this health event.

Mayor Hancock presented a proclamation declaring June as Men's Health Month to Darlington County First Steps represented by Barbara Carraway.

Mayor Hancock presented a proclamation declaring Waste & Recycling Worker's Week on June 16-22, 2024 to staff of the City Public Works division, Philip Bethea, Public Services Director, and Vincent Brock, Sanitation Manager.

South Hartsville – Bishop J.D. Blue Sr. brought concerns about the South Hartsville area to Council’s attention. He expressed appreciation for the projects to improve the area. He understands the City applied for but was not awarded a grant which would have provided funds for underground power lines, sidewalks on Sixth Street, tree trimming and other improvements. He is concerned about people playing basketball on the outdoor courts at Byerly Park and would like to see time set aside for use of the indoor basketball courts, especially during the summer heat. The House of Hope emergency shelter and affordable housing is also needed in the South Hartsville area. He wants South Hartsville to look like the rest of Hartsville and wants to see more effort in this direction.

Mayor Hancock thanked him for bringing his concerns and shares his frustrations on how long it takes to see work moving forward. Mayor Hancock shared updates on several topics mentioned. House of Hope is working to find a location for the emergency shelter after a location fell through. Last month, Council approved a letter of support for funding for a proposed affordable housing option. The upcoming Master Plan focuses on Sixth Street and Fourth St/Railroad Avenue areas; there will be opportunities for public input, and he encourages citizens to participate.

#### Public Comments

April Spradley-Crotts, is happy to see ADA compliance growing in the Hartsville area. She and others are unable to attend Council meetings and would like to view online Council meetings.

Mayor Hancock thanked her for attending. The videos of Council meetings are currently available online after the meeting on the City of Hartsville’s channel on YouTube. Staff is working to start livestreaming the meetings.

#### MANAGER UPDATE

The MASC Annual Meeting is July 17-21 in Greenville, SC. Council received meeting agenda and registration information today. Councils from across the state attend the annual meeting for education and updates on legislation.

Everyone is invited to a ribbon cutting for The Key, 147 West Carolina Avenue, on Thursday, June 13<sup>th</sup> at 4pm.

Mayor Hancock reminded Councilmembers that quarterly reports are due to the SC Ethics Commission on July 10, 2024.

#### CONSENT AGENDA - Received as Information Only

#### UNFINISHED BUSINESS

PUBLIC HEARING AND FINAL READING ORDINANCE 4469: AN ORDINANCE TO AMEND THE CITY OF HARTSVILLE CODE BY THE ADDITION OF CHAPTER 58 ARTICLE I "IN GENERAL" SECTION 56-6 "HATE INTIMIDATION" – APPROVED.

City Manager Moore explained that South Carolina is one of two states with no hate crime laws. There is an initiative encouraging cities to adopt a hate intimidation ordinance.

Open/Close Public Hearing (State name and address for record) – Mayor – None.

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

Councilmember Mack has been disappointed with the legislation being held up in Columbia. This allows Hartsville to protect and give additional penalties in case of an event.

PUBLIC HEARING AND FINAL READING ORDINANCE 4470: TO AMEND THE RESIDENTIAL SOLID WASTE

USER'S FEE PURSUANT TO CHAPTER 70 "SOLID WASTE" ARTICLE I "IN GENERAL" SECTION 70-2 "RESIDENTIAL SOLID WASTE USER'S FEE" – APPROVED.

City Manager Moore explained this increases the monthly fee by \$2 a month to cover increased cost to operate and allows the City to continue excellent service. This increase continues the same level of service with no other way to continue all the services without the increase.

Open/Close Public Hearing (State name and address for record) – Mayor – None.

Motion: Caldwell; Second: Mack; Carried: All ayes with the exception of Councilmember Hungerpiller and Councilmember Meadows who voted nay.

Councilmember Mack thanked City Manager Moore and staff for comparing rates with other local service providers, even with the increase the City provides more services at a lower cost. Encouraged citizens to please call to schedule bulk orders pickups and not just put it beside the street.

Mayor Hancock stated this increase is the only way not to cut services.

City Manager Moore reminded Council that last year as the yard waste program changes were implemented the City decided to forego a \$1 increase.

Councilmember Braddock asked if the future increases scheduled in this ordinance can be revisited if they are not needed. City Manager Moore advised staff will evaluate the numbers and if can budget without the increase, the increase won't be implemented.

PUBLIC HEARING AND FINAL READING ORDINANCE 4471: TO PROVIDE FOR THE ESTABLISHMENT AND AMENDMENT OF FEES AND RATES THAT ARE NECESSARY FOR THE OPERATION OF THE CITY OF HARTSVILLE – APPROVED.

City Manager Moore explained this is the annual review and update of the Master Fee Schedule during the budget process.

Open/Close Public Hearing (State name and address for record) – Mayor – None.

Motion: Caldwell; Second: DeLaine; Carried: All ayes.

PUBLIC HEARING AND FINAL READING ORDINANCE 4472: AN ORDINANCE TO ADOPT A BUDGET FOR THE CITY OF HARTSVILLE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025 – APPROVED.

City Manager Moore explained this adopts the budget for the fiscal year that starts July 1, 2024.

Open/Close Public Hearing (State name and address for record) – Mayor – None.

Motion: Mack; Second: DeLaine; Carried: All ayes with the exception of Councilmember Meadows who voted nay.

PUBLIC HEARING AND FINAL READING ORDINANCE 4473: AMENDING THE 2023-2024 FISCAL YEAR BUDGETS – APPROVED.

City Manager Moore explained this amends the current fiscal year budget due to unexpected costs and special projects approved by Council. This will true up the budget for a balanced budget as required by SC law.

Open/Close Public Hearing (State name and address for record) – Mayor – None.

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

PUBLIC HEARING AND FINAL READING ORDINANCE 4474: AN ORDINANCE TO REAFFIRM PARTICIPATION IN THE STATE INSURANCE BENEFITS PROGRAM FOR COUNCILMEMBER COVERAGE AND TO AMEND

HARTSVILLE CODE CHAPTER 2 "ADMINISTRATION", ARTICLE 2 "COUNCIL", DIVISION I "GENERALLY", SECTION 2-40(b) "COMPENSATION OF COUNCILMEMBERS" – APPROVED.

City Manager Moore explained the Public Employee Benefit Authority (PEBA) is requiring all cities to reaffirm if Mayor and Councilmembers are allowed to participate in their health insurance coverage. This ordinance affirms Councils eligibility to participate and updates the language in city code to be in line with PEBA requirements for members who wish to continue to health insurance coverage after retirement. Currently City Council participates and members have the option to be covered under the City's health insurance through PEBA. If Council does not reaffirm participation, this is an irrevocable decision to exclude Council from participation.

Open/Close Public Hearing (State name and address for record) – Mayor – None.

Motion: Braddock; Second: Caldwell; Carried: All ayes.

#### NEW BUSINESS

RESOLUTION 06-24-01: APPROVAL OF DISTRIBUTION OF STATE-LOCAL ACCOMMODATIONS TAX REVENUE – APPROVED.

City Manager Moore explained this is the recommendation from the board. The board heard the presentations and recommended funding for tourism dollars that put heads in beds as required by SC law.

Motion: Mack; Second: Caldwell; Carried: All ayes with the exception of Councilmember Hungerpiller and Councilmember Meadows who voted nay.

Councilmember Braddock asked if applicants are required to show data with the number of hotel rooms used due to their event.

Councilmember Hungerpiller asked if organizations receiving funding have a time limit to utilize the funds.

City Manager Moore advised applicants do show numbers that indicate hotel rooms are rented for their event(s). Applicants who receive funding have two years to spend the fund and complete the project; after two years they have to return the money to the City of Hartsville.

RESOLUTION 06-24-02: A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE AGREEMENT; AND OTHER MATTERS RELATING THERETO – APPROVED.

City Manager Moore explained this approves the lease of a new fuel truck for the airport. The airport is seeing more traffic with the new terminal building. The Fixed Based Operator (FBO) has been looking for a solution that's FAA compliant and affordable. The engine and electronics on the current truck have failed after two engine rebuilds, the tank is failing which is a liability issue and the truck needs a new system to be FAA compliant.

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

RESOLUTION 06-24-03: APPROVAL FOR COLLABORATIVE AGREEMENT BETWEEN THE CITY OF HARTSVILLE AND PEE DEE REGIONAL TRANSPORTATION AUTHORITY FOR PUBLIC TRANSIT SERVICES – APPROVED.

City Manager Moore explained this is the annual renewal for bus services at no cost for City of Hartsville rides.

Motion: DeLaine; Second: Caldwell; Carried: 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 BOARDS, COMMISSIONS AND COMMITTEES AND MATTERS RELATED TO THE CITY JUDGE'S CONTRACT – APPROVED.

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

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

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

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

RESOLUTION 06-24-04: APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS – APPROVED.

Motion: Braddock to approve appointments as stated and recorded by the City Clerk; Second: Caldwell; Carried: All ayes.

INFORMATION ONLY

Calendars and Other Items

ADJOURNMENT without objection at 7:00pm.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Presentation Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Acknowledgement of Dr. Susan Reynolds' Gift to City of Hartsville



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Presentation Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Employee Recognition



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Proclamations Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Parks & Recreation Month - July 2024  
Gospel in the Park 18th Anniversary - July 14, 2024  
Coker University Days - August 16-19, 2024

**ATTACHMENTS:**

Description

- ▣ Parks & Recreation Month
- ▣ Gospel in the Park 18th Anniversary
- ▣ Coker University Days



# Proclamation



**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including Hartsville, South Carolina; and,

**WHEREAS**, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community; and,

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens; and,

**WHEREAS**, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month and the City of Hartsville, South Carolina recognizes the benefits derived from parks and recreation resources.

**NOW, THEREFORE**, I, Casey Hancock, Mayor of the City of Hartsville in the State of South Carolina do hereby proclaim the month of July 2024 as

## **“PARKS AND RECREATION MONTH”**

and encourage all our citizens to increase awareness of the importance of all areas of parks and recreation as fundamental to the well-being of our community.

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

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Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk



# Proclamation



**WHEREAS**, the Gospel in the Park Series was organized by Barbara A. Carraway and the Late Loretta Richardson in the summer of 2006; and

**WHEREAS**, the vision and theme of Gospel in the park is “Bringing Unity into the Community, Psalm 133:1”; and

**WHEREAS**, Gospel in the Park is a six month series that begins in May and ends in October of each year; and

**WHEREAS**, Gospel in the Park has been one of the largest and most successful events in Pride Park for fifteen years, bringing local pastors, performers, and national gospel artists to our city; and

**WHEREAS**, the mission is to continue empowering our youth spiritually through songs and outreach services.

**NOW, THEREFORE**, I, Casey Hancock, Mayor of the City of Hartsville in the State of South Carolina do hereby proclaim Sunday, July 14, 2024 as

## **“The 18<sup>th</sup> Anniversary Celebration of Gospel in the Park Day”**

and encourage all citizens to join in celebrating this event which unifies and gives back to our community.

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

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Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk



# Proclamation



**WHEREAS**, Coker College, founded in 1908, began operating as Coker University on July 1, 2019, and

**WHEREAS**, Founded first as Welsh Neck High School in 1894 and then as Coker College for Women in 1908 (Coker College became co-ed in 1969), Coker University is a student-focused bachelor’s and master’s degree-granting institution with a strong liberal arts core; and

**WHEREAS**, Coker has played, and will continue to play, a major role in Hartsville’s history. For many years, Coker was the only higher education option available in the Pee Dee area. Even though there are other options available today, Coker carries with it historical significance and an enduring reputation; and

**WHEREAS**, Coker University is an accurate reflection of our degree offerings. As of today, Coker has five master’s degree programs, grants bachelor degrees in more than 60 subject areas, and offers four bachelor degrees that can be earned entirely online; and

**WHEREAS**, Coker University continues the institution’s momentum as a nationally recognized leader in innovation related to teaching and learning, and an internationally recognized institution of higher education; and

**WHEREAS**, Coker provides roughly 1,000 students from 27 states and 21 different countries in the City of Hartsville with a quality higher education and increased job opportunities; and

**WHEREAS**, to showcase Hartsville’s support for Coker University students, faculty, and staff and commitment to becoming more of a college town.

**NOW, THEREFORE**, I, Casey Hancock, Mayor of the City of Hartsville, South Carolina, hereby proclaim August 16-19, 2024 as

## “COKER UNIVERSITY DAYS”

in the City of Hartsville and encourage our citizens to join us in celebrating Coker University Day and to celebrate the return of Coker students to the City of Hartsville.

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

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Presentation Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Center Theater Update - Ben Gore





REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Public Comments Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

This time has been set aside for any person to express ideas, concerns, comments or issues that are not on the agenda.

*-Please state your name and address for the record.*

*-Please limit your comments to two minutes.*

*-State law prohibits the Council from acting on items that do not appear on the agenda*



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Manager Update Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

MASC Annual Meeting - July 17-21 - Greenville, SC



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: April 2024 Draft Minutes/Reports Resolution Number: -  
REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Boards, Commissions and Committees Draft Minutes and Reports for June 2024.

**ATTACHMENTS:**

Description

- ▣ Accommodations Tax Commission
- ▣ Architectural Review Board
- ▣ Main Street Hartsville
- ▣ Parks & Recreation Adv Board
- ▣ Planning Commission



**DRAFT REPORT**

CITY OF HARTSVILLE, SOUTH CAROLINA  
STATE-LOCAL ACCOMMODATIONS TAX ADVISORY COMMITTEE  
THURSDAY, MAY 16, 2024 – 2:00 PM  
COUNCIL CHAMBERS – CITY HALL – 100 EAST CAROLINA AVENUE

Committee Members:

Leigh Ann Bizzell – Present  
Tiffany Crist – Present  
Alvin Heatley – Present  
Mary B. Wilson – Present  
David Hubert – Present  
William Lowe – Absent

Non-Members Present:

Chastity Jenkins – City of Hartsville, Finance Accountant  
Karen Caulder – City of Hartsville, CFO/ACM  
Terry Laughter – City of Hartsville, Finance Accountant  
Daniel Moore – City Manager  
Pete DeLaine – Councilmember

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON WEDNESDAY, MAY 8<sup>TH</sup> AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE.

Chair Leigh Ann Bizzell called the meeting to order at 2:02 p.m.

David Hubert made a motion to approve the minutes from the 2023 meeting and the Committee collectively seconded the motion.

The following people made a presentation on behalf of their organization:

Anna Tingen – Thomas Hart Academy  
Murphy Monk – Greater Hartsville Chamber of Commerce  
Kim Cranford – Hartsville Community Center Building Commission  
Janet Miller – Bands of Hartsville Booster Club  
Marie Conrad & Barbara Carroway – Gospel in the Park Series  
Gary Lukridge – YMCA of the Upper Pee Dee  
Dan Hill – Kalmia Gardens of Coker University  
Trey Nickelson & Nicole Gibson – Nickelson Media  
Matthew Frye – SC Junior Golf Foundation  
Andrea Steen – Hartsville Museum Foundation  
Erick Knackstedt & Michelle Byers-Brown – Neptune Island Waterpark (CFBH)  
Michelle Byers-Brown – Hartsville Tourism (CFBH)  
Sheila Squire – Butler Heritage Foundation

The Committee members discussed each application in detail, with the focus being on how each project impacts tourism and the promotion of tourism in Hartsville. The Committee discussed which applications attract overnight stays, emphasizing the importance of receiving data on overnight stays.

The Committee took an affirmative vote on each individual application and recommends to the City Council that the funds be disbursed as follows:

Community Foundation for a Better Hartsville – Neptune Island	\$15,000.00
Community Foundation for a Better Hartsville – Hartsville Tourism	\$29,016.11
Greater Hartsville Chamber of Commerce	\$0.00
SC Junior Golf Foundation	\$9,000.00
Hartsville Community Center Building Commission	\$0.00
Band of Hartsville Booster Club	\$0.00
Hartsville Museum	\$1,000.00
Butler Heritage Foundation	\$10,000.00
Kalmia Gardens of Coker University	\$2,358.00
Nickelson Media	\$0.00
YMCA of the Upper Pee Dee	\$0.00
Gospel in the Park	\$0.00
Thomas Hart Academy	\$1,000.00

The total amount of money that the Committee had to disburse was \$67,374.11 The Committee also recommends that the City of Hartsville Tourism Office receive 30% or \$31,095.74 of the designated funds for a tourism promotion fund which is not included in the total disbursement amount.

Leigh Ann Bizzell made a motion to recommend the disbursement to the City Council for approval. The Committee collectively seconded the motion.

Adjourned at 4:36 p.m.

This is our report and recommendations to the full Council.

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Leigh Ann Bizzell, Chair Person



**MINUTES  
CITY OF HARTSVILLE  
ARCHITECTURAL REVIEW BOARD MEETING  
WEDNESDAY, JUNE 12, 2024, 5:15PM**

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON MONDAY, JUNE 10, 2024, AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE, CALL 843-383-3018.

**Members present:** Chairman Bobby Goodson, Vice Chairman Marci Tuten, Candace Holcombe, Jonathan Lee, and Daniel Poaps. **Absent:** Deborah Gandy and Jill Buck. **Guests:** Sherri Goode, Dave Thompson, and Zach Riner. **Staff:** Brenda Kelley and Christopher Hoffman. **Press:** Absent.

**Call to Order/Welcome**

Chairman Bobby Goodson called the meeting to order at 5:15p.m.

**Minutes**

Poaps made a motion to approve the May 12, 2024, meeting minutes as submitted; Second: Holcombe & Tuten; Carried: All in favor.

**New Business**  
**Applications**

**Innovate Real Estate – 125A N Fifth St – wall mounted, window, & temporary sign**

Sherri Goode and Dave Thompson were present to participate in the discussion regarding an application submitted for the business. The application included a 10.5 sq. ft. wall mounted sign with a black background with white letters and a neon green logo, an 11.81 sq. ft. window sign with white letters and a neon green logo, and an 18.75 sq. ft. temporary sign with a black background with white letters and a neon green logo. Tuten made a motion to approve the signs as submitted: Second: Holcombe; Carried: All in favor.

**Wild Heart Brewing Company – 317 Railroad Ave – outdoor stage discussion**

Zach Riner was present to participate in the discussion regarding an application to erect an outdoor stage that would utilize a metal shipping container. The container would have a concrete pad in front of it. The container would be used as a backdrop with an overhang covering the concrete pad. The item was on the agenda for discussion only. The City of Hartsville Exterior Commercial Building Design does not allow the metal exterior as desired. The board thought the use of a shipping container was a unique request. They discussed several options including: building a stage with a similar look and an approvable material, removing the “wings” from the side, and covering the remaining metal with an approved material, revising the exterior commercial building design ordinance for accessory structures, waiting for an ordinance that regulates the use of metal shipping containers (of course, this option will take several months and there are no guarantees). Mr. Riner would discuss the options with his partners and resubmit an application with an exact rendering of the stage with an exact rendering that includes the construction materials and an actual site plan. No action was taken.

**Adjournment**

Tuten made a motion to adjourn to adjourn at 5:34p.m.: Seconded: Holcombe; Carried: All in favor. The next meeting is scheduled for Wednesday, July 17, 2024, at 5:15p.m. in Council Chambers at City Hall.

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Chairman Bobby Goodson

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Date

DRAFT



## Minutes

Main Street Hartville Advisory Board Meeting  
Monday, June 10, 2024 – 5:30 PM  
City Council Chambers, 100 E. Carolina Avenue

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON Thursday, June 6<sup>th</sup>, 2024, AND DULY POSTED AT HARTSVILLE CITY HALL, 100 E. CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY COUNCIL CHAMBERS IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-917-0602.

**Members present:** Kat Davis, Lauren Griggs, and Brandi Wheeler

**Members absent:** Brad Carr and Jill Snyder

**Staff present:** Matt Winburn and Michelle Byers Brown

**Members of the public:**

### 1. CALL TO ORDER AND WELCOME

Board Chair, Kat Davis, called the meeting to order at 5:45p.m. and welcomed all in attendance.

### 2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Griggs made a motion to approve the minutes from the previous meeting, with a second from Wheeler. Motion approved by all.

### 3. MAIN STREET MANAGER UPDATE

Winburn reported the following updates:

- a. Main Street Hartsville is exploring offering a 2<sup>nd</sup> Farmers Market during the months of June-August to allow our farmers and growers a place to sell their products before they spoil. He reported that this would only work if he had volunteer support from the board.
- b. Winburn reported that he will be attending the MSSC Retreat in Florence on Wednesday-Friday of this week, and that Main Street Hartsville will be hosting the MSSC Quarter 4 Training on November 13<sup>th</sup>.
- c. The Spring Art and Wine Stroll was a success with 13 businesses and artists participating and over 86 attendees. The total profit made was \$2600.
- d. MSH partnered with Coker student, Tripp Brown, to create and design a new logo for the Hartsville Cultural District, which MSH is looking to display via downtown banners
- e. Coker has been a great asset at the Hartsville Farmers Market and MSH is looking to hire a Coker student as an intern over the summer or early fall.
- f. MSH has partnered with MSSC to be a part of WeShopSC, an online platform for business to advertise. More training will be available soon.
- g. Winburn is looking to revamp the gift certificate program and make it an electronic-based option



**4. NEW BUSINESS**

- a. Four new subcommittees were formed based around the transformation strategies of the MSH work plan. Board members were asked to represent each subcommittee. These new subcommittees and their representatives are as follows:
  - i. Hartsville Cultural District- Carr
  - ii. Town and Gown Relationship- Davis
  - iii. Small Business Development- Griggs
  - iv. HYPE Team- Wheeler

Snyder was not present, but will be given the opportunity to choose a subcommittee to be a part of if she chooses.

**5. OLD BUSINESS**

**a. Review of Calendar of Events for 2024**

Winburn updated the board on a shift of events for the remainder of the year and encouraged the board to refer back to the calendar when looking for volunteer opportunities.

**6. MOTION TO ADJOURN AT 6:21**

Motion: Griggs; Second: Wheeler; Carried: All Ayes

\_\_\_\_\_  
Kat Davis, Main Street Hartsville Advisory Board Chair

Attest \_\_\_\_\_

Matt Winburn, Main Street Hartsville Manager

DRAFT



**Minutes**  
**City of Hartsville South Carolina**  
**Parks Committee Meeting**  
**Wednesday June 12, 2024 – 5:00pm**  
**The Coach TB Thomas Sport Center**

**Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Wednesday June 12<sup>th</sup>, 2024, and duly posted at 701 W. Washington Street and on hartsvillesc.gov.**

Members Present: Nique Knockemus, Ken Hughes, Austin Grafing  
Staff Present: Kendrick Robinson

The meeting was called to order at 5:02 pm by Chair, Nique Knockemus.

Approval of minutes

Knockemus made motion to approve April 10, 2024, minutes as presented, second by Grafing. Passed with all ayes.

Casey Copeland (Skate Park Presentation)

Copeland and the SK8 of Hartsville group presented to the committee because it is important to have a skate park in Hartsville. Copeland stated that they are dedicated to bringing a safe public admission free family-oriented skate park that's also inclusive. They started a petition on April 11<sup>th</sup> have 1,097 signatures and still securing signatures daily. Copeland announced they will be having a community skating event on June 21<sup>st</sup> at Byerly Park. Copeland mentioned there is no place around Hartsville for skaters, it will give the kids with different abilities and background something to do.

Antonio De Ridder (Community Garden Update)

De Ridder updated the committee that there is a group of individuals in the community that would like to start a community garden. They want to use the land located by 14<sup>th</sup> street & Sparrow. Behind the apartment buildings. De Ridder stated that they would like it to be for children of all ages and adults. The garden will have educational programs for kids and activities for seniors as well.

Director updates

Robinson updated the committee that Hartsville Parks and Rec hosted the DYB baseball tournament for Minor League and the Ozone League. The tournaments were from June – June 18<sup>th</sup> with 28 teams' total. Robinson also announced The Parks and Rec department is now partnering with Special Olympics and will be starting a Tennis program on July 11<sup>th</sup>.

Next Meeting.

Wednesday August 14<sup>th</sup> 2024.

Huges made a motion to adjourn meeting, Knockemus second. Meeting adjourned at 6:20 pm

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Nique Knockemus, Chair

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Date



**MINUTES  
CITY OF HARTSVILLE  
PLANNING COMMISSION MEETING  
MONDAY, JUNE 24, 2024 - 5:30PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE**

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDDAY, JUNE 21, 2024, AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE, CALL 843-383-3018.

**Members present:** Chairman Mallory Hankins, Vice-Chairman Warren Felkel, David Carlton, Jennifer Dunleavy, Curtis Lee, Courtney O’Neal, and Patrick Rogers. **Staff:** Michelle Byers-Brown, Brenda Kelley, Matt Winburn, and Intern Alden Rondeau. **Press:** Absent. **Guests:** None.

**Call to Order/Welcome**

Chairman Hankins called the meeting to order at 5:31p.m.

**Approval of Minutes**

Dunleavy made a motion to approve the February 26, 2024, minutes as submitted; Second: Lee. Carried: All in favor.

**Old Business**

**Electronic Message Board Signs**

The planning commission received a request from a church and a restaurant to consider amending the sign ordinance. The current ordinance allows Electronic Message Board signs for government agencies, public schools, and campuses with over ten acres in size.

Staff provided a PowerPoint presentation that displayed a couple of the electronic message board signs in the city. The presentation also included the type signs that both the church and the restaurant requested.

At a previous meeting, there was a question if churches were considered commercial. The planning commission was not in favor of allowing electronic message board signs for commercial businesses at present. The planning commission received information from staff that the 2023 South Carolina Code of Laws, Title 57- Highways, Bridges, and Ferries, Chapter 25 – Outdoor Advertising, Article 3- Highway Advertising Control Act listed several uses and activities that are not considered commercial activities. Churches were included in the list.

Dunleavy made a motion to not include churches and keep the definition as is. Staff shall work with the church to offer alternative solutions. Second: Lee; Carried: Dunleavy, Hankins, Lee, O’Neal, and Rogers voted in favor. Calton and Felkel opposed.

Staff provided a recommended revision to the Sign Overlay Zone. The Planning Commission expressed concerns about clarity and redundancy. The Planning Commission asked staff to provide the original wording with the revision prior to the next Planning Commission meeting.

Each commissioner would make his/her mark ups and email to staff prior to the next meeting. Staff would compile all the markups and provide a newly revised copy to the Planning Commission.

**Internally Lighted Signs in the R-2 Zoning District**

The Planning Commission received a request from a business owner in an R-2 zoning district to consider amending the sign ordinance to allow an internally lighted sign.

Staff provided a PowerPoint presentation of various internally lighted signs and non-internally lighted signs in various zoning districts throughout the city.

Dunleavy made a motion to make no changes to the ordinance to allow internally lighted signs in residential zoning districts; Second: Lee. Carried: All in favor.

The ordinance did not make provisions or spell out all permitted uses in the residential zoning districts. To correct this omission, Hankins made a motion to amend the ordinance to read as follows, “All other non-residential uses permitted in a residential zoning district may erect one freestanding sign not exceeding 15 square feet in area or a maximum height of six (6) feet. Such signs shall use only external illumination.” Second: Dunleavy; Carried: All in favor.

**Definition of Short-Term Rental Units**

At the June Council work session, Council asked the Planning Commission to recommend a definition of a short-term rental unit. Rogers made a motion to define a short-term rental unit as a dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days. Second: Felkel; Carried: All in favor.

**Adjournment**

Hill made a motion to adjourn at 7:42p.m. Second: Hankins. The next meeting is scheduled for Monday, July 29, 2024, at 5:30p.m. in Council Chambers at City Hall.

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Chairman Mallory Hankins

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Date



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: June 2024 Reports Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

City Departmental Reports for June 2024.

**ATTACHMENTS:**

Description

- ▢ Airport - May 2024
- ▢ Animal Control
- ▢ Business License Revenue
- ▢ Code Enforcement Activity
- ▢ Code Enforcement Activity - Issues Map
- ▢ Development Report - Permit Activity Report
- ▢ Development Report - Permit Activity by Type
- ▢ Development Report - Permit Map
- ▢ Development Report - Planning & Zoning
- ▢ Environmental Services
- ▢ Financial
- ▢ Fire Incidents
- ▢ Fire Recovery
- ▢ Grants
- ▢ Hospitality Revenue
- ▢ HR
- ▢ Main Street Hartsville
- ▢ Museum
- ▢ Parks & Recreation
- ▢ Police Statistics
- ▢ Tourism & Events

## Hartsville Regional Airport (HVS) Status Report

Date:	Period of Report:		
Number of Counts Total:			
Piston Powered Aircraft:			
Jet/Turbine Powered Aircraft:			
Gallons of 100LL dispensed			
Gallons of Jet-A dispensed			
Ramp Fee (12,500 Lbs):		Overnight Fee:	
Tie Down Fee:		Hangar Fee:	
Flight Instructors at HVS:			
Aircraft Available for Flight Instruction at HVS:			
Number of Students in Flight Training:			
Airport Repairs/Maintenance/Upgrades:			



## Animal Control

START DATE	EVENT TYPE	ADDRESS	NOTES
2024-06-24 07:00:00	Animal Control	435 LOGAN AVE	We answered a call about loose dogs on Logan Ave. Chief Burr and I captured a friendly leashless dog at 435 Logan Ave. Intake number is 1444. I took it to the Humane Society about 3:00 pm. It was predominately tan with some white on it. Two other dogs , one reported to have bitten a young man are still at large. We were unable to capture them.

# Monthly Departmental Report: Business License



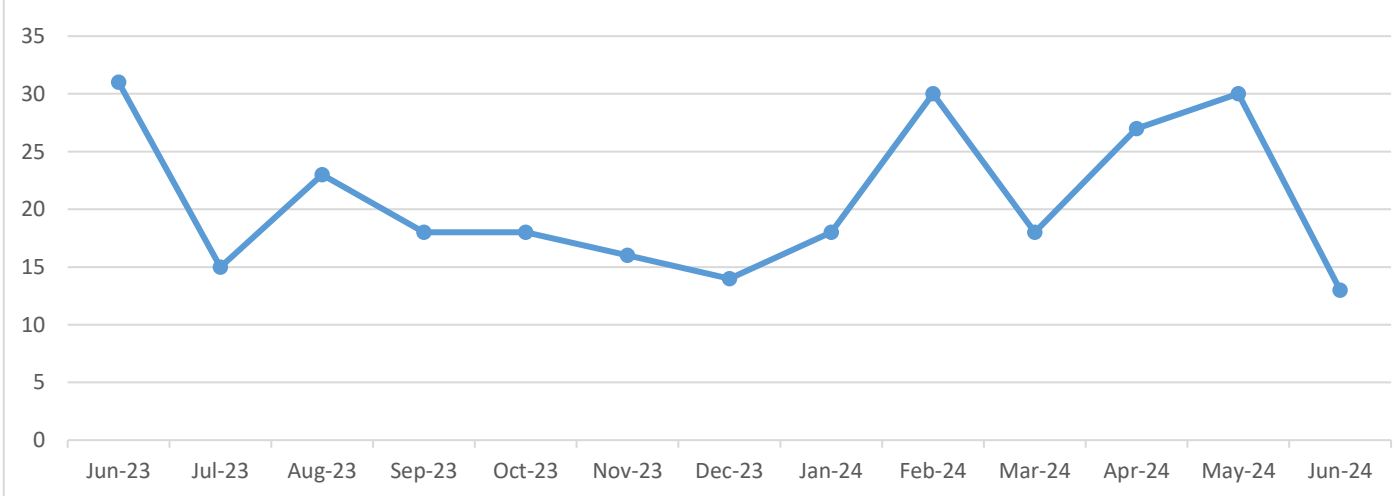
## Monthly Revenue Report

Month of: June 2024

New Business Licenses:	13
Business License Renewals (2024 - 2025):	59
Amount Collected:	\$23,682.69
Total Business Licenses for 2023 - 2024:	1,490
Total Business Licenses for 2024 - 2025:	1,557

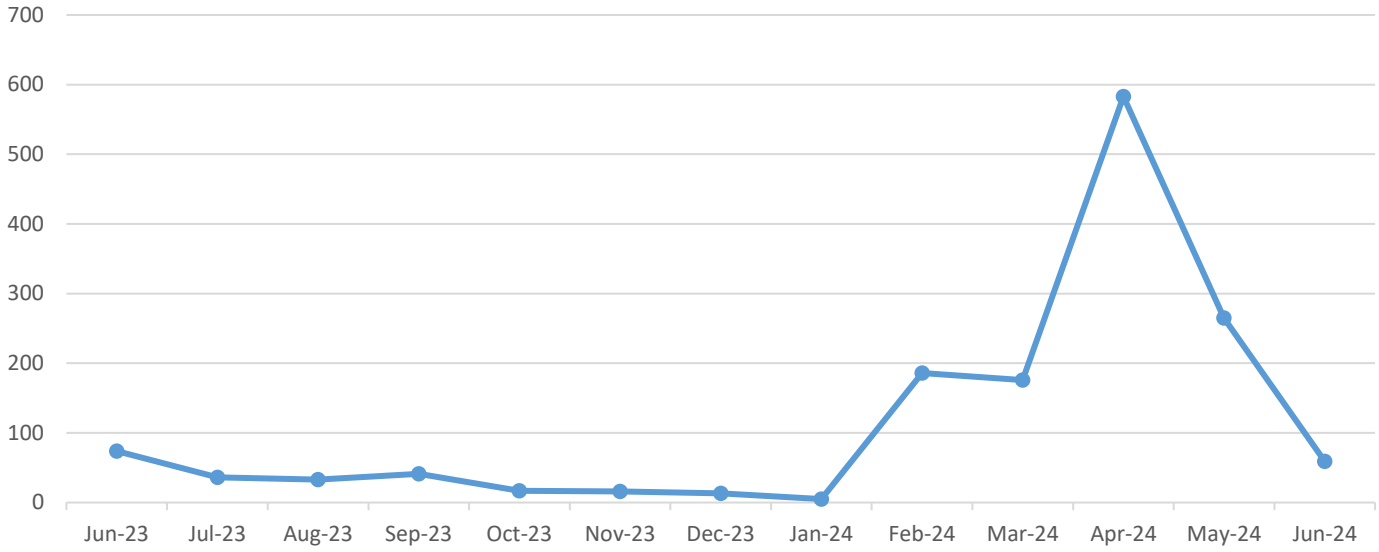
	New Business Licenses	Renewals	Total Payments
Jun-23	31	74	\$42,118.10
Jul-23	15	36	\$113,168.15
Aug-23	23	33	\$28,784.52
Sep-23	18	41	\$14,802.92
Oct-23	18	17	\$6,688.09
Nov-23	16	16	\$8,229.48
Dec-23	14	13	\$6,946.59
Jan-24	18	5	\$3,434.20
Feb-24	30	186	\$96,012.94
Mar-24	18	176	\$221,423.66
Apr-24	27	583	\$558,298.85
May-24	30	265	\$192,017.96
Jun-24	13	59	\$23,628.69
<b>TOTAL</b>	<b>271</b>	<b>1504</b>	<b>\$1,315,554.15</b>

New Business Licenses

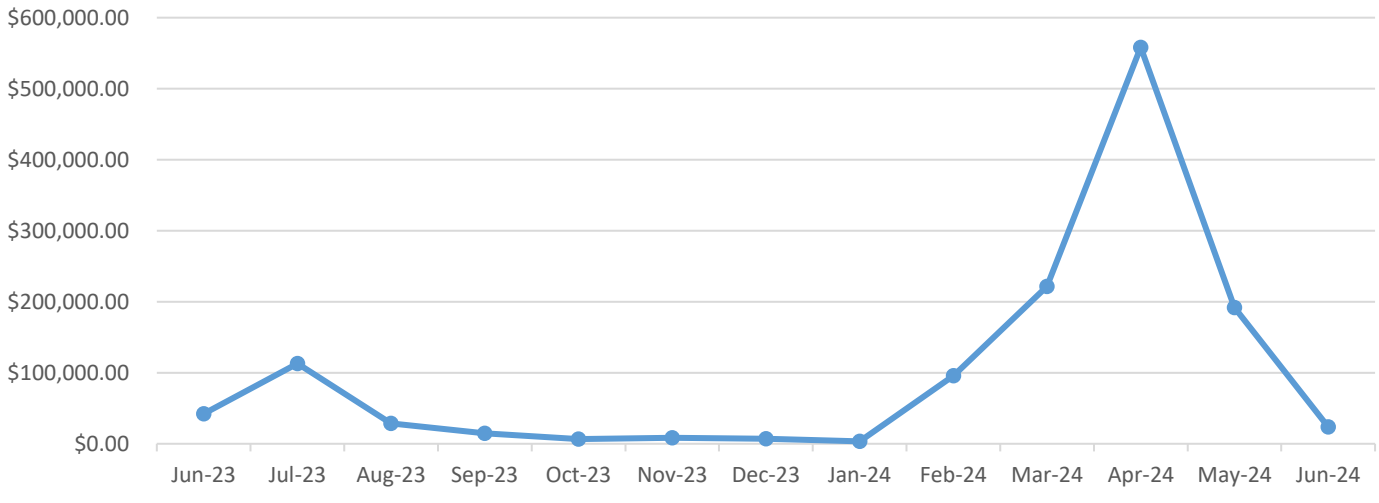




### Business License Renewals



### Business License Payments



## CODE ENFORCEMENT ACTIVITY

Date	TYPE ACTIVITY	SUBJECT PROPERTY	TAX MAP #	DISPOSITION/COMMENTS	Letter/ Report sent? Date	Follow up target date/Resolved	Disposition: Open or Closed
4/12/2024	IPMC	Corner of Myrtle and Campbell, Hartsville, SC 29550	057-02-01-055	Formal Notice sent to cut down overgrowth	4/12/2024	6/10/2024	CLOSED
1/10/2024	IPMC	434 Brewer Ave, Hartsville, SC 29550	056-13-03-032	Formal Notice Sent - Rubbish in yard	1/10/2024	6/17/2024	CLOSED
4/17/2024	IPMC	704 Hudson St, Hartsville, SC 29550	056-14-05-028	Formal Notice-Overgrown Lot	4/17/2024		CLOSED
4/17/2024	IPMC	723 Hudson St, Hartsville, SC 29550	056-14-05-016	Formal Notice-Overgrown Lot	4/17/2024		CLOSED
4/19/2024	IPMC	1000 & 1002 Robinson St, Hartsville, SC 29550	057-02-01-030	Formal Notice - Overgrown Lot/close up the back of the house that is opened up	4/19/2024		OPEN
4/19/2024	IPMC	433 Brewer Ave, Hartsville, SC 29550	056-13-03-051	Formal Notice-Overgrown Lot	4/19/2024		OPEN
4/24/2024	IPMC	701 W. Washington St., Hartsville, SC 29550	057-09-01-001	Informal Notice-various pot holes on premises need to be repaired	4/24/2024		OPEN
4/25/2024	IPMC	315 Marlboro Ave, Hartsville, SC 29550	056-10-04-009	Formal Notice- Repair damaged roof in the rear of building, correct missing window pane issues, and address other exterior property IPMC issues	4/25/2024		OPEN
4/29/2024	IPMC	129 W. Washington St, Hartsville, SC 29550	057-02-02-032	Formal Notice-Overgrown Lot	4/29/2024		CLOSED
4/29/2024	IPMC	912 Hampton St, Hartsville, SC 29550	057-02-02-059	Formal Notice-Overgrown Lot	4/29/2024		OPEN
4/29/2024	IPMC	222 Marion Ave, Hartsville, SC 29550	056-14-03-054	Formal Notice-Overgrown Lot	4/29/2024		CLOSED
5/1/2024	IPMC	407 Evans St, Hartsville, SC 29550	056-11-04-007	Formal Notice-Overgrown Lot	5/1/2024	6/14/2024	CLOSED
5/8/2024	IPMC	Lewellen Avenue, Hartsville, SC 29550	057-01-02-009	Formal Notice-Cut overgrowth. Spoke with on 6-10-2024 and he informed me that he will get this lot cut this weekend.	5/8/2024	6/23/2024	CLOSED

## CODE ENFORCEMENT ACTIVITY

5/8/2024	IPMC	603 Howard St, Hartsville, SC 29550	056-14-03-042	Formal Notice-Cut overgrowth	5/8/2024		CLOSED
5/10/2024	IPMC	546 Poole Street, Hartsville, SC 29550	056-14-04-031	Formal Notice-Cut overgrowth	5/10/2024	6/14/2024	CLOSED
5/10/2024	IPMC	204 Jasper Ave, Hartsville, SC 29550	056-14-03-093	Formal Notice-Cut overgrowth	5/10/2024	6/14/2024	CLOSED
5/10/2024	IPMC	Marion Ave, Hartsville, SC 29550	056-14-07-056	Formal Notice-Cut overgrowth	5/10/2024	5/30/2024	CLOSED
5/17/2024	IPMC	322 Tillotson Ave, Hartsville, SC 29550	056-14-07-024	Formal-Cut Overgrowth	5/17/2024	6/14/2024	CLOSED
5/17/2024	IPMC	317 Tillotson Ave, Hartsville, SC 29550	056-14-07-044	Formal-Cut Overgrowth	5/17/2024		OPEN
5/23/2024	Derelict Vehicle	405 Marlboro Ave, Hartsville, SC 29550		Derelict Vehicle Needs to Be Abated	5/23/2024	6/20/2024	CLOSED
5/24/2024	IPMC	1108 Robinson St, Hartsville, SC 29550	057-06-03-057	Formal-Remove Rubbish, toilet, furniture items from the back yard and secure the back door	5/24/2024	6/10/2024	CLOSED
5/24/2024	IPMC	1104 Robinson St, Hartsville, SC 29550	057-06-03-056	Formal - Cut down overgrowth	5/24/2024	6/10/2024	CLOSED
5/24/2024	IPMC	Robinson St, Hartsville, SC 29550	057-06-03-053	Formal - Cut down overgrowth	5/24/2024	6/3/2024	CLOSED
5/24/2024	IPMC	324 Bell Ave, Hartsville, SC 29550	056-10-04-080	Formal - Cut down overgrowth	5/24/2024	6/7/2024	CLOSED
5/24/2024	IPMC	Corner of Rice & Jasper Ave, Hartsville, SC 29532	056-14-03-062	Formal - Cut down overgrowth	5/24/2024		OPEN
5/29/2024	IPMC	502 Marlboro Ave, Hartsville, SC 29550	056-09-03-012	Formal - Cut down overgrowth	5/29/2024		OPEN
5/29/2024	IPMC	611 S. Eighth St, Hartsville, SC 29550	056-14-07-032	Formal - Cut down overgrowth	5/29/2024		OPEN
5/29/2024	IPMC	1115 Robinson St, Hartsville, SC 29550	057-06-03-094	Formal - Cut down overgrowth	5/29/2024		OPEN
5/29/2024	Permit	1311 Robinson St, Hartsville SC 29550		I placed a Stop Work Order on this property for failure to pull permit	5/29/2024	6/3/2024	CLOSED

## CODE ENFORCEMENT ACTIVITY

5/31/2024	IPMC	1006 S. Sixth Street, Hartsville, SC 29550	057-02-02-076	Formal - Cut down overgrowth	5/31/2024	6/7/2024	CLOSED
5/31/2024	IPMC	322 Laurel Oak, Hartsville, SC 29550	056-02-02-058	Formal - Cut down overgrowth. I got an email from today 6/10/2024 indicating that she will get it put on a lawn maintenance schedule	5/31/2024	6/23/2024	CLOSED
5/31/2024	IPMC	330 Tillotson Ave, Hartsville, SC 29550	056-14-07-028	Formal - Cut down overgrowth	5/31/2024	6/17/2024	CLOSED
6/3/2024	IPMC	510 Rice Street, Hartsville, SC 29550	056-14-03-081	Formal-Vegetation is out of compliance. I spoke with on the phone on Monday and he will have someone to cut the lot down soon. 4/15/2024	4/1/2024		OPEN
6/3/2024	IPMC	510 Rice Street, Hartsville, SC 29550	056-14-03-081	Formal-Demolish property/burnt structure	6/3/2024		OPEN
6/3/2024	IPMC	816 W. Carolina Ave, Hartsville, SC 29550	035-16-01-048	Formal-Overgrown Lot	6/3/2024		OPEN
6/3/2024	IPMC	District 5,6		Routine Patrol			
6/4/2024	IPMC	District 4		Routine Patrol			
6/4/2024	IPMC	Home Ave. & First Street, Hartsville, SC 29550	056-03-01-062	Formal-Overgrown Lot	6/4/2024		OPEN
6/4/2024	IPMC	559 W. Carolina, Hartsville, SC 29550	056-09-03-004	Formal-Overgrown Lot	6/4/2024		OPEN
6/4/2024	IPMC	510 Rice St, Hartsville, SC 29550	056-14-03-081	Formal-Overgrown Lot	6/4/2024		OPEN
6/5/2024	IPMC	906 Sparrow Ave, Hartsville, SC 29550	036-04-01-080	Formal-Overgrown Lot	6/4/2024		OPEN
6/5/2024	License	Yaupon, Hartsville, SC 29550		Needs to get a business license			
6/5/2024	IPMC	District 5,6,4		Routine Patrol			
6/6/2024	IPMC	District 1,2,3,4		Routine Patrol			

## CODE ENFORCEMENT ACTIVITY

6/7/2024	IPMC	Westfield, Hartsville, SC 29550		Formal Notice- Homeless encampment that needs to be completely removed with all rubbish and trash. I spoke with in reference to this property. We are working together to get this nuisance abated. 6/18/2024	6/7/2024		CLOSED
6/10/2024	IPMC	District 1,2,5		Routine Patrol			
6/10/2024	IPMC	122 W. Washington St, Hartsville, SC 29550	057-03-01-003	Formal-Cut Overgrowth	6/10/2024		OPEN
6/10/2024	IPMC	300Tillotson Ave, Hartsville, SC 29550	056-14-07-070	Formal-Cut Overgrowth	6/10/2024		OPEN
6/12/2024	IPMC	318 Marlboro Ave, Hartsville, SC 29550	056-10-01-061	Formal-Repair or demolish, cut overgrowth and remove rubbish from property	6/12/2024		OPEN
6/12/2024	IPMC	310 Marion Ave, Hartsville, SC 29550		Formal-Repair or demolish, cut overgrowth and remove rubbish from property	6/12/2024		OPEN
6/12/2024	IPMC	908 Tuskegee, Hartsville, SC 29550	057-02-02-036	Formal-Repair or demolish, cut overgrowth and remove rubbish from property	6/12/2024		OPEN
6/12/2024	IPMC	District 3,6,2		Routine Patrol			
6/17/2024	IPMC	305 Campbell St, Hartsville, SC 29550	057-02-01-147	Formal-Cut Overgrowth	6/17/2024		OPEN
6/17/2024	IPMC	District 1,3		Routine Patrol			
6/18/2024	IPMC	District 2,5		Routine Patrol			
6/20/2024	IPMC	Fourth Street, Hartsville, SC 29550	056-11-01-040, 056-15-01-008	Formal-Cut Overgrowth	6/18/2024		OPEN
6/20/2024	IPMC	117 W. Laurens Ave, Hartsville, SC 29550	056-10-02-075	Formal-Cut Overgrowth	6/18/2024		OPEN
6/20/2024	IPMC	127 W. Laurens Ave, Hartsville, SC 29550	056-10-02-051	Formal-Cut Overgrowth	6/18/2024		OPEN
6/20/2024	IPMC	District 2,3		Routine Patrol			
6/21/2024	IPMC	District 5,6		Routine Patrol			
6/21/2024	IPMC	437 Marlboro Ave, Hartsville, SC 29550	056-09-03-033	Formal-Cut Overgrowth	6/21/2024		OPEN

## CODE ENFORCEMENT ACTIVITY

6/21/2024	IPMC	Oakdale Community, Hartsville, SC 29550	056-11-04-037	Formal-Cut Overgrowth	6/21/2024		OPEN
6/21/2024	IPMC	412 Sumter Ave, Hartsville, SC 29550	056-13-03-017	Formal-Cut Overgrowth	6/21/2024		OPEN
6/21/2024	IPMC	332 Marion Ave, Hartsville, SC 29550	056-14-07-036	Formal-Cut Overgrowth	6/21/2024		OPEN
6/24/2024	IPMC	District 1,3		Routine Patrol			
6/25/2024	IPMC	507 Marlboro Ave, Hartsville, SC 29550	056-09-03-064	Formal-Cut Overgrowth	6/25/2024		OPEN
6/25/2024	IPMC	506 Marlboro Ave, Hartsville, SC 29550	056-09-03-065	Formal-Cut Overgrowth	6/25/2024		OPEN
6/25/2024	IPMC	District 4,5		Routine Patrol			
6/25/2024	Derelict Vehicle	524 Lewellen Ave, Hartsville, SC 29550		I spoke with the owner of the property about a complaint about a nuisance vehicle on property. He said he would get insurance on the vehicle			
6/26/2024	IPMC	District 1,2,3		Routine Patrol			
6/27/2024	IPMC	District 4,6		Routine Patrol			
6/28/2024	IPMC	District 1,2,3,5		Routine Patrol			

# June 2024 Codes Activity Map

June 2024 Code Enforcement Activity1.xlsx



Cut Overgrowth



Overgrown Lot



Repair or demolish, cut overgrowth and remove rubbish from property



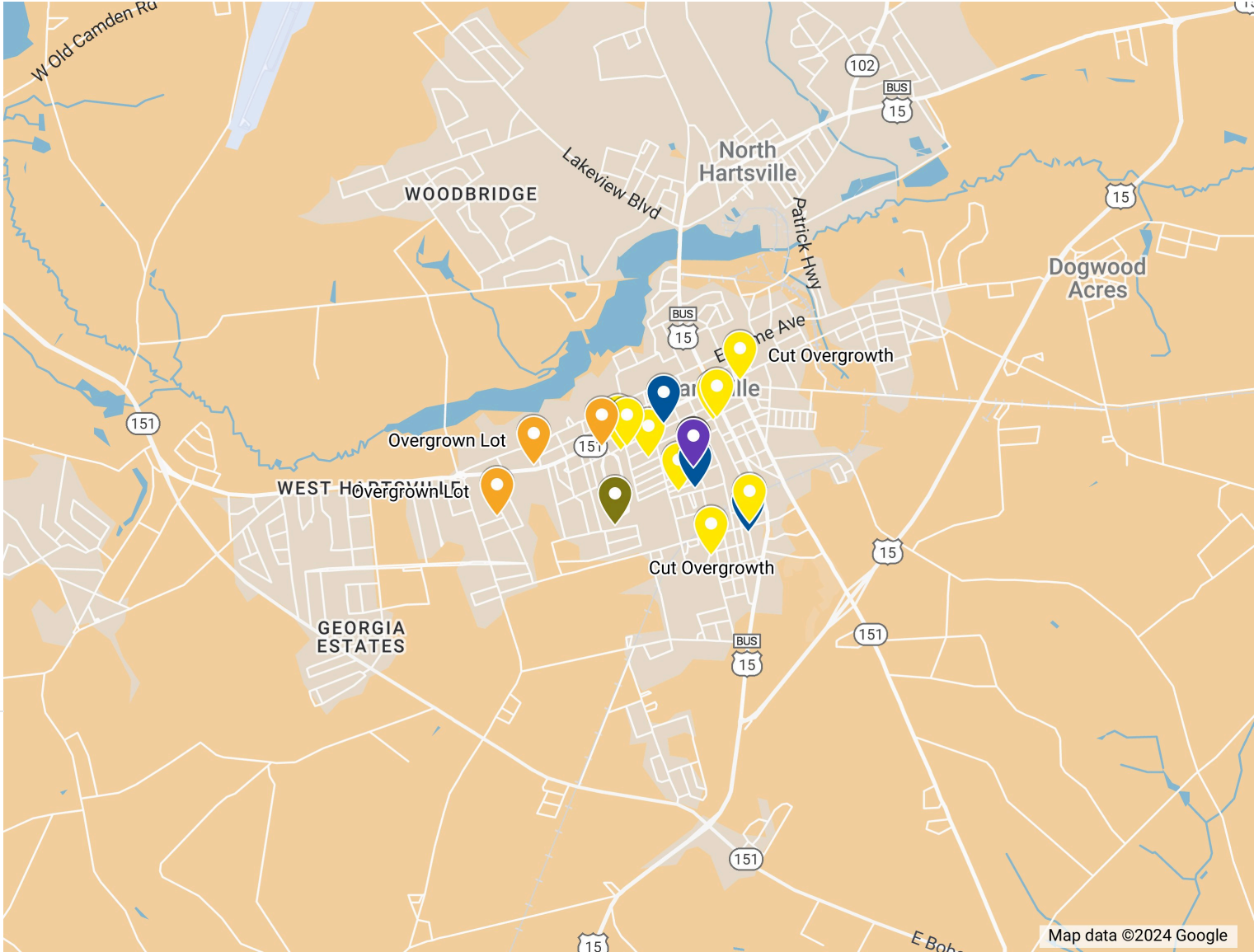
Vegetation



Demolish property/burnt structure

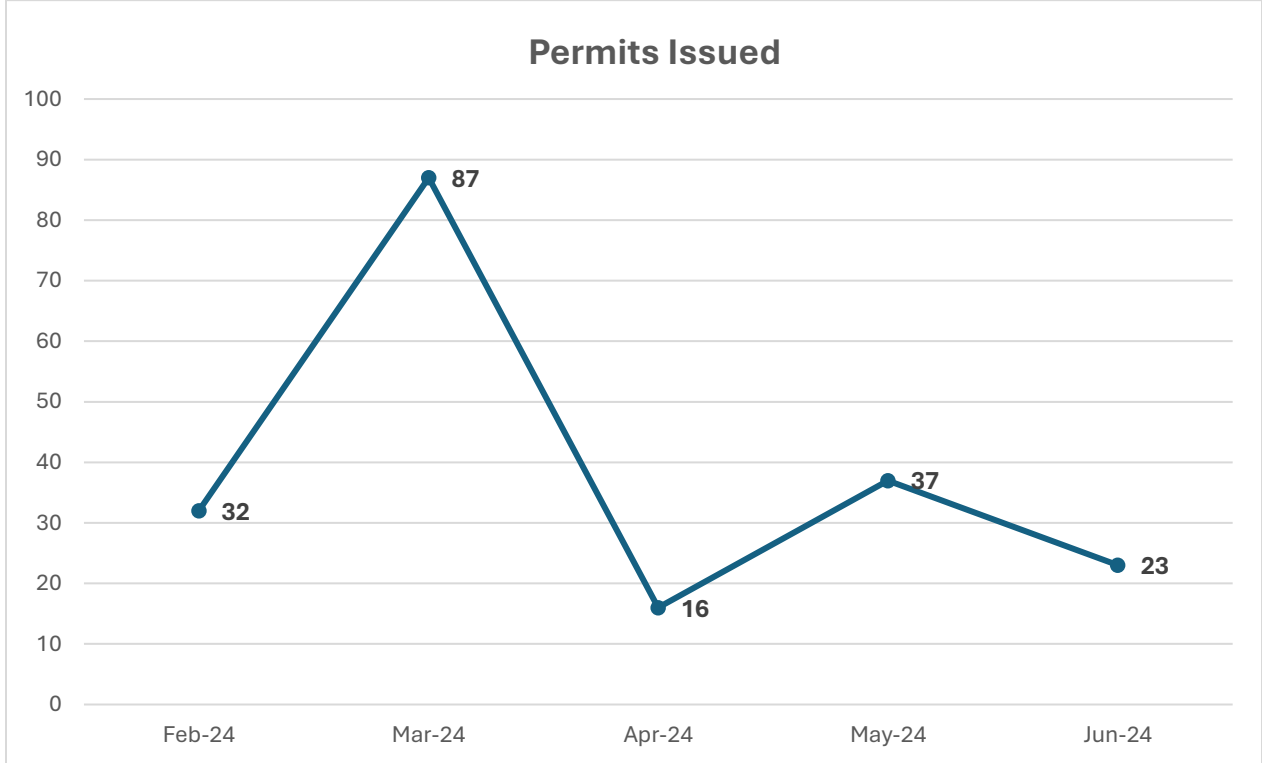
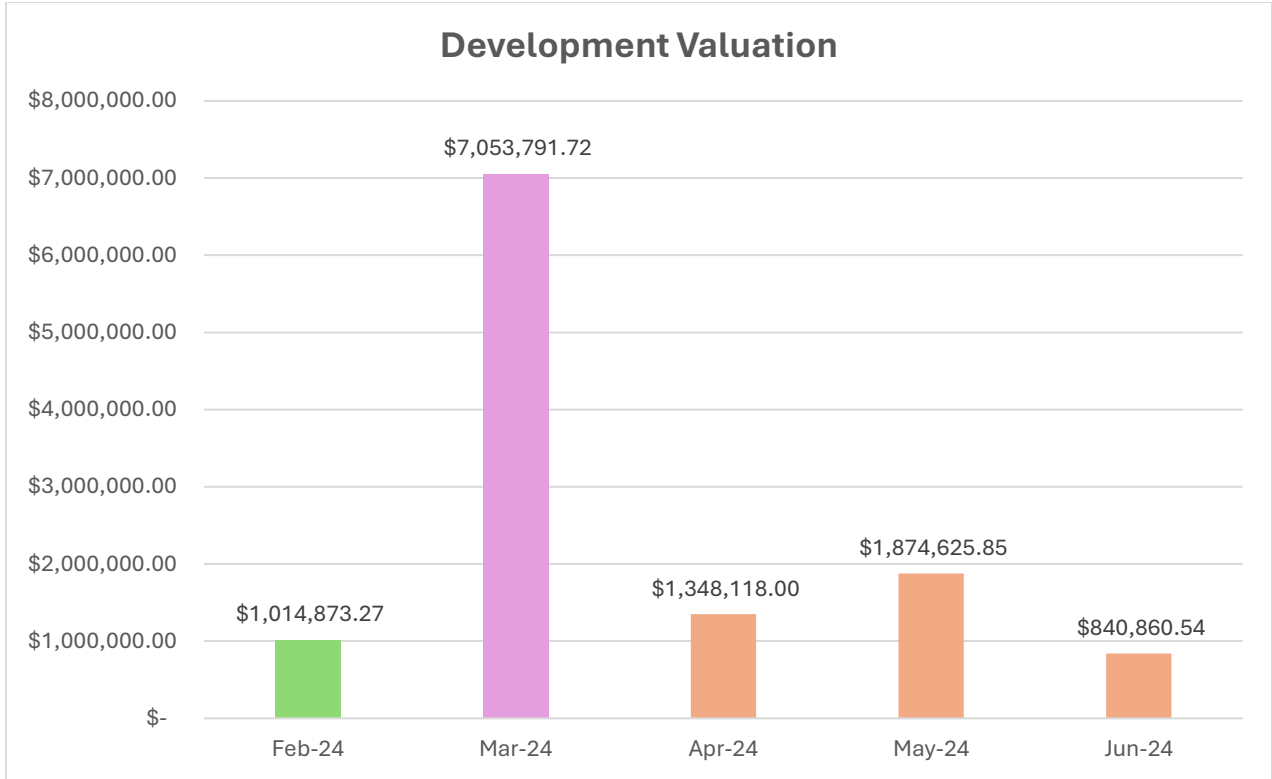


Nuisance Vehicle





# June 2024 Permits Issued





## Issued Permits by Permit Type

Hartsville

05/01/2024 - 05/31/2024

<b>Commercial Alteration</b>	Permits Issued	Valuation	Fees Paid
Commercial Remodel	2	\$39,200.00	\$375.00
Subtotals:	2	\$39,200.00	\$375.00

<b>Commercial One Stop</b>	Permits Issued	Valuation	Fees Paid
Commercial Electrical Permit	2	\$3,200.00	\$110.00
Commercial Mechanical Permit	1	\$31,000.00	\$283.00
Commercial Reroof	1	\$20,000.00	\$110.00

## Issued Permits by Permit Type

Hartsville

05/01/2024 - 05/31/2024

Subtotals:	4	\$54,200.00	\$503.00
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<b>One Stop</b>	Permits Issued	Valuation	Fees Paid
Demolition	1	\$5,000.00	\$70.00
Electrical Permit	7	\$153,200.00	\$1,795.00
HVAC	3	\$19,700.00	\$273.00
Plumbing Permit	1	\$3,400.00	\$75.00
Reroof	6	\$133,268.98	\$773.00
Window Replacement	1	\$3,433.32	\$30.00
Subtotals:	19	\$318,002.30	\$3,016.00

## Issued Permits by Permit Type

Hartsville

05/01/2024 - 05/31/2024

<b>Residential Alteration</b>	Permits Issued	Valuation	Fees Paid
Detached Garage	2	\$18,277.12	\$195.00
Residential Addition	2	\$222,637.88	\$1,388.00
Residential Remodel	4	\$790,295.00	\$3,874.00
SolarPVSystem - Residential	1	\$46,298.55	\$367.50
Subtotals:	9	\$1,077,508.55	\$5,824.50

# Issued Permits by Permit Type

## Hartsville

05/01/2024 - 05/31/2024

<b>Residential Miscellaneous</b>	Permits Issued	Valuation	Fees Paid
Accessory Building - Residential	1	\$10,000.00	\$85.00
Subtotals:	1	\$10,000.00	\$85.00

# Issued Permits by Permit Type












## Hartsville

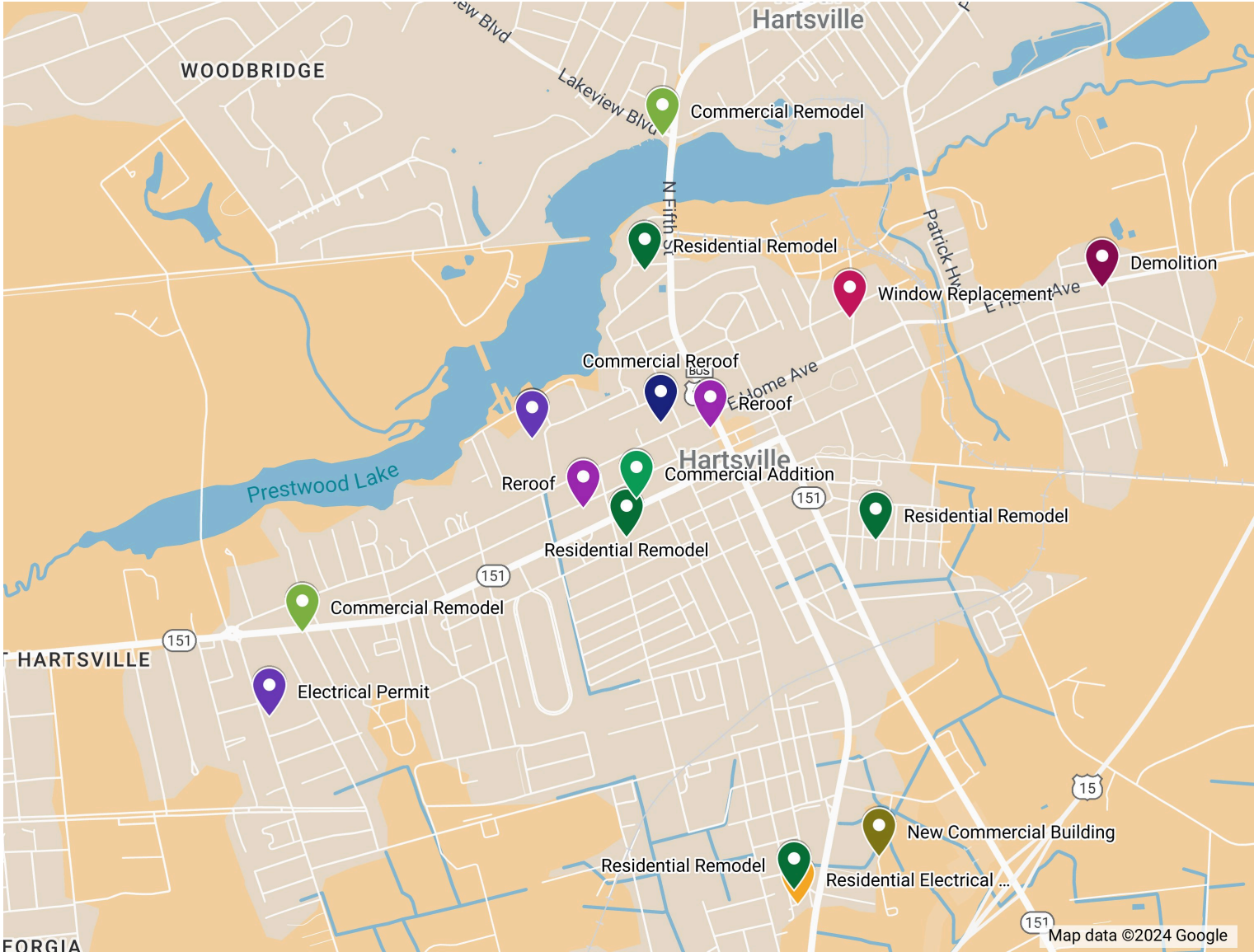
05/01/2024 - 05/31/2024

<b>Residential New</b>	Permits Issued	Valuation	Fees Paid
New Single Family Residence	2	\$375,715.00	\$2,932.00
Subtotals:	2	\$375,715.00	\$2,932.00
Totals:	37	\$1,874,625.85	\$12,735.50

# June 2024 Issued Permit Map

June 2024

-  Residential Remodel
-  Reroof
-  Commercial Remodel
-  Electrical Permit
-  New Commercial Building
-  Commercial Addition
-  Demolition
-  Residential Electrical Permit
-  Window Replacement
-  Mechanical Permit
-  Commercial Reroof





**JUNE 2024**  
**PLANNING & ZONING**  
**DEVELOPMENT REPORT**

**ARCHITECTURAL REVIEW BOARD**

**JUNE**

- Innovate Real Estate – 125A N. Fifth St – wall mounted, window & temporary sign
- Wild Heart Brewing Co. – 317 Railroad Ave - outdoor stage discussion

**MAY**

- Excel Gymnastics & Tumble Academy – 133 E. College Ave. – awning, mural, paint
- Journey Soap Bar – wall mounted sign
- Main Street Updated

**PLANNING COMMISSION**

**JUNE**

- Electronic Message Board Signs
- Internally Lighted Signs in the R-2 Zoning District
- Definition of Short-Term Rental Units

**MAY**

- Meeting Cancelled (No Submissions)

**Online Resources**

<https://www.hartsvillesc.gov/business-navigator/planning-and-zoning/>



## Planning Commission Staff Report

**TO:** Hartsville City Council  
**FROM:** Brenda Kelley, Planning Commission Secretary & Staff Liaison  
**DATE:** July 9, 2024  
**RE:** Electronic Reader Board Signs

### **Notice of the Public Meeting**

Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Friday, June 21, 2024, and duly posted at City Hall.

### **Summary**

The Planning Commission received a request from a church and a commercial business asking them to consider changing the ordinance to allow electronic reader board signs. Both felt that this type of sign would allow them a better platform to communicate with the Hartsville community. Both type of uses was in a B-2 zoning district.

### **Background**

In 2012, City Council adopted Ordinance 4068 to amend the City Code to create a “Sign Overlay Zone” for large lot developments within the city. The ordinance included lots that were more than 10 acres in size. The only exceptions were government agencies and schools. The purpose was to allow electronic reader board signs within campus type environments that would help visitors find their way, make information accessible, enhance the visitor’s experience, reduce driver and pedestrian frustration, and improve traffic flow. Specific design guidelines were put in place for government agencies and public schools.

The Planning Commission tabled the original request to get additional information from staff about electronic reader board signs. The Planning Commission also wanted to meet with City Council at a work session before voting on approving or disapproving additional electronic message board signs other than those allowed by the Sign Overlay Zone.

The board was not in favor of allowing electronic message board signs for commercial businesses at this time. There was some concern about whether churches were also considered commercial.

### **Findings**

During the research, staff found that the 2023 South Carolina Code of Laws, Title 57 – Highways, Bridges, and Ferries, Chapter 25 – Outdoor Advertising, Article 3 – Highway Advertising Control Act does not consider churches as a commercial activity.



The majority of the B-2 zoning districts within the City are a mixture of residential and commercial uses. The Planning Commission discussed the impacts that this type of sign could have on the residential uses within the B-2 zoning district. The Planning Commission determined that there was not enough of a demand or request for electronic message boards signs to justify amending the current ordinance to allow them.

**Recommendations**

Planning Commission made a recommendation to not allow churches and to not make any changes to the Sign Overlay Zone.

**Attachments**

- Sign Overlay Zone

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## Sec. 13. Sign Overlay Zone.

(1) Definitions.

Sign Overlay Zone - As an overlay zone, by a decision of city council, the Sign Overlay designation can be placed upon any property while the underlying zoning district and other development standards remain the same.

Electronic Message Board Sign — a sign that is capable of displaying words, symbols, figures or images that can be electronically changed by remote or automatic means.

Minimum lot size. Every lot in the Sign Overlay Zone shall be a minimum of ten acres in size. The only exceptions are government agencies, churches, and schools.

(2) Exceptions to the Sign Overlay Zone requirements. Government agencies, churches, and public schools shall be permitted one electronic message board sign. The sign shall be used only for information pertaining to the government agency, church, or school and its activities or information for the public.

(3) Design guidelines for government agencies and public schools.

(a) Signs shall be ground mounted, monument style signs that are no more than 42 square feet in area with a maximum height of six feet. The electronic message board area shall not exceed 40 percent of the total sign area. It shall have letters of a single color and shall change messages no more than once every six (6) seconds. The use of animation, flashing, scrolling, or blinking characters is prohibited. Each sign shall be equipped with automatic day/night dimming software, to reduce the illumination intensity of the sign from one hour after sunset to one hour prior to sunrise. The monument style sign shall be at least 30 percent brick or stone or a material of similar appearance. The signs shall be located a minimum of ten feet from the street right-of-way. The use of berms or raised landscape areas is only permitted to raise the base of the sign to the mean elevation of the fronting street. A sign drawing, plot location and landscaping are required with the application.

(b) Electronic message board monument style signs shall be allowed within other campus type environments having a minimum of ten acres of property within its campus.

(4) Design guidelines for signs within the Sign Overlay Zone.

(a) Each campus shall be allowed one (1) sign not to exceed 80 square feet in area and a maximum of eight feet in height. The reader board portion of the sign shall not exceed 25 percent of the total sign area, shall have letters of a single color, shall change messages not more than once every six (6) seconds, and contain information relative to the institution or public (such as weather warnings, school or government sponsored events) and shall not be used to deliver commercial messages. The use of animation, flashing, scrolling, or blinking characters is prohibited. Each sign shall be equipped with automatic day/night dimming software, to reduce the illumination intensity of the sign from one hour after sunset to one hour prior to sunrise. Signs shall contain a minimum of 25 percent brick or stone, or similar materials. Signs shall be a minimum of ten feet from

the street right-of-way. The use of landscape berms is permitted to raise the base of the sign to the mean elevation of the fronting street. Internal lighting of the non-electronic message board portion of the sign is allowed. Such interior lit signs shall be required to have an opaque background so that light only shines through the lettering and logo.

- (b) Two additional electronic message board signs shall be allowed per campus. Additional electronic message board signs shall not exceed 40 square feet in area and a maximum of five feet in height. The electronic message board area of these secondary signs shall not exceed 40 percent of the total sign area and all other specifications shall be as noted above. A rendering of the sign, plot location and landscaping shall accompany the application for each sign.

( Ord. No. 4068, 1-10-2012 ) (Supp. No. 25)



## Planning Commission Staff Report

**TO:** Hartsville City Council  
**FROM:** Brenda Kelley, Planning Commission Secretary & Staff Liaison  
**DATE:** July 9, 2024  
**RE:** Internally Lighted Sign In an R-2 Residential Zoning District

### **Notice of the Public Meeting**

Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Friday, June 21, 2024, and duly posted at City Hall.

### **Summary**

The Planning Commission received a request from a funeral home asking them to consider changing the ordinance to allow internally lighted signs in a residential zoning district.

### **Background**

The funeral home is the only new commercial use in a residential zoning district in years with the exception of home occupations that are allowed by ordinance. Except for the school and the adjacent church, no other signs in the residential zoning district are internally illuminated. The school has an exemption in the Sign Overlay Zone. The church is grandfathered.

The Planning Commission tabled the original request to receive additional information from staff. The Planning Commission also wanted to meet with City Council at a work session before voting on approving or disapproving internally lighted signs in residential zoning districts.

City Council met with the Planning Commission during its June work session.

### **Findings**

Allowing an internally lighted sign by ordinance for the funeral home would require amending the ordinance to allow internally lighted signs for all permitted commercial uses in the residential zoning district.

### **Recommendation**

Planning Commission made a recommendation to make no changes to the ordinance to allow internally lighted signs in residential zoning districts. However, they made a recommendation to amend the ordinance to correct an omission. The ordinance did not make provisions for signage for all permitted uses in the residential zoning district.

### **Attachments**

- Ordinance
- Sec. 5 – Residential and agricultural zoning districts; permitted signs amendment



## Planning Commission Staff Report

**TO:** Hartsville City Council  
**FROM:** Brenda Kelley, Planning Commission Secretary & Staff Liaison  
**DATE:** July 9, 2024  
**RE:** Definition – Short Term Rental Unit

### **Notice of the Public Meeting**

Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Friday, June 21, 2024, and duly posted at City Hall.

### **Summary**

During the June City Council Work Session, Council asked the Planning Commission to provide a definition for a Short-Term Rental Unit.

### **Definition**

The Planning Commission defined a Short-Term Rental Unit as follows:

“ A dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days.”

**Monthly Departmental Report: Environmental Services**



**June**

**2024**

## Departmental Report: Environmental Services

### Yard Debris 2024

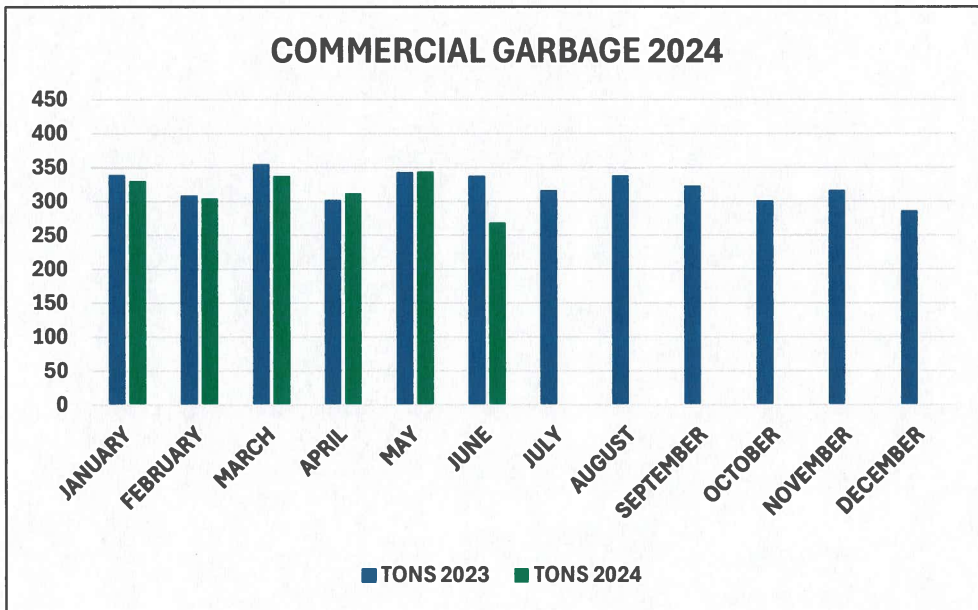
MONTH	2023 TONS	2023 TRIPS	2024 TONS	2024 TRIPS	TONNAGE GAIN/LOSS	TRIPS GAIN/LOSS
January	193.72	34	150.28	29	-43.44	-5
February	102.67	16	145.97	31	43.3	15
March	198	36	134.56	30	-63.44	-6
April	134.05	26	156.48	25	22.43	-1
May	154.37	23	168.54	23	14.17	0
June	144.52	22	115.66	24	-28.86	2
July	158.25	25				
August	143.91	25				
September	114.56	19				
October	114.94	23				
November	172.05	31				
December	157.3	24				
<b>TOTALS</b>	<b>1788.34</b>	<b>304</b>	<b>871.49</b>	<b>162</b>	<b>-55.84</b>	<b>5</b>



**Departmental Report: Environmental Services**

**COMMERCIAL GARBAGE 2024**

<u>MONTH</u>	<u>TONS 2023</u>	<u>TONS 2024</u>	<u>GAIN/LOSS</u>
JANUARY	338.98	329.91	-9.07
FEBRUARY	308.54	304.31	-4.23
MARCH	355	337.75	-17.25
APRIL	302.06	312.07	10.01
MAY	343.31	344.04	0.73
JUNE	337.67	268.47	-69.2
JULY	316.36		
AUGUST	338.14		
SEPTEMBER	322.93		
OCTOBER	301.24		
NOVEMBER	316.2		
DECEMBER	285.89		
TOTALS	3866.32	1896.55	-89.01

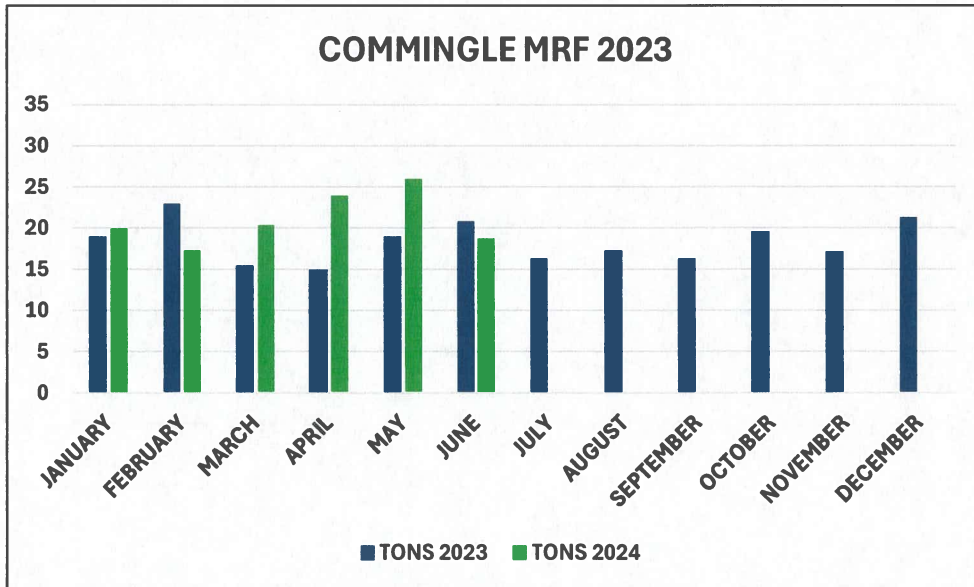




**Departmental Report: Environmental Services**

**COMMINGLE MRF 2024**

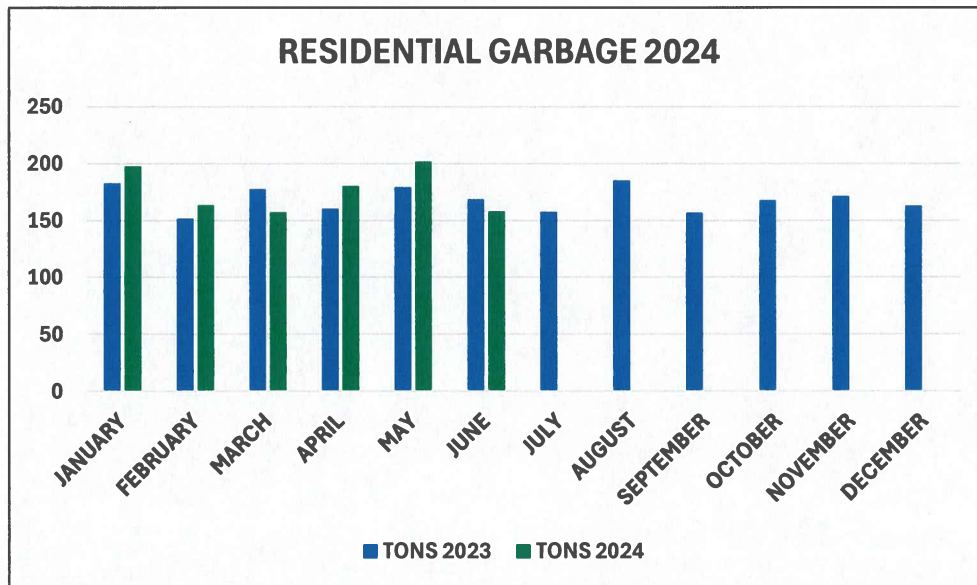
<u>MONTH</u>	<u>TONS 2023</u>	<u>TONS 2024</u>	<u>GAIN/LOSS</u>
JANUARY	19.01	19.91	0.9
FEBRUARY	22.97	17.23	-5.74
MARCH	15.37	20.34	4.97
APRIL	14.9	23.91	9.01
MAY	18.97	25.96	6.99
JUNE	20.79	18.74	-2.05
JULY	16.26		
AUGUST	17.21		
SEPTEMBER	16.28		
OCTOBER	19.48		
NOVEMBER	17.18		
DECEMBER	21.29		
<b>TOTALS</b>	<b>219.71</b>	<b>126.09</b>	<b>14.08</b>



**Departmental Report: Environmental Services**

**RESIDENTIAL GARBAGE 2024**

<u>MONTH</u>	<u>TONS 2023</u>	<u>TONS 2024</u>	<u>GAIN/LOSS</u>
JANUARY	182.75	197.61	14.86
FEBRUARY	151.51	163.35	11.84
MARCH	177.38	157.23	-20.15
APRIL	160.31	180.2	19.89
MAY	179.03	201.55	22.52
JUNE	168.46	157.7	-10.76
JULY	157.51		
AUGUST	185.09		
SEPTEMBER	156.59		
OCTOBER	167.65		
NOVEMBER	171.14		
DECEMBER	162.89		
<b>TOTALS</b>	<b>2020.31</b>	<b>1057.64</b>	<b>38.2</b>





# Monthly Financial Reports & Update

For the Month Ended June 30, 2024

0% Budget Remaining

Council Meeting 7/9/24

**City of Hartsville**  
**General Fund Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Property Taxes	50,366.70	3,272,928.84	3,097,700.00	-5.66%
Payments in Lieu	-	6,439.35	265,000.00	97.57%
Franchise Fees	82,289.55	834,100.13	820,000.00	-1.72%
Penalties & Interest - Taxes	2,142.70	66,395.30	21,000.00	-216.17%
Business Licenses	856,032.27	2,417,325.26	2,420,950.00	0.15%
Permits	13,514.00	163,526.50	99,500.00	-64.35%
Tax Revenues - State	(235,909.67)	1,870,051.90	2,240,212.00	16.52%
Public Safety Fees	77,164.85	1,100,981.81	981,500.00	-12.17%
Parks & Recreation Fees	1,297.00	31,411.00	24,000.00	-30.88%
Fines	3,034.22	48,524.89	47,000.00	-3.24%
Special Assessments	2,800.00	103,005.00	155,000.00	33.55%
Investment Earnings	-	136,115.17	80,000.00	0.00%
Rents	92.58	36,250.00	33,250.00	-9.02%
Contributions & Donations	(12,500.00)	52,000.00	72,000.00	27.78%
Other Financing Sources	881.00	20,319.12	27,350.00	25.71%
Interfund Transfers	2,318,083.00	3,609,421.00	3,610,421.00	0.03%
Sale of Assets	-	15,888.99	5,000.00	-217.78%
Extraordinary Items	-	-	208,000.00	100.00%
	<b>3,159,288.20</b>	<b>13,784,684.26</b>	<b>14,207,883.00</b>	<b>2.98%</b>
<b>Expenditures</b>				
General & Administrative	177,866.79	1,517,619.92	1,547,030.30	1.90%
Mayor & Council	33,777.30	331,447.54	332,271.90	0.25%
Court Operations	15,174.15	182,815.48	181,522.00	-0.71%
City Manager	37,161.53	398,210.32	409,357.24	2.72%
Information Technology	39,188.49	445,897.93	411,000.00	-8.49%
Finance	47,558.23	668,665.09	662,231.00	-0.97%
Legal	5,930.50	32,665.32	40,000.00	18.34%
Human Resources	26,807.06	361,766.69	367,910.00	1.67%
Mainstreet	7,953.15	93,696.28	102,353.00	8.46%
Planning and Zoning	8,890.81	132,808.30	143,539.00	7.48%
Police Department	293,558.54	4,498,982.99	4,667,334.47	3.61%
Fire Department	163,420.47	2,054,690.33	2,665,904.99	22.93%
Victims Advocate	6,285.47	82,195.82	93,396.50	11.99%
Marketing/Tourism	31,105.94	266,122.38	266,329.00	0.08%
Operations Maintenance	10,096.20	150,314.01	143,783.00	-4.54%
Parks & Recreation	62,963.74	768,834.39	803,885.00	4.36%
Streets & Grounds	76,692.90	990,765.02	1,004,408.60	1.36%
Museum Operations	7,972.61	118,495.74	121,783.00	2.70%
Cemetery Operations	13,289.90	146,981.15	130,680.00	-12.47%
Airport Operations	9,637.26	104,643.56	113,164.00	7.53%
School Crossing Guards	79.27	31,344.80	-	0.00%
	<b>1,075,410.31</b>	<b>13,378,963.06</b>	<b>14,207,883.00</b>	<b>5.83%</b>
<b>Net Revenue (Expenditures)</b>	<b>2,083,877.89</b>	<b>405,721.20</b>	<b>-</b>	

Note: Investments in the SC Local Government Investment Pool (LGIP) generated a total interest income of **\$30,542.64** for the month of June 2024, allocated between the General Fund (01), the Utilities Fund (02), the Community Development Fund (06), and the Fireman's Insurance Fund (09).

**City of Hartsville  
Utility Funds**

**Water/Sewer Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Charges for Services	239,967.44	2,795,890.27	2,883,000.00	3.02%
Fees	339,334.10	2,887,530.85	2,812,175.00	-2.68%
Investment Earnings	-	135,742.72	140,000.00	0.00%
Rents	-	121,358.37	128,023.00	5.21%
Waterpark Services	411,409.15	1,610,123.19	1,825,500.00	11.80%
Other Financing Sources	-	3,739.60	-	100.00%
Interfund Transfers	588,986.00	639,235.00	1,239,235.00	0.00%
Accumulated Surplus	-	-	435,591.00	0.00%
	<u>1,579,696.69</u>	<u>8,193,620.00</u>	<u>9,463,524.00</u>	<u>13.42%</u>
<b>Expenditures</b>				
Water Expenditures	1,054,063.85	3,197,838.24	2,756,469.86	-16.01%
Sewer Expenditures	1,161,800.37	2,992,457.87	3,044,363.48	1.70%
Waterpark Expenditures	1,201,287.92	3,268,784.48	3,434,770.00	4.83%
	<u>3,417,152.14</u>	<u>9,459,080.59</u>	<u>9,235,603.34</u>	<u>-2.42%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(1,837,455.45)</b></u>	<u><b>(1,265,460.59)</b></u>	<u><b>227,920.66</b></u>	

**Stormwater Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Stormwater Fees and Interfund transfers	-	40.00	119,889.00	0.00%
	-	40.00	119,889.00	0.00%
<b>Expenditures</b>				
Total Expenditures	16,884.79	115,321.91	119,889.00	3.81%
	<u>16,884.79</u>	<u>115,321.91</u>	<u>119,889.00</u>	<u>3.81%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(16,884.79)</b></u>	<u><b>(115,281.91)</b></u>	<u><b>-</b></u>	

**City of Hartsville  
Misc Funds**

**Environmental Services Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Fees	132,039.21	1,569,275.71	1,641,600.00	4.41%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	-	-	-	0.00%
Interfund Transfers in	-	320,000.00	320,000.00	0.00%
Extraordinary Items	-	-	-	0.00%
	<u>132,039.21</u>	<u>1,889,275.71</u>	<u>1,961,600.00</u>	<u>3.69%</u>
<b>Expenditures</b>				
Total Expenditures	147,660.60	1,685,307.79	1,929,607.64	12.66%
	<u>147,660.60</u>	<u>1,685,307.79</u>	<u>1,929,607.64</u>	<u>12.66%</u>
<b>Net Revenue (Expenditures)</b>	<b><u>(15,621.39)</u></b>	<b><u>203,967.92</u></b>	<b><u>31,992.36</u></b>	

**Infrastructure Park Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Payments in Lieu of Taxes	-	817,498.58	655,000.00	-24.81%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	500.00	5,500.00	6,000.00	8.33%
Extraordinary Items	-	-	-	0.00%
	<u>500.00</u>	<u>822,998.58</u>	<u>661,000.00</u>	<u>-24.51%</u>
<b>Expenditures</b>				
Total Expenditures	4,921.93	486,745.17	510,417.00	4.64%
	<u>4,921.93</u>	<u>486,745.17</u>	<u>510,417.00</u>	<u>4.64%</u>
<b>Net Revenue (Expenditures)</b>	<b><u>(4,421.93)</u></b>	<b><u>336,253.41</u></b>	<b><u>150,583.00</u></b>	

**Debt Service Fund**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Property Tax Revenues	1,557.00	221,259.00	160,000.00	-38.29%
Interfund Transfers In	-	-	75,000.00	100.00%
Accumulated Surplus	-	-	30,119.00	100.00%
	<u>1,557.00</u>	<u>221,259.00</u>	<u>265,119.00</u>	<u>1.62</u>
<b>Expenditures</b>				
Total Expenditures	259,081.38	263,328.38	265,119.00	0.68%
	<u>259,081.38</u>	<u>263,328.38</u>	<u>265,119.00</u>	<u>0.68%</u>
<b>Net Revenue (Expenditures)</b>	<b><u>(257,524.38)</u></b>	<b><u>(42,069.38)</u></b>	<b><u>-</u></b>	

**City of Hartsville  
Special Revenue Funds**

**Hospitality Taxes Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Taxes	109,736.53	1,297,598.21	1,285,200.00	-0.96%
Penalties & Interest - Taxes	-	30.00	2,500.00	98.80%
Investment Earnings	-	-	-	0.00%
Interfund Transfers	92,500.00	92,500.00	92,500.00	0.00%
	<u>202,236.53</u>	<u>1,390,128.21</u>	<u>1,380,200.00</u>	<u>-0.72%</u>
<b>Expenditures</b>				
Total Expenditures	1,119,196.95	1,273,231.29	1,380,200.00	7.75%
	<u>1,119,196.95</u>	<u>1,273,231.29</u>	<u>1,380,200.00</u>	<u>7.75%</u>
				0%
<b>Net Revenue (Expenditures)</b>	<u><b>(916,960.42)</b></u>	<u><b>116,896.92</b></u>	<u><b>-</b></u>	

**Accommodations Taxes Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Taxes	19,552.65	196,887.41	218,500.00	9.89%
Investment Earnings	-	-	-	0.00%
	<u>19,552.65</u>	<u>196,887.41</u>	<u>218,500.00</u>	<u>9.89%</u>
<b>Expenditures</b>				
Total Expenditures	184,000.00	189,023.37	190,000.00	0.51%
	<u>184,000.00</u>	<u>189,023.37</u>	<u>190,000.00</u>	<u>0.51%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(164,447.35)</b></u>	<u><b>7,864.04</b></u>	<u><b>28,500.00</b></u>	

**City of Hartsville  
Recreation Enterprise Funds**

**Recreation Concessions Budget to Actual**

	<i>Jun-24</i>	<i>YTD</i>	<i>Budgeted</i>	<i>0% Budget Remaining</i>
<b>Revenues</b>				
Concessions Revenue	30,257.30	107,540.69	73,500.00	-46.31%
	30,257.30	107,540.69	73,500.00	-46.31%
<b>Expenditures</b>				
Total Expenditures	18,341.37	91,276.16	73,500.00	-24.19%
	18,341.37	91,276.16	73,500.00	-24.19%
<b>Net Revenue (Expenditures)</b>	<b>11,915.93</b>	<b>16,264.53</b>	-	





## Incident Types by Response Zones & Breakdown – June 2024

### INCIDENT TYPES

#### RESPONSE ZONE: CITY LIMITS

#### TOTAL NUMBER OF CALLS

111 - Building fire	3
113 - Cooking fire, confined to container	1
130 - Mobile Property (vehicle) fire	1
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	1
154 - Dumpster or other outside trash receptacle fire	1
300 - Rescue, EMS incident, other	1
311 - Medical assist, assist EMS crew	11
311B - Lift Assist	1
311C - Cardiac Arrest	1
311F - Overdose	1
311I - Fall	1
311J - Gunshot / Stabbing	1
311K - Unconscious	5
322 - Motor vehicle accident with injuries	2
324 - Motor vehicle accident with no injuries.	1
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	4
440 - Electrical wiring / equipment problem, other	1
444A - Fiber Optic / Other Line Down	1
500 - Service Call, other	1
511 - Lock-out	1
542 - Animal rescue	1
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	1
611 - Dispatched & canceled en route	2
611A - Cancelled by EMS	3
611C - Cancelled by the Alarm Company	2
611D - Cancelled by LEO	6
736 - CO detector activation due to malfunction	1
743A - Fron ooking	1
744 Detector activation, no fire - uniintentional	1
745 - Alarm system activation, no fire - unintentional	2
<b>TOTAL</b>	<b>63</b>

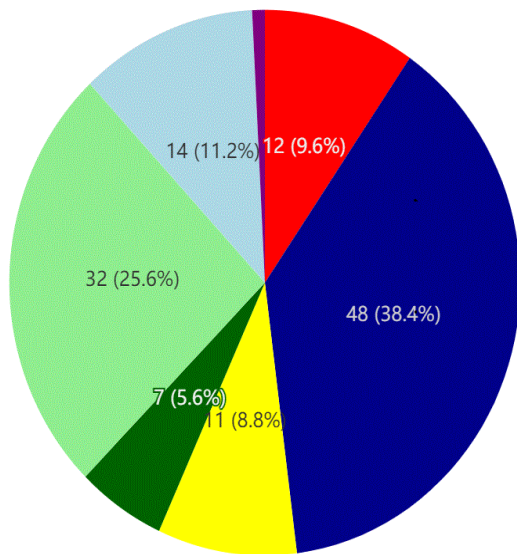
**RESPONSE ZONE: DARLINGTON COUNTY**

111 - Building fire	2
131 - Passenger vehicle fire	1
141 - Forest, woods or wildland fire	1
311 - Medical assist, assist EMS crew	10
311B - Lift assist	2
311C - Cardiac Arrest	2
311K - Unconscious	2
322 - Motor vehicle accident with injuries	7
412 - Gas leak (natural gas or LPG)	1
440 - Electrical wiring / equipment problem, other	1
443 - Breakdown of light ballast	1
460 - Accident, potential accident, other	1
511 - Lock-out	1
551 - Assist police or other governmental agency	1
600 - Good intent call, other	1
611 - Dispatched & canceled en route	3
611A - Cancelled by EMS	6
611C - Cancelled by the Alarm Company	1
611D - Cancelled by LEO	1
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	3
651 - Smoke scare, odor of smoke	2
700 - False alarm or false call, other	1
735 - Alarm system sounded due to malfunction	2
743 - Smoke detector activation, no fire, unintentional	1
745 - Alarm system activation, no fire - unintentional	5
814 - Lightning strike (no fire)	1
<b>TOTAL</b>	<b>61</b>

**OUT OF COVERAGE AREA**

611 - Dispatched & cancelled en route	1
<b>TOTAL CALLS FOR MAY 2024</b>	<b>125</b>

**Total (125)**



- 1 - Fire
- 3 - Rescue & Emergency Medical Service Incident
- 4 - Hazardous Condition (No Fire)
- 5 - Service Call
- 6 - Good Intent Call
- 7 - False Alarm & False Call
- 8 - Severe Weather & Natural Disaster



# Fire Recovery for July 2023 - June 2024

	Run Date	Run Number	NFIRS	Paid Date	Insurance	Invoiced	Received	FD%
Payment Received	10/17/2022	22-1111	322	07/03/2023	Geico	\$ 692.12	\$ 470.00	\$ 376.00
Payment Received	05/02/2023	23-521	735	07/10/2023	Thad Saleeby Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	05/24/2023	23-614	111	07/13/2023	State Farm	\$ 1,120.00	\$ 500.00	\$ 400.00
Payment Received	06/06/2023	23-659	745	07/13/2023	Morrell Properties LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	05/31/2023	23-643	745	07/21/2023	Coker University	\$ 300.00	\$ 288.00	\$ 230.40
Payment Received	04/25/2023	23-497	743	07/21/2023	Coker University	\$ 200.00	\$ 192.00	\$ 153.60
Payment Received	06/19/2023	23-721	324	07/22/2023	State Farm	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	05/08/2023	23-537	745	08/01/2023	Harbor Freight	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	07/01/2023	23-785	743	08/21/2023	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/03/2023	23-648	745	08/21/2023	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	07/12/2023	23-824	735	08/26/2023	Lowes Home Center	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	06/26/2023	23-766	735	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/09/2023	23-679	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00

Payment Received	06/20/2023	23-734	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/08/2023	23-675	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/22/2023	23-742	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/25/2023	23-765	735	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/09/2023	23-677	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/09/2023	23-684	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/09/2023	23-680	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/20/2023	23-736	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00

Payment Received	06/26/2023	23-767	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/22/2023	23-741	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/15/2023	23-706	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/21/2023	23-739	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/02/2023	23-647	733	08/30/2023	Carolina Pines Regional Medical Center	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	08/15/2023	23-955	322	09/09/2023	CBCS	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	12/27/2022	22-1464	744	09/15/2023	IAS Properties LLC	\$ 300.00	\$ 227.67	\$ 182.14
Payment Received	06/18/2023	23-717	735	09/24/2023	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/11/2023	23-689	735	09/24/2023	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	07/20/2023	23-851	735	09/29/2023	Coker University	\$ 300.00	\$ 288.00	\$ 230.40
Payment Received	08/30/2023	23-1006A	322	09/29/2023	State Farm	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	09/06/2023	23-1030	324	10/03/2023	Nationwide	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	09/01/2023	23-1012	131	10/05/2023	Nationwide	\$ 677.00	\$ 677.00	\$ 541.60
Payment Received	05/08/2023	23-538	324	10/05/2023	State Farm	\$ 554.00	\$ 250.00	\$ 200.00

Payment Received	11/18/2021	21-1048B	322	10/09/2023	State Farm	\$ 237.00	\$ 237.00	\$ 189.60
Payment Received	08/30/2023	23-1003	324	10/19/2023	State Farm	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	07/06/2023	23-806	743	11/01/2023	Patriot Living LLC	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	04/08/2023	23-436	735	11/01/2023	Patriot Living LLC	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	10/05/2023	23- 1127	322	11/05/2023	State Farm	\$ 554.00	\$ 250.00	\$ 200.00
Payment Received	09/18/2023	23- 1076	744	11/06/2023	Coker University	\$ 300.00	\$ 288.00	\$ 230.40
Payment Received	09/13/2023	23- 1062	745	11/06/2023	Coker University	\$ 300.00	\$ 288.00	\$ 230.40
Payment Received	09/13/2023	23- 1061	745	11/06/2023	Coker University	\$ 200.00	\$ 192.00	\$ 153.60
Payment Received	10/12/2023	23- 1157	745	11/07/2023	Caresouth	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	10/24/2023	23- 1202	322	11/08/2023	Geico	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	11/02/2023	23- 1229	322	11/14/2023	Geico	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	10/12/2023	23- 1156	745	11/15/2023	Morrell Properties LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	08/15/2023	23-956	352	11/29/2023	Geico	\$ 1,948.00	\$ 1,948.00	\$ 1,558.40
Payment Received	09/14/2023	23- 1064	131	11/29/2023	Geico	\$ 677.00	\$ 677.00	\$ 541.60
Payment Received	10/22/2023	23- 1196	745	11/29/2023	SC Governor's School for Science & Mathematics	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	10/20/2023	23- 1180	322	12/04/2023	Geico	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	07/26/2023	23-880	745	12/04/2023	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	07/12/2023	23-821	743	12/04/2023	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	11/08/2022	22- 1212	322	12/12/2023	Auto Owners	\$ 487.00	\$ 487.00	\$ 389.60

Payment Received	10/13/2023	23- 1160	324	12/21/2023	State Farm	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	10/06/2023	23- 1134	743	12/23/2023	Coker University	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	06/19/2023	23-720	322	12/28/2023	State Farm	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	11/21/2023	23- 1297	745	12/28/2023	Morrell Properties LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	10/18/2023	23- 1175	324	12/29/2023	State Farm	\$ 554.00	\$ 250.00	\$ 200.00
Payment Received	11/11/2023	23-1261	322	12/30/2023	State Farm	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	11/03/2023	23-1236	111	01/02/2024	State Farm	\$ 2,800.00	\$ 500.00	\$ 400.00
Payment Received	12/09/2023	23-1345	324	01/02/2024	State Farm	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	08/14/2023	23-953	743	01/03/2024	The Retreat at Carolina Bay	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	09/07/2023	23-1038	744	01/03/2024	The Retreat at Carolina Bay	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	08/12/2023	23-948	735	01/03/2024	The Retreat at Carolina Bay	\$ 200.00	\$ 150.00	\$ 120.00
Payment Received	06/07/2023	23-663	324	01/15/2024	Progressive	\$ 487.00	\$ 467.54	\$ 374.03
Payment Received	12/08/2023	23-1342	322	01/23/2024	State Farm	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	02/28/2023	23-291	324	01/24/2024	USAA	\$ 237.00	\$ 227.52	\$ 182.02
Payment Received	12/08/2023	23-1340	714	01/25/2024	Morrell Properties LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	08/04/2023	23-911	743	02/06/2024	Patriot Living LLC	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	01/07/2024	24- 0030	324	02/07/2024	State Farm	\$ 598.67	\$ 250.00	\$ 200.00
Payment Received	12/09/2023	23-1345	324	02/07/2024	State Farm	\$ 237.00	\$ 227.52	\$ 182.02
Payment Received	11/17/2021	21-1044	322	02/08/2024	AARP	\$ 554.00	\$ 554.00	\$ 443.20



Payment Received	12/09/2023	23- 1347	735	02/19/2024	MPT of Hartsville Capella LLC	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	01/27/2024	24- 0112	322	02/20/2024	Geico	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	10/08/2021	21-899	322	02/22/2024	National General	\$ 554.00	\$ 25.00	\$ 20.00
Payment Received	10/06/2023	23-1140	733	02/26/2024	Coker University	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	11/01/2023	23-1228	324	02/29/2024	Allstate	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	12/21/2023	23-1384	735	03/07/2024	Hartsville Special Housing INC	\$ 200.00	\$ 192.00	\$ 153.60
Payment Received	09/09/2023	23-1048	745	03/10/2024	Patriot Living LLC	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	09/10/2023	23-1053	735	03/10/2024	Patriot Living LLC	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	11/27/2023	23-1313	735	03/22/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	10/30/2023	23-1219	324	03/26/2024	ACE America Ins	\$ 1,226.00	\$ 1,226.00	\$ 980.80
Payment Received	09/22/2023	23-1090	735	04/07/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	01/17/2024	24-0075	745	04/11/2024	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	12/16/2023	23-1365	745	04/11/2024	Patriot Living LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	03/25/2024	24- 0325	352	04/17/2024	State Farm	\$ 1,948.00	\$ 1,948.00	\$ 1,558.40
Payment Received	03/21/2024	24-0314	324	04/23/2024	Geico	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	07/15/2023	23-839	733	04/28/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	08/17/2023	23-962	735	04/28/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	09/10/2023	23-1050	745	04/28/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	09/06/2023	23-1032	743	04/28/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00
Payment Received	09/20/2023	23-1082	733	04/28/2024	Thad Saleeby Center	\$ 300.00	\$ 225.00	\$ 180.00

<b>Payment Received</b>	<b>08/23/2023</b>	<b>23-981</b>	<b>735</b>	<b>04/28/2024</b>	<b>Thad Saleeby Center</b>	<b>\$ 300.00</b>	<b>\$ 225.00</b>	<b>\$ 180.00</b>
<b>Payment Received</b>	<b>03/09/2024</b>	<b>24-0281</b>	<b>322</b>	<b>05/20/2024</b>	<b>State Farm</b>	<b>\$ 487.00</b>	<b>\$ 487.00</b>	<b>\$ 389.60</b>
<b>Payment Received</b>	<b>04/08/2024</b>	<b>24-0362</b>	<b>322</b>	<b>05/28/2024</b>	<b>State Farm</b>	<b>\$ 487.00</b>	<b>\$ 487.00</b>	<b>\$ 389.60</b>
<b>Payment Received</b>	<b>03/05/2024</b>	<b>24-0269</b>	<b>324</b>	<b>05/28/2024</b>	<b>State Farm</b>	<b>\$ 554.00</b>	<b>\$ 250.00</b>	<b>\$ 200.00</b>
<b>Payment Received</b>	<b>4/8/2024</b>	<b>24-0362</b>	<b>322</b>	<b>6/12/2024</b>	<b>State Farm</b>	<b>\$ 487.00</b>	<b>\$ 487.00</b>	<b>\$ 389.60</b>
<b>Grand Total:</b>						<b>\$ 41,675.79</b>	<b>\$ 33,972.25</b>	<b>\$ 27,177.81</b>



## GRANTS REPORT

ACTIVE PROJECTS	
Agency	Project
RIA	Smith Street Well Project
RIA - SCIIP	Water & Wastewater Improvements
Byerly Foundation	Police Youth Academy; Business Builder; Façade Grant Program; Hartsville Museum Digitization Project
SCDPS	SRO for Butler Academy
SC Dept. of Archives & History	Greenlawn & Marion Ave. Cemetery Improvements
FEMA	City Hall EOC Generator
EPA	Brownfields Assessment

APPLICATIONS SUBMITTED/PENDING NOTIFICATION			
Agency	Project	Submission Month/Year	Amount
SCDPS	SRO for Butler Academy (24-25)	Feb-24	<b>\$95,751</b>
FEMA	AFG Self Contained Breathing Apparatuses (Fire Dept)	Mar-24	<b>\$355,855</b>
SCDPS	JAG Radio Upgrades & Replacement	Mar-24	<b>\$112,135</b>
SCDAH	Lawton Park Pavilion Repairs	Apr-24	<b>\$23,450</b>

<b>TOTAL PENDING</b>	<b>\$587,191</b>
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APPLICATIONS AWARDED (2021 - PRESENT)			
Agency	Project	Award Year	Amount
SCDOC	CDBG South Park Sewer Upgrades	2021	<b>\$750,000</b>
SC Aeronautics	Terminal Building	2021	<b>\$500,000</b>
SC Aeronautics	Terminal Building & Access Road Construction	2021	<b>\$56,573</b>
FAA	Terminal Construction	2021	<b>\$666,666</b>
SCDPS	Highway Safety	2021	<b>\$58,789</b>
SCPRT	Tourism Advertising Grant	2021	<b>\$41,287</b>
RIA	Smith Street Well Project	2021	<b>\$500,000</b>
SCDOC	Opportunity Zone Study	2021	<b>\$25,000</b>
FAA	Airport Rescue Grant	2021	<b>\$32,000</b>
ARPA	ARPA Funds	2021	<b>\$1,877,365</b>
FAA	Airport Improvement Program CRSA	2022	<b>\$13,000</b>
ARPA	ARPA Funds	2022	<b>\$1,877,365</b>
Byerly Foundation	Surveillance Equipment	2022	<b>\$50,000</b>
SCPRT	Tourism Advertising Grant	2022	<b>\$40,500</b>
Duke Energy	Pride Park Improvements	2022	<b>\$15,000</b>
SCAC	Airport Stormwater Pollution Prevention Plan	2023	<b>\$23,620</b>
FEMA	Hurricane Ian Damages	2023	<b>\$9,926</b>
FEMA	Hurricane Ian Management Costs	2023	<b>\$496</b>

<b>APPLICATIONS AWARDED (2021 - PRESENT)</b>			
<b>Agency</b>	<b>Project</b>	<b>Award Year</b>	<b>Amount</b>
SCPRT	Tourism Advertising Grant	2023	\$43,875
MASC	Public Works Equipment Reimbursement	2023	\$1,045
MASC	Public Works GPR System Reimbursement	2023	\$4,000
SC Office of State Fire Marshall	VSAFE Grant; Multi-gas detector/Thermal imaging cameras	2023	\$13,350
RIA	Water & Wastewater Improvements (SCIIP Grant Match)	2023	\$500,000
RIA - SCIIP	Water & Wastewater Improvements	2023	\$8,500,000
US DOJ	Bullet Proof Vest Partnership	2023	\$4,092
SCPRT	Tourism Advertising Grant	2023	\$40,444
Duke Energy	Emergency Preparedness (Drone)	2023	\$20,000
Byerly Foundation	HFD Auto Extrication Tools	2023	\$59,151
Byerly Foundation	Hartsville Museum Digitization Project	2023	\$7,800
Byerly Foundation	Downtown Façade Grant Program	2023	\$1,377
SCDPS	SRO for Butler Academy (23-24)	2023	\$135,350
SC Dept. of Archives & History	Greenlawn & Marion Ave. Cemeteries Improvements	2023	\$526,396
Bureau of Justice Assistance (BJA)	Body Armor Vests	2023	\$3,294
Duke Energy Foundation	Pride Park Improvements	2024	\$5,000
US DOJ	Bullet Proof Vest Partnership	2024	\$3,484
FEMA	Hurricane Idalia Damages	2024	\$4,090
FEMA	City Hall Generator	2024	\$118,771
SCDHEC	Mosquito Control Equipment	2024	\$32,785
SC Arts Commission	Cultural District Marketing	2024	\$450
SC Forestry Commission	Hartsville Downtown District Master Plan	2024	\$56,727
Environmental Protection Agency (EPA)	Brownfield Assessment Grant	2024	\$500,000
MASC	Training Reimbursement (Public Works)	2024	\$1,400
MASC	Bunker Gear Reimbursement (HFD)	2024	\$4,000
MASC	Body Armor Vests Reimbursement (HPD)	2024	\$2,000
MASC	Radios Reimbursement (HPD)	2024	\$4,000
MASC	Confined Space Tripod Kit Reimbursement (Public Works)	2024	\$1,203
SCPRT	Tourism Advertising Grant	2024	\$41,702

<b>TOTAL AWARDED</b>	<b>\$17,173,371</b>
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Should you have any questions regarding this report, please contact me at 843.383.3015, ext. 1203, or chastity.jenkins@hartsvillesc.gov. Thank you!

# Monthly Departmental Report: Finance



## Monthly Revenue Report

Month of: June 2024

Hospitality taxes collected: (taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	\$ 110,217.52
Accommodation taxes collected: (taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	\$ 19,552.65
Revenue collected for Cemetery Lots:	\$3,600.00

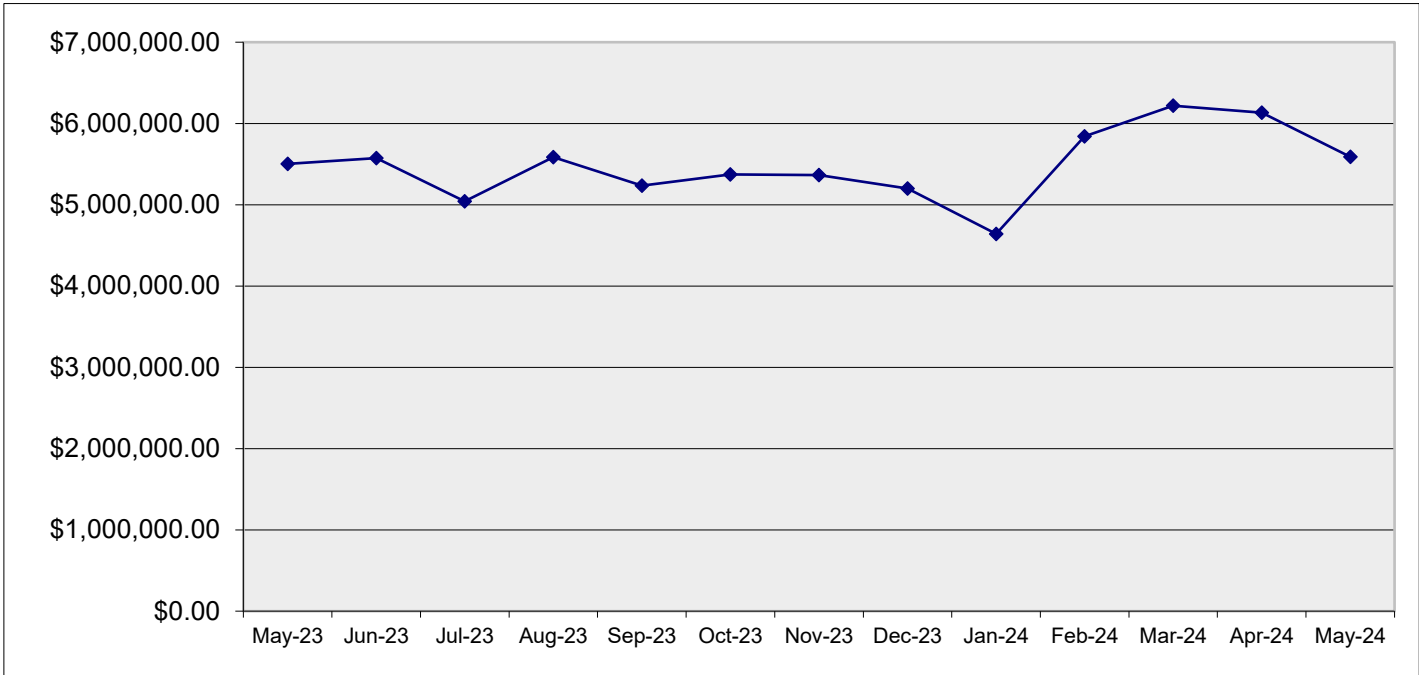
### Hospitality Tax Recap

	Net Taxable Sales	X .02	Discount	Penalty	Total Paid	
May-23	\$5,504,176.56	\$	110,083.54	\$ (2,145.36)	\$ 283.23	\$ 108,221.41
Jun-23	\$5,572,408.56	\$	111,448.19	\$ (2,125.40)	\$ 702.70	\$ 110,025.49
Jul-23	\$5,041,021.61	\$	100,820.94	\$ (1,879.42)	\$ 950.48	\$ 99,892.00
Aug-23	\$5,587,061.87	\$	111,741.25	\$ (2,192.14)	\$ 128.33	\$ 109,677.44
Sep-23	\$5,233,403.45	\$	104,666.06	\$ (2,009.86)	\$ 590.28	\$ 103,246.48
Oct-23	\$5,372,872.24	\$	107,457.89	\$ (2,072.87)	\$ 464.25	\$ 105,849.27
Nov-23	\$5,366,726.30	\$	107,334.53	\$ (2,100.73)	\$ 776.87	\$ 106,010.67
Dec-23	\$5,200,320.89	\$	104,006.37	\$ (2,039.94)	\$ 343.90	\$ 102,310.33
Jan-24	\$4,641,862.19	\$	92,837.28	\$ (1,844.91)	\$ 16.85	\$ 91,009.22
Feb-24	\$5,843,301.46	\$	116,865.97	\$ (2,075.35)	\$ 1,495.38	\$ 116,286.00
Mar-24	\$6,218,630.31	\$	124,380.56	\$ (2,233.10)	\$ 1,589.38	\$ 123,736.84
Apr-24	\$6,132,506.26	\$	122,650.18	\$ (2,313.67)	\$ 699.59	\$ 121,036.10
May-24	\$5,590,629.48	\$	111,812.62	\$ (2,139.23)	\$ 546.75	\$ 110,220.14
<b>TOTAL</b>	<b>\$71,304,921.18</b>	<b>\$</b>	<b>1,426,105.38</b>	<b>\$ (27,171.98)</b>	<b>\$ 8,587.99</b>	<b>\$ 1,407,521.39</b>

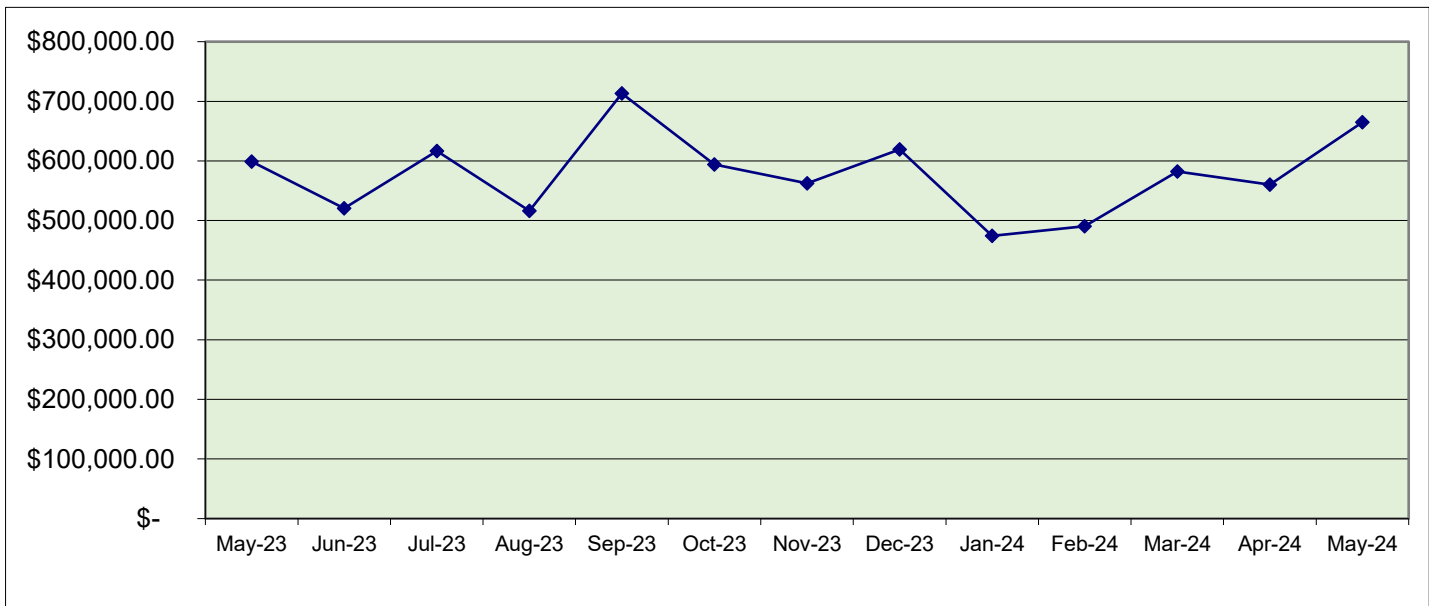
### Accommodations Tax Recap

	Net Taxable Sales	X .03	Discount	Penalty	Total Paid	
May-23	\$ 599,013.12	\$	17,970.40	\$ (353.50)	\$ 17,616.90	
Jun-23	\$ 520,345.09	\$	15,610.35	\$ (312.21)	\$ 15,298.14	
Jul-23	\$ 616,597.45	\$	18,497.93	\$ (309.49)	\$ 302.42	\$ 18,490.86
Aug-23	\$ 516,220.37	\$	15,486.60	\$ (309.74)	\$ -	\$ 15,176.86
Sep-23	\$ 713,067.11	\$	21,392.01	\$ (344.51)	\$ 1,062.02	\$ 22,109.52
Oct-23	\$ 594,256.50	\$	17,827.70	\$ (318.92)	\$ 188.14	\$ 17,696.92
Nov-23	\$ 562,155.98	\$	16,864.68	\$ (319.70)	\$ 87.91	\$ 16,632.89
Dec-23	\$ 619,279.11	\$	18,578.37	\$ (451.56)		\$ 18,126.81
Jan-24	\$ 474,257.45	\$	14,227.74	\$ (284.57)		\$ 13,943.17
Feb-24	\$ 490,382.52	\$	14,711.46	\$ (278.48)	\$ 78.69	\$ 14,511.67
Mar-24	\$ 581,937.77	\$	17,458.14	\$ (320.11)	\$ 145.22	\$ 17,283.25
Apr-24	\$ 560,321.90	\$	16,809.65	\$ (336.18)		\$ 16,473.47
May-24	\$ 665,055.83	\$	19,951.68	\$ (399.03)		\$ 19,552.65
<b>TOTAL</b>	<b>\$ 7,512,890.20</b>	<b>\$</b>	<b>225,386.71</b>	<b>\$ (4,338.00)</b>	<b>\$ 1,864.40</b>	<b>\$ 222,913.11</b>

Hospitality Tax Chart for past 12 months



Accommodation Tax Chart for past 12 months



	A	B	C	D	E	F	G	H	I	J	K	
1												
2												
3				<b>HUMAN RESOURCES</b>	<b>MONTHLY REPORT</b>	<b>Jun-24</b>						
4												
5	<b>Home Department**</b>	<b>May Head Count</b>	<b>June Hire</b>	<b>June Termed</b>	<b>June Transfer Out</b>	<b>June Head Count</b>	<b>DIVERSITY</b>					
							Asian	Black or African American	Hispanic or Latino	White	2 or More Races	
6	000411 / Mayor Council Clerk	9	0	0	0	9	0	3	0	6	0	
7	000412 / Court Operations	4	0	0	0	4	0	2	0	2	0	
8	000413 / City Manager	1	0	0	0	1	0	0	0	1	0	
9	000415 / Finance	9	1	0	0	9	0	2	0	7	0	
10	000417 / Human Resources	3	1	0	0	3	0	2	0	1	0	
11	000418 / Main Street Hartsville	1	1	0	0	1	0	0	0	1	0	
12	000419 / Business Navigator	1	1	0	0	2	0	1	0	0	0	
13	000421 / Police Department	44	0	2	0	42	0	3	0	39	0	
14	000422 / Fire Department	30	0	2	0	28	0	3	0	25	0	
15	000423 / Victim's Advocate**	1	0	0	0	1	0	1	0	0	0	
16	000426 / Tourism	3	0	0	0	3	0	0	0	3	0	
17	000431 / Maintenance	2	0	0	0	2	0	1	0	1	0	
18	000432 / Sanitation Dept.	14	0	0	0	14	0	10	0	4	0	
19	000452 / Parks & Recreation	8	0	0	0	8	0	4	0	3	0	
20	000453 / Streets & Grounds	11	0	1	0	10	0	6	0	4	0	
21	000454 / Museum Operations	2	0	0	0	2	0	0	0	2	0	
22	000500 / Water Utilities	11	0	0	0	11	0	2	0	9	0	
23	000600 / Sewer Utilities	2	0	0	0	2	0	1	0	1	0	
24	000700 / School Crossing Guards	5	0	0	0	5	0	2	0	4	0	
25	000800 / Storm Water Utilities	1	0	0	0	1	0	0	0	1	0	
26	000900 / Water Park	4	0	0	0	4	0	0	0	4	0	
27	000910/Patio Attendant	5	0	1	0	4	0	1	0	3	0	
28	000920/Dispatchers	39	0	0	0	38	0	35	0	3	0	
29	000930/Frontgate Attendants	15	0	1	0	15	0	4	0	9	0	
30	000940/Cabana Hosts	11	0	3	0	8	0	4	0	4	0	
31	000950/Lifeguard	102	0	2	0	100	3	27	0	65	5	
32	000960/Events and Special Sales	1	0	0	0	1	0	0	0	1	0	
33	000970 Park Services	49	0	4	0	45	0	37	1	7	0	
34	000980 Food & Beverage	44	0	3	0	41	0	40	0	3	1	
35	000990 Guest Services	44	0	4	0	40	1	33	0	4	2	
36	<b>Totals:</b>	<b>476</b>	<b>1</b>	<b>23</b>	<b>0</b>	<b>454</b>	<b>4</b>	<b>224</b>	<b>1</b>	<b>217</b>	<b>8</b>	
37	**Based on Home Departments/does not reflect employees with dual departments; Victim's Advocate headcount reflected in 421 / No seasonal or interns											
38												
39	<b>Completed June 2024</b>											
40												
41	<b>Juneteenth</b>	<b>Holiday Office Closed</b>										
42												
43												
44	<b>July</b>											
45	<b>July 4th</b>	<b>Holiday Office Closed</b>										
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Date: July 2nd, 2024  
To: City of Hartsville, City Council  
From: Matthew Winburn, Main Street Manager

Re: **Monthly Status Report for June**

## **Status Report & Updates**

### *July Calendar of Events*

08th- Destination Downtown Begins  
Downtown District

08th- Parking, Beautification, and Building Improvement  
Commission Meeting  
5:30pm | Hartsville Council Chambers

13th- Hartsville Farmers Market  
9am-12pm | Cargill Way

27th- Pop-Up Farmers Market (Tentative)  
9am-12pm | Cargill Way

### **Current Social Media Stats:**



Facebook: 9,084 Followers  
Instagram: 2,051 Followers

**Main Street Hartsville Occupancy rate- 96%**

**Businesses that closed:** None

**Planned businesses:** Driven Sunglasses- Opening Soon!  
Jazzy Blues  
Stello Foods- **Opened!**

### **May Recap**

*Main Street SC Conference-* Main Street Manager, Matt Winburn, had the privilege to attend the 2024 Main Street SC Conference in Florence, SC. In addition to the great food and camaraderie, Winburn was able to enjoy sessions that focused on telling the stories of all aspects of our community, not just business owners. We also focused on trends in walkability and accessibility of our sidewalks. Hartsville will be hosting the 4<sup>th</sup> Quarter Training for MSSC on November 13<sup>th</sup>.



*Chats and Cheers*- Chats and Cheers will take a break over the summer, and will finish out at the following:

**August**- Peace of Heaven Gift Shop

**September**- SPC Credit Union

**October**- The Edition (Setting you up for Holiday Success)

*Destination Downtown*- Hartsville's HOTTEST summer promotion, returns this July for another year of driving traffic through your store doors. We had over 40 business participants last year and over \$18,000 worth of stamped passports turned in for our drawing! More information will be available soon.

### **2024 Work Plan:**

Based on conversations with downtown business and property owners, as well as with local community members, an implementation plan was created for the 2024-25 work year. The implementation plan utilizes the Four-Points Approach of organization, promotions, design, and economic vitality. Highlights include the following strategies and objectives:

### **Transformation Strategies**

1. Execute the Hartsville Cultural District Strategic Plan
2. Main Street Hartsville develops a more sustainable and livable downtown community.
3. Main Street Hartsville is a resource for Small Business Development.

### **Transformation Strategy:** Define the District through Arts and Culture

Winburn recently attended a workshop hosted by the SC Arts Commission which focused on accessibility within a Cultural District, as well as how we can be a better resource for artists and other cultural assets.

### **Transformation Strategy:** Town & Gown Relationship

In addition to hosting our last Chats and Cheers event on Coker's Campus, City of Hartsville staff continue to meet with staff and attend events on Coker campus. Main Street Hartsville plans to hire an intern from Coker once the new school year starts back. Additional plans are being made to install a Coker inspired mural in the Downtown Community.

### **Transformation Strategy:** Small Business Development

Main Street Hartsville is thrilled to be part of WeShopSC.com, South Carolina's only and largest collection of communities and small businesses.

We are focused on two things:

- Creating opportunities for small businesses to expand, scale, and enter the digital marketplace without hurdles or headaches.

- Creating virtual shopping experiences for customers to shop small, discover new products in their very own neighborhood, and support the people who walk down the same streets as they do.

Beyond Main is often described as “Amazon or Etsy, but for your local community”. Consumer behavior has changed. Customers are now trained to begin their shopping journey online. If your business is not represented, you are removing yourself from the customers' decision-making process. Beyond Main helps you connect with customers nearby and provides a one-stop, local shopping opportunity for them to engage with your business.

We have already had seven businesses sign up for their free listing! We plan to have a zoom training at a future date to help our businesses navigate through this program.

**To register your store for FREE, click the link below:**

**<https://beyondmain.com/signup/retailers/>**

**HYPE Team-** Main Street Hartsville is excited to explore the creation of a new program called the Hype Team, Hype Up Hartsville, etc. This volunteer-driven initiative would serve as a mobile welcoming committee for Downtown Hartsville and would be responsible for providing recommendations to visitors at our large events (Hartsville Farmers Markets, Block Parties, Festivals, etc.). There is also a dog-friendly component called “Hype Hounds” for community members with dogs to be involved.



## Monthly Departmental Report – JUNE 2024

### Visitor Demographics 2024

MONTH	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Website	Facebook
January	10	12	25	16	5	4	72	427	2979
February	18	23	16	25	22	23	127	445	3015
March	24	24	18	17	50	10	143	547	3042
April	66	23	24	30	103	5	251	577	3069
May	16	24	50	35	27	18	170	332	3072
<b>June</b>	<b>24</b>	<b>25</b>	<b>17</b>	<b>46</b>	<b>32</b>	<b>8</b>	<b>152</b>	<b>n/a</b>	<b>3068</b>
July									
August									
September									
October									
November									
December									
<b>YEAR TO DATE</b>	<b>158</b>	<b>131</b>	<b>150</b>	<b>169</b>	<b>239</b>	<b>68</b>	<b>915</b>		

#### Visitors Signing Guest Book came from:

White Sulphur Springs, Montana	Estacada, Oregon	Denver, Colorado
Washington, D.C.	Spring Lake, North Carolina	Rehoboth, Alabama
Pt. Pleasant, West Virginia	Mill Spring, North Carolina	Mooresville, North Carolina
Sunny View, North Carolina	North Augusta, S.C.	Heath Springs, S.C.
Marion, S.C.	Lamar, S.C.	Bishopville, S.C.
Bennettsville, S.C.	Florence, S.C.	Chesterfield, S.C.
Dillon, S.C.	Darlington, S.C.	Hartsville, S.C.

#### Museum News:

- 24<sup>th</sup> Annual Swamp Fox Quilt Show opened June 3<sup>rd</sup>.
- Donations for June included: a 1948 photograph of the Berry Theater, donated by Mary Gainey; and a 1935 school desk and chair from Thornwell Elementary School, donated by Jennifer Weaver.

# Monthly Report

Date: 07/01/2024

<b>1. June Events</b>
<ul style="list-style-type: none"><li>• Diamond Youth Baseball District (Minor League) June 6<sup>th</sup> – June 11<sup>th</sup> at Byerly Park</li><li>• Diamond Youth Baseball District (Ozone League) June 13<sup>th</sup> – June 18<sup>th</sup></li><li>• National Skate Day June 21<sup>st</sup></li></ul>
<b>2. Upcoming Programs/Events</b>
<ul style="list-style-type: none"><li>• Pickleball League July 19<sup>th</sup> – August 29<sup>th</sup></li><li>• Craft class – Flip Flop Wreath</li><li>• Tennis Camp – July 11<sup>th</sup> – September 19<sup>th</sup></li></ul>
<b>3. Membership Count:</b>
<ul style="list-style-type: none"><li>• 531 Active Members</li></ul>
<b>4. Programs:</b>
Cardio Step: Monday and Wednesdays 9:00 a.m. – 10:00 a.m. Let's Dance: Mondays 5:30 p.m. – 6:30 p.m. Low Impact: Tuesday and Thursdays 9:00 a.m. – 9:30 a.m. Zumba: Tuesday and Thursdays 10:00 a.m. – 11:00 a.m. Yoga: Tuesday and Thursdays 9:00 a.m. 10:00 a.m. Dance Fitness: Tuesday and Thursdays 5:30 p.m. – 6:30 pm. Line Dancing: Wednesday 5:30 p.m. – 6:30 p.m. Pickleball: Wednesdays 9:00 a.m. – 1 p.m. 6:00 p.m. – 8:00 p.m.

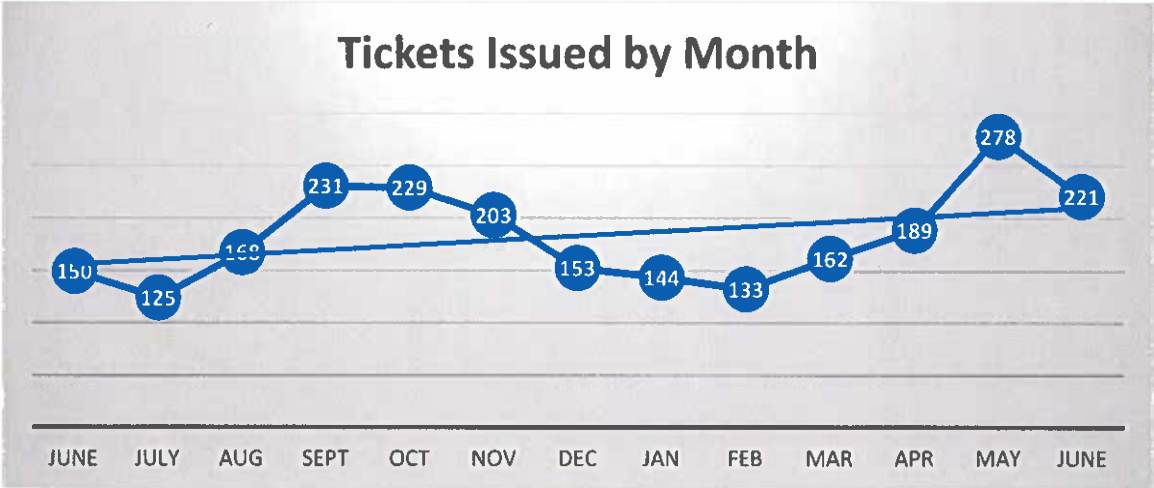
# Hartsville Police Department

## Monthly Report

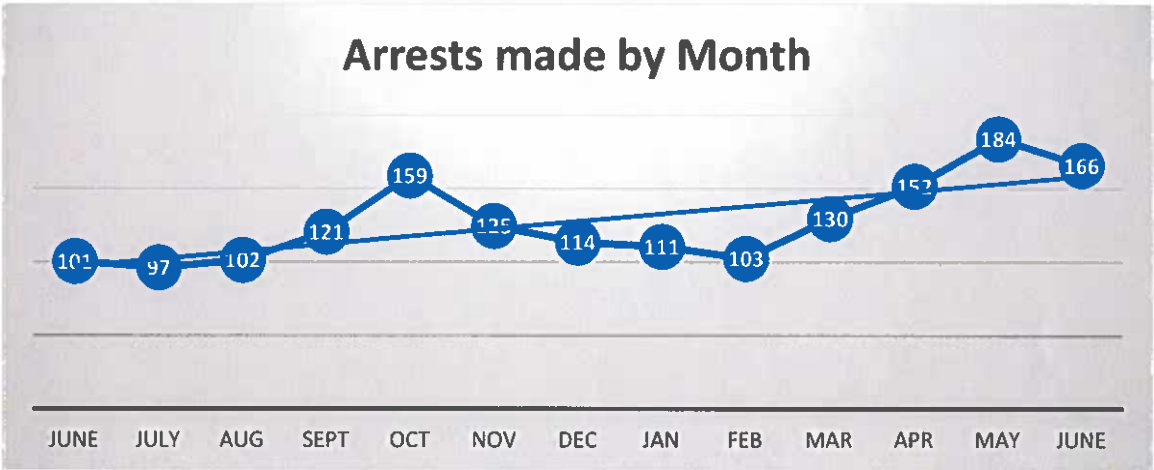


June 2024

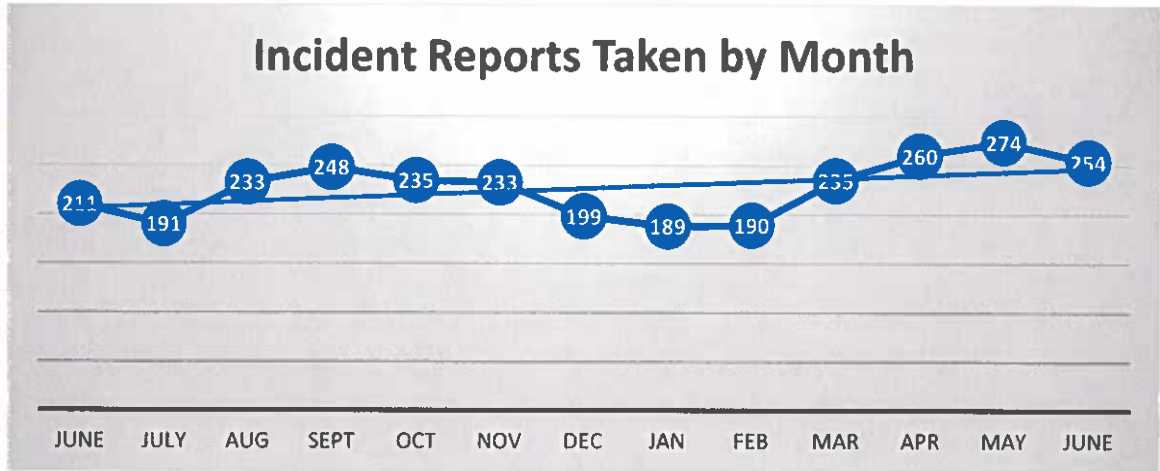
Prepared by Janice Woodham



June 2024 showed a decrease in the issue of tickets from May 2024. This can be attributed to the decrease in the number of arrest for the month of June 2024 as well as the decrease in reports for June 2024.



Arrest for June 2024 decreased slightly from the previous month, and was lower than the rolling 12 month average. This decrease could be due to the decrease in reports as well as tickets in June 2024.



Incident Reports taken are a reflection of reports actually written. A report is not written for every call. Reports taken seem to fluctuate around an average of about 200 per month, with an increase over the previous 12 months.

**Arrestees and Victims**

On average, between 60-65% of arrested persons come from outside the city limits, showing that we serve many more people than our in-town population.

June 2024 gave us 166 arrests, including 14 juveniles (mostly drug/narcotics and NRP).

**Crime Types**

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

Burglary	1	(100% from outside City)
Assaults	15	(53% from outside City)
Car Theft	0	(0% from outside City)
Thefts	6	(100% from outside City)
Shoptliftings	4	(75% from outside City)
Forgery/Fraud	2	(100% from outside City)
Drug Offenses	45	(64% from outside City)
DUI/Drunkenness	13	(85% from outside City)
Non-Reported State	57	(67% from outside City)*

\*Non-Reported to State offenses are generally offenses like Driving Under Suspension, Operating Uninsured, Possession of Controlled Substance, and other crimes that are outside the typical violent/property crime classifications

Totals for all arrests (including those not listed above)  
 112 of 166 people arrested (67%) live outside the city limits.



Date: July 2, 2024

To: City of Hartsville

From: Michelle Byers Brown, Director of Tourism and Communications

Re: Tourism and Events Report- June 2024

**Current social media counts**

City of Hartsville Facebook – 13,360 followers (New page followers last 28 days: 71)

City of Hartsville Instagram – 2422 followers (New page followers last 28 days: 10)

Visit Hartsville SC Facebook – 473 followers (New page followers last 28 days 22)

Visit Hartsville SC Instagram– 1634 followers (New page followers last 28 days 1)

**On Facebook, if you haven't already, please follow: <https://www.facebook.com/ItsHartsville> to follow our Tourism Department news. This page will serve as our social media outlet for tourism and social related events.**

**June 2024 Key Sales**

Gross sales- \$985.85

Most popular – City of Hartsville merchandise, Farmers Market, Main Street Gift Certificates

**Special Events Rentals**

Lawton: 0

Edition: 5

Special Event Permits: 11

**Upcoming Events**

- Thursday, July 13<sup>th</sup>, 2024 – Screen on the Green – Double Feature (dusk)
- Friday, July 19<sup>th</sup>, 2024, Block Party, 6:00 PM – 9:00 PM – Charlotte Bluegrass All-Stars

**Tourism Team Projects**

Working to finalize adjustments to upcoming City of Hartsville Website

- Continuing to learn about our new Placer AI program to enable us to gauge the success of events and economic impacts on the city
- Working to help Police and Fire with collateral, publicity, and civic engagement
- Beginning work on Heart of the Holidays Festival for 2024 along with our first night Christmas Parade
- Final phase of new website training
- Reworking/updating Visit HartsvilleSC.com website
- Developing strong Brand guidelines for city as we move into the next level of growth
  - Working to develop best practice methods for internal and external communication





REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: 4475 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

To amend City Code related to the existing ordinance relating to the curfew for minors.

---

**BACKGROUND SUMMARY:**

The Chief of Police recommends necessary changes to the existing ordinance relating to the curfew for minors.

**ATTACHMENTS:**

Description

- ▣ ORD 4475

**ORDINANCE 4475**

**TO AMEND AND RESTATE CHAPTER 58 "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE VI "MINORS", DIVISION 2 "CURFEW" OF THE CITY'S CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City of Hartsville is a municipal corporation created under the laws of the State of South Carolina; and

**WHEREAS**, it is the responsibility of the City to ensure the general safety and welfare of the public, which includes ensuring the safety of minors; and

**WHEREAS**, Section 63-1-20 of the Code of Laws of South Carolina states that it "shall be the policy of this State to concentrate on the prevention of children's problems as the most important strategy which can be planned and implemented on behalf of children and their families"; and

**WHEREAS**, Section 63-19-20 of the Code of Laws of South Carolina defines a "child" or "juvenile" as "a person less than eighteen years of age"; and

**WHEREAS**, upon the advice of the Chief of Police regarding necessary changes to the existing minor curfew ordinance, the City has determined to amend and restate the provision of Chapter 58 "Offenses and Miscellaneous Provisions", Article VI "Minors", Division 2 – "Curfew".

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Council of the City of Hartsville that the City of Hartsville City Code is hereby amended to read as follows:

Chapter 58 – OFFENSES AND MISCELLANEOUS PROVISIONS  
ARTICLE VI. MINORS  
DIVISION 2. CURFEW

**Sec. 58-191. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Emergency* includes, but is limited to, the following: fire, natural disaster, vehicular accident, or obtaining immediate medical care for another person.

*Minor* means any person under 18 years of age.

*Parent* means a person who is the natural or adoptive parent of a minor. The term "parent" also includes a court-appointed guardian or other person who is 18 years of age or older authorized by the parent, by a court order, or by a court-appointed guardian to have the care and custody of a minor.

*Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office building, transport facilities, and shops.

*Temporary care facility* refers to a court-approved foster home, group home, non-secure facility, or program as provided by S.C. Code Ann. § 63-19-810, where minors may wait, under visual supervision, to be retrieved by a parent or other responsible adult. No minors waiting in such facility shall be handcuffed and/or secured (by handcuffs or otherwise) to any stationary object.

### **Sec. 58-192. Offenses.**

- (a) It shall be unlawful for a minor to purposefully remain, walk, run, stand, drive, or ride about in or upon any public place in the city between the hours ~~12:00 midnight~~ 11:00p.m. and 6:00 a.m.
- (b) It shall be unlawful for a parent to knowingly allow or permit the minor to be in violation of the curfew imposed in subsection (a) of this section.

### **Sec. 58-193. Defenses.**

It is a defense to prosecution under section 58-192 that the minor was:

- (1) Accompanied by a parent.
- (2) On an emergency errand.
- (3) Attending or going directly to or coming directly from a school, community, government, or religious activity.
- (4) Engaged in or going directly to or coming directly from a lawful employment activity.
- (5) On the sidewalk directly abutting a place where he or she resides with a parent.
- (6) Upon an errand directed by his parent.
- (7) In a motor vehicle involved in intrastate or interstate transportation or transportation for which passage through the public place is the most direct route.
- (8) Legitimately exercising his first amendment rights protected by the United States Constitution, including, but not limited to, the free exercise of religion, freedom of speech, and the right of assembly.

### **Sec. 58-194. Enforcement procedure.**

- (a) Before taking any enforcement action hereunder, a law enforcement official shall make an immediate investigation for the purpose of ascertaining whether or not the presence of a minor in a public place, between ~~12:00 midnight~~ 11:00p.m. and 6:00 a.m. is in violation of section 58-192. If such investigation reveals that the presence of such minor is in violation of section 58-192, then:
  - (1) If the minor has not previously been issued a warning for any such violation, then the law enforcement official shall issue a verbal warning to the minor, which shall be followed by a written warning sent by certified mail by the police department official to the parent(s) and documented in a written incident report, or
  - (2) If the minor has previously been issued a warning for any such violation, then the police officer shall charge the minor with a violation of this article and shall issue a summons requiring the minor to appear in court.
- (b) Following any violation of section 58-192, as soon as practicable, the police officer shall notify the parent of the minor, and thereafter:
  - (1) Release the minor to his or her parent or other responsible adult;
  - (2) Place the minor in a temporary care facility for a period not to exceed the remainder of the curfew hours, so that his or her parent(s) may retrieve the minor; or
  - (3) If a minor refuses to give the law enforcement official his or her name and address, refuses to give the name and address of his or her parent(s), or if no parent can be located prior to the end of the applicable curfew hours, or if located, no parent appears to accept custody of the minor, the minor may be taken to a temporary care facility or otherwise to be dealt with in the manner and pursuant to such procedures as required by state law.

**Sec. 58-195. Penalties.**

- (a) Any minor violating this article shall be guilty of a misdemeanor as defined in state law. For the purpose of enforcing this article, the Hartsville Police Department is hereby authorized to maintain records of warnings and violations.
- (b) A parent of a minor violating this article shall be guilty of a misdemeanor as defined in state law.
- (c) In assessing punishment for either a parent or minor, the municipal court is encouraged to consider utilization of the community service program or other penalties under state law, but in no event shall penalties exceed a fine of \$500.00 per occurrence or 30 days in jail.

**NOW, THEREFORE BE IT ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and to become effective upon final reading.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

First Reading:  
Public Hearing:  
Final Reading:



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: 4476 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Ordinance to purchase property at 715 Lynwood Place.

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**BACKGROUND SUMMARY:**

As a part of the SCIIP grant upgrades, the City of Hartsville needs to purchase property for a lift station to serve the neighborhood adjacent to 715 Lynwood Place.

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**FINANCIAL IMPACT:**

\$6,000.00 property cost plus cost of survey and closing costs.

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**ATTACHMENTS:**

Description

- ▣ ORD 4476
- ▣ ORD 4476 - Map
- ▣ ORD 4476 - Proposed Contract to Purchase

**ORDINANCE 4476**

**TO AUTHORIZE THE PURCHASE OF A PORTION OF PROPERTY WITHIN TAX MAP PARCEL NUMBER 035-12-01-053; LOCATED AT 715 LYNWOOD PLACE, HARTSVILLE SOUTH CAROLINA 29550, CONSISTING OF 0.036 (+/-) ACRES.**

**WHEREAS**, the City of Hartsville desires to purchase property located at 715 Lynwood Place, Hartsville, South Carolina; a Portion of Tax Map Number 035-12-01-053 consisting of 0.036 (+/-) acres; and

**WHEREAS**, this purchase will facilitate construction of a lift station to serve the surrounding neighborhood; and,

**WHEREAS**, the owner, Edward G. Fort, has agreed to sell this 0.036 (+/-) portion of tax map parcel number 035-12-01-053 to the City for Six Thousand Dollars (\$6,000.00).

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the purchase of the aforementioned portion of property within tax map parcel number 035-12-01-053 in the amount of Six Thousand Dollars (\$6,000.00) is hereby approved.

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

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ of \_\_\_\_\_ 2024 and to become effective immediately upon Final Reading.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

First Reading:  
Public Hearing:  
Final Reading:

# Proposed Site



 **qPublic.net**™ Darlington County, SC



Overview



Legend

-  Parcels
-  Roads

<b>Parcel ID</b>	035-12-01-053	<b>Alternate ID</b>	035-12-01-053	<b>Owner Address</b>	FORT EDWARD G
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Owner Occupied		710 W HOME AV HARTSVILLE SC
<b>Property Address</b>	710 W HOME AV	<b>Acreage</b>	9.48		29550
<b>District</b>	32-1				
<b>Brief Tax Description</b>	710 W HOME AV				
	(Note: Not to be used on legal documents)				

Date created: 5/18/2024

Last Data Uploaded: 5/18/2024 7:31:43 AM

Developed by  **Schneider**  
GEO SPATIAL



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (LOTS/ACREAGE)

This Form can also be used for a Boat Slip or similar transaction.

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), City of Hartsville ("Buyer"), and Seller(s), Edward G Fort ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. TBD
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

(initials) BUYER(s) acknowledge receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

(initials) SELLER(s) acknowledge receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

2. PURCHASE PRICE: \$ 6,000.00 Six Thousand and Zero

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD. Verification of Cash available for Closing is attached not attached to be Delivered before. This Contract is is not contingent upon the sale and closing of Buyer's real property and SCR504 is is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 40'x40' porotion of 710 W Home Ave 40'x40' section of 710 W Home Ave Unit # Hartsville State of South Carolina Zip 29550 County of Darlington Lot Block Section/Phase Subdivision Other Tax Map 40'x40' section of 035-12-01-053

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

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4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before TBD, \_\_\_\_\_ ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): City of Hartsville

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant Property, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing. Seller will remove all man-made items from the Property unless otherwise agreed upon in writing by the Parties.

5. **EARNEST MONEY: Total \$ zero** (USD) Earnest Money is paid as follows: \$ \_\_\_\_\_ accompanies this offer and \$ \_\_\_\_\_ will be paid by 6 P.M. on \_\_\_\_\_ (date) and Earnest Money is in the form of  check  cash  other (e.g. wire) \_\_\_\_\_ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize \_\_\_\_\_ as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

**THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ \_\_\_\_\_ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.**

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood insurance, and hazard insurance) discount points, interest, non- recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

All costs to obtain information from or pertaining to owners' association, private/public transfer fees, and any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named similar fees) are the  Seller's or  Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.

Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ \_\_\_\_\_, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs

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7. **FINANCE:** Buyer's obligation under this Contract  is  is not contingent upon obtaining financing of a  30 year or  15 year or  other \_\_\_\_\_ purchase money loan at reasonable prevailing market terms with loan(s) equal in amount to a maximum \_\_\_\_\_ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by \_\_\_\_\_ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by \_\_\_\_\_ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If Buyer changes their Lender during the Financing Period, they must notify the seller in writing within \_\_\_\_\_ calendar days. Absent written approval by the Seller, Buyer cannot change their lender if the Closing Date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): \_\_\_\_\_ **CASH**  FHA  VA  Conventional  Seller  Other \_\_\_\_\_

An FHA VA Financing Addendum  is  is not attached. Additional financing terms  are  are not attached.

8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

**Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:**

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other \_\_\_\_\_  see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. **APPRAISED VALUE:**

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within five Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. **SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

11. **SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

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**12. DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on           N/A           (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

**During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

**TERMINATION:** During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ 1,000.00 USD Good Funds.

**DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase price unless otherwise agreed upon in writing by the Parties in this Contract.

**13. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for fourteen (14) Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**14. BUILDING PERMIT:** This Contract  is  is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than            Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

**15. REZONING:** This Contract  is  is not contingent upon the Property being rezoned to            by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than            Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The  Buyer or  Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

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16. DEED RESTRICTIONS: Seller shall provide copy of any deed restrictions [including zoning ordinances, condominium documents (master deed, financial information, etc.)] and a copy of all restrictions and covenants for said property within \_\_\_\_\_ Calendar Days of the Effective Date.

17. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract  is  is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than \_\_\_\_\_ Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ \_\_\_\_\_, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system:  county  city  private  corporate  community  well  other \_\_\_\_\_. Seller represents the Property is connected to water disposal system:  septic  sewer  private  corporate  government  other \_\_\_\_\_.

18. SOIL AND WATER TESTS AND WATER ISSUES: After the Effective Date, the Buyer and Inspectors shall have the right to conduct Inspections including the rights to go on the property to conduct soil and water tests, including percolations tests, to ascertain whether the property is suitable for the improvements the Buyer desires. All expenses of such tests shall be paid by  Buyer or  Seller. Buyer shall be responsible for the repair, restoration, and any damages caused by such tests and Inspections. Seller represents that the water supply is described fully here: \_\_\_\_\_. Seller represents that all waste water is disposed of via waste water systems described fully here: \_\_\_\_\_. Seller represents that all isolated wetlands or flood zones touching the property are described fully here: \_\_\_\_\_.

19. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

20. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

21. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

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**22. SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

**23. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker  may  may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

**24. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

**25. ROLLBACK TAXES (CHECK ONE OF THE FOLLOWING OPTIONS):**

The parties agree that the Seller shall pay any rollback taxes at the closing. No later than five calendar days prior to the closing date, Seller shall provide any and all information and documentation required by the appropriate taxing authority to assess the rollback taxes on the Property. The parties agree that County assessment/estimate for rollback taxes collected on the closing statement represents the final amount for rollback taxes to be paid by Seller; after the closing, neither party shall have any further duties or responsibilities to the other party related to rollback taxes.

The parties agree that the Buyer shall pay any rollback taxes whenever the taxes are assessed; Seller has no responsibility for rollback taxes.

The Parties agree to split agree to pay the rollback taxes as follows: \_\_\_\_\_% paid by Buyer and \_\_\_\_\_% paid by Seller

**26. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS:** All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by \_\_\_\_\_ N/A and paid for by \_\_\_\_\_ N/A.

All of these reports or certifications shall be completed no later than \_\_\_\_\_ Calendar Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than two Calendar Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Calendar Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have two Calendar Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

**27. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

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**28. ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

**29. DEFAULT/BREACH OF CONTRACT:**

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
  - (i) Deliver Notice of Default to Seller and terminate Contract and
  - (ii) Pursue any remedies available to Buyer at law or equity and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
  - (i) Deliver Notice of Default to Buyer and terminate Contract and
  - (ii) Pursue any remedies available to Seller at law or equity and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

**30. MEDIATION:** To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or [www.NAR.REALTOR/policy/mediation](http://www.NAR.REALTOR/policy/mediation) or [www.screaltors.org/mediation](http://www.screaltors.org/mediation)). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

**31. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

**32. BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

**33. BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the

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Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

**34. BROKER LIABILITY LIMITATION:** Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

**35. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here (e.g. SCR 390, 391, 503, 504, 393, 513, 610): Cost of survey and all closing costs including deed preparation (normally a seller cost) will be paid by buyer. Seller will receive the entire \$6000 at closing.

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**36. NOTICE AND DELIVERY:** Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

**37. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.**

**38. EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at \_\_\_\_\_  AM  PM on \_\_\_\_\_, \_\_\_\_\_ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline:

**This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

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IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are  attached or  to be Delivered within \_\_\_\_\_ Calendar Days. Parties shall initial and date all page and changes in this Contract.

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
City of Hartsville

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER: <sup>Authentisign</sup> Edward G Fort Date: 07/02/2024 Time: \_\_\_\_\_  
Edward G Fort

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lauri McLeland  
Buyer's Agent/Company

lauri.mcleland@segarsrealty.com  
Buyer's Agent's Email Address

84170/19047  
Buyer's Agent License #/ LLR Office Code

(843)601-1749  
Buyer's Agent Telephone Number

Lauri McLeland  
Seller's Agent/Company

lauri.mcleland@segarsrealty.com  
Seller's Agent's Email Address

84170/19047  
Seller's Agent License #/ LLR Office Code

(843)601-1749  
Seller's Agent Telephone Number

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## DUAL AGENCY AGREEMENT

THIS DOCUMENT IS A MODIFICATION TO THE SELLER'S LISTING AGREEMENT AND THE BUYER'S AGENCY REPRESENTATION AGREEMENT.

This Dual Agency Agreement is entered into between \_\_\_\_\_ City of Hartsville \_\_\_\_\_, Buyer, and  
 \_\_\_\_\_ Better Homes & Gardens Real Estate Segars Realty \_\_\_\_\_ Real Estate Company  
 \_\_\_\_\_ Edward G Fort \_\_\_\_\_, Seller, and  
 \_\_\_\_\_ Better Homes & Gardens Real Estate Segars Realty \_\_\_\_\_ Real Estate Company  
 for Property located at \_\_\_\_\_ 40'x40' porotion of 710 W Home Ave, Hartsville, SC 29550 \_\_\_\_\_.

The term "Broker" includes the real estate firm, broker-in-charge and associated licensees.

1. **DUAL AGENCY:** Seller and Buyer agree that Broker shall serve as both Seller's agent and Buyer's agent in the sale of Seller's property to Buyer in accordance with Section 40-57-350(l)(1) of the South Carolina Code of Laws, which provides in part that "...in acting as a dual agent, a licensee represents clients whose interest may be adverse and that agency duties are limited." The parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

- a) That a party may agree to a price, terms, or any conditions of sale other than those offered;
- b) The motivation of a party for engaging in the transaction, unless disclosure is otherwise provided by state law or regulation; and
- c) Any information about a party which that party has identified as confidential unless disclosure is otherwise required by state law or regulation.

2. **BROKER'S DUAL AGENCY ROLE:** Because Broker is serving as Agent for both Seller and Buyer in this transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and Buyer understand and acknowledge that:

- a) Prior to the time this agreement was entered into, Broker acted as the exclusive Agent of Seller and acted as exclusive Agent of Buyer.
- b) In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
- c) Broker is required by law to disclose to Seller and Buyer any known material adverse facts concerning the property or the transaction. Seller and Buyer agree that Broker shall not be liable to either party for (1) disclosing known material facts concerning the property required by law to be disclosed and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Because of Broker's Dual Agency relationship, Seller and Buyer understand and acknowledge that:

- a) Seller and Buyer have determined that the advantages of entering into this Dual Agency Agreement, with Broker acting as Agent for both, outweigh the disadvantages.
- b) Seller and Buyer each have the responsibility of making their own decisions as to what terms are to be included in any agreement to buy and sell between the Seller and Buyer.
- c) Seller and Buyer are fully aware of, and understand, the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage communication between Seller and Buyer rather than acting as an advocate or exclusive agent.
- d) Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses, or liabilities, other than violations of the South Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent.
- e) Seller and Buyer may seek independent legal counsel to assist them with the negotiation and preparation of a buy and sell agreement or with any matter relating to the transaction which is the subject matter of a buy and sell agreement.

4. **PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into by Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.

5. **DURATION OF DUAL AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer and Broker, and unless extended by written agreement of all parties, shall terminate upon the closing of the sale of the property.

(Rev. 2/21)

6. **FAIR HOUSING:** The Broker shall conduct all brokerage activities in regard to this Agreement without regard to race, color, religion, sex, handicap, familial status, or national origin and shall conduct business in full compliance with local, state, and federal fair housing laws.

7. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the execution of this dual agency agreement or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

8. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

**THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS DUAL AGENCY AGREEMENT.**

Authentisign  
Edward G Fort 07/02/2024  
Seller Edward G Fort 07/01/2024  
Date Time

Seller Date Time

Buyer City of Hartsville Date Time

Buyer Date Time

**Better Homes & Gardens Real Estate Segars Realty**  
Real Estate Brokerage (Name of Real Estate Co.)

Authentisign  
Lauri McLeLand 07/01/24  
By: Broker/Assoc. Licensee Date



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: 4477 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

An ordinance amending the City of Hartsville Code of Ordinances by amending Appendix A - Zoning, Article VII - Signs and Advertising Devices, Section 5 - Residential and Agricultural Zoning Districts; Permitted Signs.

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**BACKGROUND SUMMARY:**

The Planning Commission reviewed a request to change the ordinance to allow internally lighted signs in a residential zoning district. After review, the Planning Commission recommends to make no changes to allow internally lighted signs in residential zoning districts. However, they made a recommendation to amend the ordinance to correct an omission. The ordinance did not make provisions for signage for all permitted uses in the residential zoning district.

**ATTACHMENTS:**

Description

- ▣ ORD 4477
- ▣ ORD 4477 - Staff Report
- ▣ Planning Commission Minutes 062424

**ORDINANCE 4477**

**AN ORDINANCE AMENDING THE CITY OF HARTSVILLE CODE OF ORDINANCES BY AMENDING APPENDIX A - ZONING, ARTICLE VII - SIGNS AND ADVERTISING DEVICES, SECTION 5 - RESIDENTIAL AND AGRICULTURAL ZONING DISTRICTS; PERMITTED SIGNS.**

**WHEREAS**, the Planning Commission received a request to consider amending the ordinance to allow internally lighted signs in a residential zoning district; and,

**WHEREAS**, the Planning Commission reviewed the request and voted unanimously to not allow internally lighted signs in a residential zoning district; and,

**WHEREAS**, during the review, the Planning Commission determined that there was no language in the ordinance specific to certain permitted uses in residential zones; and,

**WHEREAS**, to correct the omission, Planning Commission voted unanimously to amend the ordinance to include language that provides sign guidelines for all non-residential uses permitted in residential zones; and,

**WHEREAS**, the Planning Commission recommended amending the City of Hartsville Code of Ordinances, Appendix A - Zoning, Article VII - Signs and Advertising Devices, Section 5 - Residential and agricultural zoning districts; permitted signs.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the Hartsville City Code is hereby amended 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 six square feet or a maximum height of four feet.

e. All other non-residential uses permitted in a residential zoning district may erect one freestanding sign not exceeding fifteen (15) square feet in area or a maximum height of six (6) feet. Such signs shall use only external illumination.

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

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and to become effective upon final reading.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

First Reading:  
Public Hearing:  
Final Reading:



## Planning Commission Staff Report

**TO:** Hartsville City Council  
**FROM:** Brenda Kelley, Planning Commission Secretary & Staff Liaison  
**DATE:** July 9, 2024  
**RE:** Internally Lighted Sign In an R-2 Residential Zoning District

### **Notice of the Public Meeting**

Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Friday, June 21, 2024, and duly posted at City Hall.

### **Summary**

The Planning Commission received a request from a funeral home asking them to consider changing the ordinance to allow internally lighted signs in a residential zoning district.

### **Background**

The funeral home is the only new commercial use in a residential zoning district in years with the exception of home occupations that are allowed by ordinance. Except for the school and the adjacent church, no other signs in the residential zoning district are internally illuminated. The school has an exemption in the Sign Overlay Zone. The church is grandfathered.

The Planning Commission tabled the original request to receive additional information from staff. The Planning Commission also wanted to meet with City Council at a work session before voting on approving or disapproving internally lighted signs in residential zoning districts.

City Council met with the Planning Commission during its June work session.

### **Findings**

Allowing an internally lighted sign by ordinance for the funeral home would require amending the ordinance to allow internally lighted signs for all permitted commercial uses in the residential zoning district.

### **Recommendation**

Planning Commission made a recommendation to make no changes to the ordinance to allow internally lighted signs in residential zoning districts. However, they made a recommendation to amend the ordinance to correct an omission. The ordinance did not make provisions for signage for all permitted uses in the residential zoning district.

### **Attachments**

- Ordinance
- Sec. 5 – Residential and agricultural zoning districts; permitted signs amendment

**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 six square feet or a maximum height of four feet.
- e. All other non-residential uses permitted in a residential zoning district may erect one freestanding sign not exceeding 15 square feet in area or a maximum height of six (6) feet. Such signs shall use only external illumination.
- f. Agricultural operations may have one sign that may not exceed a maximum size of 15 square feet or a maximum height of eight feet. Such sign may be lit from the ground but not internally illuminated.

(Ord. No. 1012, art. VII, § 5, 5-11-1993; Ord. No. 4348 , 10-9-2018)



**MINUTES  
CITY OF HARTSVILLE  
PLANNING COMMISSION MEETING  
MONDAY, JUNE 24, 2024 - 5:30PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE**

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDDAY, JUNE 21, 2024, AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE, CALL 843-383-3018.

**Members present:** Chairman Mallory Hankins, Vice-Chairman Warren Felkel, David Carlton, Jennifer Dunleavy, Curtis Lee, Courtney O’Neal, and Patrick Rogers. **Staff:** Michelle Byers-Brown, Brenda Kelley, Matt Winburn, and Intern Alden Rondeau. **Press:** Absent. **Guests:** None.

**Call to Order/Welcome**

Chairman Hankins called the meeting to order at 5:31p.m.

**Approval of Minutes**

Dunleavy made a motion to approve the February 26, 2024, minutes as submitted; Second: Lee. Carried: All in favor.

**Old Business**

**Electronic Message Board Signs**

The planning commission received a request from a church and a restaurant to consider amending the sign ordinance. The current ordinance allows Electronic Message Board signs for government agencies, public schools, and campuses with over ten acres in size.

Staff provided a PowerPoint presentation that displayed a couple of the electronic message board signs in the city. The presentation also included the type signs that both the church and the restaurant requested.

At a previous meeting, there was a question if churches were considered commercial. The planning commission was not in favor of allowing electronic message board signs for commercial businesses at present. The planning commission received information from staff that the 2023 South Carolina Code of Laws, Title 57- Highways, Bridges, and Ferries, Chapter 25 – Outdoor Advertising, Article 3- Highway Advertising Control Act listed several uses and activities that are not considered commercial activities. Churches were included in the list.

Dunleavy made a motion to not include churches and keep the definition as is. Staff shall work with the church to offer alternative solutions. Second: Lee; Carried: Dunleavy, Hankins, Lee, O’Neal, and Rogers voted in favor. Calton and Felkel opposed.

Staff provided a recommended revision to the Sign Overlay Zone. The Planning Commission expressed concerns about clarity and redundancy. The Planning Commission asked staff to provide the original wording with the revision prior to the next Planning Commission meeting.



Each commissioner would make his/her mark ups and email to staff prior to the next meeting. Staff would compile all the markups and provide a newly revised copy to the Planning Commission.

**Internally Lighted Signs in the R-2 Zoning District**

The Planning Commission received a request from a business owner in an R-2 zoning district to consider amending the sign ordinance to allow an internally lighted sign.

Staff provided a PowerPoint presentation of various internally lighted signs and non-internally lighted signs in various zoning districts throughout the city.

Dunleavy made a motion to make no changes to the ordinance to allow internally lighted signs in residential zoning districts; Second: Lee. Carried: All in favor.

The ordinance did not make provisions or spell out all permitted uses in the residential zoning districts. To correct this omission, Hankins made a motion to amend the ordinance to read as follows, “All other non-residential uses permitted in a residential zoning district may erect one freestanding sign not exceeding 15 square feet in area or a maximum height of six (6) feet. Such signs shall use only external illumination.” Second: Dunleavy; Carried: All in favor.

**Definition of Short-Term Rental Units**

At the June Council work session, Council asked the Planning Commission to recommend a definition of a short-term rental unit. Rogers made a motion to define a short-term rental unit as a dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days. Second: Felkel; Carried: All in favor.

**Adjournment**

Hill made a motion to adjourn at 7:42p.m. Second: Hankins. The next meeting is scheduled for Monday, July 29, 2024, at 5:30p.m. in Council Chambers at City Hall.

---

Chairman Mallory Hankins

---

Date



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: 4478 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Ordinance to lease a portion of alleyway at 120 South Fifth Street from Trust Company.

---

**IMPACT IF DENIED:**

Law enforcement officers will not be able to exit from the parking lot to Fifth St. in the case of an emergency.

---

**IMPACT IF APPROVED:**

The City will have access to the alley located beside the Trust Company. Law enforcement officers will be able to exit from the parking lot to Fifth St.

---

**FINANCIAL IMPACT:**

Lease will be \$1.00 annually.

---

**ATTACHMENTS:**

Description

- ▣ ORD 4478
- ▣ ORD 4478 - Lease Agreement

**ORDINANCE 4478**

**TO LEASE A PORTION OF ALLEYWAY AT 120 SOUTH FIFTH STREET FROM TRUST COMPANY.**

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

**WHEREAS**, landowner Will Alexander will lease a portion of its land to the City to for vehicle passage through an alleyway.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the lease for a portion of the alleyway at 120 South Fifth Street, for continued traffic passageway, to be leased from Will Alexander, President of Trust Company for twelve (12) months from July 1, 2024 until June 30th, 2025 is hereby approved.

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

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and to become effective upon final reading.

---

Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

First Reading:  
Public Hearing:  
Final Reading:

**THIS LEASE AGREEMENT** is made and entered by and between **THE CITY OF HARTSVILLE** (hereinafter referred to as Lessee), and **TRUST COMPANY OF SOUTH CAROLINA** (hereinafter referred to as Lessor).

**WITNESSETH:**

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

**LEASEHOLD PROPERTY:** The demised premises hereby leased are described or identified as:

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

**TERM OF LEASE:** This Lease shall be for a period of twelve (12) months, from the 1<sup>st</sup> day of July, 2024, until the 30<sup>th</sup> day of June, 2025. Lessee has the option to renew for a second term, if both parties agree.

**LEASE RATE:** Lessee agrees to pay Lessor as rent for the demised premises one (\$1.00) dollar annually for the term of the lease.

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

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

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

**NOTICES:** All notices required to be given to Lessor hereunder shall be sent by registered or certified mail and all rent payments shall be made to Lessor's agent at:

Trust Company of South Carolina  
PO Box 430  
Hartsville, South Carolina 29551

or to such other address as Lessor may direct from time to time by written notice to Lessee by registered or certified mail.

All notices required to be given to Lessee hereunder shall be sent by registered or certified mail to Lessee at:

City of Hartsville  
100 East Carolina Avenue  
Hartsville, South Carolina 29550

or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

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

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

**SIGNAGE:** All signage must comply with all local codes and ordinances.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the \_\_\_\_ day of \_\_\_\_\_, 2024.

TRUST COMPANY OF SOUTH CAROLINA

CITY OF HARTSVILLE

BY \_\_\_\_\_

BY \_\_\_\_\_

Will Alexander, President  
120 S. Fifth St, Hartsville, SC 29550  
843.332.2601  
[will.alexander39@gmail.com](mailto:will.alexander39@gmail.com)

Daniel P. Moore, City Manager  
PO Box 2497, Hartsville, SC 29551  
843.339.2867  
daniel.moore@hartsvillesc.gov

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, City Clerk  
[city.clerk@hartsvillesc.gov](mailto:city.clerk@hartsvillesc.gov)

{Seal}



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: 4479 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

An ordinance amending the City of Hartsville Code of Ordinances by amending Appendix A - Zoning, Article III - Definitions Used in this Ordinance by adding the term Short-Term Rental.

---

**BACKGROUND SUMMARY:**

City Council requested the Planning Commission to recommend a definition of a short-term rental unit. After review, the Planning Commission recommends defining a short-term rental as "A dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days".

**ATTACHMENTS:**

- Description
- ▣ ORD 4479
- ▣ ORD 4479 - Staff Report
- ▣ Planning Commission Minutes 062424

**ORDINANCE 4479**

**AN ORDINANCE TO AMEND THE HARTSVILLE CITY ZONING CODE, APPENDIX A-ZONING, ARTICLE III- DEFINITIONS OF TERMS USED IN THIS ORDINANCE BY ADDING THE TERM SHORT-TERM RENTAL.**

**WHEREAS**, The Council of the City of Hartsville desires to keep its code of ordinances as up to date and current as possible; and,

**WHEREAS**, the definitions within the code of ordinances must be updated from time to time in order to keep pace with the progress of the Hartsville community and new uses for property and dwellings therein; and,

**WHEREAS**, the Hartsville Planning Commission reviewed this matter during a public meeting on June 24, 2024 and voted unanimously to make a recommendation to Hartsville City Council to adopt the definition of Short-Term Rental; and,

**WHEREAS**, within the Hartsville code of ordinances in Appendix A - Zoning, Article III. - Definitions of terms used in this ordinance; the definition of the term Short-Term Rental needs to be added to the City Zoning Code.

**APPENDIX A-ZONING, ARTICLE III- DEFINITIONS OF TERMS USED IN THIS ORDINANCE.**

Recommended Addition:

**SHORT-TERM RENTAL.** A dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that Appendix A – Zoning, Article III – Definitions of terms used in this zoning ordinance of the City of Hartsville, South Carolina City Code is hereby amended.

**ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and to become effective immediately upon final reading.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

First Reading:  
Public Hearing:  
Final Reading:



## Planning Commission Staff Report

**TO:** Hartsville City Council  
**FROM:** Brenda Kelley, Planning Commission Secretary & Staff Liaison  
**DATE:** July 9, 2024  
**RE:** Definition – Short Term Rental Unit

### **Notice of the Public Meeting**

Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Friday, June 21, 2024, and duly posted at City Hall.

### **Summary**

During the June City Council Work Session, Council asked the Planning Commission to provide a definition for a Short-Term Rental Unit.

### **Definition**

The Planning Commission defined a Short-Term Rental Unit as follows:

“ A dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days.”





**MINUTES  
CITY OF HARTSVILLE  
PLANNING COMMISSION MEETING  
MONDAY, JUNE 24, 2024 - 5:30PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE**

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDDAY, JUNE 21, 2024, AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE, CALL 843-383-3018.

**Members present:** Chairman Mallory Hankins, Vice-Chairman Warren Felkel, David Carlton, Jennifer Dunleavy, Curtis Lee, Courtney O’Neal, and Patrick Rogers. **Staff:** Michelle Byers-Brown, Brenda Kelley, Matt Winburn, and Intern Alden Rondeau. **Press:** Absent. **Guests:** None.

**Call to Order/Welcome**

Chairman Hankins called the meeting to order at 5:31p.m.

**Approval of Minutes**

Dunleavy made a motion to approve the February 26, 2024, minutes as submitted; Second: Lee. Carried: All in favor.

**Old Business**

**Electronic Message Board Signs**

The planning commission received a request from a church and a restaurant to consider amending the sign ordinance. The current ordinance allows Electronic Message Board signs for government agencies, public schools, and campuses with over ten acres in size.

Staff provided a PowerPoint presentation that displayed a couple of the electronic message board signs in the city. The presentation also included the type signs that both the church and the restaurant requested.

At a previous meeting, there was a question if churches were considered commercial. The planning commission was not in favor of allowing electronic message board signs for commercial businesses at present. The planning commission received information from staff that the 2023 South Carolina Code of Laws, Title 57- Highways, Bridges, and Ferries, Chapter 25 – Outdoor Advertising, Article 3- Highway Advertising Control Act listed several uses and activities that are not considered commercial activities. Churches were included in the list.

Dunleavy made a motion to not include churches and keep the definition as is. Staff shall work with the church to offer alternative solutions. Second: Lee; Carried: Dunleavy, Hankins, Lee, O’Neal, and Rogers voted in favor. Calton and Felkel opposed.

Staff provided a recommended revision to the Sign Overlay Zone. The Planning Commission expressed concerns about clarity and redundancy. The Planning Commission asked staff to provide the original wording with the revision prior to the next Planning Commission meeting.

Each commissioner would make his/her mark ups and email to staff prior to the next meeting. Staff would compile all the markups and provide a newly revised copy to the Planning Commission.

**Internally Lighted Signs in the R-2 Zoning District**

The Planning Commission received a request from a business owner in an R-2 zoning district to consider amending the sign ordinance to allow an internally lighted sign.

Staff provided a PowerPoint presentation of various internally lighted signs and non-internally lighted signs in various zoning districts throughout the city.

Dunleavy made a motion to make no changes to the ordinance to allow internally lighted signs in residential zoning districts; Second: Lee. Carried: All in favor.

The ordinance did not make provisions or spell out all permitted uses in the residential zoning districts. To correct this omission, Hankins made a motion to amend the ordinance to read as follows, “All other non-residential uses permitted in a residential zoning district may erect one freestanding sign not exceeding 15 square feet in area or a maximum height of six (6) feet. Such signs shall use only external illumination.” Second: Dunleavy; Carried: All in favor.

**Definition of Short-Term Rental Units**

At the June Council work session, Council asked the Planning Commission to recommend a definition of a short-term rental unit. Rogers made a motion to define a short-term rental unit as a dwelling unit, principal, or accessory, which is rented to transient guests for less than 30 consecutive days. Second: Felkel; Carried: All in favor.

**Adjournment**

Hill made a motion to adjourn at 7:42p.m. Second: Hankins. The next meeting is scheduled for Monday, July 29, 2024, at 5:30p.m. in Council Chambers at City Hall.

---

Chairman Mallory Hankins

---

Date



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 07-24-01 - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Approval of a MOA with SCDJJ.

---

**BACKGROUND SUMMARY:**

The South Carolina Constitution and state and federal laws, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined. The City of Hartsville does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for detention of juveniles.

**ATTACHMENTS:**

Description

- ▣ RES 07-24-01
- ▣ MOA Agreement

**RESOLUTION 07-24-01**

**APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE’S DETENTION CENTER (SCDJJ) AND THE CITY OF HARTSVILLE FOR THE PURPOSE OF HOUSING YOUTH AT THE STATE’S DETENTION CENTER IN COLUMBIA, SOUTH CAROLINA.**

**WHEREAS**, the South Carolina Constitution and state and federal laws, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

**WHEREAS**, the City of Hartsville does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for detention of juveniles; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville, that the above referenced Memorandum of Agreement with the South Carolina Department of Juvenile Justice’s Detention Center (SCDJJ), 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Casy Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

**MEMORANDUM OF AGREEMENT  
FOR THE DETENTION OF JUVENILES**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2024, by and between the South Carolina Department of Juvenile Justice (SCDJJ), by and through its duly authorized employee, and the governing body of City of Hartsville, hereinafter referred to as City of Hartsville, by and through its duly authorized official and/or employee;

**WHEREAS**, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

**WHEREAS**, City of Hartsville does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

**WHEREAS**, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

**WHEREAS**, the General Assembly has mandated that “the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred” be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body’s jurisdictional limits or ordered by the Family Court to be detained;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is agreed as follows:

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830(A), those juveniles who are charged with committing offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as outlined by Section 63-19-820(B) and which the arresting entity determined is necessary to be detained prior to a detention hearing before the Family Court; or
2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or
4. 17 years old and not originally charged in Genera Sessions with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more.

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, City of Hartsville agrees to remove any detainees accepted and detained under criteria 3 above, on or within one week after that detainee's 17<sup>th</sup> birthday and under criteria 4 on or within one week after that detainee's 18<sup>th</sup> birthday.

City of Hartsville agrees to assign an open Purchase Order Number \_\_\_\_\_, to be effective from July 1, 2024 to June 30, 2025.

City of Hartsville agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Hartsville will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill City of Hartsville on a monthly basis; said bills to be sent on or before the 15<sup>th</sup> day of the month after the month where the costs are incurred, with payment to be made on or before the first (1<sup>st</sup>) day of the following month. If City of Hartsville fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide City of Hartsville with a report on City of Hartsville's use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with state law relating to Juvenile Detention and consistent with the criteria outlined in SCDJJ Policy 408 (Community Detention Screening and Detention Hearing Process), no juvenile shall be placed in and/or transported to a SCDJJ detention facility until law enforcement has notified

SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

City of Hartsville shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

**APPROVED:**

\_\_\_\_\_  
Administrator/Manager  
(or other Authorized Official)

*L. Eden H. Hendrick*

L. Eden Hendrick, Executive Director  
South Carolina Department of Juvenile Justice

\_\_\_\_\_  
Date

7/1/2024  
Date



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 07-24-02 - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Express intention of the city to be reimbursed with proceeds of a lease purchase for costs associated with certain capital items.

**ATTACHMENTS:**

Description

- ▣ RES072402



## RESOLUTION 07-24-02

**TO EXPRESS THE INTENTION OF THE CITY OF HARTSVILLE, TO CAUSE THE CITY TO BE REIMBURSED WITH THE PROCEEDS OF A LEASE PURCHASE FINANCING FOR CERTAIN COSTS ASSOCIATED WITH ACQUISITION AND EQUIPPING OF CERTAIN CAPITAL ITEMS LOCATED IN THE CITY, AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City of Hartsville, South Carolina (the “*City*”) hereby declares its intention to reimburse itself for a portion of the original expenditures of the acquisition and equipping of certain capital items, including law enforcement vehicles and related equipment and software, self-contained breathing apparatus and related fire safety equipment, a street sweeper, a vac truck, a utility truck, elevator relay equipment, a zero-turn lawn mower, air conditioning equipment, equipment updates and replacements for the City’s water park, and related equipment for use by the City (collectively, the “*Capital Items*”) with the proceeds of a lease purchase financing to be entered into by the City and a financial institution (the “*Financing*”), in a maximum aggregate principal amount reasonably expected not to exceed \$2,000,000;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Hartsville, and it is hereby determined and declared and resolved by the same, as follows:

(a) no funds from any sources other than the Financing may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City pursuant to the budget or financial policies of the City for the financing of the portion of the costs of acquisition and equipping of the Capital Items to be funded with the Financing;

(b) the City reasonably expects that all or a portion of the original expenditures incurred for the Capital Items and the consummation of the Financing will be paid prior to the date of closing of the Financing;

(c) the City intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Capital Items prior to the closing of the Financing, from the proceeds of the Financing, and such intention is consistent with the budgetary and financial circumstances of the City;

(d) the City intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Capital Items is placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid;

(e) all of the costs to be paid or reimbursed from the proceeds of the Financing, will be for costs incurred in connection with the closing of the Financing or will, at the time of payment thereof, be properly chargeable to the capital account of the Capital Items (or would be so chargeable with a proper election) under general federal income tax principles; and

(f) this Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY OF HARTSVILLE,  
SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Casey Hancock, Mayor

Attest:

\_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 07-24-03 - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Part-time City Judge 3 year appointment

---

**BACKGROUND SUMMARY:**

State Code Section 14-25-15 and City Code Section 26-28 allows for the appointment of a Municipal Judge

**ATTACHMENTS:**

Description

- ▣ RES 07-24-03
- ▣ RES 07-24-03 - Agreement

**RESOLUTION 07-24-03**

**APPOINTMENT OF PART-TIME MUNICIPAL JUDGE.**

**WHEREAS**, State Code Section 14-25-15 and City Code Section 26-28 allows for the appointment of a Municipal Judge; and,

**WHEREAS**, State and City Codes establish the criteria and educational requirements for this position; and,

**WHEREAS**, the current term of Chief Administrative Judge Bryan Braddock expires on June 30, 2024.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville, that Bryan Braddock is appointed to serve as part-time Municipal Judge for a three-year term beginning July 1, 2024, and ending June 30, 2027.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to negotiate and execute the contract.

**NOW, THEREFORE BE IT HEREBY FINALLY RESOLVED**, in meeting duly advertised and assembled the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk

**PART-TIME CHIEF ADMINISTRATIVE JUDGE AGREEMENT**

AGREEMENT made and entered into as of the 1st day of July, 2024, by and between THE CITY OF HARTSVILLE (the "City"), and Bryan W. Braddock, City Judge (the "JUDGE").

WHEREAS, the City desires to engage the services of an Attorney to perform the duties of the position of Part-time Chief Administrative City Judge; and,

WHEREAS, the parties recognize that the Attorney is engaged in the private practice of law and has other clients; and,

WHEREAS, the Attorney has agreed to be engaged to perform the duties of Part-time Chief Administrative City Judge.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services. The City will engage Attorney's services as its Part-time Chief Administrative City Judge, and Attorney accepts the engagement upon the terms and conditions set forth herein.

2. Term. The term of this Agreement shall begin on July 1, 2024 and shall continue until June 30, 2027.

3. Compensation. The City shall pay the Judge for all services rendered under this Agreement the sum of Twenty-Eight Thousand and No Hundred Dollars (\$28,000.00) per year, payable in twelve equal installments. Such payments shall be made with normal payroll withholdings. The Judge shall not receive any benefits and shall not be considered as an employee of the City.

4. Duties. Attorney shall perform the following duties as Part-time Chief Administrative City Judge:

a. Performs judicial activities and oversees the judicial functions of the Municipal Court, insuring conformance with legal requirements. The person in this position works under general provisions set forth by City Council, which is empowered to appoint and remove the Municipal Court

Judge as an officer of the City under the Charter of the City of Hartsville. The Municipal Court, consistent with relevant constitutional provisions, statutes, ordinances and case law, shall maintain its independence from the Executive and Legislative branches, while recognizing that this should be accomplished in a cooperative manner.

b. The person selected must take an oath of office, make judicial findings in conformance with the law, and comply with the Code of Judicial Conduct and be subject to the Rules of Professional Conduct in the State of South Carolina as is applicable to this office. See State Code Chapter 25 Article 1. Sections 14-25-5 – Section 14-25-205 as it pertains to a Municipal Court System.

c. As Part-time Chief Administrative Judge this person shall:

- work with other Municipal Judges, the City Attorney, the Police Department and City Court Administration to set trial dockets and trial priorities.
- Adjust court dates when necessary.
- Answer questions from law enforcement regarding legal issues and policies.
- Take the lead in emergency situations where a bond hearing must be held after normal business hours.
- Responsible to South Carolina Court Administration for reports and questions.

5. Ethical Obligations. Judge shall observe all appropriate Codes of Ethics of the legal profession, the State of South Carolina and as established by the City.

7. Insurance. Judge agrees to obtain and maintain during the term of this Agreement legal malpractice insurance in the amount of at least \$1,000,000.00. In addition, Judge agrees to obtain liability insurance with the City listed as certificate holder. Judge agrees to provide written proof of such insurance coverage to the City at the time this Agreement is entered.

8. Termination. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to this subject matter other than those in this Agreement. This Agreement supersedes all prior agreements, understandings, discussions or negotiations relating to this subject matter. No waiver or modification of this Agreement shall be binding unless it is in writing and signed by the parties hereto.

10. Mutual Drafting. The parties agree that this Agreement has been the subject of negotiations between the parties. The parties further agree that this Agreement is the result of mutual drafting and that this Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that this Agreement may have been prepared by one of the parties.

11. Governing Law. This Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, shall be governed, construed and controlled by and under the laws of the State of South Carolina without regard to principles or conflicts of law.

**IN WITNESS WHEREOF**, the parties have, in duplicate original, executed this Agreement as of the date first above written by the respective parties authorized to execute this Agreement.

**THE CITY:**

**THE CHIEF ADMINISTRATIVE JUDGE:**

\_\_\_\_\_  
**DANIEL P. MOORE, CITY MANAGER**

\_\_\_\_\_  
**BRYAN W. BRADDOCK**

**ATTEST:**

\_\_\_\_\_  
**ANDREA D. CRENSHAW, CMC, CITY CLERK**



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

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 07-24-04 - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

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**BACKGROUND SUMMARY:**

The City posted sealed bids for eight pickleball courts to be installed at Lawton Park. We received three bids, we recommend Talbot Tennis to be awarded the bid.

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**IMPACT IF APPROVED:**

The City will negotiate a contract with the awarded bidder to demolish the existing tennis courts and install eight pickleball courts at Lawton Park.

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**FINANCIAL IMPACT:**

The recommended bidder, also the lowest bidder, submitted a proposal for \$144,900.

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**ATTACHMENTS:**

Description

- ▣ RES 07-24-04
- ▣ RES072404 - Bid Tabulation
- ▣ RES072404 - Talbot Tennis Bid Estimate
- ▣ RES072404 - Smoke Builders--Bid Estimate
- ▣ RES072404 - Terra Athletics--Bid Estimate



**RESOLUTION 07-24-04**

**APPROVAL OF BID AWARD FOR THE INSTALLATION OF EIGHT PICKLEBALL COURTS AT LAWTON PARK.**

**WHEREAS**, the City has decided to install eight outdoor pickleball courts at Lawton Park; and,

**WHEREAS**, the City has advertised, received, and reviewed three bids from contractors; and,

**WHEREAS**, the bidder in the amount of up to One Hundred Forty-Four Thousand Nine Hundred Dollars (\$144,900) is Talbot Tennis, 4225 JVL Industrial Blvd., Suite 504, Marietta, Georgia; and,

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

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that Talbot Tennis is hereby awarded the bid in the amount of up to (\$144,900.00) for the installation of eight outdoor pickleball courts at Lawton Park, located at 716 Prestwood Drive, Hartsville, South Carolina.

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

**NOW, THEREFORE BE IT HEREBY FINALLY RESOLVED**, in meeting duly advertised and assembled the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, City Clerk

**CITY OF HARTSVILLE  
BID TABULATION FORM**

**PROJECT NAME:** Pickleball Courts Installation at Lawton Park


**LOCATION FOR BID OPENING:** Office of Procurement & Risk Manager

**BID OR PROJECT NUMBER:** 240614

**BID DUE DATE AND TIME:** 6/14/24 3:00 pm

<u>BIDDER NAME AND ADDRESS</u>	<u>DATE/TIME</u>	<u>TOTAL BID AMOUNT</u>
<u>Talbot Tennis, 4225 JVL Industrial Blvd. Suite 504 Marietta, GA 30066</u>	<u>6/12/24 12:17 PM</u>	<u>\$144,900.00</u>
<u>Smoke Builders, LLC 3654 Col. Thomson Hwy PO Box 318, St. Matthews, SC 29135</u>	<u>6/14/24 11:12 AM</u>	<u>\$166,478.20</u>
<u>Terra Athletics 2009 Franke Court Augusta, GA 30909</u>	<u>6/14/24 1:40 PM</u>	<u>\$338,197.00</u>

All bids were received in the Procurement & Risk Manager's Office, logged with date and time, opened and read aloud at 3:20 pm on 6/14/2024.

ATTEST:  6/14/24  
City Representative Date

Staff Recommendation to City Manager: Talbot Tennis, 4225 JVL Industrial Blvd., Suite 504,  
Marietta GA, 30066

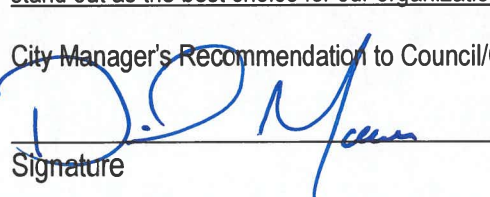
**Explanation of Recommendation:**

Firstly, the bid offered the best value for money in terms of the services and products being provided. The pricing was competitive and aligned with our budget constraints.

Secondly, the bid demonstrated a clear understanding of our needs and requirements. The bidder had taken the time to thoroughly research our organization and tailor their proposal to address our specific challenges and goals.

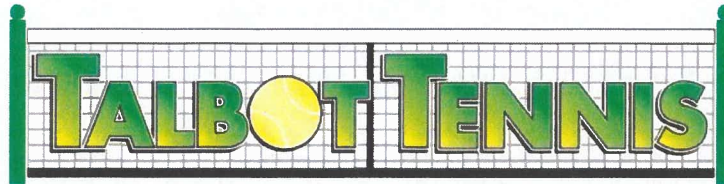
Additionally, the bidder had a strong track record of delivering high-quality work and had positive references from previous clients. This gave us confidence that they would be able to successfully execute the project.

Overall, the combination of competitive pricing, a tailored approach, and a proven track record made this bid stand out as the best choice for our organization.

City Manager's Recommendation to Council/City Manager's Approval:  DM  
Signature Date

Bid tabulations will be furnished upon written request with a self-addressed, stamped envelope. Bid tabulations will not be furnished until such time as an award has been made. Bid tabulations will not be provided via telephone or fax.

CITY CLERK'S OFFICE  
 Place on \_\_\_\_\_ Agenda for City Council approval.  
 cc: Department Head



4225 JVL Industrial Blvd., Suite 504 Marietta, GA 30066  
www.TalbotTennis.com

Proposal for:

June, 2024

**CONSTRUCTION OF EIGHT PICKLEBALL COURTS**

City of Hartsville



u

SAMPLE PROJECTS COMPLETED BY TALBOT TENNIS



**SCOPE OF WORK:** Talbot Tennis will construct eight (8) new Pickleball courts. The city of Hartsville is responsible for removing the two single tennis courts in their entirety, including all fencing, footers, versa courts, grass, etc. Talbot Tennis will then perform fine grading, crusher run stone, asphalt, and surface system. The site should have at least 95% compaction and approximately a 1% fall in one direction. All fencing to be done by others.

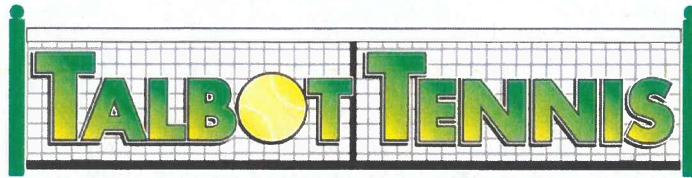
**GRADING:** Removal of the two current tennis courts, including sport tiles, all concrete footers, and fencing to be performed by city or others. City will also grade and remove grass and top soil that exists between the two courts. If grass strip remains or additional grading is required by Talbot Tennis, please add \$6,800 per day for Talbot Grading.

**PAVING:** 1906 square yards – Double Court Pad (143' x 120')

Both the sub-base & the crusher run stone will be thoroughly rolled and fine graded by Talbot Tennis with a Laser Guided Motor Grader.

- Add 4" of GAB to sub-base
- To insure a true and accurate surface plane, asphalt surfacing shall be accomplished by means of a mechanical self-propelled paving machine.
- Haul and lay 2" asphalt type "F" course (grade tolerance 1/8" in 10 feet). Talbot Tennis cannot guarantee the asphalt hot mix and/or base materials will be free of all impurities (iron ore, clay balls, wood chunks, etc.) as they are received from area suppliers.

**FENCING:** All fencing to be performed by others.



4225 JVL Industrial Blvd, Suite 504 Marietta, GA 30066  
www.TalbotTennis.com

Proposal for:

June, 2024

**CONSTRUCTION OF EIGHT PICKLEBALL COURTS (cont.)**  
City of Hartsville

**SURFACE SYSTEM:**

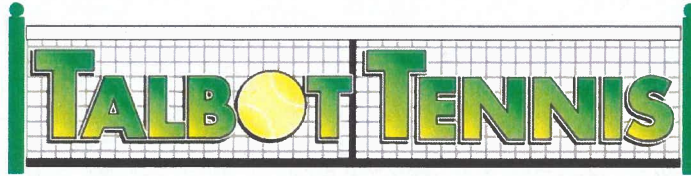
Choice of Colors: \_\_\_\_\_ interior + \_\_\_\_\_ exterior of court.



[http://americas.sti-sports.com/sti/americas\\_site/en/product/laykold\\_tennis.html](http://americas.sti-sports.com/sti/americas_site/en/product/laykold_tennis.html) - Click here for interactive color chart

All products manufactured by Laykold and will be performed in compliance with the American Sports Builders Association specifications. The asphalt must properly cure for at 17 days, and Talbot Tennis will then flood the entire court area with water. Any areas holding water deep enough to cover a nickel (after one hour drying time) shall be leveled with a binder, resurfacer and sand mix.

- \* Apply TWO (2) applications of Laykold acrylic resurfacer over entire court.
- \* Apply two coats of fortified color coats to surface
- \* Paint pickleball court lines with Laykold textured line paint.
- \* Install new Douglas 2 7/8" net posts anchored in 24" diameter by 36" deep concrete bell shaped footings, topped with asphalt.
- \* Install new Douglas pickleball nets & nylon center straps and ground anchors.



4225 JVL Industrial Blvd, Suite 504 Marietta, GA 30066  
[www.TalbotTennis.com](http://www.TalbotTennis.com)

**Proposal for:**

**June, 2024**

**WARRANTY:** All new construction is guaranteed for One (1) year against premature wear, discoloration, de-lamination, and defects in materials and workmanship. Normal wear and tear, abuse and acts of god or nature are excluded.

**BASE PRICE: \$144,990 One Hundred Forty-Four Thousand Nine Hundred Ninety Dollars**

**OPTION:**

**Fencing:** Scope of work is approximately 526 linear feet of 8' fence and 143' of 4' tall divider fence between the north and south sets of courts.

- Install 3" O.D. color coated terminals and gateposts.
- Install 2 1/2" O.D. color coated line posts
- Install new nine gauge 2" vinyl coated wire fabric.
- Install new color coated 1 5/8" top rail, with 7 gauge ground tension wire.
- Install gates (up to three) at owners select location

OPTION PRICE FOR FENCE:

Add: \$32,400 \_\_\_\_\_ initial

**Acceptance of Contract:**

\_\_\_\_\_  
City of Hartsville Authorized Rep

\_\_\_\_\_  
Talbot Tennis  
Michael McGrath

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Hartsville, South Carolina

June 14, 2024

RFQ NO 20240614

Proposal Contents: McGrath Industries DBA Talbot Tennis

A: Statement of Qualification

Attached

B: Estimated Start Date

We can start within 2 weeks of notice to proceed or as early as July.

C: Scope of Work

Attached

D: Proof of Insurance and state licenses

Attached

E: Conflict of Interest Statement

No conflicts

# McGrath Industries dba TALBOT TENNIS

4225 JVL Industrial Park Drive, Suite 504 Marietta, GA 30066

Office 770.552.5200

[www.TalbotTennis.com](http://www.TalbotTennis.com)

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## Statement of Qualifications: McGrath Industries dba Talbot Tennis

### Certified Tennis Court Builder

Michael Robinson (Vice President) of McGrath Industries LLC dba Talbot Tennis is a Certified Tennis Court Builder recognized by the American Sports Builders Association – Certificate expires 12/31/2026

<http://www.sportsbuilders.org/tennis/ctcb.cfm>

### SC GC Contractors License – AP-4 115204 License Number

**History of Firm** – McGrath Industries was incorporated in 1976. Mike McGrath has been the owner since 2003 (21 years) and Michael Robinson has been an owner since 2019. Prior to McGrath Industries dba Talbot Tennis, Mike was employed by Ernst & Young as a Senior Management Consultant to Fortune 500 companies, assisting them with reengineering, business intelligence, and valued engineer solutions. Mike has extensive project management experience managing over 50 large scale tennis court construction projects over the last 21 years. Mike has published numerous articles in the tennis court construction industry. In addition to Mike McGrath, Michael Robinson is the Vice President, Chief Estimator and Senior Project Manager with extensive experience managing residential, commercial, industrial, educational and heavy civil projects. Michael has worked directly with Owners, Construction Manager's and General Contractor's. Michael's expertise in grading, utilities, asphalt, electrical, concrete and all facets of civil construction are extremely valuable. Michael has over 30 years of estimating and project management experience related to site work, soil compaction, testing, erosion control, utilities and overall project management. Talbot Tennis's experience with all types of sport court surfaces, processes, equipment, and quality control is a tremendous asset. Our surfacing crews have over 100 years of combined experience and are known as some of the best in the industry. Talbot Tennis utilizes both in-house fencing crews and subcontractors that are experts in the installation of sport court fencing. Our asphalt paving subcontractors specialize in the construction of athletic facilities. We typically construct approximately 100 courts per year and repair and resurface an additional 200 courts or so each year.

**Litigation:** McGrath Industries dba Talbot Tennis has never been involved with any Litigation associated with either owners or architects.

**Minimum Qualifications:**

I certify that our firm and its principals are not currently ineligible, debarred, suspended or otherwise excluded from bidding or contracting by any state or federal agency, department or authority.

**Project References:**

**Lakeside Park – Evans, GA – 2020 – Columbia County Parks & Recreation – Roy Mutimer – Blair Construction -** Constructed six tennis courts from the ground up. Our scope of work included fine grading the subgrade, GAB, asphalt paving, fencing, tennis court equipment, pickleball court striping, tennis court surfacing and striping.

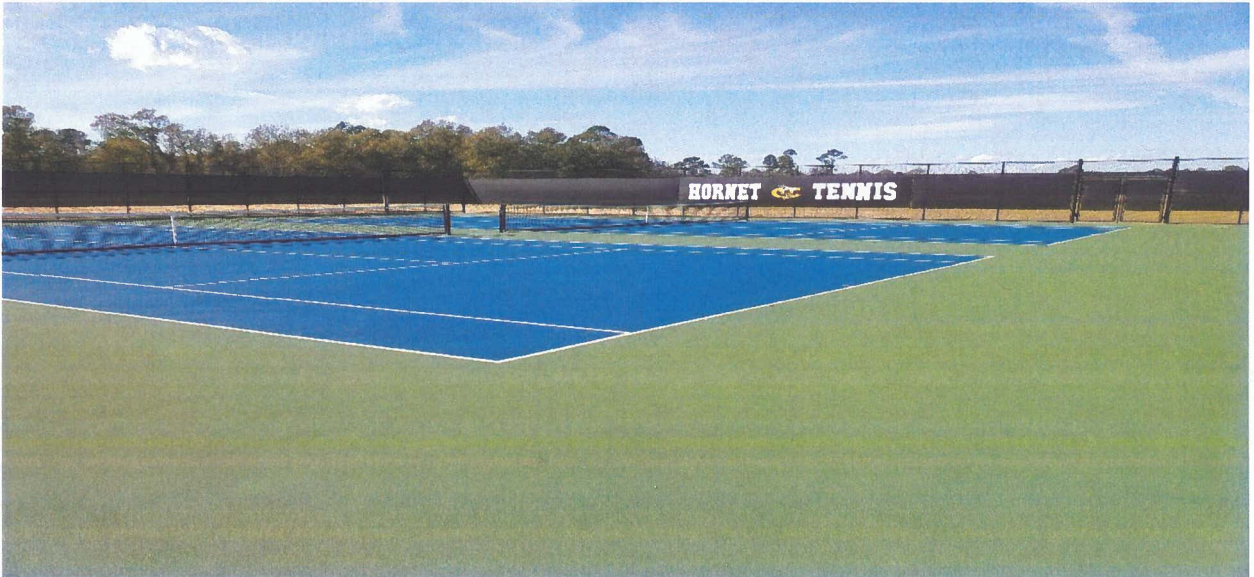


**Lee County Tennis Courts – Bishopville, SC – 2023 – Lee County, SC – Alan Watkins –** Our scope of work included the construction of six tennis courts and two pickleball courts. The scope of work included fine grading the subgrade, placing, compacting and fine grading the GAB, placing and compacting the tennis court asphalt, tennis and pickleball court fencing, tennis court and pickleball court equipment and surfacing & striping of the tennis and pickleball courts.





**Cook High School – Adel, GA – 2019 – JCI Contractors - Adam Hurst -** Our scope of work involved the construction of eight tennis courts and included fine grading of the subgrade, placing, compacting and fine grading the GAB, placing and compacting the tennis court asphalt, curb around the perimeter of the tennis courts, tennis court fencing, sidewalk between the tennis courts, tennis court windcreens, tennis court equipment, and surfacing & striping of the tennis courts.



**Latitude Margaritaville – Hardeeville, SC – 2019 – Minto – Chris Reese –** Construct new tennis courts and pickleball courts. Our scope of work included, fine grading the subgrade, placing and compacting the GAB, asphalt paving, tennis and pickleball court equipment, canopies, windcreens, cushion surfacing and striping.



**Monroe High School – Albany, GA – 2018 - JCI Contractors - Jason Norris - Constructed a Triple Tennis Courts – Our scope of work including fine grading the subgrade, installation of GAB and paving, Fencing, Surfacing and Striping and Tennis Court Accessory's.**



**College of Coastal Georgia – Brunswick, GA – 2011 - Gary Strickland, Supervisor, 912-279-5835 – We removed the existing tennis courts and reconstructed 12 new courts along with 12 drinking fountains, sidewalks, and lights.**



**Tennis Court Construction Projects Completed within the Last 5 Years:**

Chesnee High School – Chesnee, SC

Spartanburg High School – Spartanburg, SC

North Paulding High School – Dallas, GA

Pope High School – Marietta, GA

Lee County Tennis Courts – Bishopville, SC

Latitude Margaritaville – Hardeeville, SC

Monroe High School – Albany, GA .

McDonough High School – McDonough, GA

Morgan County – Madison, GA

Cook High School – Adel, GA

Harrison High School – Kennesaw, GA

Valdosta High School – Valdosta, GA

Cherokee Veterans Park – Canton, GA

Maude Edenfield Park – North Augusta, SC

Lakeshore Park – Dalton, GA

Lakeside Park – Evans, GA

**Differentiation:**

Talbot Tennis specializes in the construction of large sport complexes throughout the southeast United States. We are known as an industry leader in the construction, reconstruction, repair and resurfacing of sport courts. We provide the best products and service in the tennis and pickleball industry.





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/7/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Wes DuBose	
North Atlanta Insurance, LLC		<b>PHONE (A/C, No, Ext):</b> (770) 271-5789	
1325 Satellite Blvd NW Suite 1004		<b>FAX (A/C, No):</b>	
Suwanee GA 30024		<b>E-MAIL ADDRESS:</b> wes@northatins.com	
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER A :</b> OWNERS INS CO	32700
McGrath Industries, LLC		<b>INSURER B :</b> WESCO INS CO	25011
4225 Jvl Industrial Park Dr		<b>INSURER C :</b>	
Ste 504		<b>INSURER D :</b>	
Marietta GA 30066		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES                                  CERTIFICATE NUMBER:                                  REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	80328792	03/05/2024	03/05/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input type="checkbox"/> <b>ANY AUTO OWNED AUTOS ONLY</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input checked="" type="checkbox"/> <b>19</b>	Y	Y	5434889100	03/05/2024	03/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> <b>RETENTION \$ 10,000</b>			5434892200	03/05/2024	03/05/2025	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WVC3667674	09/30/2023	09/30/2024	PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							1

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Wes DuBose</i></p>
Information Only	

**CONTRACTOR'S LICENSING BOARD**

LICENSE#: CLG.115204

LICENSE#: CLG.115204

**MCGRATH INDUSTRIES LLC**  
4225 JVL INDUSTRIAL PARK DR STE 504  
MARIETTA GA 30066

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

**GENERAL CONTRACTOR**

for each Classification and Group Limitation listed below:

**Asphalt Paving-AP4**

*(If this license has a "Limited Building" classification, licensee is limited to 3 stories in height)*

LICENSE NUMBER: .....CLG.115204  
Initial License Date:.....06/15/2009  
EXPIRATION DATE: .....10/31/2024

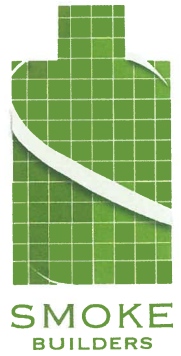
  
Administrator

**Group Limitations/\$ Amounts Per Job:**

Group #1 - \$50,000	Group #2 - \$200,000
Group #3 - \$500,000	Group #4 - \$1,500,000
Group #5 - \$Unlimited	

Qualifying Party(s): MICHAEL MCGRATH

[It is at the discretion of this licensee to designate whomever they choose to pull permits and conduct business in their behalf.]



Smoke Builders, LLC  
 2654 Col. Thomson Hwy  
 P.O. Box 318  
 St. Matthews, SC 29135  
 PHONE#: 704/604-7731 FAX #: 803/874-2654

TO: Town of Hartsville  
716 Prestwood Dr  
Hartsville, SC 29550

Date: June 14, 2024
Attention: Amber Matthews
Re:
Project: Pickleball Courts at Clubhouse
Sport Master or Laykold Product used

1	Tennis Court 145 x 120	Labor and material to pave a 145ft x 120ft pad with 6" of crush run base material and 2" of asphalt roll and compacted for drainage. Asphalt pad will be within the fence line and taper to the poles.  Asphalt will be drilled and net pole sleeves will be set in a concrete base.
8	Pickleball Courts	Apply two coats of Acrylic resurfacer and two coats of Acrylic color concentrate White Acrylic line paint for all 8 pickleball court lines. Two standard colors are included.
	<b>Total</b>	<b>\$163,873.00</b>
8	Pickleball nets	3mm braided 21ft 7" x 3 -1/4ft, 2-1/2 dbl layered vinyl headband and double top 6 mesh body and fiberglass dowels, tournament tapered for 36" at post and 34" at center \$325.65 ea

Clarifications to Price:

1. No Mechanical, electrical, or plumbing
2. No landscaping included
3. Bent or damaged fence material will need to be replaced at cost.
4. Asphalt must cure for 30 days and then tested prior to coatings being applied.
5. Underground conditions are not known and not included in cost of asphalt base.
6. Water to be available at the site by Owner

COPY TO: \_\_\_\_\_

SIGNED: \_\_\_\_\_

## Ball Boys, LLC

Since the inception of Ball Boys in 2020, we have done numerous pickleball, basketball and tennis courts. Having grown up with a tennis court, I moved home in 2020 looking to continue playing. The old court needed some work and Sport Master was happy to use the opportunity to train me and my men in the process of court repair and resurfacing. We have done complete courts from the ground through the fence, lights, and concrete / asphalt and we have repaired poor condition courts with Rite Way as well.

### Exclusions and Inclusions

1. No mechanical or plumbing included
2. No landscaping included
3. Slab is all asphalt and no concrete border.
4. Courts will be laid out according to the orientation of the drawing provided on the court surface.
5. Water to be available onsite by the Owner.
6. No permit drawings or design professionals included
7. 2 colors for courts. Perimeter court and playing area.

### Prior Work

1. Pickleball courts for Evolve
  - a. Surf City, NC
  - b. Sneads Ferry, NC
  - c. Top Sail, NC
  - d. Holly Ridge, NC
2. Pickleball courts for various personal clients in SC

### **3. Tennis courts for**

- a. Hawthorne Development, Oak Island, NC. New court, lights, and fence**
- b. Williamsburg HS, Kingstree, SC - 3 new courts and a basketball court with new fencing.**
- c. Univ of SC Solomon Blatt PE center - 3 courts with extensive Rite Way repairs and interior pickleball color for courts inside of tennis courts**
- d. Cane Bay High School, Goose Creek, SC - 6 tennis courts with Rite Way repairs and resurfacing repairs.**
- e. Phillip Simmons High School, Mt Pleasant, SC - 2 new courts and 2 refurbished courts. 4 total**
- f. Crowfield Plantation, Goose Creek, SC - 2 courts. Removed fencing and new asphalt for courts with reinstalled fencing that was painted prior to resurfacing and color for courts. Interior pickleball lines installed as well.**
- g. Town of Cameron, SC – 2 courts with extensive repairs and resurfacing. 1 of the courts revised to 2 pickleball courts**

### **References**

- 1. April Lipps, Crowfield Management, 843-572-4758**
- 2. Michael Barrineau, Williamsburg School Dist, 843-355-5571**
- 3. Michael Buckland, Evolve Co. , 910-905-0346**
- 4. David Summers, Town of Cameron , 803-600-2642**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Noble Insurance Advisors 2101 Rexford Rd Ste 150-W Charlotte NC 28211	<b>CONTACT NAME:</b> Lee Calkins	
	<b>PHONE (A/C No, Ext):</b> 704-550-4966	<b>FAX (A/C, No):</b> 704-817-4772
<b>E-MAIL ADDRESS:</b> calkins@nobleia.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Frankenmuth Mutual Ins Co.		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1659550266 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6656094	3/8/2024	3/8/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6656093	3/8/2024	3/8/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6656094	3/8/2024	3/8/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;">             Y/N <input type="checkbox"/> N/A           </div>			6656092	3/8/2024	3/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equip			6656094	3/8/2024	3/8/2025	Limit Ded.	\$20,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RFP # 24038

<b>CERTIFICATE HOLDER</b>  County of Greenville 301 University Ridge, Ste 100 Greenville SC 29601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION  
**CONTRACTOR'S LICENSING BOARD**

CCB 1079515

LICENSE#: CLG.114039

LICENSE#: CLG.114039

**SMOKE BUILDERS LLC**  
2654 COL. THOMSON HWY  
ST. MATTHEWS SC 29135

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a  
**GENERAL CONTRACTOR**

for each Classification and Group Limitation listed below:

**Building-BDS**

(If this license has a "Limited Building" classification, licensee is limited to 3 stories in height)

LICENSE NUMBER: .....CLG.114039

Initial License Date: .....03/17/2008

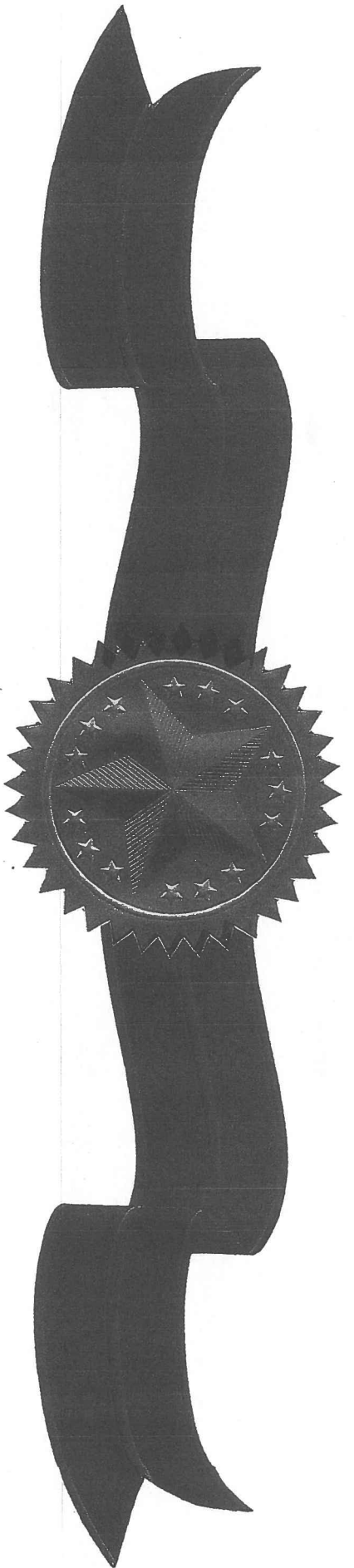
EXPIRATION DATE: .....10/31/2024

  
Administrator

**Group Limitation Amounts Per Job:**  
Group #1 - \$50,000    Group #2 - \$200,000  
Group #3 - \$500,000    Group #4 - \$1,500,000  
Group #5 - \$unlimited

Qualifying Party(s): TATUM W GRESSETTE III

(It is at the discretion of this licensee to designate whomver they choose to pull permits and conduct business in their behalf.)



# **SportMaster<sup>®</sup>**

**SPORT SURFACES**

## **Authorized SportMaster Applicator**

This is to attest that

# **Smoke Builders LLC**

whose principle office is located in St. Matthews, South Carolina, has met or exceeded all of the integrity, equipment, personnel, financial, training, insurance, licensing, and marketing requirements to qualify as a SportMaster Applicator. This contractor has demonstrated the ability to proficiently apply SportMaster surfaces with excellence.

  
Robert A. Krebs, President  
Krebs Companies dba  
SportMaster

Date

6/5/2020

# Riteway Crack Repair

Certified Installer

Smoke Builders LLC

As a certified installer of the Riteway Crack Repair System.

As a certified Riteway Crack Repair Installer you are qualified to install the Riteway Crack Repair System to the full confidence of Riteway Tennis

Products of Branford, Connecticut.

  
Mike Reed

Date

2/14/23

# Riteway

Internal Use:

Riteway Certified Installer Number: \_\_\_\_\_

ID-101 29135



2009 FRANKE COURT, AUGUSTA, GEORGIA 30909 - PHONE: 706.831.8913

June 13, 2024

Ms. Amber Matthews  
Mr. Kendrick Robinson  
City of Hartsville  
100 E Carolina Avenue  
Hartsville, SC 29550

**RE: RFQ# 20240614 – Construction and Installation of 8 Pickleball Courts at Lawton Park**

Ms. Matthews and Mr. Robinson,

Terra Athletics, a division of Terra Excavating LLC, thanks you for the opportunity to review this project for the City of Hartsville. We respectfully submit the enclosed Cost Estimate and Proposal Submittal reflecting your RFQ, and welcome open dialog with any questions you may have regarding this transmittal.

In response to a request, I will forward to you, images of our successful sports installations or you may view a sampling of our projects at our website, [www.terraathletics.net](http://www.terraathletics.net).

As detailed in our past performance in the Proposal Submittal, we have successfully worked with private owners, clubs, homeowners' associations, counties, municipalities, and government agencies to bring the enjoyment of sports and recreations to thousands of enthusiasts. We would be delighted to have the opportunity to partner with you and the City of Hartsville on this exciting, upcoming project.

Thank you again for the opportunity to review your project. We look forward to hearing from you.

A handwritten signature in black ink that reads "Jenna Yost-Hodges". The signature is stylized and cursive.

Sole Member



2009 FRANKE COURT, AUGUSTA, GEORGIA 30909 - PHONE: 706.831.8913

**Cost Estimate**

**RFQ# 20240614**

**Construction and Installation of 8 Pickleball Courts at Lawton Park  
Hartsville, South Carolina**

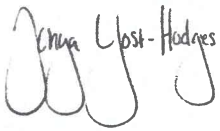
Description	Quantity	Units
<b>General Conditions</b>		
A. Insurance & Safety	1	LS
B. Supervision	120	Days
<b>Permits &amp; Business License</b>		
	1	LS
<b>Design Build Services</b>		
	1	LS
<b>Mob &amp; Demob</b>		
A. Site Prep	4	EA
B. Concrete	2	EA
<b>Staking &amp; Layout</b>		
	1	LS
<b>Sitework (Erosion, Site Prep, &amp; Utilities)</b>		
<b>Sediment &amp; Erosion</b>		
A. Silt Fence	410	LF
B. Construction Entrance	1	EA
<b>Earthwork &amp; Utilities</b>		
A. Topsoil Strip & Stockpile	1	LS
B. Export/Import	1	LS
<b>Agg Base, Material, Haul &amp; Set Up</b>		
B. GAB Material, Haul & Set Up - courts	387	TN
<b>Misc</b>		
A. Compaction & Proof Roll Testing	4	EA
<b>Fine Grading</b>		
A. Fine Grading	16,920	SF

<b>Concrete (Flatwork &amp; Net Post Foundations)</b>		
A. Sidewalks	0	LF
B. Net Post Foundations	16	EA
C. Center Strap Foundations	8	EA
<b>Asphalt Pavement</b>		
A. Courts	1,880	SY
<b>Fencing</b>		
A. 4' Divider Fence	131	LF
B. 4' Perimeter Fence	522	LF
C. 4' Gate in Perimeter	2	EA
<b>Sport Specialties:</b>		
A. Sport Surface Coatings	1	LS
B. Windscreens	0	LF
C. Nets & Posts	1	LS
<b>Total</b>	<b>\$338,197.00</b>	

**Notes and exclusions:**

1. Terra Athletics, a division of Terra Excavating, LLC, is a Woman Owned Small Business (WOSB).
2. Estimate assumes all demo is completed by the City prior to our mobilization
3. Installation to meet or exceed standards set forth by American Sports Builder Association.
4. Acrytech branded sport surface included in estimate. Sport surface installed utilizing (2) coats of acrylic resurfacer, (2) coats of UV color guard sport surface and line paint all installed per manufacturers recommendations.
5. Birdbaths or any hardsurface court irregularities will be leveled per USAPA standards.
6. No demo, bonds fees, lighting or landscape included in estimate.
7. Payment terms not to exceed 30 days.
8. This price listed is a cost estimate and does not include any unforeseen items, buried materials, unsuitable soil or rock excavation.
9. This cost estimate is good for 60 days.

Completed and approved on June 13, 2024, by:



Sole Member of  
Terra Athletics, a division of Terra Excavating, LLC



2009 FRANKE COURT, AUGUSTA, GEORGIA 30909 - PHONE: 706.831.8913

## **Proposal Content, Timetable, Scope and Approach Submittal**

**RFQ# 20240614**

### **Construction and Installation of 8 Pickleball Courts at Lawton Park Hartsville, South Carolina**

- Provided below are the "Proposal Contents" as requested in the RFQ reference above. -

**A. Company Info, References and Project Manager:** Terra Athletics' primary office is located at 2009 Franke Court, Augusta, Georgia and in recent years, while working throughout the southeast, has established a satellite office in Bluffton, South Carolina to serve customers and clients in the Carolinas. For nearly a decade, Terra Athletics has successfully worked with private owners, clubs, homeowners' associations, counties, municipalities and government agencies to bring the enjoyment of sports and recreation to thousands of enthusiasts. Our past performance listed below is a sampling of sports installation history from 2017 to current:

- Double tennis and pickleball court installation for Jefferson County, Georgia,
- Double pickleball court installation for private resident
- Four pickleball court installation for West Lake Country Club
- Double tennis and four pickleball court installation for Woodbine West HOA
- Four pickleball court installation for Cedar Creek Property Owners Association
- Four pickleball court installation for The Reserve Club at Woodside Plantation
- Four pickleball court installation for Barnwell County and the Barnwell YMCA
- Single tennis and four pickleball court installation for Blackville-Hilda High School
- Double pickleball court and half-size basketball court installation for USC Aiken
- Demo & new install of four clay tennis courts with sub-surface irrigation for Palmetto Bluff, SC



- In-progress, demo and rebuild of 13 hard surface tennis courts for Columbia County, Georgia
- In-progress, construction and install of 7 pickleball courts and 4 tennis courts in Florence, SC

Upon award, myself, Tonya Yost-Hodges, Owner and Project Manager for the Carolinas will be your primary contact. A short listing of references for the company and myself are as follows:

Pam Rush – Axis 1 & Barnwell County

Tim Bennett – Barnwell County & Barnwell YMCA

Martin Aviles – Palmetto Bluff

Darrell Williams – West Lake Country Club

I am happy to advise any of the above references of your contact details if you wish to speak to them directly.

**B. Construction Timeline:** Terra Athletics would typically request 120 days for the construction phase of 8 pickleball courts considering the cure time of 21-30 days following the hard surface court installation, prior to sport surface installation. Considering all approvals, permits, etc. are in place, Terra Athletics will be ready to begin the project within 15-30 days of the award.

**C. Scope of Work Approach:** Following award and project groundbreaking prerequisites as listed above, and assuming all demo and lighting relocation/removal has been completed by the City, we offer the following typically work plan our organization follows for court building:

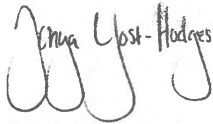
- Underground utility locates completed
- Mobilization
- Complete site staking & layout
- Installation of BMPs for erosion control
- Subgrade preparation based on specifications to include compaction
- Grade subgrade utilizing laser guided machinery
- Installation of base stone for hard surface court to include compaction
- Fine grade base stone to slope and standard set forth by USAPA
- Installation of net post foundations with sleeves per American Sports Builder specification
- Installation of hard surface court per standard (cure time begins)
- Installation of perimeter and divider fencing per design
- Flood courts to determine and mark any irregularities, birdbaths, etc. and fill per standard
- Installation of sport surface per manufacturer specifications

- Installation of nets and posts

**F. Insurance & Licensing:** Attached you will find a copy of our Certificate of Insurance, a copy of our South Carolina General Contractors License and a Letter of Bondability offered by our insurance company.

**G. No Conflict Statement:** I hereby declare there is no conflict of interest between the City of Hartsville and Terra Athletics, a division of Terra Excavating, LLC., that the disclosed information is correct and no other situation of real, potential, or apparent conflict is known to me. I undertake to inform you of any change in these circumstances, including if an issue arises during the course of the meetings or work itself.

Completed and approved on June 13, 2024, by:

A handwritten signature in black ink that reads "Emma Gost-Hodges". The signature is written in a cursive style with a large initial 'E'.

Sole Member of  
Terra Athletics, a division of Terra Excavating, LLC



# Certificate of Achievement

THIS ACKNOWLEDGES THAT

**Terra Athletics**

**HAS BEEN RECOGNIZED AS A CERTIFIED INSTALLER**

January 01, 2026

A handwritten signature in blue ink, appearing to read 'Brad Carroll'.

BRAD CARROLL, PRESIDENT

AT Sports (ACRYTECH)  
189 Etowah Industrial Court  
Canton GA 30114

Expiration January 1, 2025



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McAuliffe Realty Company, Inc. dba Insurance Services of Augusta 5 George C Wilson Ct Augusta GA 30909	<b>CONTACT NAME:</b> Insurance Services of Augusta	
	<b>PHONE (A/C No. Ext):</b> 706-738-0411	<b>FAX (A/C No.):</b> 706-738-0371
<b>E-MAIL ADDRESS:</b> certs@1917ins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Terra Excavating, LLC	<b>INSURER A :</b> The Ohio Casualty Ins. Co.	24074
	<b>INSURER B :</b> NGM Insurance Company	14788
	<b>INSURER C :</b> Ohio Security Insurance Co.	24082
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER: 79080659** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BKO59355025	9/12/2023	9/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			B1G4343U	9/12/2023	9/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO59355025	9/12/2023	9/12/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			XWSS9355025	10/21/2023	10/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			BMO 59355025	3/12/2023	3/12/2024	Limit 500,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# INSURANCE SERVICES OF AUGUSTA

INSURANCE SINCE 1917

5 George C Wilson Ct • Augusta, GA 30909 • Phone: 706.738.0411 • Fax: 706.738.0371

[www.1917ins.com](http://www.1917ins.com)

December 10, 2023

RE: Terra Excavating, LLC

To Whom It May Concern:

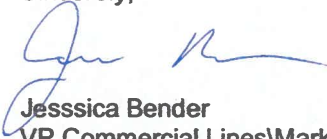
Old Republic Surety Company, provides surety bonds to Terra Excavating, LLC. In our opinion, Terra Excavating, LLC remains properly financed, well equipped and capably managed. Old Republic Surety Company currently provides a \$1,500,000 aggregate surety program to Terra Excavating, LLC.

Old Republic Surety Company would consider larger single projects and program aggregate if needed. As always, Old Republic Surety Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Our consideration and issuance of bonds is a matter solely between Terra Excavating, LLC, ourselves, and Old Republic Surety Company. Old Republic Surety Company assumes no liability to third parties or to you by issuance of this letter.

Old Republic Surety Company, P.O. Box 1635 Milwaukee, Wisconsin 53201, has an A.M. Best "A+" Superior rated with a financial strength of "XV" Old Republic Insurance Company has an A.M. Best "A+" Superior rated with a financial strength of "XV" and is listed on the U.S. Treasury Department's Listing of Approved Sureties.

Please feel free to contact me with any questions.

Sincerely,



Jesssica Bender  
VP Commercial Lines\Marketing  
Attorney-In-Fact\Old Republic Surety  
Insurance Services of Augusta



[Print this page](#)

**Board: Commercial Contractors**

**TERRA EXCAVATING LLC**  
1760 GORDAN HWY  
AUGUSTA, GA 30904  
(706)831-8913

License number: 123000  
License type: GENERAL CONTRACTOR  
Status: ACTIVE  
Expiration: 10/31/2024  
First Issuance Date: 09/14/2020  
Classification:  
Grading-GD4

Qualified By: Financial Statement  
President / Owner: TONYA YOST-HODGES

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By  
**HODGES TONYA (GGG)**

[File a Complaint against this licensee](#)

**Board Public Action History:**

[View Orders](#) [View Other License for this Person](#)  
[No Orders Found](#)



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Enter Executive Session Resolution Number: - REGULAR  
MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Motion to enter Executive Session.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Exit Executive Session Resolution Number: - REGULAR  
MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Exiting Executive Session and Verifying Executive Session Items discussed.





REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

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:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 07-24-05 - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Appointments are needed to fill vacancies on boards, committees and commissions appointed by City Council.

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**IMPACT IF DENIED:**

Lack of a quorum on boards, committees and commissions.

**ATTACHMENTS:**

Description

- ▣ RES 07-24-05

**RESOLUTION 07-24-05**

**APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES.**

**WHEREAS**, appointments are needed and have been advertised to fill vacancies for terms expiring 6/30/2024 or unexpired terms on various city boards, committees, and commissions; and,

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that the following appointments are made for the terms as indicated below:

<u>Committee</u>	<u>Appointed/Position</u>	<u>Term Ends</u>
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**BE IT HEREBY RESOLVED**, in meeting duly advertised and assembled on the \_\_\_\_ day of \_\_\_\_ 2024.

\_\_\_\_\_  
Casey Hancock, Mayor

ATTEST: \_\_\_\_\_  
Andrea D. Crenshaw, CMC, City Clerk



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/9/2024

To: City Council  
From: City Manager

Ordinance Number: Council Calendars Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

City Council and Hartsville Events Calendars etc.

**ATTACHMENTS:**

Description

- ▣ July 2024
- ▣ August 2024
- ▣ July 2024 City Events
- ▣ MSH Calendar of Events

# July 2024

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2	3	4 Independence Day Holiday - City Offices Closed	5	6
7	8 Destination Downtown Promotion - July 8th to 5:00pm Parking, Beautification & 5:30pm Airport Advisory Bd - Airport Board	9 10:00am Arts & Crafts Class - Family Flip Flop 4:00pm HHA - S. Park Apts (Hartsville) 5:30pm Council Regular Mtg - Chambers - City	10	11	12	13 9:00am Hartsville Farmer's Market (Cargill Way (Cargill 8:30pm Screen on the Green Double Feature - Ratatouille & Clueless
14	15	16 6:00pm Chats & Cheers @ SPC Credit Union (SPC Credit Union (204 N 5th St, Hartsville, SC 29550)) - City.Clerk	17 5:15pm ARB Mtg - Chambers - City Council	18 19 MASC Annual Meeting - Greenville, SC		20 6:00pm Downtown Block Party (E College Ave (E College Ave, Hartsville, South Carolina 29550)) - City.Clerk
21 MASC Annual Meeting - Gre	22	23	24	25 Christmas in July @ Neptune Island Waterpark (Neptune Island Waterpark (1109 14th St, Hartsville, SC 29550)) - City.Clerk	26	27
28	29 5:30pm Planning Comm - Chambers - City Council 5:30pm Master Plan Public Input Session in Focus Neighborhood -	30 8:00am Master Plan Public Input Session in Focus Neighborhood - 4th St/Railroad Avenue (The Edition at the Hartsville Museum	31	Aug 1	2	3

# August 2024

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1	2	3
4	5	<div style="background-color: #FFD700; padding: 2px;">10:00am City Council Work Session - Council Chambers</div> <div style="background-color: #008000; color: white; padding: 2px;">6:00pm National Night Out @ Burry Park (Burry Park) - City.Clerk</div>	7	8	9	<div style="background-color: #008000; color: white; padding: 2px;">9:00am Hartsville Farmer's Market (Cargill Way (Cargill</div> <div style="background-color: #008000; color: white; padding: 2px;">8:30pm Screen on the Green @ Burry Park (Burry Park) - City.Clerk</div>
11	<div style="background-color: #008000; color: white; padding: 2px;">5:30pm Airport Advisory Bd - Airport Board Room (1083 Airport</div> <div style="background-color: #008000; color: white; padding: 2px;">5:30pm Main Street Hartsville Adv Brd - Council Chambers -</div>	<div style="background-color: #FFD700; padding: 2px;">5:30pm Council Regular Mtg - Chambers - City Council</div>	<div style="background-color: #008000; color: white; padding: 2px;">5:00pm Parks &amp; Rec Adv Comm Mtg - TB Thomas Sports Ctr</div>	15	<div style="background-color: #008000; color: white; padding: 2px;">6:00pm Downtown Block Party (E College Ave (E College Ave, Hartsville, South Carolina 29550)) - City.Clerk</div>	17
18	19	<div style="background-color: #008000; color: white; padding: 2px;">6:00pm Chats &amp; Cheers - Location TBA - City.Clerk</div>	<div style="background-color: #008000; color: white; padding: 2px;">5:15pm ARB Mtg - Chambers - City Council</div> <div style="background-color: #008000; color: white; padding: 2px;">6:30pm Museum Comm - Museum - City Council</div>	22	23	24
25	<div style="background-color: #008000; color: white; padding: 2px;">5:30pm Planning Comm - Chambers - City Council</div>	27	28	29	30	31

# JULY CITY EVENTS

- 02 Hartsville City Council Worksession - Discussion Only**  
10:00 am  
City Hall Council Chambers
- 08 Airport Advisory Board Meeting**  
5:30 pm  
1083 Airport Road
- 08 Destination Downtown Begins - Main Street Hartsville Starts Today and runs through September**  
Downtown Hartsville
- 09 Arts & Crafts Class - Family Flip Flop Fun \$5**  
10:00 am  
T.B. Thomas Sports Center
- 09 Housing Authority Meeting**  
4:00 pm  
South Park Apartments
- 09 Hartsville City Council Meeting**  
5:30 pm  
City Hall Council Chambers
- 13 Hartsville Farmers Market**  
9:00 am to 12:00 pm  
Cargill Way
- 13 Screen on the Green - Double Feature Movies: Ratatouille followed by Clueless**  
8:30 pm (Dusk)  
Burry Park on Cargill Way
- 17 Architectural Review Board Meeting**  
5:15 pm  
City Hall Council Chambers
- 19 Downtown Block Party - Charlotte Bluegrass All-Stars**  
6:00 pm to 9:00 pm  
E. College Ave. - Under the Lights
- 25 Christmas in July - Neptune Island Waterpark**  
10:00 am to 7:00 pm  
Neptune Island Waterpark
- 29 Planning Commission Meeting**  
5:30 pm  
City Hall Council Chambers

# Calendar of Events- 2024

## City of Hartsville and Main Street Hartsville

### MARCH

19- Chats and Cheers	6pm-7pm	Vintage
23- Community Easter Eggstravaganza	10am-12pm	Coker University

### APRIL

8- Main Street Hartsville Advisory Board Meeting	5:30pm	Council Chambers
13- Hartsville Farmers Market	9am-12pm	Cargill Way
16- Chats and Cheers	6pm-7pm	Coker University
26- Spring Wine and Art Stroll*	6pm-8pm	Downtown District

### MAY

11- Hartsville Farmers Market	9am-12pm	Cargill Way
11- Screen on the Green	8:30pm	Burry Park
17- Downtown Block Party	6pm-9pm	E. College Ave.
21- Chats and Cheers	6pm-7pm	Sam Kendalls

### JUNE

8- Hartsville Farmers Market	9am-12pm	Cargill Way
8- Screen on the Green	8:30pm	Burry Park
10- Main Street Hartsville Advisory Board Meeting	5:30pm	Council Chambers
18- Chats and Cheers	6pm-7pm	Peace of Heaven
21- Putterin' Around Downtown*	12pm-8pm	Downtown District
21- Downtown Block Party & Golf Cart Parade*	6pm-9pm	E. College Ave.

### JULY

8- Destination Downtown Begins*	All Day	Downtown District
13- Hartsville Farmers Market	9am-12pm	Cargill Way
13- Screen on the Green	8:30pm	Burry Park
16- Chats and Cheers	6pm-7pm	SPC Credit Union
19- Downtown Block Party & Hot Dog Eating Contest	5pm-9pm	E. College Ave.

### AUGUST

6- National Night Out	6pm-8pm	Burry Park
10- Hartsville Farmers Market	9am-12pm	Cargill Way
10- Screen on the Green	8:30pm	Burry Park
12- Main Street Hartsville Advisory Board Meeting	5:30pm	Council Chambers
16- Back to School Downtown Block Party	6pm-9pm	E. College Ave.
20- Chats and Cheers	6pm-7pm	TBA



# Calendar of Events- 2024

## City of Hartsville and Main Street Hartsville

### SEPTEMBER

6- Destination Downtown Ends	All Day	Downtown District
14- Hartsville Farmers Market	9am-12pm	Cargill Way
14- Screen on the Green	8:30pm	Burry Park
17- Chats and Cheers	6pm-7pm	TBA
20- PARKing Day*	TBA	Downtown District
20- Downtown Block Party	6pm-9pm	E. College Ave.

### OCTOBER

11- Downtown Scarecrow Crawl*	All Day	Downtown District
12- Hartsville Farmers Market	9am-12pm	Cargill Way
14- Main Street Hartsville Advisory Board Meeting	5:30pm	Council Chambers
22- Chats and Cheers	6pm-7pm	TBA
24- Treats on the Streets* & Costume Contest	5pm-7pm	Downtown District

### NOVEMBER

11- Veterans Day Celebration	11am-12pm	Burry Park
<i>Heart of the Holidays Festival</i>		
21- Downtown Open House and Tree Lighting	6pm-9pm	Downtown District
22- Heart of the Holidays Wine & Art Walk*	6pm-8pm	Downtown District
23- Heart of the Holidays Carnival & Craft Show	11am-3pm	Downtown District
23- Heart of the Holidays Holiday Ball	8pm-11pm	Lawton Park
21- Holiday Window Decorating Contest Kickoff*	6pm	Downtown District
21- Downtown Light Crawl Kickoff	6pm	Downtown District
30- Shop Small Saturday*	All Day	Downtown District

### DECEMBER

7- Pictures with Santa	TBA	Hartsville Museum
7- 2024 Hartsville Christmas Parade	6pm	Fifth and Carolina

\*Requires sign up for participation

