

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, JUNE 18, 2009
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 JUNE 4, 2009 REGULAR MEETING [1]
Council Is Requested To Approve The Minutes Of The June 4, 2009 Regular Meeting Of County Council.

VI. **PUBLIC HEARINGS:** [11]

Council will hold public hearing on the following:

A. **ORDINANCE NO. 35-2008/09**
An Ordinance To Re-Establish And Revise Florence County Procurement Policies and Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.

B. ORDINANCE NO. 36-2008/09

An Ordinance To Ratify FY09 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto.

VII. APPEARANCES:

None requested at the time of publication of the agenda.

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)

June 4, 2009 *Ordinance No.01-2009/10 (Budget Ordinance)*

Public Services & County Planning

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

January 17, 2008 *Zoning Ordinance Amendment (Was Ordinance No. 18-2007/08)*
February 5, 2009 *Voter Registration/Election Office Building*
April 2, 2009 *Enforcement Of The Portable Sign Regulation Section 30-202 and 30-205, Including Table VII*
May 7, 2009 *Ordinance No. 28-2008/09 (Amend Section 30-246 Of The Florence County Code To Enhance The General Locational Rules Regarding Accessory Buildings and Uses)*
June 4, 2009 *Ordinance No. 31-2008/09 (Definitions for Incidental Signs)*

Justice & Public Safety

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

April 16, 2009 *Ordinance No. 25-2008/09 (Ambulance Services)*

Education, Recreation, Health & Welfare

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

October 16, 2008 *Air Quality*

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.)

City-County Conference Committee
(Council members Alphonso Bradley/Co-Chair, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

IX. RESOLUTIONS:

None presented at the time of publication of the agenda.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. **ORDINANCE NO. 32-2008/09** [12]
An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And David C. Poole Company, Inc.

2. **ORDINANCE NO. 33-2008/09** [30]
An Ordinance To Declare As Surplus Property And Authorize The Sale Of A Portion Of Real Property Owned By Florence County And Designated As Tax Map Number 90089-02-027 (Lot "B"), And Other Matters Relating Thereto.

3. **ORDINANCE NO. 01-2009/10** [36]
An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2009 And Ending June 30, 2010; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

B. SECOND READING

1. **ORDINANCE NO. 34-2008/09** [49]
An Ordinance To Rezone Property Owned By Thurman L. Graham Located At 1140 N. Matthews Road, Lake City From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 00166, Block 31, Parcel 065 Consisting Of 1.268 Acres.
(Planning Commission approved 11 – 0.) (Council District 1)

2. **ORDINANCE NO. 35-2008/09 (Public Hearing)** [61]
An Ordinance To Re-Establish And Revise Florence County Procurement Policies and Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.

3. **ORDINANCE NO. 36-2008/09 (Public Hearing)** [93]
An Ordinance To Ratify FY09 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto.

4. **ORDINANCE NO. 37-2008/09** [97]
An Ordinance Authorizing The Sale Of Property Owned By Florence County Designated As Tax Map Nos. 90087-08-003, 90087-08-004 And 90087-08-005 To LIBRIS Redevelopment, LLC, And To Authorize The County Council Chairman To Execute An Option To Purchase Real Estate, Subject To County Attorney Review.

C. INTRODUCTION

- ORDINANCE NO. 38-2008/09** [103]
An Ordinance To Rezone Property Owned By Randy H. Coker Located On Devonshire Road, Lake City From R-1, Single-Family Residential District To R-2, Single-Family Residential District Shown On Florence County Tax Map No. 00167, Block 31, Parcel 127 Consisting Of 4.00 Acres.
(Planning Commission approved 6 – 0.) (Council District 1)

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

BOARDS AND COMMISSIONS LIST

[115]

A List Of Current And Approaching Vacancies For Calendar Year 2009 On Boards And Commissions Was Previously Provided To Council.

XII. REPORTS TO COUNCIL:

A. FACILITIES MANAGEMENT DEPARTMENT

AWARD OF BID #42-08/09

[116]

Award Bid #42-08/09 For Roof Replacement At A County Building Located At 1705 West Evans Street To Gardner Roofing, Hartsville, SC In The Amount Of \$89,331, Contingent Upon Receipt Of Funding For The Entire Project From South Carolina Department Of Health And Environmental Control (SCDHEC), Who Currently Leases The Building, And Execution Of An Agreement Concerning The Roof Replacement With SCDHEC. *(Low Bid of 7 Compliant Bids Received)*

B. FINANCE

FY 2010 STATE ACCOMMODATIONS TAX ALLOCATIONS

[122]

Approve The Expenditure Of \$250,000 In State Accommodations Tax Funding Allocations As Recommended By The Accommodations Tax Advisory Committee For FY2009/2010.

C. PROCUREMENT DEPARTMENT

1. CHANGE ORDER – JOHNSONVILLE BRANCH LIBRARY

[124]

Approve A Change Order In The Amount Of \$208,711 For Additional Site Work Costs At The Johnsonville Branch Library.

2. **RFQ PANEL APPOINTMENT** [127]
Request the Appointment of a Council Member to Serve on the Professional Engineering Services RFQ Panel.

3. **SURPLUS PROPERTY** [128]
Authorize Exchange Of Florence County Vehicle #940, A 2005 Ford Crown Vic For A 2000 Ford Crown Vic, Serial #2FAFP71W8YX183569 Currently Owned By Hannah-Salem-Friendfield Fire Department.

4. **SURPLUS PROPERTY** [130]
Authorize The Sale Of Vehicle #610, A 1999 Ford Explorer, To Windy Hill Volunteer Fire Department In The Amount Of \$1,500.

D. RECREATION DEPARTMENT

1. **AWARD OF BID #48-08/09** [133]
Award Bid #48-08/09 For The Exterior Water Treatment Protection (Sealing) At The Environmental Discovery Center To Pendergraft Construction Company, Lake City, SC, In The Amount Of \$33,334.60. *(Low Bid of 4 Compliant Bids Received)*

2. **AWARD OF BID #49-08/09** [136]
Award Bid #49-08/09 For A Partially Enclosed Picnic Shelter For Brooks McCall Park To Ascent Construction, Murrells Inlet, SC, In The Amount Of \$106,000. *(Low Bid of 10 Compliant Bids Received)*

E. SHERIFF'S OFFICE

UNITED STATES DEPARTMENT OF JUSTICE (USDOJ) GRANT [140]
Accept A USDOJ Recovery Act Edward Byrne Memorial Justice Assistance JAG Grant Program Local Solicitation Award From The USDOJ In The Amount Of \$272,523 For Five (5) Additional Law Enforcement Officers And Standard Operating Equipment At The Florence County Sheriff's Office; Acceptance Of The Grant Obligates The County For The Personnel And Operating Costs Of The Five Additional Personnel After The Grant Term Ends.

XIII. OTHER BUSINESS:

None presented at the time of publication of the agenda.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA:

A. ORDINANCE NO. 19-2008/09

At its regular meeting of February 19, 2009 Council deferred second reading of Ordinance No. 19-2008/09: An Ordinance Establishing Regulations For The Securing And Disposition Of Solid Waste, Establishing Procedures For Violations, And Other Matters Relating Thereto.

B. ORDINANCE NO. 25-2008/09

At its regular meeting of April 2, 2009 Council referred this Ordinance to the Committee on Justice & Public Safety: An Ordinance To Amend Florence County Code, Chapter 5, Ambulance Services, In Its Entirety To Establish Procedures Relating To Private Ambulance Services And Other Matters Relating Thereto.

C. ORDINANCE NO. 28-2008/09

At its regular meeting of May 7, 2009, Council referred this Ordinance to the Committee on Public Service & County Planning prior to approval of second reading: An Ordinance To Amend Section 30-246 Of The Florence County Code To Enhance The General Locational Rules Regarding Accessory Buildings and Uses.

(Planning Commission approved 10 – 0.)

D. ORDINANCE NO. 30-2008/09

[142]

At its regular meeting of June 4, 2009, Second Reading of Ordinance No. 30-2008/09 Failed Due to Lack of a Motion: An Ordinance To Rezone Properties Owned By James M. And Christina N. Fender Located At 2506 Pamplico Hwy. And 2328 Dudley Drive, Florence County From B-3, General Commercial District To Unzoned Shown On Florence County Tax Map No. 00180, Block 1, Parcels 161 and 162 Consisting of 2.17 Acres.

(Planning Commission denied 10 – 0.) (Council District 5)

E. ORDINANCE NO. 31-2008/09

[155]

At its regular meeting of June 4, 2009, Council Approved Second Reading of Ordinance No. 31-2008/09 as Amended, and Referred the Ordinance to the Committee on Public Service & County Planning: An Ordinance To Amend Section 30-202, Table VII And Table VIII And Section 30-311, Definitions Of The Florence County Code For Incidental Signs.

(Planning Commission approved 9 – 0.)

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the June 4, 2009 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, JUNE 4, 2009, 9:00 A.M., COUNCIL CHAMBERS
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

K. G. "Rusty" Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary-Chaplain
Mitchell Kirby, Council Member
Russell W. Culberson, Council Member
Johnnie D. Rodgers, Jr., Council Member
J. Ken Ard, Council Member
Alphonso Bradley, Council Member
James T. Schofield, Council Member
Richard A. Starks, County Administrator
James C. Rushton, III, County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Carlie Gregg, Public Works Director
Kevin Yokim, Finance Director
Dusty Owens, Emergency Management Director
William H. Hoge, Planning Director
Ryon Watkins, EMS Director
Robert Franks, IT Director
Ray McBride, Library Director
David Alford, Voter Registration/Elections Director
Chuck Tomlinson, Morning News Staff Writer

A notice of the regular meeting of the Florence County Council appeared in the June 3, 2009 edition of the **MORNING NEWS**. Copies of the agenda were faxed to members of the media and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library and on the County's website (www.florenceco.org).

Chairman Smith called the meeting to order. Secretary-Chaplain Anderson gave the invocation and Vice Chairman Mumford led the Pledge of Allegiance to the American Flag. Chairman Smith welcomed everyone attending the meeting and recognized Celia Urquhart with Senator Lindsey Graham's Office.

APPROVAL OF MINUTES:

Councilman Mumford made a motion Council approve the minutes of the May 7, 2009 regular meeting of County Council. Councilman Culberson seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles and the Chairman declared the public hearing open for the following:

ORDINANCE NO. 32-2008/09

An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And David C. Poole Company, Inc.

ORDINANCE NO. 33-2008/09

An Ordinance To Declare As Surplus Property And Authorize The Sale Of A Portion Of Real Property Owned By Florence County And Designated As Tax Map Number 90089-02-027 (Lot "B"), And Other Matters Relating Thereto.

ORDINANCE NO. 01-2009/10

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2009 And Ending June 30, 2010; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

APPEARANCES:

PRESENTATION OF RESOLUTION

Councilman Mumford made a motion Council approve a Resolution of Appreciation & Recognition to Dusan Fridl for His Contributions and Dedicated Service to the Lake City Community. Councilman Rodgers seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety and Chairman Smith presented a framed Resolution to Mr. Fridl.

REPRESENTATIVES OF THE PEE DEE FEDERAL CREDIT UNION

Sheila Derrick, Director of Marketing and Rosa Butler with the Pee Dee Federal Credit Union Appeared Before Council to Present a Check for the Florence County Animal Control Facility. Ms. Derrick presented Councilman Anderson with a check in the amount of \$1,250. Councilman Anderson thanked the Pee Dee Federal Credit Union for its contribution.

LLOYD V. FLORES, SR., MS. ED. – HOMELESS COALITION FOR THE PD

Mr. Flores And Rev. Dr. Austin Watson Appeared Before Council To Solicit Some Funding Resource Support For The Amount Of \$10,000 Towards Its Six-County Homeless Assistance Program For The Pee Dee Area. Chairman Smith stated the request and information would be taken under consideration and dealt with at a later time.

DYSON CARAWAY

Mr. Caraway Appeared Before Council Regarding Maintenance of Cato Road. (Cato Road is a partially paved and partially rocked road in Council Districts 5 and 6.) Mr. Caraway stated another resident, in the trucking business, was damaging the road with his truck. He requested the County address the issue with the other resident to rectify the situation. Chairman Smith requested County Administrator Richard Starks work with Mr. Caraway, the individual allegedly damaging the road, and Public Works Director Carlie Gregg to reach a resolution on this matter.

DUSTY OWENS, DIRECTOR – EMERGENCY MANAGEMENT

Mr. Owens Provided A Brief Recap Of The Actions Taken By Florence County Emergency Organizations As A Part Of The Response To The Horry County Fire Of April 22-28, 2009. In response to a question from Councilman Kirby, Mr. Owens stated there were a lot of issues to deal with because of the various jurisdictional boundaries that were crossed and a number of after action reviews were conducted to compile documentation of actions that did not go well and how it could be improved, but overall the response went well.

WILLIAM H. HOGE, PLANNING DEPARTMENT DIRECTOR

Mr. Hoge Provided A Presentation On The Impacts On Citizens And The County By People Working Without Building Permits.

COMMITTEE REPORTS:

COMMITTEE ON ADMINISTRATION & FINANCE

Chairman Smith advised that the Committee on Administration & Finance met on Wednesday, May 13th to discuss the fiscal year 2010 budget. He stated the County faced a dilemma largely due to a \$1.6 million cut by the State in the Local Government Fund and an increase of approximately \$300,000 in health insurance costs. The Committee initially recommended a 1% across the board cut in expenditures, set the Household Solid Waste Fee at \$58 and increase the General Fund millage by 2.2 mils. The Chairman stated if there were no objections by Council, the Committee would schedule another meeting, prior to third reading of the Budget Ordinance, to further discuss the matter.

COMMITTEE ON PUBLIC SERVICE & COUNTY PLANNING

Committee Chairman Schofield stated the Committee met May 13th to discuss the items before the Committee and recommended approval of Ordinance No. 26-2008/09 for third reading and denial of second reading of Ordinance No. 30-2008/09. The other items were still being reviewed by the Committee

CITY-COUNTY CONFERENCE COMMITTEE

Committee Co-Chair Bradley stated the Committee met on May 28th and he provided a recap of matters discussed at the meeting.

RESOLUTIONS:

There were no resolutions presented or considered at the meeting.

ORDINANCES IN POSITION:

ORDINANCE NO. 26-2008/09 – THIRD READING

The Clerk published the title of Ordinance No. 26-2008/09: An Ordinance To Amend Sections: 30-30. Table III: Zoning Setbacks; 30-111. Development Standards For Unzoned Areas; 30-202. Table VIII Number, Dimension, And Location Of Permitted Signs By Zoning District; 30-246. Accessory Buildings And Uses; And Other Matters Relating Thereto. Councilman Schofield made a motion to approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 27-2008/09 – THIRD READING

The Clerk published the title of Ordinance No. 27-2008/09: An Ordinance To Amend Section 30-30, Table III, Section 30-48 And Section 30-247 Of The Florence County Code Regarding Zoning Setbacks, Changes In Approved Planned Development Plans And Access To Property. Councilman Bradley made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

ORDINANCE NO. 29-2008/09 – THIRD READING

The Clerk published the title of Ordinance No. 29-2008/09: An Ordinance To Amend Section 30-29, Table II Of The Florence County Code For Revision Of The NAICS Code Reference For Personal Care Services. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Bradley seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2008/09 – SECOND READING

The Clerk published the title of Ordinance No. 30-2008/09: An Ordinance To Rezone Properties Owned By James M. And Christina N. Fender Located At 2506 Pamplico Hwy. And 2328 Dudley Drive, Florence County From B-3, General Commercial District To Unzoned Shown On Florence County Tax Map No. 00180, Block 1, Parcels 161 And 162 Consisting Of 2.17 Acres. Councilman Ard made a motion Council deny second reading of Ordinance No. 30-2008/09. There was no second to the motion. Councilman Ard withdrew the motion. Second reading of the Ordinance failed due to lack of a motion.

ORDINANCE NO. 31-2008/09 – SECOND READING

The Clerk published the title of Ordinance No. 31-2008/09: An Ordinance To Amend Section 30-202, Table VII And Table VIII And Section 30-311, Definitions Of The Florence County Code For Incidental Signs. Councilman Ard made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion. Councilman Schofield made a motion to amend Ordinance No. 31-2008/09, Section Note H to Section 30-202 of Table VIII and also refer the Ordinance to the Committee on Public Service & County Planning. Councilman Anderson seconded the motion, which was approved unanimously. Second reading of the Ordinance as amended was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets, the Chairman closed the public hearings.

ORDINANCE NO. 32-2008/09 – SECOND READING

The Clerk published the title of Ordinance No. 32-2008/09: An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And David C. Poole Company, Inc. Councilman Ard made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 33-2008/09 – SECOND READING

The Clerk published the title of Ordinance No. 33-2008/09: An Ordinance To Declare As Surplus Property And Authorize The Sale Of A Portion Of Real Property Owned By Florence County And Designated As Tax Map Number 90089-02-027 (Lot "B"), And Other Matters Relating Thereto. Councilman Kirby made a motion Council approve second reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

ORDINANCE NO. 01-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 01-2009/10: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2009 And Ending June 30, 2010; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 34-2008/09 – INTRODUCED

The Clerk published the title of Ordinance No. 34-2008/09 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Property Owned By Thurman L. Graham Located At 1140 N. Matthews Road, Lake City From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 00166, Block 31, Parcel 065 Consisting Of 1.268 Acres.

ORDINANCE NO. 35-2008/09 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 35-2008/09 and the Chairman declared the Ordinance introduced: An Ordinance To Re-Establish And Revise Florence County Procurement Policies And Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.

ORDINANCE NO. 36-2008/09 – INTRODUCED

The Clerk published the title of Ordinance No. 36-2008/09 and the Chairman declared the Ordinance introduced: An Ordinance To Ratify FY09 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

PEE DEE WORKFORCE INVESTMENT BOARD

Councilman Bradley made a motion Council Approve The Recommendation Of The Pee Dee Workforce Investment Board For The Appointment/Re-Appointment Of Connie Ford, Carol Anderson, Cindy Bryant, Joyce Hill, and Robbie Hill To Serve On The Pee Dee Workforce Investment Board. Councilman Mumford seconded the motion, which was approved unanimously.

FLORENCE COUNTY MUSEUM BOARD

Councilman Culberson made a motion Council Appoint Kevin Barth to serve on the Florence County Museum Board representing Council District 6, with appropriate expiration term. Councilman Mumford seconded the motion, which was approved unanimously.

SENIOR CENTER COMMISSION

Councilman Anderson made a motion Council appoint Arnie Brown and Mary Baker to serve on the Florence County Senior Center Commission, with appropriate expiration terms. Councilman Mumford seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2009 Through April 30, 2009 As An Item For The Record.

MEMORANDUM OF UNDERSTANDING -- COMMUNITY MUSEUM SOCIETY, INC.

Councilman Rodgers made a motion Council Approve A Memorandum Of Understanding Between Florence County And The Community Museum Society, Inc., aka National Bean Market Museum Of South Carolina (Museum), Regarding The Use Of Local Hospitality Tax Funding To Support The Operation And Maintenance Of The Museum. Councilman Kirby seconded the motion, which was approved unanimously.

EMERGENCY MANAGEMENT DEPARTMENT

GRANT AWARD - S C BUDGET AND CONTROL BOARD

Councilman Rodgers made a motion Council Accept A Grant Made In Accordance With Proviso 63.52 For The 2008-09 Appropriations Act In The Amount Of \$6,842.88 As Approved By The South Carolina Budget And Control Board To Cover The Service Contract For 800 MHz Radio System Costs For First Responder Interoperability For The Florence County Emergency Management Department. Councilman Culberson seconded the motion, which was approved unanimously.

EMERGENCY MEDICAL SERVICES DEPARTMENT

AWARD BID #51-08/09

Councilman Ard made a motion Council Award Bid #51-08/09 For The Purchase Of Ambulance Cots And Other Related Items To Stryker Medical, Portage, MI, In The Amount Of \$134,456.41 And Authorize The Service Contract With Stryker Medical For The Equipment In The Amount Of \$21,060.00. Councilman Bradley seconded the motion, which was approved unanimously.

PUBLIC WORKS DEPARTMENT

AWARD OF BID #43-08/09

Councilman Mumford made a motion Council Authorize The Award Of Bid #43-08/09 For The Extension Of Alex Lee Boulevard To R. E. Goodson Construction Co., Darlington, SC In The Amount Of \$155,173.25. Councilman Anderson seconded the motion, which was approved unanimously.

AWARD OF BID #45-08/09

Councilman Kirby made a motion Council Award Bid #45-08/09 For The Rocking Of Cubie Road And Delosh Road To Weaver Company, Inc., Conway, SC In The Amount Of \$47,690.25. Councilman Rodgers seconded the motion, which was approved unanimously.

AWARD OF BID #46-08/09

Councilman Rodgers made a motion Council Award Bid #46-08/09 For The Rocking Of Brown Road And Claude Road To Weaver Company, Inc., Conway, SC In The Amount Of \$90,324.25. Councilman Culberson seconded the motion, which was approved unanimously.

AWARD OF BID #47-08/09

Councilman Bradley made a motion Council Award Bid #47-08/09 For The Resurfacing Of Ivy Lane And Magnolia Drive To Weaver Company, Inc., Conway, SC In The Amount Of \$25,192.00. Councilman Mumford seconded the motion, which was approved unanimously. In response to a question by Councilman Bradley, Mr. Starks responded that an anticipated timeline was stated in bid documents but if Council included a specific tight timeline it could potentially increase the cost of the project. Mr. Starks stated staff would further review the option of including a statement that would not potentially increase costs for the project.

AWARD OF BID #50-08/09

Councilman Rodgers made a motion Council Award Bid #50-08/09 To Place Crushed Asphalt On Moulds Road To Palmetto Corporation, Conway, SC In The Amount Of \$35,098.00. Councilman Culberson seconded the motion, which was approved unanimously.

TAX ASSESSOR

LATE FARM APPLICATIONS

Councilman Mumford made a motion Council Extend The Deadline For Application Consideration; Authorize Parcels To Be Considered; And Close The Filing Deadline. Councilman Kirby seconded the motion, which was approved unanimously.

TREASURER'S OFFICE – DELINQUENT TAX DIVISION

QUARTERLY REPORTS

Pursuant To The Policies Approved September 17, 1998 And Amended June 5, 2003, The Florence County Treasurer's Office, Delinquent Tax Division Provided Council With Quarterly Reports On Properties Coded "I" For Investigation And Tax Notices Processed As Nulla Bona As An Item For The Record.

OTHER BUSINESS:

INFRASTRUCTURE FUND

RESURRECTION RESTORATION CENTER FOR THE HOMELESS

Councilman Bradley made a motion Council Approve The Expenditure Of Funds From Council District 3 (And Other Districts As Annotated On The Approving Memorandum) Infrastructure Funding Allocations In An Amount Approximating \$18,000 To Assist The Resurrection Restoration Center For The Homeless With Repairs And Replacement Of Flooring And Food Preparation Equipment. Councilman Mumford seconded the motion, which was approved unanimously.

UTILITY SYSTEM FUND

HOWE SPRINGS FIRE DISTRICT

Councilman Mumford made a motion Council Approve The Expenditure Of Funds From Council District 4 Utility System Funding Allocation In An Amount Up To \$2,670 To Assist The Howe Springs Fire District With Hooking The Station Up To City Water. Councilman Culberson 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 5 Utility System Funding Allocation In An Amount Up To \$2,550 To Assist The South Lynches Fire Department With Correcting An Ongoing Sewer Problem At The Coward Fire Station. Councilman Kirby seconded the motion, which was approved unanimously.

EBENEZER PARK

Councilman Anderson made a motion Council Approve The Expenditure Of Funds From Council District 9 Utility System Funding Allocation In An Amount Up To \$20,000 For Progress Energy To Install Underground Relocated Service Lines To The Ebenezer Park Land Parcel. Councilman Mumford seconded the motion, which was approved unanimously.

The following item was approved as an addition to the agenda:

McIVER ROAD

Councilman Mumford made a motion Council Approve The Expenditure Of Funds From Council District 7 Utility Funding Allocation In An Amount Up To \$6,788.00 To Install 336' Of 24" RCP Pipe At 652 McIver Road And 698 McIver Road. Councilman Culberson seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Schofield made a motion Council Enter Executive Session To Discuss Contractual Matters Concerning Economic Development, Contractual Matters Concerning Pending Real Property Transactions And Pending Legal Matters. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered executive session at 10:03 a.m. Council reconvened at 11:07 a.m. Councilman Mumford did not return to the meeting from Executive Session.

LEASE AGREEMENT - T-MOBILE TOWER

Councilman Ard made a motion Council Approve A Lease Agreement With T-Mobile South, LLC For Space On Florence County's Communications Tower Located In Lake City In The Monthly Amount Of \$1,800 For An Initial Term Of Five Years. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 37-2008/09

The Clerk published the title and the Chairman declared Ordinance No. 37-2008/09 Introduced By Title Only: An Ordinance Authorizing The Sale Of Property Owned By Florence County Designated As Tax Map Nos. 90087-08-003, 90087-08-004 And 90087-08-005 To LIBRIS Redevelopment, LLC, And To Authorize The County Council Chairman To Execute An Option To Purchase Real Estate, Subject To County Attorney Review.

US 76 WIDENING

Councilman Kirby made a motion Council Amend The Highway 76 Scope Of Work To Brockington Street, Timmonsville. Councilman Anderson seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 11:10 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 35-2008/09

An Ordinance To Re-Establish And Revise Florence County Procurement Policies And Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.

ORDINANCE NO. 36-2008/09

An Ordinance To Ratify FY09 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Third Reading - Ordinance No. 32-2008/09

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And David C. Poole Company, Inc.)

OPTIONS:

1. *(Recommended)* Third Reading of Ordinance No. 32-2008/09.
2. Provide an Alternate Directive

ATTACHMENTS:

1. Ordinance No. 32-2008/09.
2. Infrastructure Financing Agreement.

Sponsor(s) : County Council
First Reading/Introduction : May 7, 2009
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : June 4, 2009
Second Reading : June 4, 2009
Third Reading : June 18, 2009
Effective Date : Immediately

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

ORDINANCE NO. 32-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And David C. Poole Company, Inc.)

WHEREAS:

1. David C. Poole Company, Inc., a corporation organized and existing under the laws of the State of South Carolina (the "Company") is considering an investment in a distribution facility in Florence County, South Carolina, (the "County"), through the acquisition of land, the construction of improvements, and/or the installation of machinery and equipment on property in the County (the "Project"), which is anticipated to result in a total investment of approximately \$3,500,000 in land, buildings, machinery, and equipment and generate payments in lieu of taxes as a result of its location in a multi-county industrial park; and
2. The Company has considered a number of sites but has selected the former Wellman site as the location for the Project; and
3. The County has offered a fee in lieu of tax ("FILOT") incentive, but the Project is unlikely to qualify for a traditional FILOT incentive as a result of the Company's moving into an existing facility and expending funds for the refurbishment of existing machinery and equipment; and
4. The County has determined that the Project is of great importance to the County by preserving a portion of the Wellman investment and offsetting job losses that ensued from the Wellman closure, thereby substantially reducing the impact of the closure; and
5. The County wishes to enter into an Infrastructure Financing Agreement (the "Credit Agreement") which provides for special source revenue credits against the Company's payments in lieu of taxes under Title 4 of the South Carolina Code of Laws, 1976, as amended (the "Act"), pursuant to Sections 4-1-175 and 4-29-68 thereof; and
6. The Company has caused to be prepared and presented to the County the form of the Credit Agreement for review and consideration.

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

1. The County has determined, with any required assistance from the South Carolina Department of Commerce or the Board of Economic Advisors, that the purposes to be accomplished by the Project are proper governmental and public purposes; that the inducement of the location of the Project within the State of South Carolina is of paramount importance; that the benefits of the Project are greater than the costs; that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.
2. The granting of the credits in the Credit Agreement in the amount of 25% of the Company's payments in lieu of taxes resulting from the Project, for a period of 20 years, is hereby approved in accordance with the Credit Agreement terms, and the Chairman is hereby authorized and directed to execute and deliver the Credit Agreement in substantially the form as submitted herewith, with any changes, insertions, and omissions as may be approved by the Chairman with the advice of the County Attorney, his execution being conclusive evidence of his approval.
3. The County represents that the property on which the Project is located is included in a joint industrial and business park and will remain in such a park for the duration of the Credit Agreement. To the extent it is determined that the property on which the Project is located is not included in a park at any time prior to the termination of the Credit Agreement, the County authorizes a revised special source revenue credit to approximate the total savings that the Credit Agreement was intended to provide if the property were so included.
4. The South Carolina Department of Revenue has determined that the Project is to be treated for property tax purposes (including payments in lieu of taxes) as a distribution facility, with real property appraised by the County and assessed at 6% and personal property appraised by reference to its depreciated value for income tax purposes and assessed at 10.5%. To the extent that the Project is recharacterized for property tax purposes (including payments in lieu of taxes) at any time prior to the expiration of this Agreement such that the Company's property tax payments or payments in lieu of taxes with respect to the Project are higher than they would be based on the calculation formulas set forth above, the County authorizes an amendment to the special source revenue credits to provide the savings that a fee in lieu of tax arrangement with a 6% assessment ratio and a fixed millage rate of 360.8 mills would have provided.
5. The consummation of all transactions contemplated by the Credit Agreement are hereby approved.
6. The Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the transactions contemplated by the Credit Agreement.

- 7. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
- 8. This Ordinance shall become effective immediately upon third reading and approval by the Council.
- 9. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.
- 10. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ATTEST:

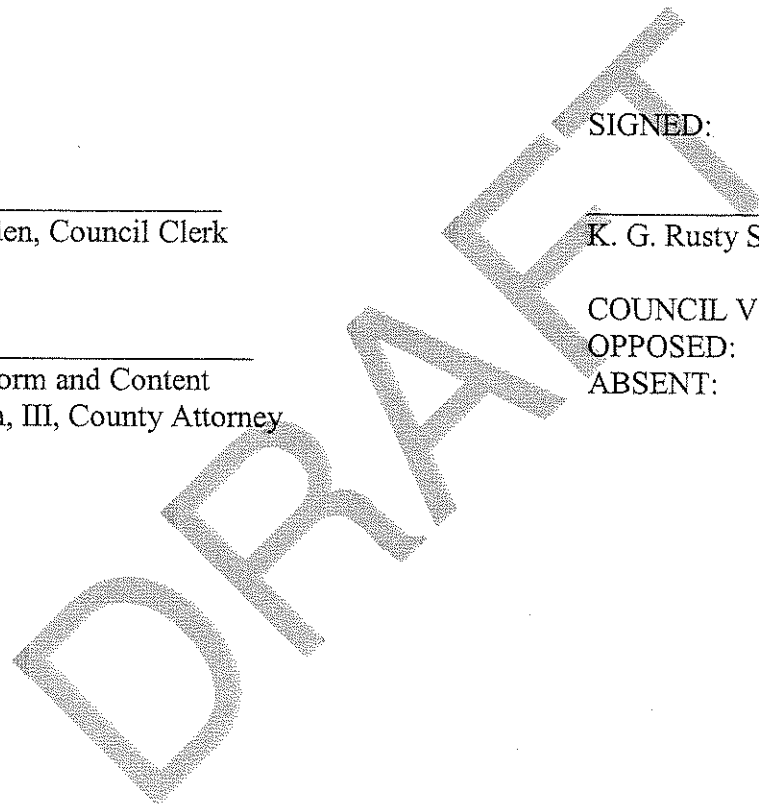
Connie Y. Haselden, Council Clerk

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned, Clerk to County Council of Florence County, South Carolina ("County Council") DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on May 7, 2009, May 21, 2009, and June 4, 2009. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on May 21, 2009, and notice of the public hearing was published in the Florence Morning News on April 27, 2009. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

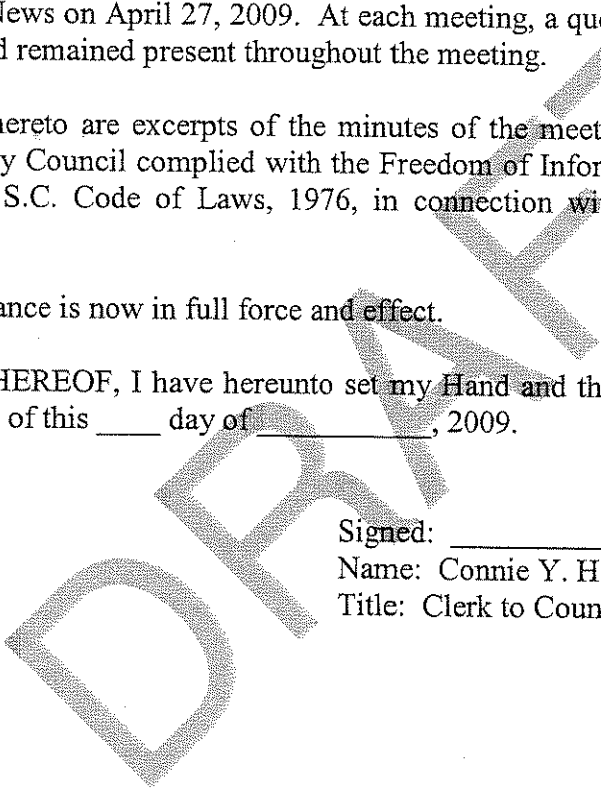
Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County Council, South Carolina, as of this ____ day of _____, 2009.

(SEAL)

Signed: _____
Name: Connie Y. Haselden
Title: Clerk to County Council



INFRASTRUCTURE FINANCING AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA

and

DAVID C. POOLE COMPANY

DATED

Dated as of June 18, 2009

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT, dated as of June 18, 2009 (the "Agreement"), between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and DAVID C. POOLE COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the South Carolina Code of Laws, 1976, as amended, to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving Florence County and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of Florence County; and

WHEREAS, the Company is considering an investment in a distribution facility on the land described on the attached Exhibit A (the land as so improved by such facilities is hereinafter referred to as the "Project"); and

WHEREAS, the County and Williamsburg County have established a joint industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint Industrial and Business Park (the "Park Agreement"), dated December 6, 1999, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the Park Agreement encompasses the property on which the Project is located; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes which will be distributed to Williamsburg County (the "Williamsburg Fee Payments") and to Florence County (the "Florence Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County has agreed to provide a special source revenue credit (the "SSRC") for the Company to acquire and construct certain infrastructure, real estate, and improvements thereon with respect to the Project (the "Infrastructure") by means of providing a credit against the Florence Fee Payments equal to 25% of such Florence Fee Payments for a period of 20 years; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on June 18, 2009, following a public hearing held on June 4, 2009, in compliance with the terms of the Act.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

"Company" shall mean David C. Poole Company, Inc., its successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications, and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“Event of Default” shall mean, with reference to this Agreement, any of the occurrences described in Section 5.01 hereof.

“Florence Fee Payments” shall mean payments in lieu of taxes made to the County with respect to the Project as required by the Park Agreement.

“Infrastructure” shall mean the Project’s infrastructure, real estate and all improvements thereon, as are permitted under the Act.

“Ordinance” shall mean the ordinance enacted by the County Council on June 18, 2009 authorizing the execution and delivery of this Agreement.

“Park” shall mean the joint industrial and business park established pursuant to the terms of the Park Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated December 6, 1999, between the County and Williamsburg County, South Carolina, as amended or supplemented.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Special Source Revenue Credits” (or “Credits”) shall mean the credits to the Company’s payments in lieu of taxes to reimburse the Company for the Cost of the Infrastructure in the amounts set forth in Section 3.03 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for the construction of the Infrastructure for the purpose of promoting the economic development of Florence County, South Carolina.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge, or encumbrance under the provisions of (i) the constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization, or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best knowledge of the County is there any basis therefor.

(f) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(g) The County represents that the property on which the Project is located is included in the Park and shall remain included in a joint county industrial and business park for the duration of this Agreement. To the extent it is determined that the property on which the Project is located is not included in a Park at any time prior to the termination of this Agreement, the County authorizes a revised Special Source Revenue Credit to approximate the total savings that the Credit Agreement was intended to provide if the property were so included.

(h) The South Carolina Department of Revenue has determined that the Project is to be treated for property tax purposes (including payments in lieu of taxes) as a distribution facility, with real property appraised by the County and assessed at 6% and personal property appraised by reference to its depreciated value for income tax purposes and assessed at 10.5%. To the extent that the Project is recharacterized for property tax purposes (including payments in lieu of taxes) at any time prior to the expiration of this Agreement such that the Company's property tax payments or

payments in lieu of taxes with respect to the Project are higher than they would be based on the calculation formulas set forth above, the County agrees to amend the Special Source Revenue Credits to provide the savings that a fee in lieu of tax arrangement with a 6% assessment ratio and a fixed millage rate of 360.8 mills would have provided.

(i) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally. In the event that the Company files for bankruptcy protection during the term of this Agreement, the Company hereby admits for purposes of the bankruptcy protection proceedings that the Company's pre-petition and post-petition payments in lieu of taxes are to be accorded the same treatment and priority as property tax payments.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in Florence County and in the State of South Carolina.

(e) The Company anticipates that it has invested or will invest approximately \$3.5 million in the Project.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the Infrastructure is substantially completed and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Special Source Revenue Credits.

(a) Commencing at the Company's option, the County hereby promises to provide the Company a credit equal to 25% of the Florence Fee Payments, for a period of 20 years. THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FLORENCE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Special Source Revenue Credits against the Florence Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Florence Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company, or its assignee of such payments, under this Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES; NONWAIVER

SECTION 5.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement, or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). Likewise, if the Company shall fail duly and punctually to perform any covenant, condition, agreement, or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of 30 days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company by first-class mail, the Company shall be in default under this Agreement (likewise an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the other party to account as if it were the trustee of an express trust for the Company or the County, as the case may be;

(d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company or the County, as the case may be; or

(e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any

other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Florence County, South Carolina
Attn: Florence County Administrator
180 North Irby Street
Florence, SC 29501

(b) if to the Company: David C. Poole Company
Attn: David C. Poole
P.O. Box 2107
Greenville, SC 29602

with a copy to: Haynsworth Sinkler Boyd, P.A.
Attn: Benjamin T. Zeigler
P.O. Box 6617
Florence, SC 29502-6617

The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

(Signature Page Follows)

DRAFT

IN WITNESS WHEREOF, Florence County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and David C. Poole Company, Inc. has caused this Agreement to be executed by its authorized officer, all effective as of the day and year first above written.

FLORENCE COUNTY,
SOUTH CAROLINA

(SEAL)

Signed: _____
Name: K.G. "Rusty" Smith, Jr.
Title: Chairman of County Council

ATTEST:

Signed: _____
Name: Connie Y. Haselden
Title: Clerk to County Council

DAVID C. POOLE COMPANY, INC.

Signed: _____
Name: David C. Poole
Title: President

DRAFT

EXHIBIT A

All that certain piece, parcel or tract of land located, lying and being in the County of Florence, State of South Carolina, containing 33.90 acres, more or less, as shown on a plat prepared for David C. Poole Co. by Kellahan & Associates, dated May 24, 2007, last revised June 21, 2007, recorded in the Office of the Register of Deeds for Florence County in Plat Book 92 at page 177, reference to which plat is hereby made for a metes and bounds description of the said land.

TMS # 432-05-210

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Third Reading - Ordinance No. 33-2008/09

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Declare As Surplus Property And Authorize The Sale Of A Portion Of Real Property Owned By Florence County And Designated As Tax Map Number 90089-02-027 (Lot "B"), And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 33-2008/09.
2. Provide an Alternate Directive

ATTACHMENTS:

1. Ordinance No. 33-2008/09.
2. Appraisal Summary dated January 12, 2009, prepared by Fowler Appraisal Company.
3. Correspondence from Michael Busbee, Bucks MP, LLC.
4. Plat dated February 4, 2009 depicting subject property.

Sponsor(s) : County Council
 First Reading/Introduction : May 7, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 4, 2009
 Second Reading : June 4, 2009
 Third Reading : June 18, 2009
 Effective Date : Immediately

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

ORDINANCE NO. 33-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Declare As Surplus Property And Authorize The Sale Of A Portion Of Real Property Owned By Florence County And Designated As Tax Map Number 90089-02-027 (Lot "B"), And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County currently owns property designated as Tax Map Number 90089-02-027, and situated on said property are the Florence County Recreation Department offices; and
2. Said property contains a strip of land measuring approximately 1,983 square feet and situated on the southern section of the parcel that has been accidentally encroached upon by an adjacent business by its use as a parking lot; and
3. The owner of said business desires to purchase this area of property from the county at the appraised value of Six Thousand (\$6,000.00) Dollars to combine with its parcel of land; and
4. The County has no future plans for the property and requests that County Council declare it surplus property and authorize the sale thereof.

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

1. The portion of Tax Map No. 90089-02-027 containing approximately 1,983 square feet and designated as Lot "B" on a plat prepared by Nesbitt Surveying Company for Florence County, dated February 4, 2009, is hereby declared surplus property.
2. The sale of said portion of Tax Map No. 90089-02-027 to Bucks MP, LLC for the appraised value of Six Thousand (\$6,000.00) Dollars is hereby authorized.
3. The County Administrator is authorized to proceed with the sale of the property and to execute any associated documents, subject to review by the County Attorney.
4. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
5. 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:

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

OPPOSED:
 ABSENT:

**APPRAISAL
COMPANY**

REAL ESTATE APPRAISERS AND CONSULTANTS

ANDREW H. FOWLER, MAI
ERNEST R. ENGLISH, JR., SRA
GLORIA R. "TONI" ADAMS
R. BRYANT SANBURY, JR.

January 12, 2009

Mr. Richard Starks
County Administrator
Florence County
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Starks:

At your request, I have inspected the property owned by the County of Florence and located on Cherokee Road in the city limits of Florence, South Carolina. The site is 10' wide and contains 1,983 square feet. It has no improvements of value.

The purpose of the inspection was to gather information necessary for the preparation of a reasonably documented estimate of the Market Value of the fee simple interest in the property, as of January 10, 2009. The appraisal is communicated through a Summary Appraisal Report that, in my opinion, conforms to the requirements outlined in the 2008-2009 Edition of the Uniform Standards of Professional Appraisal Practice.

I have not been provided with an environmental study of the subject site. I assume that it is environmentally clean and free of hazardous materials. Should this not be the case, my value estimate could be affected.

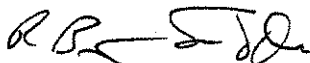
I certify that, to the best of my knowledge and belief, the statements and conclusions in this report are thorough and correct. I certify that I have no interest in the property and that neither the employment to make this appraisal nor the compensation received is contingent upon the value reported.

II

Based on the data and analysis contained in this report, it is my opinion that the Market Value of the fee simple interest in the property, as of January 10, 2009 is:

SIX THOUSAND DOLLARS
(\$6,000)

Respectfully submitted,



R. Bryant Sansbury, Jr.
S. C. State Certified General Real Estate Appraiser
Certificate No. CG 2651


Florence County South Carolina

Re: Florence County Recreation Property

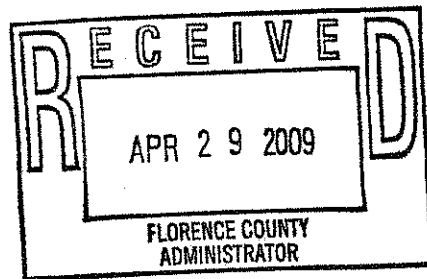
Dear Mr. Starks

I received your letter about the property at 113 Cherokee Road an ally 10 feet by 190feet on the East side of my property. You had it appraised at \$6,000.00 and offered it to Bucks MP LLC for Purchase. I have no problem with buying the property to make the a permanent solution to the Problem.

Sincerely,

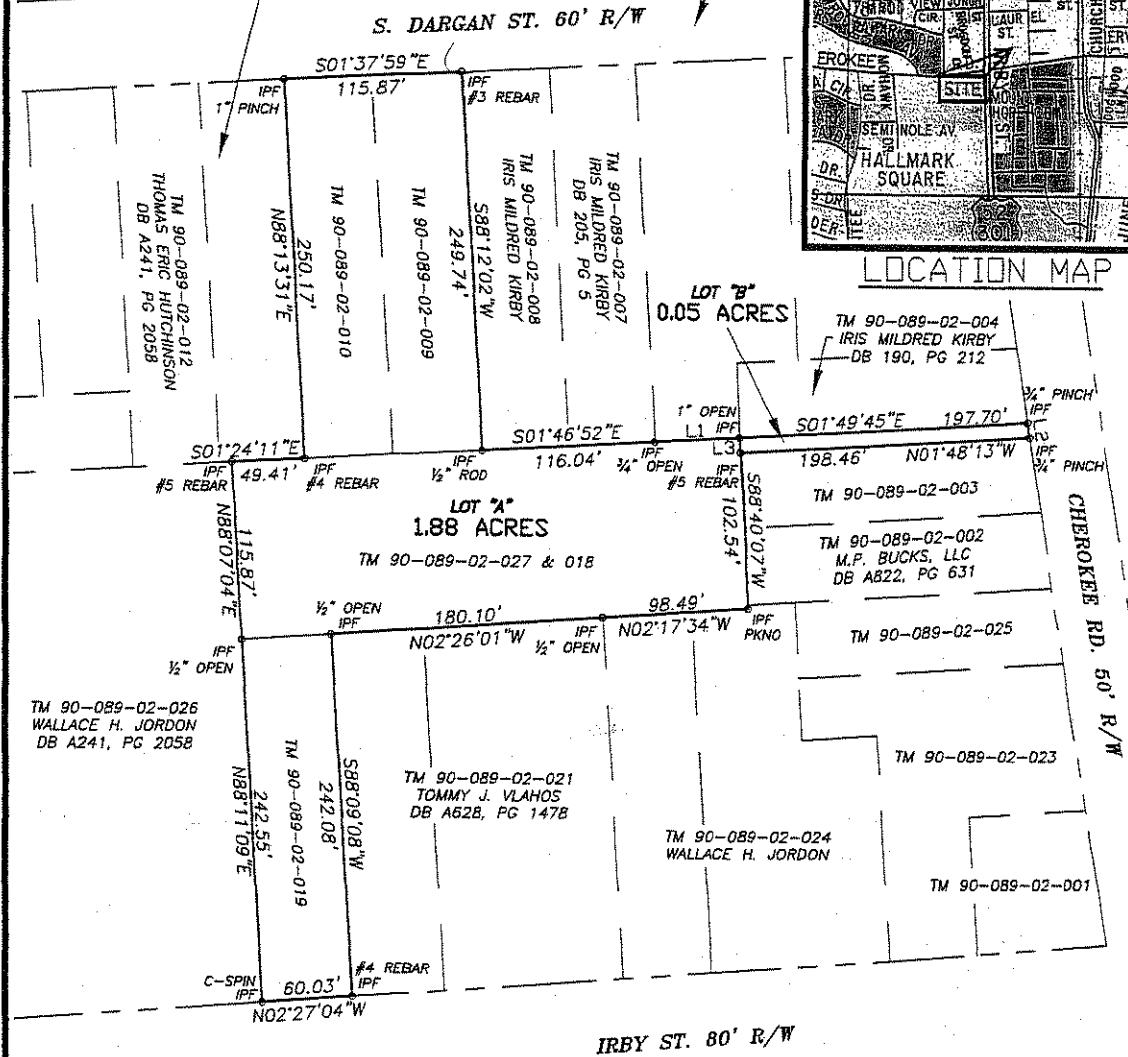
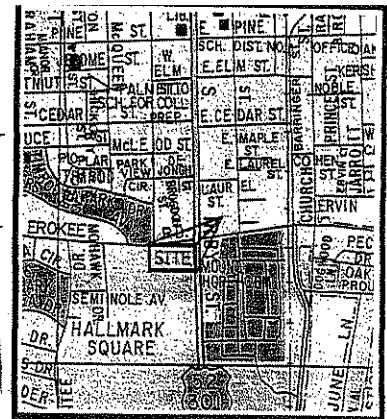

Michael Busbee

Bucks MP LLC



TM 90-089-02-011
THOMAS ERIC HUTCHINSON
DB A507, PG 1308

TM 90-089-02-006
COMMANDER HEALTHCARE FACILITIES
DB A561, PG 1879



LOCATION MAP

LINE TABLE		
LINE	LENGTH	BEARING
L1	57.84	N01°45'37"W
L2	10.09	N82°36'50"E
L3	9.96	S86°56'31"W

FLORENCE COUNTY
SOUTH CAROLINA

PLAT

OF 2 LOTS LOCATED IN THE CITY OF FLORENCE, FLORENCE COUNTY, SOUTH CAROLINA BEING THOSE PROPERTIES SHOWN AS TAX MAP 90-089-02 PARCELS 09, 010, 018, 019, & 027. SURVEYED FOR:

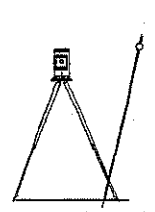
FLORENCE COUNTY

90-089-02-019, 018.

DATE: FEB. 4, 2009 JOB NO: 09068 FLD BK: PAGE: REF JOB NO: TM#: 027, 010, & 009

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 45041C0142D, EFFECTIVE DATE, DEC. 16, 2004 AND FOUND THE SUBJECT PROPERTY TO NOT BE IN A FLOOD ZONE.

NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY. UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.

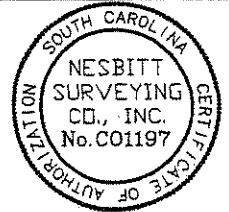


NESBITT SURVEYING CO., INC.
4340 ALLIGATOR ROAD
U.S. HIGHWAY 76 & ALLIGATOR ROAD
TIMMONSVILLE, S.C. 29161
PHONE (843) 346-3302

SCALE 1" = 100 FT

0 50 100 200
GRAPHIC SCALE

David A. Nesbitt
DAVID A. NESBITT RLS NO 7623



FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Third Reading of Ordinance No. 01-2009/10

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, 2009 And Ending June 30, 2010; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof, And To Provide For Other Matters Related Thereto.

POINTS TO CONSIDER:

1. Ordinance No. 01-2009/10 is the budget ordinance for next fiscal year.
2. Decisions at the State level have cut the State Local Government Fund revenue to the Florence County General Fund by \$1,600,000 and increased State health insurance premiums by \$350,000. The combined total negatively impacts the General Fund by about \$2,000,000 annually.
3. Ordinance No. 1-2009/10, as originally introduced, addressed this negative impact by adjusting the Solid Waste Household Fee to \$89 to eliminate all subsidies to the Solid Waste Management Fund of approximately, currently \$2,000,000 annually from the General Fund.
4. The Administration and Finance Committee has recommended that Ordinance No. 01-2009/10 be amended to address this negative impact by cutting the expenditure portion of the budget by 1%, by increasing the General Fund millage rate by 2.2 mills, and by increasing the Solid Waste Household Fee to \$58.
5. The Recreation Commission has recommended an increase in the fee for a 4-hour picnic shelter rental to \$30 from \$20 and in the fee for evening field rental to \$250 from \$200.

FUNDING FACTORS:

NONE

OPTIONS:

1. *Approve as presented.*
2. Amend to include the recommendations of the Committee on Administration and Finance and approve as amended.
3. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 01-2009/10

Sponsor(s) : County Council
 Introduction : May 7, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 4, 2009
 Second Reading : June 4, 2009
 Third Reading : June 18, 2009
 Effective Date : July 1, 2009

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

ORDINANCE NO. 01-2009/10

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, 2009 And Ending June 30, 2010; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

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 2009-2010 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>FY09</u>	<u>FY10</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 FY10 debt service millages are shown for informational purposes only and is subject to adjustment by the County Auditor.)

	Operating Mills		Estimated	Total
	FY09	FY10	Debt Mills FY10	
Johnsonville Rural Fire District	24.0	24.0	4.1	28.1
Sardis-Timmonsville Rural Fire District	15.0	15.0	0.0	15.0
Howe Springs Fire District	19.4	19.4	8.0	27.4
Hannah-Salem-Friendfield Fire District	18.0	18.0	8.0	26.0
West Florence Rural Fire District	8.0	8.0	0.0	8.0
Windy Hill/Olanta Rural Fire District	24.5	24.5	2.0	26.5
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, 2009.

Any fire district debt service millage will remain in effect for the entire fire district in which is was levied until the associated debt has been completely paid, regardless if a portion of the fire district is annexed by a municipality.

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	\$49,807,832
45	Debt Service Fund*	\$ 3,769,173
111	Economic Development Capital Project Fund	\$ 1,663,200
112	Economic Development Partnership Fund*	\$ 460,000
121	65% State Accommodations Tax (2%) Fund*	\$ 250,000
122	30% State Accommodations Tax (2%) Fund*	\$ 120,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,752,153
124	Local Hospitality Tax Fund*	\$ 694,271
131	District Utility Allocation Fund*	\$ 2,668,150
132	District Infrastructure Allocation Fund*	\$ 1,771,836
133	District Rocking and Paving Fund*	\$ 2,030,824
145	Sheriff Camps Fund*	\$ 42,680
146	Sex Offender Registry Fund*	\$ 21,450
151	Law Library Fund*	\$ 90,000
153	Road Maintenance Fund*	\$ 3,370,825
154	Victim/Witness Fund*	\$ 368,251
155	Solicitor Check Law Fund*	\$ 120,000
421	Solid Waste Management Fund*	\$ 4,344,219
431	E-911 System Fund*	\$ 692,091
	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, 2009 through June 30, 2010. 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 \$3,769,173 for Debt Service provided by this Ordinance.

g. Landfill Fund Balance Appropriations (nonrecurring): The sum of \$520,000 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 the construction of Phase 3 of the Animal Control Facility, purchase blade servers, and continue the energy efficient vehicle and building programs previously begun by Florence County Council.

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. The Solicitor and Public Defender shall reimburse Florence County for the cost of these supplements, including applicable fringe benefits, on a monthly basis. 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. FY10 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 2009. 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 \$14,000 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 continue restructuring the pay structure for certain employees in the Tax Assessor Department.

k. Local Hospitality Tax Fund: The County Administrator is hereby authorized to determine and establish pay grades and positions for the Local Hospitality Tax Fund within the County's compensation and classification plan.

l. Retiree Health Insurance: Ordinance #15-87/88 is hereby amended to require retirees file for Medicare coverage as their primary insurer when they become eligible.

m. Victim/Witness Fund: The Solicitor agrees to sign a Memorandum of Understanding with the County stating that he will reimburse Florence County for any payments made from his portion of the Victim/Witness Fund that the State of South Carolina may find to be ineligible expenditures of Victim/Witness funds

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 \$43,000 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 \$35.52 to \$89.00 effective for fiscal year 2009-2010.

Fee for copies under the Freedom of Information Act policy: In order to defray the increased cost of making copies as required by the County's Freedom of Information Act policy, the fee for these copies is increased from 25 cents per copy to 35 cents per copy.

Florence County Detention Center meal charges: In order to defray the cost of preparing meals at the Florence County Detention Center, meal tickets for individuals other than inmates are hereby established at \$2 per meal for those dining in and \$3 per meal for those taking meals out of the Detention Center. Staff scheduled to work a 12 hour shift whose duties do not allow them to leave the Detention Center will receive one meal free of charge.

Florence County Detention Center inmate medical charges: In order to defray the cost of medical treatment for inmates housed at the Florence County Detention Center, a medical charge of \$5 per procedure is hereby established effective July 1, 2009.

Emergency Medical Services Fee Schedule: Effective July 1, 2009, the fee schedule for emergency medical services will be as follows:

	<u>FY09</u>	<u>FY10</u>
Basic Life Support (BLS)	\$325	\$350
Advanced Life Support (ALS)	\$375	\$425
Advanced Life Support II (ALS2)	\$400	\$450
Treatment/No Transport	\$175	\$175
Mileage rate per mile	\$ 8	\$ 8

Case Management System On-line Payment Fee: The convenience fee for using the case management system's on-line payment engine in accordance with the fees approved and charged by the South Carolina eGovernment Oversight Committee is hereby established at 1.70% of the transaction amount plus \$1.00 per transaction.

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. If the contracts for FY10 are not signed prior to June 30, 2009, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be eliminated in FY10.

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. In addition, the County Administrator is hereby authorized and required to execute any contracts between the Florence County Detention Center and the South Carolina Department of Corrections.

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. Independent Contractor's contracts or agreements for various services at the Florence County Detention Center: The County Administrator is hereby authorized to execute independent contractor's contracts and/or agreements for the provision of medical, mental health, psychological, polygraph, and commissary services at the Florence County Detention Center at the recommendation of the Florence County Sheriff.

j. Planning and Building Inspection Agreements with Municipalities: The County Administrator is hereby authorized to extend agreements previously authorized by County Council for the provision of planning and building inspection services by the County for various municipalities within Florence County.

k. Release of Note Receivable: The County Administrator is hereby authorized to execute the necessary documents to release the note receivable executed by Florence County Council on March 5, 2009.

l. CVB Agreement: The County Administrator is hereby authorized to execute a memorandum of understanding with Florence Convention and Visitors Bureau, a division of Pee Dee Tourism, aka the CVB, permitting Pee Dee Tourism to use the County's EIN on the CVB's annual SCPRM marketing grant application.

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 122), 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 122) 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.

SECTION 16. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 17. 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

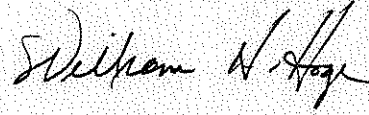
COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 18, 2009

AGENDA ITEM: Ordinance No.34-2008/09
Second Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Thurman L. Graham Located At 1140 N. Matthews Road, Lake City From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 00166, Block 31, Parcel 065 Consisting Of 1.268 Acre.]

POINTS TO CONSIDER:

1. The property is located in Council District 1.
2. The subject property is currently being utilized as a teen center/civic or service organization.
3. The applicant wishes to continue the use of the property as a teen center and minimal sale of snacks.
4. The property is currently zoned RU-1, Rural Community District.
5. The applicant wishes to rezone the property to a B-3, General Commercial District.
6. The property is surrounded by a baseball field and commercial, residential and vacant properties.
7. The property is presently designated as a Developing Residential area and does not comply with the current Comprehensive Plan.
8. However, the Future Comprehensive Plan Land Use Map will be presented before Planning Commission at a workshop in May of 2009.
9. The subject property according to the Future Land Use Map is designated as a Commercial Growth Preservation area.
10. Therefore, the applicant's request to rezone this property to B-3 will comply with the Future Comprehensive Plan Land Use Map.

OPTIONS:

1. *(Recommended)* Approve the Ordinance as Presented.
(Planning Commission approved 11-0)(Council District 1).
2. Provide An Alternate Directive.

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 34-2008/09
2. Staff report for PC#2009-17
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Zoning Ordinance information

Sponsor(s) : Planning Commission
 Planning Commission Consideration : April 28, 2009
 Planning Commission Public Hearing : April 28, 2009
 Planning Commission Recommendation : April 28 2009 [Approved 11-0]
 First Reading/Introduction : June 4, 2009
 Committee Referral : N/A
 Second Reading : June 18, 2009
 Third Reading : July 16, 2009
 Effective Date : Immediately

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

ORDINANCE NO. 34-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Thurman L. Graham Located At 1140 N. Matthews Road, Lake City From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 00166, Block 31, Parcel 065 Consisting Of 1.268 Acre.]

WHEREAS:

1. Section 30-291 of the Florence County Code establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are 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. Section 30-297 of the Florence County Code republished January 2008, 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 Planning Commission at a public hearing on April 28, 2009.

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

1. Property located at 1140 N. Matthews Road bearing Tax Map 00166, Block 31, Parcel 065 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:

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:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
April 28, 2009
PC#2009-17
ORDINANCE NO. 34-2008/09**

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

Location: Property located 1140 N. Matthews Road, Lake City

Tax Map Number: 00166, Block 31, Parcel 065

Council District(s): 1; County Council

Owner of Record: Thurman L. Graham

Applicant: Thurman L. Graham

Land Area: 1.268 acre

Existing Land Use and Zoning:

The subject property is currently used as a Teen Center, Civic Service Organization which is zoned RU-1, Rural Community District in Florence County.

Proposed Land Use and Zoning:

The applicant is proposing to rezone the subject property to B-3, General Commercial District. The request is to allow for a Teen Center and a Civic Service Organization with sales of snacks during the day.

Surrounding Land Uses and Zoning

North: Baseball field / RU-1/ Florence County
South: Single-family residential /RU-1/ Florence County
East: Vacant /RU-1/ Florence County
West: Commercial/B-3/ Florence County

Florence County Comprehensive Plan:

The subject property is located in a Developing Residential area according to the current Comprehensive Plan Land Use Map. While the applicant has requested to rezone this property to B-3, this request does not comply with the current Comprehensive Plan. However, the Future Comprehensive Plan Land Use Map will be presented before Planning Commission at a workshop in May of 2009. The subject property on this map is located in a Commercial Growth Preservation area. The applicant's request to rezone this property to B-3 will comply with the Future Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of N. Matthew Road Lake City, SC.

Water and Sewer Availability- These services are provided by the City of Lake City. No public sewer at this time.

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.

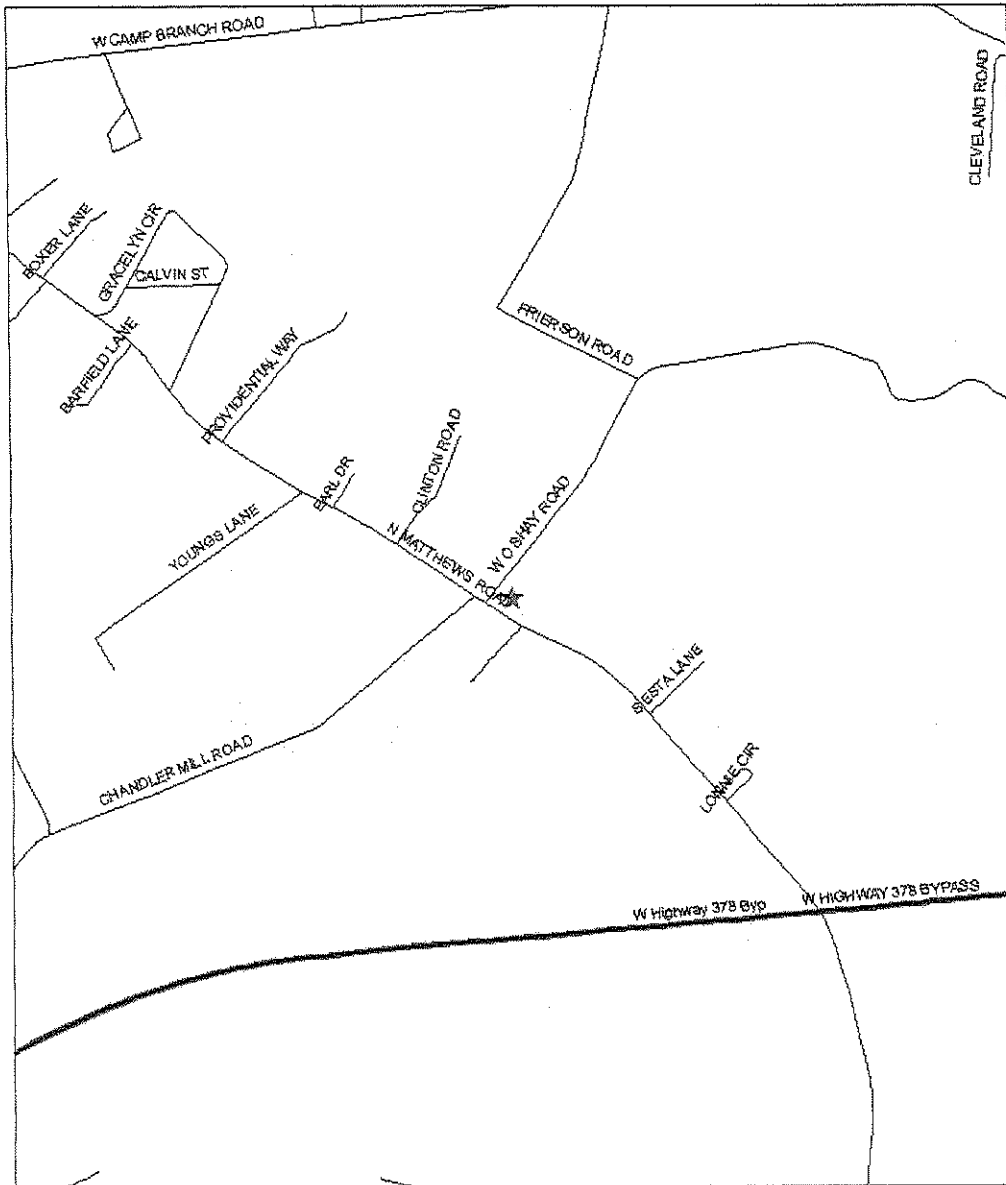
Background- The request is to rezone the subject property to B-3, General Commercial District.

Florence County Planning Commission Action: April 28, 2009

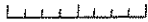
The eleven Planning Commission members present approved the rezoning request unanimously at the meeting held on April 28, 2009 based on the request being in compliance with the Future Comprehensive Plan Land Use Map's designation of a Commercial Growth Preservation area and the Future Land Use Map being presented before Planning Commission at a workshop in May of 2009.

Florence County Planning Commission Recommendation:

The Planning Commission recommends approval of the rezoning request by Florence County Council based on the fact that the subject property will be located in a Commercial Growth Preservation area as designated by the Future Comprehensive Plan Land Use Map.



0 275 550 1,100 Feet



Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 1
PC#2009-17



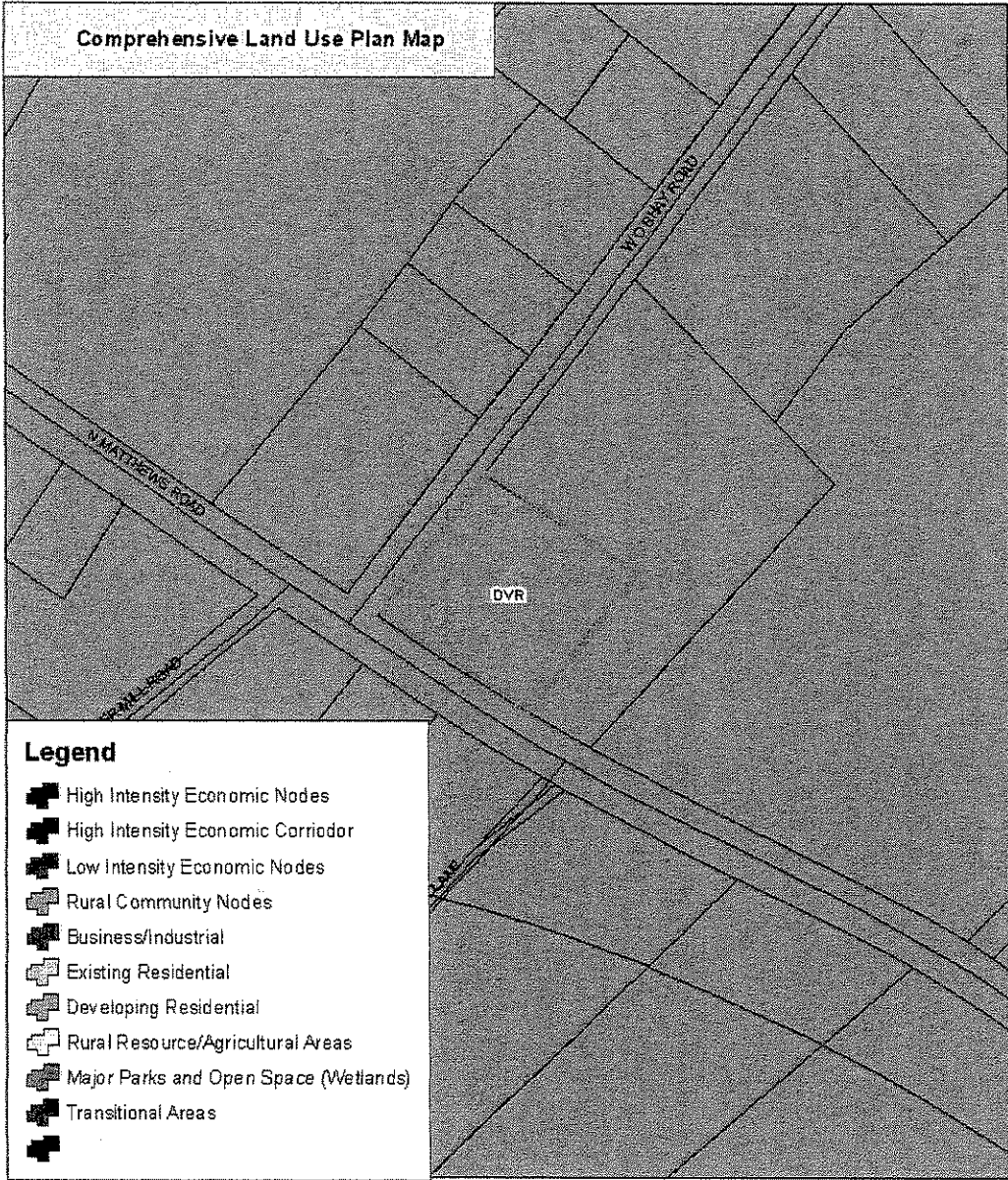
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Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

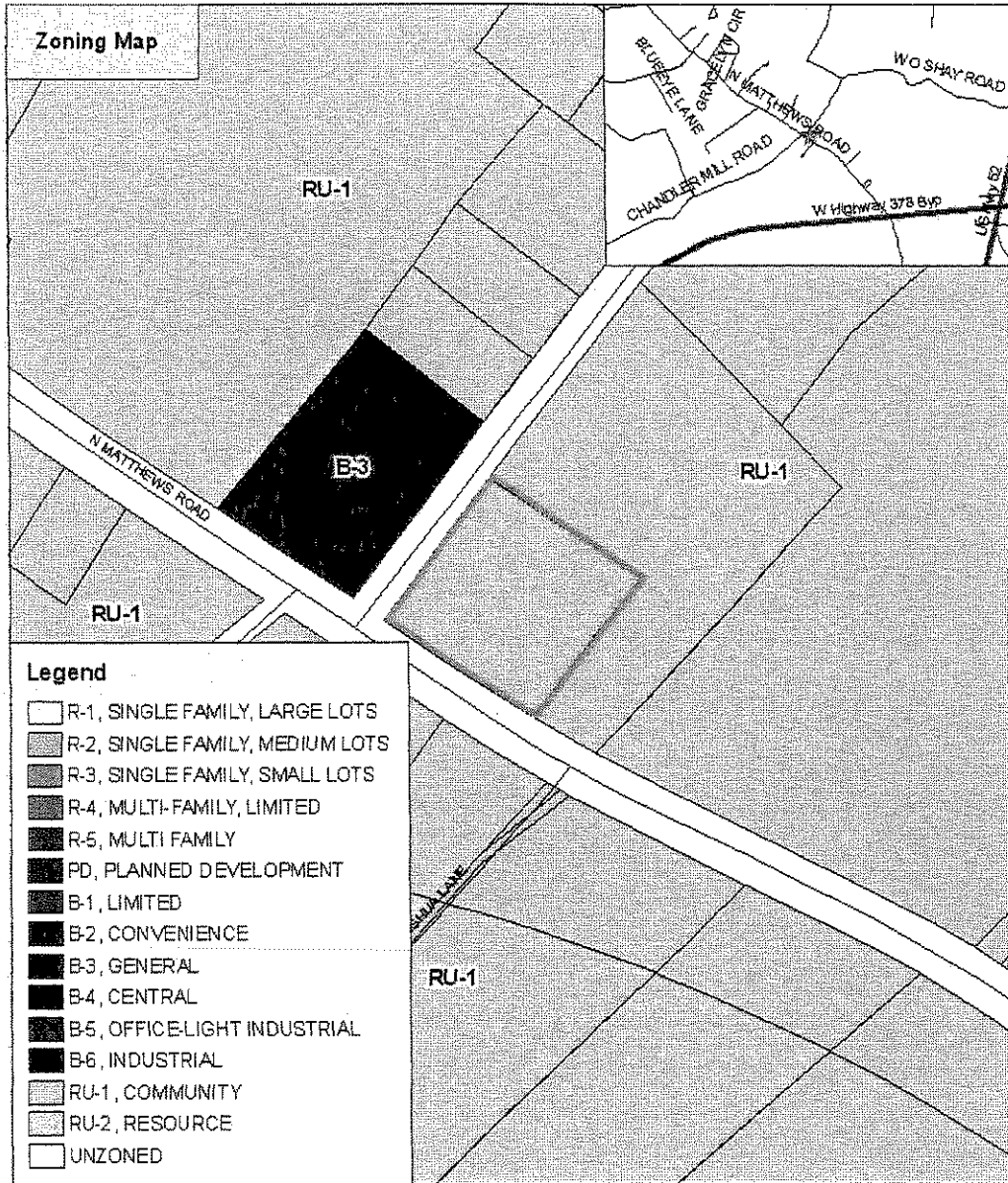
COUNTY COUNCIL DISTRICT(S): 1
PC#2009-17

Comprehensive Land Use Plan Map



Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning
& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 1
PC#2009-17



Florence County 2003 Orthophotography Map



0 90 180 360 Feet

Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning
& Building Inspections Department
Geographic Information Systems
2007



COUNTY COUNCIL DISTRICT(S): 1
PC# 2009-17

Comprehensive Plan Attachment

Residential Areas Developing Residential

This is where most future residential development is expected to take place based on trends, availability of existing and/or planned infrastructure, and environmental conditions.

Objective

The objective of this designation is to promote and accommodate in an orderly manner residential development in areas so designated.

Strategy

The following strategies are recommended for implementing the above objective:

- ✓ Regulate development within such areas to ensure land use compatibility.
- ✓ Back residential subdivisions along arterial streets; discourage strip residential development and control curb cuts along such streets.
- ✓ Enact habitability, siting, and safety standards for manufactured homes, and promote compatibility with conventional dwellings.
- ✓ Amend subdivision regulations to address conservation of on-site resources and the integration of such resources into site design.
- ✓ Ensure that the level and type of proposed residential development will be compatible with the physical limitations of the land and established land uses in the surrounding area.
- ✓ Provide opportunities for an appropriate mix of dwelling types, sites, and prices in order to meet current and projected housing needs of county residents in keeping with their financial capabilities and preferences.
- ✓ Promote new and innovative approaches to residential development which will expand the variety of housing opportunities and/or minimize public and private costs.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Promote and accommodate in an orderly manner new residential development, and permit the housing industry to respond to changing market demands for various types of housing at varying densities	<ul style="list-style-type: none"> ❖ Residential uses, including single-family, multi-family, townhouses, patio homes, manufactured homes. ❖ Institutional uses in support of and compatible with residential development, e.g. school, churches, recreation facilities 	<ul style="list-style-type: none"> ❖ Non-residential uses, including commercial, industrial, and business uses

Comprehensive Plan Attachment
Future Land Use Plan

Commercial Growth and Preservation: (CGP)

Protect and sustain existing commercial areas, including property values and amenities, and provide areas along important corridors or at key community points that are expected to have increasing economic significance.

(Zoning Districts Permitted: B-3, B-4, PD)

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.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Ordinance No. 35-2008/09
Second Reading

DEPARTMENT: Administration
Procurement

ISSUE UNDER CONSIDERATION:

(An Ordinance To Re-Establish And Revise Florence County Procurement Policies And Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

The Procurement Code is in need of revising in order to update, explain and clarify current procurement policies and procedures.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 35-2008/09.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 35-2008/09.

Sponsor(s) : County Council
 First Reading/Introduction : June 4, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : June 18, 2009
 Public Hearing : June 18, 2009
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 35-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

((An Ordinance to Re-Establish And Revise Florence County Procurement Policies and Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.))

WHEREAS:

Revision of the Florence County Code to update, expand and clarify current procurement policies and procedures is necessary to ensure fair and equitable treatment in public purchasing by the County, to maximize the purchasing value of public funds, and to provide safeguards for maintaining a procurement system of quality and integrity.

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

- I. Florence County Code, Chapter 11, Article 2, with the exception of Sections 11-99 and 11-100 is hereby deleted and repealed.
- II. Florence County Code Chapter 25.5, Procurement, is hereby established and shall read as follows:

FLORENCE COUNTY PROCUREMENT ORDINANCE

ARTICLE I-GENERAL PROVISIONS

Section 25.5-1. CITATION.

This Ordinance shall be known and may be cited as the "Florence County Procurement Ordinance".

Section 25.5-2. Policy.

The purpose of these policies is to provide for the fair and equitable treatment of all persons involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Section 25.5-3. Obligation of Good Faith.

Every contract, duty, or responsibility within this Ordinance imposes an obligation of good faith in its negotiation, performance, or enforcement. "Good Faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.

Section 25.5-4. Application.

(1) **General Application.**

This Ordinance applies to the procurement of property, supplies, services, and/or construction entered into by the County after the effective date of this Ordinance.

(2) **Application to County Procurement.**

This Ordinance shall apply to the expenditure of funds by the County for the purpose of procuring property, supplies, services, and/or construction services for the County. It shall also apply to the surplus disposal of County equipment and/or supplies.

(3) **Application to State or Federal Fund Procurements.**

Where procurement involves funds provided by the State of South Carolina or the United States of America, that procurement shall be in compliance with such State or Federal laws and authorized regulations as are mandatory and applicable. However, in every instance where the provisions of this Ordinance are more restrictive than State or Federal laws or authorized regulations, the provisions of this Ordinance shall be followed, unless specifically exempted by State or Federal law.

Section 25.5-5 and 25.5-6. Reserved.

Section 25.5-7. Determinations.

Written determinations and findings required by this Ordinance and all documents pertinent to contracts shall be retained in official files of the Procurement Department in accordance with established retention policies. This requirement does not include documents, parts of documents, or copies of documents that are normally distributed to using agencies, the Finance Department, or any other agency that normally receives such distributions.

Section 25.5-8. Definitions.

(1) **Architect and Engineer Services.** Those professional services associated with the practice of architecture, professional engineering, landscape architecture and interior design pertaining to construction, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to, studies, investigations, evaluation, consultations, planning, programming conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related or like services.

(2) **Agency.** Any department, office, board, commission, or other organizational unit for which the council has budgetary authority.

- (3) **Business.** A corporation, partnership, sole proprietorship, firm, an enterprise, a franchise, an association, organization, self-employed individual, or any other legal entity existing for commercial purposes.
- (4) **Change Order (unilateral).** A written order signed and unilaterally issued by the Chief Procurement Officer directing the Contractor to make changes which the contract authorizes the County to order without the consent of the Contractor.
- (5) **Certificate of Insurance.** A form that shows the contractor's insurer, coverage, and expiration of coverage.
- (6) **Chief Procurement Officer (CPO).** An individual designated by the County Administrator, authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority. The County Administrator will act as the CPO as necessary and also whenever the CPO is designated.
- (7) **Confidential Information.** Information, whether transmitted orally or in writing, which is obtained by reason of the public position or office held and is of such nature that it is not, at the time of transmission, a matter of public record or public knowledge.
- (8) **Construction.** The process of building, altering, repairing, remodeling, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It typically does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- (9) **Contract.** All types of County agreements and purchase orders, regardless of how they may be styled, for the procurement or disposal of supplies, services, or construction.
- (10) **Contract Modification.** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Verbal Contract Modifications are prohibited.
- (11) **Contractor.** Any person having a written contract with the County or Purchase Order.
- (12) **Cooperative Procurement.** Procurement conducted by, or on behalf of, more than one Public Procurement Unit.
- (13) **Data.** Recorded information, regardless of form or characteristic.
- (14) **Days.** Calendar days.
- (15) **Debarment.** The disqualification of a person to receive invitations for bids, request for proposals or the award of a contract by the County, for a specified time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

- (16) **Designee.** A duly authorized representative of a person with formal responsibilities in accordance with and by authority of this Ordinance.
- (17) **Excess Supplies.** Any supplies other than expendable supplies potentially having remaining useful life but which are no longer required by the Using Agency in possession of the supplies.
- (18) **Expendable Supplies.** All tangible supplies other than nonexpendable supplies.
- (19) **Gender.** It is the intention of this Ordinance to be gender neutral. Wherever "he", "his", or similar language is used it is not intended to specify a particular individual's gender but rather to make reference to the individual.
- (20) **Gift.** For procurement purposes, anything of value, including entertainment, food, beverage, travel, and lodging given or paid to a public official, public member, or public employee to the extent that consideration of equal or greater value is not received. A gift includes a rebate or discount on the price of anything of value unless it is made in the ordinary course of business without regard to that person's status and only to the benefit of Florence County.
- (21) **Invitation for Bids.** A written or published solicitation issued by an authorized procurement officer for bids to contract for the procurement or disposal of stated supplies, services, or construction, which will ordinarily result in the award of the contract to the responsible bidder making the lowest responsive bid.
- (22) **Lease/Purchase.** A lease/purchase financing agreement is a contract by which one party conveys property to another for a period of time in exchange for the payment of interest and a portion of principal on the purchase price of the property.
- (23) **May.** Denotes the permissive.
- (24) **Nonexpendable Supplies.** All tangible supplies having an original acquisition cost of over \$250 per unit and a probable useful life of more than one year.
- (25) **Order of Precedence.** Unless otherwise specified in the bid documents, the order of precedence for documentation will be the full set of bid documents and any amendments, and lastly the vendor's response and any amendments submitted in accordance with this Ordinance.
- (26) **Personal Property.** All supplies not considered to be real property.
- (27) **Public Employee.** An individual employed by the State, a county, a municipality, a special purpose district, or any political subdivision thereof.
- (28) **Public Member.** An individual appointed to a non-compensated part-time position on a board, commission, or council. A public member does not lose this status by receiving reimbursement of expenses or a per diem payment for services where properly authorized.
- (29) **Public Notice.** The distribution or dissemination of information using methods that are reasonably available to interested parties. Such methods often include publications in

newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated by the County and maintained for that purpose.

- (30) **Public Official.** An elected or appointed official of the State, a county, a municipality, or a political subdivision thereof, including candidates for office.
- (31) **Procurement.** The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction services. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
- (32) **Public Agency.** A public entity subject to or created by the County.
- (33) **Public Procurement Unit.** Any county, city, town, or other subdivision of the State or public agency of any such subdivision, public authority, educational, health, or other institution, any other entity which expends public funds for procurement of property, supplies, services, or construction.
- (34) **Request for Proposals (RFP).** A written or published solicitation issued by an authorized procurement officer for proposals to provide supplies, services, or construction services which ordinarily result in the award of the contract to the responsible respondent making the proposal determined by the County to be most advantageous to the County. Any contract award is typically made on the basis of evaluation factors included in the RFP, and must include pricing as only one factor for consideration.
- (35) **Responsible Bidder.** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance which may be substantiated by past performance.
- (36) **Responsive Bidder.** A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- (37) **Service(s).** The furnishing of labor, time, or effort by a contractor not required to deliver specific end product, other than reports which are merely incidental to required performance. This term does not include employment agreements.
- (38) **Shall.** Denotes the imperative.
- (39) **Subcontractor.** Any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with the County.
- (40) **Specification.** Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

- (41) **Supplies.** All personal property, including but not limited to equipment, materials, printing, insurance, information technology equipment and software packages, other consumable commodities and leases of real property, excluding real property or a permanent interest in real property.
- (42) **Surplus Supplies.** Any supplies other than expendable supplies no longer having any use to the County. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.
- (43) **Using Agency.** Any department, commission, board, or public agency of this County requiring supplies, services, or construction procured under this Ordinance.

Section 25.5-9. Public Access to Procurement Information.

Procurement information shall be a public record in accordance with the South Carolina Code Ann. §30-4-10 et seq. (The Freedom of Information Act). Commercial or financial information obtained in response to a "Request for Proposals" or any type of bid solicitation, or "Request for Quotations", which is privileged and confidential shall not be disclosed as well as other information which may be exempt from disclosure. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information or constitute an unreasonable invasion of privacy. Examples of this type of information include, but are not limited to:

- (1) Customer Lists;
- (2) Design recommendations and identification of prospective problem areas under an RFP;
- (3) Design concepts, including methods and procedures;
- (4) Biographical data on key employees of the bidder;
- (5) Evaluative documents pre-decisional in nature such as inter- or intra-agency memoranda containing technical evaluations and recommendations;
- (6) Items marked as proprietary by a bidder under an RFP and not subject to public access under any other provisions.

For all documents submitted in response or with regard to a RFP, the documents will not be disclosed if an award is not made, and unsuccessful responses will be returned to the respondents.

Section 25.5-10 thru 25.5-19. Reserved.

Section 25.5-20. Centralization of Procurement/Organization.

All rights, powers, duties, and authority relating to the purchase of equipment, supplies, and services and to the management, control, warehousing, sale, and disposal of equipment and surplus supplies are hereby vested in the Procurement Department of Florence County subject to the legitimate authority of the County Council, the County Administrator and such ordinances, rules, and regulations as exist for the governance of Florence County.

Section 25.5-21. Centralization of Procurement Authority.

Except as otherwise provided in this Ordinance, the authority relating to the procurement of supplies, services, and construction is hereby vested in the Florence County Administrator and the Procurement Officer as outlined herein.

Section 25.5-22. Authority and Duties of the Chief Procurement Officer.

- (1) **Chief Procurement Officer.** The Chief Procurement Officer of the County shall be responsible for the procurement of supplies, services, and construction, as well as the disposal of supplies in accordance with the Florence County Code of Ordinances.
- (2) **Duties.** The Chief Procurement Officer shall:
 - (a) Procure or supervise the procurement of all supplies, services, and construction services needed by the County;
 - (b) Sell, trade, or otherwise dispose of surplus supplies belonging to the County;
 - (c) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the using agency, for supplies, services, and/or construction services;
 - (d) Coordinate sales of surplus real property where requested.
- (3) **Operational Procedures.** Consistent with this Ordinance, the Chief Procurement Officer shall establish operational procedures relating to the execution of the duties of the Procurement Department.

Section 25.5-23. Authority to Contract for Certain Services.

For the purpose of procurement of goods, services, or construction, those departments utilizing such contracts shall work through the Procurement Department. No officer, board, commission, committee, or agency in the county receiving any county funds may enter into a contract to obligate the county in any way, nor any other employee, except the CPO, or a specified designee thereof. Any contract executed by any other person or agency on behalf of Florence County is expressly unauthorized, constitutes an ultra vires act, and shall not be binding in any way as an obligation to the county. The unauthorized party who executed the contract will be solely and personally liable for all direct and indirect costs of their contract.

Section 25.5-24. Delegation of Authority.

The CPO may delegate limited authority to purchase certain supplies, services, and/or construction to other County officials or designees of the Procurement Department, if such delegation is deemed necessary for the effective procurement of those items, for a specified period of time. Limited authority for specified transactions may be included in the County budget ordinance for a particular fiscal year.

Section 25.5-25. Reserved.

Section 25.5-26. Authority to Promulgate Regulations.

Except as otherwise provided in this Ordinance, the CPO shall have the authority and responsibility to promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and/or construction to be procured by the County. A manual of Purchasing Procedures shall be developed and maintained by the CPO as necessary. Regular amendments to this Ordinance shall be proposed to continuously improve procurement techniques and operations.

Section 25.5-27. Relationships With Using Agencies.

The CPO and his staff shall maintain a close and cooperative relationship with the using agencies. Each using agency shall be afforded reasonable opportunity to participate in and make recommendations with respect to procurement matters directly affecting the agency.

Section 25.5-28. Advisory Groups.

The CPO may appoint advisory groups, such as user committees, to assist with respect to specifications and procurement in specific areas, and with respect to any other matters within the authority of the CPO. These groups may include department heads, vendors, and others as deemed necessary.

Section 25.5-29. County Attorney to Provide Legal Services.

The County Attorney shall serve as legal counsel and provide necessary legal services to the CPO in procurement matters. The County Attorney typically reviews and approves all contracts.

Section 25.5-30. Supply/Service Exemptions.

The following supplies and services are exempt from this Ordinance and need not be purchased through the standard competitive procurement process. However, these purchases are to be handled through the Procurement Department to assure maximum competition, best prices for the County, and positive fiduciary controls.

- (1) Works of art and one-of-a-kind items, such as paintings, antiques, sculptures and similar objects;
- (2) Published books, maps, periodicals, technical pamphlets, and other such materials;
- (3) Professional dues and membership fees;
- (4) Postage stamps, and US Post Office box rentals;
- (5) Utility services;
- (6) Gasoline, fuel, oil, propane, or natural gas, diesel, or alternative fuels;
- (7) Services and/or supplies provided by the Council of Governments, the State of South Carolina or departments/agencies thereof;
- (8) Expenditure of funds in the issuance of bonds, to include printing costs and any fees associated with bond issuance;
- (9) Reinsurance through South Carolina Insurance Reserve Fund;
- (10) Copyrighted educational films, filmstrips, slides, and transparencies and books, provided that documentation of efforts to obtain best price are maintained;

- (11) Attorneys, subject to approval of the County Administrator;
- (12) Certified public accountants and public accountants engaged to perform financial and/or compliance audits, subject to approval by the County Council, with actuarial audits and other accounting services to be procured under the provisions of S.C. Code 1976, Section 4-9-150 (Home Rule Audit Requirements);
- (13) Hospital and medical clinic services;
- (14) Medical doctors and prescription drugs where such drugs are prescribed by medical doctors;
- (15) Optometrists;
- (16) Dentists;
- (17) Licensed Practical Nurses or Registered Nurses;
- (18) Psychiatrists;
- (19) Investment Consultants or Counselors;
- (20) Clergy;
- (21) Court Reporters;
- (22) Interpreter Services;
- (23) Expert witness services;
- (24) Artists used by the county library, sheriff's office, economic development partnership, or recreation department;
- (25) Commodities that pricing can not be held for timely award by County Council such as paving, rocking, grading and resurfacing provided that at least three written quotes are obtained from vendors and submitted to the County Administrator for approval (each "no-bid" or "non-response" from a capable vendor shall be considered a quote);
- (26) Professional consulting services, to include, but not limited to, appraisal, engineering, geographical and environmental hazard services; land surveyors; project estimators; and construction/renovation consultants;
- (27) Computer programmers and software analysts engaged to modify county data processing system software, to develop new software for the county's computer system or to provide maintenance on the county's software;
- (28) Auction services, to include but not limited to, on-site auctions and internet-based auctions;
- (29) Consultant services necessary to provide professional instruction for seminars put on by and/or for departments or agencies and/or personnel;
- (30) Collection agencies engaged to assist in the collection of delinquent accounts due for services rendered by the County;
- (31) Replacement parts of existing equipment or structures supplied by the original equipment manufacturer or authorized dealer;
- (32) Veterinary supplies;
- (33) Ammunition, weapons, and specialized law enforcement equipment utilized by Law Enforcement; and
- (34) Goods, products, and services purchased from the South Carolina Department of Corrections, and/or the Division of Prison Industries.

Section 25.5-31. Other Exemptions.

Procurements obtained under any of the following methods are also exempt from Request for Bid/Request for Proposals procedures listed in this Ordinance:

- (1) Sole Source Procurement (as detailed herein after);
- (2) Emergency Procurement (as detailed herein after);

- (3) Existing Bid or Contract – acquisition of supplies, services, and/or construction previously contracted for;
- (4) Equipment Maintenance or service contracts which are made with the manufacturer or authorized service/agent;
- (5) State of South Carolina contracts;
- (6) Supplies and/or services procured from or through another governmental agency or under the terms of a any other public entities' existing competitively offered contract under the same terms then offered;
- (7) Cooperative purchases (as detailed herein after).

Although the items listed in this section are exempt from the normal procurement procedures of this Ordinance, every effort should be made to ensure that the procurement made and/or contract negotiated is cost effective and is in the best interest of the County.

Section 25.5-32. Methods of Source Selection.

County contracts shall be awarded by competitive sealed bids, except as otherwise permitted or exempted elsewhere herein, or exempted by State or Federal laws applicable, and except in instances of:

- (1) Negotiations after Unsuccessful Competitive Sealed Bidding
- (2) Competitive Sealed Proposals
- (3) Small Purchases
- (4) Purchases permitted to be made by documented quotes
- (5) Sole Source Procurements
- (6) Emergency Procurements
- (7) Construction Procurements
- (8) Architect and Engineering Services
- (9) Cooperative Purchasing Agreements

Section 25.5-33. Competitive Sealed Bidding.

- (1) **Conditions for Use.** Contracts amounting to thirty thousand dollars (\$30,000) or more shall be awarded by competitive sealed bidding except as otherwise provided for elsewhere herein.
- (2) **Invitation for Bids.** An Invitation for Bids shall be posted on the County's web site and shall include specifications and all contractual terms and conditions applicable to the procurement.
- (3) **Bidder's Lists (Not required, but may be used at the discretion of the Procurement Officer):** If a Bidder's List is used, all sources requesting to be put on a bidder's list shall be so enlisted unless the CPO makes a written determination that the source should not be enlisted in accordance with regulations.

The CPO shall ensure that the bidders' lists contain all identified sources interested in bidding on a product or service the County uses. The CPO shall periodically review the bidders' lists and add or delete vendors, as deemed necessary.

While every effort to maintain the accuracy of any Bidder's List to promote vendor participation, notification via a listing is not a legal requirement of any offering, and no protest shall be considered valid at any level if based on any failed notification due to a Bidder's List error or omission.

- (4) **Public Notice.** Adequate public notice of the Invitation for Bids shall be given for a reasonable time, not less than seven (7) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation and/or posting on the County's web site for a reasonable time prior to bid opening. The public notice shall state the place, date, and time of bid opening.
- (5) **Specifications.** All specifications shall be submitted to the Procurement Department for bid by the using department shall be generic in nature and "non-vendor specific". Any specifications submitted for bid that are determined to be non-generic specifications, in such a way as to inappropriately limit competition, will be returned to the using department for correction. If generic specifications cannot be designed or a particular brand name is necessary and limits participation to a single provider, then the department must submit detailed justification for a sole source consideration for award.
- (6) **Receipt and Safeguarding of Bids.** All bids (including modifications) received prior to the time of opening shall be kept secure and unopened in a locked cabinet or safe. Bids shall be time stamped when received and this will be the official time of receipt of the bid. Late bids will not be opened or considered.
- (7) **PreBid Conference.** Holding a conference or site visit early in the solicitation cycle provides an opportunity to emphasize and clarify critical aspects of the solicitation, eliminate ambiguities or misunderstandings, and permits vendor input. Prebid conferences/site visits may be conducted with potential bidders or offerors when issuing solicitations for complex, large or critical requirements. Attendance at conferences or site visits may be designated as optional or mandatory. When mandatory attendance is stipulated, only bids from the firms represented at the conference or site, as mandated in the bid, will be accepted. If a modification to the solicitation is required as a result of the conference or site visit, an addendum will be issued.
- (8) **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitations for Bids. The amount of each bid, and such other relevant information as the CPO deems appropriate, together with the name of each bidder shall be recorded. The immediate "apparent" tabulation of submissions shall be available publicly and so noted as quickly as possible after the opening. The final, record tabulation and each bid shall be open to public inspection after award of the bid in accordance with the Public Access to Procurement Information section herein.
- (9) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized herein. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids, except

for licensing or other violations of state or local laws which become known and may be considered where relevant.

- (10) **Discussion with Bidders.** As provided in the invitation for bids, discussions may be conducted with apparent responsive bidders for the purpose of clarification if in the County's sole judgment such clarification is necessary. Clarification of any respondent's bid must be documented in writing by the CPO and shall be included with the bid file. Documentation concerning clarification shall be subject to disclosure upon request as required by the Public Access to Procurement Information section herein. Public officials shall not have "off the record" or "ex parte" communications of any type with any participating vendors during any bid period when the bid is still open, being considered, or still subject to open protest or appeal periods. All communications during these periods will be on the record, reported, and documented for public inspection.
- (11) **Correction or Withdrawal of Bids; Cancellation of Awards.** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance, shall be made by the CPO.
- (12) **Award.** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. The County Administrator or his designee shall award all bids up to fifty thousand dollars (\$50,000) after receiving an acceptable, written evaluation and recommendation of award from the using department. All bids greater than fifty thousand dollars (\$50,000.00) shall be submitted to the County Administrator for consideration by County Council.

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

- (k) Licenses, bonds, and insurance as applicable.

When necessary for the best interest of the County, bid criteria to determine acceptability may include but not be limited to inspection, testing, quality, workmanship, delivery, timeframes, and suitability for a particular purpose. Those criteria that will affect the bid price are to be given to each bidder.

- 12) **Notification of Award to Unsuccessful Bidders.** All unsuccessful bidders shall be notified of bid award, regardless of approving authority, by fax notification within two (2) County business days of award. It will be the responsibility of the vendor to provide proper contact information in order to provide fax notification. A copy of the successful fax transmission form will be kept in the bid file to certify notification. Failure of the vendor to provide a valid and functional fax number, resulting in failure to receive a notification, shall not be grounds for a protest at any level.
- (13) **Tie Bids.** The County Administrator shall make award of all tie bids fifty thousand dollars (\$50,000) and under. County Council shall award all tie bids in excess of fifty thousand dollars (\$50,000.00). Tie bids may be awarded to one of the bidders based on:
- (a) Availability or completion periods
 - (b) Service availability or facility
 - (c) Previous vendor record
 - (d) Proximity to the delivery point

Where tie bids are between bidders one of which is a business whose principal place of business is located in Florence County and the other bidder is not, the recommended award shall be to the Florence County bidder based on the two percent (2%) Local Vendor Preference as defined elsewhere herein. All conditions equal, the parties shall select a vendor at random. The random selection process must be witnessed and the results recorded.

- (14) **Multi-Step Sealed Bidding.** When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.
- (15) **Minor Informalities and Irregularities in Bids.** A minor informality or irregularity is one which is merely a form or is some immaterial variation from the exact requirements of the Invitation for Bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders. The CPO may either give the bidder the opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, may waive any such deficiency when it is to the advantage of the County, or reject the bid as noncompliant. Such communication or determination shall be in writing. Examples of minor informalities or irregularities may include, but are not limited to:
- (a) failure of a bidder to return the number of copies of signed bids required by the solicitation;

- (b) failure of a bidder to furnish the required information concerning the number of the bidder's employees or failure to make a representation concerning its size;
- (c) failure of a bidder to acknowledge receipt of an amendment to a solicitation, when required, but only if the amendment has no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or relative standing of bidders;
- (d) failure of a bidder to furnish product literature;
- (e) failure of a bidder to furnish references;
- (f) failure of a bidder to furnish financial statements;
- (g) failure of a bidder to indicate his contractor's license number, except that a contract must not be awarded to the bidder unless and until the bidder is properly licensed under the laws of South Carolina.

(16) **Canceling or Amending Solicitation.** When canceling a written solicitation, notification should be mailed to all vendors who have been issued a solicitation and a copy of the notice publicly posted. Sealed bids received on canceled bids will be returned unopened. If it is necessary to amend a solicitation, an addendum shall be sent to all potential bidders or offerors who received a copy of the solicitation and a copy publicly posted. Signed acknowledgement of an addendum must be returned to the procurement office prior to time and date of the opening or with the bid or proposal. When an addendum is issued which will require additional time for the vendor to prepare a solicitation response, the opening date may be extended.

(17) **Single Response to a Solicitation.** Even though multiple sources are solicited, there may be occasions when only one response is received for a solicitation. In such cases, the CPO shall investigate to determine why other bidders or offerors did not respond and resolicit. If only one bid is received, the CPO may require that it remain sealed and the offering be rebid, where time permits and additional vendors' participation is probable.

Section 25.5-34. Local Preference.

- (1) During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by two percent (2%), not to exceed a maximum consideration of \$10,000 total. If after application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The award price will reflect their original amount before the Local Vendor Preference was applied.
- (2) A vendor shall be deemed to be a resident of this County if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Florence County, and maintains within the County a representative inventory or commodities on which the bid is submitted and has paid all taxes duly assessed.

Section 25.5-35. Competitive Sealed Proposals.

- (1) **Conditions for Use.** When the CPO determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals or RFP method.

- (2) **Request for Proposals (RFP).** Proposals shall be solicited from at least three qualified sources, when such sources are available, through a Request for Proposals.
- (3) **Public Notice.** Adequate public notice of the Request for Proposals shall be given in the same manner as provided in the Competitive Sealed Bidding, Public Notice section herein.
- (4) **Receipt of Proposals.** No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of the offeror, the number of modifications received, if any, and a brief description identifying the item/service offered. The register of proposals shall be open for public inspection only after contract award.
- (5) **Proposal Opening.** Proposals shall be publicly opened and only the names of the offerors shall be disclosed at the proposal opening. Contents of competing offerors shall not be disclosed during the process of negotiation. Proposals shall be open for public inspection, in accordance with the Public Access to Procurement Information section herein after contract award. Proprietary or confidential information marked as such in each proposal shall not be disclosed without written consent of the vendor. If a proposal is received after the submission deadline, it will not be accepted. Proposals not accepted may be returned to vendors and not maintained for records.
- (6) **Request for Qualifications.** Prior to soliciting proposals, the CPO may issue a Request for Qualifications from prospective offerors. Such request shall contain at a minimum a description of goods or services to be solicited by the Request for Proposals, the general scope of the work, the deadline for submission of information, and how prospective offerors may apply for consideration. The request shall generally require information only on the prospective offerors qualifications, experience, and ability to perform the requirements of the contract.

After receipt of the responses to the Request for Qualifications from prospective offerors, the prospective offerors may be ranked from most qualified to least qualified on the basis of the information provided. Proposals shall then be solicited and considered from the top prospective offeror(s) as the County's designated review panel determines. RFQ selections and awards may not be protested at any level. A subsequent RFP-by-invitation- only process may be utilized if desired, soliciting RFP's from at least the top two ranked RFQ responders. The failure of a prospective offeror to be selected to receive the Request for Proposals shall not be grounds for any protest at any level.

- (7) **Public Notice.** Adequate public notice of the Request for Qualifications shall be given in the manner provided in the Competitive Sealed Bidding, Public Notice section herein.
- (8) **Evaluation Factors.** The Request for Proposals shall state the relative importance of the factors to be considered in evaluating proposals. Price may, but need not be, an initial evaluation factor.
- (9) **Discussion with Responsive/Responsible Offerors and Revisions to Proposals.** As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably capable of being selected for award for the

purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

- (10) **Selection and Ranking.** Proposals shall be evaluated using the criteria stated in the Request for Proposals utilizing any weightings that have been previously assigned. Once evaluation is complete, all responsive offerors shall be ranked from most advantageous to least advantageous to the County, considering only the evaluation factors stated in the Request for Proposals.

Should the CPO be unable to negotiate a contract at a price which is fair and reasonable to the County, negotiations shall be formally terminated with the top ranked responsive offeror and negotiations commenced with the second most advantageous responsive offeror, and then the third and so on until a satisfactory contract has been negotiated. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.

- (11) **Award.** Award must be made to the responsive offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposals, unless one of the options listed in Competitive Sealed Proposals-Award, section herein, is utilized. The contract file shall contain the basis on which the award is made. Procedures and requirements for notification of intent to award the contract shall be the same as those stated in the Competitive Sealed Bidding-Award section herein.

- (12) **Other.** If, after following the procedures set forth in the Competitive Sealed Proposals-Selection and Ranking section herein, a contract is not able to be negotiated, the scope of the Request for Proposals may be changed in an effort to reduce the cost to a fair and reasonable amount, and all responsive offerors must be allowed to submit their best and final offers.

Where price was an initial evaluation factor, the using department through the CPO, may in its sole discretion, and not subject to challenge through a protest filed under the Legal and Contractual Remedies section herein, proceed in any of the following manners:

- (a) Negotiate price with the highest scoring offeror. If a satisfactory price cannot be agreed upon, price negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the using department and CPO;
- (b) Negotiate with the highest ranked offer on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the using department and/or CPO;
- (c) Change the scope of the request for proposals and give all responsive/responsible offerors an opportunity to submit best and final offers.

If any of these options are chosen, and a contract is still unable to be awarded, any of the procedures outlined herein may be repeated until a proposed contract is successfully achieved.

- 13) **Notification to Unsuccessful Proposers.** Procedures and requirements for notification of intent to award the contract shall be the same as those in Competitive Sealed Bidding-Notification to Unsuccessful Bidders section herein.

Section 25.5-36. Small Purchases.

- (1) **General.** Any contract not exceeding thirty thousand dollars (\$30,000) may be made in accordance with the small purchase procedures authorized in this section. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section.
- (2) **Small purchases under \$1,500.** Small purchases for individual items not exceeding \$1,500 may be accomplished without securing competitive quotations if the prices are considered to be fair and reasonable. The CPO or designee shall annotate the purchase requisition: Price is fair and reasonable and sign. Competitive quotations need only be taken when the CPO suspects the price may not be fair and reasonable, e.g., comparison to previous price paid, personal knowledge of the price range of the item involved. Every effort should be made to distribute such purchases equitably among qualified suppliers.
- (3) **Small purchases over \$1,500 but not exceeding \$5,000.** Insofar as it is practical, solicitations of verbal or written quotes from a minimum of three qualified sources of supply shall be made and documentation of the quotes recorded on or attached to the purchase requisition, documentation may include copies of recent publications outlining the price of the items from three qualified sources. A no bid will count as an obtained quote if the date, company name, and individual contacted are documented on the face of the requisition. The award shall be made to the lowest responsive/responsible source.
- (4) **Small purchases over \$5,000 but not exceeding \$30,000.** Insofar as it is practical, solicitations of written quotes from a minimum of three qualified sources of supply shall be made and documentation of the quotes recorded on or attached to the purchase requisition. A no bid will count as an obtained quote if the date, company name, and individual contacted are documented on the face of the requisition. The award shall be made to the lowest responsive/responsible source.
- (5) **Protest Rights.** The provisions of the Authority to Resolve Protested Solicitations and Awards section herein shall not apply to contracts awarded under the procedures set forth in this Section.
- (6) **Requirement to Advertise.** All competitive procurements greater than \$30,000 must be advertised at least once in one of the local newspaper publications or through a means of central electronic advertisement as approved by the CPO.

Section 25.5-37. Sole Source Procurement.

A contract may be awarded for a property, supply, service, or construction item without competition when the Procurement Officer makes a determination that there is only one source for the required property, supply, service, or construction item and that determination is accompanied by a written justification explaining the basis for any such determination and the County Administrator approves. Any request by a using department that procurement be restricted to one potential vendor must be accompanied by a detailed written explanation as to why no other will be suitable, acceptable, or cost effective to meet the stated need.

Section 25.5-38. Emergency Procurements.

Notwithstanding any other provision of this Ordinance, the CPO or a designee may make or authorize others to make emergency procurements of property, supplies, services, and/or construction when there exists a threat to public health, welfare, or safety under emergency conditions, or where normal daily operations are affected or interrupted; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination by the using agency of the basis for the emergency or interruption of services and for the selection of the particular contractor shall be provided to the CPO and included in the contract file.

Section 25.5-39. Cancellation of Invitation for Bids or Requests For Proposals.

An invitation for bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or parts when it is in the best interest of the County.

Documentation of the reason(s) for rejection shall be made a part of the solicitation file.

Section 25.5-40. Responsibility of Bidders and Offerors.

- (1) **Determination of Responsibility.** Responsibility of the bidder or offeror shall be ascertained for each contract entered into by the County based upon full disclosure to the Procurement Officer concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts.
- (2) **Determination of Nonresponsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the CPO. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility is grounds for a determination of nonresponsibility with respect to such bidder or offeror.
- (3) **Right of Nondisclosure.** Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this Section shall not be disclosed by the County outside of the Procurement or using departments, without prior written consent by the bidder or offeror, since the solicited information to evaluate responsibility may be of a privileged or of a proprietary nature.

Section 25.5-41. Prequalification of Suppliers.

Prospective suppliers may be prequalified for particular types of supplies, services, and/or construction. Solicitation mailing lists of potential contractors shall include, but not limited to, such prequalified suppliers.

Section 25.5-42. Bid and Performance Bonds on Supply or Service Contracts.

All contracts for equipment, supplies, and services may require bid security and performance bonds at the discretion of the CPO in consultation with the using department head. Bid security when required, shall be in an amount equal to at least five percent (5%) of the amount of the bid. Performance bonds, when required, will normally be equal to one hundred percent (100%) of the contract. A determination regarding bids received for equipment, supplies, and services without required bid security will be made by the CPO in the same manner as provided for in the Rejection of Bid for Noncompliance with Bid Security Requirements section herein. A cashier or official bank check drawn in the United States and made payable to the County may be submitted in lieu of a bond, or a letter of credit under circumstances deemed acceptable by the CPO and the County Attorney's office. Bonding requirements will be set forth in the solicitation.

PART E – TYPES OF CONTRACTS

Section 25.5-43. Types of Contracts.

Subject to the limitations of this Section, any type of contract which will promote the best interest of the County may be used; except that the use of a cost-plus-a-percentage-of-cost contract must be approved by Florence County Council. A cost-reimbursement contract, including a cost-plus-a-percentage-of-cost contract, shall be used only when a determination has been made by the Chief Procurement Officer that such contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract. All contract bid forms and all contracts other than purchase orders will be approved by the County Attorney as to form and legality. Following such approval, the CPO shall award and sign all contracts up to \$10,000, the County Administrator shall award and sign all formal contracts on behalf of the County up to \$50,000 and County Council will award all contracts greater than \$50,000 and the County Administrator shall execute Council authorized contracts.

Section 25.5-44. Multi-Term Contracts.

- (1) **Specified Period.** To the extent permitted by law, a contract for supplies or services may be entered into for a period of time of up to five (5) years, provided the terms of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. To extend beyond the five year total will be at the discretion of the County Administrator or as County Council may direct. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds and may be subject to nonsubstitution provisions.

- (2) **Determination Prior To Use.** Prior to the utilization of a multi-term contract, it shall be determined in writing by the using department that:
 - (a) Estimated requirements cover the period of the contract and are reasonably firm and continuing, and
 - (b) Such a contract will serve the best interest of the County by encouraging effective competition or otherwise promoting economies in County procurement.
- (3) **Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.** All multi-term contracts shall contain a clause stating that if funds are not appropriated to support continuation of performance in any subsequent fiscal year, the contract shall be cancelled.

Section 25.5-45. Leasing and Renting.

- (1) **General Information.** A lease/purchase financing agreement is a contract by which one party conveys property to another for a period of time in exchange for the payment of interest and a portion of principal on the purchase price of the property. The use of lease/purchase financing will be limited to those situations in which it is in the County's best interest to secure third party financing. Purchases made with lease/purchase financing are made using the same purchasing guidelines as other purchases.
- (2) **Procedures.** User departments must submit requests to use lease/purchase financing to the Procurement Department and receive authorization from both the Procurement and Finance Departments.
- (3) **Rental of Equipment.** Equipment should only be rented to fill short-term equipment needs. This may include one-time, short-term needs or short-term needs that may be re-occurring in which the rental of equipment is more cost effective than ownership of the equipment. Rental equipment agreements are to be procured using the same procurement guidelines as other procurements.

Section 25.5-46. Right to Inspect Plant.

The county may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the County.

Section 25.5-47. Procurement Records.

- (1) **Solicitation File.** All determinations and other written records pertaining to the solicitation and award of a bid shall be maintained in a file by the CPO.
- (2) **Retention of Procurement Records.** All procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules approved by the County and the South Carolina Department of History and Archives.

Section 25.5-48. Construction Contracting Management.

The CPO, in consultation with the building official, using department, and with approval from the County Administrator, shall have discretion to select the appropriate method of construction contracting management for a particular project subject to section herein.

Section 25.5-49. Bid Security.

- (1) **Requirement for Bid Security.** Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the CPO to exceed \$30,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, or otherwise supplied a form satisfactory to the County (surety bond, certified check, cashiers' check or official money order). Nothing herein prevents the requirement of such bonds on construction contracts under \$30,000 when the circumstances warrant.
- (2) **Amount of Bid Security.** Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid and shall remain in place until completion of construction or posting of performance and payment bonds.
- (3) **Rejection of Bid for Noncompliance with Bid Security Requirements.** When the Invitation for Bids requires security, noncompliance requires that the bid be rejected. However, a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating shall be given one working day from bid opening to cure such deficiencies. If the bidder cannot cure these deficiencies within one working day of bid opening, his bid shall be rejected.
- (4) **Withdrawal of Bids.** After the bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids. If a bidder is permitted to withdraw its bid before bid opening pursuant to the Competitive Sealed Bidding, Correction or Withdrawal of Bids; Cancellation of Awards section herein, no action shall be taken against the bidder on the bid security.

Section 25.5-50. Contract Performance and Payment Bonds.

- (1) **When Required – Amounts.** When a construction contract is awarded in excess of \$30,000, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract.
 - (a) A performance bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, in an amount equal to one-hundred percent (100%) of the price specified in the contract; and
 - (b) A payment bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond

shall be in an amount equal to one-hundred percent (100%) of the price specified in the contract.

- (2) **Reduction of Bond Amounts.** The CPO is authorized to reduce the amount of performance and payment bonds to fifty percent (50%) of the contract price for each bond, when it has been determined such reduction is necessary or warranted and that it is in the best interests of the County.
- (3) **Authority to Require Additional Bonds.** Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds.
- (4) **Suits on Payment Bonds, Right to Institute.** Every person who has furnished labor or materials to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this section, and who has not been paid in full therefore before the expiration of a period of 90 days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship express or implied with the contractor furnishing said payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts its business. Florence County will have no relationship or responsibility to subcontractors.
- (5) **Suits on Payment Bonds, Where and When Brought.** Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction in Florence County, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in such suit and the County cannot be joined solely on the basis of this ordinance.

Section 25.5-51. Bond Forms and Copies.

- (1) **Bond Forms.** The CPO shall promulgate by regulation or other procedure the form of the bonds required by this Section.
- (2) **Certified Copies of Bonds.** Any person may request and obtain from the County a certified copy of a bond upon payment of the cost of materials and labor for reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of an original.

Section 25.5-52. Contract Clauses.

- (1) **Contract Clauses.** All contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The CPO may also issue clauses appropriate for supply, service, or construction contracts, including but not limited to the following subjects:
 - (a) The unilateral right of the County to order in writing changes in the work within the scope of the contract;
 - (b) The unilateral right of the County to order in writing temporary stoppage of the work or delaying performance that does not alter the scope of the contract.
 - (c) Variations occurring between estimated quantities of work in a contract and actual quantities;
 - (d) Defective pricing;
 - (e) Liquidated damages;
 - (f) Specified excuses for delay or non-performances;
 - (g) Termination of the contract for default;
 - (h) Termination of the contract in whole or in part for the convenience of the County;
 - (i) Suspension of work on a construction project ordered by the County; and
 - (j) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site condition clauses need not be included in the contract:
 - (i) When the contract is negotiated;
 - (ii) When the contract provides the site or design; or
 - (iii) When the parties have otherwise agreed with respect to the risk of differing conditions.
- (2) **Price Adjustments.** Adjustments in price resulting from the use of contract clauses required in Subsection 1 of this Section shall be computed in one or more of the following ways:
 - (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) By unit prices specified in the contract or subsequently agreed upon;
 - (c) By the cost attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) In such other manner as contracting parties may mutually agree; or
 - (e) In the absence of agreement by the parties, by unilateral determination by the County of the reasonable costs allocable, either directly or indirectly, to the events or situations under such clauses as accounted for in accordance with generally accepted accounting principles, and with adjustment of profit or fee, as appropriate, and subject to the Legal and Contractual Remedies section herein.
- (3) **Standard Clauses and Their Modification.** The CPO may establish, in consultation with the County Attorney, standard contract clauses for use in County contracts. If the CPO establishes any standard clauses addressing the subjects set forth in Subsection 1 of this Section, such clauses may be varied provided that any variations are supported by a written

determination that states the circumstances justifying such variations, and provided that the nature of any such material variation be stated in the Invitation for Bids or Request for Proposals.

Section 25.5-53. Fiscal Responsibility.

Every contract modification, change order, or contract price adjustment under a construction contract with the County in an amount less than \$30,000 can be approved by the CPO. Any contract modifications, change order, or contract price adjustment under a construction contract with the County in excess of \$30,000 shall be subject to prior approval by the County Administrator after receiving a report from the Finance Director of the County as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget. Any contract modification, change order, or contract price adjustment in excess of \$150,000 or twenty percent of the contract award, whichever amount is higher, shall be subject to approval by County Council.

Section 25.5-54. Architect and Engineer Services Selection Process.

- (1) **On-Call Professional Services.** A broad range of services may be made available through an on-call, as needed, professional services contract. For illustration purposes, the following elements should be basic to this type contractual agreement: (a) agreements may be multi-year, (b) agreements will establish hourly rates for each type of service and other charges, (c) agreements will not provide any guarantee of projects, nor identify any specific project to be assigned, (d) as specific projects are assigned, the county will execute a simple contract modification to add the project and to detail the project's specific scope and services to be provided, the agreed upon number of hours and the time frame for completion, and (e) if county staff is not agreeable to a firm's proposal to provide services, staff may negotiate with another firm with an on-call agreement to pursue a more acceptable proposal for the project.
- (2) **Public Announcement.** It is the policy of the County to publicly announce requirements for architect and engineer services and to negotiate such contracts on the basis of demonstrated competence and qualification at fair and reasonable prices.
- (3) **Selection Process.** A selection committee composed of at least the following members: Procurement officer, head of the using agency in need of the architect and engineer services, and those determined to be qualified to make an informed decision as to the most competent and qualified firm for the proposed project shall conduct discussions with at least two firms regarding the proposed contract and shall select from among them the firm(s) deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the selection committee.
- (4) **Negotiation.** The selection committee shall negotiate a contract with the highest qualified firm for architect and engineer services at compensation which is considered to be fair and reasonable to the County. In making this decision, the committee shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the committee be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated. The committee shall then undertake negotiations with the second most qualified firm.

Failing award with the second most qualified firm, the committee shall formally terminate negotiations. The committee shall then undertake negotiations with the third most qualified firm. Should the committee be unable to negotiate a contract with any of the selected firms, the selection committee shall select additional firms in order of their competence and qualifications and continue negotiations in accordance with this Section until an agreement is reached.

Section 25.5-55. Construction Management, Design Build, and Turnkey Services.

- (1) The CPO shall have the discretion to use construction management services, design-build services, or turnkey management services as alternatives for construction contracting administration. In exercising such discretion, the CPO shall consider the method which is the most advantageous to the County and will result in the most timely, economical, and successful completion of the construction project. As a part of this determination, the CPO shall determine if the County should prepare the Request for Proposals for providing such method of construction contracting administration or if the County should retain outside consulting services to prepare such Requests for Proposals.
- (2) If the competitive sealed proposal method of construction contracting administration is determined to be the most advantageous to the county, the County shall use such method set forth in the Competitive Sealed Proposals section herein for the purposed of procuring construction management services, design build services, or turnkey management services or any other similar type of construction management contract. The request for proposals for any of these services shall set forth the criteria which the County will be using to select the successful proposal.

Section 25.5-56. Sale, Transfer, Disposal of Surplus, Excess, Obsolete and/or Junk Supplies and Property.

The County Administrator may adopt regulations governing the sale, lease, or disposal of surplus supplies and property by public auction, competitive sealed bidding or other appropriate methods designated by such regulations, and the transfer of excess supplies between agencies and departments.

All departments or agencies shall inventory and report to the Finance Department all surplus property not in public use held by that agency for surplus in a timely manner. The Finance Department will remove surplus property from the fixed asset listing it maintains by department or agency. A copy of the surplus equipment will be forwarded to the Procurement Department where it is compiled and presented to Council to declare surplus.

Section 25.5-57. Trade-In Sales.

The County Administrator may adopt procedures regarding the trade-in of personal property owned by the County.

Section 25.5-58. Sale, Transfer, Lease, and Disposal of Surplus Vehicles and Motorized County Property.

- (1) A list of surplus vehicle and other motorized properties will be compiled quarterly by Fleet Management Services or the designated department. The list will be provided to both the Procurement Department and the County Administrator. Details will include but not be limited to the property identification number, year, make, model, mileage, department assigned to and any other certified accurate information regarding the general condition of the vehicle or similar equipment.
- (2) After reviewing the information provided, the Procurement Department will distribute the listing to all county department directors and elected/appointed officials for review. Departments who have a desire to replace an existing vehicle/property with one scheduled for surplus consideration will need to complete and submit a "Surplus Property Request" form to the County Administrator within ten (10) business days indicating the specific vehicle or property being requested. The form also requires information regarding the property currently in service in the department which will be turned in immediately for surplus disposition when the *replacement* is delivered. This information includes but is not limited to year, make, model, mileage and certified accurate general condition of the property. The requests will be considered by the County Administrator based on the immediate needs of the department and/or the department's ability to delay an associated budgetary request for one or more fiscal years, as well as the overall needs of the County.
- (3) The list of remaining property will be provided to county fire departments and county-funded rescue squads. These requests for property will be submitted to the County Administrator for consideration by the County Council. The fire departments and squads will be required to "swap" a piece of property for the requested replacement property. If a "swap" is not desired, county fire departments and rescue squads may request to purchase the basic sedans and small trucks for \$1,000 each. *(Note: higher value vehicles such as specialized or heavy duty trucks, heavy equipment, SUVs, hybrids, very low mileage vehicles, etc., will be considered at wholesale or retail prices on a case-by-case basis.)*
- (4) After all property swap requests from county fire departments and county-funded rescue squads have been processed, the remaining list will be provided to county municipalities and school districts, and local state agency offices which work with the County regularly. Basic sedans and small trucks will be available for \$1,000 each, which must be acknowledged when written requests are submitted to the County Administrator. County Council will consider these requests for final approval. *(Note: higher value vehicles such as specialized or heavy duty trucks, heavy equipment, SUVs, hybrids, very low mileage vehicles, etc., will be considered at wholesale or retail prices on a case-by-case basis.)*
- (5) Any remaining property will be presented to Council to be declared surplus for sale and then bid out through GovDeals, other internet equivalents, or by the means most advantageous to the County, if applicable. In any case of no bidders on any particular item, the County Administrator may provide for other actions or disposal, recycling, or other final disposition of the property.

Section 25.5-59. Allocation of Proceeds from Sale, Lease or Disposal of Surplus Supplies.

Proceeds from the sale, lease or disposal of surplus supplies shall be deposited into the County's general fund or other appropriate fund as determined by the County Administrator or as authorized by the County Council. If property was acquired with Grantor funds, Grantor disposal rules shall be followed.

Section 25.5-60. Authority to Resolve Protested Solicitations and Awards.

- (1) **Right to Protest.** Any actual bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the CPO, except as otherwise stated herein. The protest shall be submitted in writing within three (3) county business days after official notification of the award is sent. (See Notification to Unsuccessful Bidders and Proposers sections herein.)
- (2) **Authority to Resolve Protests.** The CPO shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved bidder, offeror, or a contractor, actual or prospective, concerning the solicitation or award of a contract.
- (3) **Decision.** If the protest is not resolved by mutual agreement, the CPO shall issue a decision in writing within seven (7) calendar days. The decision shall:
 - (a) State the reasons for the action taken; and
 - (b) Inform the protester of the right to administrative review.
- (4) **Notice of Decision.** A copy of the decision shall be sent certified mail to the protestor.
- (5) **Finality of Decision.** A decision shall be final and conclusive, unless fraudulent, or a person adversely affected by the decision appeals administratively to the County Administrator, in writing within three (3) days of receipt of notice of decision or attempted delivery via certified mail of said notice to the address on the bid form first submitted.

Section 25.5-61. Authority to Debar or Suspend.

- (1) **Authority.** After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the CPO, in consultation with the County Attorney and County Administrator, shall have authority to debar a person or firm for cause from consideration for award of contracts. The CPO, in consultation with the County Attorney and County Administrator, shall also have the authority to suspend a person or firm from consideration for award of contracts if there is probable cause to believe that the person or firm has engaged in activity which might lead to debarment. The period of debarment or suspension shall be as prescribed by the CPO as appropriate.
- (2) **Causes for Debarment or Suspension.** The causes for debarment or suspension may include, but not be limited to, the following:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, or directly affects responsibility as a County contractor;
 - (c) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
 - (d) Violation of contract provisions, as set forth below, of a character which is regarded by the CPO to be so serious as to justify debarment action:
 - (i) Deliberate failure without good cause to perform in accordance with the Specifications or within the time limit provided in the contract; or
 - (ii) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - (e) Any other cause the CPO determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for cause;
 - (f) For violation of the ethical standards set forth in Title 8, Chapter 13 of South Carolina Code of Laws 1976 as amended.
- (3) **Decision.** The CPO shall issue a written decision to debar or suspend. The decision shall:
- (a) State the reasons for the action taken; and
 - (b) Inform the debarred or suspended person involved of his rights to administrative review as provided in this Article.
- (4) **Notice of Decision.** A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other intervening party.
- (5) **Finality of Decision.** A decision shall be final and conclusive, unless fraudulent, or the debarred or suspended person appeals administratively to the County Administrator. Debarment is not stayed pending appeal.

Section 25.5-62. Authority to Resolve Contract and Breach of Contract Controversies.

- (1) **Applicability.** This Section applies to controversies between the County and a contractor and which arise under, or by virtue of, a contract between them, and is not applicable to bid or contract award processes. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) **Authority.** The CPO is authorized, prior to commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in the Authority to Resolve Contract and Breach of Contract Controversies section herein.

- (3) **Decision.** If such a controversy is not resolved by mutual agreement, the CPO shall promptly issue a decision in writing. The decision shall:
 - (a) State the reason for the action taken; and
 - (b) Inform the contractor of his rights to administrative review as provided in this Article.
- (4) **Notice of Decision.** A copy of the decision shall be sent certified mail to the contractor.
- (5) **Finality of Decision.** The decision shall be final and conclusive, unless fraudulent, or the contractor appeals administratively to the County Administrator within three (3) days of receipt of notice of decision or attempted notification by certified mail. Debarment is not stayed pending appeal.
- (6) **Failure to Render Timely Decision.** If the CPO does not issue the written decision required in this section within a reasonable time after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision has been received.

Section 25.5-63. Solicitations or Awards in Violation of Law.

The provisions of this Section apply where it is determined by the CPO, or upon administrative review, that a solicitation or award of a contract is in violation of laws and procedures.

Section 25.5-64. Remedies Prior to Award.

If prior to award, it is determined that a solicitation or proposed award of a contract is in violation of laws and procedures, then the solicitation or proposed award shall be:

- (1) Cancelled; or
- (2) Revised to comply with the laws and procedures and rebid; or
- (3) Revised to comply with the law and awarded in a manner that complies.

Section 25.5-65. Remedies After An Award.

If after an award of a contract, it is determined that the solicitation or award is in violation of laws and procedures, then:

- (1) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or
 - (b) The contract may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to the termination.
- (2) If the person awarded the contract has acted fraudulently or in bad faith:
 - (a) The contract may be declared null and void; or
 - (b) The contract may be ratified and affirmed if such action is in the best interest of the County, without prejudice to the County's right to such damages as may be appropriate.

Section 25.5-66. Cooperative Procurement.

The CPO may participate in, sponsor, conduct, or administer a cooperative procurement agreement for the procurement of supplies, services, or construction with one or more Public Procurement Units in accordance with an agreement entered into between the participants. Such cooperative procurement may include, but is not limited to, joint or multi-party contracts between or utilized by Public Procurement Units.

Section 25.5-67. Sale, Acquisition or Use of Supplies.

The CPO may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit independent of the requirements of Methods of Source Selection Section herein.

Section 25.5-68. Cooperative Use of Supplies or Services.

The CPO may enter into an agreement, independent of the requirements of Methods of Source Selection section herein, with any Public Procurement Unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

Section 25.5-69. Joint Use of Facilities/Equipment.

The CPO may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another Public Procurement Unit under the terms agreed upon between the parties.

Section 25.5-70. Ethics, Government Accountability and Rules of Conduct.

The provisions of South Carolina Code Ann. §8-13-100 et seq., known as the Ethics, Government Accountability and Campaign Reform Act, as applicable.

Section 25.5-71. Prohibition Against Contingent Fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 25.5-72. Sanctions.

In addition to all other civil and administrative remedies which are provided by law, the following sanctions may be imposed:

- (1) **Employees.** The County Administrator may impose sanctions on a County employee for violations of the ethical standards in this Article or in the South Carolina State Ethics Act.

(2) **Non-employees.** The CPO may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:

- (a) Written warnings or reprimands;
- (b) Termination of contract(s); or
- (c) Debarment or suspension as provided in Section 24-61.

III. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

IV. 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:

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

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Second Reading of Ordinance

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION: Second Reading of Ordinance #36-2008/2009 - An Ordinance to ratify FY09 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 Public Defender's Office has added a position in the office in Marion County that was previously funded by the Public Defender Corporation. This position is now funded by an allocation paid to the Public Defender by the State of South Carolina. The Public Defender is reimbursing the County for the cost of this position on a quarterly basis.
3. At its regular meeting on March 5, 2009, Florence County Council allocated \$200,000 to the Town of Timmonsville in the form of a loan to be repaid from ad valorem tax distributions.
4. At its regular meeting on March 5, 2009, Florence County Council committed \$3,900,000 of General Fund balance to defray a portion of the construction cost of the proposed new Florence Museum.
5. At its regular meeting on March 5, 2009, Florence County Council committed \$985,000 of General Fund balance to provide one-time capital expense assistance to the Lower Florence County Hospital District.
6. The Ordinance authorizes the County Administrator to execute an intergovernmental agreement for a Community Development Block Grant (CDBG) program, the purpose of which is to provide regional planning services through the Pee Dee Council of Governments.

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 cost of the additional position for the Marion County office of the Public Defender for the remainder of the fiscal year is estimated to be \$33,000 and is being funded by the State of South Carolina.
3. The loan to the Town of Timmonsville in the amount of \$200,000 is being funded from General Fund balance.
4. The commitment of \$3,900,000 to defray a portion of the construction cost of the proposed new Florence Museum is being funded from General Fund balance.
5. The commitment of \$985,000 to provide one-time capital expense assistance to the Lower Florence County Hospital District is being funded from General Fund balance.
6. The regional planning services are provided by the Pee Dee Regional Council of Governments at no cost to Florence County.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance #36-2008/2009.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance #36-2008/2009

Sponsor(s) : County Council
 Introduction : June 4, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 18, 2009
 Second Reading : June 18, 2009
 Third Reading : July 16, 2009
 Effective Date : July 16, 2009

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

ORDINANCE NO. 36-2008/2009

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY09 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 FY09 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 FY09 appropriated budgets:

GENERAL FUND (FUND #10)

Based on the addition of a position in the Marion County office of the Public Defender, to be funded by an allocation to the Public Defender from the State of South Carolina, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-365-0100	\$ 33,000
Expenditures	10-411-406-100-0100	\$ 25,000
	10-411-406-100-0101	\$ 2,000
	10-411-406-100-0102	\$ 3,000
	10-411-406-100-0103	\$ 3,000

Based on the allocation of a loan to the Town of Timmons ville in the amount of \$200,000 to be repaid from ad valorem tax distributions, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	10-399-9500	\$200,000
Expenditures	10-411-488-000-8800	\$200,000

Based on the commitment in the amount of \$3,900,000 to defray a portion of the cost of construction on the proposed new Florence Museum, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	10-399-9500	\$3,900,000
Expenditures	10-411-488-000-8800	\$3,900,000

Based on the commitment to provide one-time capital expense assistance in the amount of \$985,000 to the Lower Florence County Hospital District, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	10-399-9500	\$985,000
Expenditures	10-411-488-000-8800	\$985,000

GRANT FUND (FUND #42)

The FY09 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	\$ 88,123
Solicitor's Salary Supplement	4400	\$ 184,073
Solicitor's Pre-trial Intervention	4401	\$ 174,754
Juvenile Drug Court	4402	\$ 57,812
Library Gifts/Donations	4406	\$ 105
School Dist #1 SRO	4447	\$ 46,141
School Dist #3 SRO	4448	\$ 69,501
Sheriff DSS	4452	\$ 45,920
School Dist #2 SRO	4455	\$ 86,432
SRO Sneed	4202	\$ 44,752
School Dist#3 SRO	4205	\$ 47,067
School Dist #1 Roving SRO	4216	\$ 53,645
SLED	4219	\$ 9,000
Used Oil contract	4222	\$ 10,430
Olanta Library	4229	\$ 59,374
Gray Road water	4232	\$ 271,704
Timmons ville Library	4236	\$ 84,374
JAG Grant – CDV Investigator	4239	\$ 44,727
JAG Grant – Gang Investigator	4241	\$ 47,191
School Dist #1 SRO	4242	\$ 112,282
School Dist #5 SRO	4243	\$ 36,622
Public Defender	4248	\$ 70,265
Circle Park	4251	\$ 13,245
DUI Prosecutor	4253	\$ 55,662
Victim Witness – Solicitor	4254	\$ 41,684
Library – Ingram Trust	4257	\$ 5,000
Sheriff – Dog supplies	4262	\$ 9,353
Johnsonville Library	4266	\$ 845,000

Lynches River County Park Fall Frenzy	4270	\$ 1,000
800 MHZ Radios	4271	\$ 1,230
FY2009 Used Oil grant	4272	\$ 8,730
First Responder	4273	\$ 197,247
Tree Ordinance	4274	\$ 3,260
VOCA Grant	4275	\$ 7,472
Family Court DSS incentives	4277	\$ 60,000
Family Court DSS unit cost	4278	\$ 276,590
SC Forestry	4279	\$ 3,053
Sheriff equipment-SCB&CB	4280	\$ 82,000
Lake City Hospital-SCB&CB	4281	\$ 20,000
EMS Grant-in-Aid	4284	\$ 26,926
Monster, Inc.	4286	\$1,830,000
Bulletproof vests	4287	\$ 563
HMEP Grant	4288	\$ 7,698
Britton-Bostic-Winona site	4289	\$ 100,000
Heinz, Inc.	4291	\$3,735,000
SCDOT PCN# 38542	4292	\$ 27,800
Florence Museum	4293	\$7,800,000
9EMPG01 Grant	4295	\$ 46,159
Lynches River County Park	4296	\$ 2,300

- 2) The County Administrator is hereby authorized to execute an intergovernmental agreement for a Community Development Block Grant (CDBG) project, the purpose of which is to provide regional planning services through the Pee Dee Regional Council of Governments.
- 3) This Ordinance includes the ratification of all grant and budget related resolutions as previously approved by Florence County Council for the fiscal year ending 06/30/09.
- 4) All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
- 5) 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

June 18, 2009

AGENDA ITEM: Second Reading – Ordinance No. 37-2008/09

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Sale Of Property Owned By Florence County Designated As Tax Map Nos. 90087-08-003, 90087-08-004 And 90087-08-005 To LIBRIS Redevelopment, LLC, And To Authorize The County Council Chairman To Execute An Option To Purchase Real Estate, Subject To County Attorney Review.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Provide an alternate directive.

ATTACHMENT:

1. Ordinance No. 37-2008/09.
2. Proposed Option to Purchase Real Estate.

Sponsor(s) : County Council
 First Reading/Introduction : June 4, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing :
 Second Reading : June 18, 2009
 Third Reading : July 16, 2009
 Effective Date : Immediately

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

ORDINANCE NO. 37-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Sale Of Property Owned By Florence County Designated As Tax Map Nos. 90087-08-003, 90087-08-004 And 90087-08-005 To LIBRIS Redevelopment, LLC, And To Authorize The County Council Chairman To Execute An Option To Purchase Real Estate, Subject To County Attorney Review.)

WHEREAS:

1. Florence County currently owns property designated as Tax Map Numbers 90087-08-003, 90087-08-004 And 90087-08-005, and situated on said property is the old Florence County Library; and
2. At its February 21, 2008 meeting, Council authorized the release of a Request for Proposals (RFP) providing for rehabilitation or preservation of the historical aspects or purchase of the old Florence County Library. The County received no responses to the RFP; and
3. Subsequently, the County received a letter of interest from LIBRIS Redevelopment, LLC representatives for the purchase of the property. Negotiations have continued and culminated in the attached Option to Purchase Real Estate; and
4. The County has no future plans for the property and requests that County Council declare it surplus property and authorize the sale thereof.

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

1. Property designated as Tax Map Numbers 90087-08-003, 90087-08-004 and 90087-08-005, known generally as the old Florence County Library, is hereby declared surplus property.
2. The sale of said property is hereby authorized and the County Council Chairman is authorized to proceed with the execution of an Option to Purchase Real Estate attached hereto and to convey the property at the appropriate time, subject to review by the County Attorney.
3. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
4. 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

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

OPTION TO PURCHASE REAL ESTATE

For and in consideration of the sum of \$5,000.00 paid to it by LIBRIS Redevelopment, LLC (the "Optionee") upon the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the County of Florence (the "Optionor") does hereby grant to the Optionee the exclusive option to purchase the real property and improvements constructed thereon, and all easements, appurtenances and other rights thereunto appertaining, known generally as the "Old Florence County Library," shown generally on Florence County Tax Map No. 90-087 as Parcels 003, 004 and 005 in Block 08, for the price and on the terms hereafter stated.

1. *Striking Price.* If this Option is exercised, the striking price shall be the current, "as is" fair market value of the subject property as determined in an MAI appraisal to be conducted (at Optionor's expense) by Fowler Appraisal Company, Florence, SC, reduced by the following:

a. The cost of asbestos abatement as agreed between Optionor and Optionee; but if they cannot agree upon the same, then as estimated by some mutually acceptable third party;

b. The cost necessary to bring into merchantable condition the roof of the historic portion of the improvements constructed on the subject property as agreed between Optionor and Optionee; but if they cannot agree upon the same, then as estimated by some mutually acceptable third party; and

c. The cost of demolition of the nonhistoric portion of the improvements constructed on the subject property as agreed between Optionor and Optionee; but if they cannot agree upon the same, then as estimated by some mutually acceptable third party;

PROVIDED, always, that in no event shall the striking price be less than \$50,000.00, regardless of the cost reductions otherwise applicable thereto and set forth above. The Optionee specifically acknowledges that as a striking price, the amounts contemplated herein are in addition to the consideration paid for this Option, which therefore shall not be credited against the striking price due at closing, if this Option is exercised.

2. *Method of Exercise; Termination.* This Option shall have a term (the "Term") of one hundred eighty (180) days from and after the date hereof. The Optionee must exercise this Option, if at all, by Notice to Optionor prior to the expiration of the Term. If the Optionee fails to exercise this Option it shall terminate upon the conclusion of the Term with no further obligation on the part of either party.

3. *Sole Contingency.* If before closing a title defect which cannot reasonably be cured is discovered, or if title insurance cannot be provided to Optionee's commercially reasonable satisfaction, then following reasonable Notice to Optionor thereof Optionee shall have the

privilege to cancel this Option and be entitled thereupon to the refund of the consideration paid for this Option.

4. *Suitability studies.* The Optionor will permit the Optionee, its agents, contractors, or other business affiliates, including without limitation prospective tenants and their agents, contractors and other business affiliates, at Optionee's sole expense, at any time after this Option is signed and either before or after its exercise, to make architectural and engineering studies, including without limitation soil tests and borings and estimated cost of grading, demolition (of nonhistoric portions of the improvements), demographic and other site suitability studies and environmental studies in order to determine the suitability of the subject property for the Optionee's proposed use. Optionee shall indemnify and hold harmless Optionor from and against any and all liability, damages or other costs associated therewith or caused thereby.

5. *Delivery of possession; Closing.* Possession of the subject property will be given to Optionee upon closing, which shall be held no later than thirty (30) days following the end of the Term; PROVIDED, however, that for a period of up to two (2) years following the date hereof or until Optionor completes the construction and obtains occupancy of its new VRE building, whichever shall first occur, until and unless suitable off-site space can be obtained by Optionee to meet Optionor's reasonable needs, at Optionee's expense, for VRE storage space, Optionor's needs for such storage shall be accommodated by Optionee on-site. The deed to the subject property shall be a limited warranty deed; and it is expressly contemplated that such deed shall contain language reasonably satisfactory to the Optionor to the effect that the historic portions of the improvements constructed on the subject property will be preserved. Closing shall be held at the offices of the Optionee's counsel in Florence, SC, during normal business hours.

6. *Notices.* Notices given hereunder must be in writing and may be served by mail or by a nationally recognized overnight courier. The time of service shall be the date of mailing, if mailed, or the date of delivery, if delivered by courier. Notice shall be mailed to the Optionee at PO Box 6617, Florence, SC 29502 in care of Mr. John R. Chase or delivered to the Optionee at the offices of Haynsworth, Sinkler, Boyd, P.A., 1831 West Evans Street, Suite 318, Florence, South Carolina 29501 and mailed or delivered to the Optionor, c/o Mr. Richard Starks, Administrator, at 180 N. Irby Street, City-County Complex, MSC-G, Florence, SC 29501 with a copy mailed to Mr. James C. Rushton, Attorney at Law, PO Box 1770, Florence, SC 29503-1770, or to such other address as either Optionor or Optionee may by appropriate Notice to the other hereafter designate.

8. *Binding effect.* The provisions of this Option shall be binding upon and insure to the benefit of both parties and their respective heirs, assigns, executors, administrators, and successors.

9. *Non-waiver.* No delay or failure by either party to exercise any right under this Option, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. *Headings.* Headings in this Option are for convenience only and shall not be used to interpret or construe its provisions.

11. *Governing law.* This Option shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. *Counterparts.* This Option may be executed in two or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

13. *Time of essence.* Time is expressly declared to be of the essence of this Option.

14. *Entire agreement.* This Option supersedes all agreements previously made between the parties relating to its subject matter.

15. *Assignment.* None of the either parties' rights or duties hereunder may be delegated to any third party without the express written consent of the other.

16. *Waiver of Interpretation Presumption.* This Option has been negotiated by the parties hereto and by the respective attorneys for each party. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participate in the finalization of this Option; and in the event of a dispute concerning the interpretation of this Option, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

In Witness whereof the Optionor has granted this Option on this ___ day of June, 2009.

WITNESSES:

OPTIONOR:
County of Florence

By : _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named County of Florence by _____ its Chairman and _____ its _____ sign and deliver the within Option to Purchase Agreement; and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN to before me this ____
day of June, 2009.

Notary Public for
My commission expires:

The form and content of this Option to Purchase are approved and receipt of a copy thereof hereby acknowledged this the ____ day of June, 2009.

LIBRIS Redevelopment, LLC

By: _____
Its: Manager

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 18, 2009

AGENDA ITEM: Ordinance No.38-2008/09
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Randy H. Coker Located On Devonshire Road, Lake City From R-1, Single-Family Residential District To R-2, Single-Family Residential District Shown On Florence County Tax Map No. 00167, Block 31, Parcel 127 Consisting Of 4.00 Acres.]

POINTS TO CONSIDER:

1. The property is located in Council District 1.
2. The subject property is currently used as residential and farm land and zoned R-1, Single-Family Residential District.
3. The applicant wishes to rezone the property to R-2, Single-Family Residential District.
4. The property is surrounded by vacant lots and residential homes.
5. The property is presently designated as Existing Residential area and Industrial Business area.
6. Therefore, the applicant's request to rezone this property to R-2 will comply with the Comprehensive Plan Land Use Map.

OPTIONS:

1. *(Recommended)* Approve the Ordinance as Presented.
(Planning Commission approved 6-0)(Council District 1).
2. Provide An Alternate Directive.

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 38-2008/09
2. Staff report for PC#2009-20
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Zoning Ordinance information

Sponsor(s) : Planning Commission
 Planning Commission Consideration : May 26, 2009
 Planning Commission Public Hearing : May 26, 2009
 Planning Commission Recommendation : May 26, 2009 [Approved 6-0]
 First Reading/Introduction : June 18, 2009
 Committee Referral : N/A
 Second Reading : July 16, 2009
 Third Reading : August 20, 2009
 Effective Date : Immediately

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

ORDINANCE NO. 38-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Randy H. Coker Located On Devonshire Road Florence County From R-1, Single-Family Residential District To R-2 Single-Family Residential District Shown On Florence County Tax Map No. 00167, Block 31, Parcel 127 Consisting Of 4.00 Acres.]

WHEREAS:

1. Section 30-291 of the Florence County Code establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are 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. Section 30-297 of the Florence County Code republished January 2008, 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 Planning Commission at a public hearing on May 26, 2009.

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

1. Property located on Devonshire Road bearing Tax Map 00167, Block 31, Parcel 127 is hereby rezoned to R-2, 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

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

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
MAY 26, 2009
PC#2009-20
ORDINANCE NO. 38-2008/09**

Subject: Rezoning request from R-1, Single-Family Residential District to R-2, Single-Family Residential District

Location: Property located Devonshire Road, Lake City

Tax Map Number: 00167, Block 31, Parcel 127

Council District(s): 1; County Council

Owner of Record: Randy H. Coker

Applicant: Randy H. Coker

Land Area: 4 acres

Existing Land Use and Zoning:

The subject property is currently used as a Residential and Farm land which is zoned R-1, Single-Family Residential District in Florence County.

Proposed Land Use and Zoning:

The applicant is proposing to rezone the subject property to R-2, Single-Family Residential District for future development of residential homes.

Surrounding Land Uses and Zoning

North: Vacant/R-1/Florence County
South: Vacant/R-1/Florence County
East: Single-Family Residential/R-1/Florence County
West: Vacant/R-1/Florence County

Florence County Comprehensive Plan:

The majority of the subject property is located in an Existing Residential area, with the front corridor of the parcel being located in an Industrial Business area according to the Comprehensive Plan Land Use Map. The applicant has requested to rezone this property from R-1, Single-Family Residential District to R-2, Single-Family Residential District. This request does comply with the Existing Residential portion of the property, but does not comply with the Industrial Business portion of the property.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Devonshire Road, Lake City, SC.

Water and Sewer Availability- These services are provided by the City of Lake City.

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 original request was to rezone the subject property to R-5 Multi-Family Residential District. The request was reconsidered after talking to staff about development of property. Mr. Coker requested to rezone the property to R-2, Single-Family Residential District.

Florence County Planning Commission Action: May 26, 2009

The six Planning Commission members present approved the rezoning request unanimously at the meeting held on May 26, 2009.

Florence County Planning Commission Recommendation:

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



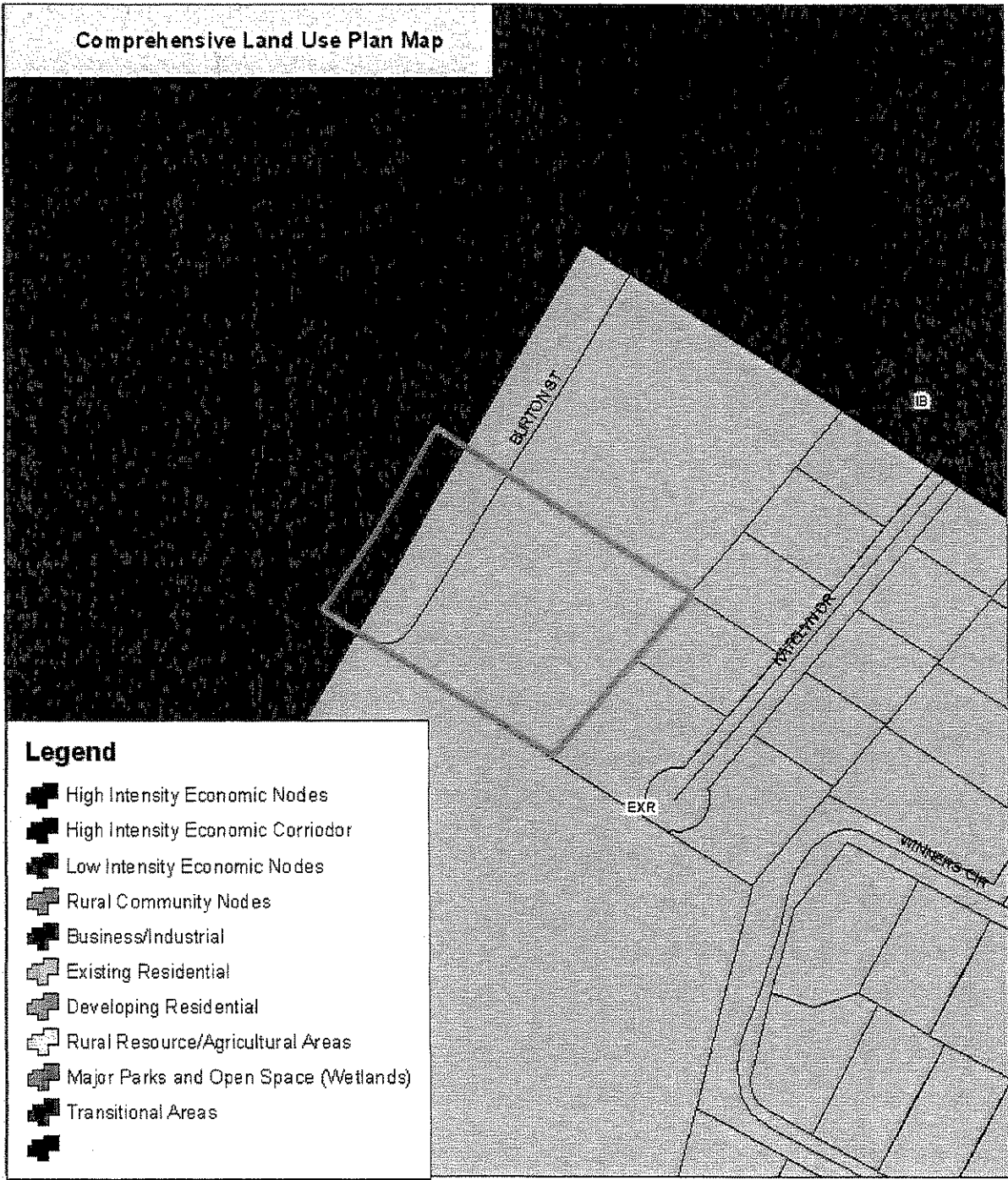
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Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
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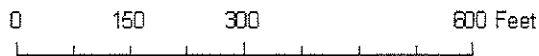


COUNTY COUNCIL DISTRICT(S): 1
PC#2009-20

Comprehensive Land Use Plan Map

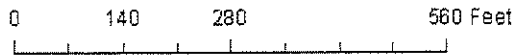
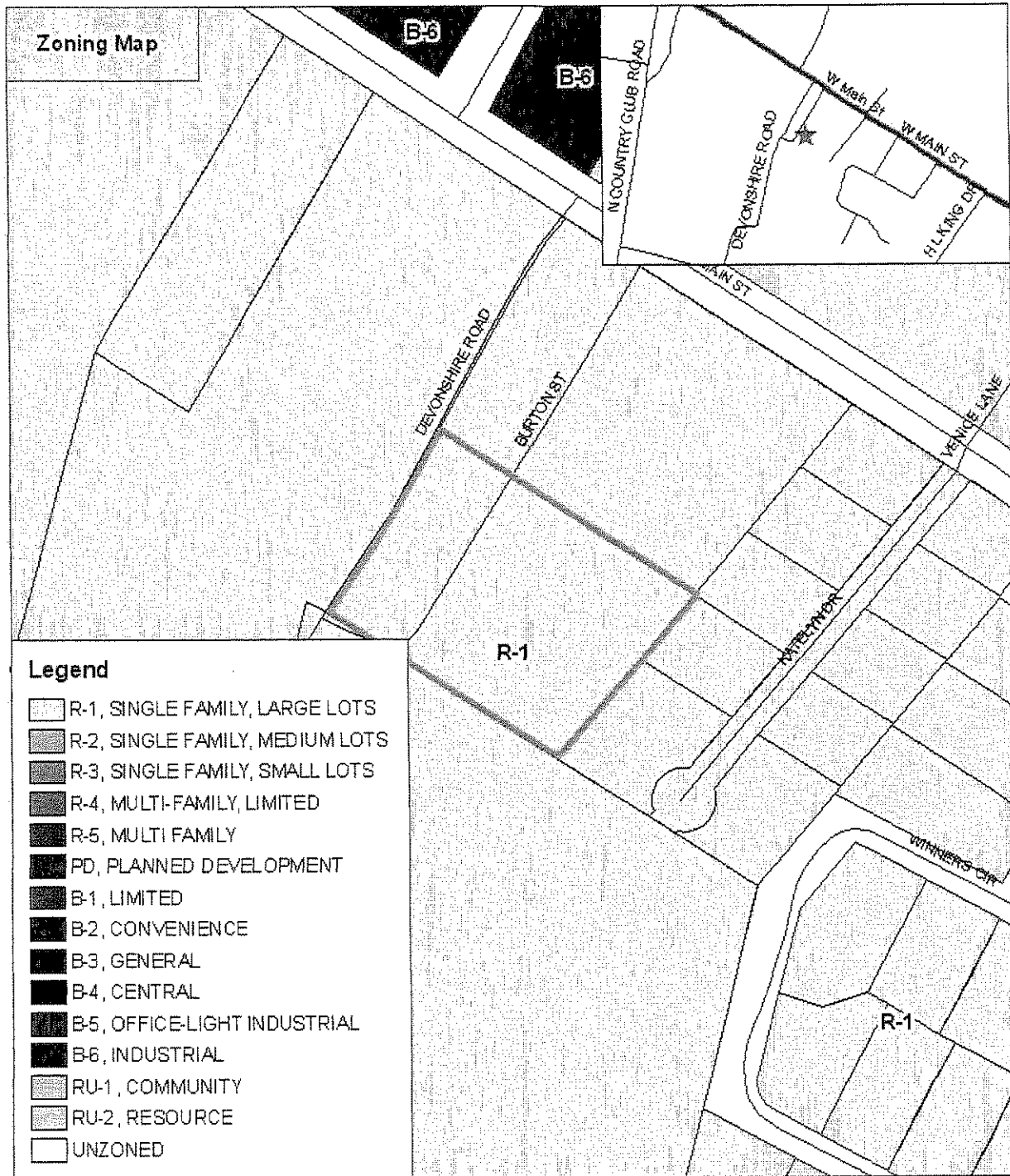


- Legend**
- High Intensity Economic Nodes
 - High Intensity Economic Corridor
 - Low Intensity Economic Nodes
 - Rural Community Nodes
 - Business/Industrial
 - Existing Residential
 - Developing Residential
 - Rural Resource/Agricultural Areas
 - Major Parks and Open Space (Wetlands)
 - Transitional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



Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

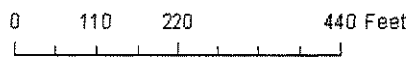
COUNTY COUNCIL DISTRICT(S): 1
PC#2009-20



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

COUNTY COUNCIL DISTRICT(S): 1
PC#2009-20

Florence County 2003 Orthophotography Map



Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning
& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 1
PC#2009-20

Comprehensive Plan Attachment:

Residential Areas Existing Residential

Existing residential areas represent one of the most important resources in the county. As such, the retention and protection of such areas are paramount.

Objective

The objective of this designation is to identify and protect the character and present use of residential resources (existing neighborhoods and subdivisions) and to prohibit development which would compromise or infringe on the prevailing character or continued use of such resources for residential purposes. Also, this designation is designed to promote in-filling of such areas with like uses as an efficient means of meeting future housing demands, and limiting sprawl.

Strategy

The following strategies are designed to implement the objective of this classification.

- ✓ Identify and map such areas.
- ✓ Structure and apply zoning and development regulations aimed at protecting the use and integrity of such areas.
- ✓ Monitor existing subdivisions for sign of change of use and/or deteriorating conditions, and take appropriate action to stabilize and/or revitalize such areas for continued residential use.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Protect and sustain existing residential areas, including property values and amenities	<ul style="list-style-type: none"> ❖ Single-family detached, site built dwellings ❖ Manufactured housing compatible with design characteristics, safety, and habitability standards required of site built housing ❖ Institutional uses in support of and compatible with residential uses, e.g. schools, churches, parks, and recreation facilities 	<ul style="list-style-type: none"> ❖ Most non-residential uses, including commercial, industrial, and business uses ❖ Multi-family residential uses ❖ Mobile and Manufactured homes not meeting standards for inclusion with single-family site built dwellings

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

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.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

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 2009 was previously provided to Council. Additional copies are available upon request.)

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Facilities Management Department
Procurement Department

ISSUE UNDER CONSIDERATION: Award Bid #42-08/09 for roof replacement at a county building located at 1705 West Evans Street to Gardner Roofing in the amount of \$89,331, contingent upon receipt of funding for the entire project from South Carolina Department of Health and Environmental Control (SCDHEC), who currently leases the building, and execution of an agreement concerning the roof replacement with SCDHEC.

POINTS TO CONSIDER:

- 1) Florence County has agreed to replace the roof at a county building located at 1705 West Evans Street currently being used by SCDHEC. SCDHEC has agreed to fund the roof replacement in the amount of \$89,331 plus bid advertising costs of \$238.10.
- 2) Bid #42-08/09 was publicly offered.
- 3) Eleven (11) bids were received; seven (7) were compliant.
- 4) Gardner Roofing, Hartsville, SC was the lowest compliant bidder at \$89,331.
- 5) The Facilities Manager recommends this award.
- 6) The bid expires June 29, 2009.

FUNDING FACTORS:

- 1) \$89,331 = Total cost for the roof replacement at a County building located at 1705 West Evans Street, currently leased by SCDHEC and to be funded by SCDHEC.

OPTIONS:

- 1) *(Recommended)* Award Bid #42-08/09 for roof replacement at a county building located at 1705 West Evans Street to Gardner Roofing in the amount of \$89,331, contingent upon receipt of funding for the entire project from South Carolina Department of Health and Environmental Control (SCDHEC), who currently leases the building, and execution of an agreement concerning the roof replacement with SCDHEC; and authorize the County Administrator to execute the agreement. *(7 compliant bids were received)*
- 2) Provide An Alternate Directive.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) May 8, 2009 Recommendation Letter from Facilities Manager.
- 3) Agreement with South Carolina Department of Health and Environmental Control.

Florence County
 Roof Replacement Project-DHEC Building
 Invitation-to-Bid #42-08/09

Bid Opening Date:
 Time: 4/28/2009 11:00 AM
 Adverts Date: MN-4/5/09 SCBO-4/6/09
 Invitations to Bids Distributed: 22
 Bid Expiration Date: 6/29/2009

Pg. 1 of 2

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Gardner Roofing Hartsville, SC	\$89,331.00	Yes	Yes	\$89,331.00	
Nations Roof Pineville, NC	\$94,618.00	Yes	No	\$94,618.00	
I & E Specialities Lexington, SC	\$104,092.00	Yes	Yes	\$104,092.00	
Coastal Commercial Roofing Co., Inc. Conway, SC	\$110,953.00	Yes	No	\$110,953.00	
Roofco, Inc. of Sumter, SC Sumter, SC	\$112,800.00	Yes	No	\$112,800.00	
Keating Roofing & Sheet Metal Co. Charleston, SC	\$115,765.00	Yes	No	\$115,765.00	

Notes:
2% Local Preference Florence County Code, Section 11-62

Florence County
Roof Replacement Project-DHEC Building
Invitation-to-Bid #42-08/09

Bid Opening Date: 4/28/2009
Time: 11:00 AM
Advised Date: MN-4/5/09 SCBO-4/6/09
Invitations to Bids Distributed: 22
Bid Expiration Date: 6/29/2009

Pg. 2 of 2

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Sunbelt Roofing Service, Inc. Marion, SC	\$117,000.00	Yes	Yes	\$117,000.00	
Spann Roofing & Sheet Metal, Inc. Conway, SC	\$124,775.00	Yes	Yes	\$124,775.00	
Southern Roofing Services, Inc. Sumter, SC	\$143,000.00	Yes	Yes	\$143,000.00	
Frizzell Const. DBA/Summit BSR Roofing Mount Holly, NC	\$146,000.00	Yes	Yes	\$146,000.00	
Cyclone Roofing Indian Trail, NC	\$153,650.00	Yes	Yes	\$153,650.00	

Notes:
 2% Local Preference Florence County Code, Section 11-62



FLORENCE COUNTY
Facilities Management

William Hargrove
Facilities Manager

MEMORANDUM

To: Mazie Abraham, Interim Procurement Director
From: Bill Hargrove, Facilities Manager *WJH*
Date: May 8, 2009
Re: Recommendation on Awarding Bid #42-08/09

My recommendation for Bid #42-08/09, Roof Replacement Project – DHEC Building, is that it be awarded to the responsive bidder, Gardner Roofing of Hartsville, SC in the amount of \$89,331.00.

If you have any questions, please contact me.

WJH

DEPARTMENT OF HEALTH &)
ENVIRONMENTAL CONTROL)
&)
FLORENCE COUNTY)

CONTRACT OF AGREEMENT

For and in consideration of the sum of \$89,569.10

payable to FLORENCE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter termed COUNTY), COUNTY agrees to provide a general contractor for the construction and/or renovation activities for the South Carolina Department of Health and Environmental Control (hereinafter termed DHEC) facility located in Florence County, in accordance with all applicable purchasing policies and procedures listed in and described by the Florence County Procurement Code.

CONTRACT OF AGREEMENT:

Florence County will provide, through the bid process, a new roof for the Florence County Annex building, located at 1705 W. Evans Street. This facility is currently being used by DHEC Employees.

While the state (DHEC) is using funds for a county building, we (DHEC) expect the COUNTY to allow us the use of this facility for twenty (20) years. If for some reason the County needed this facility, they would give us adequate space in another location. If the facility becomes no longer economically viable, the County makes no guarantee of adequate space in another location.

Once this contract is signed, we (DHEC) would start the payment process. We would expect the roof replacement to be completed by December 31, 2009. If for some reason the

new roof does not get completed, Florence County would reimburse DHEC the amount paid.

COUNTY agrees the construction/renovation is in the best interest of the COUNTY and DHEC and is solely for the support of DHEC in Florence County, in its desire to provide an adequate health care environment for said County.

This contract, as written, is binding, equally, on all parties described herein and can be rescinded or altered only by mutual consent and agreement of all parties assigned.

Completed this _____ day of _____, 2009

For DHEC:

For the County:

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports

DEPARTMENT: FY2009/2010 State Accommodations Tax Allocations Recommended
Finance

ISSUE UNDER CONSIDERATION: Approval of FY2009/2010 State Accommodations Tax allocations to be distributed to the various recipients.

POINTS TO CONSIDER:

1. The Florence County Accommodations Tax Advisory Committee met on May 28, 2009 and received applications for the FY2009/2010 State Accommodations Tax funds.
2. The Committee deliberated allocation of the available funding.
3. Attached is their recommendation to County Council regarding the allocation of the funds.

FUNDING FACTORS:

1. \$250,000 = Total one-time costs for FY2009/2010
2. \$250,000 is funded from State Accommodations Tax funds budgeted in Fund 121. (See p. 166 in FY09/10 budget book)

OPTIONS:

1. *(Recommended)* Approve the expenditure of \$250,000 in State accommodations tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2009/2010.
2. Refer all or some of the allocation recommendations to an Accommodations Tax Reconciliation Committee

ATTACHMENT:

1. Spreadsheet listing the recommendation of the Accommodations Tax Advisory Committee.

Organization / Event/Project Name	FY08-09 funding	FY09-10 request	FY09-10 recommendations
Florence County Recreation		\$ 7,500.00	\$ 3,000.00
Florence Regional Arts Alliance	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00
The Frontage Road Association	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00
Freedom Florence (City of Florence)	\$ 25,000.00	\$ 30,000.00	\$ 25,000.00
Francis Marion University - Art's Alive Festival	\$ 3,000.00	\$ 20,000.00	\$ 3,000.00
Florence Tennis Association	\$ 5,000.00	\$ 8,000.00	\$ 5,000.00
Florence Family YMCA - Pee Dee International Festival		\$ 5,000.00	\$ 1,500.00
Boys & Girls Clubs of the Pee Dee - CC Basketball Tournament	\$ 2,500.00	\$ 8,000.00	\$ 2,000.00
Florence City-County Civic Center	\$ 50,000.00	\$ 114,250.00	\$ 50,000.00
Masterworks Choir	\$ 1,500.00	\$ 5,000.00	\$ 1,250.00
Florence Little Theatre	\$ 5,000.00	\$ 15,000.00	\$ 2,000.00
Florence Museum of Art, Science and History	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00
Pee Dee Visions Foundation - May Fly Air Show		\$ 30,000.00	\$ 5,000.00
The Florence CVB	\$ 100,500.00	\$ 125,000.00	\$ 100,100.00
Pee Dee Tourism	\$ 15,000.00	\$ 20,000.00	\$ 15,000.00
Florence Symphony Orchestra	\$ 2,000.00	\$ 7,500.00	\$ 1,500.00
Florence Downtown Development Corp.	\$ 4,000.00	\$ 10,000.00	\$ 2,000.00
Southeastern Bluegrass Association of SC	\$ 2,000.00	\$ 5,000.00	\$ 2,000.00
Woods Bay State Natural Area Interpretive	\$ 2,000.00	\$ 5,000.00	\$ 2,000.00
Florence International Basketball Association		\$ 10,500.00	\$ 900.00
Saint Teresa Community Outreach		\$ 1,900.00	\$ 500.00
SC Watercolor Society		\$ 3,500.00	\$ 1,000.00
SC Dance Theatre	\$ 1,000.00	\$ 5,000.00	\$ 750.00
Spirit of Tomorrow		\$ 10,000.00	\$ 4,000.00
	\$ 250,000.00	\$ 483,150.00	\$ 250,000.00

Recommend funding through other means. Forward allocated funds to CVB in this instance.

** \$10,000 for Car Hauler Parade, \$3000 for Historic Racing Festival, \$2000 for African American Site procure

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Procurement Department

ISSUE UNDER CONSIDERATION:

Council is requested to approve a change order for additional site work costs at the Johnsonville Branch Library in the amount of \$208,711 to FBI Construction.

POINTS TO CONSIDER:

- 1) The original bid from FBI Construction included an estimated allowance of \$112,487 for site work at the Johnsonville Library. At the time of the estimate by FBI Construction, Florence County did not have a final site plan and had not purchased the additional ½ acre for the library. There is an additional \$208,711 in site work that is needed in order to construct the branch library.
- 2) The architect has reviewed and recommends the change order as presented.

FUNDING FACTORS:

- 1) \$208,711 = Total change order amount needed for additional site work costs at the Johnsonville Branch Library to be funded from previously approved funding for the project.

OPTIONS:

- 1) (*Recommended*) Approve a change order in the amount of \$208,711 for additional site work costs at the Johnsonville Branch Library.
- 2) Decline.

ATTACHMENTS:

- 1) Change order from FBI Construction.
- 2) Letter of Recommendation from Craig, Gaulden and Davis dated June 8, 2009.

FBI CONSTRUCTION

P. O Box 4507, Florence, SC 29502

(Phone) 843-665-0408

(Fax) 843-665-7715

COST ISSUE / PROPOSAL QUOTATION	NO. PR-05
--	------------------

PROJECT: Johnsonville Branch Library QUOTE NO.: PR-05 DATE QUOTED: 05/13/09	PROJECT NO.: 09006 ARCH. PROJECT NO.:
TO: David Dixon Craig, Gauldin & Davis Inc P O Box 2527 Greenville, SC 29602 (Phone) 1-864-242-0761 (Fax) 1-864-233-2319	DAYS ALLOWED FOR APPROVAL: 5 EXPIRATION DATE: 05/18/09 REQUESTED EXTENSION OF TIME IN DAYS:

DESCRIPTION:
 INCREASE IN SITEWORK COST ABOVE PROJECT ALLOWANCE.
 SEE ATTACHED FOR BREAKDOWN

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
	COST OF SITEWORK OVER ALLOWANCE	\$193,126
SELF PERFORMED WORK		

APPROVAL
ARCH: _____ DATE: _____ OWNER: _____ DATE: _____

SUBTOTAL:	\$193,126
FEE PERCENT: 7%	\$13,519
	\$206,645
BOND: 1%	\$2,066
TOTAL REQUEST AMOUNT:	\$208,711

DISTRIBUTION

FBI CONSTRUCTION
Signed By: _____ Kyle Gunter, Vice President
Date: 5/13/09

CRAIG
ARCHITECTURE
GAULDEN
DESIGN
DAVIS
INTERIORS

June 8, 2009

Mr. Richard Starks, County Administrator
Florence County
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Re: Johnsonville Branch Library
Florence County Library
CGD Project No. 07026.01

Dear Mr. Starks:

I recommend that Florence County proceed with the construction of the Johnsonville Branch Library.

Florence County received unusually low pricing on the joint bids for the Timmons ville and Olanta branches. The successful general contractor's reputation provided a comfort level for our team and the County to move forward. Thus far, we are very pleased with the work that FBI Construction is doing.

The site work for the Johnsonville library was carried as an allowance in the contract negotiations because the site had not been finalized and detailed information was not known. The additional cost requested by FBI Construction via change order is justified. Multiple bids for the site work were received and the low bid price was very competitive with other bidders and indicative of the market value of the work. Based on price, a different site work subcontractor was chosen for Johnsonville than for Timmons ville and Olanta.

While the design is very similar in layout to Timmons ville, more extensive grading work is involved. This is due to nature of the soils and the natural topography which requires more fill material to create the desired finished floor elevation. The cut and fill operations for both Timmons ville and Olanta were less expensive than proposed at Johnsonville due to hauling costs for suitable and unsuitable materials. The quoted cost for additional cut and fill work (if required) is higher than the unit prices provided on bid day for Timmons ville and Olanta; however, the price is fair.

The low bidder's proposal includes floating costs for asphalt based on market volatility. While I had some initial concern about this, I believe that seeking to pin down an absolute cost may unnecessarily add cost to the project. The quantities of material are not large enough to consider increasing the costs now to cover a potential future increase in the cost of material.

Finally, our civil engineer recommended fencing the entire detention basin leading to higher costs for the work than at Timmons ville. If the County desires that our team re-examine this decision, we can consider elimination of the fencing in order to reduce the cost.

Please give me a call if we need to discuss this further.

Sincerely,

CRAIG GAULDEN & DAVIS, INC.



David L. Dixon, AIA
Principal

10 Washington Park

864 242-0761

Post Office Box 2527

WV 864 233-2319

Greenville, South Carolina 29603

www.cgdarch.com

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the Professional Engineering Services RFQ panel.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council
Surplus Property

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

Authorize exchange of Florence County vehicle #940, a 2005 Ford Crown Vic for a 2000 Ford Crown Vic, Serial # 2FAFP71W8YX183569 currently owned by Hannah-Salem-Friendfield Fire Department.

POINTS TO CONSIDER:

1. Hannah-Salem-Friendfield Fire Department has requested to swap a 2000 Ford Crown Vic currently owned by the department for Florence County vehicle #940, a 2005 Ford Crown Vic.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.

OPTIONS:

- 1) *(Recommended)* Authorize exchange of Florence County vehicle #940, a 2005 Ford Crown Vic for a 2000 Ford Crown Vic, Serial # 2FAFP71W8YX183569 currently owned by Hannah-Salem-Friendfield Fire Department.
- 2) Provide Alternate Directive.

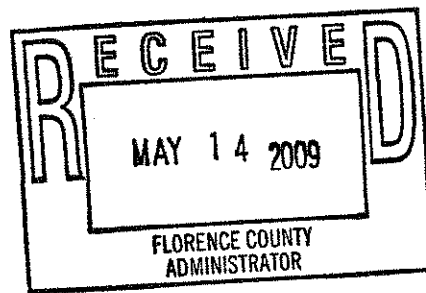
ATTACHMENTS:

Florence County Surplus Property Request Form.

FLORENCE COUNTY SURPLUS PROPERTY REQUEST

IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY ON SURPLUS LIST BEING REQUESTED:

Property Identification Number: V0940 2FAF971W05X167433
 Year: 2005
 Make: Ford
 Model: C.V.
 Mileage: 169,456



IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY CURRENTLY IN SERVICE ASSIGNED TO DEPARTMENT:

Department: Hannah - Salem - Friendfield Fire Protection District
830 West Highway 378 - Hannah
Pamplico, South Carolina 29583-5514

Property Identification Number: 2FAFP71W8YX183569
 Year: 2000
 Make: Ford
 Model: C.V.
 Mileage: 129,220

General Condition of Property:(body, interior, mechanical, etc.-fair, good, excellent) Good
High Mileage

Signature *[Signature]* Fire Chief 5/14/09
 Department Head/Elected/Appointed Official Or Authorized Designee Date

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council
Surplus Property

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

Authorize the sale of vehicle #610, a 1999 Ford Explorer, to Windy Hill Volunteer Fire Department in the amount of \$1,500.

POINTS TO CONSIDER:

1. Windy Hill Fire Department has requested the purchase of vehicle #610, a 1999 Ford Explorer in the amount of \$1,500.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.

OPTIONS:

- 1) *(Recommended)* Authorize the sale of vehicle #610, a 1999 Ford Explorer, to Windy Hill Fire Department in the amount of \$1,500.
- 2) Provide Alternate Directive.

ATTACHMENTS:

Florence County Surplus Property Request Form.

FLORENCE COUNTY
SURPLUS PROPERTY REQUEST

Request to Purchase

IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY ON SURPLUS LIST BEING REQUESTED:

Property Identification Number: VOGLO 1FMZU32X8X4B24202
Year: 1999
Make: Ford
Model: Explorer
Mileage: 120,111

IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY CURRENTLY IN SERVICE ASSIGNED TO DEPARTMENT:

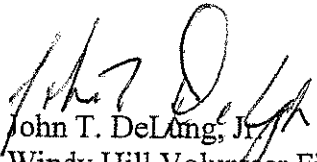
Department: _____
Property Identification Number: _____
Year: _____
Make: _____
Model: _____
Mileage: _____

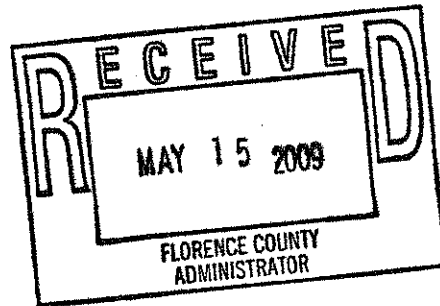
General Condition of Property:(body, interior, mechanical, etc.-fair, good, excellent) _____

Signature [Signature] 5/15/2009
Date
Department Head/Elected/Appointed Official
Or Authorized Designee

May 15, 2009

The Windy Hill Volunteer Fire Company would like to purchase the 1999 Ford Explorer
VIN V0610 1FMZU32X8XUB24202 at a cost of \$1500.


John T. DeLang, Jr.
Windy Hill Volunteer Fire Company
843-662-2050



FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Recreation Department
Procurement Department

ISSUE UNDER CONSIDERATION: Award Bid #48-08/09 for the exterior water treatment protection at the Environmental Discovery Center to Pendergraft Construction Company in the amount of \$33,334.60.

POINTS TO CONSIDER:

- 1) Bid # 48-08/09 was publicly offered.
- 2) Four (4) bids were received; four (4) were compliant.
- 3) Pendergraft Construction Company, Lake City, South Carolina was the lowest compliant bidder at \$33,334.60.
- 4) The Recreation Director recommends this award.
- 5) The bid expires July 20, 2009.

FUNDING FACTORS:

- 1) \$33,334.60 = Total cost for the exterior water treatment protection at the Environmental Discovery Center to be funded from a South Carolina Department of Natural Resources grant.

OPTIONS:

- 1) *(Recommended)* Award Bid #48-08/09 for the exterior water treatment protection at the Environmental Discovery Center to Pendergraft Construction Company in the amount of \$33,334.60. *(Low bid of 4 compliant bids received)*
- 2) Provide An Alternate Directive.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) June 5, 2009 Recommendation Letter from Recreation Director.

Florence County Recreation, EDC
 Water Treatment Protection
 Invitation-to-Bid #48-08/09

Bid Opening Date: June 3, 2009
 Time: 11:00 AM
 Advertised Date: MN-5/10/09 SCBO-5/11/09
 Invitations to Bids Distributed: 13
 Bid Expiration Date: 7/20/2009

Name of Bidder	Bid	Bid Security	Meet Bid Requirements	Total Bid	Total Non-Local (+2%)
Pendergraft Construction Co. Lake City, SC	\$33,334.60	Yes	Yes	\$33,334.60	
United Painting, Inc. Piedmont, SC	\$33,900.00	Yes	Yes	\$33,900.00	
Hughes Paint Contractors Florence, SC	\$34,000.00	Yes	Yes	\$34,000.00	
Taylor Painting Pamplico, SC	\$34,949.00	No	No	\$34,949.00	

Notes:
 2% Local Preference Florence County Code, Section 11-62



FLORENCE COUNTY

Recreation

Memorandum

To: Mazie Abraham, Interim Director of Procurement

From: Joe Eason, Parks and Recreation Director

Date: 06/05/09

Re: Award of Bid

I have reviewed the bids for the exterior water treatment for the Environmental Discovery Center at Lynches River County Park and recommend Pendergraft Construction of Lake City, SC to perform for the work. The vendor has completed numerous projects for our Department in the past and is qualified to perform the specified work. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.

1

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Recreation
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize the award of Bid #49-08/09 for a partially enclosed picnic shelter for Brooks McCall Park to Ascent Construction in the amount of \$106,000.

POINTS TO CONSIDER:

- 1) Bid #49-08/09 was publicly offered.
- 2) Ten (10) bids were received; ten (10) were compliant.
- 3) Ascent Construction, Murrells Inlet, SC was the lowest compliant bidder at \$106,000.
- 4) The architect recommends this award.
- 5) The bid expires July 6, 2009.

FUNDING FACTORS:

- 1) \$106,000 = Total cost for the partially enclosed picnic shelter for Brooks McCall Park to be funded from previously approved funds for the project.

OPTIONS:

- 1) *(Recommended)* Award of Bid #49-08/09 for a partially enclosed picnic shelter for Brooks McCall Park to Ascent Construction in the amount of \$106,000. *(Low bid of 10 compliant bids received)*
- 2) Provide An Alternate Directive.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) May 27, 2009 Recommendation Letter from FW Architects.

Florence County Picnic Shelter, Brooks McCall Park Invitation-to-Bid #49-08/09		Bid Opening Date: 5/21/2009 Time: 2:00 PM Advertsed Date: MN-4/26/09 SCBO-4/23/09 Invitations to Bids Distributed: 14 Bid Expiration Date: 7/6/2009		Pg. 1 of 2	
Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Ascent Construction Murrells Inlet, SC	\$106,000.00	Yes	Yes	\$106,000.00	\$108,120.00
Henley's Construction Cheraw, SC	\$108,000.00	Yes	Yes	\$108,000.00	\$110,160.00
Hanco of SC, Inc. Myrtle Beach, SC	\$129,800.00	Yes	Yes	\$129,800.00	\$132,396.00
Carolina Precision Construction Mooreville, NC	\$134,100.00	Yes	Yes	\$134,100.00	\$136,782.00
Carolina Construction Florence, SC	\$136,500.00	Yes	Yes	\$136,500.00	

Notes:

2% Local Preference Florence County Code, Section 11-62

Florence County
Picnic Shelter, Brooks McCall Park
Invitation-to-Bid #49-08/09

Bid Opening Date: 5/21/2009
Time: 2:00 PM
Advertised Date: MN-4/26/09 SCBO-4/23/09
Invitations to Bids Distributed: 14
Bid Expiration Date: 7/6/2009

Pg. 2 of 2

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Sun Construction Co. Darlington, SC	\$137,898.00	Yes	Yes	\$137,898.00	\$140,655.96
Lindler Construction Columbia, SC	\$150,507.00	Yes	Yes	\$150,507.00	\$153,517.14
Ace Construction, Inc. Florence, SC	\$151,938.00	Yes	Yes	\$151,938.00	
Fields Construction Co. Florence, SC	\$156,965.00	Yes	Yes	\$156,965.00	
SNB Construction Hartsville, SC	\$157,000.00	Yes	Yes	\$157,000.00	\$160,140.00

Notes:

2% Local Preference Florence County Code, Section 11-62



F W ARCHITECTS, INC. AIA
ARCHITECTURE ■ PLANNING ■ INTERIORS

May 27, 2009

Ms Suzanne King
Florence County Purchasing Department
180 North Irby Street
Florence SC 29501

Re: Partially Enclosed Picnic Shelter – Brooks McCall Park


Dear Suzanne:

As you are aware, bids were taken on the above referenced project on May 21, 2009. We had 10 contractors submit responsive bids on the project. The apparent low bidder was Ascent Construction from Murrell's Inlet, South Carolina at \$106,000.00.

We are presently working with Ascent Construction on a \$2,000,000 recreation project in Camden, South Carolina and they are providing excellent service on that project. It is my recommendation that we issue a Notice of Intent to Award to Ascent Construction and begin execution of the Contract for Construction per the county's procurement requirements.

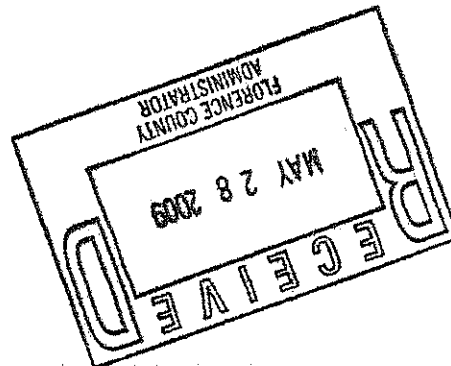
Should you have any questions, please do not hesitate to contact our office.

Thank you kindly,


Hal E. Fuller, AIA, NCARB
Vice President
FW ARCHITECTS, INC., AIA

HEF/rjc

CC: Joe Eason



FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Grant Award
United States Department of Justice

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUE UNDER CONSIDERATION:

Acceptance of a USDOJ Recovery Act Edward Byrne Memorial Justice Assistance JAG Grant Program Local Solicitation Award from the USDOJ in the amount of \$272,523 for five additional law enforcement officers and standard operating equipment at the Florence County Sheriff's Office; acceptance of the grant obligates the County for the personnel and operating costs of the five additional personnel after the grant term ends.

POINTS TO CONSIDER:

1. Florence County will utilize the one-time Fiscal Year 2009 Recovery Act Edward Byrne Memorial Justice Assistance (JAG) Grant Program Local Solicitation to cover costs associated with adding five law enforcement officers and the necessary standard operating equipment for the officers in order to better serve and protect the citizens of Florence County.
2. The grant does not require matching funds.
3. Council approved the Florence County Sheriff's Office grant application for the funding at the April 2, 2009 council meeting.
4. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund.

FUNDING FACTORS:

1. \$272,523 = Total one-time costs for the Fiscal Year 2009 USDOJ Recovery Act Edward Byrne Memorial Justice Assistance JAG Grant Program Local Solicitation.
2. Florence County Sheriff's Office will be obligated to continue funding of these five (5) additional positions after the grant term expires.
3. No matching funds required.

OPTIONS:

1. *(Recommended)* Accept a USDOJ Recovery Act Edward Byrne Memorial Justice Assistance JAG Grant Program Local Solicitation Award from the USDOJ in the amount of \$272,523 for five additional law enforcement officers and standard operating equipment at the Florence County Sheriff's Office; acceptance of the grant obligates the County for the personnel and operating costs of the five additional personnel after the grant term ends.
2. Provide An Alternate Directive

ATTACHMENT:

Grant award notice from the USDOJ.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Florence County 180 North Irby Street MSC-G Florence, SC 29501-3456		4. AWARD NUMBER: 2009-SB-B9-0343	
		5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013	
		6. AWARD DATE 05/27/2009	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 576000351		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2009 Recovery Act Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 272,523	
		11. TOTAL AWARD \$ 272,523	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Richard Starks County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 6/3/09
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES		21. ISBUGT0187	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.
9	B	SB	80
			00
			00
			272523

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Inactive Agenda
Ordinance No. 30-2008/09

DEPARTMENT: Planning Department

ISSUE UNDER CONSIDERATION:

At its regular meeting of June 4, 2009, Second Reading of Ordinance No. 30-2008/09 Filed Due to Lack of a Motion: An Ordinance To Rezone Properties Owned By James M. And Christina N. Fender Located At 2506 Pamplico Hwy. And 2328 Dudley Drive, Florence County From B-3, General Commercial District To Unzoned Shown On Florence County Tax Map No. 00180, Block 1, Parcels 161 And 162 Consisting Of 2.17 Acres.

ATTACHMENTS:

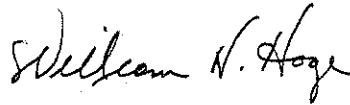
Copies of the information provided in the June 4, 2009 agenda package.

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 4, 2009

AGENDA ITEM: Ordinance No.30-2008/09
Second Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By James M. And Christina N. Fender Located At 2506 Pamplico Hwy. And 2328 Dudley Drive, Florence County From B-3, General Commercial District To Unzoned Shown On Florence County Tax Map No. 00180, Block 1, Parcels 161 And 162 Consisting Of 2.17 Acres.]

POINTS TO CONSIDER:

1. The properties are located in Council District 5.
2. The subject properties are currently developed with a car dealership including an office, a single-family residence and the recent addition of an agricultural use of animals to include two pigs, three goats and nine chickens.
3. The properties are currently zoned B-3, General Commercial District.
4. The applicants wish to rezone the properties to unzoned.
5. The properties are surrounded by wooded areas and residentially-developed properties.
6. The properties are designated as a High Intensity Economic Corridor area and Developing Residential area.
7. This request does not comply with the Comprehensive plan.

OPTIONS:

1. *(Recommended)* Deny the Ordinance as Presented.
(Planning Commission denied 10-0)(Council District 5).
2. Provide An Alternate Directive.

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 30-2008/09
2. Staff report for PC#2009-11
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Zoning Ordinance information

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: March 24, 2009	Council Clerk, certify that this
Planning Commission Public Hearing	: March 24, 2009	Ordinance was advertised for
Planning Commission Recommendation	: March 24 2009 [Denied 10-0]	Hearing on _____.
First Reading/Introduction	: April 16, 2009	
Committee Referral	: May 7, 2009 (Public Service & County Planning)	
Second Reading	: June 4, 2009	
Third Reading	: June 18, 2009	
Effective Date	: Immediately	

ORDINANCE NO. 30-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By James M. And Christina N. Fender Located At 2506 Pamplico Hwy. And 2328 Dudley Drive, Florence County From B-3, General Commercial District To Unzoned Shown On Florence County Tax Map No. 00180, Block 1, Parcels 161 And 162 Consisting Of 2.17 Acres.]

WHEREAS:

1. Section 30-291 of the Florence County Code establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are 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. Section 30-297 of the Florence County Code republished January 2008, 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 Planning Commission at a public hearing on March 24, 2009.

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

1. Properties located at 2506 Pamplico Hwy. and 2328 Dudley Drive bearing Tax Map 00180, Block 1, Parcels 161 and 162 are hereby rezoned to unzoned.
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:

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

OPPOSED:
 ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
March 24, 2009
PC#2009-11 (Florence County)**

Subject: Rezoning request from B-3, General Commercial District to an Unzoned Area

Location: Properties located at 2506 Pamplico Hwy. and 2328 Dudley Drive, Florence County

Tax Map Number: 00180, Block 1, Parcels 161 and 162

Council District(s): 5; County Council

Owner of Record: James M. & Christina N. Fender

Applicant: Christina N. & James M. Fender

Land Area: 2.17 acres

Existing Land Use and Zoning:

Parcel 161 located at 2506 Pamplico Hwy. currently contains a car dealership including an office, single-family residence, and the recent addition of an agricultural use of animals to include two pigs, three goats and nine chickens.

Parcel 162 located at 2328 Dudley Street currently contains a mobile home and some of the animals.

The properties are currently zoned B-3, General Commercial District.

Proposed Land Use and Zoning:

The applicant proposes to rezone the subject properties to an unzoned area for the addition of the agricultural use of animals.

Surrounding Land Uses and Zoning

North: Single-Family Residential / R-2/Florence County

South: Vacant /B-3/ Florence County

East: Vacant Wooded Area /UZ/ Florence County

West: Single-Family Residential/ R-5 / Florence County

Florence County Comprehensive Plan:

The front portion of subject property, parcel #180-01-161, is located in a High Intensity Economic Node area and the rear portion of this parcel is located in a Developing Residential area according to the Comprehensive Plan Land Use Map. The remaining subject property, parcel #180-01-162, is located in a Developing Residential area according to the Comprehensive Plan Land Use Map. The applicant has requested to unzone these properties. All adjacent properties are High Intensity

Economic Corridor and /or Development Residential areas according to the Comprehensive Plan Land Use Map therefore this request does not comply with the Comprehensive Plan

Staff Analysis:

Access and Circulation- Present access to the properties are by way of Pamplico Hwy. and Dudley Drive

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 an unzoned area for recent addition of animals to include two pigs, three goats and nine chickens.

Florence County Zoning Ordinance- Domestic animals, a pen, shelter or structure where no more than three dogs or small domestic animals, not to include horses, cows, goats, swine including pot bellied pigs, sheep; ponies, grazing animals, and fowls of any kind, are boarded and kept.

Staff Recommendation:

Staff recommends denial of the rezoning request based on the request not being in compliance with the Comprehensive Plan, there being no protection for the adjacent properties and the incompatibility between uses.

Florence County Planning Commission Action: March 24, 2009

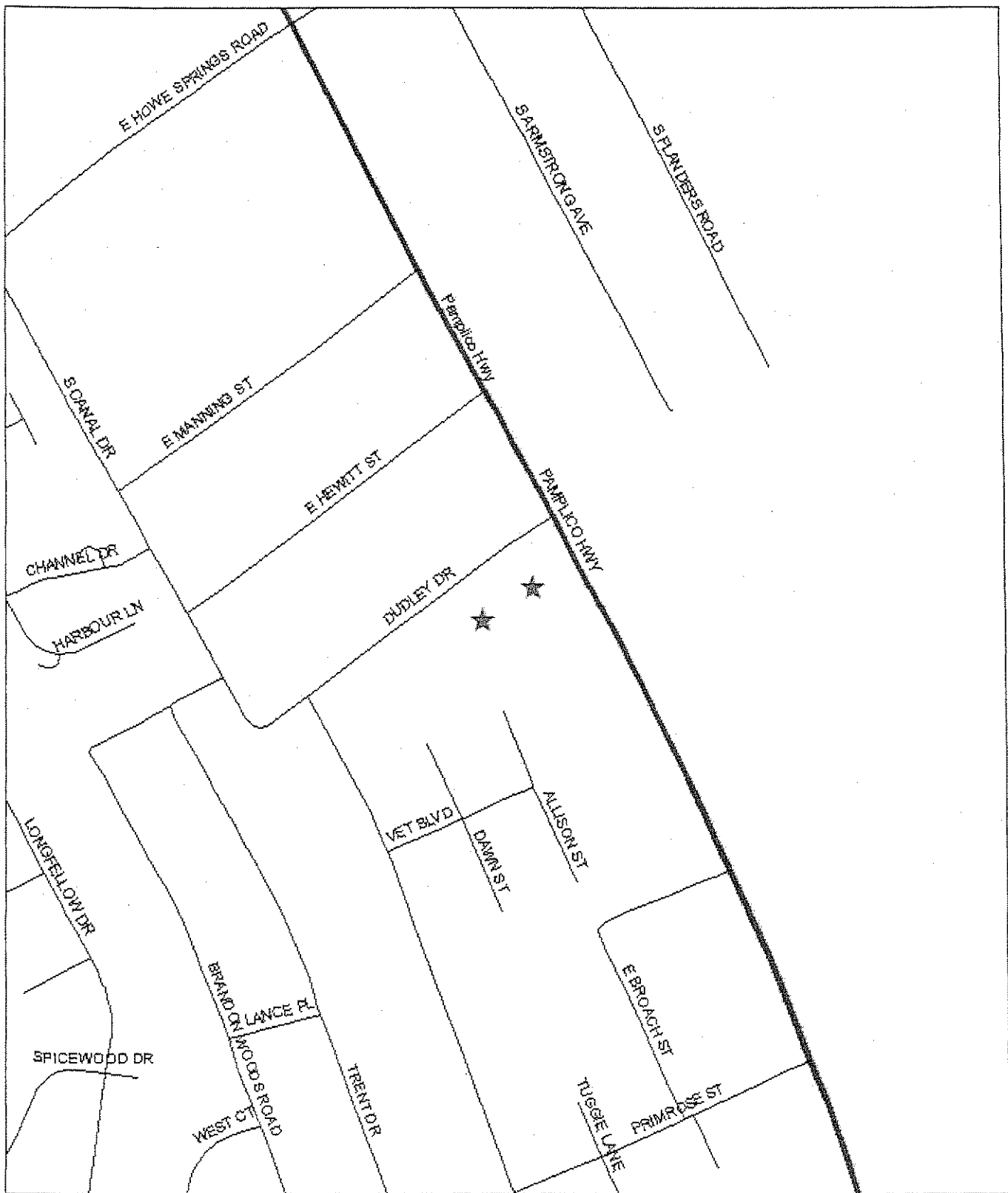
Florence County Council Meeting:

Currently scheduled for Thursday April 16, 2009 @ 9:00 AM in room 803 of the City-Complex, 180 North Irby St., Florence.

Attachments:

Copies of the following are attached:

1. Vicinity map
2. Location map
3. Comprehensive Land Use Plan map
4. Zoning map
5. Aerial photograph
6. Comprehensive Plan information
7. Consolidated Zoning Ordinance information



0 75 150 300 Feet



N

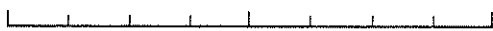


Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2009-11



0 125 250 500 Feet



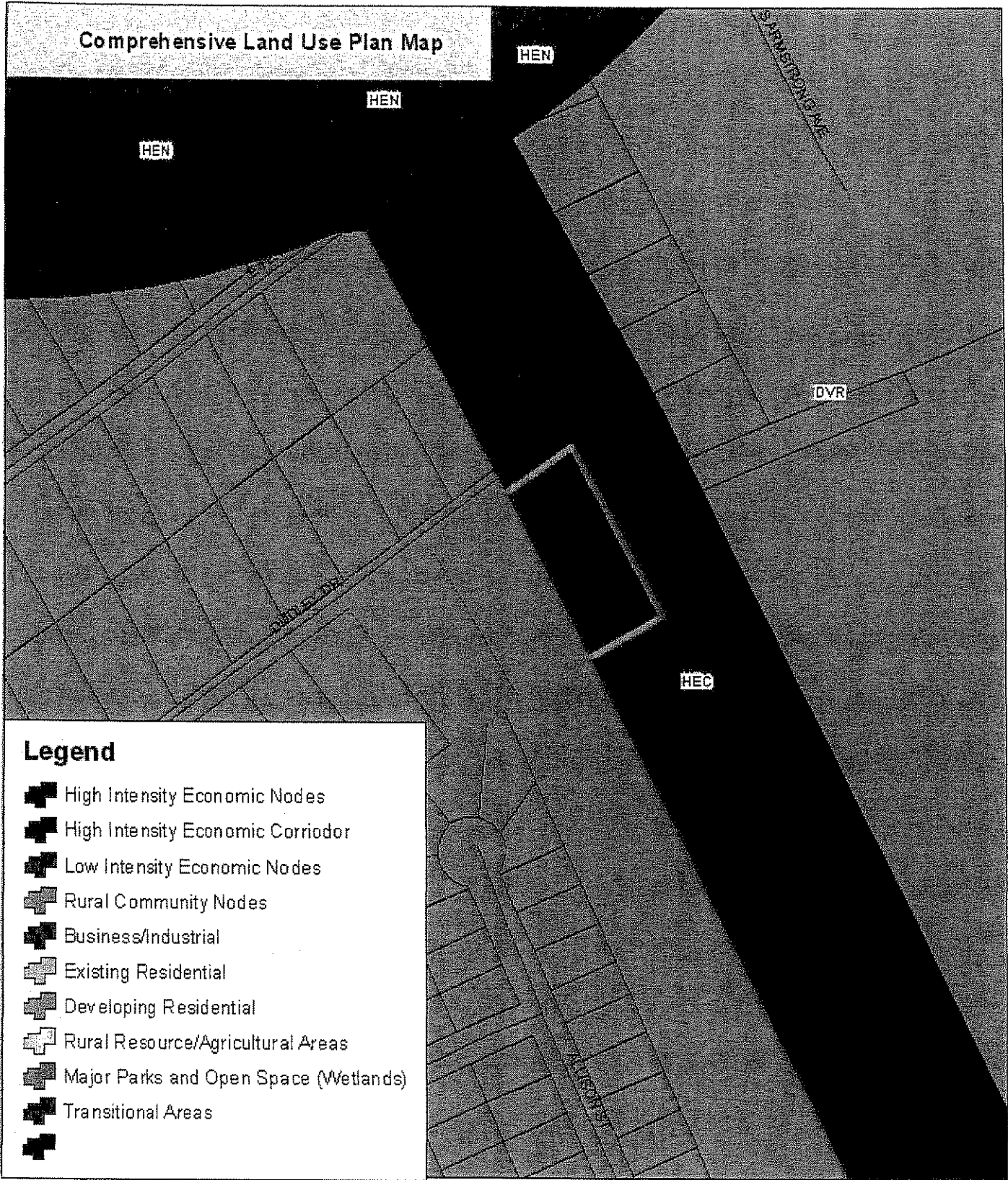
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Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2009-11

Comprehensive Land Use Plan Map



Legend

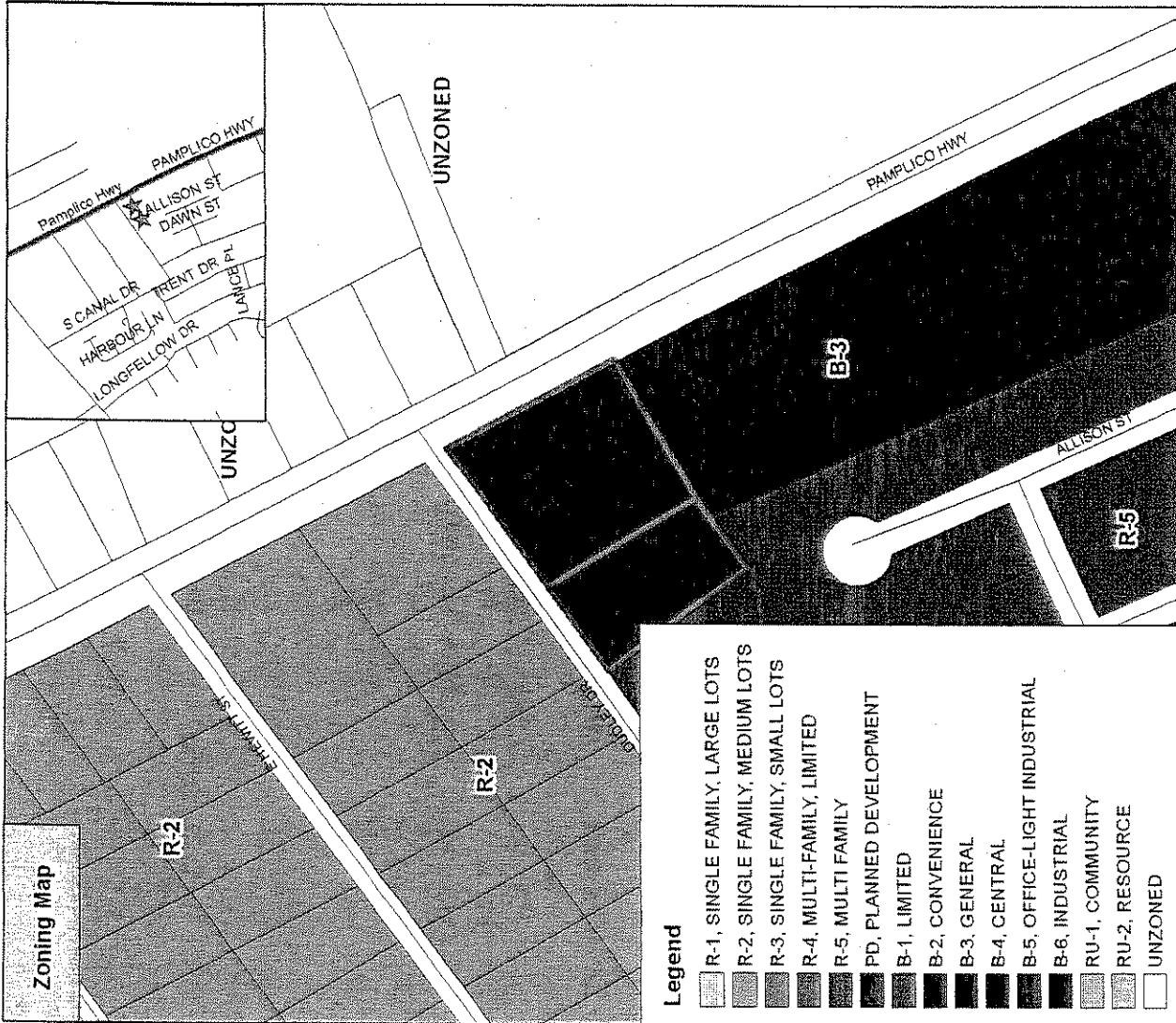
-  High Intensity Economic Nodes
-  High Intensity Economic Corridor
-  Low Intensity Economic Nodes
-  Rural Community Nodes
-  Business/Industrial
-  Existing Residential
-  Developing Residential
-  Rural Resource/Agricultural Areas
-  Major Parks and Open Space (Wetlands)
-  Transitional Areas
- 

0 135 270 540 Feet

N

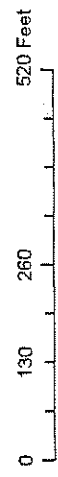
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& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2009-11



Legend

[Medium Gray Pattern]	R-1, SINGLE FAMILY, LARGE LOTS
[Medium Gray Pattern]	R-2, SINGLE FAMILY, MEDIUM LOTS
[Medium Gray Pattern]	R-3, SINGLE FAMILY, SMALL LOTS
[Light Gray Pattern]	R-4, MULTI-FAMILY, LIMITED
[Light Gray Pattern]	R-5, MULTI FAMILY
[Dark Gray Pattern]	PD, PLANNED DEVELOPMENT
[Dark Gray Pattern]	B-1, LIMITED
[Dark Gray Pattern]	B-2, CONVENIENCE
[Dark Gray Pattern]	B-3, GENERAL
[Dark Gray Pattern]	B-4, CENTRAL
[Dark Gray Pattern]	B-5, OFFICE-LIGHT INDUSTRIAL
[Dark Gray Pattern]	B-6, INDUSTRIAL
[Light Gray Pattern]	RU-1, COMMUNITY
[Light Gray Pattern]	RU-2, RESOURCE
[White]	UNZONED



COUNTY COUNCIL DISTRICT(S): 5
PC#2009-11

Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning & Building Inspections Department
Geographic Information Systems
2007

Florence County 2003 Orthophotography Map



0 100 200 400 Feet



Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning
& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2009-11

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

Comprehensive Plan Attachment:

Residential Areas Developing Residential

This is where most future residential development is expected to take place based on trends, availability of existing and/or planned infrastructure, and environmental conditions.

Objective

The objective of this designation is to promote and accommodate in an orderly manner residential development in areas so designated.

Strategy

The following strategies are recommended for implementing the above objective:

- ✓ Regulate development within such areas to ensure land use compatibility.
- ✓ Back residential subdivisions along arterial streets; discourage strip residential development and control curb cuts along such streets.
- ✓ Enact habitability, siting, and safety standards for manufactured homes, and promote compatibility with conventional dwellings.
- ✓ Amend subdivision regulations to address conservation of on-site resources and the integration of such resources into site design.
- ✓ Ensure that the level and type of proposed residential development will be compatible with the physical limitations of the land and established land uses in the surrounding area.
- ✓ Provide opportunities for an appropriate mix of dwelling types, sites, and prices in order to meet current and projected housing needs of county residents in keeping with their financial capabilities and preferences.
- ✓ Promote new and innovative approaches to residential development which will expand the variety of housing opportunities and/or minimize public and private costs.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Promote and accommodate in an orderly manner new residential development, and permit the housing industry to respond to changing market demands for various types of housing at varying densities	<ul style="list-style-type: none"> ❖ Residential uses, including single-family, multi-family, townhouses, patio homes, manufactured homes. ❖ Institutional uses in support of and compatible with residential development, e.g. school, churches, recreation facilities 	<ul style="list-style-type: none"> ❖ Non-residential uses, including commercial, industrial, and business uses

Chapter 30-Zoning Ordinance - Attachment

Sec. 30-9. Unzoned areas.

Unzoned areas of the county shall be subject to the requirements of article II, division 3, FH, flood hazard districts; section 30-96, manufactured home parks; section 30-105, sexually oriented businesses; section 30-111, development standards for unzoned areas; section 30-112, special use permit and article V, signs.
(Ord. No. 33-2006/07, § 1.9, 6-7-07)

FLORENCE COUNTY COUNCIL MEETING

June 18, 2009

AGENDA ITEM: Inactive Agenda
Ordinance No. 31-2008/09

DEPARTMENT: Planning Department

ISSUE UNDER CONSIDERATION:

At its regular meeting of June 4, 2009, Council Unanimously Approved Second Reading of Ordinance No. 31-2008/09, as Amended, and Referred the Ordinance to the Committee on Public Service & County Planning: An Ordinance To Amend Section 30-202, Table VII And Table VIII And Section 30-311, Definitions Of The Florence County Code For Incidental Signs.

ATTACHMENTS:

Copies of the information provided in the June 4, 2009 agenda package.

FLORENCE COUNTY COUNCIL MEETING
Item For Meeting On: Thursday, June 4, 2009

AGENDA ITEM: Ordinance No.31-2008/09
Second Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend Section 30-202. Table VII And Table VIII And Section 30-311, Definitions Of The Florence County Code For Incidental Signs.]

POINTS TO CONSIDER:

1. As staff administers the regulations of the Zoning Ordinance for the participating jurisdictions, periodically amendments need to be made in order to continue to provide the most efficient and accurate customer service possible.
2. At this time, staff finds it necessary to amend the above-referenced sections of the Zoning Ordinance for administering the criteria established for incidental signs.
3. Staff requests *incidental signs* be amended to read *directional signs*. No revisions will be made to the definition itself.
4. Though incidental signs are allowed without prior permitting, certain zoning conditions are established prior to placement of these signs.
5. Staff requests amendments to both Tables to specifically reflect these conditions.

OPTIONS:

1. (*Recommended*) Approve the Ordinance as Presented.
(*Planning Commission approved 9-0*)(*All Council Districts*).
2. Provide An Alternate Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.31-2008/09
2. Final mark-up for Sections 30-202 and 30-111 of the Florence County Code of Ordinances

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: January 22, 2008	Council Clerk, certify that this
Planning Commission Public Hearing	: January 22, 2008	Ordinance was advertised for
Planning Commission Recommendation	: January 22, 2008 [Approved 9-0]	Hearing on _____.
First Reading/Introduction	: May 7, 2009	
Committee Referral	: N/A	
Second Reading	: June 4, 2009	
Third Reading	: June 18, 2009	
Effective Date	: Immediately	

ORDINANCE NO. 31-2008/09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Section 30-202, Table VII And Table VIII And Section 30-311, Definitions Of The Florence County Code For Incidental Signs.]

WHEREAS:

1. Staff requests *incidental signs* be amended to read *directional signs*. No revisions will be made to the definition itself; and
2. Though incidental signs are allowed without prior permitting, certain zoning conditions are established prior to placement of these signs; and
3. Staff requests amendments to both above-referenced tables and definitions to specifically reflect these conditions.

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

1. Florence County Code of Ordinances, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Signs on Private Property, Table VII, Regulation of Signs by Type, Characteristics and Zoning Districts and its Notes are amended in its entirety as follows:

[AMENDMENT TO FOLLOW ON NEXT PAGE]

Sec. 30-202. Table VII: Regulation of Signs by Type, Characteristics and Zoning Districts.

1.	Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-1	INS (3)	UZ (5)
2.	Permanent										
3.	Freestanding										
4.	Billboards(4)	N	N	N	P	N	P	P	N	N	P
5.	Other	P(1)	P(1)	P	P	P	P	P	P(1)	P	NA
6.	Directional(6)	N	A	A	A	A	A	A	A	A	NA
7.	Building										
8.	Canopy	N	P	P	P	P	P	P	P	N	NA
9.	Identification	A	A	A	A	A	A	A	A	A	NA
10.	Directional(6)	N	A	A	A	A	A	A	A	A	NA
11.	Marquee	N	N	P	P	P	P	P	N	N	NA
12.	Projecting	N	N	P	P	P	P	P	N	N	NA
13.	Roof	N	N	P	P	P	P	P	N	N	NA
14.	Roof, integral	N	N	P	P	P	P	P	N	N	NA
15.	Wall	N	P	P	P	P	P	P	P	N	NA
16.	Window	N	A	A	A	A	A	A	A	A	NA
17.	Temporary (2)										
18.	A-frame	N	N	A	A	A	A	A	N	N	NA
19.	Banner	N	N	P	P	P	P	P	N	N	NA
20.	Posters	A	A	A	A	A	A	A	A	A	NA
21.	Portable	N	N	N	P	N	N	P	P	N	NA
22.	Inflatable	N	N	P	P	N	N	P	N	N	NA
23.	Pennant	N	N	P	P	N	P	P	N	N	NA
24.	Identification	A	A	A	A	A	A	A	A	A	NA
25.	Sign characteristics										
26.	Animated	N	N	P	P	P	P	P	N	N	NA
27.	Changeable copy	N	A	A	A	A	A	A	A	A	NA
28.	Illumination indirect	A	A	A	A	A	A	A	A	A	NA
29.	Illumination internal	A	A	A	A	A	A	A	A	A	NA
30.	Illumination, exposed bulbs or neon	N	N	N	N	N	N	N	N	N	NA

Table VII Notes

1. Signs identifying or announcing land subdivisions, residential projects, or agricultural operations, where permitted.
- 2 - See section 30-205.
- 3 - This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted in residential zoning districts, i.e., churches, schools, parks, etc., and includes historical markers.
- 4 - Where permitted by Table VII, billboards may be established only on lots or parcels fronting or within 600 feet of Interstate ROW as defined by Table VIII and U.S. designated highways.
- 5 - Un-zoned area of county.
- 6 - Though allowed w/o prior permitting, must meet the conditional requirements of Table VIII.
- NA - Regulation not applicable in un-zoned area of county.

3. Florence County Code Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Signs on Private Property, Table VIII: Number, Dimension and Location of Permitted Signs by Zoning District and all narrative below Table VIII are hereby amended in their entirety to read as follows:

[AMENDMENT TO FOLLOW ON NEXT PAGE]

Sec.30-202. Table VIII: Number, Dimension and Location of Permitted Signs by Zoning District.

1.	Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS(B)	UZ(1)
2.	Freestanding										
3.	Number permitted(B)										
4.	Per lot										
5.	Billboards	N	N	N	NA	N	NA	NA	N	N	NA
6.	Other (J)	1(A)	1	1	1	1	1	1	1(A)	1	NA
7.	Per feet of st. frontage										
8.	Billboards(C)	N	N	N	1:1,200	N	1:1,200	1:1,200	N	N	1:1,200
9.	Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
10.	Maximum sign area (s.f.)										
11.	Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
12.	Other	20	20	32	3 s.f. for each ft. st. frontage(G)	80	80	32	20	20	NA
13.	Minimum setback from property line										
14.	Billboards	NA	NA	NA	10'	NA	10'	10'	NA	NA	10'
15.	Other	5'	5'	5'	5'	0'	5'	5'	5'	5'	NA
16.	Maximum height	12'	12'	24'	(H)	24'	(H)	(H)	12'	12'	(H)
17.	Building signs (J)										
18.	Number permitted	1	1	2	2	2	2	2	1	1	NA
19.	Maximum sign area (s.f.)	4	12	NA	NA	NA	NA	NA	12	12	NA
20.	Maximum wall area (%)	NA	NA	25%	25%	25%	15%	25%	NA	NA	NA
21.	Temporary signs(2)										

See Section 30-205

Table VIII Notes: NA - Not applicable N - Not allowed s.f. - square feet

A - One-use identification sign, not exceeding 20 s.f. each, is permitted for each entrance of a subdivision, residential project, or agricultural operation.

B - This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.

C - Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.

D - One per lot or one for each 300 linear feet of street frontage, whichever is less.

E - Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

F - 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. From W. Evans to I-95.

G - Not to exceed 160 square feet.

H - Maximum height of billboards shall not exceed 100 feet where located within 600 feet of Interstate ROW shall not exceed 40 feet.

I - Un-zoned areas - Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four days. Business to be equipped with all utilities, including restroom and permanent floor.

J - Directional signs shall meet the following conditional criteria:

1. The display surface area of directional signs shall not exceed 2 square feet per sign.
2. A limit of three signs stacked may be utilized and shall not exceed 6 square feet total
3. The height of a directional sign shall not exceed five feet in height measured from the ground up.
4. The sign cannot intrude into the required site triangle.
5. Company colors and/or logo may be used but no commercial message may be displayed.

4. Florence County Code, Chapter 30, Zoning Ordinance, Article III, Conditional Use Regulations, Section 30-111, Definitions, Sign, Incidental is hereby amended to read as follows:

Sign, Directional- A sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking", "entrance", "loading only", "telephone", and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered directional.

5. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
6. 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

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: January 22, 2008	Council Clerk, certify that this
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2.	Permanent										
3.	Freestanding										
4.	Billboards(4)	N	N	N	P	N	P	P	N	N	P
5.	Other	P(1)	P(1)	P	P	P	P	P	P(1)	P	NA
6.	Incidental Directional(6)	N	A	A	A	A	A	A	A	A	NA
7.	Building										
8.	Canopy	N	P	P	P	P	P	P	P	N	NA
9.	Identification	A	A	A	A	A	A	A	A	A	NA
10.	Incidental Directional(6)	N	A	A	A	A	A	A	A	A	NA
11.	Marquee	N	N	P	P	P	P	P	N	N	NA
12.	Projecting	N	N	P	P	P	P	P	N	N	NA
13.	Roof	N	N	P	P	P	P	P	N	N	NA
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17.	Temporary (2)										
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21.	Portable	N	N	N	P	N	N	P	P	N	NA
22.	Inflatable	N	N	P	P	N	N	P	N	N	NA
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25.	Sign characteristics										
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27.	Changeable copy	N	A	A	A	A	A	A	A	A	NA
28.	Illumination indirect	A	A	A	A	A	A	A	A	A	NA
29.	Illumination internal	A	A	A	A	A	A	A	A	A	NA
30.	Illumination, exposed bulbs or neon	N	N	N	N	N	N	N	N	N	NA

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3.	Number permitted(E)										
4.	Per lot										
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7.	Per feet of st. frontage										
8.	Billboards(C)	N	N	N	1:1,200(I)	N	1:1,200(I)	1:1,200(I)	N	N	1:1,200
9.	Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
10.	Maximum sign area (s.f.)										
11.	Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
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5. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
6. 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:

DRAFT

DRAFT