

K. G. "Rusty" Smith, Jr.
District #1

Ken Ard
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Johnnie D. Rodgers, Jr.
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COUNCIL CHAMBERS, ROOM 803
180 NORTH IRBY STREET
FLORENCE, SOUTH CAROLINA
THURSDAY, MAY 15, 2008
9:00 A. M.

I. CALL TO ORDER: K. G. RUSTY SMITH, JR., CHAIRMAN

II. INVOCATION: H. MORRIS ANDERSON, SECRETARY/CHAPLAIN

**III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:
WAYMON MUMFORD, VICE CHAIRMAN**

IV. WELCOME: K. G. RUSTY SMITH, JR., CHAIRMAN

V. MINUTES:

MINUTES OF THE MAY 1, 2008 REGULAR MEETING [1]

Council is requested to approve the Minutes of the May 1, 2008 regular meeting of County Council.

VI. PUBLIC HEARINGS: [13]

Council will hold public hearings on the following items to receive public comment:

A. ORDINANCE NO. 30-2007/08

An Ordinance To Repeal The Appendices Of The 2003 International Building Code, The 2003 International Plumbing Code, The 2003 International Mechanical Code, The 2003 International Fire Code, The 2003 International Energy Conservation Code, The 2002 National Electrical Code, The 2003 International Residential Code, And The 2003 International Fuel Gas Code And To Adopt Chapter I – Administration Of The 2006 International Building Code Of Chapter 7 – Article II, Division 1 Of The Code Of Ordinances Of Florence County.

B. ORDINANCE NO. 31-2007/08

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Gateway, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

C. ORDINANCE NO. 32-2007/08

An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Williamsburg County, Such Industrial/Business Park To Be Geographically Located In Florence County And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended; To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

D. ORDINANCE NO. 01-2008/09

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2008 And Ending June 30, 2009; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; To Establish And Collect A Local Hospitality Tax In Florence County; And To Provide For Other Matters Related Thereto.

VII. APPEARANCES:

A. MURRAY JORDAN

[14]

Murray Jordan requests to appear before Council to discuss matters relating to the reduction of the \$30.00 Road Maintenance Fee to \$15.00.

B. JIM LYLES ON BEHALF OF THE J. W. PARKER FAMILY

[16]

Jim Lyles on behalf of the J. W. Parker Family requests to appear before Council for the purpose of presenting for approval a proposed modification to one of the medians planned for the Pine Needles Road Project.

C. SHARON M. & JERRY D. TAYLOR, SR.

[18]

Sharon M. & Jerry D. Taylor Sr. request to appear before Council concerning map amendment #2008-28 to change the zoning district designation for property located at 3465 James Turner Road, Effingham shown on Florence County Tax Map No. 127, Block 1, Parcel 273 from R-1, Single Family Residential District to R-3, Single Family Residential District.
(*Ordinance No. 32-2007/08*)

D. SOUTHSIDE MIDDLE SCHOOL 7TH GRADE WORLD HISTORY CLASS [20]

Brian S. Harvey, Gifted and Talented Education, requests that the Southside Middle School 7th Grade World History Class appear before Council to discuss Breed Specific Legislation.

VIII. COMMITTEE REPORTS:

(Items assigned to the Committees in italics. Revisions by Committee Chair requested.)

Administration & Finance

(Council members K. G. "Rusty" Smith, Jr./Chair, Russell W. Culberson, Waymon Mumford and James T. Schofield)

Public Services & County Planning

(Council members James T. Schofield/Chair, Mitchell Kirby, and Ken Ard)

January 18, 2007

Special Exceptions

County facilities

January 17, 2008

Ordinance No. 18-2007/08 (amend the Zoning Ordinance)

Justice & Public Safety

(Council members Waymon Mumford/Chair, Johnnie D. Rodgers, Jr. and Al Bradley)

June 7, 2007

Litter Enforcement

Education, Recreation, Health & Welfare

(Council members H. Morris Anderson/Chair, Johnnie D. Rodgers, Jr., and Al Bradley)

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Council members Russell W. Culberson/Chair, Morris Anderson and Ken Ard)

Ad Hoc Water Study Committee

(Council members Ken Ard/Chair, Mitchell Kirby, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

IX. RESOLUTIONS:

RESOLUTION NO. 27-2007/08 [22]

A Resolution Authorizing the Execution and Delivery of a Memorandum of Understanding By and Among Project Gateway, Florence County, and Other Signatories Thereto Which Outlines Certain Economic Incentives That Will Be Made Available to Project Gateway Under Certain Situations; and Authorizing the Execution and Delivery of an Inducement and Millage Rate Agreement By and Between Project Gateway and Florence County.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 20-2007/08 [42]

An Ordinance Amending Florence County Code Chapter 6 – Animals And Fowl, In Its Entirety To Clarify Animal Care And Control Regulations.

2. ORDINANCE NO. 28-2007/08 [57]

An Ordinance To Amend Ordinance No. 31-2006/07 To Provide For Compensation Of Members Of The Board Of Fire Control For A Rural Volunteer Fire District And Other Matters Relating Thereto.

3. ORDINANCE NO. 29-2007/08 [59]

An Ordinance To Establish The Florence County Cultural Commission; Provide For The Composition And Appointment Of The Commission; Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.

B. SECOND READING

1. ORDINANCE NO. 30-2007/08 (Public Hearing) [44]

An Ordinance To Repeal The Appendices of the 2003 International Building Code, The 2003 International Plumbing Code, The 2003 International Mechanical Code, The International Fire Code, The 2003 International Energy Conservation Code, The 2002 National Electrical Code, The 2003 International Residential Code, And The 2003 International Fuel Gas Code And To Adopt Chapter I – Administration Of The 2006 International Building Code Of Chapter 7 - Article II, Division 1 Of The Code Of Ordinances Of Florence County.

2. **ORDINANCE NO. 31-2007/08** (Public Hearing) [69]
An Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement By and Between Florence County, South Carolina, and Project Gateway, with Respect to Certain Economic Development Property, Whereby such Property Will be Subject to Certain Payments in Lieu of Taxes and Other Matters Related Thereto.

3. **ORDINANCE NO. 32-2007/08** (*Amended Title*) (Public Hearing) [74]
An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

4. **ORDINANCE NO. 01-2008/09** (Public Hearing) [56]
An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2008 And Ending June 30, 2009; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; To Establish and Collect a Local Hospitality Tax In Florence County; And To Provide For Other Matters Related Thereto.

C. **INTRODUCTION**

1. **ORDINANCE NO. 33-2007/08** [93]
An Ordinance To Rezone Properties Owned By Pinewood Village Located Off Second Loop, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31.
(*Planning Commission approved 8 – 1.*) (*Council District 8*)

2. **ORDINANCE NO. 34-2007/08** [107]
An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.
(*Planning Commission denied 9 – 0.*) (*Council District 7*)

3. **ORDINANCE NO. 35-2007/08** [118]
An Ordinance To Adopt A New Housing Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code of Laws, As Amended, Title 6, Chapter 29, Section 510.
(Planning Commission approved 9 – 0.)

4. **ORDINANCE NO. 36-2007/08** [153]
An Ordinance To Ratify FY08 Budget and Grant Resolutions Previously Authorized By Council and Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

- BOARDS AND COMMISSIONS LIST** [157]
A list of current and approaching vacancies for 2008 on Boards and Commissions was previously provided to Council.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. **MONTHLY FINANCIAL REPORTS** [158]
(Item for the Record Only)
Monthly financial reports were provided to Council for fiscal year 2008 through March 31, 2008.
2. **SLED LEASE** [163]
Approve a Lease Renewal Agreement with South Carolina Law Enforcement Division located at 1021 Justice Way, Effingham, SC and authorize the County Administrator to execute.
3. **STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY** [180]
Consent to the State-Issued Certificate of Franchise Authority submitted by Time Warner Entertainment-Advance/Newhouse Partnership and authorize the County Administrator to complete and execute the Notice of Application for State-Issued Certificate of Franchise Authority.

B. EMERGENCY MANAGEMENT

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION GRANT AWARD [185]

Accept the grant from the South Carolina Emergency Management Division for GIS, computer, and security upgrades in the amount of \$42,111 and authorize the designation of appropriate general ledger accounts within the Grant Fund to appropriately account for the LEMPG08 grant.

C. PARKS AND RECREATION

1. **AWARD BID #22-07/08** [187]
Accept the lowest compliant bid from Henley's Construction Co., for the Willow Creek Field Backstop in the amount of \$17,975.00; and authorize the County Administrator to execute all associated documents. (3 compliant bids received)

2. **GRANT AWARD E. L. & THEO WINDHAM CHARITABLE TRUST** [190]
Accept the grant award from the E. L. & Theo Windham Charitable Trust in the amount of \$500 to partially fund the cost of retaining The Scrap Exchange, a business providing "Events by the Truckload," (a children's recycling program) at the Florence County Parks & Recreation Fall Frenzy.

XIII. OTHER BUSINESS:

INFRASTRUCTURE FUND

1. **TRAFFIC SIGNAL – BELLEVUE DRIVE & SECOND LOOP ROAD** [191]
Approve the expenditure of funds from Council District 8 Infrastructure funding allocation in an amount up to \$8,700.00 for engineering costs to provide plans and specifications as to the feasibility of installing a traffic signal and appurtenances at the intersection of Bellevue Drive and Second Loop Road.

2. **EBENEZER PARK** [194]
Approve the expenditure of funds from Council District 9 Infrastructure funding allocation in an amount up to \$2,500.00 for layout planning work for the recently leased property adjacent to Ebenezer Park, to be designed by Kenneth B. Simmons Landscape Architecture and Planning.

XIV. EXECUTIVE SESSION:

Pursuant to Section 30-4-70 of the South Carolina Code of Laws 1976, as amended.

XV. INACTIVE AGENDA:

ORDINANCE NO. 18-2007/08

At its regular meeting of January 17, 2008 Council unanimously voted to refer this Ordinance to the Committee on Public Service & County Planning. An Ordinance To Amend The Zoning Ordinance Of Florence County Section 2.5-Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6 And Section 7.7 For Setbacks, Text Errors, Accessory Structure Rules And Commercial And Industrial Property Access.

*(Planning Commission **approved** 9 – 0.)*

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 15, 2008 regular meeting of County Council.

OPTIONS:

1. Approve minutes as presented.
2. Provide additional directive, should revisions be necessary.

ATTACHMENTS:

Copy of proposed Minutes.

DRAFT

ORDINANCE NO. 20-2007/08

An Ordinance Amending Florence County Code Chapter 6 – Animals and Fowl, In Its Entirety to Clarify Animal Care and Control Regulations.

ORDINANCE NO. 28-2007/08

An Ordinance To Amend Ordinance No. 31-2006/07 To Provide For Compensation Of Members Of The Board Of Fire Control For A Rural Volunteer Fire District And Other Matters Relating Thereto.

ORDINANCE NO. 29-2007/08

An Ordinance To Establish The Florence County Cultural Commission; Provide For The Composition And Appointment Of The Commission; Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.

APPEARANCES:

CHRIS GOSSETT, P.E. – SC DOT

Chairman Smith stated in addition to Mr. Gossett, Mr. Metts with SC DOT was also present and commended them on the excellent job they have done with the project. Chris Gossett, P.E. with SC DOT presented the Highway 378 widening scope for consideration; a Florence County Forward Project, funded by the One Cent Capital Project Sales Tax and the State Infrastructure Board. Councilman Rodgers made a motion Council approve the scope of the project as presented. Councilman Anderson seconded the motion, which was approved unanimously.

COMMITTEE REPORTS:

ADMINISTRATION & FINANCE:

Chairman Smith stated the Committee on Administration & Finance dealt with the economic aspect of Florence County and a recent article in *The State Newspaper* reported that Florence County experienced a 6.1% increase in per-capita income; the highest in the State. He stated Council received a petition from a group to basically repeal the \$15 Road System Maintenance Fee and, in essence, replace it with a major tax increase on business and property owners. He further stated that County Council was very adamant that this was the most equitable/fair tax available in South Carolina and it allows for diversification of the tax base.

Councilman Schofield offered the following comments. "Submitting an ordinance by petition is a serious matter and goes way beyond merely making comments at a public hearing. Any group that would spend the time and effort and use the facilities of this government with the blessings of other elected officials to promote their position has an obligation to the public to ensure that the ordinance that they suggest is technically correct and not doing so is a serious matter that deserves to be dealt with in a serious fashion. The petition that was presented to the public is poorly drafted and, even if the majority of council members supported the intent, which none of us do, to lower or abolish the road fee, and one can not tell from the petition what your position is, it could not be put to the voters with the language that has been suggested.

Let me read for you the proposed ordinance on one of the petitions; and, by the way, not all of the petitions have the same wording for the ordinance. 'Florence County Council [and I'm quoting] hereby repeals all ordinances including Ordinance 19-2002/03 but not limited thereto, previously enacted by Council imposing a road maintenance fee of \$15 per year to amend Ordinance 21-91/92 so as to provide that such road maintenance feed [spelled wrong] imposed by Ordinance 21-91/92 shall be deposited into the general fund or an appropriate fund used exclusively for road maintenance and repair without input or direction of Florence County Council collectively or individual council person to allocate which road shall be maintained or repaired.' That's the essence of the Ordinance that has gotten these petitions and gotten the signatures on.

What you have proposed, in our opinion, is not allowed by State statute. Appropriations can not be repealed by petition. There are specific things that can be repealed by petition and that has to do with bond ordinances and it is very specific in the State Law. The wording on your petition would remove all road maintenance fees and I don't know whether that was your intent or just an error in the way you drafted it. It would also repeal Ordinance # 01-91/92, which was the Ordinance that began the road fee, but that Ordinance was the Budget Ordinance and who knows what havoc would be created by repealing a previous budget ordinance. Your drafted language says to amend Ordinance 21-91/92, but you started off by repealing every ordinance there is to do with the road maintenance. It is the judgment of this Council, with advice from our legal staff as well as other interested parties in this matter that the petition as drafted is not proper. For that reason, this Council will file with the court for a declaratory judgment that this petition is not valid and/or that is drafted so poorly that Council can not submit it to the public as written. This Council will abide by the decision of the court. If the court rules that a referendum is necessary, then County Council will schedule one.

This is a serious matter and will affect many counties in this State. It is definitely a matter that should be decided in a court of law. The group that submitted this petition have taken serious steps that require comment from members of this Council. There appear to me to be three issues that need to be addressed. First, how do we want to pay for road maintenance – property taxes or road fee per vehicle? It appears that these people want you to have property taxes to pay for road maintenance. That means you pay millage on your house, your car, and any other personal property that is taxed. It is the opinion of this Council that this is the most inequitable way to pay for road maintenance. It is our opinion that there is no more equitable way to pay for road maintenance in Florence County than with a fee on vehicles that use the roads. If you have more cars, you pay more for the road maintenance.

Second, who do you want to decide what roads to fix? County Council or the staff? They make such a big deal that County Council decides which roads to fix. It is Council's mandated obligation by the State of South Carolina that it set budget priorities and policies. Then why is it improper for Council to allocate road maintenance in a public meeting with a majority vote of Council? Your proposal would have staff set the priorities, but if we set a budget, which is our State mandated responsibility for Public Works Department and staff to implement, with policies for expenditures of funds within

certain guidelines, do you think that is okay? We believe the public would rather have Council as a whole decide what roads get rocking rather than an un-elected public official.

Third, are we going to expend every dime collected each year? Which, if we did that, would guarantee only rocking and no road paving, because the amount of money collected each year is insufficient to pave much, thereby persons that live on paved Florence County roads will see very little done. It is entirely proper to hold funds until enough has been accumulated to fund a needed project.

Twenty-four out of forty-six counties have a road maintenance fee on vehicles. Some of them, Clarendon \$25, Colleton \$25, Darlington \$30, Florence \$30, Kershaw \$20, Marlboro \$28, Orangeburg \$35, Pickens \$20, Spartanburg \$25, Richland County has \$36 on private vehicles and \$44 on commercial vehicles, which some of its funds are used to help with mass transit. I haven't read about any great citizen's effort to remove them other than in Florence County. There are 115,034 vehicles paying taxes in Florence County; 31,080 are paying less than \$30 or 27% of the total. There are two ways to look at this. Your group says that you should not pay more in road fees than you do in taxes on a vehicle. Another way to look at it is that 27% of the vehicles in Florence County are paying less than \$30 in vehicle taxes and use the roads just like everybody else. Because a vehicle is older thereby has lower taxes does not mean that it wears out the road any less and in fact older vehicles that are losing oil on the roadways contribute more to their deterioration than newer vehicles. What does the age of a vehicle have to do with paying for roads in our County?

The State of South Carolina has given several alternative revenue resources, such as road fees and local option taxes to diversify the revenue source and to share the burden of government in a more equitable distribution to citizens who use government services. The road fee is just one of them and in this Council's opinion it is a better option than raising the general millage, which would apply to all vehicles, homes, businesses and industry. A millage increase for road maintenance will make this County less competitive in economic development, which will, in the long run, result in higher taxes. You continue to beat the drum that Florence County has constantly raised taxes and done nothing to lessen the burden on its citizens. Nothing could be further from the truth. Thirty counties have the local option sales tax, which was voted on by the tax payers. Fourteen give 100% tax relief with all of the penny being used to lower property taxes; Florence County is one of those and County Council required by its ordinance that it be done that way and that it would take a referendum of the people to change that. County Council submitted the referendum with a provision in order to give the most comprehensive tax relief possible.

Sixteen counties get 29% of the local option penny to fund local government as allowed by State Law, but not Florence County. In the last 18 years County Council has raised operating millage about 9.6 mills or a half a mill per year for operations. In the last 18 years millage has been raised 12.1 mills for our jail and its operation, which was mandated with the threat of a court order by the State of South Carolina. And 5 mills for projects that are absolutely essential, in our opinion, in keeping our County competitive

in economic development with other counties in the state and region. This fee generates about \$3.1 million. It costs somewhere between \$1 and \$2 million to pave one mile of dirt road. It costs between \$100,000 and \$200,000 just to resurface a mile of road. Each Council district gets \$46,600 per year for rocking and paving a dirt road or 14% of the \$30 fee. Eighty-six percent (86%) goes for public works road maintenance, ditch maintenance, signs, drainage of roads. We have 487.7 miles of unimproved roads in this County and 145.7 miles of paved roads. Even if we took every dime to pave roads, we could pave only about 1 to 3 miles a year. With 487 miles unpaved, it would take over 100 years to pave them all. If all we did was resurface the existing paved roads we could repave about 15 miles a year. If all the County roads were paved, we could do resurfacing maybe every 42 years. We simply do not have sufficient funds to adequately maintain County roads.

In a news conference on April 10th you made many statements in my opinion were false and misleading to the public. March 20th the petitions were delivered and that we had not responded to that mandate. Well this is May the first and we are responding and with less than six weeks we are responding after carefully analyzing your suggested ordinance. And, I would say, when you look at 11,000 signatures on the petitions it takes a little more than just a few days to look at that. You say that the fee is extremely unpopular and 11,000 citizens signed the petition not because they are against road maintenance because they feel the roads are not being adequately maintained and because they resent that a portion (currently 13% of this fee) is being diverted to the nine separate road system maintenance fee funds of the individual Councilmen and over a million dollars has accumulated in those nine discretionary funds. My opinion is that you got the signatures simply by asking the public if they wanted to lower the road fee on the tax notice from \$30 to \$15 and I don't think that is too hard to think that people would sign that.

You say that often the \$30 fee totals more than the property tax on older vehicles, which are often owned by elderly and low income people. The money is a fee and not a tax and cannot be deducted as a tax expense by the taxpayers. Well people who are on low incomes, at least listening to the accountants I listen to, for the most part do not itemize deductions on the tax return, so therefore this money being in the form of a tax would be of no benefit to them. Most accountants that I have asked about this realize that many people that do itemize put down the bottom dollar amount on the tax notice; that's probably not technically correct with the IRS but that is probably what they are doing and it is deducted. Prior to 2006, the monies you state were collected via the road maintenance fee were deposited in the general fund. Beginning with the 2006/07 County budget and continuing with the 2007/08 County budget, these monies have been used to fund the Public Works Department. Well, they were used previously; it just was in the general fund. Previously, the Public Works Department was funded through the general fund, you state.

In order to assure that all these funds be expended for what they are imposed for, deposit in a separate account is essential in the opinion of this County Council. Road money should never have been mixed in the general fund as the original ordinance did in '91. You state, why are these Council members discretionary funds rolled over year after year? The original Ordinance #01-91/92 states that, "if the combined revenues from State

Gasoline Tax and Motor Vehicle Fees shall for any period exceed the amounts expended for the purpose herein set forth the excess funds should be held for use in a later period.” That Ordinance was passed unanimously by County Council at that time, which included people that are on your committee and support the repeal of this ordinance. As stated previously, if we are only going to expend every dime collected each year that will guarantee only rocking and no road paving, because the amount collected each year is insufficient to pave much. It is entirely proper to hold funds until enough has been accumulated to fund a needed project. You state that given the state of our roads and the low amount in public works operational budget this money should be transferred over for actual road maintenance.

With that statement, it appears that your group would advocate millage being raised to support the day-to-day operation of Public Works and that all of the \$30 road fee be used for material to pave and patch roads. That would be quite a property tax increase, which by State law we couldn't do if we wanted to. You state, 'if these discretionary funds are being held for a specific usage, the people have a right to know what it is. However, this is not the case. Discretionary RSM funds are rolled over year after year without a specific plan.' (End of quote) That is in my opinion a blatant misrepresentation of the facts. These funds are in fact being held for a specific usage by ordinance. They can only be spent for road maintenance (and you know it); such as rocking and paving for a specific project and the only way they get spent is after a vote of this County Council.

You state that, 'the Councilmen seem to have forgotten that this money belongs to the people and not to them. We urge them to release this money so that it can be utilized by the Public Works Department not to hire staff or buy equipment to maintain the roads, which is the usage for which it was intended. 11,000 people have petitioned that they do this very thing. This is a clear mandate from the public asking that the money be freed from the Council member's funds and to be used for road maintenance as it was intended.' You seem to have this perverted logic, in my opinion, that because 14% of the road fee is allocated to be spent by district on road rocking and repair and yet somehow belongs to each Councilman for their own use. If this money was not allocated by district, I for one can assure you that the people in my district (which is mainly the City of Florence), there wouldn't be any money spent in this district. Allocation by district for a small portion of the fee assures that each district gets some benefit from the road fee. If it was all at the Public Work's discretion, the greatest need that they deal with is over 400 miles of dirt roads and that is where the money would be spent.

You state that 'the guidelines and intent of this fee was not to give property tax relief, balance the budget, or fund the Public Works Department, but your word is 'to supplement' the County funding and the maintenance of County roads. These funds were intended to be used for specific expenses to specific road projects.' However, Ordinance 1-91/92 states, Section D all funds collected under the provision of this section shall be used to defray (not the word supplement) to defray the cost of maintaining and improving county roads and the ditches and drainage system, and that is exactly what has happened. The ordinance says nothing about specific expenses to specific road projects. It does not say that it was to supplement; it says 'defray.' You say that people are not against road maintenance and that the roads are not being properly maintained, but you want to cut out

over \$1.5 million that is being spent on road maintenance today. In my opinion, that dog don't hunt. You cut back \$15 and will lose \$1.5 million. You don't fund rocking or repaving, you only scrape the dirt roads and the ditches. That means, if my estimate is correct, if you want to continue to do what we're doing but let Public Works do it, you have about a 3 mill tax increase.

The petition you presented to the citizens does not accurately portray what will happen if it was enacted. You say there is enough money in the individual Councilmen's road paving to fund the difference. You are correct, for one year. But then what? Taxes will have to go up or no roads will be paved or rocked. So much for saying that the people who signed this petition support road maintenance. It is irresponsible to suggest that no tax increase would be necessary to maintain the same level of road maintenance. \$1.5 million less funds with no increase means less road maintenance. My opinion, the group has made a serious error in submitting a technically deficient petition and is wasting the taxpayer's time and this Council's. If you want to submit a petition, get it right from the start, that is serious business in government and I fully support the people's right to submit a petition and this Council will deal with petitions submitted. What has been submitted in our opinion is not technically correct and does not abide by State Statute and we intend to ask the court to issue a declaratory judgment as such and this Council will abide by the decision of the court. Mr. Chairman, that ends my remarks."

EDUCATION, RECREATION, HEALTH & WELFARE COMMITTEE

Committee Chairman Anderson stated a ribbon cutting ceremony would be scheduled very soon for the new animal facility.

AD HOC WATER STUDY COMMITTEE

Committee Chairman Ard requested Councilman Schofield provide an update on the joint meeting between County Council's Ad Hoc Water Study Committee and the City of Florence's Water Committee. Councilman Schofield stated that there were some positive ideas advanced and some positive comments from City Council. They asked the County to present to them points for their consideration and that the Committee intended to do so, on the water and the sewer, which makes it almost impossible for residents to obtain water.

PROCLAMATIONS:

OLDER AMERICANS MONTH

The Clerk published, in its entirety, a Proclamation Declaring the Month of May, 2008 as Older Americans Month; urging citizens to honor older adults and the professionals, family members, and citizens who care for them. Councilman Mumford made a motion Council approve the Proclamation. Councilman Culberson seconded the motion, which was approved unanimously.

RESOLUTIONS:

None.

ORDINANCES IN POSITION:

ORDINANCE NO. 27-2007/08 – THIRD READING

The Chairman published the title of Ordinance No. 27-2007/08: An Ordinance To Amend Florence County Land Development And Subdivision Ordinance No. 38-2006/07, Article VI, Section 6.25 (D), Lots, To Amend The Requirement For Septic Percolation Tests And Permits To Exempt Estate Settlements and Life Estates. Councilman Anderson made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets, the Chairman closed the public hearing for Ordinance No. 20-2007/08, Ordinance No. 28-2007/08 and Ordinance No. 29-2007/08.

ORDINANCE NO. 20-2007/08 – SECOND READING

The Chairman published the title of Ordinance No. 20-2007/08: An Ordinance Amending Florence County Code Chapter 6 – Animals and Fowl, In Its Entirety to Clarify Animal Care and Control Regulations. Councilman Anderson made a motion Council approve second reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously. County Administrator Richard Starks, at the request of Councilman Schofield, informed Council that Councilman Schofield asked staff to confirm some penalty limitations; therefore some minor adjustments/amendments may be forthcoming prior to third reading.

ORDINANCE NO. 28-2007/08 – SECOND READING

The Chairman published the title of Ordinance No. 28-2007/08: An Ordinance To Amend Ordinance No. 31-2006/07 To Provide For Compensation Of Members Of The Board Of Fire Control For A Rural Volunteer Fire District And Other Matters Relating Thereto. Councilman Rodgers made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 29-2007/08 – SECOND READING

The Chairman published the title of Ordinance No. 29-2007/08: An Ordinance to Establish the Florence County Cultural Commission; Provide for the Composition and Appointment of the Commission; Establish the Effective Date for Such Appointments; And Other Matters Relating Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2007/08 – INTRODUCED

The Clerk published the title of Ordinance No. 30-2007/08 and the Chairman declared the Ordinance introduced: An Ordinance To Repeal The Appendices of the 2003 International Building Code, the 2003 International Plumbing Code, the 2003 International Mechanical Code, the 2003 International Fire Code, the 2003 International Energy Conservation Code, the 2002 National Electrical Code, the 2003 International

Residential Code, and the 2003 International Fuel Gas Code and to Adopt Chapter I – Administration of the 2006 International Building Code of Chapter 7 – Article II, Division 1 of the Code of Ordinances of Florence County.

ORDINANCE NO. 01-2008/09 – INTRODUCED

The Clerk published the title of Ordinance No. 01-2007/08 and the Chairman declared the Ordinance introduced: An Ordinance to Provide for the Levy of Taxes in Florence County for the Fiscal Year Beginning July 1, 2008 and Ending June 30, 2009; to Provide for the Appropriation Thereof; to Provide for Revenues for the Payment Thereof; to Establish and Collect a Local Hospitality Tax in Florence County; and to Provide for Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

FLORENCE COUNTY BOARD OF HEALTH

Councilman Schofield reappointed Nelda Coleman to serve on the Florence County Board of Health representing Council District 8, with term to expire June 30, 2012.

FLORENCE COUNTY LIBRARY BOARD OF TRUSTEES

Councilman Schofield reappointed Angela Lorenz to serve on the Florence County Library Board of Trustees representing Council District 8, with term to expire April 30, 2012.

FLORENCE COUNTY PLANNING COMMISSION

Councilman Schofield appointed Jody Lane to serve on the new Florence County Planning Commission representing Council District 8, with the appropriate expiration date.

Councilman Kirby appointed Bill Lockhart to serve on the new Florence County Planning Commission representing Council District 4.

FLORENCE COUNTY BOARD OF ZONING APPEALS

Councilman Schofield appointed Chuck Jacobs to serve on the new Florence County Board of Zoning Appeals representing Council District 8, with the appropriate expiration date.

REPORTS TO COUNCIL:

ADMINISTRATION

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA)

Mr. Starks informed Council and the public that ICMA recognized the County of Florence under the Council-Administrator form of Government; a formal acknowledgement by the membership and Executive Board of the ICMA.

PROPERTY EXCHANGE AGREEMENT

Councilman Schofield made a motion Council authorize the County Administrator to execute an Agreement for Exchange of Property between Florence County and the City of Florence. Councilman Mumford seconded the motion, which was approved unanimously.

RURAL DEVELOPMENT ACT FUNDS – REALLOCATION OF FUNDS

Councilman Mumford made a motion Council approve the PDEC request for up to \$50,000 of the RDA funds to be allocated for qualified infrastructure improvements for public improvements in the Pee Dee Regional Commerce Center, award the contract for professional engineering services to Davis & Brown for an estimated \$3,800; and authorize the County Administrator to execute all associated documents. Councilman Anderson seconded the motion, which was approved unanimously.

EMERGENCY MANAGEMENT

FLORENCE SCHOOL DISTRICT ONE

Councilman Rodgers made a motion Council authorize the County Administrator to execute a Lease Agreement with Florence County School District No. 1 for the rental of space on the roof of the City-County Complex for placement of UHF repeater, antenna and related communications equipment at a rental rate of \$60.00 per month. Councilman Kirby seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

CITY-COUNTY STADIUM COMMISSION

Councilman Mumford made a motion Council approve the expenditure of funds from Council Districts 6 and 7 Infrastructure funding allocations in an amount up to \$7,500.00 (\$3,750.00 from each district) for capital improvements to American Legion Field. Councilman Culberson seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF) FUND

ARMORY/POLLING LOCATION

Councilman Kirby made a motion Council approve the expenditure of funds from Council District 4 RSMF funding allocations in an amount up to \$939.60 for 15 tons of asphalt to patch near the Armory/Polling location in District 4. Councilman Culberson seconded the motion, which was approved unanimously.

INFRASTRUCTURE

GREENWOOD ATHLETIC COMPLEX

Councilman Culberson made a motion Council approve the expenditure of funds from Council District 6 Infrastructure funding allocation in an amount up to \$3,000.00 for outfield panels for Greenwood Athletic Complex. Councilman Rodgers seconded the motion, which was approved unanimously.

MAY FLY AIR SHOW

Councilman Culberson made a motion Council approve the expenditure of funds from Council District 6 Infrastructure funding allocation in an amount up to \$1,301.81 for 120 feet of 18" metal pipe, 16 feet of 15" concrete pipe and five bands to be used for driveways at the airport for the May Fly Air Show. Councilman Kirby seconded the motion, which was approved unanimously.

SOUTH LYNCHES FIRE DEPARTMENT

Councilman Rodgers made a motion Council approve the expenditure of funds from Council District 1 Infrastructure funding allocation in an amount up to \$627.48 to assist the South Lynches Fire Department with the purchase of road signs for the Training Facility, to be used for training purposes only. Councilman Anderson seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF) FUND

FRICK ROAD

Councilman Rodgers made a motion Council approve the expenditure of funds from Council District 5 RSMF funding allocation in an amount up to \$19,519.79 for MBC stone and crushed asphalt for Frick Road. Councilman Mumford seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Ard made a motion Council enter executive session to discuss real property transactions pending, legal matters related to a road project (SCDOT) and pending contractual matters concerning an economic development project underway. Councilman Kirby seconded the motion, which was approved unanimously.

Council entered executive session at 9:50 a.m. Council reconvened at 10:38 a.m.

NEW OLANTA LIBRARY SITE:

Councilman Rodgers made a motion Council authorize the County Administrator to negotiate an agreement and execute all associated documents to proceed with Powell House Moving of Kingstree for the removal of one house with approximately 1,670 square feet, located at 200 East Hampton Street, Olanta, South Carolina, also identified by the Florence County Assessor's Office as Tax Map Number 04520, Block 03, Parcel 069, subject to review of the Agreement by the County Attorney. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 32-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 32-2007/08 and declared the Ordinance introduced: An Ordinance To Develop a Jointly Owned and Operated Industrial/Business Park in Conjunction with Williamsburg County, Such Industrial/Business Park to be Geographically Located in Florence County and Established Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended; to Provide for a Written Agreement with Williamsburg County to Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Taxation; and Other Matters Related Thereto.

ORDINANCE NO. 31-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 31-2007/08 and declared the Ordinance introduced: An Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement By and Between Florence County, South Carolina, and Project Gateway, with Respect to Certain Economic Development Property, Whereby such Property Will be Subject to Certain Payments in Lieu of Taxes and Other Matters Related Thereto.

There being no further business to come before Council, Councilman Anderson made a motion to adjourn. Councilman Kirby seconded the motion, which was approved unanimously.

COUNCIL MEETING ADJOURNED AT 10:40 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

**CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL**

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council will hold public hearings to receive public comment with regard to the following:

ORDINANCE NO. 30-2007/08

An Ordinance To Repeal The Appendices Of The 2003 International Building Code, The 2003 International Plumbing Code, The 2003 International Mechanical Code, The 2003 International Fire Code, The 2003 International Energy Conservation Code, The 2002 National Electrical Code, The 2003 International Residential Code, And The 2003 International Fuel Gas Code And To Adopt Chapter I – Administration Of The 2006 International Building Code Of Chapter 7 – Article II, Division 1 Of The Code Of Ordinances Of Florence County.

ORDINANCE NO. 31-2007/08

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Gateway, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

ORDINANCE NO. 32-2007/08

An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Williamsburg County, Such Industrial/Business Park To Be Geographically Located In Florence County And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended; To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

ORDINANCE NO. 01-2008/09

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2008 And Ending June 30, 2009; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; To Establish And Collect A Local Hospitality Tax In Florence County; And To Provide For Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Appearances
 Murray Jordan

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Murray Jordan requests to appear before Council to discuss matters relating to the reduction of the \$30.00 Road Maintenance Fee to \$15.00.

ATTACHMENTS:

A copy of the request received from Mr. Jordan.

COPY

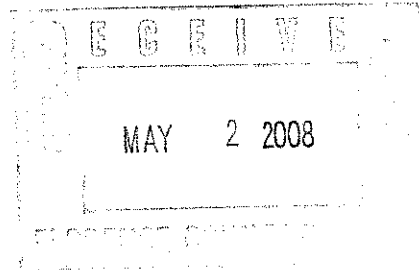
Please accept this as an official request to appear before the Florence County Council at its regular meeting on Thursday May 15, 2008 at 9:00 AM.

I would like to appear before council to discuss matters relating to the reduction of the \$30.00 Road Maintenance fee to \$15.00.

I am representing my view as one voter. I am not a member of the Florence County Citizens in Action and I will not be representing the Florence County Citizens in Action.

Murray Jordan
1006 Gregg Avenue
Florence, SC 29501
843-229-0379

Murray Jordan
5/2/08



COPY

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Appearances
Jim Lyles on behalf of the J. W. Parker Family

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Jim Lyles on behalf of the J. W. Parker Family requests to appear before Council for the purpose of presenting for approval a proposed modification to one of the medians planned for the Pine Needles Road Project.

ATTACHMENTS:

A copy of the request received from Mr. Jim Lyles on behalf of The J. W. Parker Family.

COPY

Connie Haselden

From: Jim Lyles [jimlyles@unitedbrokerage.com]
Sent: Thursday, May 01, 2008 4:32 PM
To: Connie Haselden
Cc: Richard Starks
Subject: Mrs. Parker and the Pineneedles Road Project

Connie,

Thank you for your reply to my previous email regarding May 1st Council meeting agenda and The J.W. Parker Family. It looks like we will be ready by the next meeting so the Parker Family would like to get on the agenda for the May 15th Council Meeting for the purpose of presenting for approval a proposed modification to one of the medians planned for the Pineneedles Road Project. Please let me know if you need any more info or if I need to do anything else. Thanks again.

Jim Lyles

229-5857

COPY

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Appearances
Sharon M. & Jerry D. Taylor Sr.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Sharon M. & Jerry D. Taylor Sr. request to appear before Council concerning map amendment #2008-28 to change the zoning district designation for property located at 3465 James Turner Road, Effingham shown on Florence County Tax Map No. 127, Block 1, Parcel 273 from R-1, Single Family Residential District to R-3, Single Family Residential District. (*Ordinance No. 32-2007/08*)

ATTACHMENTS:

A copy of the request received from Mr. & Mrs. Taylor via email.

COPY

Connie Haselden

From: Jsfarm2@aol.com

Sent: Wednesday, April 30, 2008 11:02 PM

To: ClerkToCouncil

Subject: Requesting Appearance Before Florence County Council Meeting May 15, 2008

Ms. Haselden,

Our telephone conversation on Tuesday, April 29, 2008, you gave me the web site to view and be able to send the following email by the deadline, May 2, 2008 for the May 15, 2008 meeting.

We would like to request to appear on the agenda at the Florence County Council meeting on May 15, 2008. The map amendment #2008-28 requested by Sharon M. & Jerry D. Taylor Sr. to change the zoning district designation for property located at 3465 James Turner Road, Effingham shown on Florence County Tax Map No. 127, Block 1, Parcel 273 from R-1, Single Family Residential District to R-3, Single Family Residential District. This PC#2008-28 was submitted at the April 22, 2008 Planning Commission meeting.

The reason for asking for a rezoning R-1 to R-3 so that we would be able to move a double-wide mobile home on our property for our son to move into. This would be beneficial for him to be able to assist with issues regarding his grandmother and his parents' health and property upkeep. We have owned our property on James Turner Road for 24 years. Before then the majority of land belonged to my grandparents. In speaking with the majority of neighbors, they do not oppose the change. We look forward to hearing from you regarding request on agenda.

Thanking you in advance.

Sharon M. & Jerry D. Taylor Sr.

3501 James Turner Road

Effingham, South Carolina 29541

843-665-0298

843-992-0198

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FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Appearances
Southside Middle School 7th Grade World History Class
Brian S. Harvey, Gifted and Talented Education

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Brian S. Harvey, Gifted and Talented Education, requests that the Southside Middle School 7th Grade World History Class appear before Council to discuss Breed Specific Legislation.

ATTACHMENTS:

A copy of the request received via email from Mr. Harvey.

COPY

Connie Haselden

From: Harvey, Brian [BHarvey@fsd1.org]
Sent: Friday, May 02, 2008 9:44 AM
To: ClerkToCouncil
Cc: 'mcaplan@wbtw.com'; 'dhart@wbtw.com'; 'lmv@wpde.com'; 'hlogan@florencenews.com'; Washington, Craig
Subject: Florence County Council Agenda Request

Dear Connie Y. Haselden, Clerk to County Council,

On behalf of my Southside Middle School 7th Grade World History (Gifted and Talented) class, I Brian Harvey, (Teacher) am requesting that my class be put on the agenda for the Florence County Council Meeting on May 15th at 9:00am. The topic my class would like to discuss is Breed Specific Legislation (BSL). Breed Specific Legislation or BSL is legislation prohibiting citizens from owning a specific breed of dog for any given reason. My class, as well as many others around South Carolina and the country want to stop this unlawful legislation. My students will be giving a presentation on why this legislation should not be considered in Florence County. Thank you for your time and I look forward to seeing you on May 15, 2008.

Sincerely,

Brian S. Harvey
Gifted and Talented Education
7th Grade World History
Southside Middle School
843-664-8467

COPY

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Resolution No. 27-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(A Resolution Authorizing The Execution And Delivery Of A Memorandum Of Understanding By And Among Project Gateway, Florence County, And Other Signatories Thereto Which Outlines Certain Economic Incentives That Will Be Made Available To Project Gateway Under Certain Situations; And Authorizing The Execution And Delivery Of An Inducement And Millage Rate Agreement By And Between Project Gateway And Florence County.)

OPTIONS:

1. *(Recommended)* Approve Resolution No. 27-2007/08.
2. Provide an alternate directive.

ATTACHMENTS:

1. Resolution No. 27-2007/08.
2. Proposed Memorandum of Understanding.
3. Proposed Inducement and Millage Rate Agreement.

Sponsor(s)/Department : County Council
Adopted: : May 15, 2008
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 27-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution Authorizing The Execution And Delivery Of A Memorandum Of Understanding By And Among Project Gateway, Florence County, And Other Signatories Thereto Which Outlines Certain Economic Incentives That Will Be Made Available To Project Gateway Under Certain Situations; And Authorizing The Execution And Delivery Of An Inducement And Millage Rate Agreement By And Between Project Gateway And Florence County.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to enter into an Agreement (the "Fee Agreement") with respect to a project pursuant to Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code"), which requires the industry to make a payment of a fee in lieu of taxes (the "Fee Agreement"), through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and
2. The County is authorized and empowered to expend monies in the furtherance of industrial and other economic development projects which will benefit the general welfare of the County, through the expenditure of funds appropriated for such purpose; and
3. The County is authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties (the "Multi-County Park"); and
4. The County is authorized to provide to industries a credit against or payment derived from fee payments in lieu of taxes for paying the costs of designing, acquiring, constructing, improving or expanding (a) the infrastructure serving the County or the industry or (b) for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (the "Credit"); and
5. Project Gateway and/or its subsidiaries, affiliates, successors, assigns, sponsors, lessors and others (collectively, the "Company"), desire to invest capital estimated to be approximately \$105,000,000 over a five (5) year period for the purpose of acquiring land, constructing a facility and improvements thereon, and the installation of fixtures, machinery, equipment, office furniture and other property, and the Company also desires to create approximately 350 new, full-time and part time jobs, all for the purpose of operating a manufacturing facility in the County (the

"Project"), and the County has determined on the basis of information supplied to it by the Company that the Project would subserve the purposes of the Act; and

6. The County wishes to induce the Company to undertake the Project by offering the inducements set forth herein below and in the Memorandum of Understanding (the "MOU") substantially attached hereto as *Exhibit A* and the Inducement and Millage Rate Agreement (the "Inducement Agreement") substantially attached hereto as *Exhibit B*; and

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the project are greater than the costs; and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The provisions, terms and conditions of the MOU, which describes and outlines certain grants, credits, and other economic incentives that will be made available to the Company under certain situations, are hereby approved, with such changes, not materially inconsistent with the attached MOU or materially adverse to the County, as may be advised or approved by the County Attorney; and the Chairperson of County Council is hereby authorized and directed to execute the MOU with the Company.

Section 3. The provisions, terms, and conditions of the Incentive Agreement, which describes the basic terms of the Fee Agreement, the Multi-County Park, and the Credit (collectively, the "Incentives") are hereby approved, with such changes, not materially inconsistent with the attached Incentive Agreement or materially adverse to the County, as may be advised or approved by the County Attorney; and the Chairperson of County Council is hereby authorized and directed to execute the Incentive Agreement with the Company.

Section 4. The further details of the Incentives shall be prescribed by subsequent ordinances of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 5. If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

Section 6. This Resolution shall constitute an inducement resolution for purposes of the Act.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into by and among a financial institution that is acting as financier and/or lessor (the "Bank" or "Sponsor") in a synthetic lease arrangement with a company, including any related entities (the "Company" or "Sponsor"), that plans to operate a manufacturing facility in Florence County (collectively, the "Sponsors" or more than one, the "Sponsor(s)"), all of whom have been identified to the other parties to this MOU, and Florence County, South Carolina, A BODY POLITIC AND CORPORATE AND A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, (the "County"), the City of Florence, South Carolina (the "City"), the Department of Commerce, State of South Carolina ("DOC") and Pee Dee Electric Cooperative, Inc. ("PDEC") as of the date below. This MOU is intended to reflect the understanding, commitment, and intent of the parties as to the inducements and arrangements that are the basis for the Sponsors' decision to invest in and/or locate and operate a facility for manufacturing, assembling, consolidating, and distributing products located on real property within the County (the "Site") (collectively, the "Project"), in the absence of which commitments, arrangements, and inducements, the Sponsors would not consider proceeding with the Project. The County, the City, DOC, and PDEC acknowledge the Sponsors' reliance upon such commitments, arrangements, and incentives in proceeding with the Project.

I. City of Florence Commitments.

A. Water Service. The City will provide water service to the Project. The City will provide to Sponsor(s) connection fees (initial contributory load fees and tap fees) that are equal to or the same as the connection fees charged to industrial customers within the city limits of the City. Based upon the representations made to the City by Sponsor(s) regarding the Project and the levels of water usage therein, the initial contributory load fee will be sixty cents (\$0.60) per gallon per day pursuant to Section 12-149(h) of the City Code of Ordinances ("City Code") and the service fee will be the same fee as charged customers within the city limits of the City for the same size meter, pursuant to Section 12-150 of the City Code. The initial contributory load fees will be payable to the City in a lump sum payment on the fifth (5th) anniversary of the filing of the initial applications for water services, with all other connection fees to be paid at time of connection. For a period of 15 years from the date of the filing of the initial applications for water services, should further expansion or development occur at the Project or Site, requiring application for increase in contributory demand and/or contributory loading charges for water service, the City will provide such loading charges at the same fee/rate as the initial fees (i.e. \$0.60/gal/day). In addition, for any period of service, initially or otherwise, the City will charge Sponsor(s) monthly water rates as set forth in Section 12-161.2(a) of the City Code.

B. Sewer/Wastewater Service. The City will provide sewer service to the Project. The City will provide to Sponsor(s) connection fees (initial contributory load fees) that are equal to or the same as the connection fees charged to industrial customers within the city limits of the City. Based upon the representations made to the City by Sponsor(s) regarding the Project and the levels of sewer/wastewater usage therein, the initial contributory load fee will be sixty cents (\$0.60) per gallon per day pursuant to Section 12-67(k) of the City Code. The initial

contributory load fees will be payable to the City in a lump sum payment on the fifth (5th) anniversary of the filing of the initial applications for sewer services, any other sewer connection fees to be paid at time of connection. For a period of 15 years from the date of the filing of the initial applications for sewer services, should further expansion or development occur at the Project or Site, requiring application for increase in contributory demand and/or contributory loading charges for sewer service, the City will provide such loading charges at the same fee/rate as the initial fees (i.e. \$0.60/gal/day). In addition, for any period of service, initially or otherwise, the City will charge Sponsor(s) monthly sewer rates as set forth in Section 12-87.2(a) of the City Code.

C. Assistance. The City will use its good faith, best efforts to assist Sponsor(s) in identifying and obtaining all credits, grants, or other incentives for use by Sponsor(s) as to the Project.

II. Pee Dee Electric Cooperative Commitments.

A. Electrical Service. Electrical service to the Project will be provided by PDEC, pursuant to a standard contract for power service to be entered into between PDEC and Sponsor(s) at a later date. Such contract shall include Start Up Power Rider demand credits of 50%, 30%, and 20% per year, respectively, over the first three (3) years of operation. The specific terms, conditions, and details of such credits to be provided in the contract for power service.

B. License Fee Credits. PDEC will provide up to \$200,000 in license fee credits to be used only for qualifying infrastructure for the Project pursuant to Chapter 20, Title 12 of the Code of Laws of South Carolina, 1976, as amended. Such credits to be administered by the County.

C. Grant. PDEC will grant Sponsor(s) the amount of \$500,000 to reimburse for site preparation, infrastructure and/or building costs in connection with the Project. Such grant is contingent upon the Sponsor(s) meeting two of the following three criteria: (a) creation of at least 200 full-time jobs; (b) investment of at least \$50,000,000 in the Project during the first three (3) years; and/or (c) utilization of a 5 MW connected load. Such grant funds shall be paid at or after Sponsor(s) execute the contract for power service referred to in Section IIA of this MOU, and within 30 days of presentation of an invoice for such costs to PDEC.

D. Assistance. PDEC will use its good faith, best efforts to assist Sponsor(s) in identifying and obtaining all available land cost reductions, credits, grants, or other incentives for use by Sponsor(s) as to the Project.

III. Florence County Commitments.

A. Easements and Variances. Upon request by Sponsor(s), the county shall use its good faith, best efforts to obtain on behalf of, and without cost to, Sponsors any easements or waivers or variances with respect to any restrictive covenants, zoning laws or regulations affecting the Project site, which Sponsor(s), upon advice of its/their counsel, consultants,

designers, or contractors, may deem necessary for the optimal placement of improvements on the Site.

B. Zoning/Land Use. The Site is zoned for the Sponsors' intended present and contemplated future uses that include manufacturing, assembling, consolidating, and distributing, and, as accessory uses, warehouse sales, headquarters and office uses. Without limiting the generality of the foregoing, the County represents that the Site is not subject to County zoning. To the best knowledge of the County, no other zoning, covenants, land use or site development requirements exist that may restrict or delay the Sponsor(s)' development and use of the Site.

C. Permitting. The County, in conjunction with DOC, will assist with the identification and coordination of and will use its good faith, best efforts to cause all State, County, and local construction, zoning, environmental, and other permits, approvals, and consents that may be necessary or desirable in connection with the construction of the Project and the operation thereof by the Company to be issued or obtained on an expedited and timely basis. Based upon the information provided to the County by the Sponsors concerning the Project, the County does not presently foresee any problem with respect to the development, permitting, construction and operation of the Project.

D. License Fee Credits. The County will provide up to \$100,000 in license fee credit payments previously received by the County to be used only for qualifying infrastructure for the Project pursuant to Title 12, Chapter 20, of the Code of Laws of South Carolina, 1976, as amended. Such credit payments are in addition to and different sums than the license fee credits provided by PDEC referred to in Section IIB of this MOU. This money, along with the other monies derived from license fee credits provided by PDEC and AT&T as referred to elsewhere in this MOU, shall be paid within 30 days of presentation of County approved invoices for such costs to the County.

E. Grants.

1. Discretionary Grant. The County shall provide \$1,400,000 to the Project to be used for any costs associated with site acquisition, construction costs, infrastructure, design and planning costs, equipment costs, or similar costs involved in development of the Project. The County represents that the source of the funding for this grant is the County's own funds and that such expenditure has been duly authorized and is permitted and enforceable under South Carolina law. Such grant monies to be paid at the time of presentation of costs, as described above, incurred, or to be incurred, in which case such future costs must be evidenced by binding agreements to the satisfaction of the County, by a Sponsor. Payments may be made in partial amounts so long as the total of all payments made does not exceed the total of the grant. The County agrees that it will not charge against the grant, or seek reimbursement from Sponsor(s), any costs associated with administration of the grant.

2. Site Acquisition Grant. The County shall provide \$600,000 to Sponsor(s) for use in acquisition of the Site. The County represents that the source of the funding for this grant is the County's own funds and that such expenditure has been duly authorized and is permitted and enforceable under South Carolina law. Such grant monies will be made provided

at the closing of the Site and disbursed to the seller of the Site. The County agrees that it will not charge against the grant, or seek reimbursement from Sponsor(s), any costs associated with administration of the grant.

3. Clawback Provision. If Sponsors, collectively, fail to invest \$100,000,000 as defined under Section 2.2 of the Inducement and Millage Rate Agreement within the investment period as defined by that same Section, then the calculations in Section 2.2(A)(i) of the Inducement and Millage Rate Agreement shall apply to a percentage reduction/refund by Sponsor(s) as to both the Discretionary Grant and Site Acquisition Grant described herein. Section 2.2(A)(ii) shall specifically not apply to this Section III(E) as to either Grant. Sections 2.2(F) and (H) of the Inducement and Millage Rate Agreement shall apply herein, as they relate to the investment amount of \$100,000,000.

F. Inducement and Millage Rate Agreement and Fee Agreement. The County agrees to enter into an Inducement and Millage Rate Agreement and a Fee Agreement with Sponsors that will provide for a fee-in-lieu-of-tax agreement, to include but not be limited to an assessment ratio of 6% for at least 20 years, a set millage rate for the same period, an alternative payment method at the discretion of the Sponsor(s), a Multi-County Park Agreement with Williamsburg County or other county as may be designated, and 40% Special Source Revenue Credits for a period of 20 years, all as will be more fully described in the terms and conditions contained within the Inducement and Millage Rate Agreement and the Fee Agreement. The County agrees to enact all ordinances, resolutions, and other action as may be necessary to effect the Inducement and Millage Rate Agreement and the Fee Agreement.

G. Employee Training. The County, in conjunction with DOC, will assist with the identification and coordination of and will use its good faith, best efforts to assist Sponsor(s) in obtaining training of their employees through ReadySC or other state-supported employee training programs.

H. Assistance. The County will use its good faith, best efforts to assist Sponsor(s) in identifying and obtaining all available land cost reductions, credits, grants or other incentives for use by Sponsor(s) as to the Project.

IV. Department of Commerce Commitments.

A. Job Development Credits. The DOC shall use its good faith, best efforts to assist Sponsor(s) in completing and obtaining approval of Sponsor(s)' Application for Qualification for Enterprise Program Incentives from the South Carolina Coordinating Council for Economic Development (the "Coordinating Council") and will assist Sponsor(s) with obtaining the Preliminary Revitalization Agreement and the Revitalization Agreement with the Coordinating Council.

B. Set-Aside Grant. DOC will provide a grant to Sponsor(s) of \$1,500,000 from the Economic Development Set-Aside Fund. The eligibility for such monies and terms and conditions of the grant shall be provided in a Performance Agreement entered into by DOC and Sponsor(s). DOC shall use its good faith, best efforts to enter into the Performance Agreement

in a timely fashion. Said monies shall be payable to Sponsor(s) subject to the terms and conditions of the Performance Agreement. DOC agrees that it will not charge against the grant, or seek reimbursement from Sponsor(s), any costs associated with administration of the grant.

C. Closing Grant. DOC will provide a grant to Sponsor(s) of \$2,000,000 from the Governor's Closing Fund. Such funds shall be available for use by Sponsor(s) for any related Project costs, at the sole discretion of Sponsor(s). The eligibility for such monies and terms and conditions of the grant shall be provided in a Performance Agreement entered into by DOC and Sponsor(s). DOC shall use its good faith, best efforts to enter into the Performance Agreement in a timely fashion. Said monies shall be payable to Sponsor(s) subject to the terms and conditions of the Performance Agreement. DOC agrees that it will not charge against the grant, or seek reimbursement from Sponsor(s), any costs associated with administration of the grant.

D. Permitting. DOC, in conjunction with the County, will assist with the identification and coordination of and will use its good faith, best efforts to cause all State, County, and local construction, zoning, environmental, and other permits, approvals, and consents that may be necessary or desirable in connection with the construction of the Project and the operation thereof by Sponsor(s), to be issued or obtained on an expedited and timely basis. Based upon the information provided to DOC by the Sponsors concerning the Project, DOC does not presently foresee any problem with respect to the development, permitting, construction and operation of the Project.

E. Employee Training. DOC, in conjunction with the County, will assist with the identification and coordination of and will use its good faith, best efforts to assist Sponsor(s) in obtaining training of their employees through ReadySC or other state-supported employee training programs. It is represented to Sponsor(s) that the estimated value/cost of such incentive is approximately \$4,000 per employee.

F. Assistance. DOC will use its good faith, best efforts to assist Sponsor(s) in identifying and obtaining all available land cost reductions, credits, grants or other incentives for use by Sponsor(s) as to the Project, including, but not limited to, any filings or applications for any available tax credits or exemptions, including Job Tax Credits, Investment Tax Credits, and Sales Tax Exemptions, and in coordinating such effort on the part of other State Agencies.

V. **Other Commitments Or Related Agreements.**

A. ReadySC Training. ReadySC (formerly known as the Center for Accelerated Technology Training) will provide training to Sponsor(s)' employees under the terms and conditions of its training programs. This commitment is more fully provided in a letter from ReadySC attached as Exhibit __ to this MOU.

B. Additional License Fee Credit. AT&T will provide up to \$35,000 in license fee credits to be used only for qualifying infrastructure for the Project pursuant to Title 12, Chapter 20, of the Code of Laws of South Carolina, 1976, as amended. Such credits to be administered by the County. This commitment is more fully provided in a letter from AT&T attached as Exhibit __ to this MOU.

C. Fees and Costs. The County, the City, PDEC, and DOC agree to pay their respective legal fees and other administrative costs, including any ongoing administrative costs in connection with the transactions contemplated by this MOU, to include costs involved with execution of all documents necessary for location of the Project or as contemplated herein; except for such legal fees and expenses by the County as may be agreed to between the County and Sponsors as provided in the Inducement and Millage Rate Agreement and/or the Fee Agreement. Unless specifically provided by this MOU, no grants or credits provided for in this MOU shall be reduced by any administrative costs of the granting or administering party.

VI. Sponsor(s) Contingencies.

The Sponsors reserve their final decision as to whether or not to locate the Project at the Site and/or in Florence County and/or the State of South Carolina until it receives satisfactory commitments or assurances regarding the following items:

A. Negotiation of credit facilities and/or other internal or external financing arrangements satisfactory to the Sponsors;

B. Resolution of title, rights-of-ways, permitting, design, usage, and environmental issues relating to the Site in a manner satisfactory to Sponsors;

C. Expedited processing, approval, and permitting from the County and/or State of South Carolina, as applicable, of drawings, plans, applications, and other items for and pertaining to construction of the Project;

D. Approval of the Project, and the various contracts and agreements referred to or contemplated in this MOU, by the managing boards of the Sponsors or related entities, as may be required;

E. Formal approval and passage of all required Resolutions, Ordinances, or other approval documents as may be required or permitted by law, by the County, the City, DOC, or other related state agencies, including but not limited to the Coordinating Council, and the execution of all documents necessary to locate the Project in the County, or as contemplated in this MOU.

VII. Sponsors/Sponsor(s) Commitments.

If commitments and assurances satisfactory to Sponsors (as described and summarized hereinabove) are promptly forthcoming from appropriate entities and authorities, and subject to Article VI above, Sponsors are prepared to commit to the Site for development of the Project and will, in addition, endeavor in good faith to invest approximately \$105,000,000, to include investment in property statutorily exempt from property taxes or fee-in-lieu-of-taxes, in the Project within an investment period as defined in Title 12, Chapter 44, of the Code of Laws of South Carolina, 1976, as amended, and to create approximately 350 new jobs within the same investment period.

The parties hereto agree that there may be more detailed and specific investment amounts and job numbers used in the various agreements or contracts referenced in this MOU that are different from this Section, and which may also contain different periods by which such investments or jobs creation are measured, and that such other investment amounts, job numbers, or time periods/terms shall control as to each such other agreement or contract.

It is anticipated that Sponsor(s) may agree from time to time, as between themselves, to allocate and reallocate certain rights and undertakings of the Sponsor(s) outlined herein to one or the other of the Sponsor(s). For example, in the synthetic leasing documents they execute for the Project, Sponsor(s) may allocate the responsibility for funding of the investment described in this Section to the Bank. Such documents, however, may also give the Company the option (and in certain limited circumstances, the obligation) to acquire the Bank's interest in the Project, whereupon the Company will assume responsibility for funding any remaining investment yet to be made. In any event, to the extent that Sponsor(s) do agree between themselves to allocate or reallocate rights and undertakings outlined herein, such agreement will be effective for purposes of this MOU. That is to say, no Sponsor will have any rights hereunder that have been allocated or reallocated to another Sponsor by agreement of the Sponsor(s); and no Sponsor will be accountable to the other parties to this MOU for any undertakings herein that have been allocated or reallocated to another Sponsor by agreement of the Sponsor(s).

Further, although Sponsor(s) may lose certain rights and benefits outlined in this MOU if they fail to satisfy their commitments made herein or in the other various agreements or contracts referenced in this MOU, in no event will any such failure result in liability of the Sponsor(s) to any other party to this MOU for damages in excess of the payments (if any) that the Sponsor(s) actually received from such party as provided herein. (This provision, will not, however, be construed to limit the liability of one Sponsor to another Sponsor for any breach of agreements made between them, including agreements which will govern their synthetic lease arrangement.)

VIII. Confidentiality.

All parties to this MOU acknowledge and understand that the Sponsors utilize confidential and proprietary "state of the art" financing arrangements, equipment, processes and techniques and that any disclosure of any information relating to such financing arrangements, equipment, processes, information and techniques would result in substantial harm to one or more Sponsors and thereby could have significant detrimental impact on Sponsor(s). Consequently, all parties to this MOU agree to keep confidential the nature, description and type of financing, machinery, equipment, processes, and techniques that any such party may observe or be privy to, and further agree not to disclose the nature, description, or any type of such financing, machinery, equipment, processes, or techniques to any other person or entity other than as may be specifically approved in writing by Sponsors.

IX. Assignment.

To the extent permitted by law, a Sponsor may assign a part or all of its rights, obligations, contingencies, or commitments under this MOU to one or more entities organized or

designated by Sponsor to own or operate the Project or any part thereof and the County, the City, PDEC, and DOC hereby agree and consent to such assignment(s).

X. Force Majeure.

Should Sponsor(s) be unable to meet its/their commitments hereunder as a result of a "Force Majeure Event" then such Sponsor(s) shall be excused from its/their performance obligations under this MOU for such time as is reasonable and prudent to recover from or remedy the Force Majeure Event. Sponsor(s) shall give reasonable written notice to the other Parties with full details following the occurrence of the cause relied upon. "Force Majeure Event" shall mean (A) any taking of any part of the property comprising the Project by eminent domain, or (B) any damage to the property comprising the Project that is caused by fire or acts of God (such as flood, lightning, earthquake or hurricane), war, strikes and other labor disputes, or riot or similar civil disturbance, but only to the extent such damage or disruption was beyond the control of and not caused in whole or in part by negligence, illegal acts or willful misconduct on the part of Sponsor(s), or (C) such general state-wide or geographically greater, economic downturn or malaise exists, that reasonable manufacturing concerns in the same or similar position as Sponsor(s) are experiencing inability to invest in capital projects or are required to curtail job growth or engage in reduction in force plans in business operations.

XI. Understanding.

The Sponsors acknowledge that DOC cannot, by execution of this MOU, create binding commitments on behalf of the various agencies of the State of South Carolina referred to herein and that, therefore, in the event of any inconsistencies between the provisions of this MOU as to DOC or the State of South Carolina and the terms of any application, agreement, letters of commitment, or statutes (collectively, the "Other Terms"), the Other Terms shall prevail.

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CITY OF FLORENCE

By: _____
David N. Williams
City Manager

FLORENCE COUNTY

By: _____
K. G. Rusty Smith

PEE DEE ELECTRIC COOP, INC.

By: _____
E. LeRoy Nettles, Jr.
President and CEO

**STATE OF SOUTH CAROLINA
DEPARTMENT OF COMMERCE**

By: _____

PROJECT GATEWAY (SPONSORS)

By: _____

INDUCEMENT AND MILLAGE RATE AGREEMENT

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") is made and entered into between Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Gateway that is more fully described herein.

WITNESSETH

WHEREAS, the County is authorized to make and execute contracts of the type embodied by this Agreement; and

WHEREAS, Project Gateway is comprised of a bank, or its leasing affiliate, which will be acting as a financier and lessor, in the form of a synthetic lease, and as owner of certain property provided for herein, and a company, including related entities, that plans to operate such property as a manufacturing facility; that these entities have been identified in confidence to certain officials and representatives of the County, and at such time as the laws of the State of South Carolina so require, the components of Project Gateway will be publicly identified, to include an addendum to this Agreement, if necessary; throughout and herein, the component entities of Project Gateway will be collectively identified as "Sponsors" and one or more will be identified as "Sponsor(s)"; and

WHEREAS, the Sponsors are considering an investment through themselves and/or one or more existing or to-be-formed affiliated or related entities and/or one or more unrelated parties, including third party lessors, on real property located within the County (the "Site") and previously identified to the County; and

WHEREAS, the Sponsors contemplate that the investment will consist of the purchase of the Site and construction and operation of a manufacturing facility thereon (collectively, the "Project"); and

WHEREAS, the Sponsors anticipate that the total investment of the Project will be approximately \$105,000,000, inclusive of property statutorily exempt from property taxes or FILOT payments, over a five year period; and

WHEREAS, the Sponsors anticipate the creation of approximately 350 new jobs over a five year period measured from the commencement of operations at the Project; and

WHEREAS, the County wishes to induce the Sponsors to locate the Project within the County and, as set forth in more detail herein, the County, acting by and through its governing body, desires to present the Sponsors with a competitive incentive package representing such inducement; and

WHEREAS, the County Council has approved the terms of this Agreement by Resolution adopted on May 15, 2008; and

WHEREAS, in the same Resolution, the County has approved, and authorized the Chairman of County Council to execute a Memorandum of Understanding that sets forth certain inducements and commitments by the County and others, as inducement to Sponsors to locate Project in the County; and

WHEREAS, the County acknowledges that the Sponsors are relying on the commitments set forth herein in making their decision to locate the Project within the County, and the Sponsors acknowledge that the County is relying on the commitments set forth herein in making its decision to offer this inducement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I MULTI-COUNTY PARK; FEE IN LIEU OF TAXES

Section 1.1 Multi-County Industrial Park. The County represents that it will take all necessary action to locate the Project within a multi-county industrial park established by the County and contiguous partner county in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, and the County agrees to use its best efforts to cause such contiguous county to take any necessary action to do the same. The County agrees to use its best efforts to ensure the Project remains within the bounds of a multi-county park for at least the longer of a 20-year period or the period of time the fee-in-lieu-of-tax agreement (as described in Section 1.2 below) is in place.

Section 1.2 Fee-in-Lieu of Ad Valorem Taxes.

A. Under the terms prescribed herein, the County, at Sponsors' request, agrees to enter into a fee-in-lieu of ad valorem taxes ("FILOT") incentive (the "Fee Agreement") for a period of twenty (20) years for each component of all or a part of the Project placed in service during the investment period, all as provided for under, and pursuant to, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"). The Fee Agreement will be implemented through an ordinance to be adopted by County Council. The Fee Agreement shall provide for a 6% assessment ratio for all qualifying property and, at the Sponsors' request, the lowest fixed millage rate as may be currently allowed by law determined in accordance with the Act for the duration of the FILOT arrangement. The Fee Agreement shall contain, in substance, the following provisions:

- (i) The termination of the Fee Agreement will coincide with the payment of the final FILOT pursuant thereto;
- (ii) The Sponsor(s) shall make FILOT payments in accordance with and in the amounts established in the Fee Agreement (the County agrees to negotiate in good faith, an alternative payment as allowed per the Act);

(iii) The County and the Sponsors will agree that Sponsor(s), at its/their discretion, may dispose of property and replace property subject to FILOT payments as set forth in the Act.

B. The Sponsor(s) agree, if the Project proceeds, to acquire by construction, lease and/or purchase real and personal property, including, but not limited to, the land, improvements, buildings, office equipment, machinery and furniture constituting the Project, such Project to represent an targeted aggregate investment of approximately \$105,000,000, which includes a commitment of an aggregate investment of at least \$100,000,000 as to Section 2.2 of this Agreement, and a FILOT eligible investment by all Sponsors of at least \$2,500,000, such amount to be calculated taking into consideration all assets of the Project reportable for property tax and fee-in-lieu of tax purposes, and inclusive of property statutorily exempt from property taxes or FILOT payments. In the event Sponsor(s) fail to satisfy the requirements of this Paragraph or any other provisions of this Agreement, the County may, as its sole remedies, terminate certain rights of the Sponsor(s) hereunder and require certain payments, all as described in the next Paragraph and in Section 2.2 below.

C. If the Sponsors fail to meet a total investment level of more than \$10,000,000 (without regard to depreciation) in the time allowed under the Act (i.e. five years) and provided that any Sponsor participating in the Project fails to meet an individual minimum investment level (as defined in the Act) of \$2,500,000 in the time allowed under the Act (i.e., five years), then such Sponsor's FILOT arrangement shall terminate and a Sponsor(s) shall pay the County an additional amount equal (if any) to Sponsors' total savings from the time the first FILOT payment was made to that point (that is, the difference between the fee amount paid by Sponsor(s) and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions, plus interest in the manner provided in Section 12-54-25 of the Code of Laws of South Carolina, 1976, as amended). In no event shall the FILOT payments terminate with respect to any Sponsor as long as that Sponsor maintains a minimum investment of \$2,500,000.

D. The County agrees that Sponsor(s) may remove at any time during the term of the Fee Agreement property from the Project and dispose of it (as defined in the Act) with the consequence being the reduction of the FILOT payments, and/or replace such property and make the replacement property subject to the FILOT payments, all to the fullest extent allowed in and pursuant to the Act, subject, always, to the absolute requirement, statutory or otherwise, to maintain not less than \$2,500,000 in investment in the Project at all times.

E. The County agrees that Sponsor(s) may terminate the Fee Agreement at any time during the term thereof in their sole discretion, in which case the Project shall become subject to regular property taxes (or a fee equal to such regular property taxes in case the Project is located at the time of such termination in a multi-county industrial park as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended).

F. It is anticipated that Sponsor(s) may agree from time to time, as between themselves, to allocate and reallocate certain rights and undertakings of the Sponsors described herein to one or the other of the Sponsor(s). For example, in the synthetic leasing documents

they execute for the Project, the Sponsor(s) may allocate the responsibility for funding of the investment described in subsection B above to the lessor. Such documents, however, may also give the lessee the option (and in certain limited circumstances, the obligation) to acquire the lessor's interest in the Project, whereupon the lessee will assume responsibility for funding any remaining investment yet to be made. In any event, to the extent that the Sponsor(s) do agree between themselves to allocate or reallocate rights and undertakings described herein, such agreement will be effective for purposes of this Agreement. That is to say, no Sponsor will have any rights hereunder that have been allocated or reallocated to the another Sponsor by agreement of the Sponsor(s); and no Sponsor will be accountable to the County for any undertakings described herein that have been allocated or reallocated to another Sponsor by agreement of the Sponsor(s).

**ARTICLE II
SPECIAL SOURCE REVENUE CREDITS; CLAWBACK**

Section 2.1 Special Source Revenue Credits. The County agrees that for the first twenty (20) years of any actual FILOT payment, Sponsor(s) are entitled to apply and/or receive a forty percent (40%) credit against such FILOT payments (the "Credit"), or in lieu of such Credit, receive a corresponding payment from the County (the "Payment") (collectively, the "SSRC"), pursuant to Section 12-44-70 of the Code of Laws of South Carolina, 1976, as amended. The SSRC may apply to any costs as allowed, or provided for, in Section 4-29-68(A)(2) of the Code of Laws, 1976, as amended (the "Costs"). The Costs may be incurred at any time during the term of the Fee Agreement, and the SSRC may be applied and/or received at any point during the twenty (20) years provided for in this Section 2.1, except that no SSRC may be received from any yearly FILOT payment that exceeds forty percent (40%) of that year's total FILOT payment. All carryovers of SSRC shall be allowed from year to year throughout the twenty (20) years provided for in this Section 2.1, subject only to the above exception that no SSRC may be received from any yearly FILOT payment that exceeds forty percent (40%) of that year's total FILOT payment.

Section 2.2 Clawback Provision.

A(i). If the Sponsors, collectively, fail to invest at least \$100,000,000 in eligible investments under the Act (based on the original income tax basis, without depreciation), within the "investment period" as defined in the Act, to include any extension thereof (the "Investment Period"), then the SSRC as provided in this Article shall be reduced based upon the following calculations:

Step 1:

$$\frac{\text{Actual Investment}}{\$100,000,000} \times 100 = \text{Investment Achievement Percentage}$$

Step 2:

$$100\% - \text{Investment Achievement Percentage} = \text{Credit Reduction Factor}$$

Step 3:

If the Credit Reduction Factor is greater than 0%, then the SSRC provided to Sponsor(s) shall be reduced by the Credit Reduction Factor retroactive to the first period in which Sponsor(s) received any SSRC;

Or,

A(ii). If the Sponsors, collectively, fail to create at least 315 new jobs at the Project within the Investment Period, then the SSRC as provided in this Article shall be reduced based upon the following calculations:

Step 1:

$$\frac{\text{Actual Job Creation}}{315} \times 100 = \text{Job Achievement Percentage}$$

Step 2:

$$100\% - \text{Job Achievement Percentage} = \text{Credit Reduction Factor}$$

Step 3:

If the Credit Reduction Factor is greater than 0%, then the SSRC provided to Sponsor(s) shall be reduced by the Credit Reduction Factor retroactive to the first period in which Sponsor(s) received any SSRC.

B. In the event Sponsors fail to achieve both the investment and the job targets, the SSRC would only be reduced by the highest Credit Reduction Factor. Under no circumstances will the SSRC be reduced by both Credit Reduction Factors.

C. If an amount described in Section 2.2(A)(i) or (ii) is due retroactively, such amount shall not be paid by Sponsor(s) but rather will be assessed proportionally against any SSRC in subsequent years that correspond to the number of years for which retroactive assessment is due.

D. Following calculations described in this Section, the ensuing/subsequent SSRC for each year shall only be reduced by the amount of the highest of the Credit Reduction Factors, and Sponsor(s) shall continue to receive SSRC for the remaining years under Section 2.1, except that the percentage of SSRC to the FILOT payment for each such year shall be reduced by the applicable Credit Reduction Factor.

E. Under no circumstances will the application of FILOT payments, and the terms and conditions as to calculations of FILOT payments, including but not limited to, the assessment ratio, fixed millage rate, termination date, alternative payment method (if used), under the Act, or the Multi-County Industrial Park, all as provided in Article I of this Agreement, be modified or changed as a result of any application of this Section 2.2. As long as Sponsors shall maintain the

statutory minimum investment requirement under the Act, Sponsors shall be entitled to all benefits of the FILOT payments and the Act.

F. The parties agree that the measurements of total investment amount and total jobs creation under this Section 2.2(A)(i) and (ii) will occur on December 31 of the year in which the Investment Period ends. If at any time during the Investment Period, the Sponsors reach the total investment of \$100,000,000 than at that point in time, Section 2.2(A)(i) shall no longer apply, regardless of whether the total investment amount thereafter becomes less than \$100,000,000. If at any time during the Investment Period the Sponsors reach the total job creation of 315 than at that point in time, Section 2.2(A)(ii) shall no longer apply, regardless of whether the number of jobs thereafter becomes less than 315.

G. The remedies provided in the clawback provisions of this Section 2.2 of this Agreement shall be the County's sole remedies for failure to reach an investment amount of \$100,000,000 or job creation of 315 jobs.

H. Should Sponsor(s) be unable to meet 100% of its/their Investment Achievement or Job Achievement as set forth in Section 2.2, as a result of a "Force Majeure Event" then the Investment Period, only as applied in this Article, shall be tolled for such time as is reasonable and prudent for the Sponsor(s) to recover from or remedy the results of the Force Majeure Event. Sponsor(s) shall give reasonable written notice to the County with full details following the occurrence of the cause relied upon, to include a reasonable estimate of the remedy or recovery period. The Sponsor(s) will then advise the County in writing when the remedy or recovery is complete. Once the Sponsor(s) has remedied or recovered from the Force Majeure Event, the tolling period shall end and the remaining time within the Investment Period shall begin, and at the conclusion of such Investment Period, the application of the clawback provisions in Section 2.2 of this Article shall be enforced, if applicable. If, during the tolling period or recommenced Investment Period, the Sponsor(s) shall meet the investment amount and/or jobs creation number, then Section 2.2(F) shall immediately apply. "Force Majeure Event" shall mean (A) any taking of any part of the property comprising the Project by eminent domain, or (B) any damage to the property comprising the Project that is caused by fire or acts of God (such as flood, lightning, earthquake or hurricane), war, strikes and other labor disputes, or riot or similar civil disturbance, but only to the extent such damage or disruption was beyond the control of and not caused in whole or in part by negligence, illegal acts or willful misconduct on the part of Sponsor(s), or (C) such general state-wide or geographically greater, economic downturn or malaise exists, that reasonable manufacturing concerns in the same or similar position as Sponsor(s) are experiencing inability to invest in capital projects or are required to curtail job growth or engage in reduction in force plans in business operations.

ARTICLE III MISCELLANEOUS

Section 3.1 Applicable Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with the laws of South Carolina, without regard to conflict of law principles.

Section 3.2 Binding Effect of Agreement. To the extent permitted by law, this Agreement represents binding and enforceable commitments between the Sponsor(s) and the County, including its constituent agencies, departments and other entities.

Section 3.3 Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 3.4 Inducement Resolution. By Resolution dated May 15, 2008, County Council approved this Agreement and authorized the appropriate County officials to execute this Agreement. To the extent permitted by law, the County shall use its best reasonable efforts to take whatever actions are necessary and appropriate in order to comply with its undertakings in this Agreement.

Section 3.5 Counterparts. This Agreement may be signed in any number or counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument.

Section 3.6 Termination. THE PARTIES UNDERSTAND THAT THE SPONSOR(S) MAY CHOOSE NOT TO PROCEED WITH THE PROJECT AS HEREIN PROVIDED, IN WHICH EVENT THIS AGREEMENT SHALL BECOME VOID UPON NOTICE BY THE SPONSOR(S) TO THE COUNTY AS TO SUCH CHOICE.

Section 3.7 Assignment. Pursuant to, and, only to the extent permitted by and in accordance with the Act, a Sponsor may assign a part or all of its rights or obligations under this Agreement to one or more entities organized or designated by Sponsor to own or operate the Project or any part thereof and the County hereby agrees and consents to such assignment(s). The County also recognizes and agrees that the Project ownership may be split between two or more entities and the County agrees, if requested by Sponsors, to allow such entities also as project Sponsors and/or Sponsor Affiliates in any fee agreement with the Company all subject to the terms, provisions, and requirements of the Act, in all regards. All such entities shall be entitled to the full benefits of this Agreement. No other assignments are authorized without the written approval of the County, which approval will not be unreasonably withheld.

Section 3.8 Cooperation. The County agrees, to the extent permitted by law and at the Sponsors' request and expense, to cooperate with Sponsor(s) in sustaining the enforceability of this Agreement.

Section 3.9 Other Requirements. The County represents that other than as expressly set forth herein, there are no other requirements Sponsors must fulfill in order to obtain the incentives described herein.

Section 3.10 Authorization. The County represents that this Agreement has been properly authorized through the adoption of a resolution which identifies the Project and Sponsors.

Section 3.11 Limitation. All commitments of the County hereunder are subject to all of the provisions of the Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Section 3.12 Enactments. All commitments of the County and Sponsors hereunder are subject to the condition that the County and Sponsors agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and compliance by the County with the provisions of the South Carolina Home Rule Act, including the enactment by the County Council of an ordinances authorizing the execution and delivery of the Fee Agreement and Multi-County Park Agreement and approving the terms thereof.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
K. G. Rusty Smith, Jr.
In His Capacity As
Chairperson, County Council of
Florence County, South Carolina

(SEAL)
ATTEST:

Connie Y. Haselden
In Her Capacity As
Clerk to County Council
Florence County, South Carolina

PROJECT GATEWAY

By: _____

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Third Reading - Ordinance No. 20-2007/08

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

(An Ordinance Amending Florence County Code Chapter 6 – Animals And Fowl, In Its Entirety To Clarify Animal Care And Control Regulations.)

POINTS TO CONSIDER:

Fees outlined in this Ordinance have been amended to be in compliance with state law.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 20-2007/08
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 20-2007/08, as amended.

Sponsor(s) : County Council
 First Reading/Introduction : January 3, 2008
 Committee Referral : January 17, 2008
 Committee Consideration Date : January 24, 2008
 Committee Recommendation : April 17, 2008
 Second Reading : May 1, 2008
 Public Hearing : May 1, 2008
 Third Reading : May 15, 2008
 Effective Date : Immediately

I, _____,
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____.

ORDINANCE NO. 20-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Amending Florence County Code Chapter 6 – Animals And Fowl, In Its Entirety To Clarify Animal Care And Control Regulations.)

WHEREAS:

1. Section 47-3-20 of the Code of Laws of South Carolina, 1976, as amended, grants authority to Florence County to enact an ordinance for the care and control of dogs, cats, and other animals and to prescribe penalties for violations; and
2. Florence County Council has determined it is in the best interest of the citizens of Florence County to amend the animal control regulations by replacing Florence County Code Chapter 6, Animals and Fowl, in its entirety with language contained herein, which shall hereafter be known as the Florence County Animal Care and Control Ordinance.

NOW, THEREFORE BE IT ORDAINED BY FLORENCE COUNTY COUNCIL DULY ASSEMBLED, THAT:

1. In order to clarify animal care and control regulations, Florence County Code, Chapter 6, Animals and Fowl, is hereby replaced in its entirety with the language attached hereto and incorporated herein by reference.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect with the invalid provision or application and to this end, the provisions of this Ordinance is severable.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

 Approved as to Form and Content
 James C. Rushton, III, County Attorney

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

Chapter 6

ANIMAL CARE AND CONTROL

SEC. 6-1 Animal Care

- A. No owners shall fail to provide domesticated or constrained animals or pets with proper shelter, sustenance or veterinary care when needed to prevent suffering.
- B. When a pet or animal is found in a condition which evidences a first-time violation of any paragraph of Section 6-1 of this Chapter, the Environmental Services Officer (ESO) shall issue a "Notice of Violation" to its owner, if known. The owner shall then have twenty-four hours to correct the violation.
- C. If this violation occurs a second or subsequent time, or if the owner does not correct or remedy the first-time violation within twenty-four hours, or if the person violates any other section of this Chapter, the ESO shall issue a "Summons" to such person and the matter shall be heard before a court of competent jurisdiction. However, nothing in this Chapter shall limit an ESO from taking immediate action, when it is deemed to be in the best interest of the pet or animal.
- D. No person shall sell, trade, or give away as a pet any carnivorous animal that is normally not domesticated. Such animal shall include, but not be limited to those listed in Section 6-16 Definitions, Wild Animals.
- E. Any person violating any provision of this Section shall be subject to a civil fine as follows:
 - 1) For a first offense the person, upon conviction, shall be fined \$100 plus all related court costs and assessments.
 - 2) For second or subsequent offenses, the person, upon conviction, shall be fined \$250 plus all related court costs and assessments.
 - 3) Each day's violation of any provision of this chapter shall constitute a separate offense.

SEC. 6-2 Animal Cruelty

- A. No person shall beat, cruelly treat, torment, overload, overwork, abuse, or intentionally commit an act of cruelty or torture that causes an animal to suffer serious injury or death or that inflicts or subjects an animal to unreasonable physical pain, suffering, or agony, or fails to provide a constant supply of fresh water or appropriate sustenance. No person shall cause, instigate, or permit any dog fight or other combat between animals or between animals and humans.
- B. No owner of an animal shall abandon it.
- C. No person, except a licensed veterinarian who is qualified to perform such operations, shall crop a dog's or a cat's ears, or crop a dog's or cat's tail, or neuter or spay any pet.

- D. No person shall expose any known poisonous substance, whether mixed with food or not, such that it may be eaten by any animal. It shall not be unlawful for a person to expose on their own property common rat poison mixed according to the manufacturer's recommendations.
- E. No owner or person shall confine any animal in a motor vehicle or other enclosed containment in such a manner that places it in a potentially life threatening situation. In order to protect the health and safety of an animal, the ESO or other law enforcement officer, who has probable cause to believe that this Section is being violated and the animal may be in danger, shall have the authority to enter such motor vehicle or containment by any reasonable means under the circumstances after making a reasonable effort to locate the owner or other person responsible.
- F. Persons reporting violations of this Chapter shall provide identification, which shall remain confidential to the agency receiving the report unless such report provides for the release the name or subsequent release of the name is formally required by rules of evidentiary hearings or a judge in a court having jurisdiction in the matter. Identification may be released pursuant to the South Carolina Freedom of Information Act as applicable.
- G. Nothing in this Chapter shall be construed to limit any person from bringing a private cause of action against the owner of a pet or animal for violation under the Chapter.
- H. The court may order a person charged with any violation of this Chapter to provide necessary food, water, shelter, and care for any animal(s) that are the basis of the charge without the removal of the animal(s) from their existing location and until the charges against the person are adjudicated. Until a final disposition is rendered, any ESO or any law enforcement officer may be authorized by the court to make regular visits to the place where the animal(s) is being kept to ascertain if the animal(s) are receiving necessary food, water, shelter, and care. Nothing in this Section prevents any ESO or law enforcement officer from applying for a warrant under this Section to seize any animal(s) being held by the person charged pending adjudication of the charges if it is determined that the animal(s) are not receiving the necessary food, water, shelter, or care.
- I. Nothing in this Chapter shall be construed to prevent the voluntary, permanent relinquishment of any animal by its owner to Environmental Services or to an approved animal humane organization in lieu of proceeding to a forfeiture hearing. Voluntary relinquishment shall have no effect on other charges that may be pursued by appropriate authorities.
- J. Any person violating this Section shall be charged with a misdemeanor and upon conviction shall be subject to a fine as follows:
- 1) First Offense – a fine of not less than \$100 nor more than \$500 plus court costs.
 - 2) Second Offense - \$800 fine plus court costs.
 - 3) Third and subsequent offenses – a fine not exceeding \$2,000 plus court costs.

Each day's violation of any provision of this Chapter shall constitute a separate offense. Additional convictions will be subject to state law.

- K. Nothing in this Chapter shall limit an ESO from also taking immediate action, which includes immediate seizure of the pet or animal, when it is deemed to be in the best interest of the pet or animal.
- L. For the purposes of this section, cruelty nor animal torture shall not include any alteration or destruction of any animal done by any person or unit of government pursuant to statute, ordinance, court order, or the direction of a licensed veterinarian. Such alteration or destruction shall include, but not be limited to: castration, culling, declawing, defanging, ear cropping, euthanasia, gelding, neutering, shearing, shoeing, slaughtering, spaying, and tail docking.
- M. Any licensed veterinarian who is presented with an animal for treatment of injuries or wounds resulting from fighting where there is reasonable possibility that the animal was engaged in or utilized for a fighting event for the purpose of sport, wagering, or entertainment shall file a report with Environmental Services and shall cooperate by furnishing the owners' names, dates, and descriptions of the animal(s) involved.

SEC. 6-3 Running at Large - Animals

- A. It shall be unlawful for any owner or custodian of any pet or animal to permit same to run at large at any time upon any street or highway or other property within Florence County, except upon property owned or rented by the owner or custodian.
- B. Any animal running at large or any animal determined to be abandoned may be picked up or trapped by an ESO and transported to the Environmental Services Facility and there confined until redeemed or disposed of as hereinafter provided. In the case of livestock, Environmental Services may place such animals with individuals, agencies, veterinary hospitals, or others for the impoundment period.
- C. Within twenty-four hours after impounding any animal, the ESO shall exercise due diligence to ascertain the owner of such animal and to inform the owner of the conditions whereby he or she can regain custody of the animal.
- D. No pet or animal shall be permitted to be on school grounds or in a shopping area or similar public place unless on a leash and muzzled at all times.
- E. Upon receipt of a written complaint signed by a resident of the county, the ESO shall investigate the complaint and may impound the animal and issue a notice of ordinance violation.
- F. Each day's violation of any provision of this Chapter shall constitute a separate offense and shall be subject to a fine as follows:
 - 1) First Offense - Warning Ticket
 - 2) Second Offense - \$75.00 fine plus court costs.
 - 3) Third and subsequent Offenses - \$100.00 fine plus court costs.
 - 4) All citations written under this section will remain active for a period of twenty-four (24) months.

G. Refer to Section 6-6 for animal redemption fees and policies.

SEC. 6-4 Public Nuisance

- A. No person shall own, keep, possess, or maintain an animal in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and are, therefore, unlawful:
- 1) Allowing or permitting an animal to damage the property of anyone other than its owner.
 - 2) Maintaining an animal that is diseased and dangerous to the public health.
 - 3) Maintaining an animal that habitually or repeatedly chases, snaps at, or attacks, pedestrians, bicycles, or vehicles.
- B. Any animal, which has been determined to be an habitual nuisance by an ESO, may be impounded and shall not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated and until such owner has paid all impoundment, redemption, and boarding fees accrued as defined in Section 6-7.
- C. Any person violating any provision of this Section shall be subject to a civil fine as follows:
- 1) For a first offense the person, upon conviction, shall be fined \$100.00 plus any related court costs.
 - 2) For second or subsequent offenses, the person, upon conviction, shall be fined \$250.00 plus any related court costs.
 - 3) Each day's violation of any provision of this section shall constitute a separate offense.

SEC. 6-5 Impoundment or Seizure

- A. Any pet or animal impounded with a severe, contagious, or life-threatening medical condition may be isolated, treated by a veterinarian, or immediately euthanized at the discretion of Environmental Services, and such medical condition shall be documented in the records of the Environmental Services.
- B. Pets or animals impounded pursuant to this Section shall remain impounded at the Environmental Services Facility for a period of not less than five days subject to other provisions of this Chapter.
- C. Following seizure of an animal, the ESO shall issue to the owner, if known, a notice of ordinance violation. The hearing shall be set not more than five days from the date of the seizure to determine whether the owner, if known, is able to provide adequately for the animal. The ESO shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal was found, written notice at least twenty four (24) hours prior

to the hearing of the time and place of the hearing. If the owner is not known or cannot be found, the ESO shall post a copy of the notice at the property where the animal was seized. The Magistrate shall make the final determination as to whether the animal is returned to the owner or transferred to the Environmental Services facility where the animal may be put up for adoption or euthanized. The pet or animal shall remain in the custody and care of the Environmental Services until such matter is heard before the Magistrate. If the Magistrate orders the return of the animal to its owner, the ESO shall release the animal upon receipt from the owner of all redemption fees as described in Section 6-6, of this Chapter, if ordered by the magistrate. If the owner does not pay the redemption fees and redeem the animal within five days of the Magistrate's order, the animal shall become the property of Environmental Services and may be placed for adoption or euthanized. However, nothing in this Chapter shall be construed to prohibit the euthanasia for humane purposes of a critically injured or ill animal.

- D. If the Magistrate orders that the animal be released to Environmental Services, in addition to any penalties and fines, the owner will be made to pay any fees related to Section 6-6.
- E. If an animal is impounded as the result of an action taken by state, federal or other local law enforcement, against the animal's owner, Environmental Services will hold that animal for fifteen (15) days. If the owner or his designee does not make arrangements for the care and custody of the animal before the expiration of that fifteen-day period, the animal shall become the property of Environmental Services and may be placed for adoption or euthanized at the discretion of Environmental Services. However, any animal impounded in this manner with a severe, contagious, or life-threatening medical condition may be isolated, treated by a veterinarian, or immediately euthanized at the discretion of Environmental Services. Such medical condition shall be documented in the records of Environmental Services.

SEC. 6-6 Redemption

- A. The owner shall be entitled to resume possession of an impounded pet or animal within five days from the date of impoundment upon compliance with all requirements as set forth below. If all such requirements are not met within the five day time period, the pet or animal shall be deemed abandoned and shall immediately and irrevocably become the property of Environmental Services to adopt or humanely euthanized at their discretion.
- B. Identifiable animals or pets, not appearing to be abandoned or feral as determined by Environmental Services, shall be held for five days. Thereafter such animal or pet shall become the property of Florence County and may be placed for adoption or humanely euthanized at the discretion of Environmental Services.
- C. For the purposes of this Section, it shall be deemed that, the owner is notified when the ESO makes telephone contact with the owner, or notification is left on the door of the best known address of the owner. Such notification shall at a minimum identify the animal, advise the owner of how and where to redeem the animal, and indicate that if, within the five-day time period from the date of impoundment, the owner does not pay all redemption fees and redeem the animal, then the animal shall become the property of Florence County for disposition.

- 1) The owner must identify the animal by giving detailed verbal, written, photographic, or other acceptable description of the animal to the ESO.
- 2) Payment of all fees due, which include but are not limited to the following:
 - (a) Minimum redemption fees set by County Council are as follows, which may be adjusted by Chapter or resolution of the Council in subsequent years:
 - (1) First impoundment - \$25.00 per animal
 - (2) Second impoundment - \$50.00 per animal
 - (3) Third and subsequent impoundments - \$100.00 per animal
 - (b) A boarding fee of \$10.00 per day per animal or such fee as may be set by County Council.
 - (c) A pickup fee of \$10.00 per animal or such fee as may be set by County Council.
 - (d) Veterinary costs and/or medically necessary costs if Environmental Services incurred any expenses for the medical care of the animal while it was impounded in the custody of the Department.
- D. Fees collected for impoundment shall be turned over, in accordance with established County policies, to the Florence County Treasurer, who shall make monthly accounting of such funds.
- E. Pursuant to Section 47-3-780 of the SC Code of Laws, 1976 as amended, any animal adopted from Environmental Services must be spayed or neutered by a licensed veterinarian within 30 days of adoption of a sexually mature pet or within 12 weeks of a non-sexually mature animal. Written verification from a licensed veterinarian is required for proof of spaying or neutering and this proof must be provided to Environmental Services. Failure to provide proof of spaying or neutering will result in a \$50.00 fine plus court costs, and the immediate forfeiture of same animal.

SEC. 6-7 Public Animal Adoption Policies

- A. There will be a \$40.00 adoption fee for any animal adopted from Environmental Services.
- B. Any sexually mature animal adopted is required to be spayed or neutered within 30 days. Any non-sexually mature animal is required to be spayed or neutered with twelve (12) weeks.
- C. If proof of spaying or neutering of the adopted animal is presented to Environmental Services within 30 days of adoption, the \$40.00 adoption fee will be refunded.
- D. Animals adopted from Environmental Services are adopted on an as-is basis with no guarantee, neither written nor implied, as to the temperament, mental or physical condition of the adopted animal.
- E. Any animal that has demonstrated any aggressiveness toward any person or other animal shall be considered by Environmental Services to be unadoptable.

SEC. 6-8 Animal Rescue Agency Adoption Policies

- A. Animal Rescue Agencies can participate in a no fee adoption of animals provided that the following requirements are met by the rescue agency:
- 1) Documentation that identifies the rescue agency as a non-profit organization.
 - (a) Certificate of incorporation for a 501 C 3 non-profit organization.
 - (b) A tax-exempt certificate from the IRS.
 - 2) The name, address and telephone number of the non-profit rescue agency.
 - 3) The address of where the animal(s) will be housed while the rescue agency attempts to find a third-party adopter.
 - 4) A list of names of members of the non-profit rescue agency who are authorized to sign for and pick up animal(s).
 - 5) Any approved non-profit rescue organization agrees to allow a representative of Florence County to inspect their facility at the County's request.
 - 6) Each animal rescue agency must agree to provide written proof to Environmental Services of spay or neuter and rabies vaccination (by a state licensed veterinarian) of sexually mature animals prior to a third party adoption. (Exceptions – non-sexually mature pets must be spayed or neutered and vaccinated no later than three (3) months post adoption from Environmental Services.)
 - 7) Each animal rescue agency must agree to have all animals, adopted from Environmental Services, micro chipped prior to a third party adoption.
 - 8) The rescue agency will have no more than fifteen (15) “no fee” animals in inventory which have been acquired through this no fee adoption program.
 - 9) All animals adopted from Environmental Services are on “as is” condition and Environmental Services makes no guarantee, neither written nor implied, as to the health, condition or temperament of any animal.
 - 10) The non-profit organization is solely responsible for any and all medical and/or veterinary care of any animal adopted from Environmental Services.
 - 11) The non-profit organization agrees to provide documentation of the final adoption for all animal(s) adopted from Environmental Services upon request. The documentation must include the name of the person adopting the animal, the person's address, phone number and a copy of the adoption agreement between the person adopting the animal and the non-profit organization.

- 12) There will be no charge for animals adopted from Environmental Services if all the above requirements are satisfied. If all requirements are not satisfied, at any time, then the non-profit rescue organization will be removed from the list of agencies authorized to adopt from Environmental Services at no costs.
- 13) Any animal that has demonstrated any aggressiveness toward any person or animal shall be considered by Environmental Services to be unadoptable.

SEC. 6-9 Owner Relinquishment

- A. In the case of an owner relinquishing a pet or animal to Environmental Services, the owner shall be required to:
 - 1) Complete a Relinquishment Form, which shall include at least the following information:
 - (a) Name, address and phone number of relinquishing owner
 - (b) Name, age, breed, sex, and spay/neuter status of pet or animal
 - (c) Veterinary data
 - (d) Any behavioral or medical problems of pet or animal
- B. Immediately upon completion of relinquishment procedures, the pet or animal shall become the property of the Environmental Services and may be placed for adoption or euthanized at the discretion of Environmental Services.

SEC. 6-10 Injured or Dead Animals.

Any person who strikes a pet or domestic animal with a motor vehicle or bicycle and injures or kills the animal must immediately notify Environmental Services. Environmental Services shall then take the necessary steps to notify the owner, if known of the injuries to the pet.

SEC. 6-11 Rabies Control

- A. It shall be unlawful for any person to own, keep, or harbor any dog, cat or ferret within the County where such dog, cat or ferret is older than four months of age unless such animal has been inoculated against rabies as provided herein. A person shall have thirty days from the time they acquire a dog or cat or ferret, four months of age or older, to obtain the necessary rabies inoculation.
- B. The penalty for violating this section shall be \$50.00 per violation, payable to Environmental Services; provided however, that proof of vaccination shall be accepted in lieu of the fine, for first offense, within three (3) days (seventy-two (72) hours) from the date of issuance of notice of violation. Each day the animal remains unvaccinated will constitute a separate violation.
- C. The owner of a dog, cat or ferret must have it inoculated against rabies at a frequency to provide continuous protection of the animal from rabies using a vaccine approved by the

South Carolina Department of Health and Environmental Control (SCDHEC) and licensed by the United States Department of Agriculture, Veterinary Biology Division.

- D. Evidence of rabies inoculation is a certificate signed by a licensed veterinarian. This certificate shall be in a form approved by the South Carolina Department of Health and Environmental Control (SCDHEC) and will be issued by a licensed veterinarian for each animal stating the name and address of the owner; the name, breed, color and markings, age, and sex of animal; the veterinary or pharmaceutical control number of the vaccine; and the name and address of the licensed veterinarian administering the vaccination.
- E. Coincident with the issuance of the certificate, the licensed veterinarian shall also furnish a serially numbered metal license tag bearing the same number and year as the certificate and including the name and telephone number of the veterinarian, veterinary practice or hospital.
- F. It is unlawful in Florence County for any person or organization, other than a licensed veterinarian or someone under his/her direct control, to sell or administer rabies vaccine; provided, however, the sale of the rabies vaccine to a registered veterinarian is not precluded by this Section.
- G. It shall be the duty of every physician or other health practitioner to report to SCDHEC or Environmental Services the name and address of persons treated for bites inflicted by animals. Such other information that will be helpful in rabies control shall also be reported.
- H. The Florence County Sheriff is requested to forward immediately to both Environmental Services and SCDHEC a copy of each report involving an animal bite.
- I. When, in the opinion of SCDHEC's regional medical director, an animal with or without identification tags and suspected of having rabies, is involved in a human bite incident, such director shall have the prerogative of ordering the animal to be euthanized and its head submitted for examination to determine if the rabies virus has been transmitted to the bite victim.
- J. Any animal under ten-day quarantine at Environmental Services or any approved alternate location shall not be released unless such release is authorized by South Carolina DHEC.

SEC. 6-12 Dangerous/Vicious Animal Enforcement

- A. No person owning or harboring or having the care or custody of a dangerous animal may permit the animal to go unconfined on his premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal. However, this section does not apply to an animal owned by a licensed security company and on patrol in a confined area.

- B. No person owning or harboring or having the care or custody of a dangerous animal may permit the animal to go beyond his premises unless the animal is safely restrained with a properly sized leash or lead, a halter and properly muzzled suitable to maintain complete control of the animal.
- C. The owner shall confine within a building or secure enclosure, any and all pets or animals that meet the definition of "dangerous/ vicious animal" (see Section 6-16: Definitions). The owner shall not take such pet or animal out of such building or enclosure unless the pet or animal is securely muzzled and under restraint.
- D. A person owning a dangerous animal shall register the animal with Environmental Services. Such registration information must include:
 - 1) Name, address, and phone number of the owner.
 - 2) Breed, color, sex, weight, and age of the animal.
 - 3) Address of premises on which the animal is confined.
 - 4) Description of pen or run area in which animal is confined outdoors.

Environmental Services shall provide the owner registering the dangerous animal with a microchip.

- E. The owner of a dangerous/vicious animal must pay a dangerous/vicious animal registration fee of \$200.00. In addition, the animal must be spay/neutered and must be vaccinated for rabies.
- F. The registration must be accompanied by proof of liability insurance or surety bond of at least \$150,000 per incident insuring or securing the owner for personal injuries inflicted by the dangerous animal.
- G. A person who violates this section or who is the owner of a dangerous animal which attacks and injures a domestic animal is guilty of a misdemeanor and, upon conviction, for a first offense must be fined a minimum of \$200 and a maximum of \$500 or imprisoned not more than thirty days, and upon conviction of a subsequent offense, must be fined \$1,000 none of which may be suspended.
- H. A person who is the owner of a dangerous animal which attacks and injures a human being:
 - 1) For a first offense, is guilty of a misdemeanor and, upon conviction, must be fined not less than \$1,000 and not more than \$2,500 or imprisoned not more than one year;
 - 2) For a second or subsequent offense, is guilty of a felony in accordance with the South Carolina Code of Laws and, upon conviction, must be fined not less than \$5,000 and not more than \$10,000 or imprisoned not less than one year and not more than five years.
- I. A dangerous animal which attacks a human being or domestic animal must be ordered destroyed when, in the Court's judgment, the dangerous animal represents a continued threat of serious harm to human beings or domestic animals.

- J. A person found guilty of violating this section shall pay all expenses, including, but not limited to, shelter, food, veterinary expenses for boarding and veterinary expenses necessitated by the seizure of an animal for the protection of the public; direct medical treatment and medical follow-up expenses incurred by a victim of an attack from a dangerous animal and those of any County employee incurred as a result of the seizure and handling of the animal; and other expenses required for the destruction of the animal.
- K. Nothing in this Section shall abrogate any civil remedies available under statutory, common, or other superior law.

SEC. 6-13 Disposition of Seized Animals

- A. If a person is found to be in violation of this Chapter, all animal(s) seized from him, if not previously ordered forfeited or previously forfeited by operation of law, are forfeited to Environmental Services and must be put up for adoption or humanely euthanized. Any outstanding costs incurred by Environmental Services for boarding and treating the animal(s) pending disposition of the case and any costs incurred in disposing of the animal(s) must be paid by the person found in violation.
- B. Any person authorized by this Section to care for animal(s), to treat animal(s), or to attempt to restore animal(s) to good health and who is acting in good faith is immune from any liability that may result from his other actions pursuant to this Chapter.

SEC. 6-14 Enforcement

- A. Environmental Services operates in the unincorporated areas by agreement. The ESOs shall have the authority to enforce all applicable laws concerning animal control as set forth by this article or other laws and such additional duties, procedures, and responsibilities as the County Administrator or County Council shall establish. At its discretion, the County may contract any portion or all of the enforcement and administration of this article, as it deems appropriate. However, nothing herein shall abridge or limit the right and duty of local law enforcement authorities to enforce the provisions of this or any other law.
- B. No person shall interfere with, hinder, or molest the duly authorized ESO or his equipment or any such agent of the County in the performance of his duty, or seek to release animals in the custody of the duly authorized ESO or any agent of the County. As public employees, Environmental Services Officers are protected pursuant to Section 16-3-1040 of the SC Code of Laws, 1976, as amended, and any other applicable statute.

SEC. 6-15 Definitions

Abandonment: Deserting, forsaking, or intending to give up absolutely an animal without securing another owner for it or without providing adequate food, water, shelter, and care.

Animal: Any live, vertebrate creature, domestic or wild.

Environmental Services Officer (ESO): Any person or persons designated by the County Administrator and all person or persons commissioned by County Council to perform animal control functions under the laws of the State of South Carolina and charged with the enforcement of this chapter.

Environmental Services: Any department or division of Florence County Government, designated by the County Administrator or commissioned by County Council to perform animal control functions under the laws of the State of South Carolina and charged with the enforcement of this chapter.

Environmental Services Facility: Any facility owned and operated by the Florence County Government for the purpose of impounding, harboring, care, adoption, or euthanasia of seized, stray, homeless, abandoned, or unwanted dogs, cats, or other animals.

Dangerous/Vicious Animal: Any animal of the canine, feline, or wild animal family:

1. Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or otherwise endanger the safety of human beings or domestic animals or livestock; or
2. Which makes an unprovoked attack that causes bodily injury to a human being or another domestic animal or livestock and the attack occurs in a place other than the place where the animal is confined; or
3. Which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being or another domestic animal or livestock; or
4. Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting.

Domestic Animal: Any animal whose usual and customary habitat is within the control of human beings; animals which are not wild.

Feral Animal: Any animal that is untamed or wild by nature or any animal that has reverted to a wild state.

Owner: Any person, partnership, or corporation that (a) has a right of property in a pet; (b) keeps or harbors a pet or who has it in his care or acts as its custodian, or (c) permits a pet to remain on or about any premises occupied or owned by him. All owners are subject to any applicable requirements under other County Chapters, i.e. setbacks, buffer zones, etc.

Pet: Any animal kept for pleasure rather than utility.

Restraint: Animals secured by a properly sized leash or a lead and halter or collar suitable to maintain complete control; or within the real property limits of its owner.

Running At Large: Any animal that is off of the property of the owner and not under restraint.

Shelter: A structure that reasonably may be expected to protect an animal from physical suffering or impairment of health due to exposure to the elements or adverse weather or temperatures.

Sustenance: Adequate food provided at suitable intervals of quantities of wholesome foodstuffs suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight; and adequate water provided with constant access to a supply of clean fresh water provided in a suitable manner for the species.

Veterinary Hospital: Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

**Wild Animals:* All animals commonly accepted as being “wild” including, but not limited to, the following, no matter how domesticated they may be:

1. Alligators and crocodiles
2. Bears
3. Bobcats, tigers, leopards, lions, and panthers,
4. Coyotes, foxes, wolves, including the offspring of one (1) of the foregoing with a domestic dog wherein the proportion of wild animal exceeds one eighth.
5. Porcupine
6. Non-human primates
7. Raccoon
8. Skunks
9. Venomous snakes, constrictor snakes
10. Venomous lizards
11. Weasels, except ferrets.
12. Members of the cervidae (deer) family.

*Specific animals are excluded from applicability under this definition listing in every instance where South Carolina state laws or DHEC regulations permit specified activities or possessions.

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Third Reading - Ordinance No. 28-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Ordinance No. 31-2006/07 To Provide For Compensation Of Members Of The Board Of Fire Control For A Rural Volunteer Fire District And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 28-2007/08.
2. Provide an alternate directive.

ATTACHMENTS:

1. Ordinance No. 28-2007/08.
2. Correspondence from Gary Pace, Chairman, Windy Hill/Olanta Rural Volunteer Fire District dated February 29, 2008.

Sponsor(s) : County Council
 First Reading/Introduction : April 17, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 1, 2008
 Second Reading : May 1, 2008
 Third Reading : May 15, 2008
 Effective Date : Immediately

I, _____,
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____.

ORDINANCE NO. 28-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Ordinance No. 31-2006/07 To Provide For Compensation Of Members Of The Board Of Fire Control For A Rural Volunteer Fire District And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County Council approved Ordinance No. 31-2006/07, which created the Board of Fire Control for the Windy Hill/Olanta Rural Volunteer Fire District and the West Florence Rural Volunteer Fire Department; and
2. Pursuant to Ordinance No. 31-2006/07, members of the Board for the Windy Hill/Olanta Rural Volunteer Fire District and the West Florence Rural Volunteer Fire Department shall serve without pay; and
3. The Board for the Windy Hill/Olanta Rural Volunteer Fire District desires to amend Ordinance No. 31-2006/07 to allow for compensation of Board members.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Ordinance No. 31-2006/07 is hereby amended to provide for the compensation of the Board members of a Rural Volunteer Fire District in an amount up to \$150.00 per month, to be approved by vote of the Board. Amounts greater than \$150.00 per month approved by the Board must be submitted and approved by County Council.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

 Approved as to Form and Content
 James C. Rushton, III, County Attorney

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Third Reading - Ordinance No. 29-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Establish the Florence County Cultural Commission; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 29-2007/08.
2. Provide an alternate directive.

ATTACHMENTS:

1. Ordinance No. 29-2007/08.
2. Correspondence dated March 11, 2008 from Townsend V. Holt, President, Florence Museum Board.

Sponsor(s) : County Council
First Reading/Introduction : April 17, 2008
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 1, 2008
Second Reading : May 1, 2008
Third Reading : May 15, 2008
Effective Date : July 1, 2008

I, _____,
Council Clerk, certify that this
Ordinance was advertised for
Public Hearing on _____.

ORDINANCE NO. 29-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Establish the Florence County Cultural Commission; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.)

WHEREAS:

1. The Florence County Museum Board of Directors requests that the County provide assistance in acquiring a state match to build a new museum and establish a governing structure for the museum and other cultural facilities to be created within the county; and
2. Florence County Council desires to establish a cultural commission to maintain and operate specific sites related to the diverse cultural, historical and natural heritage of the County.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Chapter 2, Administration, Article V, Boards, Commissions and Agencies, of the Florence County Code is hereby amended by the insertion of the following language:

DIVISION 11: CULTURAL COMMISSION

Sec. 2-190. Established.

There is hereby created a commission to be known as the Florence County Cultural Commission, which shall have the composition, structure, organization, powers, duties and functions established in this subchapter in accordance with Florence County ordinances, policies and administrative procedures.

Sec. 2-191. Organization and Composition.

- (A) The Cultural Commission shall consist of eleven (11) members. Nine (9) members shall be appointed by the County Council for terms of four years or until their successors are appointed and qualified. Each County Council member shall nominate one of the nine (9) members for consideration as follows:

- The initial term of three (3) appointees from Districts 1, 4 and 7 shall be effective July 1, 2008, expiring on June 30, 2012.

- The initial term of three (3) appointees from Districts 2, 5, and 8 shall be effective July 1, 2008, expiring on June 30, 2011.
- The initial term of three (3) appointees from Districts 3, 6 and 9 shall be effective July 1, 2008, expiring on June 30, 2010.

The presiding President/Chairman of the Florence Museum Board and the Lake City Museum Board shall each serve as a member of the Commission.

Vacancies on the commission shall be filled in the manner of the original appointment for the unexpired term.

- (B) Members of the commission shall serve without pay, but travel and other incidental expenses may be provided in compliance with Florence County ordinances, policies and administrative procedures established for reimbursement of expenses for county boards, agencies and commissions.
- (C) The Cultural Commission shall adopt by-laws and rules of procedure not inconsistent with this code, and the commission shall maintain records and minutes of its proceedings and meetings.
- (D) The Cultural Commission shall meet at regular intervals, but not less frequently than once each quarter. Any member of the commission who shall be absent from 50% or more of the meetings of the commission during any 12-month period shall be deemed to have forfeited commission membership and shall be removed without further action by the County Council. It shall be the responsibility of the secretary-treasurer of the commission to notify the commission, the offending member and the County Council of the absences, removal and vacancy, and the County Council shall fill the vacancy created thereby in the manner of the original appointment, for the unexpired term of the member.
- (E) The Board of Directors of the existing Florence County Museum shall serve as an advisory board to the commission. The commission and its Director shall work cooperatively with and receive advice on its affairs from this non-profit corporation.

Sec. 2-192. Officers.

- (A) The officers of the Cultural Commission shall consist of the chairperson, the vice-chairperson, the secretary-treasurer and other officers as may be selected by a majority vote of the commission.
- (B) (1) Officers of the commission shall be elected by the commission in October of each year for terms of office which shall commence on January 1 of the following year.
- (2) Officers shall serve terms of one year and shall continue in office until their successors are elected and qualified.

- (C) Officers of the commission shall serve without pay, but travel and other incidental expenses may be provided in compliance with the ordinances, policies and procedures established by Florence County for reimbursement of expenses.

Sec. 2-193. Personnel.

The County Administrator shall employ an executive director in consultation with the commission. Pursuant to County policies and procedures, the executive director may employ other employees, consistent with the availability of funds and authorizations, as may be necessary to implement and carry out the purposes and objectives of this subchapter and the policies, functions, duties, responsibilities and programs of the commission.

Sec. 2-193. Adoption of Policies and Procedures.

The Cultural Commission shall adopt policies and procedures in accordance with the ordinances, policies and administrative procedures of the county.

Sec. 2-194. Purposes and Objectives.

The purposes and objectives of the Cultural Commission shall be:

- (A) To maintain and operate specific sites related to the diverse cultural, historical and natural heritage of the county;
- (B) To locate, select, conserve, restore, develop, appropriately mark and preserve the authenticity and unique character of other sites related to the diverse cultural, historical and natural heritage of the county;
- (C) To advise the County Council and citizens of the county on matters of their shared cultural, historical and natural heritage;
- (D) To promote and coordinate, with the County Council and other state and county agencies and supportive private organizations, efforts to identify, conserve, protect and publicize specific sites related to the cultural, historical and natural heritage of the county;
- (E) To accept donations of and to acquire property, art, artifacts, services, manuscripts, photographs, memorabilia, books, buildings and grounds and other items suitable for use by the commission in order to preserve the cultural, historical and natural heritage of all of the county's citizens, as well as other materials collected by donation or purchase suitable for educating the citizens of the county about matters of cultural, historical and natural heritage issues in general; provided, however, that all real property owned, leased or used by the commission or any related entity for commission purposes shall be transferred to the county by the persons or entities owning title thereto, and all real property used or acquired for commission purposes shall be owned, purchased, leased, held, conveyed or disposed of in the name of the county by the County Council;
- (F) To serve as the permanent repository and perpetual caretakers of art, artifacts, services, manuscripts, photographs, memorabilia, books and the buildings and grounds as may be

entrusted to its care, and other items suitable for use by the commission in order to preserve the cultural, historical and natural heritage of the county; and

- (G) To promote to the citizens of the county, as well as the general public, awareness of and visitation of specific sites to enhance the economic development and to create a comprehensive system of linked cultural, historical and natural heritage attractions of the county.

Sec. 2-195. Powers and Duties.

The Cultural Commission shall have the following powers and duties to be exercised in accordance with Florence County's ordinances, policies, and administrative procedures:

- (A) Make by-laws for the management and regulation of its business and affairs.
- (B) Elect officers and prescribe the duties and responsibilities of the officers.
- (C) Establish and appoint working committees and subcommittees. The commission shall not delegate or devolve any power, duty or responsibility conferred upon the commission under the general law or the provisions of this subchapter to any committee or subcommittee of the commission.
- (D) Establish and implement polices and carry out programs and projects as may be advisable in order to effectuate and implement the objectives of this subchapter in accordance with the general law, the provisions of this subchapter and the ordinances and policies of the county; subject to the availability of funds.
- (E) Accept donations of or purchase art, artifacts, services, manuscripts, photographs, memorabilia, books, buildings and grounds and other items suitable for use by the commission in order to preserve the cultural, historical and natural heritage of all of the county's citizens, as well as other materials collected by donation or purchase suitable for educating on matters of cultural, historical and natural heritage issues in general.
- (F) Submit an annual budget request and plan of operation for consideration in Florence County's regular budget processes, and file annually a detailed report of its operations and expenditures for the previous fiscal year with the County Council.
- (G) Receive and expend grants, gifts, donations, appropriations, admission fees and user fees from any public or private source for the operation, maintenance, expansion or improvement of property, sites, collections, programs or educational or other activities of the commission.
- (H) Apply for and seek the approval for the purchase, sale, lease, use or exchange of real property for the use of the commission or any related entity. All real property used by the commission or any related entity for commission purposes shall be owned, purchased, leased, exchanged, acquired, sold, conveyed, transferred or disposed of by the County Council in the name of the county.

- (I) Purchase, lease, acquire, receive, hold, own or use personal property, artifacts, collections, displays, exhibits, manuscripts, photographs, memorabilia, books and other items suitable for use by the commission.
- (J) Operate, maintain and make available to residents of the county museums, historical sites, planetariums, collections, repositories or other projects, with the programs as may be suitable for use by the commission in order to preserve the cultural, historical and natural heritage of the county and its citizens as may be deemed appropriate or advisable for those purposes.
- (K) File annually a detailed report of its operations and expenditures for the previous fiscal year with the County Council.
- (L) Locate, select, conserve, restore, develop, appropriately mark and preserve sites, buildings, rooms, facilities, equipment, exhibits, displays, collections, artifacts, manuscripts, services, photographs, memorabilia, books, buildings, grounds or other sites or items suitable for use by the commission in order to preserve the cultural, historical and natural heritage of the county and its citizens.
- (M) Develop, revise, amend and implement mission statements for the Cultural Commission.

Sec. 2-196. Ownership and Transfer of Property and Assets.

All real and personal property, collections, artifacts, exhibits, items suitable for use in the programs and projects of the commission shall be owned, purchased, leased, held, conveyed or disposed of in the name of the county. The Cultural Commission shall maintain with the County Council an accounting of all real property and fixed assets including, but not limited to personal property, collections, exhibits, artifacts owned, leased or used by the county or the commission or any related entity for commission purposes. An accounting of all grants, appropriations, gifts, revenues or donations received and used by the commission during the previous fiscal year shall be provided to the County Council.

- 2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
- 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

 Approved as to Form and Content
 James C. Rushton, III, County Attorney

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: Thursday, May 15, 2008

AGENDA ITEM: Ordinance No.30-2007/08
Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Repeal The Appendixes of the 2003 International Building Code, The 2003 International Plumbing Code, The 2003 International Mechanical Code, The 2003 International Fire Code, The 2003 International Energy Conservation Code, The 2002 National Electrical Code, The 2003 International Residential Code, And The 2003 International Fuel Gas Code And To Adopt Chapter I – Administration Of The 2006 International Building Code Of Chapter 7-Article II, Division 1 Of The Code Of Ordinance Of Florence County.]

POINTS TO CONSIDER:

1. The International Code Series was developed as a joint project by the Southern Building Code Congress International, the International Conference of Building Officials and the Building Officials and Code Administrators, International (referred to as the model code organizations) and replaced the Standard, National and Uniform Building Code Series.
2. In July of 2003, Act 83 shifted the responsibility of adoption and implementation of the mandatory building codes, from the local jurisdictions, to the South Carolina Building Code Council.
3. Building codes authorized or adopted by the Building Codes Council, and their corresponding implementation dates:
 - 2003 International Building Code Series May 26, 2004 – Jan. 1, 2005
 - 2003 International Residential Code May 26, 2004 - July 1, 2005
 - 2006 International Building Code Series Nov. 28, 2007 - July 1, 2008
 - 2006 International Residential Code Nov. 28, 2007 - July 1, 2008
4. Starting with the 2006 Code adoption cycle, local jurisdictions no longer are allowed to adopt the appendices. However, the local jurisdiction is required to adopt, by ordinance, Chapter 1 of the International Building Code or other administrative procedures.

OPTIONS:

1. *(Recommended)* Approve Ordinance No. 30-2007/08 as recommended.
2. Provide an Alternate Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.30-2007/08
2. Attachment A-Major Code Changes
3. Attachment B – Minor Code Changes

Sponsor(s)	: County Council	I, _____,
First Reading/Introduction	: May, 1, 2008	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: N/A	Public Hearing on _____.
Committee Recommendation	: N/A	
Public Hearing	: N/A	
Second Reading	: May 15, 2008	
Third Reading	: June 5, 2008	
Effective Date	: Effective July 1, 2008 or when 2006 IBC Adopted by the State	

ORDINANCE NO. 30-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Repeal The Appendixes of the 2003 International Building Code, The 2003 International Plumbing Code, The 2003 International Mechanical Code, The International Fire Code, The 2003 International Energy Conservation Code, The 2002 National Electrical Code, The 2003 International Residential Code, And The 2003 International Fuel Gas Code And To Adopt Chapter I – Administration Of The 2006 International Building Code Of Chapter 7-Article II, Division 1 Of The Code Of Ordinance Of Florence County.]

WHEREAS:

1. It is the desire of Florence County to facilitate proper inspection activities relative and vital to building construction and maintenance for the County and all participating jurisdictions and for the promotion of public safety, health and general welfare.
2. The South Carolina Building Code Council establishes that local jurisdictions are required to adopt by Ordinance, Chapter I – Administration of the International Building Code or other administrative procedures.
3. The implementation dates of the 2006 International Building Code Series are from November 28, 2007 through July 1, 2008.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Chapter I – Administration of the 2006 International Building Code is hereby adopted for the enforcement of the standards as set forth herein.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

 Approved as to Form and Content
 James C. Rushton, III, County Attorney

ATTACHMENT A

Major Code Changes that will affect Florence County:

2006 International Building Code

- Chapter 9, Section 903.2.1.2 requires a Fire Sprinkler system for restaurants and nightclubs with a fire area that exceeds one hundred occupants.
- Chapter 23, Section 2308.12.3. The on-center spacing between braced wall panels have decreased from 35' to 25'.

2006 International Mechanical Code

- Chapter 5, Section 506.3.2.5 requires a more stringent method of testing and inspecting grease hood systems.
- Chapter 5, Section 507.2.1.1 requires that Type I hoods shall be designed to automatically activate whenever cooking operations occur.

2006 International Plumbing Code

- Chapter 3, Section 310.5 now requires sidewalls for urinal spaces.
- Chapter 4, Table 403.1 now requires seasonal areas to be included in the calculations for determining minimum plumbing facility requirements (i.e. outside dining areas).

2006 International Fire Code

- Chapter 9, Section 914. This section gives specific requirements of fire protection systems for covered malls, high rise buildings, underground buildings, special amusement buildings and aircraft-related buildings.

2006 Fuel Gas Code

- No major changes noted.

2006 International Residential Code

- Chapter 3, Section R301.2.1.1. The design parameters for our 100 mph wind zone have increased. The use of the Standard for Hurricane Resistant Residential Construction, commonly called, "SSTD10-99", is an acceptable alternative.
- Chapter 3, Section R303. The required distance between dwellings or the assumed property line without a fire resistant rated wall has increased to 5'. Previously, this distance was only required to be 3'.

ATTACHMENT B

Minor, But Notable Changes That Will Affect Florence County

2006 International Building Code

- The design parameters concerning wind speed have become more stringent. However, it should be less prominent considering the majority of our commercial work is done by licensed design professionals.
- Chapter 3, Table 302.3.2. "Required Separation of Occupancies" which has been a staple in the building codes has now been deleted. A hybrid version of this table has been created and moved to Chapter 5, Table 508.3.3. The parameters have not changed, but due to the change of format and location, it will require some adjusting for those who are accustomed to the old table.

2006 International Mechanical Code

- Chapter 3, Section 306. Appliances in attics, distance from access openings has increased, not to exceed 50 feet.
- Chapter 5, Section 513.4.6. Smoke control systems shall be designed to operate for a minimum of 20 minutes or 1.5 times the calculated egress time.

2006 International Plumbing Code

- Chapter 4, Section 421 is now specific on the size of whirlpool motor access doors.

2006 International Fire Code

- Chapter 8 "Interior Finishes" has had a total makeover. This chapter deals with the flame-spread and smoke developed ratings of materials used in buildings. Other than a fresh look and more details of the material covered, there is no significant change.
- Chapter 22, Section 2209 which deals with Hydrogen dispensing has been given some minor changes.

2006 Fuel Gas Code

- Chapter 4, Section 416 has been added to regulate the overpressure protection of fuel burning appliances.

2006 International Residential Code

- Chapter 15, Section 1501.1 clarifies that mechanical exhaust air should not be discharged into the soffit of the home.
- Chapter 38, Section 3802.12 requires that all bedroom outlets be protected by arc-fault circuit interrupters.

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Second Reading - Ordinance No. 31-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Gateway, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 31-2007/08.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 31-2007/08.

DRAFT

Sponsor(s) : County Council
 First Reading/Introduction : May 1, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 15, 2008
 Second Reading : May 15, 2008
 Third Reading :
 Effective Date : Immediately

I, _____,
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____.

ORDINANCE NO. 31-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Gateway, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. The County is authorized and empowered to provide special source revenue credits or payments ("Special Source Credits") against fee in lieu of tax payments pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "the SSRC Act"); and
3. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action by separate ordinance to place the Project in a multi-county park in cooperation with Williamsburg County; and
4. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 27-2007/08 dated as of May 15, 2008, authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of those companies identified as Project Gateway, with respect to the acquisition of certain land,

the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and

5. The Project is anticipated to result in a taxable investment of approximately \$105,000,000 and in the creation of approximately 350 new jobs within five years the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and
6. The County has determined on the basis of the information supplied to it by Project Gateway that the Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and
7. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with Project Gateway, whereby the County would provide therein for a payment of fee in lieu of taxes by Project Gateway with respect to the Project pursuant to the FILOT Act, and provide Special Source Credits to Project Gateway with respect to the Project pursuant to the SSRC Act (collectively, the "Fee Agreement"); and
8. Project Gateway has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes and the provision of Special Source Credits which the County proposes to execute and deliver; and
9. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. It is hereby found, determined and declared by the County Council as follows:

- (a) The Project constitutes a "project" as defined in the FILOT Act and will constitute "economic development property" as said term is referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The terms and provision of the Inducement Agreement are hereby ratified and approved and incorporated herein and made a part hereof;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

- (d) The Project will rise to no pecuniary liability of the county or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The inducement of the location of the Project within the County and the State is of paramount importance;
- (f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and
- (g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to Project Gateway and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The provision of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

Approved as to Form and Content
James C. Rushton, III, County Attorney

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING
May 15, 2008

AGENDA ITEM: Second Reading - Ordinance No. 32-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 32-2007/08.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 32-2007/08.

Sponsor(s) : County Council
 First Reading : May 1, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 15, 2008
 Second Reading : May 15, 2008
 Third Reading :
 Effective Date : Immediately

I, _____,
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____.

ORDINANCE NO. 32-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County ("Florence") and Williamsburg County ("Williamsburg"), South Carolina, are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and
2. In order to promote the economic welfare of the citizens of both Williamsburg and Florence, by providing employment and other benefits to the citizens of Williamsburg and Florence, Williamsburg and Florence agreed to develop jointly an industrial and business park (the "Park") as provided in Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and
3. In furtherance of the above, Williamsburg and Florence executed an Agreement for Development of Joint County Industrial and Business Park dated as of December 1, 1998, as amended (the "Agreement"); and
4. The Agreement, by its terms, contemplates the expansion of the Park by inclusion of additional parcels within the Park or the reduction of the Park by the exclusion of parcels that are a part of the Park from time to time; and
5. Williamsburg and Florence desire to amend the Agreement to expand the Park and include an additional parcel that has been designated as an industrial site in Florence County.

NOW, THEREFORE, BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL:

1. The Agreement is hereby amended to expand the Park premises that are located in Florence County to include within the Park the property described in Exhibit A attached hereto.

2. The Chairman of the Florence County Council is hereby authorized to execute and deliver on behalf of Florence County an Amendment to Agreement for Development of Joint County Industrial and Business Park in substantially the form attached hereto as Exhibit B.
3. This Ordinance shall be effective immediately upon adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form
James C. Rushton, III, County Attorney

DRAFT

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Second Reading of Ordinance No. 01-2008/09

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2008 And Ending June 30, 2009; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; To Establish And Collect A Local Hospitality Tax In Florence County, And To Provide For Other Matters Related Thereto.

POINTS TO CONSIDER:

1. Ordinance No. 1-2008/09 is the budget ordinance for next fiscal year.
2. The proposed budget includes no General Fund mill levy increase.
3. The proposed budget includes a 2.75% cost of living increase for all County employees.

FUNDING FACTORS:

NONE

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 1-2008/09
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance No. 1-2008/09
2. Summary of Requested Changes Received – Second Reading

Sponsor(s) : County Council
 Introduction : May 1, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 15, 2008
 Second Reading : May 15, 2008
 Third Reading : June 5, 2008
 Effective Date : July 1, 2008

I, _____,
 Council Clerk, certify that the
 ad for a Public Hearing on this
 Ordinance ran on: _____.

ORDINANCE NO. 1-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2008 And Ending June 30, 2009; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; To Establish and Collect a Local Hospitality Tax in Florence County; And To Provide For Other Matters Related Thereto.]

DIVISION I: ANNUAL BUDGET

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2008-2009 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2008-2009.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2008-2009 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

b. Levy Process: In all cases, all property shall be taxed unless otherwise exempt from taxation pursuant to the South Carolina Code of Laws, 1976, as amended. The taxes are due and payable and shall be collected in the manner as provided for collection of taxes the South Carolina Code of Laws, 1976, as amended, and in accordance with procedures established in County enacting ordinances.

(1) Motor Vehicle Taxes: Taxes levied on motor vehicles shall be collected pursuant to the schedules and procedures as established by State Statute and nothing herein shall be deemed to extend or defer the time of payment for such motor vehicle taxes.

(2) Motor Vehicle Owner Responsibility for Taxes: No motor vehicle registered in the State of South Carolina and property of a person, a resident of the County, shall be operated on the streets and public ways of the County unless all the motor vehicle taxes and fees duly assessed against such vehicle shall have first been paid. In the event that any person violates the provisions of this Section, he shall be guilty of a misdemeanor and subject to the penalties prescribed in Title 46, 1976 South Carolina Code of Laws, as amended. Nothing in this section shall preclude the collection of taxes and fees upon such motor vehicle after the prosecution of the offender for failure to pay such tax.

c. Appropriation Management:

(1) Reallocation: Unless otherwise restricted by state law or specific limitation of accounting standards, all of the appropriations hereinafter and those in the budgetary detail incorporated herein by reference are subject to adjustment and reallocation by County Council by voice motion or resolution. Any amount appropriated in this Ordinance may be discontinued at any time by appropriate action of a majority of the County Council. Expenditures from the Council’s General Fund contingency shall typically be done by resolution or voice motion.

(2) Duplication: If any of the items, or portions thereof, for which funds are herein appropriated is taken over by the State or Federal government and appropriations therefrom be made by either or paid by either directly to a County Office, or if the same shall become available in any manner, then the amounts for said Office herein appropriated shall be reduced in the amount of said appropriation, direct payment, or other available funds or support, unless otherwise restricted by law.

(3) Direct Assistance: All agencies receiving direct assistance payments from the County shall be funded quarterly in arrears no more than twenty-five (25%) percent of their direct assistance line item or on an alternate schedule at the discretion of the County Administrator in the case of emergencies. The quarterly allotments shall be paid around the 15th of the month following the end of each quarter. The final 4th quarter funding may be withheld by the Finance Director pending the reconciliation of outstanding obligations between the County and the Agency receiving funding or in the case of grant irregularities. Agencies, boards, and commissions, which are partially funded by Florence County Government, must provide annual audited financial statements to include a copy of the management letter and a copy of the A-133 Single Audit report, if applicable. State funded agencies must provide an annual report or a summary of local office-specific funding. Quarterly funding may be withheld pending the County’s receipt of an agency’s annual audited financial statements.

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e, which shall be reflected on tax bills:

	<u>FY08</u>	<u>FY09</u>
Florence County	21.8	21.8
Emergency Management	5.8	5.8
Law Enforcement	31.5	31.5
Senior Citizens Center	0.9	0.9
Library	7.9	7.9
Debt Service	9.0	9.0

However, for operational management and all purposes, all revenues and collections generated from the first five mill levies detailed directly above shall be combined and managed as a single total levy which is hereby appropriated to the General Fund. Additionally, the following mill levies for the operation of the special purpose fire districts and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY09 debt service millages are shown for informational purposes only and is subject to adjustment by the County Auditor.)

	Operating Mills		Estimated	Total
	FY08	FY09	Debt Mills FY09	FY09
Johnsonville Rural Fire District	24.0	24.0	4.1	28.1
Sardis-Timmons ville Rural Fire District	15.0	15.0	0.0	15.0
Howe Springs Fire District	18.4	19.4	3.3	22.7
Hannah-Salem-Friendfield Fire District	18.0	18.0	8.0	26.0
West Florence Rural Fire District	6.5	8.0	0.0	8.0
Windy Hill/Olanta Rural Fire District	20.5	24.5	1.5	26.0
Florence-Darlington Technical College	4.9	4.9	0.0	4.9

Any millage adopted by this ordinance can be lowered by resolution of County Council prior to August 15, 2008.

The issuance of a general obligation bond in the approximate amount of \$600,000 for the construction of a new fire station for the Windy Hill/Olanta Rural Fire District is hereby authorized, along with the appropriate millage adjustment necessary to fund the annual debt service of said bond.

The issuance of a general obligation bond in the approximate amount of \$1,500,000 for the purchase of capital equipment for the Howe Springs Fire District is hereby authorized, along with the appropriate millage adjustment necessary to fund the annual debt service of said bond.

e. Funds: The following funds are hereby established for the purposes set forth with appropriations/budgeted amounts where applicable. Other funds may be delineated elsewhere:

Fund	Fund Name	Appropriation
10	County General Fund	\$49,113,446
08	Law Library Fund*	\$ 90,000
19	Landfill Fund*	\$ 5,804,000
21	District Utility Allocation Fund*	\$ 1,943,073
26	Economic Development Capital Project Fund	\$ 1,488,000
27	Economic Development Partnership Fund*	\$ 460,000
30	Road Maintenance Fund*	\$ 3,713,571
35	65% State Accommodations Tax (2%) Fund*	\$ 250,000
36	30% State Accommodations Tax (2%) Fund*	\$ 120,000
37	District Infrastructure Allocation Fund*	\$ 1,427,568
48	E-911 System Fund*	\$ 963,999
52	Victim/Witness Fund*	\$ 382,634
64	Local Accommodations Tax (3%) Fund*	\$ 2,172,000
65	District Rocking and Paving Fund	\$ 1,683,578
74	Debt Service Fund*	\$ 3,620,803
	Hospitality Fund*	\$ 691,875
	OPEB Fund*	\$ 1,000,000

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2008 through June 30, 2009. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$3,620,803 for Debt Service provided by this Ordinance.

g. Landfill Fund Balance Appropriations (nonrecurring): The sum of \$500,000 is hereby appropriated from the Landfill Fund Balance and is included in the Landfill Fund appropriation in Item (e) directly above. The purpose of this appropriation is to partially fund in FY09 the cost of the manned convenience centers contract rather than fund the entire amount of this contract from the General Fund. In addition, the sum of \$1,065,140 is hereby appropriated from the Landfill Fund Balance and is included in the Landfill Fund appropriation in item (e) directly above. The purpose of this appropriation is to fund the cost of the budgeted Public Works vehicles and equipment included in the Road Maintenance Fund. In addition, the sum of \$2,000,000 is hereby appropriated from the Landfill Fund Balance and is included in the Landfill Fund appropriation in item (e) directly above. The purpose of this appropriation is to fund future potential land purchases, etc.

h. Major Funds Determination: In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34 and other appropriate regulations requiring Government-wide Financial Statements, major funds will be determined annually at the end of the fiscal year during the audit process.

i. Grants Management:

(1) Grant Fund Balances: Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, any State Accommodations Tax Funds not committed to the County General Fund, and capital improvement or special project appropriations outstanding as of June 30th in the calendar year in which this budget ordinance is effective, shall be carried forward into the subsequent fiscal year budget appropriations. All grants are to be budgeted and accounted for in a special revenue fund, and authorized local match transfers will be completed by the County Finance Director based on County Council's acceptance of the grant.

(2) County Acceptance: The expenditure of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, and the grant has been accepted and funded by proper action of County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the current budget appropriations, as amended, or as approved by County Council Grant Resolutions. The County Finance Director must be listed as a contact on all grant applications and awards; all correspondence must be copied to the County Grants Coordinator.

(3) Budgeting: Grant funds requiring matching County funds not specifically budgeted shall be authorized by passage of Council Resolution approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be budgeted by Resolution of Council. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Coordinator with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance. All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the Grants Coordinator. County offices must present all voucher requests for payments related to grants to the Finance Office before the disbursement of grant related funds. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have

these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

a. Compliant Fund Balance Policy: Florence County Council utilizes a compliant fund balance methodology based on the cash-flow needs of the County to maintain sufficient reserves in order to maintain County operations. End of year fund balance estimations and associated cash flow projections for all cash-discrete funds are developed annually in the budget process to maintain a minimum of annualized appropriations in operational funds to ensure routine operations remain uninterrupted and in sinking funds (debt service fund) balances as required to timely service all scheduled debt.

Should any individual fund balance fall below the required minimum balance, inter-fund cash transfers are hereby authorized, provided that the allocation of interest is accounted for appropriately no less than once per fiscal year.

b. Tax Anticipation Note Authority: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or following fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Florence County for the repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such terms, and in such sums as may be negotiated between the County and the lender.

SECTION 3. BUDGET YEAR END

a. Purchase Authority Cutoff: The budget year shall expire on June 30 of this fiscal year. No monies shall be disbursed pursuant to this Ordinance unless such funds have been obligated (i.e. an order has been placed or a contract signed for the delivery of goods or services in accordance with County procurement procedures) prior to the close of the fiscal year, which is June 30. The County Administrator will take action to preclude all purchase order activity except business required for expedient operations and emergencies after June 15 of the fiscal year; no capital purchases other than emergencies will be initiated after May 31 of the fiscal year without the express written approval of the County Administrator. In addition, all items must be received and invoiced June 30th or earlier, or the items will be deducted from the originating office's subsequent fiscal year budget.

b. Purchase Order Liquidation: All offices are responsible for providing documentation regarding outstanding obligations for this fiscal year to the Finance Department on or before June 15th to facilitate the proper accrual of outstanding obligations of the County or the obligation(s) may be deducted from the office's budget for the subsequent fiscal year.

c. No Roll-Forward: Budget line item balances shall under no circumstances roll forward at the end of this fiscal year into the next fiscal year's budget, except for bond funds and grants crossing the fiscal year or as otherwise specified or appropriated within this budget ordinance.

SECTION 4. NATURE OF REVENUES, EXPENDITURES, AND CHART OF ACCOUNTS

a. Transfers Prohibited: Unbudgeted transfers are prohibited except as approved herein and in accordance with generally accepted accounting principles.

b. Overspending: Any office which overspends its straight-line spending levels for two consecutive months shall be reviewed by the County Administrator, who may freeze position vacancies, capital expenditures, and funds transfers, and remove sufficient personnel from the County payroll to offset fully the impending budget overrun prior to the close of the fiscal year.

c. Intra-departmental Transfers by Finance Department: In order to process claims for payment submitted to the Finance Department, the Finance Director, or his designee, is hereby authorized to make intra-departmental transfers between line items in any department's budget in order to ensure that no line item is over-spent by the processing of these claims.

SECTION 5. FIXED ASSETS

a. Reporting: The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized. The threshold for determining if an item is considered to be a fixed or capital asset is the value or the purchase price (whichever is higher) of \$5,000 or greater and the item must have a useful life of more than one year. Appropriate depreciation schedules are maintained on the straight-line basis over the estimated useful life of each asset in accordance with Generally Accepted Accounting Principles (GAAP). The estimated useful life is determined by guidelines developed by the State of South Carolina Office of Comptroller General, and in some cases, applicable Federal IRS regulations and/or Governmental Accounting Standards Board (GASB) 34 implementation guidelines.

b. Inventory Control: Each County Office is responsible for verification of all of its items required to be listed in the Fixed Asset System maintained by County Finance and for providing documentation of the annual inventory review to Finance on or before the third week in June annually. Finance will distribute forms for the inventory verification process and will provide current inventory listings to County Offices for verification of inventory on hand by May 30th annually.

c. Insurance Proceeds: In order to comply with GASB42 regulations, all insurance payments will be processed by the County Finance Office.

SECTION 6. RECEIPT, MANAGEMENT, AND REPORTING OF CASH:

a. Timely deposit: All service charges, fees, fines, reimbursements, grant funds etc. received by County Offices shall be deposited with the County Treasurer or directly to the bank that serves as checking depository as soon as possible after collection. All County Offices that collect funds on a daily basis shall reconcile receipts to funds received and submit funds to the Treasurer's Office by the following business day in the format as prescribed by the County Treasurer. Offices collecting less than \$200 on any single day may delay one business day. This policy does not apply where State law specifically provides authority for other actions to a specific official.

b. Bank Reconciliation: The Treasurer is responsible for reconciling bank accounts maintained in the Treasurer's Office in order to properly record revenues to the books of the County in accordance with the County's chart of accounts and properly allocating interest and all other funds to various funds and bank accounts as required by SC Law.

c. Cash Accounting: The County Treasurer's Office is responsible for annual external audit reporting of revenues to the State Comptroller's Office and for providing the Finance Office and External Auditors with sufficient data to convert revenues from the cash basis of accounting to the modified accrual basis of accounting in order to ensure legal and annual audit compliance with Governmental Accounting Standards Board (GASB) regulations, in particular GASB Statement No. 34 which requires revenue reporting on the modified accrual basis of accounting during the fiscal year and year-end conversion to accrual basis to produce Government-Wide Financial Statements.

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

Boards, Commissions, Agencies, and Institutions: All boards, commissions, agencies, and institutions receiving County funds shall make a full detailed annual fiscal report to the County Council at the end of the fiscal year. Agencies receiving less than \$5,000 annually in direct assistance from the County may submit internally prepared financial statements in lieu of an audited statement. The County governing body, the County Administrator, or the Finance Office may require reports, estimates, and statistics from any County office as may be necessary in the preparation of annual budgets or supplemental appropriations. Prior year audits are required for acceptance of annual budget requests.

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

a. Solicitor and Public Defender funding supplement commitments: Salary supplements are included for various employees in the Solicitor's and Public Defender's departments' budgets. Disbursement of these supplements is contingent upon available funding received from these offices. Should this funding become unavailable, the supplements shall be removed from the payroll system of Florence County and the salaries reduced accordingly.

b. Planning Department Tier Pay Structure: The County Administrator is authorized hereafter to continue the tier pay structure for certain employees in the Planning Department upon receipt of certain certifications.

c. FY09 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2008. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

d. Public Information Officers: The County Administrator is authorized to appoint up to four employees as public information officers. These employees must then be trained and certified to perform this function. As a result of being assigned these additional duties and therefore being on call, hourly employees assigned to this function will receive a supplement of 3% of their hourly wage and salaried employees will receive a supplement of \$100 per month. Should an employee cease to perform this function, the supplement pay shall cease.

e. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for

receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or are a violation of the State Ethics Laws and regulations.

f. Credit Cards and Accounts: Credit cards which obligate Florence County directly are not permitted unless specifically authorized by written resolution of County Council. Requests for establishing credit accounts in the name of the County must be forwarded to the County Finance Office which is responsible for establishing credit accounts with vendors upon written approval by the County Administrator or the Finance Director. The County Finance Department is also responsible for the control and monitoring of all credit accounts in the County's name, verification of goods received and reconciling of such credit purchases to invoices received. Accounts not established in accordance with this ordinance are the sole responsibility of the initiating person, and the County shall not be liable or obligated to make payment on behalf of the initiator or the person using the account.

g. Tuition Assistance Program: An amount of \$25,000 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Department is authorized and directed to establish the administrative procedures necessary to operate this program, including whether an annual credit hour or dollar reimbursement cap per employee is necessary. All expenditures under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

h. Continuation of County employment following TERI (Teachers and Employee Retirement Incentive): County employees enrolled in the TERI program, who wish to extend County employment following the TERI period, may apply for continuation in their current position and pay rate after satisfying the minimum timeframes set by the South Carolina Retirement System. The employee must make a written request to his Department Head and copies of approved requests must be provided to the Human Resources Department at least 30 days prior to the end of the employee's TERI period. The Department Head must recommend the request in writing and the County Administrator must approve the request in writing.

i. Retirees' Health Insurance: The post-retirement health insurance provided to eligible retirees as established by the Florence County personnel Policy Manual is hereby amended to make this benefit subject to annual appropriation by County Council in the annual budget ordinance. In the FY09 budget, certain funds have been segregated into a separate Other Post-Employment Benefit (OPEB) Fund, should County Council continue to appropriate these funds annually to offset a portion of related future liability costs.

j. Tax Assessor Department Tier Pay Structure: The County Administrator is authorized to implement a tier pay structure for certain employees in the Tax Assessor Department upon receipt of certain certifications.

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

The County Administrator is hereby authorized to complete work with the County's existing software programming vendor, Strawn & Neil, in an amount not to exceed \$50,000 for the purpose of completing the modification of the County's accounting chart of accounts to expand the fields in the account structure in order to modernize, simplify, and streamline the budget structure. These modifications will allow the County to more efficiently prepare the year-end financial statements in compliance with Governmental Accounting Standards Board (GASB) Statement No. 34 and will also enhance budget analysis.

SECTION 10. FEES AND CHARGES

Disposition of Collections: All taxes, fees, charges, and assessments not otherwise allocated specifically by this ordinance with the supporting detail incorporated herein by reference or by law shall be deposited in the Florence County General Fund with other general fund revenues. All such taxes, fees, charges, and assessments shall be appropriated and allocated by the Florence County Council in the same manner as other general revenues. No such taxes, fees, charges, or assessments shall be paid to or shall accrue to the personal benefit of any officer or employee of Florence County. Use of fees, fines, and charges to reimburse expenditure budget line items through deposit credits is prohibited.

Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to \$500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the case.

Planning and Building Department: In addition to the other fees currently collected by the Planning and Building Department, the Planning Director is hereby authorized to collect a standard fee of \$50 for certificates of occupancy and for zoning compliance and to issue the requested information separately from the County's current Freedom of Information Act procedure. These requests are routine in nature and can be processed internally by this department.

Tax Assessor's Office: In addition to the other fees currently collected by the Tax Assessor's Office, the Tax Assessor is hereby authorized to charge a standard fee of \$250 for reports to mortgage companies and to issue the requested information separately from the County's current Freedom of Information Act procedure. These requests are routine in nature and can be processed internally by this department.

Solid Waste Household Fee: In order to partially defray the fuel surcharge increases from the vendor that operates the Florence County manned convenience centers; the solid waste household fee is hereby increased from \$33.02 to \$35.52 effective for fiscal year 2008-2009.

Emergency Medical Services Fee Schedule: Effective July 1, 2008, the fee schedule for emergency medical services will be as follows:

	<u>FY08</u>	<u>FY09</u>
Basic Life Support (BLS)	\$250	\$325
Advanced Life Support (ALS)	\$300	\$375
Advanced Life Support II (ALS2)	\$300	\$400
Treatment/No Transport	\$150	\$175
Mileage rate per mile	\$ 5	\$ 8

SECTION 11. DEBT COLLECTION

Setoff Debt: Florence County is hereby authorized to participate in the Setoff Debt Program through the South Carolina Association of Counties on an annual basis as approved by the Florence County Administrator, who is authorized to execute all documentation and direct all designations of personnel participating as necessary.

Insurance Processing: For those EMS patients who are both Medicare and Medicaid eligible, Florence County will bill the primary insurance carrier for charges incurred by the patient for use of the County's EMS services. Any amounts remaining after the payment from the primary insurance carrier has been applied to the patient's account shall be the responsibility of the patient.

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

a. Contract Execution: The County Administrator or County Administrator's designee is the sole authority who can obligate the county in any manner through signature of contracts, purchase orders, or other such agreements or documents as an authorized agent.

b. Check Enforcement Unit: The County Administrator is hereby authorized to execute annual agreements between Florence County and the 12th Circuit Solicitor's Office for the operation of the Solicitor's check enforcement unit.

c. Title IV-D Contracts: The County Administrator, Clerk of Court, and Sheriff are authorized to enter jointly into agreements with the South Carolina Department of Social Services for receipt of Title IV-D (Child Support Enforcement) Federal Funds.

d. School Resource Officer Contracts: The County Administrator is hereby authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount budgeted in the General Fund for the Florence County Sheriff's Office grant match/contract match line item.

e. Lease Renewals: The County Administrator is hereby authorized to execute renewals of any existing leases for real or personal property for the terms and conditions included in the various leases as the existing lease periods expire and the leases therefore come up for renewal and for which funds are available through County Council appropriation in this year's budget.

f. SCDOC Agreements: The County Administrator is hereby authorized to execute annual agreements between Florence County and the South Carolina Department of Corrections for the use of pre-release inmates by the Recreation Department.

g. DSN Resolution: The Chairman of County Council is hereby authorized to execute a resolution designating the Florence County Disabilities and Special Needs Board as an entity in Florence County to provide transportation to persons with disabilities.

h. EMS Medical Control Physician: The County Administrator is hereby authorized to renew the EMS Medical Control Physician contractual arrangement.

i. Litter Control Enforcement: The Environmental Services Department is hereby authorized to resume armed/blue light litter enforcement effective July 1, 2008.

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

A fixed Agricultural Assessment Extension Policy for private citizens is hereby authorized. Any private citizen may apply for agricultural assessment for no more than two tax years prior to the then current tax year. Businesses, including partnerships, corporations, etc., are not eligible to receive consideration under this fixed policy, but must continue to make applications to Council demonstrating to Council's satisfaction that the business had reasonable cause for not filing timely.

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

The approval by written resolution of County Council or authorization as provided in annual budget ordinances shall be required to place any additional vehicles in the County fleet. Without such authorization, no vehicle shall be added to the fleet or to the County's insurance policies except where a currently insured vehicle is being removed from same. Vehicles removed from the fleet and the insurance policies must be surplus, through Council resolution, and placed for sale according to County Purchasing Policy.

If the County Administrator deems it in the best financial interests of the County, the County Administrator is hereby authorized to approve the trade-in of certain County-owned surplus vehicles against the cost of replacing said vehicles, rather than holding surplus vehicles for auction.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

Pursuant to the requirements of South Carolina Law with regard to administration of State Accommodations Tax Funds (Fund 36), the Florence Convention and Visitors Bureau and the Lake City Chamber of Commerce are hereby designated as the tourism bodies in Florence County. These organizations shall be responsible for administering and reporting expenses for these State Accommodations Tax Funds (Fund 36) to County Finance. Total amount of funds shall be adjusted annually based on actual funds the County receives from the State related to the promotion of tourism. County Council reserves the right to designate alternate agencies by voice motion at its discretion.

DIVISION II: LOCAL HOSPITALITY TAX

WHEREAS:

1. Article 7 of Chapter 1 of Title 6 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), authorizes local governing bodies by ordinance to impose a Local Hospitality Tax (as defined herein) not to exceed two percent (2%) on the gross proceeds of sales of prepared meals and beverages; and
2. The County finds that a Local Hospitality Tax upon the sales of prepared meals and beverages sold in establishments in the County will result in revenues that will be used for the dedicated purpose of improving services and facilities for tourists and the citizens of the County, which constitutes a public purpose of the County.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

SECTION 1. DEFINITIONS

- a. "County" means Florence County, South Carolina and all of the unincorporated areas and the incorporated municipalities within the geographical boundaries of Florence County, South Carolina.
- b. "Local Hospitality Tax" means a tax on the sales of prepared meals and beverages sold in establishments within the County.
- c. "Obligations" means bonds, certificates of participation, lease or other forms of obligations approved by the County Council of the County payable or secured by the proceeds of the Local Hospitality Tax issued to defray the cost of one or more projects authorized under the Act.
- d. "Prepared meals and beverages" means the products sold ready for consumption either on or off premises in businesses classified as eating and drinking places under the Standard Industrial Code Classification Manual and including but not limited to lunch counters and restaurant stands; restaurants, lunch counters, and drinking places operated as a subordinate facility by other establishments; convenience stores, grocery delicatessens, and bars and restaurants owned by and operated for members of civic, social, and fraternal associations.

SECTION 2. LOCAL HOSPITALITY TAX

A Local Hospitality Tax is hereby imposed on the sales of prepared meals and beverages sold in establishments within the County. The Local Hospitality Tax shall be in an amount equal to two percent (2%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the County. The Local Hospitality Tax shall be in an amount equal to one percent (1%) of the gross proceeds of sales of prepared food and beverages sold in establishments located within the boundaries of any incorporated municipalities within the County which have not imposed a local hospitality tax prior to July 1, 2008 provided, however, the County shall not impose a local hospitality tax on those municipalities that have adopted a two percent (2%) Local Hospitality Tax prior to July 1, 2008; further, provided, however that the cumulative rate of the County and municipal Local Hospitality Taxes imposed for any portion of the County may not exceed two percent (2%).

SECTION 3. PAYMENT OF LOCAL HOSPITALITY TAX

- a. Payment of the Local Hospitality Tax established herein shall be the liability of the consumer of the prepared meals and beverages. The Local Hospitality Tax shall be paid at the time of purchase of prepared meals and beverages to which the Local Hospitality Tax applies, and shall be collected by the provider of prepared meals and beverages (also known as the "provider of services" or "service providers"). The County shall promulgate a form of return that shall be utilized by the provider of the services to calculate the amount of the Local Hospitality Tax collected and due the County. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.
- b. The Local Hospitality Tax provided for in this Ordinance must be remitted to the County on a monthly basis when the estimated amount of average Local Hospitality Tax is more than fifty dollars (\$50.00) a month, on a quarterly basis when the estimated amount of average Local Hospitality Tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) a month, and on an annual basis when the estimated amount of average Local Hospitality Tax is less than twenty-five dollars (\$25.00) a month. The closing date for monthly payments is the last day of the month; the closing dates for quarterly payments are the last days of the months of March, June, September, and December, and the closing date for annual payments is the last day of December.
- c. The provider of the services shall remit the Local Hospitality Tax collected, when due, to the County by the 20th day of the month following the closing date of the period for which the Local Hospitality Tax payment is to be remitted. A payment is considered to be timely remitted to the County if the return has a U.S. Mail postmark date on or before the date the report form is due. If the 20th day of the month falls on a Sunday or postal service holiday, then payments postmarked on the next business day will be accepted as timely filed.

SECTION 4. LOCAL HOSPITALITY TAX SPECIAL REVENUE FUND

An interest-bearing, segregated and restricted fund to be known as the “Florence County Local Hospitality Tax Special Revenue Fund” (the “Fund”) is hereby established. All revenues received from the Local Hospitality Tax shall be deposited into the Fund. The principal and any accrued interest in the Fund shall be expended only as permitted by the Act.

SECTION 5. DISTRIBUTION OF FUNDS

It is the intent of County Council and the County Administrator as their designee to ensure that any and all money expended from the Fund shall be spent for the purposes permitted under the Act.

The amounts of the Fund, including investment earnings accumulated therein, shall be allocated, subject to annual appropriation by the County Council, in the following manner:

- (1) Should Local Hospitality Tax funds be used to defray the cost of Obligations, the amount necessary for debt service shall take precedence over all allocations;
- (2) If any balance remains, then to provide for expenditures related to operational and maintenance costs and for the provisions of additional County services including but not limited to law enforcement, traffic control, emergency management, and emergency medical services which enhance the ability of the County to attract and provide for tourists. The funds must not be used as an additional source of revenue to provide services normally provided by the County, and provided that the amount of accommodations taxes collected annually in the County pursuant to Section 12-36-920 of the Code of Laws of South Carolina 1976, as amended, is less than nine hundred thousand dollars, then the amount of Local Hospitality Funds used for operation and maintenance as described in this subsection (2) cannot exceed twenty percent (20%) of the Local Hospitality Tax revenue collected in the preceding year; and
- (3) The remaining balance, plus interest earned, shall be allocated to provide for expenditures related to operating and maintenance costs associated with tourism related programs and to defray the cost of capital projects that qualify for such funds under the Act.

SECTION 6. OVERSIGHT AND ACCOUNTABILITY

Any organization or agency receiving Local Hospitality Tax funds must submit a report of expenditures and the impact on tourism for the preceding calendar year and a plan for the upcoming year to the County Administrator on or before March 1 of each year. Such report shall be on a form provided by the County.

SECTION 7. INSPECTIONS, AUDITS, AND ACCOUNTABILITY

For the purpose of enforcing the provisions of this Ordinance, the County Administrator or other authorized agent of the County is empowered to require annual registration of businesses operating in the County for purposes of determining the applicability of this Ordinance, enter upon the premises of any person subject to this Ordinance and to make inspections and to examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours’ notice. In the event that an audit reveals that the provider of the services has filed false information, the costs of the audit shall be added to the correct amount of Local Hospitality Tax determined to be due. All operational and administrative costs associated with the billing and collection of the Local Hospitality Tax will be charged to the Fund. The County Administrator or other authorized agent of the County may make systematic inspections of all service providers that are governed by this Ordinance to ensure compliance with this Ordinance. Records of inspection shall not be deemed public records.

SECTION 8. VIOLATIONS AND PENALTIES

- a. It shall be a violation of this Ordinance to:
 - 1. fail to collect the Local Hospitality Tax as provided in this Ordinance, or
 - 2. fail to remit to the County the Local Hospitality Tax collected pursuant to this Ordinance, or
 - 3. knowingly provide false information on the form of return submitted to the County, or
 - 4. fail to provide books and records to the County Administrator or other authorized agent of the County for the purpose of an audit upon twenty-four (24) hours' notice.
- b. Any unpaid assessment of Local Hospitality Tax shall be subject to a five percent (5%) penalty, charged on the original amount of the Local Hospitality tax due.
- c. Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed Two Hundred and No/100 (\$200.00) or imprisoned for a term not to exceed thirty (30) days.

SECTION 9. OBLIGATIONS

So long as any Obligation is outstanding that the County has designated as being secured by or payable from the Local Hospitality Tax, the Local Hospitality Tax shall continue to be collected by the County.

SECTION 10. COLLECTIONS

The Local Hospitality Tax shall commence being collected by the providers of the services on October 1, 2008, and remittance of the Local Hospitality Tax shall commence in the manner referenced in Section 3 herein.

SECTION 11. CODIFICATION

Effective upon the adoption of this Ordinance, the provisions of this section – Local Hospitality Tax – shall be codified in the Florence County Code of Ordinances. In addition, the provisions of this section shall remain in force until modified or repealed by Ordinance of Florence County Council.

DIVISION III: REPEAL AND SEVERABILITY

SECTION 1. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

K.G. Rusty Smith, Jr., Chairman
Florence County Council

Approved as to Form & Content
James C. Rushton, III, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

**Florence County
FY08/09 Budget
Summary of Requested Changes
Second Reading**

GENERAL FUND

- Timmons ville Rescue Squad – Requests additional funding in the amount of \$13,152, primarily for increased fuel costs and increased worker’s compensation costs.
- Public Defender – Requests additional funding in the amount of \$5,000 for book budget. (This is due to a misinterpretation of the department’s original budget request for this line item.)
- Treasurer – Requests the following personnel changes. (Costs include applicable fringe benefit amounts for related FICA and retirement costs.)

Deputy Treasurer reclassification	\$2,926
Accounting Manager within grade increase	\$2,926
Accountant II within grade increase	\$2,926
<u>Customer Service Rep I – perm. reduction to 30 hrs./wk</u>	<u>(\$5,214)</u>
Total request	\$3,564

- IT Manager change to IT Director effective January 1, 2009 (less than \$2,000 additional, FY09; less than \$4,000 annualized, FY10)

LOCAL ACCOMMODATIONS TAX (3%) FUND

- Civic Center requests funding of up to \$300,000 from fund balance to replace certain sections of retractable seating that is in disrepair. Civic Center has received preliminary proposal for approximately \$570,000. City of Florence would have to commit to an equal level of funding for project to proceed.

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, May 15, 2008

AGENDA ITEM: Ordinance No.33-2007/08
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By Pinewood Village Located Off Second Loop, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31.]

POINTS TO CONSIDER:

1. The property is located in Council District 8.
2. The property is currently vacant.
3. All of the properties are currently zoned, RU-1, Rural Community District.
4. The applicants wish to rezone the properties to B-3, General Commercial District.
5. The property is surrounded by commercial properties and some residentially-developed properties.
6. This property is designated in a High Intensity Economic Corridor area according to the Comprehensive Plan.
7. This request does comply with the Comprehensive Plan.

OPTIONS:

1. *(Recommended)* Florence County Council's approval of Ordinance No. 33-2007/08 as recommended by eight of the nine members present at the Planning Commission meeting of April 22, 2008.
2. Provide An Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.33-2007/08
2. Staff report for PC#2008-25
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Consolidated Zoning Ordinance information

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: April 22, 2008	Council Clerk, certify that this
Planning Commission Public Hearing	: April 22, 2008	Ordinance was advertised for
Planning Commission Recommendation	: April 22, 2008 [Approved 9-0]	Public Hearing on _____.
First Reading/Introduction	: May 15, 2008	
Committee Referral	: N/A	
Second Reading	: June 5, 2008	
Third Reading	: June 19, 2008	
Effective Date	: Immediately	

ORDINANCE NO. 33 -2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By Pinewood Village Located On Second Loop, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31 Consisting Of 7.28 Acres.]

WHEREAS:

1. Article 9, Section 9.1 entitled "Intent" of the Consolidated Zoning Ordinance establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County is not injurious from a public health, safety, and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. Article 9, Section 9.5 entitled "Administrative Procedures, Action" of the Consolidated Zoning Ordinance for Florence County adopted April 1, 1999, provides a procedure for amending the Official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County/Municipal Planning Commission at a public hearing on April 22, 2008; and

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Property located on Second Loop Road bearing Tax Map 90-080, Block 1, Parcel 31 is hereby rezoned to B-3, General Commercial District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

 Connie Y. Haselden, Council Clerk

SIGNED:

 K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content
James C. Rushton, III, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
April 22, 2008
PC#2008-25
ORDINANCE NO. 33 - 2007/08**

Subject: Rezoning request from RU-1, Rural Community District to B-3, General Commercial District

Location: Property located off Second Loop, Florence County

Tax Map Number: 90080, Block 1, Parcel 31

Council District(s): 8; County Council

Owner of Record: Pinewood Village

Applicant: John Blankenship

Land Area: Approximately 7.28+ acres

Existing Land Use and Zoning:

The subject property is currently vacant and zoned RU-1, Rural Community District.

Proposed Land Use and Zoning:

The proposal is to rezone the subject property to B-3, General Commercial District for retail and office use.

Surrounding Land Uses and Zoning:

North: Planned Development District / PD/ City of Florence
South: Single-Family Residential /R-3 and B-3/ Florence County
East: Commercial /B-3/ Florence County
West: Commercial/B-3/ City of Florence

Florence County Comprehensive Plan:

The front portion of subject property which fronts Second Loop Road is located in a High Intensity Economic Corridor area and the rear portion of subject property is located in an Industrial Business area according to the Comprehensive Plan Land Use Map. The applicant's request to rezone property to B-3 does comply with the Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Second Loop Road that is maintained by South Carolina Department of Transportation.

Water and Sewer Availability- These services are provided by the City of Florence Public Works.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be any waterway/body of water adjacent to the property. The property is not located in a flood zone.

Background- The request is to rezone the subject properties to B-3, General Commercial District.

Traffic Review:

The rezoning of this property would have a minimal effect on traffic flow for the area

Florence County/Municipal Planning Commission Action: April 22, 2008

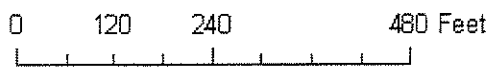
The nine Planning Commission members present approved the rezoning request with a vote of eight in favor and one recusal at the meeting held on April 22, 2008.

Florence County/Municipal Planning Commission Recommendation:

The Planning Commission recommends approval of this request by Florence County Council due to the rezoning request being in compliance with the Comprehensive Plan.

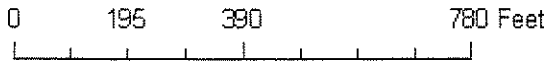
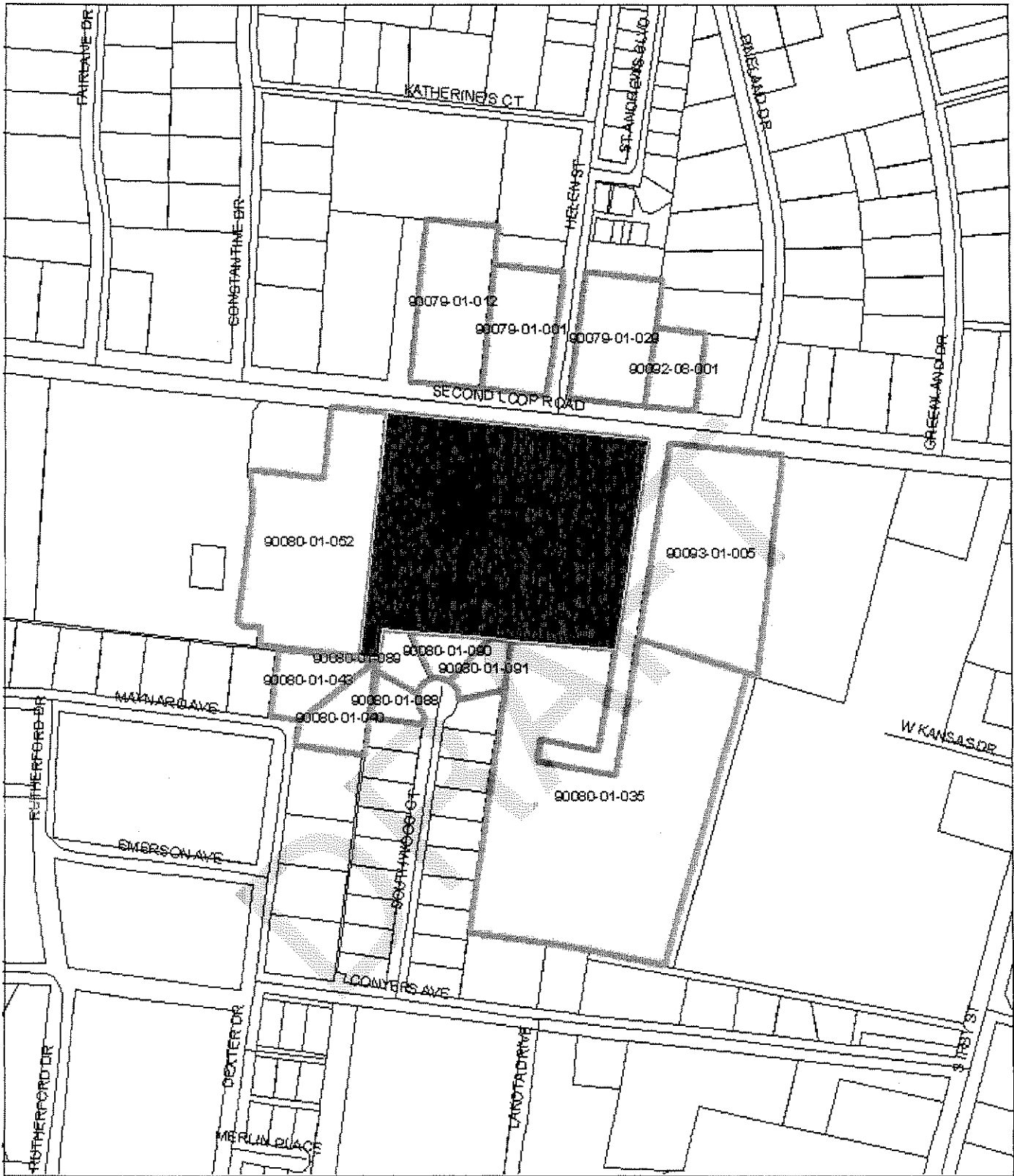
DRAFT

Florence County 2003 Orthophotography Map



Map Prepared by: RWE
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& Building Inspections Department
Geographic Information Systems
2007

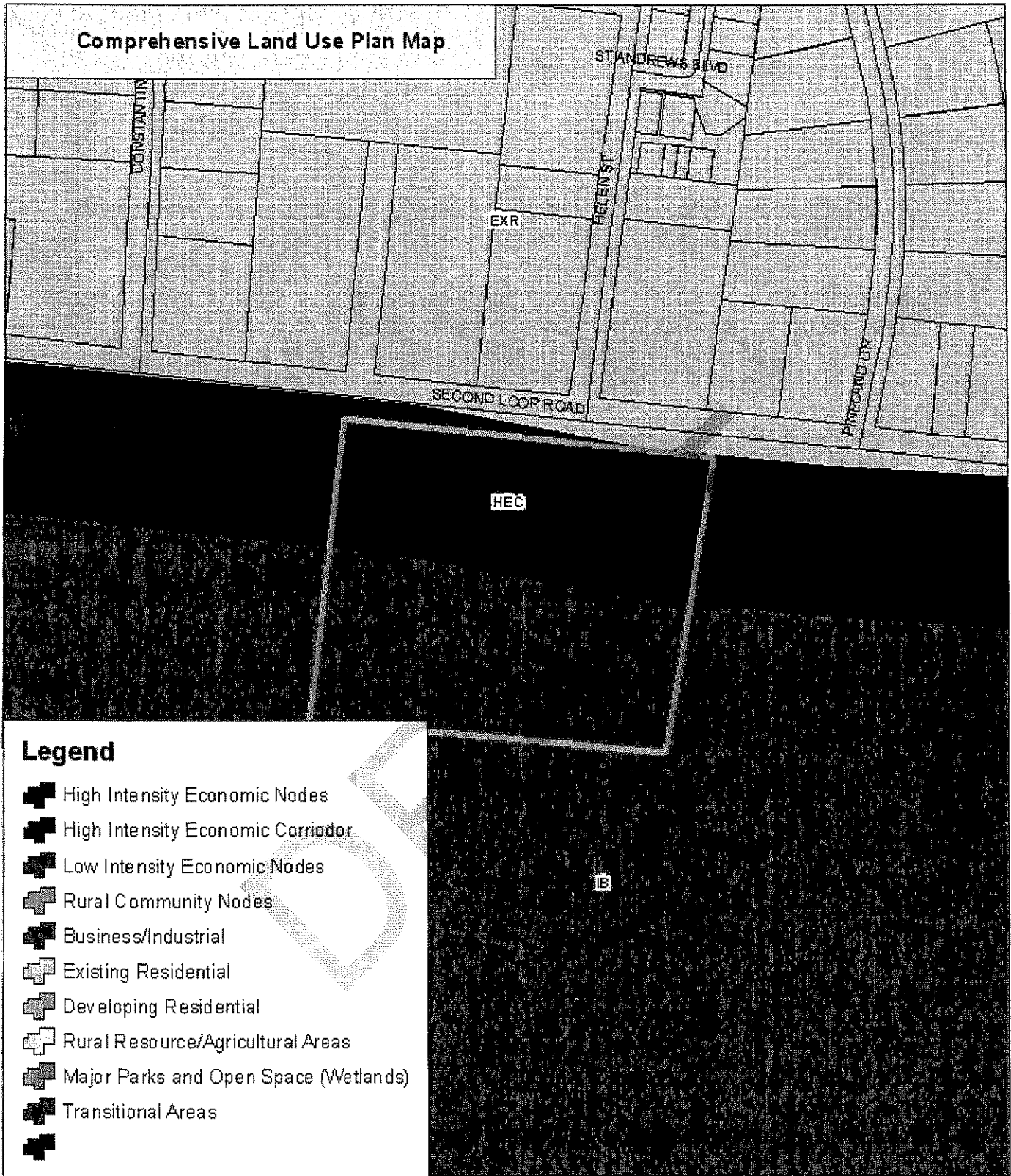
COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25



Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25

Comprehensive Land Use Plan Map



Legend

- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas
-



Map Prepared by: RWE
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 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25

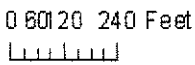
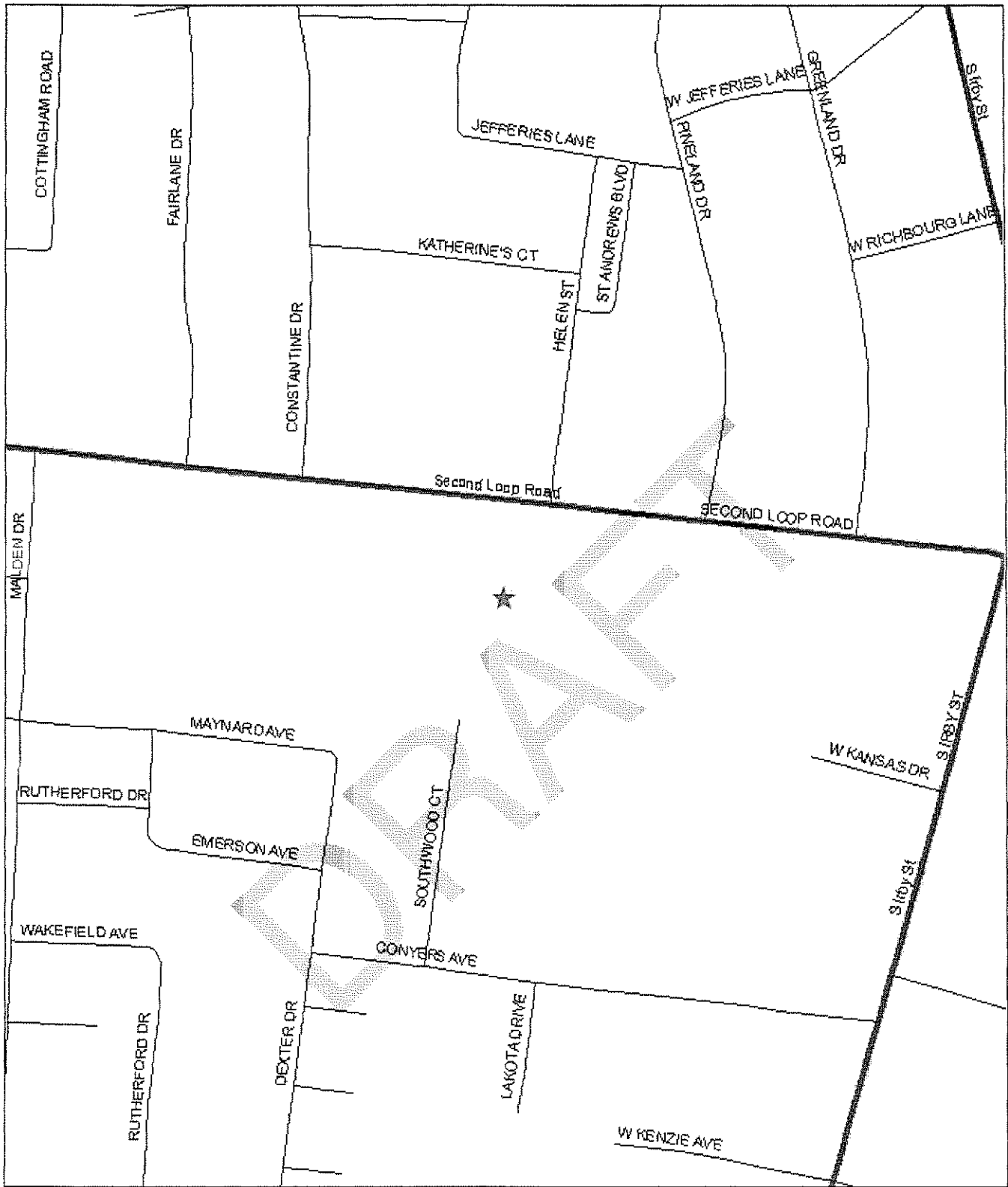


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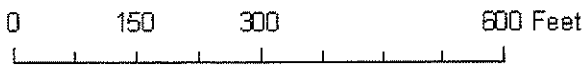
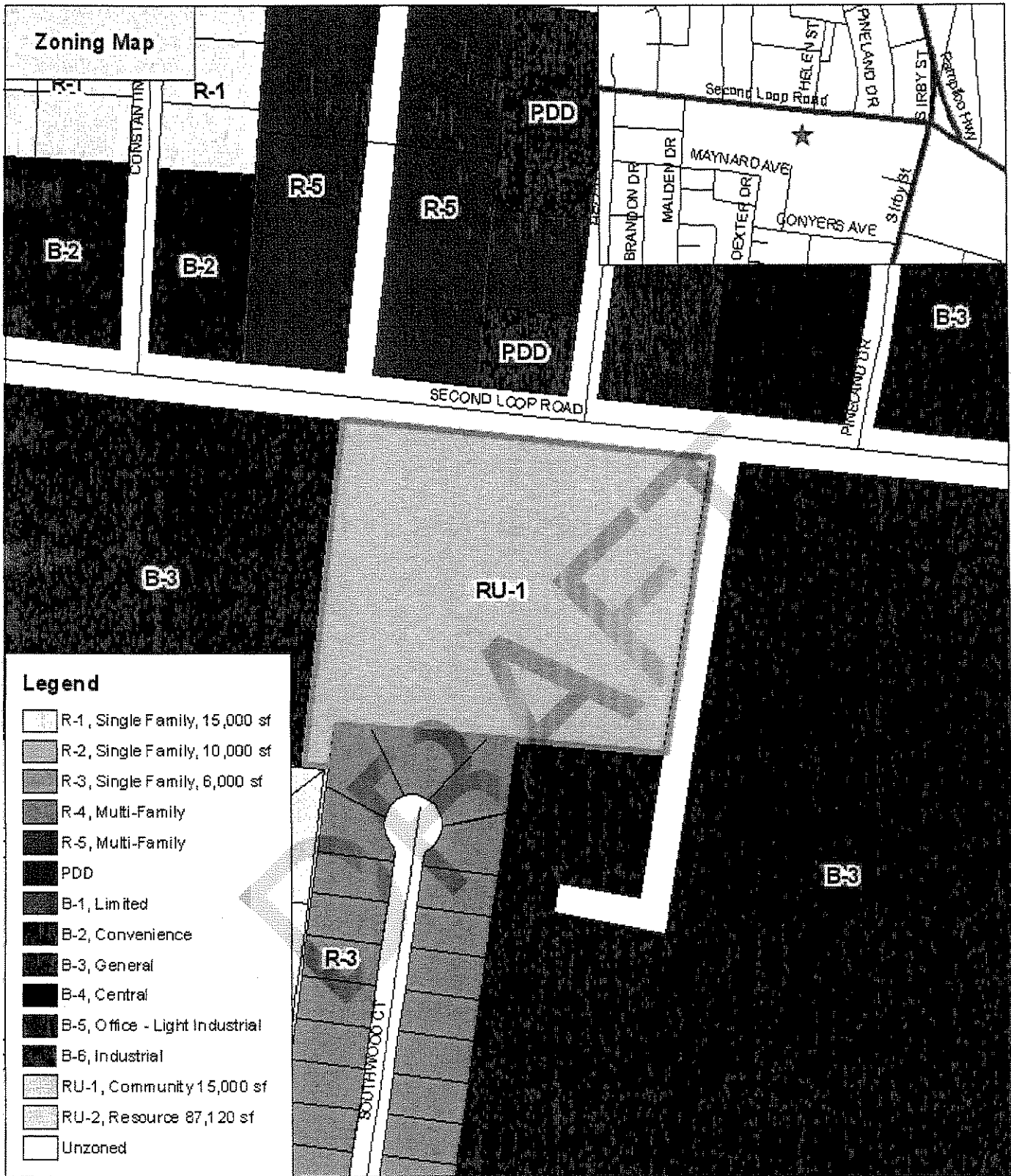
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 & Building Inspections Department
 Geographic Information Systems
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COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25



Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 8
PC#2006-25



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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25

Comprehensive Plan Attachment:

Economic Activity Areas Industrial-Business Areas

Objective

The objective of the Industrial–Business designation is twofold, (1) to create industrial and business development opportunities and (2) to protect existing industrial and business interests from incompatible development.

Areas so designated have been determined to be suitable to such development based on soil conditions, access, and infrastructure (existing or planned).

Strategy

- ✓ Identify and map areas with industrial and business potential, and take appropriate action to reserve such areas for future development.
- ✓ Promote the development of industrial and office parks within such areas.
- ✓ Facilitate such areas for industrial and business development.
- ✓ Reduce through zoning, site design, and/or buffer requirements potential conflicts between business/ industrial uses (existing and future) and residential uses.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Create industrial and business development opportunities, and protect industrial and business interests from incompatible development	<ul style="list-style-type: none"> ❖ Industrial and business uses ❖ Institutional uses ❖ Wholesale and warehousing uses ❖ Big box retail ❖ Mixed-use planned development ❖ Existing residential and infill of existing subdivisions 	<ul style="list-style-type: none"> ❖ New residential subdivisions

Comprehensive Plan Attachment:

Economic Activity Areas High Intensity Economic Corridors

Objective

The objective of the high intensity development corridor concept is to support continued development and economic strengthening of designated High Intensity Corridors, and to enhance the appearance, improve the safety, and retain the carrying capacity of such corridors.

Strategy

- ✓ Enact regulations to govern the development of these corridors in a manner that:
 1. Minimizes the impact on traffic movement and the carrying capacity of such corridors,
 2. Promotes safety,
 3. Addresses appearance and alignment of buildings,
 4. Makes landscaping an integral part of all future development,
 5. Promotes street tree plantings and the greening of such corridors, and
 6. Addresses signage and the proliferation thereof.

- ✓ Limit high intensity corridor development to areas so designated, and prohibit such high intensity strip development on other streets and roads.

For the purpose of this study, high intensity use corridors are defined by two or more of the following conditions, and illustrated on the Plan Map.

1. High traffic volumes.
2. Continuous line of development, with relatively few unbroken stretches,
3. Frequent curb cuts often accessing small lots,
4. Public sewer availability, existing or planned.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Strengthen the economic vitality, enhance the appearance, and maintain the carrying capacity of such corridors	<ul style="list-style-type: none"> ❖ General retail and business uses ❖ Industrial uses ❖ Institutional uses 	<ul style="list-style-type: none"> ❖ Residential uses

CONSOLIDATED ZONING ORDINANCE ATTACHMENT

B-3, General Commercial District

The intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and the larger region in which it holds a central position.

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, May 15, 2008

AGENDA ITEM: Ordinance No.34-2007/08
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.]

POINTS TO CONSIDER:

1. The property is located in Council District 7.
2. The subject property is currently a pasture for horses.
3. The property is currently zoned, R-1, Single-Family Residential District.
4. The applicants wish to rezone the property to R-3, Single-Family Residential District..
5. The property is surrounded by some vacant property and some residentially-developed property.
6. This property is designated as Rural Resource/Agricultural Area according to the Comprehensive Plan.
7. This request does comply with the Comprehensive Plan.

OPTIONS:

1. *(Recommended)* Florence County Council's denial of Ordinance No. 34-2007/08 as recommended by eight of the nine members present with one member in opposition at the Planning Commission meeting of April 22, 2008.
2. Provide An Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.34-2007/08
2. Staff report for PC#2008-28
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Consolidated Zoning Ordinance information

Sponsor(s) : Planning Commission
 Planning Commission Consideration : April 22, 2008
 Planning Commission Public Hearing : April 22, 2008
 Planning Commission Recommendation : April 22, 2008[Denied 8-1]
 First Reading/Introduction : May 15, 2008
 Committee Referral : N/A
 Second Reading : June 5, 2008
 Third Reading : June 19, 2008
 Effective Date : Immediately

I, _____,
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____.

ORDINANCE NO. 34-2007/ 08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located On 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.]

WHEREAS:

1. Article 9, Section 9.1 entitled "Intent" of the Consolidated Zoning Ordinance establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County is not injurious from a public health, safety, and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. Article 9, Section 9.5 entitled "Administrative Procedures, Action" of the Consolidated Zoning Ordinance for Florence County adopted April 1, 1999, provides a procedure for amending the Official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County/Municipal Planning Commission at a public hearing on April 22, 2008; and

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Property located on 3465 James Turner Road bearing Tax Map 127, Block 1, Parcel 273, is hereby rezoned to R-3, Single-Family Residential District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

 Approved as to Form and Content
 James C. Rushton, III, County Attorney

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
APRIL 22, 2008
PC#2008-28
ORDINANCE NO. 34-2007/08**

Subject: Zoning requests from R-1, Single-Family Residential District to R-3, Single-Family Residential District

Location: Property is located at 3465 James Turner Road, Florence County

Tax Map Number: 127, Block 1, Parcel 273

Council District(s): 7; County Council

Owner of Record: Sharon M. and Jerry D. Taylor Sr.

Applicant: Sharon M. and Jerry D. Taylor Sr.

Land Area: 1.56 acres

Existing Land Use and Zoning:

The subject property is currently a pasture for horses and is zoned R-1.

Proposed Land Use and Zoning:

The applicant has indicated proposed land use site for Mobile home. The applicant is proposing to zone the subject property to R-3, Single-Family Residential District.

Surrounding Land Use and Zoning:

North: Vacant /R-1/ Florence County

South: Single-family residential/ R-1 /Florence County

West: Single-family residential/ R-1 /Florence County

East: Single-family residential/ R-1/ Florence County

Florence County Comprehensive Plan:

The subject property is currently designated as Rural Resource/Agricultural Area as established by the Land Use Element of the Comprehensive Plan. The request does comply with the Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Alligator Road.

Water and Sewer Availability- These services are currently not provided by City of Florence.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be a waterway/body of water adjacent to the property. The property is not in flood zone.

Background- The subject property is requesting zoning to R-3, Single-Family Residential District.

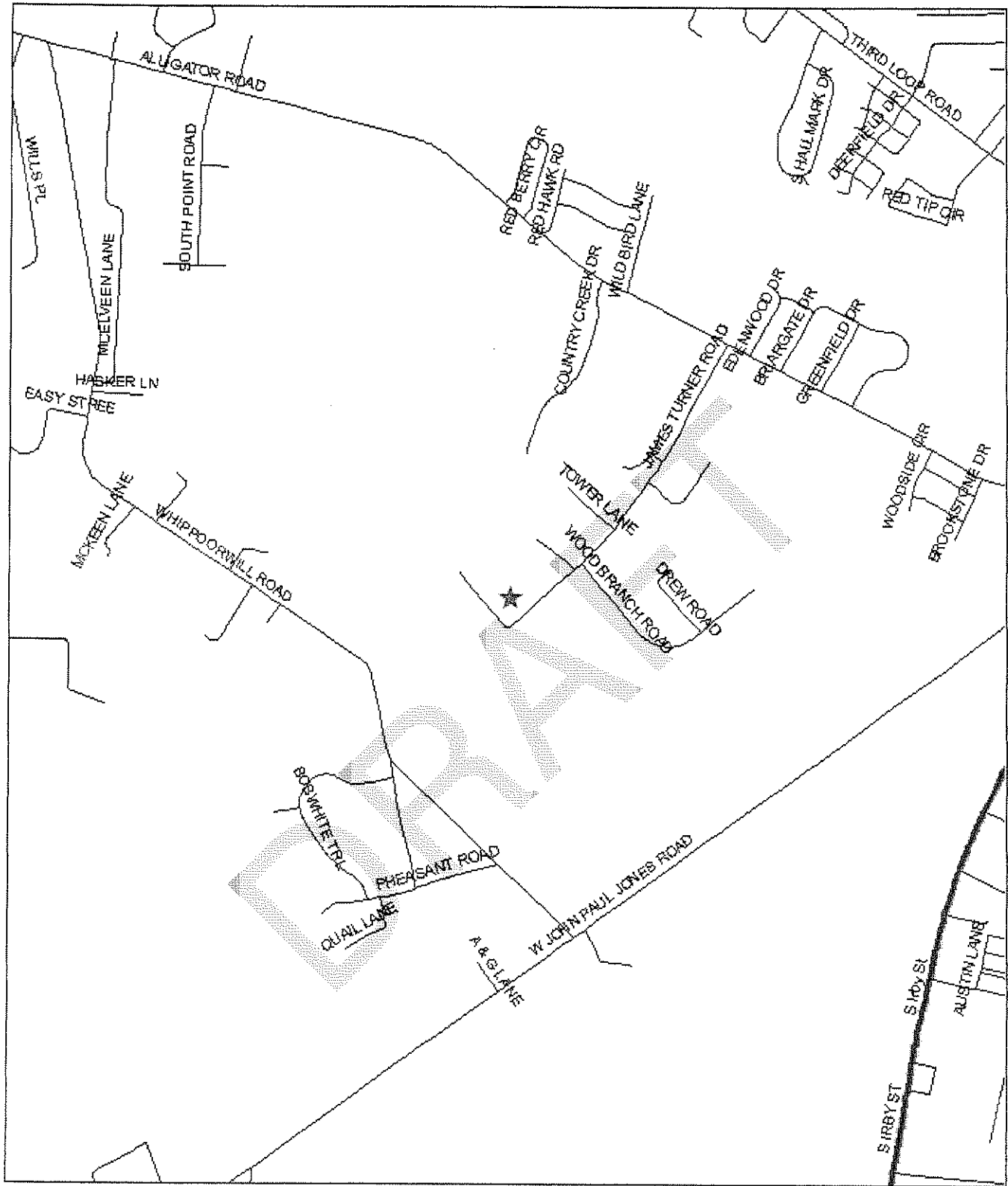
Florence County/Municipal Planning Commission Action April 22, 2008

The nine Planning Commission members present denied the request with a vote of eight in favor to deny and one opposed to denial at the meeting held on April 22, 2008. Though the rezoning request complies with the Comprehensive Plan, the vote of denial was due to the parcel being out of character for the neighborhood and minimum lot size for the R-3 zoning district not compatible for water and sewer.

Florence County/Municipal Planning Commission Recommendation:

The Planning Commission recommends denial of this request by the Florence County Council though the rezoning request complies with the Comprehensive Plan. The vote of denial was due to the parcel being out of character for the neighborhood and minimum lot size for the R-3 zoning district not compatible for water and sewer.

DRAFT

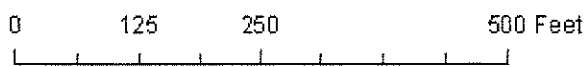
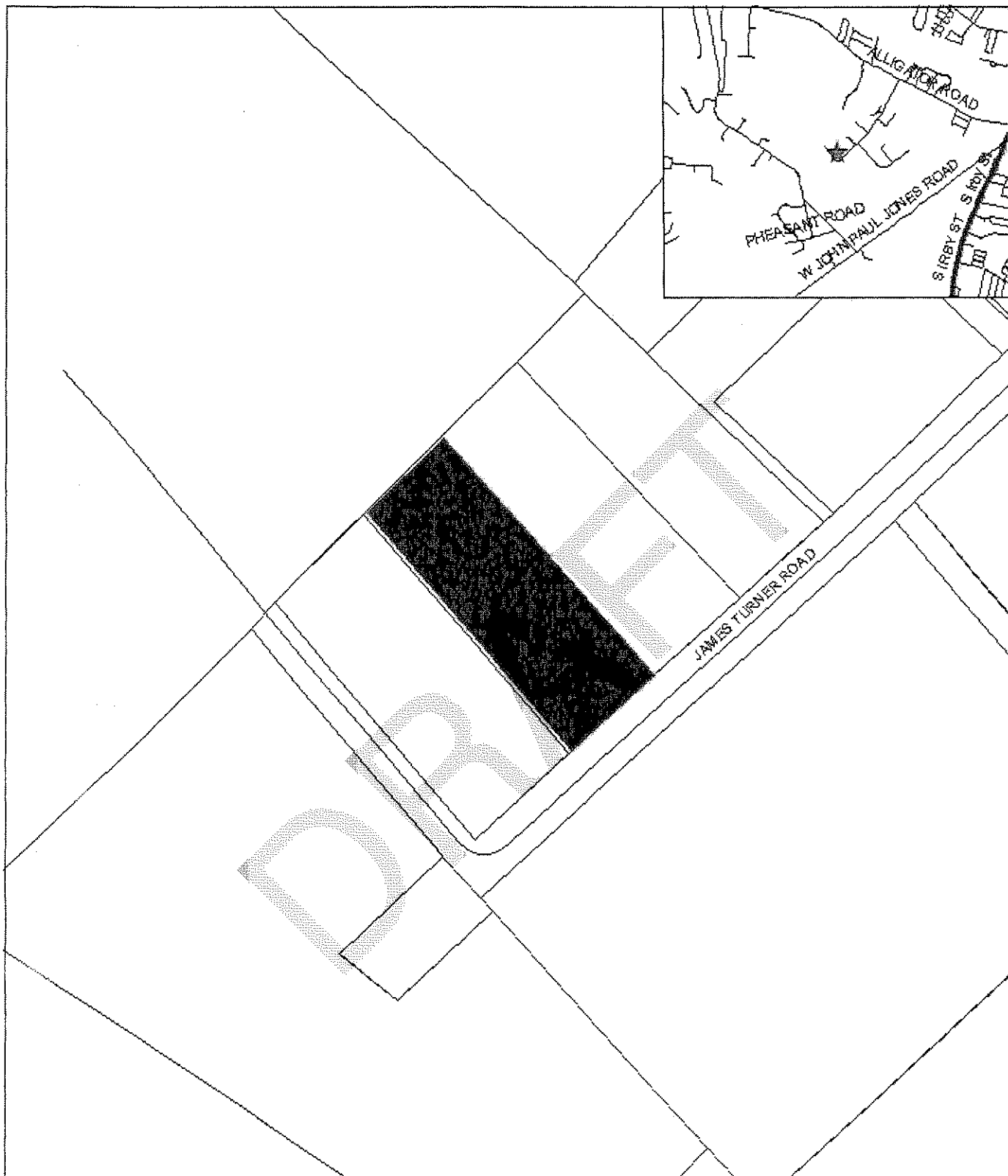


6000 Feet

Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007



COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28



Map Prepared by: RWE
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& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28

Comprehensive Land Use Plan Map



Legend

- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas

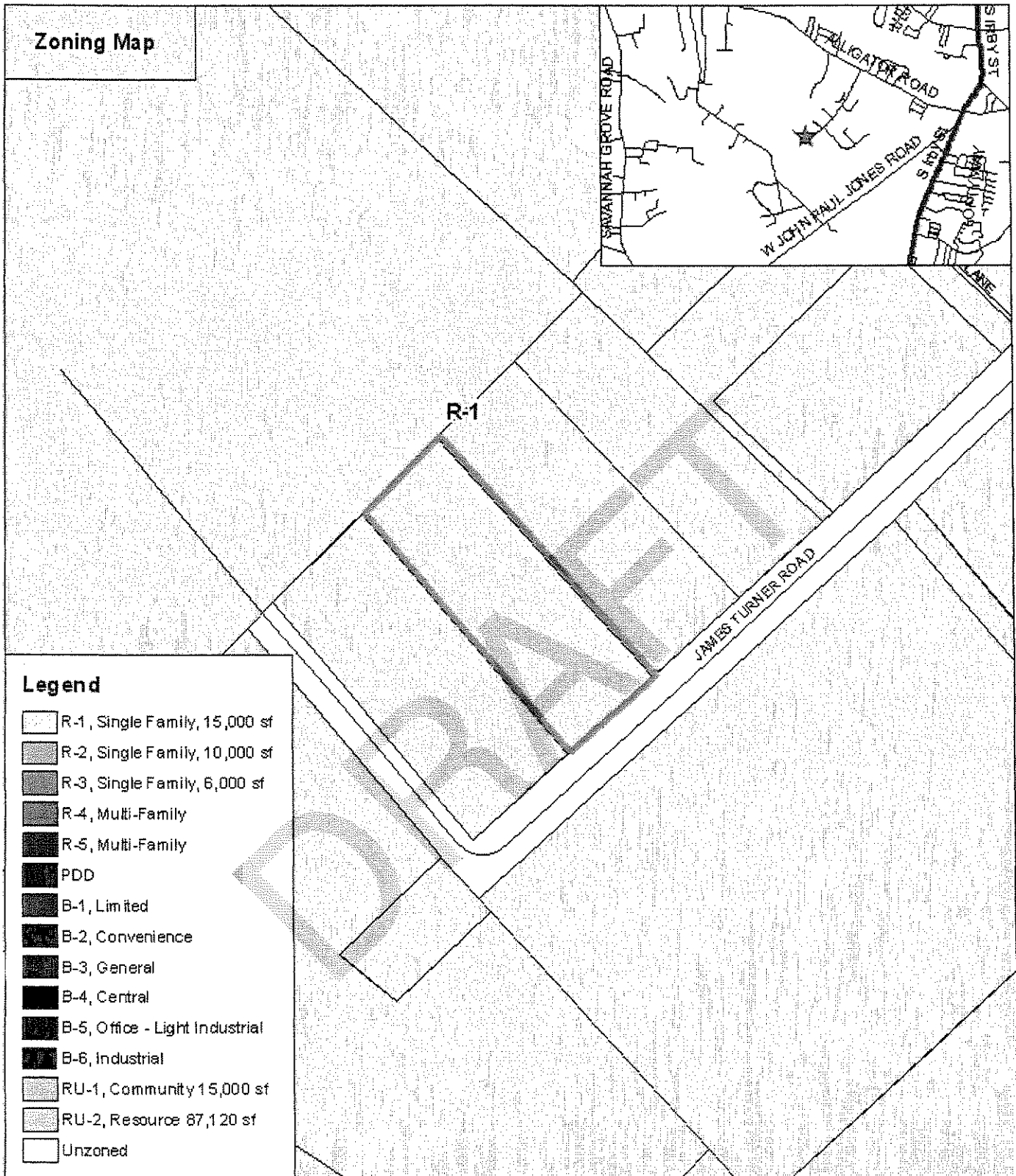
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Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28

Zoning Map



Legend

- R-1, Single Family, 15,000 sf
- R-2, Single Family, 10,000 sf
- R-3, Single Family, 6,000 sf
- R-4, Multi-Family
- R-5, Multi-Family
- PDD
- B-1, Limited
- B-2, Convenience
- B-3, General
- B-4, Central
- B-5, Office - Light Industrial
- B-6, Industrial
- RU-1, Community 15,000 sf
- RU-2, Resource 87,120 sf
- Unzoned



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 & Building Inspections Department
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 2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28

Florence County 2003 Orthophotography Map



Map Prepared by: RWE
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& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28

Comprehensive Plan Attachment:

Rural Resource / Agricultural Areas

Most areas shown on the Plan Map generally are outside the path of projected development, characteristically rural and predominately undeveloped or in agricultural use at this time. Moreover, few changes to these areas are anticipated during the life of this Plan, provided urban sprawl is kept in check. The retention of open lands, woodlands, and wetlands which make up a large part of this area, are essential for clean air, water, wildlife, many natural cycles, and a balanced environment among other things. Even more essential from an economic perspective are the agricultural lands and farming operations in this area. These areas also provide a **rural environment** preferred by many people over subdivisions and higher density urban or community settings.

Objective

The objective of this classification is to conserve rural characteristics and resources, particularly agricultural, and maintain a balanced rural-urban environment.

Strategy

Strategies designed to implement this objective include:

- ✓ Setting an urban growth boundary which would limit urban intrusions into such areas.
- ✓ Monitoring and mitigating proposed changes which would alter or compromise the rural character of such area.
- ✓ Amending subdivision regulations to encourage cluster development with open space-agricultural land set aside as an alternative to large lot development.
- ✓ Prohibit through zoning high intensity development from the area.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Conserve rural characteristics and resources and maintain a balanced rural-urban environment	<ul style="list-style-type: none"> ❖ Single-family site built and manufactured dwellings ❖ Agricultural uses ❖ Small scale retail uses ❖ Agricultural related industrial uses ❖ Institutional uses 	<ul style="list-style-type: none"> ❖ High density residential uses ❖ Big Box retail ❖ Uses generally in conflict with rural values and characteristics

CONSOLIDATED ZONING ORDINANCE ATTACHMENT

R-1, R-2, and R-3 Single-Family Residential Districts

Aside from differences in lot sizes and densities, these districts are intended to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: Thursday, May 15, 2008

AGENDA ITEM: Ordinance No. 35-2007/08
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Adopt A New Housing Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.]

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts
2. According to state law, a new Florence County/Municipal Comprehensive Plan must be developed every ten years.
3. The original passage date of the Housing Element was February 5, 1998.
4. This Element of the Plan will provide an analysis of existing housing by location, type, age, condition, ownership status and affordability in Florence County. In addition, this element also provides detailed goals for local planning decisions.

OPTIONS:

1. (*Recommended*) Approve Ordinance No. 35-2007/08 as unanimously recommended by the nine Planning Commissioners present at the April 22, 2008 meeting.
2. Provide an Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 35-2007/08
2. Resolution for PC#2008-24
3. Staff Report for PC#2008-24
4. Proposed Housing Element

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: April 22, 2008 [Approved 9- 0]	Council Clerk, certify that this
Planning Commission Public Hearing	: April 22, 2008	Ordinance was advertised for
Planning Commission Recommendation	: April 22, 2008	Public Hearing on _____.
First Reading/Introduction	: May 15, 2008	
Committee Referral	:	
Second Reading	: June 5, 2008	
County Council Public Hearing	: June 5, 2008	
Third Reading	: June 19, 2008	
Effective Date	: Immediately	

ORDINANCE NO. 35-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Adopt A New Housing Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.]

WHEREAS:

1. SC 6-29-510 requires a new Florence County/Municipal Comprehensive Plan be developed every ten years; and
2. The original passage date of the Housing Element was February 5, 1998.
3. Passage of this element will fulfill state law requirements, and provide goals for improving natural resources and meeting the challenges described therein.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The Florence County/Municipal Comprehensive Plan Housing Element attached hereto, is hereby adopted and implemented, and supersedes all other versions of this Element which were adopted previously.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content
James C. Rushton, III, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2008-24

FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION

(A Resolution Recommending The Updated Housing Element Of The Comprehensive Plan)

WHEREAS:

1. According to state law, a new Florence County/Municipal Comprehensive Plan must be developed every ten years; and
2. The fourth element to be adopted according to the ten-year schedule is the Housing Element; and
3. The Planning Commission advertised for and held a workshop on March 13, 2008; and
4. Following the passage of this resolution by the majority of the entire membership of the Planning Commission, the Housing Element must be adopted by ordinance after public hearings by the governing bodies of all participating jurisdictions.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION DULY ASSEMBLED THAT:

1. A Resolution is hereby adopted to recommend that the governing bodies of Florence County, the City of Florence, the City of Johnsonville, the Town of Olanta, the Town of Quinby, the Town of Scranton, and the Town of Timmons ville adopt by ordinance for their respective area of jurisdiction the update to the Florence County/Municipal Comprehensive Plan Housing Element as presented by the Planning Commission.

ATTEST:

Angela Thomas
Angela Thomas, Secretary

SIGNED:

Glynn F. Willis
Glynn Willis, Chairman

COMMISSION VOTE: 9-0
OPPOSED: None
ABSENT: D. Floyd
L. Fred
K. Lowery

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
April 22, 2008
PC#2008-24 (All Participating Jurisdictions)**

Subject: Adoption of a Resolution recommending the updated **Housing Element** of the Comprehensive Plan

Staff Analysis:

According to state law, a new comprehensive plan must be developed every ten years. The seven elements of the current plan were passed by all participating jurisdictions on various dates between December 1997 and April of 1999.

The fourth element to be adopted in accordance with this calendar to meet the ten-year requirement is the Housing Element. The Planning Commission advertised for and held a workshop on March 13, 2008 to discuss this issue.

Element Information:

The Housing Element details an analysis of existing housing by location, type, age, condition, ownership status and affordability in Florence County. In addition, this element also includes projections of future housing needs to accommodate a growing population, which is an essential tool in land use planning.

Following the passage of a resolution by the majority of the entire membership of the Planning Commission, the Housing Element must be adopted by the governing bodies of all participating jurisdictions. The councils of the appropriate jurisdictions must also hold public hearings on this element before adoption and adopt it by ordinance.

Attachments:

Copies of the following are attached:

1. Proposed Housing Element
2. Resolution of Recommendation

HOUSING ELEMENT



FLORENCE COUNTY/MUNICIPAL COMPREHENSIVE PLAN



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EXECUTIVE SUMMARY

In order to fully describe the housing in Florence County and develop a vision of direction, this element includes an analysis of existing housing and a projection of future needs. This element considers location, type, age, condition, ownership status and affordability. In addition, this element includes projections of future housing needs that reflect a growing population.

Variations in housing demand and conditions can be affected by changes in both the overall population of the County and the income of that population. While both are related to the economic growth of the area, income levels can influence housing availability in addition to the type and location of housing. As Florence County has become more recognized in its role as the economic, industrial, and urban hub of the Pee Dee region, housing may experience even greater changes.

Moreover, Florence County has nine incorporated municipalities (Coward, City of Florence, Johnsonville, Lake City, Olanta, Pamplico, Quinby, Scranton and Timmons ville) as well as many other communities throughout a large, unincorporated area. The goal of this Element is to identify the housing associated with these communities and identify aspects of the County that may be impacted through planning efforts.

The Housing Element is divided into six sections, including this introduction. The remaining sections are:

- Housing Types
- Housing Location
- Housing Age and Conditions
- Housing Ownership and Utilization
- Housing Cost and Affordability

The information in the Housing Element is a statement of current conditions and an analysis of that information. It will help to show where County growth is projected and the type of housing that will be necessary to satisfy the needs of the future population. This document will be used as the basis for better planning in the future.

SUMMARY OF HOUSING STATUS

The composition and demographics of Florence County households provide information related to community needs and services. Florence County had 51,836 total housing units according to the 2000 Census, 47,147 (91%) of which were occupied. For the same year, South Carolina had 1,753,670 housing units, 87.5% were occupied. The 2000 Census estimates the average number of persons per household in Florence County at 2.6 persons, down from 2.8 in 1990.

The urban areas of Florence County tend to have relatively higher percentages of their housing stock in the form of multi-family attached units. Also, in parts of the County, the multi-family housing units combined with the mobile home housing units make up over thirty six percent (36%) of the total housing units.



Housing ownership is generally higher in the rural areas than in the urban areas.

Counties such as Lee and Clarendon, have a relatively lower percentage of owner-occupied housing units and dominant rural population. This analysis offers possible indication of community stress using available housing data.

In contrast, Florence, Marlboro, Dillon and Sumter counties have predominantly urban populations and have a higher percentage of renter-occupied housing.

The average cost for newly constructed housing in Florence County is between \$150,498 and \$163,134 for a 1,800 square foot home. The fair market rental rate for a two-bedroom apartment in Florence County is \$484.00 per month.

Manufactured homes make up more than 22% of Florence County housing.

Housing needs in Florence County will continue to increase. According to the SC Statistical Abstract, households in the County are anticipated to increase 4.6% to 52,290 from 2005 to 2010 and 21% to 59,690 households by 2030.

Urban areas generally require more housing options than predominately rural areas. While development in parts of Florence County is expanding, other portions remain more agrarian in nature. Housing types in Florence County include single-family detached units, single-family units connected with at least one common wall, a variety of multi-family housing units where more than one family unit is connected, manufactured housing units, and a collective group of other housing arrangements, which may include campers, houseboats, railroad cars and vans. The most dominant housing type in the County is the single-family detached unit, with all municipalities reflecting at least 54% of their housing stock in this form. The 2000 U.S. Census describes these housing categories:

Single-Family Detached Units: This class of housing includes all individual units with open space on all four sides. Manufactured homes that have had one or more permanent rooms added are also included in this category. As specified in the Florence County Municipal Consolidated Zoning Ordinance, single-family, detached housing is permitted in the following zoning categories: R-1, R-2, R-3, R-4, R-5, B-1, B-2, B-3, RU-1 and RU-2.

Single-Family Attached Housing Units: This class of housing unit consists of one or more walls extending from the ground to the roof that separate the adjoining units. This would include row houses, townhouses, double houses and other one-unit housing structures attached to other structures by a common wall which extends from the ground to the roof. As specified in the Florence County Municipal Consolidated Zoning Ordinance, single-family attached housing is permitted in the following zoning categories: R-4, R-5 and RU-1.

Multi-Family Units: This class of housing includes structures containing two or more dwelling units. Condominiums, apartments, duplexes, triplexes and quadraplexes are examples of this type of unit. As specified in the Florence County Municipal Consolidated Zoning Ordinance, multi-family housing is permitted in the following zoning categories: R-5, B-3 and B-5.

Manufactured Homes: This class of housing includes manufactured homes, which do not have a permanent or site built room added to it. Advantages associated with manufactured homes include their relatively lower construction and financing cost in comparison to site built homes. Disadvantages associated with manufactured homes would be their susceptibility to wind damage and safety hazards during hurricanes and tornadoes. As specified in the Florence County Municipal Consolidated Zoning



Ordinance, individually owned manufactured homes are conditionally permitted in the following zoning categories: R-3, R-5, RU-1, and RU-2. Manufactured Home Parks are conditionally permitted only in the R-5 zoning category.

Each of the above referenced housing types are allowed in a **Planned Development District (PD)**. Any use or combination of uses meeting the objectives of Section 2.6 (PD) of the Florence County Consolidated Zoning Ordinance may be established in a PD upon review and approved amendatory action by the Council with jurisdiction. Once approved, the proposed use(s) and no others shall be permitted. Said uses shall be identified and listed on the basis of classification, i.e. retail, office, wholesale, residential multi-family, residential single-family, detached manufacturing.

As defined by the U.S. Census Bureau, a housing unit is a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy). Table 4-1 below shows housing types for South Carolina, Florence County and surrounding counties. Both occupied and vacant housing units are included in the housing unit totals.

Table 4-1 Housing Types for Florence and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS (2000)	SINGLE-FAMILY DETACHED UNITS (%)	ATTACHED UNITS				%	MOBILE HOME, TRAILER OR OTHER (%)
			SINGLE-FAMILY	TWO TO FOUR	FIVE TO NINE	TEN OR MORE		
<i>South Carolina</i>	<i>1,753,670</i>	<i>1,078,678 (61.5)</i>	<i>40,185</i>	<i>101,588</i>	<i>77,598</i>	<i>97,566</i>	<i>18.1</i>	<i>358,055 (20.4)</i>
Florence	51,836	32,226 (62.2)	815	3,038	2,175	1,684	14.9	11,858 (22.9)
Clarendon	15,303	8,301 (54.2)	103	303	245	356	6.6	5,995 (39.2)
Darlington	28,942	17,455 (60.3)	175	1,098	508	491	7.9	9,215 (31.8)
Dillon	12,679	7,273 (57.4)	175	484	246	295	9.5	4,206 (33.2)
Lee	7,670	4,406 (57.4)	86	272	136	40	7.0	2,730 (35.6)
Marion	15,143	9,236 (61.0)	261	843	200	67	9.1	4,536 (30.0)
Marlboro	11,894	7,626 (64.1)	118	795	133	116	11.5	2,906 (24.4)
Sumter	41,751	24,824 (59.5)	1,693	2,326	833	1,091	14.2	10,984 (26.3)
Williamsburg	15,552	8,629 (55.5)	213	387	182	162	6.1	5,979 (38.4)

Source: US Census Bureau, Census 2000, American FactFinder

Compared to the 1990 Census year, Florence County's total number of housing units in 2000 has increased from 43,209 to 51,836: a 16.7% increase. When compared to adjacent counties for the 2000 Census year, Florence County has the largest number in each housing type category with exception of the single-family attached units. Sumter County has the largest amount in this category and is second to Florence in each of the other housing type categories.

In addition, percentage comparisons of housing types reveal greater information regarding an area's use and composition. Table 4-1 provides housing type percentages for Florence and the adjacent counties. The attached housing units have been grouped into a single category identified as attached multi-family units.

Comparing 1990 and 2000 Census data, Florence County decreased in the single family detached category by 4%, increased in both the attached & multi-family category by 1.4%, and the mobile home or other category by 2.6%. Florence County has the highest percentage of multi-family attached units and the second highest percentage of single-family detached housing units when compared to adjacent counties for the



2000 Census year. However, Florence County has the lowest percentage of mobile home, trailer and other category.

LOCATION

Housing density in Florence County varies from rural to urban landscapes and often takes on characteristics unique to each municipality. As shown in Table 1-6 of the Population Element, Florence and Lake City have higher densities of persons per square mile than the other municipalities and a much higher density than that of the unincorporated areas as expected. Furthermore, the Town of Scranton has the third highest density among the municipalities in the County, but only reflects 3.2% of its housing in the form of multi-family attached units. Conversely, the Town has the highest percentage of units in the mobile home, trailer and other category at 40.7%.

Table 4-2 further examines rural and urban populations.

Table 4-2 2000 Urban and Rural Population Percentages

COUNTY	URBAN %	RURAL %
<i>South Carolina</i>	60.5%	39.5%
Florence	58.0%	42.0%
Clarendon	14.7%	85.3%
Darlington	45.4%	54.6%
Dillon	34.3%	65.7%
Lee	18.7%	81.3%
Marion	39.7%	60.3%
Marlboro	52.8%	47.2%
Sumter	62.1%	37.9%
Williamsburg	15.1%	84.9%

Source: SC Statistical Abstract, 2000

As shown above, Florence, Marlboro, and Sumter counties all have urban populations greater than 50%. Together with vacancy percentage in line or below the state average (data displayed later in the element) the housing demands in these urban settings are higher than rural settings.

In contrast, counties with the highest rural populations have the highest percentage of housing units in the mobile home, trailer and other category. Clarendon, Lee, and Williamsburg counties all have rural populations greater than 81%. This data could provide valuable information in regards to the use of and market conditions for housing types in the urban and rural areas.

Table 4-3 New Housing Units or Additions by Type Permitted for Florence County

YEAR	SINGLE FAMILY (%)	MULTI-FAMILY (%)	TOTAL	SINGLE FAMILY ADDITIONS
2002	467 (99.4)	3 (0.6)	470	770
2003	526 (86.2)	84 (13.8)	610	646
2004	580 (94.6)	88 (5.4)	668	516
2005	633 (100)	0 (0)	633	368
2006	557 (84.8)	100 (15.2)	657	345

Source: Florence County Building Department



The total number of building permits issued for Florence County from 2002 through 2006 was 2,983. The observed patterns shown above indicate that single-family residential homes comprised the vast majority of building permits issued. Each year at least 84% of the total permits issued were for single-family residential. Until 2004, declining single family home additions outnumbered the new single family homes permitted. The number of multi-family housing unit permits issued is relatively low when compared to the single-family residential permits and fails to display a significant trend.

As most of the homes constructed in the recent past are single-family homes, looking at the income level of Florence County may provide insight. The income level may impact demand for particular type housing units in the County. The median family income levels for Florence County and adjacent counties are shown below in Table 4-4.

Table 4-4 Median Family Income for Florence and Adjacent Counties

COUNTY	MEDIAN FAMILY INCOME (1989)	MEDIAN FAMILY INCOME (1999)	% CHANGE 1989-1999	STATE RANKING (1999)
South Carolina	\$ 30,797	\$ 44,227	+43.6	14*
Florence	\$ 28,718	\$ 41,274	+44.8	19
Sumter	\$ 25,683	\$ 38,970	+48.6	24
Darlington	\$ 26,754	\$ 37,662	+37.3	31
Clarendon	\$ 21,207	\$ 33,951	+53.8	39
Lee	\$ 22,201	\$ 34,209	+48.1	40
Dillon	\$ 22,144	\$ 32,690	+45.0	41
Marlboro	\$ 22,231	\$ 32,019	+47.2	42
Marion	\$ 21,873	\$ 32,932	+48.8	43
Williamsburg	\$ 21,985	\$ 30,379	+31.5	44

Source: SC Statistical Abstract, 2005

* figurative State rank among county incomes

As discussed in the Population Element, Florence County has the highest median family income in the Pee Dee region and ranks 19th out of the 46 South Carolina counties showing a 44.8% increase in the median family income reported by the South Carolina Statistical Abstract from 1989 to 1999. However, the County falls five ranks behind the State average. Concomitant to the relation to the state average, construction numbers reflecting a high number of single-family homes is not unexpected and reviewing home ownership rates in the next section may support this finding.

While there has been steady construction of new housing units (Table 4-3), there has been a decrease in the number of manufactured homes registered each year. As shown in Table 4-5 below, the most recent data shows an overall decreasing trend with the greatest decrease of 20.4% between 2005 to 2006 values.

Table 4-5 Newly Registered Manufactured Homes in Florence County

YEAR	NUMBER OF MANUFACTURED HOMES	CHANGE FROM PREVIOUS YEAR
2002	1,421	----
2003	1,240	-12.7%
2004	1,075	-13.3%
2005	1,005	-6.5%
2006	800	-20.4%

Source: Florence County Tax Assessor's Office



The registration level of these units in the County for the years 2002 through 2006 indicates an average manufactured homes' volume of about 1,108 per year over this period. However, this only accounts for new registrations. Moving permits are also issued for mobile homes each year with some relocating in other parts of the County by current owners or sold and relocated. In addition, some mobile homes will be relocated outside of the County and the totals in table 4-7 do not include these homes. Overall, the Florence County Tax Assessor's Office estimates that there was approximately 11,492 manufactured home units registered in the County as of the end of the 2006 calendar year. This is a decrease of 285 from the 1996 calendar year.

However, when looking at manufactured housing as a percentage of total housing (Table 4-6), the figures show that over one fifth of the homes in Florence County according to the South Carolina Statistical Abstract are manufactured or mobile homes (2000). The table also shows the number of manufactured homes in the State and its lower percentage of manufactured homes compared to Florence County.

Table 4-6 2000 Census Reported Manufactured Home Numbers

	TOTAL HOUSING (2000)	NUMBER OF MANUFACTURED HOMES (%)
Florence County	51,836	11,843 (22.8)
South Carolina	1,753,670	355,499 (20.3)

Source: SC Statistical Abstract, 2000

Manufactured homes are not included in the permitted housing count because they are not site-built units and do not require a building permit. Florence County has regulations that address the set-up, lot size, density, and other requirements in the placement of manufactured homes in manufactured home parks and on individual lots. In addition, all homes must be installed in accordance with the installation requirements of the South Carolina Manufactured Housing Board and the Florence County/Municipal Consolidated Zoning Ordinance.

While looking at housing types is vital at a county level, it is also important to identify where various housing types are located throughout the county. The Land Use Element of this Comprehensive Plan focuses further on geographic distribution of various housing opportunities.

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Table 4-7 gives the total and percentage of housing types found in Florence County, within the municipalities, in unincorporated Florence County and South Carolina. In addition, the values and percentages across these types may be compared.

Table 4-7 Housing Types for Florence County

LOCATION	TOTAL HOUSING UNITS (2000)	SINGLE-FAMILY DETACHED UNITS (%)	ATTACHED UNITS				MOBILE HOME, TRAILER OR OTHER	
			SINGLE FAMILY	TWO TO FOUR	FIVE TO NINE	TEN OR MORE		%
South Carolina	1,753,670	1,078,678 (61.5)	40,185	101,588	77,598	97,566	18.1	358,055 (20.4)
Florence County	51,836	32,266 (62.2)	815	3,038	2,175	1,684	14.9	11,858 (22.9)
Unincorporated Florence	32,745	18,803 (57.4)	279	1,114	1,148	743	10.0	10,658 (32.5)
Coward	246	134 (54.5)	0	11	2	0	5.3	99 (40.2)
(City of) Florence	13,075	9,159 (70.0)	327	1,438	942	923	27.8	286 (2.2)
Johnsonville	608	472 (77.6)	10	22	19	1	8.6	84 (13.8)
Lake City	2,769	1,999 (72.2)	156	319	25	11	18.5	259 (9.4)
Olanta	223	191 (85.7)	3	3	0	0	2.7	26 (11.7)
Pamplico	454	343 (75.6)	5	37	6	2	11.0	61 (13.4)
Quinby	372	352 (94.6)	2	4	4	0	2.7	10 (2.7)
Scranton	344	193 (56.1)	3	5	3	0	3.2	140 (40.7)
Timmonsville	1,000	620 (62.0)	30	85	26	4	14.5	235 (23.5)

Source: US Census Bureau, 2000, American FactFinder

A variety of housing types are available to meet the specific needs of individual households and incomes with the majority of all areas represented having at least one form of each of the housing types. Notably, Florence County has the highest number of each housing type, whereas the Town of Olanta has the fewest number of multi-family attached units. Furthermore, Quinby has the fewest number of housing units in the mobile homes, trailer and other (including boat, RV and van) category.

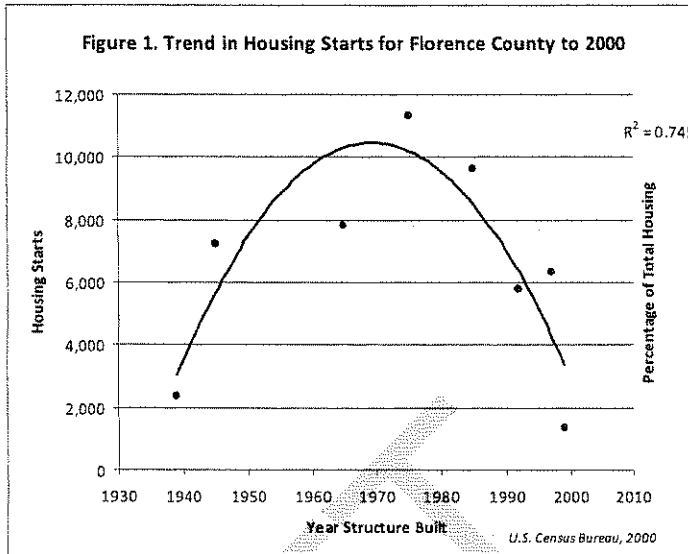
The information in Table 4-7 shows single-family detached housing to be the most predominant among all of the municipalities in the County, each above 50%. However, the multi-family attached units and the manufactured homes appear to be popular housing options in many parts of the County with only the City of Johnsonville, and Towns of Olanta and Quinby containing less than 20% of these housing types. This observation may represent segments of the County's population with needs or conditions that make manufactured homes and apartments more practical or realistic housing options.

HOUSING AGE AND CONDITONS

The condition and age of the County's housing units are crucial factors in analyzing baseline housing issues. We assume the standard life of a housing unit to be approximately 50 years with standard maintenance on the structure. However, demolition permits make up less than 1% of the total housing stock in a worse case scenario, so for the purpose of this Element, a 1% loss rate per year is assumed to occur. A better understanding of housing longevity will increase with time, but with a lack of historic values in the decrease of existing housing the previous assumptions will be used as the baseline.



Trends in housing starts or new home construction has been documented, however, through the 2000 Census and depicted in Figure 1. The trendline analysis shows housing starts peak during the 1970's and have gradually decreased up to March of 2000, the end period of these data. The R^2 value of 0.745 shows that the line significantly fits with the data points on the graph. Although the trendline is not a perfect fit (see note on this page), the general increase into the 1970's and subsequent decline relates well to the data points.



Housing age for South Carolina, Florence County and adjacent counties are presented below in Table 4-8.

Note to the reader: The R^2 value shown in the figure above indicates how well the trendline fits with the data points on the graph. An R value of 1 translates to a perfect fit and a value of 0 means the line has no relation to the data.

Table 4-8 Housing Age for Florence and Adjacent Counties

LOCATION	TOTAL HOUSING UNITS	TOTAL BUILT 1990 TO MARCH, 2000 (%)	TOTAL BUILT 1940 TO 1989 (%)	TOTAL BUILT 1939 OR EARLIER (%)
<i>South Carolina</i>	1,753,670	453,731 (25.9)	1,192,800 (68)	107,139 (6.1)
Florence	51,836	13,457 (26.0)	35,998 (69.4)	2,381 (4.6)
Clarendon	15,303	4,574 (30)	10,303 (66)	699 (4.6)
Darlington	28,942	7,000 (24)	19,920 (69)	2,022 (7.0)
Dillon	12,679	2,878 (23)	8,794 (69)	1,007 (7.9)
Lee	7,670	1,929 (25)	5,020 (65)	721 (9.4)
Marion	15,143	3,330 (22)	10,676 (71)	1,137 (7.5)
Marlboro	11,894	2,273 (19)	8,440 (71)	1,181 (9.9)
Sumter	41,751	9,874 (24)	29,802 (71)	2,075 (5.0)
Williamsburg	15,552	3,494 (22)	11,044 (71)	1,014 (6.5)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

The majority of the housing units for Florence County, adjacent counties and the State were built between 1940 and 1989. Table 4-8 shows that approximately 69% of the housing units were built during this time period for Florence County, and comparably between 65% and 71% for the adjacent counties and for the State of South Carolina. Marlboro County has the highest percentage of 9.9% of housing units built in 1939 or earlier with Lee County at 9.4%.



In addition to housing age, it is also important to note the extent of facilities within the current housing stock. Specifically, Table 4-9 shows this information comparing Florence County and South Carolina.

Table 4-9 Pee Dee Region Housing Equipment Characteristics as of 2000

LOCATION	TOTAL HOUSING UNITS	LACKING COMPLETE PLUMBING (%)	LACKING COMPLETE KITCHEN FACILITIES (%)	LACKING COMPLETE TELEPHONE SERVICE (%)
<i>South Carolina</i>	<i>1,753,670</i>	<i>9,521 (0.6)</i>	<i>8,398 (0.5)</i>	<i>63,775 (4.2)</i>
Florence	51,836	263 (0.6)	276 (0.6)	2,255 (4.8)
Clarendon	15,303	165 (1.4)	97 (0.8)	969 (8.2)
Darlington	28,942	202 (0.8)	179 (0.7)	1,651 (6.4)
Dillon	12,679	209 (1.9)	107 (1.0)	1,119 (10.0)
Lee	7,670	94 (1.4)	68 (1.0)	720 (10.5)
Marion	15,143	170 (1.3)	147 (1.1)	1,199 (9.0)
Marlboro	11,894	137 (1.3)	84 (0.8)	1,106 (10.6)
Sumter	41,751	241 (0.6)	282 (0.7)	1,744 (4.6)
Williamsburg	15,552	210 (1.5)	169 (1.2)	1,303 (9.5)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

Florence County and the State of South Carolina both have a relatively low percentage of homes lacking plumbing and kitchen facilities. Except for Sumter County, surrounding counties have percentages of housing without plumbing and kitchens facilities higher than Florence County and the State average. The category concerning telephone service is high relative to other facilities but is considered a less crucial service. Again, the percent of housing lacking this service for Florence and Sumter counties are similar to the State average with other surrounding counties significantly higher in percentage. Residents may choose to use cellular phones as their only phone. As of June 2007, more than 243 million cellular phone subscriptions were active in the United States (CTIA 2007). This amount of subscriptions potentially would allow more than half of the U.S. population one cellular phone.

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Table 4-10 gives a detailed chart of housing age and conditions found within Florence County and among municipalities.

Table 4-10 Housing Age for Florence County and Included Municipalities

MUNICIPALITY	TOTAL HOUSING UNITS	TOTAL BUILT 1990 TO MARCH, 2000 (%)	TOTAL BUILT 1940 TO 1989 (%)	TOTAL BUILT 1939 OR EARLIER (%)
South Carolina	1,753,670	453,731 (25.8)	1,192,800 (68.0)	107,139 (6.1)
Florence	51,836	13,457 (25.9)	35,998 (69.4)	2,381 (4.6)
Coward	246	60 (24.3)	172 (69.9)	14 (5.6)
(City of) Florence	13,075	1,877 (14.3)	10,351 (79.1)	847 (6.4)
Johnsonville	608	129 (21.2)	459 (75.4)	20 (3.2)
Lake City	2,769	299 (10.7)	2,243 (81.0)	227 (8.1)
Olanta	223	17 (7.6)	165 (73.9)	41 (18.4)
Pamplico	454	57 (12.5)	362 (79.7)	35 (7.7)
Quinby	372	30 (8.0)	342 (91.9)	0 (0)
Scranton	344	72 (20.9)	253 (73.5)	19 (5.5)
Timmons ville	1,000	144 (14.4)	781 (78.1)	75 (7.5)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

Within Florence County, at least 68% of the housing units among municipalities were built from 1940 to 1989. The highest percentage of housing units built in the 1939 or earlier category is Olanta with 18.4%.

Table 4-11 shows the facilities included in housing for each municipality in Florence County.

Table 4-11 Housing Equipment Characteristics for Florence County and Municipalities in 2000

MUNICIPALITY	TOTAL HOUSING UNITS	LACKING COMPLETE PLUMBING (%)	LACKING COMPLETE KITCHEN FACILITIES (%)	LACKING COMPLETE TELEPHONE SERVICE (%)
South Carolina	1,753,670	9,521 (0.6)	8,298 (0.5)	63,775 (4.2)
Florence County	51,836	263 (0.6)	276 (0.6)	2,255 (4.8)
Coward	246	0 (0)	0 (0)	24 (10.1)
(City of) Florence	13,075	46 (0.4)	79 (0.7)	518 (4.3)
Johnsonville	608	2 (0.4)	2 (0.4)	28 (5.2)
Lake City	2,769	64 (2.6)	49 (2.0)	237 (9.7)
Olanta	223	3 (1.4)	0 (0)	24 (11.4)
Pamplico	454	10 (2.4)	12 (2.9)	30 (7.3)
Quinby	372	2 (0.6)	2 (0.6)	4 (1.2)
Scranton	344	2 (0.6)	2 (0.6)	15 (4.8)
Timmons ville	1,000	22 (2.6)	22 (2.0)	17 (11.8)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

The cities of Florence and Johnsonville have the lowest percentage of housing units lacking plumbing. Lake City, Pamplico and Timmons ville have 2% or more of their housing units lacking complete plumbing and kitchen facilities.



Households without telephone service are relatively high compared to other facilities. With the continual increased reliance on cellular phones, this service, as discussed under the county comparison, is a factor less associated with fully-functioning housing.

Most houses in the County have the necessities for proper function and support of a household. While there are homes still considered less than adequate existing in Florence County, focus should be dedicated to addressing housing units in the County that may lack necessary equipment and functions required for safe and decent living conditions.

OWNERSHIP AND UTILIZATION

Florence County ranks first among the nine neighboring counties in the Pee Dee region in owner-occupied housing units. The rural areas show a greater tendency to have higher owner-occupied housing units. When comparing the Pee Dee Region as shown in Table 4-12 below, at least 69% of housing is owner-occupied units.

Home ownership is often considered an important factor in maintaining stable communities and improving the quality of life of an area. Home ownership may be encouraged as a governmental policy based on the assumption that home owners, in comparison to renters, represent better housing managers. They appear to make more contributions to the community, contribute more taxes, and generally have a greater stake in the future of the community. Another factor that may influence investment decisions in an area and the quality of life in an area is the degree to which housing units are occupied. Both home ownership and the number of occupied housing in the County are examined in this section.

Table 4-12 Owner Versus Renter Occupancy for Florence and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS	# OF OCCUPIED UNITS (%)	OWNER OCCUPIED (%)	RENTER OCCUPIED (%)
<i>South Carolina</i>	1,753,670	1,533,854 (87.5)	1,107,617 (72.2)	426,237 (27.8)
Florence	51,836	47,147 (91.0)	34,415 (73.0)	12,732 (27.0)
Clarendon	15,303	11,812 (77.2)	9,348 (79.1)	2,464 (20.9)
Darlington	28,942	25,793 (89.1)	19,854 (77.0)	5,939 (23.0)
Dillon	12,679	11,199 (88.3)	8,064 (72.0)	3,135 (28.0)
Lee	7,670	6,886 (89.8)	5,467 (79.4)	1,419 (20.6)
Marion	15,143	13,301 (87.8)	9,771 (73.5)	3,530 (26.5)
Marlboro	11,894	10,478 (88.1)	7,419 (70.8)	3,059 (29.2)
Sumter	41,751	37,728 (90.4)	26,217 (69.5)	11,511 (30.5)
Williamsburg	15,552	13,714 (88.2)	11,041 (80.5)	2,673 (19.5)

Source: SC Statistical Abstract, 2005

Table 4-12 shows that all of the Pee Dee region counties have higher occupancy percentages than the State average. Florence County has the highest overall occupancy rate (91%) with 73% of its total occupied housing units owned or co-owned by the people living in those units. Florence County ranks sixth among the adjacent counties in terms of owner-occupied housing units. All the counties reported, except for Sumter, have higher percentages of owner occupied housing than the State average. There appears to be a tendency for the counties with higher urban populations to have relatively lower percentages of owner-occupied housing units. As shown previously in Table 4-2, Florence, Marlboro and Sumter have over 50% of their population in urban areas and Table 4-1 shows these counties to have the highest percentage in multi-family units. However, this observation may be only one factor distinguishing urban and rural housing differences.



There may be other factors operating within an area that also may affect the level of owner-occupied housing units.

The percentage of renter-occupied housing units makes up for the remaining housing units. The owner-occupied percentage of 73.0% in Florence County, as shown in Table 4-14, leaves 27.0% in the renter-occupied category. Typically, renters maintain their tenure for a shorter time period compared to those units occupied by owners. The national median tenure for a renter is 2.1 years compared to 8.2 years for owner occupied units (Hansen 1998). Furthermore, the duration of residence for renters increases with the age of the renter (Hansen 1998).

Table 4-13 gives a 2005 comparison of occupied housing units along with the homeowner and rental vacancy rate among Florence County and the adjacent counties in the region. Florence County ranks among the four counties with the highest percentage of occupied housing units along with Darlington, Lee and Sumter counties. Florence County and the adjacent counties appear to have relatively high overall percentages of occupied housing units. Only Clarendon County's occupation rate falls below 80%.

Among the adjacent counties, Marlboro County reflects the highest homeowner vacancy rate of 2.3%. Florence County's vacancy rate of 1.4% is second only to Williamsburg County, the lowest at 1.1%. Florence and all of the adjacent counties have closely comparable percentages in the rental vacancy rate category.

Table 4-13 Percentage of Occupied and Vacant Housing for Florence and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS	TOTAL OCCUPIED UNITS (%)	HOMEOWNER VACANCY RATE	RENTAL VACANCY RATE
South Carolina	1,753,670	1,533,854 (87.5)	1.9%	12.0%
Florence	51,836	47,147 (91.0)	1.4%	10.0%
Clarendon	15,303	11,812 (77.2)	2.1%	8.0 %
Darlington	28,942	25,793 (89.1)	1.6%	11.2%
Dillon	12,679	11,199 (88.3)	2.0%	11.3%
Lee	7,670	6,886 (89.8)	1.5%	9.3 %
Marion	15,143	13,301 (87.8)	2.0%	10.3%
Marlboro	11,894	10,478 (88.1)	2.3%	12.6%
Sumter	41,751	37,728 (90.4)	1.9%	10.3%
Williamsburg	15,552	13,714 (88.2)	1.1%	7.0%

Source: SC Statistical Abstract, 2005

Three of the counties with the highest renter-occupied units have comparatively higher urban populations (Florence, Sumter and Marlboro counties) as shown previously in Table 4-2. Darlington and Dillon Counties also have a high number of renter-occupied units and concomitantly, these counties have a higher rural population as shown in Table 4-2. There may be other circumstances accounting for this situation.

Compared to the State average, the Pee Dee region shows a high rate of occupied housing. Furthermore, the change in the percentage of occupied housing may be a result of a variety of reasons:

- 1) the existing housing options may not adequately match the desires to those in the buyers or renters market;
- 2) housing developers may have overbuilt or exceeded the housing demand in the local area;



- 3) the low percentage of occupied housing may be reflective of social and demographic changes; or
- 4) changes in industrial opportunities in the area may have affected the number of residents seeking local housing.

Table 4-14 below shows the percentage of occupied housing units in comparison to owner occupied housing units for Florence County, including municipalities, and unincorporated areas of the County.

Table 4-14 Percentage of Occupied and Owner-Occupied Housing Within Florence County

MUNICIPALITY	TOTAL HOUSING UNITS	TOTAL OCCUPIED UNITS (%)	TOTAL OWNER OCCUPIED UNITS (%)
<i>South Carolina</i>	<i>1,753,670</i>	<i>1,533,854 (87.5)</i>	<i>783,909 (51.1)</i>
Florence County	51,836	47,147 (91.0)	34,415 (73.0)
Unincorporated Areas	32,745	29,852 (91.2)	14,007 (46.9)
Coward	246	237 (96.3)	98 (41.4)
(City of) Florence	13,075	11,946 (91.4)	6,759 (56.6)
Johnsonville	608	539 (88.7)	324 (60.1)
Lake City	2,769	2,451 (88.5)	1,488 (60.7)
Olanta	223	210 (94.2)	130 (61.9)
Pamplico	454	412 (90.7)	240 (58.3)
Quinby	372	340 (91.4)	251 (73.8)
Scranton	344	313 (90.5)	155 (49.5)
Timmonsville	1,000	847 (86.7)	400 (47.2)

Source: SC Statistical Abstract, 2005

The percentage of occupied housing units for Florence County, municipalities and the unincorporated areas are at least 86%, with Timmonsville at 86.7%. However, Coward is shown to have the lowest percentage in the owner-occupied category. The Town of Quinby most closely reflects Florence County's percentage of total owner-occupied units and has the highest percentage among municipalities with 73.8%.

The relatively lower percentage of owner-occupied housing units may reflect demographic differences between specific areas. These differences include the distribution of the student population, varying economic status, the presence of recent graduates beginning their professional careers, and other factors which influence the need for leased or rental housing units.

HOUSING COSTS AND AFFORDABILITY

Housing costs in Florence County cover a wide range in both the single-family owner-occupied units and the rental units. Affordable housing is an important issue for many residents in the Florence County area.

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Table 4-15 compares the number of houses sold and median sales price for the 2007 calendar year for Florence County and the adjacent counties.

Table 4-15 Median Sales Prices and Total for Florence County and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS IN 2000	TOTAL HOUSES SOLD 2007 (% of 2000 UNITS)	MEDIAN SALES PRICE OF OWNER OCCUPIED HOUSING
Florence	51,836	1,502 (2.9)	\$ 130,575
Darlington	28,942	456 (1.6)	\$ 92,000
Dillon	12,679	111 (0.9)	\$ 60,000
Marion	15,143	146 (1.0)	\$ 79,750
Marlboro	11,894	90 (0.8)	\$ 57,000
Williamsburg	15,552	25 (0.2)	\$ 34,000

Source: Florence County Board of Realtors, 2007

According to the figures made available from the Florence County Board of Realtors Association shown in Table 4-165 above, Florence County is shown to have the greatest amount of houses sold and the largest median sale price in comparison to adjacent counties for 2007. In addition, when compared to the number of housing units existing in 2000, Florence County had the highest percentage of home sales.

Income levels as well as housing costs have increased in Florence County since the 2000 Census data was released. Table 4-16 gives current estimates of median family income, the average cost for the construction of a new home and the fair market apartment rental rate in the County. For many families in the County, housing costs may take up a larger percentage of the family income level.

Table 4-16 2006 Average Housing Costs and Median Family Income for Florence County

COUNTY	ESTIMATED MEDIAN FAMILY INCOME	MEDIAN VALUE OF OWNER-OCCUPIED HOUSING	FAIR MARKET RENT (FMR) FOR TWO-BEDROOM APARTMENT
South Carolina	\$ 52,900	\$ 83,100	\$ 500*
Florence	48,000	71,900	504
Clarendon	41,000	59,700	524
Darlington	45,100	59,800	451
Dillon	39,400	50,000	429
Lee	40,900	47,600	493
Marion	39,500	55,600	455
Marlboro	38,300	49,000	421
Sumter	46,600	67,000	518
Williamsburg	36,500	49,100	524

Source: US Department of Housing and Urban Development, 2007, American Housing Survey; SC Statistical Abstract, 2005

* State Minimum FY 2007 FMR

The fair market rental (FMR) amount for Florence County is higher than the state minimum and is higher than the unadjusted FMR of five surrounding counties (2006 SC Statistical Abstract).



A major local apartment complex owner indicated a very low vacancy rate of 10% or less year round. Vacancy rates reduce to near zero during summer months and when students return to school (Multi-Family Complexes 2007).

The new housing units being constructed in the County are not likely to be in the lower income affordability range, except for new units participating in the Section 8 Housing Assistance Program. As the older, lower cost housing units are phased out or become unusable, the need for affordable housing units for the many residents with lower incomes will become more acute.

The housing affordability issue in Florence County becomes clearer when viewed from the low income perspective. Table 4-17 gives the low-income limits as defined by the Department of Housing and Urban Development (HUD).

Table 4-17 Low-Income Housing Limits for the Florence Area

1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8+ PERSONS
\$27,450	\$31,350	\$35,300	\$39,200	\$42,350	\$45,450	\$48,600	\$51,750

Source: US Department of Housing and Urban Development, 2005 HUD Home Program Limits

The definition or actual dollar range of low-income families varies across regions in the State and County. The figures in Table 4-17 apply specifically to HUD housing programs in Florence County, but even the low-income level within Florence County depends on the year's fiscal condition and size of the family. The data in Table 4-17 shows that a person earning the 2006 median family income amount of \$48,000 may be eligible for low income housing if the family size includes 7 or more members, but would otherwise be included in the largest pool of households for the County as shown in Table 4-18.

Table 4-18 2030 Projection of Florence County Household Income

HOUSEHOLD INCOME RANGE	PROJECTED NUMBER OF HOUSEHOLDS
Less than \$10,000	4,210
\$10,000 to \$19,999	4,680
\$20,000 to \$29,999	4,440
\$30,000 to \$44,999	6,930
\$45,000 to \$59,999	11,120
\$60,000 to \$74,999	10,680
\$75,000 to \$99,999	8,970
\$100,000 to \$124,999	3,810
\$150,000 to \$149,999	1,500
\$150,000 to \$199,999	1,430
\$200,000 or more	1,920

Source: Woods & Poole Economics, 2006

The table above projects 13,330 households in Florence County in 2030 with incomes less than \$30,000; this value is near the eligible income range for low-income housing for a single person household. This number of households represents over 22% of the County households projected near or below this "low income" level.



Table 4-19 gives the mortgage payment amounts for selected housing values for site built homes as indicated by some Florence County local leading banks including BB&T, Bank of America and Wachovia (Florence County Banks 2007). This rate reflects only principal and interest without consideration to escrow amounts that may include annual insurance premiums and property tax. The percentage comparisons of 6.25 and 6.75 are the normal minimum and maximum rate as determined by individual credit scores. The 15- and 30- year periods are the two terms most utilized. Some banks will go as long as a 40 year term at a 7.125 percentage rate. However, the mortgage market is in turmoil at the time this Element is being compiled; the availability of innovative financing products to the homeowner may be limited.

Table 4-19 Monthly Mortgage Payment for Site-Built Homes (Principal and Interest)

SITE BUILT HOUSE VALUE	15-YEAR MORTGAGE		30-YEAR MORTGAGE	
	MONTHLY PAYMENT AT	MONTHLY PAYMENT AT	MONTHLY PAYMENT AT	MONTHLY PAYMENT AT
	6.25%	6.75%	6.25%	6.75%
\$ 100,000	\$ 857.42	\$ 884.91	\$ 615.72	\$ 648.60
\$ 125,000	\$ 1,071.78	\$ 1,106.41	\$ 769.65	\$ 810.75
\$ 150,000	\$ 1,286.13	\$ 1,327.36	\$ 923.58	\$ 972.90
\$ 175,000	\$ 1,500.49	\$ 1,548.59	\$ 1,077.51	\$ 1,135.05
\$ 200,000	\$ 1,714.85	\$ 1,769.82	\$ 1,231.43	\$ 1,297.20
\$ 225,000	\$ 1,929.20	\$ 1,991.05	\$ 1,385.36	\$ 1,459.35
\$ 250,000	\$ 2,143.56	\$ 2,212.27	\$ 1,539.29	\$ 1,621.50
\$ 275,000	\$ 2,357.91	\$ 2,433.50	\$ 1,693.22	\$ 1,783.64
\$ 300,000	\$ 2,572.27	\$ 2,654.73	\$ 1,847.15	\$ 1,945.79

Source: Florence County Banks 2007

Table 4-20 gives the mortgage payment amounts for selected manufactured housing values using in-house loan rates. This rate reflects only principal and interest and does not include yearly insurance or taxes. In-house loan rates are used for manufactured homes. Local banks have a 10-year maximum term for manufactured homes (Florence County Banks 2007). The percentage rate comparison of 10.75 and 13.5 are the minimum and maximum rate as determined by individual credit scores. Manufactured home dealerships can offer up to a 30 year term through their financial lending groups (Manufactured Home Dealerships 2007). These lending groups offer lower interest rates on manufactured homes than local banks. The percentage rate comparison of 8.5 and 12.5 are the minimum and maximum rate through lending groups as determined by individual credit scores (Manufactured Home Dealership 2007).

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Table 4-20 Monthly Payments for Manufactured Homes (Principal and Interest)

MANUFACTURED HOME VALUE	10-YEAR MORTGAGE		30-YEAR MORTGAGE	
	MONTHLY PAYMENT AT	MONTHLY PAYMENT AT	MONTHLY PAYMENT AT	MONTHLY PAYMENT AT
	10.75%	13.5%	8.5%	12.5%
\$ 20,000	\$ 272.68	\$ 304.55	N/A	N/A
\$ 30,000	\$ 409.02	\$ 456.82	\$ 230.67	\$ 320.18
\$ 40,000	\$ 545.35	\$ 609.10	\$ 307.57	\$ 426.90
\$ 50,000	\$ 681.69	\$ 761.37	\$ 384.46	\$ 533.63
\$ 60,000	\$ 818.03	\$ 913.65	\$ 461.35	\$ 640.35
\$ 75,000	\$ 954.37	\$ 1,065.92	\$ 538.24	\$ 747.08
\$ 80,000	\$ 1,090.71	\$ 1,218.19	\$ 615.13	\$ 853.82
\$ 90,000	\$ 1,227.05	\$ 1,370.47	\$ 692.02	\$ 960.53
\$100,000	\$ 1,363.39	\$ 1,522.74	\$ 768.91	\$ 1,067.26

Source: Florence County Banks

Comparing Table 4-19 with Table 4-20, the average cost of a newly constructed site built house in the County may be beyond the range for many lower income residents. A popular alternative to site-built housing is manufactured housing units.

MANUFACTURED HOMES AND AFFORDABLE HOUSING

Manufactured homes have served as a means of affordable housing for many in Florence County. Leased mobile home lots in Florence County may range from \$152.00 for singlewides to approximately \$182.00 for doublewides per month. Combined with a monthly payment as shown above for a 30-year term, the total monthly cost is significantly higher than \$484.00 per month for rental units. This result may be an indication why apartment complexes have low vacancy rates.

While manufactured homes appear to meet the affordable housing needs of some residents in the County, financing and insuring these units may not be the same as for conventional site built homes. Locally, many Florence County banks finance manufactured homes as an in-house loan versus a mortgage loan for site built homes. This type loan results in a mortgage with a substantially higher interest rate and shorter term than found with site-built homes. Ten years is the maximum term for manufactured homes through local banks.

In the Florence County area, interest rates for conventional site-built homes range from approximately 6.25% to 6.75% for a 30-year period. The interest rates for manufactured homes vary by type and dependent on if land is involved. The interest rate for a singlewide, excluding land, ranges from approximately 12.25% to 13.5%. A singlewide, including land, ranges from approximately 10.75% to 12%. Land is normally required with a doublewide and must be set up on a slab and brick underpinnings. The interest rate for this type loan ranges from 10.5% to 11.74%. If the doublewide is new, some local banks will offer a 15-year term.

Manufactured home dealerships utilize financial lending groups primarily to finance the manufactured homes they sell. These financial groups are able to offer customers up to a 30-year term with an interest rate ranging from 8.5% to 12.5%. This 30-year term would further decrease monthly payments (Manufactured Home Dealerships 2007).



Many local insurance agencies insure manufactured homes exactly the same as a site built home, basing the rates on the value of the home (Insurance Agencies 2007). However, they do require the manufactured home be underpinned and include steps with handrails at each door.

In Florence County, manufactured homes are not reassessed for changes in value annually. Once an initial assessment is done on a manufactured home unit, the same value is used until the County completes the next periodic assessment. Currently, Florence County uses the 2004 standard to establish manufactured home values. Assessments are scheduled every five years with the next scheduled countywide assessment in 2009.

HOUSING COSTS AND FAIR HOUSING ISSUES

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex: familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and handicap (disability). This and the following information is cited from The U.S. Department of Housing and Urban Development website:

The generally accepted definition of affordability is for a household to pay no more than 30 percent of its annual income on housing. Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.

U.S. Department of Housing and Urban Development

Economic means have a vital role in a resident's ability to participate in the housing market of Florence County. The Population Element shows the percentage of the population in poverty in Florence County to be about 16.4% (Population Element, Table 1-16). Over 75% of the County's population may have difficulty in acquiring and maintaining housing due to financial conditions. Due to recent turmoil in the mortgage market, this figure may be larger.

Being economically disadvantaged can have an impact on housing options in Florence County. This issue may be manifested in the credit and loan application process. Many residents who may be considered as economically disadvantaged do not have the credit status desired by lending institutions.

The analysis of the economically disadvantaged in the County shows by race that housing options are greatly impacted. Table 4-21 gives the ethnic composition of poverty status for Florence County.

Table 4-21 Florence County Poverty Levels by Ethnic Groups

ETHNIC GROUP	TOTAL BELOW POVERTY	PERCENTAGE BELOW POVERTY
White	5,802	8.1%
Black	13,721	28.7%
Hispanic	369	33.3%
Other Races	540	19.5%

Source: SC Statistical Abstract, 2005

An examination of the impact that poverty has on County residents along lines of ethnic identification reveals that 28.7% of Black residents and 33.3% of the Hispanic component of the County's population are



categorized as being below the poverty level. If economic factors were the only impediments to fair housing in the County, a combined solution of educational advancement and training, job preparation, and a short-term housing voucher system to supplement the incomes of lower-income families for the purpose of increasing housing options would significantly improve the outlook of fair housing compliance in the County.

Basic data for identifying obstacles to fair housing and establishing a plan for fair housing may include the following:

- an analysis of public policies, practices and procedures involving housing and housing-related activities in the County;
- analyze the application of zoning and other land use controls, including tax assessment and tax abatement practices;
- examine the nature and extent of fair housing complaints, lawsuits and other data which might provide evidence of the County's application of fair housing practices;
- examine demographic patterns of the County;
- examine Home Mortgage Disclosure Act data; and
- analyze patterns of occupancy in Section 8, public housing and Assisted Housing, and private rental housing.

Fair housing issues may be grounded in factors other than socio-economic status or the lack of the financial ability to participate in the general housing market. Housing discrimination and land use decisions that operate in a discriminatory fashion ensure that segments of the County's population will consistently have fewer housing options. The overall general welfare of all county residents is linked to the well being of every component of the County's population. Efforts to promote fair housing policies and practices in the County will be an overall benefit to improving conditions.

Table 4-22 Household Growth and Percentages for Florence and Adjacent Counties

COUNTY	NUMBER OF HOUSEHOLDS		PERCENT CHANGE	AVERAGE PERSONS PER HOUSEHOLD		PERCENT CHANGE
	1990	2000		1990	2000	
<i>South Carolina</i>	<i>1,258,044</i>	<i>1,533,854</i>	<i>+21.9</i>	<i>2.4</i>	<i>2.5</i>	<i>+4.2</i>
Florence	40,217	47,147	+17.2	2.8	2.6	-7.1
Clarendon	9,544	11,812	+23.8	3.0	2.6	-13.3
Darlington	21,999	25,793	+17.2	2.8	2.6	-7.1
Dillon	9,887	11,199	+13.3	2.9	2.7	-6.9
Lee	6,054	6,866	+13.7	3.0	2.7	-10
Marion	11,766	13,301	+13.0	2.9	2.6	-10.3
Marlboro	10,163	10,478	+3.1	2.8	2.6	-7.1
Sumter	32,723	37,728	+15.3	2.9	2.7	-6.9
Williamsburg	12,108	13,714	+13.3	3.0	2.7	-10

Source: SC Statistical Abstract, 2005

According to the respective Census information, the average number of persons per household in Florence County fell from 2.8 to 2.6 from 1990 to 2000. In 1980, the average person per household was 3.1. We are seeing a gradual decrease in household size with each decade. The composition and demographics of Florence County households provides information related to community needs and



services. This information may be crucial in anticipating future demand for specific housing types in Florence County.

HOUSEHOLD TRENDS AND PROJECTIONS

A household is defined by the U. S. Census Bureau as all persons occupying a housing unit as their usual place of residence.

As shown in The Population Element, the population of Florence County is expected to increase by 3.4% from 2005 to 2010 and then increase at a rate of approximately 3.0% every five years through 2030. Both population and industrial growth factors will impact future housing demand in Florence County. The County is expected to experience nearly a 4.6% growth in households between 2005 and 2010. By the year 2030, Florence County is expected to experience an increase of 21.0% in household or occupied housing units, above the 2000 Census reported level of 47,147 households. Current planning efforts for housing should include the factors mentioned as well as projections of households for the area.

Table 4-23 gives the household projections for Florence County in five year intervals.

Table 4-23 Household Growth and Percentages for Florence and Adjacent Counties

COUNTY	TOTAL HOUSEHOLDS							% CHANGE 2000 TO 2030
	2000	2005	2010	2015	2020	2025	2030	
Florence	47,147	49,910	52,290	54,480	56,420	58,150	59,690	21.0%

Source: SC Statistical Abstract, 2005

The expected growth of the number of households in the County in the near future will have an impact upon nearly every aspect of public service and the local economy. From the utilities and transportation infrastructure, to the school districts and local merchants, the demands of these households will require greater availability of resources. Household growth in Florence County should be preceded by overall planning to ensure that new and existing residential areas have access to community services.

LOCAL HOUSING AGENCIES AND ORGANIZATIONS

There are a number of local agencies and organizations in Florence County that have initiated efforts to address particular aspects of housing in the County. The activities of these entities offer housing options and improvements to many residents in the County including volunteer groups, businesses, civic organizations, churches and individuals.

THE HOUSING AUTHORITY OF FLORENCE

The Housing Authority of Florence manages housing units and administers housing assistance voucher programs to make housing options available to many lower-income County residents. The Housing Authority of Florence's service area consists of all of Florence County north of Lynches River. There are 810 public housing units under the administration of the Housing Authority of Florence, and an additional 491 (approximately) Section 8 units, providing supplemental payments for lower-income families.



The Housing Authority provides valuable housing options for some residents who are unable to participate in the conventional housing market for various reasons. Table 4-24 gives the names, locations and number of units of the housing complexes under the administration of the Housing Authority of Florence.

Table 4-24 Housing Complexes of the Housing Authority of Florence

NAME	MUNICIPALITY	LOCATION	NUMBER OF UNITS
Royal Gardens	City of Florence	Royal Street	50
Church Hill	City of Florence	June Lane	166
Clyde Court	City of Florence	Clyde/Pine Street	50
Oakland Place	City of Florence	Oakland Avenue	64
Pine Park	City of Florence	Pine Street	44
Waverly Acres	City of Florence	Waverly Avenue	20
Bridgeland Village	Town of Timmonsville	Green Street	50
Park View Plaza	City of Florence	Clements Street	60
Creekside Village	City of Florence	Palmetto Street	100
Pine Acres	Town of Pamplico	First Avenue	40
Lakota Place	City of Florence	Conyers Avenue	8
Single-Family Dwellings	City of Florence	Scattered	159

Source: Housing Authority of Florence, June 2007

LAKE CITY HOUSING AUTHORITY

The Lake City Housing Authority manages housing units and administers housing assistance voucher programs to make housing options available to many lower-income County residents. The Lake City Housing Authority administers to the lower geographic area of Florence County, (south of Lynchess River), with housing units in Lake City and just outside of Johnsonville. As of 2007 the Lake City Housing Authority owned 399 housing units within its service area. In addition, there are 200 subsidized units.

Table 4-25 Housing Complexes of the Lake City Housing Authority

MUNICIPALITY	LOCATION	NUMBER OF UNITS
Lake City	Matthews Road & Opal Street	22
Lake City	Brown Street	8
Lake City	Elm St., DuRant Drive & Spruce St.	70
Lake City	N. Matthews Road	52
Lake City	S. Ron McNair Blvd.	60
Lake City	Morning Glory Drive	50
Lake City	Sherwood St., Ranchwood St. & Augustine St.	52
Johnsonville	Liberty Street	54
Olanta	N. Jones Road	17
Lake City	Scattered	14

Source: Lake City Housing Authority, October 2007



CITY OF FLORENCE DEPARTMENT OF COMMUNITY SERVICES

The City of Florence created the Department of Community Services in 2000, which includes the City's community housing functions. The City's two housing programs are the Affordable Housing Program and the Emergency Rehabilitation Program. Program participants consist of senior citizens and low to moderate income residents.

The Affordable Housing Program is designed to provide down payment and closing cost assistance to eligible applicants towards the purchase of a new or existing home. Eligible applicants must be first-time homebuyers and meet the income guidelines established by the Department of Housing and Urban Development (HUD). Over the last ten years, the City has provided approximately 120 eligible applicants with over \$1 million dollars in down payment and closing cost assistance to purchase housing that is collectively valued at over \$8.5 million. The City is currently developing two affordable housing subdivisions, North Pointe and a subdivision in East Florence. The North Pointe subdivision is a 27-unit single-family subdivision located off of Williams Boulevard that is complete with rolled curb and gutter, underground utilities, sidewalks, and a decorative entranceway. The homes are approximately 1200-1400 square feet and start at approximately \$110,000. Currently, the City is providing eligible clients with over \$10,000 in down payment and closing cost assistance. The East Florence subdivision is under construction. While the infrastructure will be similar to that of North Pointe, the focal point of the subdivision will be a passive waterway feature. It is anticipated that homes in the 25-30 unit subdivision will start at \$130,000. There is a total of \$569,000 in grant funds that are earmarked for affordable housing.

The Emergency Rehabilitation Program renovates owner-occupied housing units of eligible clients. The program addresses housing issues that are an imminent threat to health and safety. Generally, the major housing systems – flooring, plumbing, electrical, HVAC, roof – are repaired or replaced. As stated, the program participants consist of senior citizens and low to moderate income residents. There is \$180,000 in CDBG funding earmarked for emergency rehabilitation and grants awarded in July of each year.

The Community Services department also gives financial and technical support to area emergency facilities for the homeless and other human service agencies.

THE GREATER FLORENCE HABITAT FOR HUMANITY

The Greater Florence Habitat for Humanity requests the assistance of volunteers to make home ownership possible for approved applicants in its program.

This is a Christian organization that endeavors to establish partnership with volunteers, businesses and local leaders in order to provide decent housing to qualifying residents and promote decent communities within the Florence County service area.

The Greater Florence Habitat for Humanity's Florence County service area consists of the urban area of the City of Florence and the Lake City area. As of June 2007, they have constructed a total of 32 houses. The organization promotes a number of housing issues that are deemed important to healthy communities. These include the elimination of substandard housing, home ownership, affordable housing and fair housing practices.

A unique aspect of the Habitat for Humanity housing program is the requirement of "sweat equity" by those applicants who are approved for one of the house construction projects. A minimum of 300 hours of labor or "sweat equity" towards the completion of the home is required by the approved applicant or



by volunteers in the name of the applicant. Also the homes are sold to residents at no profit and are financed with affordable, no-interest loans (Greater Florence Habitat for Humanity).

Some possible ways that the efforts of the Greater Florence Habitat for Humanity may be facilitated are through volunteer efforts, and tax-free donations of needed building materials and supplies.

TELAMON CORPORATION HOUSING DIVISION

Telamon Corporation Housing Division seeks to join with other housing agencies to improve housing conditions for residents in Florence County and the Pee Dee.

The Telamon Corporation Housing Division is a non-profit organization operating in Florence County, as well as the larger Pee Dee region. They endeavor to work with state and local agencies to improve housing conditions for low-income individuals. The organization offers housing assistance and rehabilitation for approved applicants. Housing units selected for participation in the Telamon programs must be owner-occupied units.

Telamon also assists low-income individuals (primarily youth) in developing valuable skills and trades. The organization has supervised training crews working with many of its rehabilitation projects. Telamon also seeks to promote home safety including fire hazards (Telamon Corporation, 1997).

Since its initial work in the area in 1985, Telamon has completed approximately 200 housing rehabilitation projects in the Pee Dee, with 45 to 50 projects in Florence County. Telamon seeks to establish partnerships with other housing agencies in the area to secure funding options to improvement of housing conditions in the region (Telamon Corporation, 1997).

REBUILDING TOGETHER

Rebuilding Together, formerly Christmas in April, operates in the Greater Florence area and orchestrates its major housing rehabilitation efforts during a one-day period blitz on the last Saturday in the month of April of each year.

Rebuilding Together is a volunteer organization operating to rehabilitate housing for low income homeowners in the Greater Florence area. The organizations major rehabilitation efforts take place during the month of April, when all of the planning, recruiting, donations or materials and volunteer efforts culminate into a one-day blitz of rehabilitation activities. Rebuilding Together began efforts in the Florence area in 1997, with a total of ten rehabilitation projects completed. Rehabilitation projects range from minor to major repairs to existing homes, including roofing, floor repairs, plumbing and other needed repairs.

The mission of the Rebuilding Together organization includes focusing on the housing needs of the low income population, the elderly and disabled, with the objective of maintaining living conditions for them that are warm safe and allow continued independence.

In the coming years, the organization seeks to expand the number of rehabilitation teams and thus increase the number of projects completed during its activities in April. In 2008, the group's goal is to complete a total of 25 rehabilitation projects. (www.rebuildtogether.org)



GOALS AND IMPLEMENTATION STRATEGIES

GOAL 1

Establish guidelines for the use of incentives to promote more affordable housing development by the private sector. Increase the supply of housing that is affordable for low-income households.

Implementation Strategy: Seek sponsors and funds to support development of rental and owner-occupied homes affordable for households with incomes between 60% and 80% of the local median household income. Support local public agencies or non-profit agencies to develop low-income housing.

Time Frame: Short Term

GOAL 2

Determine the presence of barriers to the development of affordable housing and, if so determined, attempt to remove and prevent those practices.

Implementation Strategy: The appropriate County agencies will review land use and zoning policies as well as public feedback and propose solutions to barriers on an annual basis, taking into consideration the following tasks:

- analyze public policies, practices and procedures involving housing and housing-related activities in the County;
- analyze the application of zoning and other land use controls, including tax assessment and tax abatement practices;
- examine the nature and extent of fair housing complaints, lawsuits and other data which might provide evidence of the County's application of fair housing practices;
- examine demographic patterns of the County;
- examine Home Mortgage Disclosure Act data; and
- analyze patterns of occupancy in Section 8, public housing and Assisted Housing, and private rental housing.

Timeframe: Continuous

GOAL 3

Encourage the development of higher density, affordable housing types near major employment nodes to promote jobs-housing balance.

Implementation Strategy: Coordinate with Florence County Economic Development to discuss what type of industry Florence County is seeking to maintain, expand and attract and where would new businesses likely locate. Work closely with existing businesses to assess plans for expansion and with local Economic Development organizations to ensure that efforts to create more jobs are also linked to efforts to create more housing opportunities.

Time Frame: Continuous

GOAL 4

Promote mixed-use development, combining residential and retail components in urban portions of the County near major transportation nodes as a means of reducing traffic congestion and fostering neighborhood identity.

Implementation Strategy: Coordinate with municipal downtown development organizations about new projects that foster a wide range of housing options focusing on future needs. Educate the public about air quality and potential threats to health.

Time Frame: Continuous



GOAL 5

Promote the development of housing and provide a range of housing choices that meet the needs of persons of all income levels, of all age groups, and persons with special needs.

Implementation Strategy: Inventory appropriate available land for residential development through the Land Use Element of the Comprehensive Plan. Direct high-density housing options to urban centers while maintaining the rural lifestyle of unincorporated areas.

Time Frame: Continuous

GOAL 6

Provide guidelines for the use of incentives to promote the development of special housing, such as small lot-single family homes, that accommodate the needs of the county's growing older adult population resulting in one person households and those households including persons with disabilities.

Implementation Strategy: Review existing development controls to see if any changes are warranted to encourage developers to create additional housing for seniors. Talk with local hospital administration and other local organizations to seek sponsors and developers for additional senior housing options.

Time Frame: Continuous

GOAL 7

Conduct a comprehensive study on the nature, location, and ownership status of the County's inventory of deteriorated housing.

Implementation Strategy: Work with the State Housing Finance and Local Development Authority to determine possible sources of housing rehabilitation funds. Adopt and implement a municipal housing code to encourage homeowners to provide basic maintenance. Apply to the State for Community Development Block Grant (CDBG) funds to establish a local home repair loan program. Check with regional agencies to see if there is an existing program that the County can join.

Time Frame: Medium Term

GOAL 8

Require new planned unit developments to provide adequate ingress and egress, as well as establish transit, bicycle, and pedestrian linkages.

Implementation Strategy: Work with architects, developers and engineers to visualize adequate and safe ingress and egress options and to include roads within developments adequate to promote bicyclist and pedestrian usage. Assist Pee Dee Transportation Authority in reaching its goal to broaden transit within the City of Florence.

Time Frame: Long Term

GOAL 9

Explore green building initiatives such as LEED certified building procedures.

Implementation Strategy: Seek information and invite representatives of various green building initiatives to community meetings to disseminate information about the short- and long-term benefits.

Timeframe: Long Term

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GOAL 10

Protect and enhance existing historically significant housing.

Implementation Strategy: Coordinate with the State Historic Preservation Office on the preservation and enhancement of historic resources. Support local governments as a Certified Local Government by the National Park Service in order to participate in Federal – State – Local partnerships. Investigate the feasibility of adopting historic preservation ordinances. Educate the public on the importance of historic references to present day activities.

Timeframe: Continuous

GOAL 11

Explore the feasibility of a Capital Improvement Program.

Implementation Strategy: Gather information and examples of successful Capital Improvement Programs that may be useful in developing a Florence County program. Survey potential County needs that would be addressed by this program.

Timeframe: Medium Term

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APPENDIX

Element Adoption Dates

Florence CountyJune 19, 2008

City of JohnsonvilleJuly 1, 2008

Town of OlantaJuly 1, 2008

Town of QuinbyAugust 5, 2008

Town of ScrantonJuly 7, 2008

Town of TimmonsvilleJuly 1, 2008

DRAFT

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Introduction of Ordinance No. 36-2007/08

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

An Ordinance to ratify FY08 budget and grant resolutions previously authorized by Council and other matters related thereto.

POINTS TO CONSIDER:

1. There have been grants received during the year that need to be formally appropriated by Council.
2. The Sheriff's Office has established a new sex offender program at a cost of \$7,000, which was not previously included in the budget. This cost of this program is covered by registration fees for those required by the State of South Carolina to be a part of the program.
3. The Sheriff's Office has two camps – the Explorer Camp and the BLAST Camp – that were previously not included in the budget, but not are being accounted for as part of the Sheriff's Office budget. The total cost of these two camps is estimated at \$12,000 and is covered by registration fees paid by participants.
4. Due to fuel, utility, and food price increases, the Sheriff's Office does not have sufficient funds in its FY08 budget to cover these costs. These costs are estimated to exceed budgeted amounts by approximately \$339,000. However, the Sheriff's Office has received revenue from the sale of seized vehicles that was unbudgeted and inmate revenue is estimated to be greater than was originally budgeted,; therefore these revenue amounts are anticipated to exceed budgeted amounts by approximately \$150,000. In addition, the Sheriff's Office is anticipated to realize salary savings in the amount of \$189,000 as a result of leaving various positions vacant in an attempt to control costs.

FUNDING FACTORS:

1. County Council has previously accepted the various grant agreements. This Ordinance approves the formal appropriation for the related grant expenditures.
2. The fees collected by the Sheriff's Office for the sex offender registry program and the two camps will offset the expenditures for these programs.
3. The increased costs of the Sheriff's Office for fuel, utilities and food is estimated to be approximately \$339,000 above what was budgeted. This increase will be funded from inmate and surplus sale revenue estimated to be \$150,000 above what was budgeted and salary savings estimated to be approximately \$189,000.

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 36-2007/08.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance No. 36-2007/08

Sponsor(s) : County Council
 Introduction : May 15, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 5, 2008
 Second Reading : June 5, 2008
 Third Reading : June 19, 2008
 Effective Date : June 19, 2008

I, _____,
 Council Clerk, certify that the
 ad for a Public Hearing on this
 Ordinance ran on: _____.

ORDINANCE NO. 36-2007/2008

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY08 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto.]

WHEREAS:

- 1) The previous adoption of various resolutions by County Council requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and
- 2) As a result of these resolutions, it is necessary for County Council to adopt a final budget amendment ordinance to provide for budget resolutions authorized by Council during the fiscal year, as well as grants, any other supplemental appropriation actions, and other non-recurring allocations in accordance with the 1976 South Carolina Code of Laws, as amended.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

- 1) The Florence County Council hereby amends the FY08 budgetary appropriations and directs the allocation of the receipt of nonrecurring revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY08 appropriated budgets:

GENERAL FUND (FUND #10)

Based on the establishment of the Sheriff's Office sex offender registry program, Florence County Council hereby directs that budgeted revenue and expenditures be reduced accordingly as follows:

Revenue	10-347-0610	\$ 7,000
Expenditures	10-435-6400	\$ 7,000

Based on the Sheriff's office updated procedure of accounting for various camps as a part of the department's operating budget hereby directs the appropriation of the following expenditures and the use of fund balance for their funding:

Revenue	10-344-0700	\$ 12,000
Expenditures	10-714-0502	\$ 4,000
	10-714-0503	\$ 8,000

In order to fund anticipated shortfalls in various line items in the Sheriff's Office as a result of increased fuel, utility, and food costs, to be covered by estimated inmate revenue and surplus sale revenue in excess of budget, as well as salary savings from positions being held vacant in the Sheriff's Office in order to control costs, Florence County Council hereby recognizes the increase in the General Fund budgeted revenues and directs the appropriation of the following expenditures:

Revenue	10-325-0022	\$ 20,000
	10-342-9001	\$ 90,000
	10-344-0500	\$ 20,000
	10-347-0601	\$ 10,000
	10-347-0651	\$ 10,000
Expenditures	10-435-0100	(\$ 70,000)
	10-435-3000	\$ 106,000
	10-711-0100	(\$ 119,000)
	10-711-0200	\$ 5,000
	10-711-5500	\$ 97,000
	10-711-5520	\$ 10,000
	10-711-6100	\$ 36,000
	10-711-6170	\$ 22,000
	10-711-6300	\$ 33,000
	10-711-6472	\$ 22,000
	10-716-3000	\$ 8,000

GRANT FUND (FUND #42)

The FY08 Budget is hereby amended to increase revenue and expenditures for various grants awarded during the fiscal year. The grants, grant numbers, and amounts are as follows:

Solicitor's Arbitrator	4399	\$ 86,128
Solicitor's Salary Supplement	4400	\$ 266,087
Solicitor's Pre-trial Intervention	4401	\$ 192,922
Juvenile Drug Court	4402	\$ 57,645
Library Gifts/Donations	4406	\$ 948
School Dist #1 SRO	4447	\$ 40,276
School Dist #3 SRO	4448	\$ 46,958
Family Court DSS	4451	\$ 356,760
Sheriff DSS	4452	\$ 57,014
Library	4200	\$ 500
SRO Sneed	4202	\$ 62,185
Tourism	4204	\$ 240,000
School Dist#3 SRO	4205	\$ 37,318
School Dist #1 Roving SRO	4216	\$ 62,036
SLED - EOC	4219	\$ 64,540
Used Oil contract	4222	\$ 8,784
Used Oil Grant	4238	\$ 6,225
JAG Grant - CDV Investigator	4239	\$ 68,422
JAG Grant - Juvenile Crime Investigator	4241	\$ 69,615
School Dist #1 SRO	4242	\$ 108,586

School Dist #5 SRO	4243	\$ 35,841
Pictometry	4244	\$ 59,095
DUI Grant in Aid	4245	\$ 1,280
EMS Grant in Aid	4246	\$ 31,403
Road Paving	4247	\$ 362,545
Public Defender	4248	\$ 67,495
JAG Grant	4249	\$ 61,862
Commerce Grant – Poole Project	4250	\$ 100,000
Circle Park	4251	\$ 17,900
Road Paving	4252	\$ 310,000
DUI Prosecutor	4253	\$ 67,495
Victim Witness – Solicitor	4254	\$ 19,167
Bullet Proof Vests	4255	\$ 8,955
Homeland Security	4256	\$ 87,500
Library – Ingram Trust	4257	\$ 10,000
Johnsonville Tennis Courts	4258	\$ 5,000
Road Paving	4259	\$ 70,000
Homeland Security	4260	\$ 6,000
Pee Dee Commerce Center	4261	\$ 474,052
Sheriff – Dog supplies	4262	\$ 4,550
Probate Court	4265	\$ 849
Johnsonville Library	4266	\$ 550,000
Fiber Optics	4267	\$ 12,841
Homeland Security	4268	\$ 42,111
Library – Windham Trust	4270	\$ 500
Lynches River County Park	4296	\$ 120,129

- 2) This Ordinance includes the ratification of all grant and budget related resolutions as previously approved by Florence County Council for the fiscal year ending 06/30/08.
- 3) All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
- 4) If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

 Connie Y. Haselden
 Clerk to Council

 K. G. Rusty Smith, Jr., Chairman
 Florence County Council

 Approved as to Form & Content
 James C. Rushton, III, County Attorney

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Boards & Commissions

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Filling vacancies on Boards and Commissions.

POINTS TO CONSIDER:

1. Citizen involvement on boards, commissions and committees of Florence County is extremely important.
2. Many boards/commissions/committees currently have vacancies or have approaching vacancies.

OPTIONS:

1. Make appropriate appointments.
2. Take no action.

(A copy of the list of current and approaching vacancies for 2008 was previously provided to Council. Additional copies are available upon request.)

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly financial reports are provided to Council for fiscal year 2008 through March 31, 2008 as an item for the record.

ATTACHMENTS:

Copies of the monthly financial reports.

DRAFT

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY08
7/1/07 TO 3/31/08**

	BUDGETED	YEAR-TO-DATE	REMAINING	PCT
	REVENUE	ACTUAL	BALANCE	
		REVENUE		
REVENUES				
Taxes	29,325,427	28,245,636	1,079,791	3.68%
Licenses & Permits	1,582,628	1,531,471	51,157	3.23%
Fines & Fees	4,183,773	2,766,977	1,416,796	33.86%
Intergovernmental	8,516,663	4,338,502	4,178,161	49.06%
Sales and Other Functional	3,971,691	3,386,058	585,633	14.75%
Miscellaneous	579,000	188,635	390,365	67.42%
Operating Transfers	(2,742,904)	(14,510)	(2,728,394)	99.47%
Addition to Fund Balance	(500,000)	-	(500,000)	100.00%
TOTAL	44,916,278	40,442,770	4,473,508	9.96%

	BUDGETED	YEAR-TO-DATE	REMAINING	PCT	
	EXPENDITURE	ACTUAL	BALANCE		
		EXPENDITURE			
EXPENDITURES					
401	County Library	3,457,189	2,613,182	844,007	24.41%
402	County Council	319,921	180,910	139,011	43.45%
403	Legal Services	85,000	54,703	30,297	35.64%
404	Administrator	608,366	419,579	188,787	31.03%
405	Finance	694,915	479,894	215,021	30.94%
406	Treasurer	799,392	582,724	216,668	27.10%
407	Information Technology	1,254,302	907,567	346,735	27.64%
408	Auditor	465,975	322,212	143,763	30.85%
409	Tax Assessor	1,161,366	817,656	343,710	29.60%
410	County Associations	23,200	23,154	46	0.20%
412	Procurement & Facilities	213,194	154,717	58,477	27.43%
414	Clerk of Court	929,104	682,940	246,164	26.49%
415	General Sessions Court	171,042	94,830	76,212	44.56%
416	Solicitor	904,990	698,515	206,475	22.82%
418	Human Resources	228,924	158,441	70,483	30.79%
420	Family Court	649,049	451,862	197,187	30.38%
421	Judge of Probate	496,938	349,955	146,983	29.58%
422	Public Defender	613,884	453,568	160,316	26.11%
423	Master in Equity	48,608	36,493	12,115	24.92%
425	Magistrates	2,066,856	1,511,045	555,811	26.89%
432	County Radio System	291,142	261,991	29,151	10.01%
433	Central Dispatch	1,738,809	1,210,647	528,162	30.37%
434	Coroner	273,219	195,944	77,275	28.28%
435	Sheriff's Department	7,154,253	5,487,739	1,666,514	23.29%
436	Building Department	1,781,460	1,265,839	515,621	28.94%
437	GIS	200,863	146,947	53,916	26.84%
438	Central Maintenance	1,014,935	690,526	324,409	31.96%
441	Health Department	86,000	61,103	24,897	28.95%
442	Environmental Services	584,288	399,883	184,405	31.56%
443	Voter Registration	375,495	283,617	91,878	24.47%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY08
7/1/07 TO 3/31/08**

444	Elections	105,000	74,734	30,266	28.82%
445	EMS	4,064,289	3,021,514	1,042,775	25.66%
446	Rescue Squads	383,052	264,024	119,028	31.07%
447	Emergency Preparedness	244,684	174,649	70,035	28.62%
448	MIAP Administration	445,139	409,141	35,998	8.09%
450	Veteran's Affairs	139,967	97,758	42,209	30.16%
451	Recreation	988,018	731,143	256,875	26.00%
452	Florence Senior Center	175,493	122,380	53,113	30.26%
453	DSS	51,780	31,362	20,418	39.43%
454	Stadium Commission	3,500	2,625	875	25.00%
456	Pee Dee CAA	10,000	5,000	5,000	50.00%
457	Pee Dee COG	75,457	56,592	18,865	25.00%
459	Soil & Water Conservation	3,817	1,909	1,909	50.00%
462	Airport Commission	75,457	37,729	37,729	50.00%
464	Lynches River Park	314,580	204,896	109,684	34.87%
465	Non-Department Fringe	1,044,225	656,207	388,018	37.16%
467	Contingency Fund	260,000	31,850	228,150	87.75%
468	PDRTA	5,000	-	5,000	100.00%
469	Employee Tort Insurance	283,928	240,602	43,326	15.26%
470	Humane Society	5,000	-	5,000	100.00%
471	County Agent	5,000	2,500	2,500	50.00%
472	Buildings and Grounds	938,142	669,856	268,286	28.60%
473	Complex	1,180,855	822,517	358,338	30.35%
474	General Phone System	13,000	5,614	7,386	56.82%
475	County Audit	75,000	59,908	15,092	20.12%
478	Mental Health Association	3,000	1,500	1,500	50.00%
479	PD Coalition	10,000	5,000	5,000	50.00%
480	Pauper's Funerals	7,000	5,000	2,000	28.57%
481	Legislative Delegation Office	5,000	5,000	-	0.00%
482	Rural Fire Departments	15,000	5,574	9,426	62.84%
483	PD Speech and Hearing	3,000	-	3,000	100.00%
484	DSN Board	4,950	1,238	3,713	75.00%
485	Literacy Council	4,950	2,475	2,475	50.00%
486	Lake City Senior Center	160,000	54,055	105,945	66.22%
487	Senior Citizens' Association	10,000	10,000	-	0.00%
489	PD Mental Health Center	4,950	2,475	2,475	50.00%
490	Museum Commission	10,000	5,000	5,000	50.00%
491	Employee Blanket Bond	850	824	26	3.10%
711	County Jail	5,918,300	4,347,693	1,570,607	26.54%
714	Sheriff's Special Projects	32,000	39,606	(7,606)	-23.77%
715	Special Enforcement Unit	381,972	282,151	99,821	26.13%
716	DEA	57,374	-	57,374	100.00%
717	Delinquent Tax	370,370	279,010	91,360	24.67%

TOTAL 46,581,778 33,769,292 12,812,486 27.51%

Ideal Remaining % = 25.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/2007 TO 3/31/2008**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
8 Law Library Fund	90,000	29,942	60,058	66.73%	90,000	34,859	55,141	61.27%
19 Landfill Fund	3,813,100	2,129,761	1,683,339	44.15%	3,813,100	1,275,781	2,537,319	66.54%
21 Utility System Fund	3,105,610	321,442	2,784,168	89.65%	3,105,610	68,048	3,037,562	97.81%
27 Economic Development Partnership Fund	460,000	340,174	119,826	26.05%	460,000	47,030	412,970	89.78%
30 Road System Maintenance Fee Fund	3,625,869	2,786,818	839,051	23.14%	3,625,869	3,622,462	3,407	0.09%
37 Capital Improvement Fund	1,450,000	407,445	1,042,555	71.90%	1,450,000	-	1,450,000	100.00%
48 E911 System Fund	650,003	356,497	293,506	45.15%	650,003	240,254	409,749	63.04%
52 Victim/Witness Assistance Fund	497,384	351,623	145,761	29.31%	497,384	233,476	263,908	53.06%
64 Local Accommodations Tax Fund	2,686,661	2,554,279	132,382	4.93%	2,686,661	823,647	1,863,014	69.34%
74 County Debt Service Fund	3,902,000	3,877,945	24,055	0.62%	3,902,000	3,526,679	375,321	9.62%
TOTALS:	20,280,627	13,155,926	7,124,701	35.13%	20,280,627	9,872,235	10,408,392	51.32%

IDEAL REMAINING PERCENT: 25.00%

**Florence County Council
Allocation Balances by District
March 31, 2008**

Council District #	Type of Allocation	Beginning Budget FY08	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	228,947.00	56,585.00	172,362.00
	Paving	72,551.00	66,163.00	6,388.00
	Utility	301,127.00	45,332.00	255,795.00
	In-Kind	19,800.00	6,816.00	12,984.00
2	Infrastructure	104,099.00	60,452.00	43,647.00
	Paving	98,805.00	7,810.00	90,995.00
	Utility	88,943.00	41,148.00	47,795.00
	In-Kind	19,800.00	108.00	19,692.00
3	Infrastructure	58,678.00	12,697.00	45,981.00
	Paving	395,179.00	-	395,179.00
	Utility	247,949.00	62,303.00	185,646.00
	In-Kind	19,800.00	3,817.00	15,983.00
4	Infrastructure	249,200.00	14,015.00	235,185.00
	Paving	266,044.00	134,555.00	131,489.00
	Utility	289,127.00	216,745.00	72,382.00
	In-Kind	19,800.00	-	19,800.00
5	Infrastructure	79,678.00	13,172.00	66,506.00
	Paving	46,667.00	11,580.00	35,087.00
	Utility	185,551.00	43,811.00	141,740.00
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	216,739.00	9,800.00	206,939.00
	Paving	134,782.00	-	134,782.00
	Utility	316,127.00	118,111.00	198,016.00
	In-Kind	19,800.00	13,439.00	6,361.00
7	Infrastructure	97,318.00	14,952.00	82,366.00
	Paving	293,903.00	-	293,903.00
	Utility	316,127.00	37,024.00	279,103.00
	In-Kind	19,800.00	331.00	19,469.00
8	Infrastructure	50,301.00	-	50,301.00
	Paving	47,336.00	-	47,336.00
	Utility	314,728.00	247,804.00	66,924.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	140,899.00	66,618.00	74,281.00
	Paving	100,419.00	-	100,419.00
	Utility	316,127.00	2,451.00	313,676.00
	In-Kind	19,800.00	1,806.00	17,994.00

Infrastructure funds to be used for capital projects or equipment purchases. See guidelines adopted by Council.
Paving funds to be used for paving or rocking roads. See guidelines in County code.
Utility funds to be used for water and sewer projects.
In-Kind funds to be used for projects completed by the Public Works Department.

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Report to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Council is requested to authorize the County Administrator to execute a Lease Renewal Agreement between Florence County and South Carolina Law Enforcement Division for office space located at 1021 Justice Way, Effingham, SC.

POINTS TO CONSIDER:

Renewal of a Lease Agreement with SLED for a term of two (2) years at a rental rate of \$900 per month.

OPTIONS:

1. *(Recommended)* Authorize the County Administrator to execute a Lease Renewal Agreement with South Carolina Law Enforcement Division located at 1021 Justice Way, Effingham, SC.
2. Provide an alternate directive.

ATTACHMENTS:

1. Copy of Proposed Lease Agreement.
2. Correspondence dated April 25, 2008 from Captain J. Kin McKenzie, Jr., South Carolina Law Enforcement Division.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

cc: R. Starks

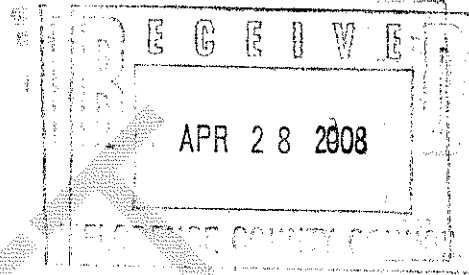
MARK SANFORD
Governor



REGINALD I. LLOYD
Director

April 25, 2008

MS. CONNIE HASELDEN, CLERK
FLORENCE COUNTY COUNCIL
OFFICE OF COUNTY COUNCIL
CITY-COUNTY COMPLEX
180 N IRBY STREET
FLORENCE SC 29501



IN RE: LEASE AGREEMENT

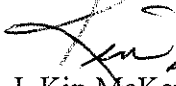
Dear Ms. Haselden:

The South Carolina Law Enforcement Division has prepared a proposed Lease Agreement for the property presently utilized for the Pee Dee Regional office located at 1021 Justice Way, Effingham, SC 29541. As in the previous agreement, the South Carolina Law Enforcement Division has agreed to pay \$900 per month with a lease term of two years. I would appreciate your presenting this to Council during their next meeting for approval. After it has been executed on behalf of Council, please return it to me at Post Office Box 56, Effingham, SC 29541. I will then forward it to Headquarters for processing through the State Budget and Control Board.

SLED has certainly enjoyed the occupancy of this office space for the past fourteen years and we are looking forward to our continued relationship with the County of Florence.

Yours very truly,

S. C. LAW ENFORCEMENT DIVISION


J. Kin McKenzie, Jr.
CAPTAIN, PEE DEE REGION

JKMcK:jhp
Enclosure



An Accredited Law Enforcement Agency
P.O. Box 21398 / Columbia, South Carolina 29221-1398 / (803) 737-9000 / Fax (803) 896-7041

STATE OF SOUTH CAROLINA)
) GOVERNMENTAL REAL ESTATE LEASE-STANDARD OFFICE
COUNTY OF FLORENCE)

THIS LEASE AGREEMENT ("Lease") is made as of this _____ day of _____, 2008, between The County of Florence ("Landlord"), having an address at 180 North Irby Street, MSC-H, Florence, South Carolina, and the South Carolina Law Enforcement Division ("Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at 4400 Broad River Road, Columbia, South Carolina.

ARTICLE 1 - DEMISE OF PREMISES

1.1 Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, premises (the "Demised Premises") consisting of approximately twenty-four hundred (2400) rentable (approximately 2400 sq. ft. usable) square feet on the first floor of the building (the "Building" located at 1021 Justice Way, Effingham, Florence County, South Carolina (the "Land")), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERMS

2.1 The term of this Lease shall be two (2) years (the "Initial Term") beginning on July 1, 2008, (the "Commencement Date") and, unless terminated or extended, shall end on June 30, 2010, (the "Termination Date"). Provided there is no continuing event of default hereunder by Tenant, Tenant shall have the right to extend the term of this lease for up to two (2) consecutive periods of one (1) year each (the "Extended Term") upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant's intent to extend the then existing term at least six (6) months prior to the expiration of the then existing term.

ARTICLE 3 - BASIC RENT

- 3.1 Tenant shall pay rent (the "Basic Rent") to Landlord during the Initial Term in the annual aggregate amount of Ten Thousand Eight Hundred and NO/100 (\$10,800.00), payable in equal monthly installments of Nine Hundred and NO/100 Dollars (\$900.00) in advance on or before the tenth (10th) day of each consecutive calendar month of the Initial Term.
- 3.2 All payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

ARTICLE 4 - USE

- 4.1 Tenant shall have the right to use the Demised Premises for office space for the Pee Dee Regional Office of the South Carolina Law Enforcement Division.
- 4.2 If during the Initial Term or any Extended Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demises Premises makes it impossible or uneconomical for Tenant to operate in the Demised Premises in accordance with subparagraph 5.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

- 5.1 Tenant shall have the absolute right to assign this Lease or sublet the Demises Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

5.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1 The services provided by the Landlord to Tenant as part of basic rent and additional rent, if any, shall include, but are not limited to the following services with respect to the Demised Premises: lighting fixtures, heating, ventilating, air conditioning service, janitorial service, security service, grounds maintenance and any other service necessary to maintain and operate all building and site improvements in a good and habitable condition by the South Carolina Law Enforcement Division; provided, however, that Tenant shall be responsible for payment of, or reimbursement of Landlord for Landlord's payment of, the cost of all utilities, including without limitation electrical, water and sewer service provided by the Landlord.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1 Landlord represents and warrants to Tenant that:

- (a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;
- (b) The use of the Demised Premises contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

- (c) Neither the Land, the Building, nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;
- (d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;
- (e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;
- (f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair, and make all reasonable improvements to maintain the Land, the Building and the Demised Premises as a first-class office building;
- (g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within a reasonable time after Landlord has notice of damage or the need for repair; and
- (h) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building,

by Landlord, by anyone claiming under Landlord, or by any other person, party or entity.

7.2 Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 - TENANT'S COVENANTS

8.1 Tenant covenants and agrees that it shall:

- (a) Pay Basic Rent when due without notice or demand provided, however, that should any Basic Rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;
- (b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by, (1) settling, (2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;
- (c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;
- (d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

- (e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

- 9.1 Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

- 10.1 Landlord shall make all renovations to the Demised Premises in accordance with Tenant's plans and specifications annexed hereto as Schedule "B" (the "Renovations"). All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to the Commencement Date of this Lease. In the event the Renovations have not been completed by the Commencement Date, Tenant shall have the option to (a) extend the Commencement Date of this Lease to a date not later than ninety (90) days

following the original Commencement Date, or (b) take possession of the Demised Premises, in which event Basic Rent and Additional Rent shall abate until completion of the Renovations by Landlord, such date to constitute the new Commencement date of this Lease. In the event Tenant elects to extend the Commencement Date pursuant to subparagraph "a" above, and in the further event the Renovations are not completed by the new Commencement Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

10.2 Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make non-structural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3 Landlord agrees that all trade fixtures, signs, equipment, furniture and other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be

removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

- 11.1 If there be any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.
- 11.2 If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Landlord will promptly commence and complete Restoration of the Building and the Demised Premises.
- 11.3 If Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restorations should have been completed, or (b) the date on which Landlord advises Tenant that the Restorations cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and any other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.
- 11.4 Upon damage or destruction to the building or the Demised Premises or upon a Taking thereof which does not result in termination pursuant to subparagraph 11.3 of this Lease, Basic Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to

discontinue use of the Demised Premises as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

- 11.5 Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE

- 12.1 Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

- 13.1 Notwithstanding the Commencement Date and Termination date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:
- (a) If, at the end of any State fiscal year (June 30th) after the Commencement Date, appropriations, revenues, income, grants or other funding are not provided by the General Assembly to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent, Additional Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the State Budget and Control Board; or
 - (b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

- (c) If, at any time during the Initial Term or the Extended Term, if any, the square footage in the Demised Premises is, in the sole opinion of the State Budget and Control Board, Division of General Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or
- (d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct.

13.2 In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease at any time after the first six (6) months of the Initial Term by giving one hundred twenty (120) days written notice to Landlord of Tenant's intention to vacate the Demised Premises to relocate to a building owned or otherwise controlled by the State of South Carolina.

ARTICLE 14 - EXEMPTIONS

- 14.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:
- (a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;
 - (b) Liquidated or punitive damages for any cause or reason;
 - (c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;
 - (d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party

other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability;

- (e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and
- (f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent or any other charges payable to Tenant pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1 Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgage.

ARTICLE 16 - MINOR REPAIRS

16.1 If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of

Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than Five Hundred Dollars (\$500.00), Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1 Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the result of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1 All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first-class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1 This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Initial Term has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month-to-month and Tenant shall continue to pay the Basic Rent in effect for the Initial Term until either Landlord or Tenant, by thirty (30) days written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 - MISCELLANEOUS

- 21.1 If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.
- 21.2 This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.
- 21.3 This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.
- 21.4 The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.5 This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

21.6 In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

21.7 Schedules "A" and "B" referred to in this Lease are incorporated herein and made a part hereof.

21.8 This Lease is subject to and conditioned upon the approval of the Division of General Services, Office of Property Management, and shall be of no force or effect until the consent of such office shall be endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above

written.

WITNESS:

LANDLORD:
THE COUNTY OF FLORENCE

(Signature for Landlord)

PRINTED NAME AND TITLE OF SIGNATORY

DATE: _____

WITNESS:

TENANT:
SOUTH CAROLINA LAW ENFORCEMENT DIVISION

(Signature of Tenant)

PRINTED NAME AND TITLE OF SIGNATORY

DATE: _____

This Lease is approved in accordance with Regulation 19-445.2120 and 19-445.2121 by the State Budget and Control Board, Division of General Services, Office of Property Management, this ____ day of _____, ____.

MICHAEL T. STEWART, MAI, EXECUTIVE MANAGER, LEASING

DRAFT

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Report to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Council is requested to authorize the County Administrator to execute documents consenting to a state-issued certificate of franchise authority to Time Warner Entertainment-Advance/Newhouse Partnership.

POINTS TO CONSIDER:

1. Time Warner's County-issued franchise expired in April 2008.
2. Time Warner has submitted an application with the Secretary of State for a state-issued certificate of franchise authority.

OPTIONS:

1. ***(Recommended)*** Consent To The State-Issued Certificate Of Franchise Authority Submitted By Time Warner Entertainment-Advance/Newhouse Partnership And Authorize The County Administrator To Complete And Execute The Notice Of Application For State-Issued Certificate Of Franchise Authority.
2. Provide an alternate directive.

ATTACHMENTS:

1. Correspondence dated April 24, 2008 from Wendy B. Holcombe, Cable Franchising Coordinator, Office of the Secretary of State.
2. Notice of Application for State-Issued Certificate of Franchise Authority and Request for Information.
3. Application to Amend a State-Issued Certificate of Franchise Authority submitted by Time Warner Cable dated April 23, 2008.

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525
COLUMBIA, SC 29201

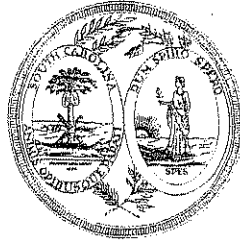
P.O. BOX 11350
COLUMBIA, SC 29211

Information
(803) 734-2170
www.scsos.com

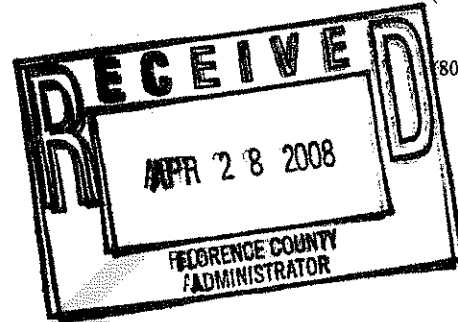
Business Filings
(803) 734-2158

Boards/Commissions
(803) 734-2512

Notaries
(803) 734-2119



April 24, 2008



Florence County
Mr. Richard Starks, County Administrator
180 N. Irby Street
Florence, South Carolina 29501

RE: Application for State-Issued Certificate of Franchise Authority

Dear Mr. Starks:

Enclosed please find a Notice of Application for State-Issued Certificate of Franchise Authority and Request for Information. This Notice is in regards to an Application for State-Issued Certificate of Franchise Authority filed with this office by Time Warner Entertainment-Advance/Newhouse Partnership, a copy of which is attached.

S.C. Code Ann., Section 58-12-310(C) requires that, within five days of receipt of an application or amended application, the Secretary of State must notify each affected municipality and county of its receipt of the application and request certain information. Section 58-12-310(D) provides that the county or municipality must respond to the request issued by the Secretary of State within sixty-five (65) days of the date of such request. Please return the Notice, completed, dated and signed, to the address on the filing instructions.

If you have any questions, please contact me at (803) 734-0367.

With kindest regards,

A handwritten signature in cursive script that reads "Wendy B. Holcombe".

Wendy B. Holcombe
Cable Franchising Coordinator

WBH
Enclosures

Charities
(803) 734-1790
Fax (803) 734-1604

Trademarks
(803) 734-0367

Employment Agencies
(803) 734-1790

Fax
(803) 734-1610

Investigation
(803) 734-1797

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



NOTICE OF APPLICATION FOR STATE-ISSUED CERTIFICATE
OF FRANCHISE AUTHORITY AND REQUEST FOR INFORMATION

Pursuant to S.C. Code Section 58-12-310(C), the Secretary of State hereby notifies you that:
On April 24, 2008, Time Warner Entertainment-Advance/Newhouse Partnership filed an application with this Office for a state-issued certificate of franchise authority or an application to amend a certificate of franchise authority to provide cable service in your area. Attached is a copy of the application including a description of the area(s) to be served.

You must complete and return this form to the Office of the Secretary of State within sixty-five (65) days from the date of this request. The date of this request is April 24, 2008.

1. What is the franchise fee rate imposed on the incumbent cable service provider, if any, as of the date of the application or amended application?

2. How many public, educational, and governmental (PEG) access channels does your municipality or county have activated under the incumbent cable provider's franchise agreement on the date of the application or amended application?

3. Does your municipality or county consent to the state-issued certificate of franchise authority sought in the application or amended application?

Yes.

No.

If your municipality or county does not consent to the authority sought, you must provide an explanation of the reasons for the denial of the requested consent.

Date _____

Signature of Chief Executive of City or County

Type or Print Name

Address

Telephone Number

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

COPY

APPLICATION TO AMEND A STATE-ISSUED
CERTIFICATE OF FRANCHISE AUTHORITY

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310(B), of the 1976 South Carolina Code of Laws, as amended, the undersigned hereby applies for authorization to amend its state-issued certificate of franchise authority to provide cable service.

1. The name of the applicant is Time Warner Entertainment - Advance/Newhouse Partnership

2. The street address of the applicant is 3347 Platt Springs Road
Street Address

<u>West Columbia</u>	<u>Lexington</u>	<u>SC</u>	<u>29170</u>
City	County	State	Zip Code

The mailing address of the applicant is 3347 Platt Springs Road, West Columbia, SC 29170

3. Date Certificate of Franchise Authority issued by S.C. Secretary of State August 3, 2006

4. The additional municipalities and unincorporated areas of counties that are proposed to be served by the applicant are to be described in the accompanying Affidavit in Support of State-Issued Certificate of Franchise Authority. For each of the additional municipalities and unincorporated areas of counties so described, provide the name, address and telephone number for the person to whom to Notice of Application to Amend a State-Issued Certificate of Franchise Authority should be provided.

Municipality/Area	Name & Title	Address	Telephone Number
<u>Florence County</u>	<u>Mr. Richard Starks, County Administrator</u>	<u>180 N. Irby St., Florence, SC 29501</u>	<u>843-665-3035</u>

5. This application is accompanied by an affidavit signed by an officer or general partner of the applicant as required by S.C. Code Section 58-12-310(B).

Date April 23, 2008

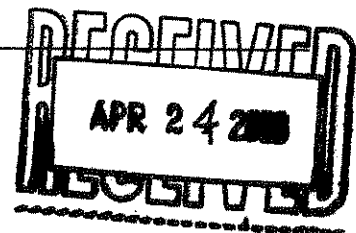
Dan E. Jones
Signature

Dan Jones, Vice President of Public Affairs
Type or Print Name and Title

3347 Platt Springs Road
Address

West Columbia, SC 29170

803-251-5284
Telephone Number



AFFIDAVIT IN SUPPORT OF APPLICATION TO AMEND
STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY

PERSONALLY appeared before me the undersigned who being duly sworn according to law,
deposes and says on oath:

My name is Bob Barlow and I my title/position
is Regional VP of Operations of Time Warner Cable - SC Division. This affidavit is
based upon my personal knowledge of the facts contained in the Application to Amend a State-issued
Certificate of Franchise Authority and this affidavit. I certify and affirm that all such facts are true and
correct. I affirm that the applicant agrees to comply with all applicable federal and state laws and
regulations.

In this application the applicant seeks to provide cable services in the following additional areas:
Florence County, South Carolina

(Written description of the additional municipalities and unincorporated areas of the counties to be served in whole or in
part. A map or other graphic representation may supplement, but not substitute for, the written description.)

Dated this 25th day of April 2008

SWORN to and subscribed before me, this

23 day of April, 2008

Angela Mulholland
Notary Public of: South Carolina

My Commission Expires: 2-3-2013

Bob Barlow
Signature of Officer/ General Partner

Bob Barlow

Type or Print Name

3347 Platt Springs Road

West Columbia, SC 29170

Address

803-251-5297

Telephone Number

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting on: May 15, 2008

AGENDA ITEM: Grant Award South Carolina Emergency Management Division

DEPARTMENT: Florence County Emergency Management Division
Grants Department

ISSUES UNDER CONSIDERATION:

Council is requested to formally accept grant award number 8EMPG01 in the amount of \$42,111 as approved by the South Carolina Emergency Management Division (SCEMD) under the FY-2008 Local Emergency Management Performance Grant (LEMPG) Program to provide information technology upgrades, CBRNE reference materials, physical security enhancement equipment, communications equipment and travel funds for Hurricane Emergency Management training. In addition to the grant funding, the SCEMD will pay \$4,500 for the WebEOC software renewal maintenance and \$9,216 for the Emergency Communications Network project through March 31, 2009.

POINTS TO CONSIDER:

1. The Florence County Emergency Management Division (FCEMD) will utilize the South Carolina Emergency Management Division Homeland Security LEMPG grant funds to provide computer hardware to integrate into the existing county GIS network, a CBRNE reference database (computerized inventory tracking system) to account for equipment on emergency scenes and during normal operations, a physical access control system to control physical access to the Emergency Operations Center, and a video assessment security system. The funds will also be used for an information technology contingency operations system to ensure continued critical computer functions during emergency operations and to prevent loss of critical data, communication equipment upgrades, and hurricane emergency training for staff.
2. Matching funds will be provided in the form of personnel salary/fringe.

FUNDING FACTORS:

1. \$42,111 = Total costs for equipment and travel as outlined under the South Carolina Emergency Management Division Homeland Security LEMPG grant funds for FY08.

OPTIONS:

1. *(Recommended)* Council is requested to accept the grant from the South Carolina Emergency Management Division in the amount of \$42,111 and authorize the designation of appropriate general ledger accounts within the Grant Fund to appropriately account for the LEMPG08 grant.
2. Provide Alternative Directive.

ATTACHMENTS:

1. Award Letter from South Carolina Emergency Management Division.

SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
2779 Fish Hatchery Road
West Columbia, SC 29172-2024

GRANT AWARD

SUB-GRANTEE: Florence County Emergency Management Department

DATE: April 18, 2008

PROGRAM NAME: LEMPG

CFDA No.: 97.042

GRANT PERIOD: 04/01/08 – 03/31/09

GRANT NO: 8EMPG01

ANNUAL ALLOCATION: \$24,725.00

SPECIAL PROJECT: \$16,686.00

HURRICANE/EM WORKSHOP: \$700.00

TOTAL AWARD: \$42,111.00

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 8EMPG01, hereby awards to the aforementioned *Sub-grantee* a federal award in the amount shown above. This amount is inclusive of the Florence County project award(s) as specified in the *FY-2008 Local Emergency Management Performance Grant* application as follows: \$16,686.00 for Special Project P-2 (Temporary Disaster Site Selection Plan). Additionally, the South Carolina Emergency Management Division will pay \$4,500.00 for the WebEOC software renewal maintenance and \$9,216.00 for the Emergency Communications Network (ECN) project, through March 31, 2009. This grant award is subject to the terms and conditions set forth in the application.

The grant shall become effective as of the date of award and upon return of an original signed copy of this document by the *Sub-Grantee's* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (30) days from the above date. It is agreed that quarterly Progress, Finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *Sub-Grantee*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements set forth in the Code of Federal Regulations (CFR) 44, OMB Circular Nos. A-102, A-87, A-110 (Revised) and A-133 and the signed Standard Assurances, which are on file, as they relate to the application acceptance and use of federal funds.



Ronald C. Osborne, Director
South Carolina Emergency Management Division
Office of the Adjutant General

Acceptance for the Sub-Grantee:



County Administrator/Manager

Date: 4/24/08

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Parks and Recreation
(Purchasing and Facilities Management Department)

ISSUE UNDER CONSIDERATION:

Award Bid #22-07/08 for a backstop for the Willow Creek Ballfield.

POINTS TO CONSIDER:

- 1) Bid #22-07/08 was publicly offered.
- 2) Three (3) compliant bids meeting the specifications were received.
- 3) Henley's Construction Co., of Cheraw, SC, was the lowest compliant bidder at \$17,975.00.
- 4) The bid expires July 1, 2008.

FUNDING FACTORS:

- 1) \$24,000.00 = Total cost to be funded with \$12,000 from Fund 37 Capital Improvement, Dept 755 Council District #3 Infrastructure Allocation; and \$12,000 from Fund 37 Capital Improvements, Dept 755 Council District #6 Infrastructure Allocation.
- 2) \$0 = Estimated total recurring cost in the next complete fiscal year and subsequent fiscal years incurred directly as a result of this action, which approximates .00 of a mil.

OPTIONS:

- 1) *(Recommended)* Accept the lowest compliant bid from Henley's Construction Co., for the Willow Creek Field Backstop in the amount of \$17,975.00 and authorize the County Administrator to execute all associated documents. *(3 Compliant Bids Received)*
- 2) Decline

ATTACHMENTS:

- 1) Bid Tabulation.
- 2) May 2, 2008 Recommendation Letter from Joe Eason, Parks and Recreation Director.

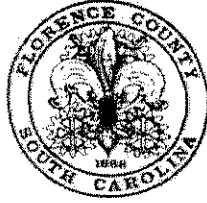
Dept: Florence County
 Willow Creek Field Backstop
 Invitation-to-Bid #22-07/08

Bid Opening Date: May 1, 2008
 Time: 11:00 AM
 Advertised Date: Morn News 4/13/08 SCBO 4/10/08
 Invitations to Bids Distributed: 10
 Bid Expiration Date: 7/1/2008

Name of Bidder	Base Bid	Alternates	Bid Security	Meets Specs	Total Bid	Total Non-Local (+2%)
Henley's Construction Co Cheraw, SC	\$17,975.00		N/A	Yes	\$17,975.00	\$18,334.50
Fence It Florence, SC	\$21,875.00		N/A	Yes	\$21,875.00	
Davis Exteriors Timmonsville, SC	\$24,801.00		N/A	Yes	\$24,801.00	

Notes:

2% Local Preference Florence County Code, Section 11-62



FLORENCE COUNTY

Recreation

Memorandum

To: Alice Bailey, Facilities and Procurement Director

From: Joe Eason, Parks and Recreation Director

Date: 5/1/2008

Re: Award of Bid #22-07/08

I have reviewed the bids to erect a backstop at Willow Creek baseball field and recommend award to Henley's Construction Company of Cheraw, SC. The company performed similar work for our Department in the past and is qualified for this job. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.

FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: May 15, 2008

AGENDA ITEM: Reports to Council
Grant Award E.L. & Theo Windham Charitable Trust

DEPARTMENT: Florence County Parks & Recreation Department
Grants Department

ISSUE UNDER CONSIDERATION:

Council is requested to accept a grant award from the E.L. & Theo Windham Charitable Trust in the amount of \$500 to partially fund the cost of retaining The Scrap Exchange, a business providing "Events by the Truckload," (a children's recycling program) at the Florence County Parks & Recreation Fall Frenzy.

POINTS TO CONSIDER:

1. Florence County Parks & Recreation will utilize the E. L. & Theo Windham Charitable Trust grant funds to aid in booking the Scrap Exchange for the annual Fall Frenzy at Lynches River County Park
2. The grant does not require matching funds.

FUNDING FACTORS:

1. \$500 = Total one-time costs for the E. L. & Theo Windham Charitable Trust grant.

OPTIONS:

1. *(Recommended)* Council is requested to accept the grant from the E. L. & Theo Windham Charitable Trust in the amount of \$500 to secure the Scrap Exchange for use at the Fall Frenzy in the Lynches River County Park and authorize the designation of appropriate general ledger accounts within the Grant Fund.
2. Provide an Alternate Directive.

FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Other Business
Infrastructure Fund
Council District 8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve the expenditure of funds from Council District 8 Infrastructure funding allocation in an amount up to \$8,700.00 for engineering costs to provide plans and specifications as to the feasibility of installing a traffic signal and appurtenances at the intersection of Bellevue Drive and Second Loop Road.

ATTACHMENTS:

1. A copy of the Memorandum indicating the approval of Councilman Schofield.



FLORENCE COUNTY COUNCIL

MEMO

To: Councilman James Schofield, District 8

From: Connie Y. Haselden, Clerk to Council

Cc: Richard A. Starks, County Administrator
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Alice Bailey, Procurement/Facilities Director

Date: May 2, 2008

Re: Infrastructure funding – Traffic Signal @ Bellevue Drive & Second Loop Road

Attached is a copy of correspondence received from Clyde S. Bryce, Jr., P.E./R.L.S., Engineering Consultants, Inc. regarding plans and specifications to install a traffic signal and appurtenances at the intersection of Bellevue Drive and Second Loop Road.

If you recommend this project and funding in an amount up to \$8,700.00 to be paid from Council District 8 Infrastructure funding allocation, please indicate your approval by signing below.

(verbally approved – signature pending)

Approved by James T. Schofield

Date

ENGINEERING CONSULTANTS, INC.**CIVIL ENGINEERS • LAND SURVEYORS**

CLYDE S. BRYCE, JR., PE & RLS

DAVID R. FLOYD, PE & RLS

JAY K. JIUNNIES, PE

2702 S. IRBY STREET (29505)
PO BOX 3894
FLORENCE, SC 29502(843) 669-8823
(843) 665-7697 Faxe-mail:
clyde@tigerengineer.net
randy@tigerengineer.net
jay@tigerengineer.net

May 1, 2008

Mr. James Schofield
Florence, S. C.

Fax #: 662-2411

Re: Traffic Signal @ Bellevue Drive and Second Loop Road
Engineering Cost Estimate

Dear James:

After reviewing the intersection and the drawings, I believe we need to provide the following to accomplish plans and specifications to be able to install a traffic signal and appurtenances at Bellevue Drive and Second Loop Road:

1. Field survey of the intersection and adjacent properties
2. Design the turn lane, reroute, extend, and/or provide drain pipes as needed, design placement of poles, electrical components, and other associated items such as driveways, etc.
3. Provide the turn signal placement, lane markings, and all items associated with traffic signalization.
4. Provide specifications necessary to accomplish all of the above items to meet requirements for installation.

As I mentioned to you this afternoon, there may be some other items we need to address once the field survey is completed; however, I believe we can accomplish these items for a not-to-exceed engineering cost of \$8,700.00. I appreciate your considering us for this work. Please let me know if you need anything else.

Sincerely,

Clyde S. Bryce, Jr. P.E./R.L.S.
ENGINEERING CONSULTANTS, INC.

CSB/dlg

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FLORENCE COUNTY COUNCIL MEETING

May 15, 2008

AGENDA ITEM: Other Business
Infrastructure Fund
Council District 9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve the expenditure of funds from Council District 9 Infrastructure funding allocation in an amount up to \$2,500.00 for layout planning work for the recently leased property adjacent to Ebenezer Park as provided by Kenneth B. Simmons Landscape Architecture and Planning.

ATTACHMENTS:

1. A copy of the Memorandum indicating the approval of Councilman Anderson.



FLORENCE COUNTY COUNCIL

MEMO

To: Councilman H. Morris Anderson, District 9

From: Connie Y. Haselden, Clerk to Council

Cc: Richard A. Starks, County Administrator
Kevin V. Yokim, Finance Director
Joe Eason, Parks & Recreation Department Director
Alice Bailey, Procurement/Facilities Director

Date: May 7, 2008

Re: Infrastructure funding

The cost for layout planning work for the recently leased property adjacent to Ebenezer Park, as provided by Kenneth B. Simmons Landscape Architecture and Planning, is approximately \$2,500.

If you recommend this project and funding in an amount up to \$2,500 to be paid from Council District 9 Infrastructure funding allocations, please indicate your approval by signing below.

(verbally approved – signature pending)

Approved by H. Morris Anderson

Date