

Jason M. Springs  
District #1

Roger M. Poston  
District #2

Alphonso Bradley  
District #3

Mitchell Kirby  
District #4

Kent C. Caudle  
District #5

Russell W. Culberson  
District #6

Waymon Mumford  
District #7

James T. Schofield  
District #8

Willard Dorriety, Jr.  
District #9

**AGENDA**  
**FLORENCE COUNTY COUNCIL**  
**REGULAR MEETING**  
**CITY-COUNTY COMPLEX**  
**180 N. IRBY STREET**  
**COUNCIL CHAMBERS, ROOM 803**  
**FLORENCE, SOUTH CAROLINA**  
**THURSDAY, MAY 16, 2013**  
**9:00 A. M.**

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**I.     CALL TO ORDER:                     JAMES T. SCHOFIELD, CHAIRMAN**

**II.    INVOCATION:     WAYMON MUMFORD, SECRETARY/CHAPLAIN**

**III.   PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:**  
**ALPHONSO BRADLEY, VICE CHAIRMAN**

**IV.    WELCOME:                         JAMES T. SCHOFIELD, CHAIRMAN**

**V.     MINUTES:**

**A.   MINUTES OF THE APRIL 18, 2013 REGULAR MEETING                     **[1]****

Council Is Requested To Approve The Minutes Of The April 18, 2013  
Regular Meeting Of County Council.

**B.   MINUTES OF THE MAY 2, 2013 SPECIAL CALLED MEETING                     **[9]****

Council Is Requested To Approve The Minutes Of The May 2, 2013 Special  
Called Meeting Of County Council.

**VI. PUBLIC HEARINGS:**

**[15]**

**A. ORDINANCE NO. 29-2012/13**

An Ordinance To Ratify FY13 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

**B. ORDINANCE NO. 30-2013/14**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

**C. ORDINANCE NO. 01-2013/14**

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2013 And Ending June 30, 2014; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

**D. LEASE AGREEMENT**

Execution Of A Lease Agreement Between Florence County And Carolina Grinding, LLC, For A Portion Of Property Owned By Florence County And Located At The Florence County Landfill, Designated As Tax Map Number 00368-01-002.

**VII. APPEARANCES:**

**A. TERASA M. YOUNG – KEEP FLORENCE BEAUTIFUL**

**[16]**

Ms. Young Requests To Appear Before Council To Provide An Overview Of The Organization's Mission, Vision, Projects, And Initiatives.

**B. DORIS LOCKHART**

**[18]**

Mrs. Lockhart, Secretary For The Savannah Grove Community Action League, Requests That Representatives Of Ballpark Road In Effingham Appear Before Council To Request That The Road Be Placed On The List For Paving.

## **VIII. COMMITTEE REPORTS:**

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

Administration & Finance

(Chairman Schofield, Councilmen Culberson, Mumford, and Dorriety)

*February 21, 2013      FY2014 Budget*

Public Services & County Planning

(Councilmen Poston/Chair, Kirby and Caudle)

*June 2008*

*Museum*

*October 2012*

*Flood Plain Maps*

Justice & Public Safety

(Councilmen Mumford/Chair, Bradley and Jason Springs)

*Litter*

Education, Recreation, Health & Welfare

(Councilmen Culberson/Chair, Poston and Caudle)

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Bradley/Chair, Dorriety and Jason Springs)

*January 17, 2013*

*City-County Conference Committee*

## **IX. RESOLUTIONS/PROCLAMATIONS:**

### **A. RESOLUTION NO. 25-2012/13**

**[20]**

A Resolution To Approve The Application To Append Coverage For Incidental Death Benefit; Accidental Death Program And/Or Firefighters Coverage With The Police Officers Retirement System To Become Effective July 1, 2013.

### **B. RESOLUTION NO. 26-2012/13**

**[24]**

An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project AP.

**X. ORDINANCES IN POSITION:**

**A. THIRD READING**

**ORDINANCE NO. 17-2012/13 (*Deferral*) [27]**

An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.

**B. SECOND READING**

**1. ORDINANCE NO. 29-2012/13 (*Public Hearing*) [30]**

An Ordinance To Ratify FY13 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

**2. ORDINANCE NO. 30-2012/13 (*Public Hearing*) [35]**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

**3. ORDINANCE NO. 01-2013/14 (*Public Hearing*) [61]**

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2013 And Ending June 30, 2014; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.



## C. INTRODUCTION

### 1. ORDINANCE NO. 31-2012/13

[75]

An Ordinance To Rezone Properties Owned By Ladonna M. Beylotte, Cephus & Maxine Peterson Jr., Bessie Wilks, Erik T. & Sarah L. Knotts, Vanona M. Dubose Morris, Ryan J. Johnson, Mcarthur & Yvonne F. Lynch, James T. Hurst And Located At 227, 233, 237, 241, 243, 247, 249, And 251 Mill Street, Town Of Scranton, As Shown On Florence County Tax Map No. 00194, Block 31, Parcels 25, 077 And 104; And A Portion Of 021, 022, 023, 024 And 111; Consisting Of Approximately 3.16 Acres From Unzoned, To R-1, Single-Family Residential District; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0)(Council District 1)*

### 2. ORDINANCE NO. 32-2012/13

[83]

An Ordinance To Rezone Property Owned By Judy H. Thomas And Debra A. Holloway Located At 2005 Hazelwood Lane, Florence, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 008; Consisting Of Approximately 8.709 Acres From R-3, Single Family Residential District, To RU-1, Rural Community District, Limited; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0)(Council District 5)*

### 3. ORDINANCE NO. 33-2012/13

[91]

An Ordinance To Amend The Florence County Code, Chapter 7 – Building Regulations, Article II – Standards For Construction, Installations And Maintenance, Division 1 – Generally, Section 7-11 – International Building Code; And Other Matters Related Thereto.

*(Planning Commission **approved** 6-0)*

### 4. ORDINANCE NO. 34-2012/13

[98]

An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management; And Other Matters Related Thereto.

*(Planning Commission **approved** 6-0)*

### 5. ORDINANCE NO. 35-2012/13

[161]

An Ordinance To Amend The Florence County Code, Chapter 28.6 – Land Development And Subdivision Ordinance, Article VI. – Subdivision Improvements And Guarantees, Section 6.98. Acceptance Techniques In Lieu Of Completion Of All Improvements, Section 28.6-100 – Reduction Of Guarantee, And Section 28.6-101. – Release Of Guarantee; And Other Matters Related Thereto.

*(Planning Commission **approved** 6-0)*

## **XI. APPOINTMENTS TO BOARDS & COMMISSIONS:**

### **A. PEE DEE MENTAL HEALTH CENTER BOARD**

**[184]**

Approve The Recommendation Of The Pee Dee Mental Health Center Board For The Recommendation Of Sharon H. Ackerman For Consideration And Nomination To The governor For Appointment To Seat #1, With Appropriate Expiration Term.

### **B. PEE DEE WORKFORCE INVESTMENT BOARD**

**[188]**

Approve The Recommendation Of The Pee Dee Workforce Investment Board For The Re-Appointment Of Ron Reynolds (Labor Representative) And Max Welch (Education Representative), With Appropriate Expiration Terms.

### **C. PLANNING COMMISSION**

**[192]**

Approve The Appointment Of Cheryl Floyd To Serve On The Planning Commission, Representing Council District 5, With Appropriate Expiration Term.

### **D. POLICY COMMISSION ON RECREATION**

**[195]**

Approve The Re-Appointment Of Geer Ward To Serve On The Policy Commission on Recreation, Representing Council District 9, With Appropriate Expiration Term.

## **XII. REPORTS TO COUNCIL:**

### **A. ADMINISTRATION**

#### **1. MONTHLY FINANCIAL REPORTS**

**[198]**

Monthly Financial Reports Were Provided To Council For Fiscal Year 2013 Through March 31, 2013 As An Item For The Record.

#### **2. CAROLINA GRINDING, LLC - LEASE AGREEMENT *(Public Hearing)***

**[204]**

Approve The Execution Of A Lease Agreement Between Florence County And Carolina Grinding, LLC, For A Portion Of Property Owned By Florence County And Located At The Florence County Landfill, Designated As Tax Map Number 00368-01-002.

## **B. FINANCE/PROCUREMENT**

### **1. AWARD OF BID NO. 16-12/13**

**[211]**

Award Bid No. 16-12/13 For One (1) 3-Phase Standby Generator For The Lower Florence County Public Services Building Located At 345 South Ron McNair Blvd. In Lake City To Nixon Power Services, Charlotte, NC In The Amount Of \$18,257.40. *(2 Compliant Bids Received)*

### **2. FUELMAN FUEL CARD SYSTEM**

**[214]**

Approve The Use Of The Cooperative Purchasing Network (TCPN) Cooperative Purchasing Program To Upgrade The Existing Fuelman Fuel Card System At All Three (3) County Fuel Card Reading Sites By The Current Vendor FleetCor Technologies Operating Company, LLC D.B.A. Fuelman Of Norcross, Ga. And Authorize The County Administrator To Execute The Contract.

## **C. PARKS AND RECREATION/PROCUREMENT**

### **AWARD OF BID NO. 15-12/13**

**[220]**

Award Bid No. 15-12/13 For Lighting At The Laverne Ard Football Field Located At 479 E. 6<sup>th</sup> Avenue, Pamplico, SC To The Low Bidder KMB Electrical Of Sumter, SC In The Amount Of \$93,945.00. *(4 Compliant Bids Received)*

## **D. PUBLIC WORKS/PROCUREMENT**

### **AWARD OF BID NO. 17-12/13**

**[223]**

Award Bid No. 17-12/13 For Asphalt Repaving At Derby Lane, Belmont Lane, And Winners Circle In Lake City To The Low Bidder C. R. Jackson Of Columbia, SC In The Amount Of \$75,390. *(4 Compliant Bids Received)*

## **E. PUBLIC WORKS**

### **MALLARD POINTE SUBDIVISION**

**[227]**

Approve The Request From Mallard Pointe Subdivision Home Owners Association For Mallard Pointe Subdivision To Be Accepted Into The Florence County Road Maintenance System.

### **XIII. OTHER BUSINESS:**

#### **A. INFRASTRUCTURE**

**1. CITY OF LAKE CITY**

**[235]**

Approve The Expenditure Of Up To \$12,500 From Council District 1 Infrastructure Funding Allocation To Assist The City Of Lake City With The Purchase Of Signage For The Godley-Morris Industrial Park.

**2. WEATHERFORD FIELD – SCRANTON**

**[237]**

Approve The Expenditure Of Up To \$4,800 From Council District 1 Infrastructure Funding Allocation To Replace The Heat Pump In The Concessions Building At Weatherford Field In Scranton.

**3. SARDIS-TIMMONSVILLE RURAL FIRE DEPARTMENT**

**[238]**

Approve The Expenditure Of Up To \$7,600 From Council District 4 Infrastructure Funding Allocation To Assist The Sardis-Timmons ville Rural Fire Department With The Purchase Of A Thermal Imaging Camera For The Newest Fire Truck.

**4. TOWN OF COWARD**

**[240]**

Approve The Expenditure Of Up To \$6,400 From Council District 5 Infrastructure Funding Allocation To Assist The Town Of Coward With Roof Replacement On Two (2) Sheds And One (1) Bathroom Building With No Screw Metal Roofs.

**5. FLORENCE COUNTY MUSEUM**

**[242]**

Approve The Expenditure Of Up To \$20,000 From Council District 8 Infrastructure Funding Allocation For The Restoration Of The Henry Timrod Schoolhouse And Fencing To Secure/Protect The Schoolhouse.

**6. GREENWOOD ATHLETIC PARK**

**[243]**

Approve The Expenditure Of Up To \$20,000 From Council Districts 5, 6, 7, and 8 Infrastructure Funding Allocations (Approximately \$5,000 From Each District) To Purchase And Install Parking Lot Lighting At Greenwood Athletic Park.

## **B. ROAD SYSTEM MAINTENANCE FEE (RSMF)/INFRASTRUCTURE**

### **RESURFACING ROADS**

**[244]**

Approve The Expenditure Of Up To \$115,043.50 From Council District 8 RSMF Then Infrastructure (If There Are Insufficient Funds Available In RSMF) Funding Allocations To Pay For The Resurfacing Of Crown Road (\$30,030), Wimbledon Avenue (\$36,465), Winterwood Road And Hamilton Drive (\$48,548.50).

## **C. UTILITY**

### **LAMB ROAD**

**[245]**

Approve The Expenditure Of Up To \$5,313 From Council District 7 Utility Funding Allocation To Put Additional Crushed Asphalt On Lamb Road.

## **XIV. EXECUTIVE SESSION:**

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

- Discussion re: Development of Security Devices and Personnel

## **XV. INACTIVE AGENDA:**

### **A. ORDINANCE NO. 21-2011/12**

Council Voted At Its December 13, 2012 Regular Meeting To Move This Item To The Inactive Agenda Pending Further Action By The Florence School District Three Board. An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.

## **XVI. ADJOURN:**

# **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

## **ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the April 18, 2013 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, APRIL 18, 2013, 9:00 A.M., COUNCIL CHAMBERS  
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY STREET,  
FLORENCE, SOUTH CAROLINA**

**PRESENT:**

James T. Schofield, Chairman  
Alphonso Bradley, Vice Chairman  
Waymon Mumford, Secretary-Chaplain  
Russell W. Culberson, Council Member  
Roger M. Poston, Council Member  
Willard Dorriety, Jr., Council Member  
Jason M. Springs, Council Member  
K. G. Rusty Smith, Jr., County Administrator  
D. Malloy McEachin, Jr., County Attorney  
Connie Y. Haselden, Clerk to Council

**ALSO PRESENT:**

Kevin V. Yokim, Finance Director  
Bonнита K. Andrews, Human Resources Director  
Ryon Watkins, EMS Director  
Jonathan B. Graham, III, Planning Director  
Dale Rauch, Facilities Coordinator  
Sam Brockington, Fire/Rescue Services Coordinator  
David Alford, Voter Registration/Elections Director  
Dorothy Crosby, Interim Library Director  
Chief Deputy Glen Kirby, Sheriff's Office  
Barbara Coker, Administrative Manager Sheriff's Office  
John Sweeney, Morning News

**ABSENT:**

Mitchell Kirby, Council Member  
Kent C. Caudle, Council Member

A notice of the regular meeting of the Florence County Council appeared in the April 17, 2013 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library and all branch libraries, and on the County's website ([www.florenceco.org](http://www.florenceco.org)).

Chairman Schofield called the meeting to order. Secretary-Chaplain Mumford provided the invocation and Vice Chairman Bradley led the Pledge of Allegiance to the American Flag. Chairman Schofield welcomed everyone attending the meeting.

### **APPROVAL OF MINUTES:**

Councilman Dorriety made a motion Council Approve The Minutes Of The March 21, 2013 Regular Meeting and the April 4, 2013 Special Called Meeting Of County Council. Councilman Mumford seconded the motion, which was approved unanimously.

### **PUBLIC HEARINGS:**

There were no public hearings scheduled or required.

### **APPEARANCES:**

#### **CHARLES MACNEIL, EXECUTIVE DIRECTOR - PDRTA**

Mr. MacNeil Appeared Before Council To Make A Presentation With Regard To Pee Dee Regional Transportation Authority (PDRTA) And Public Transportation Services Provided Throughout Florence County. Since 2007 PDRTA has experienced extensive growth in the use of its services but revenue from State and Federal funding has steadily declined. Recent data indicated that approximately 20% of the clients served were traveling to shop, 18% to school and 45% were traveling to and from work. The annualized cost to operate the transit system was approximately \$1,480,000. The City of Florence provided \$85,000 in funding in the current fiscal year and the County \$13,600. The requested amount for this year was \$182,000 from the City of Florence and \$56,000 from the County, for a total of \$238,000. Chairman Schofield thanked Mr. MacNeil for his presentation.

#### **KATIE WYLIE – LEGISLATIVE DAY COMMITTEE**

Ms. Wylie Appeared Before Council On Behalf Of The Legislative Day Committee To Thank Council For Its Support And Funding For The 2013 Legislative Day Event In Columbia On March 19<sup>th</sup>. The Event was well attended with over 400 visitors at the reception, which showcased the various business and industries in Florence County. Chairman Schofield thanked Ms. Wylie and the Committee for their efforts to showcase Florence County to the Legislature.

#### **ROSEMARY BARILE – PEE DEE MENTAL HEALTH CENTER**

Ms. Barile, Community Liaison And Client Advocate for Pee Dee Mental Health Center, Appeared Before Council To Announce The May 15, 2013 Mental Health Awareness Walk. The Pee Dee Mental Health Center has offices located in Florence, Marion and Darlington counties, and in Lake City, providing mental health services for adults and children with chronic and persistent mental illness. Ms. Barile invited Council and the public to attend and participate in the event to show support. Chairman Schofield thanked Ms. Barile for her presentation.

#### **ELLEN HAMILTON – PEE DEE COALITION**

Ms. Hamilton Appeared Before Council To Discuss Sexual Assault Awareness And Child Abuse Prevention Month's Activities. She announced one fundraising event was 'Walk A Mile In Her Shoes' where men were asked to wear women's shoes and walk a mile. Chairman Schofield thanked Ms. Hamilton for her presentation and her years of dedicated service.



## **COMMITTEE REPORTS:**

### **ADMINISTRATION & FINANCE:**

Chairman Schofield announced that the Committee on Administration & Finance had a budget worksession scheduled for Thursday, May 2<sup>nd</sup> at 8 a.m. He asked County Administrator K. G. Rusty Smith, Jr. to have staff submit all options that could be on the table for limiting or eliminating the proposed tax increase by cutting spending or other types of revenue enhancement other than millage.

### **HAZARDOUS MATERIALS REPORT REQUESTED:**

Chairman Schofield also requested that the new fire/rescue coordinator and emergency management director prepare a report for Council to be presented at the next meeting of Council regarding potentially hazardous materials in Florence County that were stored or processed in a quantity that presented a danger to the public, such as occurred in Texas recently at a fertilizer plant explosion. Council's concern for public safety was paramount in this regard and the reason for embarking on a new direction in public safety services in Florence County. He welcomed Mr. Brockington on board to help coordinate this effort. He further stated that if any portion of the report would concern disclosure of information helpful to those who wish harm to the citizens of Florence County, that that information be presented in executive session. He stated he wanted to be as open and transparent as possible, with that cautionary note in mind.

### **CAPITAL PROJECT SALES TAX:**

Chairman Schofield informed the public there would be a public meeting of the Capital Project Sales Tax Commission at Poyner Auditorium at 7 p.m. that night.

### **JUSTICE & PUBLIC SAFETY:**

Committee Chairman Mumford stated the Committee on Justice & Public Safety met prior to the regular meeting of Council to further the discussion on litter. Special guest was Linda Shadel with Palmetto Pride who expressed an interest in partnering with Florence County to enhance litter control efforts. He expressed appreciation to the Morning News for a recent article regarding litter. One of the projects Palmetto Pride was encouraging was the Adopt-A-Highway program. He encouraged citizens and groups to get involved and participate in the program.

### **CAPITAL PROJECT SALES TAX:**

Chairman Schofield stated for the record that he wanted to make a comment regarding the Capital Project Sales Tax issue. "We are sending a response to the South Carolina Department of Revenue in regards to their concerns with the capital project sales tax, as many of you have seen in the paper. The County's position is that we completely reject the argument and assertions that they made. This is done after advice from several individual attorneys, the South Carolina Association of Counties legal staff and opinion by Haynsworth Sinkler Boyd, one of the premier law firms specializing in bond work, which is used extensively in conjunction with capital projects funding. The capital

projects referendum that's potentially going to be on in November of this year is absolutely critical to the people of Florence County in providing, what I consider to be, absolutely essential emergency and public safety capital needs that we have in this County. And I believe that when you look at the things that happened in Boston this week and you look at the thing that's gone on this morning in Texas, it just heightens your awareness that your EMS and your fire departments have to be ever ready to handle every challenging situations and, my friends, that takes capital to do it and the only way this Council will have the capital to make this public safety improvements is through the capital project sales tax."

## **RESOLUTIONS/PROCLAMATIONS:**

### **RESOLUTION NO. 21-2012/13**

The Clerk published the title of Resolution No. 21-2012/13: A Resolution Consenting To A Three-Year Extension Of The Investment Period For H. J. Heinz Finance Company And BNP Paribas Leasing Corporation Under Their Fee In Lieu Of Tax Agreement With Florence County Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina, 1976, As Amended, And Other Matters Related Thereto. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 22-2012/13**

The Clerk published the title of Resolution No. 22-2012/13: A Resolution Approving Multi-Jurisdictional Agreements And Criminal Patrol Agreements Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreements. Councilman Dorriety made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 23-2012/13**

The Clerk published the title of Resolution No. 23-2012/13: A Resolution Authorizing The Addition Of A Surplus Vehicle To The County Fleet For The Fire/Rescue Services Coordinator Position. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 24-2012/13**

The Clerk published the title of Resolution No. 24-2012/13: A Resolution Authorizing Submission Of An Application To The South Carolina Department Of Commerce Coordinating Council Economic Development Set-Aside Grant Program For Cost Associated With Wastewater Treatment Upgrades For Project Strongman In The Amount Of \$500,000. Councilman Poston made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously. Mr. Smith commended Councilman Poston for his efforts on this project, which was anticipated to result in a major expansion in Florence County of approximately a \$5.5 million investment.

## **ORDINANCES IN POSITION:**

### **ORDINANCE NO. 17-2012/13 – THIRD READING DEFERRED**

Chairman Schofield stated third reading of Ordinance No. 17-2012/13 would be deferred: An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.

### **ORDINANCE NO. 29-2012/13 – INTRODUCED**

The Chairman published the title of Ordinance No. 29-2012/13 and Declared The Ordinance Introduced: An Ordinance To Ratify FY13 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

### **ORDINANCE NO. 01-2013/14 – INTRODUCED**

The Chairman published the title of Ordinance No. 01-2013/14 and Declared The Ordinance Introduced: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2013 And Ending June 30, 2014; To Provide For The Appropriation Thereof; To Provide For The Revenues Of The Payment Thereof; And To Provide For Other Matters Related Thereto. Mr. Smith noted for the record that there was a scrivener's error on page 53 in the Agenda package. The correct amount for Fund 10, County General Fund, should be \$52,211,780.

## **APPOINTMENTS TO BOARDS AND COMMISSIONS:**

### **LIBRARY BOARD OF TRUSTEES**

Council Unanimously Approved The Re-Appointment Of Charles Howle To Serve On The Library Board of Trustees To Represent Council District 9, With Appropriate Expiration Term.

### **PEE DEE REGIONAL HEALTH SERVICES DISTRICT**

County Attorney Malloy McEachin Requested Council Defer Action On The Recommendation Of J. Boone Aiken, III, General Counsel To McLeod Health, For The Appointment Of The Following Individuals To Serve On The Pee Dee Regional Health Services District With Appropriate Expiration Terms And Pending Approval Of The Governor: David Durant, Starlee Alexander, John Curl, And Carl Humphries.

## **REPORTS TO COUNCIL:**

### **ADMINISTRATION**

#### **MONTHLY FINANCIAL REPORTS**

Monthly Financial Reports Were Provided To Council For Fiscal Year 2013 Through February 28, 2013 As An Item For The Record.

## **FINANCE**

### **RFP – EMS COLLECTIONS**

Councilman Dorriety made a motion Council Approve The Development Of An RFP In Order To Solicit Proposals From Collection Agencies For The Collection Of EMS Outstanding Balances More Than One Year And Less Than Three Years Old On Which Florence County Is No Longer Receiving Any Payments. Councilman Culberson seconded the motion, which was approved unanimously.

## **PROCUREMENT**

### **DECLARATION OF SURPLUS PROPERTY**

Councilman Springs made a motion Council Declare Surplus And Authorize The Donation Of V#1125, A Trailer Model CS612TA2, VIN#4FPFB12295G090511 To The Olanta Fire Department From The Emergency Management Department (The Town Previously Gave Emergency Management A Hazmat Truck). Councilman Poston seconded the motion, which was approved unanimously.

### **SHERIFF'S OFFICE/PROCUREMENT**

#### **DECLARATION OF SURPLUS PROPERTY**

Councilman Mumford made a motion Council Declare 60 HP Laptop Battery Chargers As Surplus Property For Disposal Via GovDeals. Councilman Dorriety seconded the motion, which was approved unanimously.

### **SHERIFF'S OFFICE/HUMAN RESOURCES**

#### **RECLASSIFICATION/SALARY INCREASE**

Councilman Mumford made a motion Council Authorize A Budget Neutral Reclassification Of A Registered Nurse Position (Slot #120) From Grade 22 To Grade 23 And Authorize The Position To Be Filled Above The Minimum Salary Due To Exceptional Training And Experience In The Amount Of \$17,117 To Be Funded From FY13 Budgeted Funds. Councilman Culberson seconded the motion, which was approved unanimously.

## **OTHER BUSINESS:**

### **INFRASTRUCTURE**

#### **JOHNSONVILLE HIGH SCHOOL**

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$300 From Council District 2 Infrastructure Funding Allocation To Pay For Hot Patch For A Road At Johnsonville High School. Councilman Dorriety seconded the motion, which was approved unanimously.

### **MONUMENT – CITY OF JOHNSONVILLE**

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$20,000 From Council Districts 2 and 8 Infrastructure Funding Allocations (\$10,000 From Each District) To Assist The City Of Johnsonville With The Purchase And Erection Of The Francis Marion Monument. Councilman Mumford seconded the motion, which was approved unanimously.

### **LYNCHES RIVER ATHLETIC PARK**

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$8,000 From Council District 8 Infrastructure Funding Allocation For Improvements To Lynchess River Athletic Park. Councilman Culberson seconded the motion, which was approved unanimously.

### **ROAD SYSTEM MAINTENANCE FEE (RSMF)**

#### **CAMPBELL ROAD**

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$60,324 From Council District 2 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Campbell Road. Councilman Springs seconded the motion, which was approved unanimously.

### **UTILITY**

#### **BYRD LANE**

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$36,550 From Council District 7 Utility Funding Allocation To Pay For Reclamation And Resurfacing Of Byrd Lane. Councilman Bradley seconded the motion, which was approved unanimously.

#### **FIESTA ROAD**

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$2,000 From Council District 7 Utility Funding Allocation To Pay For Repairing The Side Of Fiesta Road (Located Within The Right-of-Way) In The Ponderosa Subdivision. Councilman Bradley seconded the motion, which was approved unanimously.

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

### **COUNCIL MEETING ADJOURNED AT 9:38 A.M.**

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**WAYMON MUMFORD**  
**SECRETARY-CHAPLAIN**

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

# **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the May 2, 2013 Special Called meeting of County Council.

**OPTIONS:**

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

**ATTACHMENTS:**

Copy of proposed Minutes.

**SPECIAL CALLED MEETING, MAY 2, 2013, 8:00 A.M.,  
CONFERENCE ROOM, ROOM 802, CITY-COUNTY COMPLEX,  
180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA**

**PRESENT:**

James T. Schofield, Chairman  
Alphonso Bradley, Vice Chairman  
Waymon Mumford, Secretary-Chaplain  
Mitchell Kirby, Council Member  
Russell W. Culberson, Council Member  
Roger M. Poston, Council Member  
Willard Dorriety, Jr., Council Member  
Jason M. Springs, Council Member  
K. G. Rusty Smith, Jr., County Administrator  
D. Malloy McEachin, Jr., County Attorney  
Connie Y. Haselden, Clerk to Council

**ALSO PRESENT:**

Kevin V. Yokim, Finance Director  
Suzanne S. King, Administrative Services Director  
Sheriff Kenney Boone  
Chief Deputy Glen Kirby, Sheriff's Office  
Barbara Coker, Administrative Manager Sheriff's Office  
John Sweeney, Morning News

**ABSENT:**

Kent C. Caudle, Council Member

A notice of the special called meeting of the Florence County Council appeared in the May 1, 2013 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda were provided to members of the media, members of the public requesting copies, and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library and all branch libraries, and on the County's website ([www.florenceco.org](http://www.florenceco.org)).

Chairman Schofield called the meeting to order. Secretary-Chaplain Mumford provided the invocation and led the Pledge of Allegiance to the American Flag. Chairman Schofield welcomed everyone attending the meeting.

## **ORDINANCES IN POSITION:**

### **ORDINANCE NO. 30-2012/13 – INTRODUCED**

Chairman Schofield published the title and declared Ordinance No. 30-2012/13 Introduced: An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

## **REPORTS TO COUNCIL:**

### **ADMINISTRATION/FINANCE**

#### **DISCUSSION OF THE FISCAL YEAR 2014 BUDGET**

County Administrator Rusty Smith stated that he and Finance Director Kevin Yokim had been working extensively to develop budget alternative options. Information was sent out to Council outlining previous items presented to Council requiring a 2.2 mill increase.

Mr. Yokim provided a brief overview of the information sent out to Council. He stated the increase in the employer contribution for health insurance would increase approximately 25%, depending on how the State balances its budget. There was a small increase in the amount required for Police Officers Retirement System (PORS). The second half of the funding for the 12 EMS positions Council added in December 2012 needed to be provided in the FY2014 budget. Additionally, the City would be vacating the City-County Complex, which would increase the County's cost to maintain and operate the Complex. Funding these items requires a 2.2 mill increase.

(Councilmen Kirby and Bradley entered the meeting.)

Included in the Budget Ordinance for Introduction was another 1.3 mill increase to provide flexibility for funding the EMS plan.

Possible alternatives to funding the FY2014 budget were:

- 1) Elimination of subsidy to the Solid Waste Fund by increasing the solid waste household fee by \$26 for a total of \$104.85 annually per household.
- 2) Establishment of a business license fee. Adjustments of the various fees currently charged by Florence County would not generate sufficient income to balance the budget and the only fee that the County does not currently charge that it could by law implement, was the business license fee.
- 3) 3% across-the-board budget cut.
- 4) Use of fund balance. However, this alternative would simply delay the implementation of any long-term solution to the following fiscal year.



In addition, the possibility exists that the Legislature could decrease and/or eliminate the \$30,000,000 in non-recurring funds added to the Local Government fund (LGF) in the FY2012/13 budget, which would reduce the County's share of the LGF by \$700,000 from its current level.

Councilman Dorriety asked if the business license fee were implemented did the County have any indication of the amount of funding it would potentially provide. Mr. Yokim responded that that we do not. State law requires that it must be based on the income of the business but the County could establish the license at the rate it desires. It would take time to develop a business license fee schedule and would likely not be ready for implementation for the beginning of the 2014 fiscal year. Councilman Culberson commented he thought it would create a hardship on many local businesses.

Chairman Schofield stated an alternative under State law would be the business registration fee, but it would be minimal revenue. Mr. Smith stated that the purpose of that legislation was to allow counties to collect personal property tax from businesses that they couldn't collect from in the past and that the business community was against it and it could potentially be counterproductive with economic development efforts.

Councilman Culberson asked if fund balance was used, would it compromise the County's fund balance threshold as dictated by a previously approved Ordinance. Mr. Smith stated the County was not on the threshold but was in a very precarious position. In previous years, the County used fund balance to keep from cutting additional positions and from increasing property tax millage. Councilman Culberson stated he was not advocating, he just wanted to know if that was a last resort, was there funding available that would not compromise the County's policy.

Chairman Schofield asked Mr. Yokim what his estimate would be for the potential revenue increase next year. He responded that if the 3.5 mill increase was approved for FY2014, then as much as a 2.0 mill increase could be used for FY2015. Chairman Schofield stated that only about 40% of the budget was actually under Council's control. The balance was dictated by State law and no cuts could be made to those departments without consequences from the State. Mr. Yokim stated that based on a recent study completed by the South Carolina Association of Counties in conjunction with Clemson, USC and FMU, Florence County's costs for funding State mandates were approximately \$3.6 million above the revenue received from the State, or approximately 8 mills.

In response to a question from Councilman Dorriety, Mr. Yokim responded that over the last two years, approximately 27 positions were cut from the County's budget. Councilman Dorriety asked Chief Deputy Glen Kirby if he was correct that additional revenue needed to be added to the Sheriff's Department just to bring the deputies up to the standard of surrounding counties. Chief Deputy Kirby confirmed that was the case and that the Department lost deputies to surrounding counties that were offering higher pay. He stated the Sheriff wanted to be on record as saying that he wanted pay raises for his deputies, but he understood Council's hands were tied. He asked that Council not cut additional positions. The jail was currently being mandated by the Department of

Corrections to hire an additional 17 positions, which did not include the 4 positions that were currently vacant.

(Councilman Bradley left the meeting.)

Mr. Yokim provided a brief overview of the proposed EMS Funding Plan. The projected total cost of the plan was \$1,018,000. The proposed funding for the plan would come from a portion of the 2.2 mill increase in the budget (\$385,000), an additional 1.3 mills to provide additional flexibility (\$550,000), and an additional \$83,000 which could be obtained by reducing the subsidy from Solid Waste Fund, which would require a \$2.18 increase in the household solid waste fee. If the alternate plan was considered, which included four assistant shift supervisors and one assistant training officer the increased cost of approximately \$340,000 would require an additional \$8.95 increase in the household solid waste fee. Councilman Springs stated he agreed that EMS needed to be addressed, but it needed to be handled in phases because other departments, in particular the Sheriff's Office, needed to be addressed as well. He was comfortable with the 3.5 mill increase and the \$2.18 to cover the first phase of the plan, even though he didn't like to increase taxes.

Councilman Kirby asked how much interest was earned on reserves and if that interest was included in the budget. Mr. Yokim responded that it was included in the budget and it was approximately \$200,000. Councilman Kirby asked if there was any funding still in the Landfill Fund. Mr. Yokim responded that there was some, but it had been drawn down to a level that it wouldn't be prudent for Council to pull from that non-recurring funding source continually.

Councilman Mumford requested that Council write a letter to the Legislature to request that public safety services be pulled out from under the millage cap mandate (Act 388) because, under the current guidelines, the County cannot adequately provide funding to meet the public safety needs of the residents of Florence County. He also requested that Council work with the Legislative Delegation to request that this be carried before the General Assembly, if not during the current session, during the next session, to implement Statewide. He stated he believed Chief Justice Jean Toal could be a tremendous help with this effort. Chairman Schofield stated he would include the South Carolina Association of Counties in this effort, as well.

Chairman Schofield stated a couple of issues that needed to be addressed in the budget were the Pamplico and Johnsonville Rescue Squads. There was currently \$30,000 in the budget for Pamplico. He expressed concerns that a County employee worked under the supervision of a non-County employee at the Johnsonville Rescue Squad.

Councilman Poston stated that with the County EMS being out of district 46% of the time, the Pamplico Rescue Squad was needed. He commented he would like for Council to hear from the Pamplico Rescue Squad concerning this issue. Councilman Poston stated if the County was funding the Rescue Squad, results were needed 100% of the time.

In response to a question regarding Johnsonville Rescue Squad, Councilman Poston stated he agreed that a County employee should not answer to a non-County supervisor. Council discussed setting up Johnsonville like Timmonsville. Chairman Schofield stated Johnsonville and Timmonsville handled about the same amount of calls on an annual basis. The budget should be fairly comparable. This would mean an increase in the allocation to Johnsonville from approximately \$100,000 to \$140,000, but then the County employee would be removed from Johnsonville Rescue Squad.

Councilman Poston asked if the County increased the Solid Waste Household Fee, if there was any way that it could be put on a monthly or quarterly payment schedule for citizens on a fixed income, particularly the elderly. It was the consensus of Council to increase the Solid Waste Household Fee by \$2.18 to assist in fully funding the EMS Plan.

After some continued discussion, the Sheriff stated he had a 10-year veteran deputy that was making \$100 less than when he started with the County 10 years ago. He stated he had one deputy for every 3,000 people, which was inadequate to provide quality service to protect the citizens. Councilman Mumford asked the Sheriff to request that the South Carolina Sheriff's Association support the request to the Legislature to remove the millage cap on funding for public safety.

Chairman Schofield stated he thought potentially Council should write a letter to the Delegation requesting assistance with explaining/detailing to the public the issues that caused the delays with the Capital Project Sales Tax (CPST) projects approved in 2006 (e.g. mitigation, right-of-ways, etc.) and that the SCDOT was moving as expeditiously as possible with the projects; and, requesting support for Council's moving forward with the re-imposition of the CPST for additional infrastructure projects. There were no objections voiced.

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

**COUNCIL MEETING ADJOURNED AT 9:40 A.M.**

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**WAYMON MUMFORD**  
**SECRETARY-CHAPLAIN**

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

# FLORENCE COUNTY COUNCIL

May 16, 2013

**AGENDA ITEM:** Public Hearings

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

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

**A. ORDINANCE NO. 29-2012/13**

An Ordinance To Ratify FY13 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

**B. ORDINANCE NO. 30-2013/14**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance, And Other Related Matters.

**C. ORDINANCE NO. 01-2013/14**

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2013 And Ending June 30, 2014; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

**D. LEASE AGREEMENT**

Execution Of A Lease Agreement Between Florence County And Carolina Grinding, LLC, For A Portion Of Property Owned By Florence County And Located At The Florence County Landfill, Designated As Tax Map Number 00368-01-002.

## FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:**   Appearances Before Council  
                          Terasa M. Young  
                          Keep Florence Beautiful

**DEPARTMENT:**   County Council

**ISSUE UNDER CONSIDERATION:**

Ms. Young Requests To Appear Before Council To Provide An Overview Of The Organization's Mission, Vision, Projects, And Initiatives.

**ATTACHMENT:**

A Copy of the Request To Appear.

## Connie Haselden

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**From:** Terasa Young <terasa@clermson.edu>  
**Sent:** Friday, April 12, 2013 9:02 AM  
**To:** Connie Haselden  
**Cc:** Michelle Bailey (michelle@keepflorencebeautiful.org)  
**Subject:** request to appear before council

Hi Connie,

Keep Florence Beautiful would like to appear before County Council on May 16 to provide an overview of the organization's mission, vision, projects, and initiatives. Once part of the City of Florence, Keep Florence Beautiful now operates county-wide as a 501(c)(3) organization.

Thanks,

*Terasa M. Young*

Keep Florence Beautiful



## **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:**   Appearances Before Council  
Doris Lockhart, Secretary  
Savannah Grove Community Action League

**DEPARTMENT:**   County Council

**ISSUE UNDER CONSIDERATION:**

Mrs. Lockhart, Secretary For The Savannah Grove Community Action League, Requests That Representatives Of Ballpark Road In Effingham Appear Before Council To Request That The Road Be Placed On The List For Paving.

**ATTACHMENT:**

A Copy of the Request To Appear.

Savannah Grove Community Action League

Effingham, SC 29541

April 30, 2013

Connie Y. Haselden, Clerk to Council

Florence County

180 N Irby Street

Florence, SC 29501

Re: Request to be placed on the agenda for May 16, 2013 meeting

Dear Mrs. Haselden:

The letter is to request to be placed on the agenda for the May 16 meeting  
of the County Council.

This request is in reference to our concerns of getting Ballpark Road in Effingham  
on the list to be paved.

Persons speaking will be residences of ballpark Road.

Thanks

Doris B. Lockhart, Secretary

(843) 662-9907 or 664-0050



# **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:** Resolution No. 25-2012/13

**DEPARTMENT:** Human Resources

## **ISSUE UNDER CONSIDERATION:**

A Resolution to Approve The Application To Append Coverage For Incidental Death Benefit; Accidental Death Program and/or Firefighters Coverage With The Police Officers Retirement System To Become Effective July 1, 2013.

## **POINTS TO CONSIDER:**

1. The South Carolina Retirement Systems provides Police Officers Retirement Systems (PORS) benefits to eligible Police Officers employed by Florence County.
2. Firefighters may be eligible for PORS benefits and the South Carolina Retirement Systems has determined the Fire/Rescue Coordinator position is eligible.
3. Florence County Council is requested to provide Firefighters coverage under PORS for the Fire/Rescue Coordinator position and any future positions determined eligible.

## **OPTIONS:**

1. *(Recommended)* Approve Resolution No. 25-2012/13
2. Provide an alternate directive.

## **ATTACHMENTS:**

1. Resolution No. 25-2012/13.
2. Application to Append Coverage for Incidental Death Benefit; Accidental Death Program and/or Firefighters Coverage.
3. South Carolina Retirement Systems April 23, 2013 Letter.

Sponsor(s) : Human Resources  
Adopted: : May 16, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 25-2012/2013**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**(A Resolution To Approve The Application To Append Coverage For Incidental Death Benefit; Accidental Death Program And/Or Firefighters Coverage With The Police Officers Retirement System To Become Effective July 1, 2013.)**

**WHEREAS:**

1. The South Carolina Retirement Systems provides Police Officers Retirement Systems (PORS) benefits to eligible Police Officers employed by Florence County; and
2. Firefighters may be eligible for PORS benefits and the South Carolina Retirement Systems has determined the Fire/Rescue Coordinator position is eligible; and
3. Florence County Council is requested to provide Firefighters coverage under PORS for the Fire/Coordinator position and any future positions determined eligible.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF FLORENCE COUNTY, THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:**

The application to Append Coverage For Incidental Death Benefit; Accidental Death Program And/Or Firefighters Coverage is hereby approved effective July 1, 2013.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

Form 6502P  
Revised 7/10/2012

**APPLICATION TO APPEND COVERAGE FOR  
INCIDENTAL DEATH BENEFIT; ACCIDENTAL DEATH  
PROGRAM AND/OR FIREFIGHTERS COVERAGE  
SC Public Employee Benefit Authority  
Police Officers Retirement System  
P.O. Box 11960, Columbia SC 29211-1960**

**APPENDIX** to Application and Resolution entered into between the Governing Body of

Florence County Council and the South Carolina Retirement Systems.  
Legal Name of Entity

It is hereby agreed that the members in service of this employer shall be covered under (check all that apply):

- ☐ The **INCIDENTAL DEATH BENEFIT** of the Police Officers Retirement System under the terms and conditions of §9-11-120 of the 1976 Code of Laws of South Carolina.

This coverage is to become effective July 1, \_\_\_\_\_  
Year

- ☐ The **ACCIDENTAL DEATH PROGRAM** of the Police Officers Retirement System under the terms and conditions of §9-11-140 of the 1976 Code of Laws of South Carolina.

This coverage is to become effective July 1, \_\_\_\_\_  
Year

- ☒ **FIREFIGHTERS COVERAGE UNDER THE POLICE OFFICERS RETIREMENT SYSTEM** wherein firefighters in service of this employer shall be covered under the terms and conditions of §9-1-660 of the 1976 Code of Laws of South Carolina.

This coverage is to become effective July 1, 2013  
Year

It is further agreed to comply with the requirements of the South Carolina Retirement Act and its Rules and Regulations of the Board as amended from time to time.

IN WITNESS WHEREOF, we have hereunto set our hands and authority this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year

**Signatures of Governing Body** (a majority must sign):

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

**Certification**

I, \_\_\_\_\_ of the aforesaid  
Name Title

entity, do hereby certify that the aforesaid body consists of 9 duly elected/appointed members and that, as stated  
Number  
above, \_\_\_\_\_ members voted in favor of the above APPENDIX.  
Number

IN WITNESS WHEREOF, I have hereunto set my hand and the authority of the aforesaid entity.

Signature \_\_\_\_\_

Date (MM-DD-YYYY) \_\_\_\_\_

**THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS AND DOES NOT CREATE A CONTRACT BETWEEN THE MEMBER AND THE SOUTH CAROLINA RETIREMENT SYSTEMS. THE SOUTH CAROLINA RETIREMENT SYSTEMS RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT.**

South Carolina  
PUBLIC EMPLOYEE BENEFIT AUTHORITY

**PEBA**

David K. Avant  
Interim Executive Director  
Retirement Benefits

4/23/2013

BONNITA K. ANDREWS  
FLORENCE COUNTY COUNCIL  
DRWR S-CITY-COUNTY COMPLX  
FLORENCE SC 29501

Code:721.02


Dear Ms. Andrews,

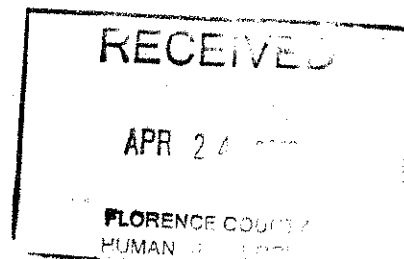
Thank you for the written description of the position classified as Fire/Rescue Services Coord.. We use this document to evaluate the eligibility of positions for membership in the Police Officers Retirement System (PORS). We have determined that the job description you submitted **qualifies** for PORS.

The specific functions of a police officer include the preservation of public order, the protection of life and property, and the detection of crimes in the state. Eligibility is also based on a minimum hourly requirement of 1,600 hours per year of law enforcement work. If in any year subsequent to such certification the member does not render at least 1,600 hours of active duty as a police officer, or if he does not receive at least \$2,000 in salary annually, his PORS membership must cease. Should this occur, please submit an enrollment form indicating South Carolina Retirement System (SCRS) eligibility. Also, notify your payroll department to ensure that contributions will be remitted to SCRS rather than PORS.

If you have any questions, please do not hesitate to call me at 803-737-6940.

Sincerely,

  
Michael Gregory  
Financial Services - Enrollment  
South Carolina Retirement Systems



**THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS AND DOES NOT CREATE A CONTRACT BETWEEN THE MEMBER AND THE SOUTH CAROLINA RETIREMENT SYSTEMS. THE SOUTH CAROLINA RETIREMENT SYSTEMS RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT.**

Form 1311  
Revised 03/24/2011

Street Address:  
202 Arbor Lake Drive  
Columbia, South Carolina 29223

[www.retirement.sc.gov](http://www.retirement.sc.gov)  
803-737-6800  
800-868-9002 (within S.C. only)

Mailing Address:  
Post Office Box 11960  
Columbia, South Carolina 29211-1960

# **FLORENCE COUNTY COUNCIL**

May 16, 2013

**AGENDA ITEM:** Resolution No. 26-2012/13

**DEPARTMENT:** County Council/Economic Development

**ISSUE UNDER CONSIDERATION:**

An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project AP.

**OPTIONS:**

1. *(Recommended)* Approve Resolution No. 26-2012/13 As Presented.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Resolution No. 26-2012/13

Sponsor(s) : Economic Development  
Adopted: : May 16, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation :N/A

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**RESOLUTION NO. 26-2012/13**

**An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project AP.**

**WHEREAS:**

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and
2. Project AP, a Delaware limited liability company that is authorized to do business in South Carolina, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to expand a manufacturing facility in the County (the "Project"); and
3. The Project is anticipated to result in an investment of approximately \$13,300,000 over five years; and
4. The Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax ("FILOT") and special source revenue credits ("SSRCs") with respect to the Project; and
5. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and
6. Pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County agrees to use its best efforts to ensure that the Project is located in a multi-county industrial and business park established, or to be established, by the County (the "Park") pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement").



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

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

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes ("FILOT") for a period of 30 years for each component of the Project placed in service during the investment period (the "FILOT Term") under the Act. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 30 years, for each component of the Project placed in service during the investment period.

Section 3. The further details of the FILOT and the SSRCS shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. The County agrees to use its best efforts to ensure that the Property is already located in or to include the Property in a Park for at least the longer of a 30-year period or the period of time the FILOT arrangement is in place.

Section 5. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 6. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE: Unanimous

OPPOSED: None

ABSENT: None

# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Third Reading - Ordinance No. 17-2012/13 (*Deferral*)

**DEPARTMENT:** Finance

## **ISSUE UNDER CONSIDERATION:**

(An Ordinance To Authorize The Execution and Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.)

## **POINTS TO CONSIDER:**

1. The Drs. Bruce and Lee Foundation have provided Florence County with a grant in the amount of \$2,500,000 in order to develop a community park in Lake City.
2. The grant terms require Florence County to secure additional funding for the park project in the form of grants.
3. The South Carolina Department of Health and Environmental Control (SCDHEC) is authorized to make loans through the South Carolina Brownfields Cleanup Revolving Fund Loan program to assist with removal actions required when entering into a Voluntary Cleanup Contract with SCDHEC.
4. The County entered into a Voluntary Cleanup Contract earlier this year for the properties which are to be developed for the park in Lake City.
5. The loan funds may be used for removal activities, including demolition and/or site preparation, which are part of the site cleanup.
6. The County will be eligible to have 25% of the amount borrowed, up to a maximum of \$100,000 converted into a grant.
7. The loan carries a 1% interest rate and is amortized over 10 years.

## **OPTIONS:**

1. (*Recommended*) Defer Third Reading.
2. Provide An Alternate Directive.

## **ATTACHMENTS:**

Ordinance No. 17-2012/13.



Sponsor(s)	: Finance	I, _____,
First Reading	: November 15, 2012	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised on
Committee Consideration Date	: N/A	_____ for Public Hearing.
Committee Recommendation	: N/A	
Second Reading	: December 13, 2012	
Public Hearing	:	
Third Reading	:	
Effective Date	:	

**ORDINANCE NO. 17-2012/13**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**(An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.)**

**WHEREAS,**

1. The County of Florence, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "County"), proposes to fund a portion of the costs associated with soil remediation of the Lake City Park Project (the "Project") with a loan in the principal amount of \$500,000; and
2. The South Carolina Department of Health & Environmental Control (the "Lender") acting through its fund manager is authorized to make loans through the Catawba Regional Development Corporation ("CRDC") South Carolina Brownfields Cleanup Revolving Fund Loan (the "Fund"); and
3. CRDC has proposed terms relating to a loan from the Fund to the County which, if it receives final approval from the Lender, CRDC and the County, could provide financing for the Project; and
4. An outline of such proposed terms is attached hereto as Exhibit A; and
5. The security for the proposed borrowing is 2008 Lease Purchase Bond Proceeds and does not constitute a pledge of the full faith, credit and taxing power of the County; and
6. The Project serves a valid corporate and public purpose of the County; and
7. The County expects to receive a final proposal for the financing of the Project on the terms and conditions set forth in Exhibit A; and
8. County Council (the "County") has determined, and hereby determines, that it is in the County's best interest to accept the outline of the proposal of the Lender as shown on Exhibit A hereto; and
9. The County intends to enter into the Promissory Note (the "Note") and a Loan Agreement (the "Loan Agreement") (the Note and the Loan Agreement are hereinafter referred to as the "Loan Documents") between the Lender and the County. The Note and the Loan Agreement are in substantially the forms attached hereto as Exhibits B and C, respectively.

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

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.
2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken with respect to this transaction.
3. The proposal of the Lender on the proposed terms and conditions attached hereto as Exhibit A is hereby approved and accepted.
4. The Note shall be in the principal amount of \$500,000.00, and shall bear interest and be payable as described in Exhibit A.
5. The County Administrator (the "Administrator") is hereby authorized and directed to execute and deliver the Loan Documents on behalf of the County in such form as he approves, with the advice of counsel, his execution being conclusive evidence of his approval; and the Clerk of Council is hereby authorized and directed to affix the corporate seal of the County to the Loan Documents and to attest the same.
6. The consummation of all transactions contemplated by the Loan Documents is hereby approved.
7. The County Administrator 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 by the County or the Lender or CRDC in order to carry out, give effect to, and consummate the transactions contemplated by the Loan Documents.
8. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
9. This Ordinance shall become effective immediately upon third reading by the Council.
10. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision 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.
11. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden  
Clerk to Council

\_\_\_\_\_  
Chairman  
Florence County Council

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form & Content  
D. Malloy McEachin, Jr., County Attorney

# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Second Reading of Ordinance No. 29-2012/13

**DEPARTMENT:** Finance

## **ISSUE UNDER CONSIDERATION:**

(An Ordinance To Ratify FY13 Budget And Grant Council Actions 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. Reimbursement from the State of South Carolina for poll worker expenditures for the November 2012 general election required an additional appropriation of \$100,000 above the original FY13 budget.
3. Additional funds from the State of South Carolina for library book and other materials purchases required an additional appropriation of \$60,521 above the original FY13 budget.
4. Contracts and related purchase orders in various stages of completion at the end of FY12 and incomplete as of June 30, 2012 in the amount of \$65,860 require the unexpended balances of the purchase orders to be added to General Fund fund balance.
5. Additional funds above the original FY13 budget for the employee service award dinner require an additional appropriation of \$4,500 above the original FY13 budget, to be funded by a portion of the proceeds from the rebate from the SC Procurement Card program.
6. At its special called meeting on April 4, 2013, Florence County Council approved an increase in the amount of \$450,000 for the IT Department's budget for security enhancements, to be funded from the General Fund fund balance.
7. The Florence County Sheriff's Office has contracted with the Town of Pamplico to provide state-required victim services to the Town, which requires an additional appropriation of \$8,000 above the original FY13 budget.
8. The State Office of Victims Assistance (SOVA) has mandated that Florence County transfer \$52,766 from the General Fund to the Victim/Witness Assistance Fund.
9. Florence County anticipates receiving approximately \$3,000 in sponsorship revenue to partially offset the cost of the golden wedding anniversary luncheon; therefore, the Recreation Department budget is being increased to recognize this revenue.

## **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 appropriation to the Voter Registration and Election Commission in the amount of \$100,000 is being funded from a reimbursement from the State of South Carolina.
3. The appropriation to the Florence County Library System in the amount of \$60,521 is being funded from a reimbursement from the State of South Carolina.
4. The allocation for contracts and related purchase orders in various stages of completion at the end of FY12 and incomplete as of June 30, 2012 in the amount of \$65,860 is being funded from General Fund fund balance, since savings in this amount was realized in FY12.
5. The additional funding for the IT Department security enhancements is being taken from the General Fund fund balance.
6. The additional funding for the victim services for the Town of Pamplico in the amount of \$8,000 is being funded from victim witness funds received from the Town.
7. The SOVA mandated transfer is being taken from the General Fund fund balance.
8. The increase in the Recreation Department budget is being funded by sponsorship revenue.

## **OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 29-2012/2013.
2. Provide An Alternate Directive

## **ATTACHMENT:**

1. Ordinance No. 29-2012/2013

Sponsor(s) : County Council  
 Introduction : April 18, 2013  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Public Hearing : May 16, 2013  
 Second Reading : May 16, 2013  
 Third Reading : June 20, 2013  
 Effective Date : June 20, 2013

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

## ORDINANCE NO. 29-2012/2013

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Ratify FY13 Budget And Grant Council Actions 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, the County Council will adopt a final budget amendment ordinance ratifying 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 FY13 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 FY13 appropriated budgets:

**a. GENERAL FUND (FUND #10)**

- 1) Based on the fact that the reimbursement from the State of South Carolina for poll worker expenditures for the November 2012 general election was funded directly by the State, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-085-0000	\$100,000
Expenditures	10-411-410-100-0200	\$ 50,000
	10-411-410-100-1100	\$ 4,500
	10-411-410-100-3100	\$ 500
	10-411-410-100-4700	\$ 3,000
	10-411-410-100-6200	\$ 2,000
	10-411-410-100-6900	\$ 20,000
	10-411-410-200-8952	\$ 20,000

- 2) Based on the provision of additional revenue from the State of South Carolina for library books and other materials, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-120-0000	\$ 60,521
Expenditures	10-471-455-000-6800	\$ 60,521

- 3) Contracts and related purchase orders in various stages of completion at the end of FY12 and incomplete as of June 30, 2012 require the unexpended balances of the purchase orders to be added to General Fund fund balance. These unexpended balances are in need of being carried over into FY13. Based on various FY12 uncompleted contracts and purchase orders being carried over into FY13, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	10-399-999-999-9500	\$ 65,860
Expenditures	10-421-421-200-4705	\$ 2,171
	10-421-421-200-8600	\$ 7,315
	10-421-422-100-4700	\$ 1,306
	10-451-423-000-6400	\$ 8,690
	10-451-423-000-9400	\$ 5,352
	10-471-451-100-8600	\$ 41,026

- 4) Based on the change in format for the employee service awards dinner, to be funded from a portion of the rebate from the SC Procurement Card Program, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-371-370-100-0000	\$ 4,500
Expenditures	10-411-412-900-0161	\$ 4,500

- 5) Based on enhanced security requirements, Florence County Council, at its April 4, 2013 special called meeting, approved an increase in the amount of \$450,000 to the IT Department budget, to be funded from General Fund fund balance. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-399-999-999-9500	\$450,000
Expenditures	10-411-427-000-9500	\$450,000

- 6) Based on a state mandated transfer from the General Fund to the Victim/Witness Assistance Fund in the amount of \$52,766, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-399-999-999-9500	\$ 52,766
Expenditures	10-371-391-104-0000	\$ 52,766

- 7) In order to recognize sponsorship revenue estimated to be received in the amount of \$3,000 to partially offset the cost of the annual golden wedding anniversary luncheon, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-351-347-700-0000	\$ 3,000
Expenditures	10-471-451-100-4700	\$ 3,000

b. GRANT FUND (FUND #141)

The FY13 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:

School Dist #1 SRO	4201	\$ 256,304
School Dist #2 SRO	4201	\$ 41,124
School Dist #3 SRO	4201	\$ 98,105
School Dist #5 SRO	4201	\$ 34,654
Used Oil contract	4222	\$ 15,477
Public Defender	4248	\$ 71,401
DUI Prosecutor	4253	\$ 68,545
Sheriff Dog fundraiser	4262	\$ 5,556
SCEMD 800 mhz radios	4271	\$ 792
DSS Incentives	4277	\$ 78,178
DSS Unit Cost	4278	\$ 316,373
CDV – Solicitor	4294	\$ 112,881
EDC – Misc	4296	\$ 1,815
Lake City Library renovations	4318	\$ 10,000
Timmons ville Library	4322	\$ 500
Johnsonville Library	4328	\$ 1,043
E-Scrap Reimbursement	4360	\$ 1,045
GIS Day Event	4385	\$ 100
Records Improvement – Clerk of Court	4392	\$ 2,200
EMD – SLED – 8SHSP71	4395	\$ 10,000
SLED – 12EMPG01	4397	\$ 119,840
Solicitor’s Juvenile Arbitrator	4399	\$ 84,579
Solicitor’s Salary Supplement	4400	\$ 254,888
Solicitor’s Pre-trial Intervention	4401	\$ 222,728
Juvenile Drug Court	4402	\$ 92,693
SCDOT – PCN 41636 – CTC	4403	\$ 42,500
Body Armor & Tasers	4404	\$ 84,285
Live Scan	4405	\$ 50,000
Drug Lab	4407	\$ 75,892
VW Equipment	4409	\$ 5,880
HMEP Planning Grant	4410	\$ 3,250
Circle Park	4411	\$ 6,000
SCCCED Warehouse	4412	\$ 100,000
SCPRT-TAG	4413	\$ 90,335
SCDHEC Used Oil Grant FY13	4414	\$ 6,538
SCDHEC Waste Tire Grant FY13	4415	\$ 29,625
EDC Benefactor Tree	4417	\$ 100
USDOJ 2012-DJ-BX-0885	4418	\$ 30,257
SCCCED – McCall Farms	4419	\$ 500,000
Waste Management – LRCP Rain Garden	4420	\$ 3,000
SCCCED – ICE Recycling	4421	\$ 165,000
Library of America	4422	\$ 500
SLED – 12SHSP28	4423	\$ 55,313
Sheriff	4424	\$ 34,428
SCDHEC – GIA FY13	4425	\$ 24,313
SCEMD – 2011 LEMPG	4426	\$ 17,200
Website DVD – Drs. Bruce & Lee	4427	\$ 12,000

Santee Electric	4428	\$ 100,000
Library Lottery Funds	4429	\$ 18,700
LRCP – First Saturday	4430	\$ 1,600
Sheriff – Prison Ministry	4431	\$ 1,000
Johnsonville Library	4432	\$ 1,000
Library Summer Reading – Dollar General	4433	\$ 1,000
SCDOT – PCN 42417 – CTC	4434	\$ 83,840
Library Summer Reading – SCSL LSTA	4435	\$ 2,000
Sheriff – CSE-DSS	4452	\$ 21,005

c. **VICTIM/WITNESS FUND (FUND #154)**

Based on the contract between the Town of Pamplico and the Florence County Sheriff's Office, whereby the Sheriff's Office has agreed to provide victim/witness services to the Town of Pamplico, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	154-341-338-404-0000	\$ 8,000
Expenditures	154-421-421-000-1100	\$ 4,000
	154-421-421-000-3000	\$ 4,000

2. This Ordinance includes the ratification of all grant and budget related resolutions and actions previously approved by Florence County Council for the fiscal year ending 06/30/13.
3. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden  
Clerk to Council

\_\_\_\_\_  
James T. Schofield, Chairman  
Florence County Council

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form & Content  
D. Malloy McEachin, Jr., County Attorney



# FLORENCE COUNTY COUNCIL

May 16, 2013

**AGENDA ITEM:** Ordinance No. 30-2012/13 – Second Reading

**DEPARTMENT:** County Council/Economic Development

**ISSUE UNDER CONSIDERATION:**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

**OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 30-2012/13.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Ordinance No. 30-2012/13

Sponsor(s)	: County Council/Economic Development	I, _____,
First Reading	: May 2, 2013	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised on
Committee Consideration Date	: N/A	_____ for Public Hearing.
Committee Recommendation	: N/A	
Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	:	

## ORDINANCE NO. 30-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

#### AN ORDINANCE

**(AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND AMONG FLORENCE COUNTY, SOUTH CAROLINA, AND PROJECT AP, AND ONE OR MORE AFFILIATED OR RELATED ENTITIES, AS SPONSOR, TO PROVIDE FOR A FEE IN LIEU OF TAXES INCENTIVE; TO PROVIDE FOR THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; TO PROVIDE FOR A COUNTY GRANT FOR JOB CREATION AND TO ENTER INTO ANY OTHER NECESSARY AGREEMENTS TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER RELATED MATTERS.)**

#### WHEREAS:

1. Florence County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and
2. Project AP a Delaware limited liability company that is authorized to do business in the State of South Carolina (referred to hereinafter as the "Company") intends to invest in the expansion of a manufacturing facility through the construction of building improvements and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$13,300,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

3. Pursuant to an Inducement Resolution dated as of May 16, 2013, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and
4. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance of a special source revenue credit equal to 25% of the first five payments in lieu of taxes with respect to the Project and 15% of the following five payments in lieu of taxes with respect to the Project; and
5. It appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The County Council hereby approves the provision of a cash grant to the Company of \$2,000 per employee who is both a legal resident of the County and remains employed by the Company in connection with the Project for a five-year period.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

e excerpts of the minutes of the meetings of the County Council  
with the Freedom of Information Act, Chapter 4, Title 30 of the  
connection with said meetings of County Council.

now in full force and effect.

HEREOF, I have hereunto set my Hand and the Seal of the County of  
Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signature: \_\_\_\_\_  
Name: Connie Y. Haseldine  
Title: Clerk to County Council

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 2, 2013, May 16, 2013, and May 29, 2013. 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 16, 2013, and notice of the public hearing was published in the *Florence Morning News* on April 30, 2013. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

Signature: \_\_\_\_\_  
Name: Connie Y. Haselden  
Title: Clerk to County Council

FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

PROJECT AP

Dated as of May 29, 2013

RECAPITULATION OF CONTENTS OF  
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

DRAFT



## FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of May 29, 2013 by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Florence County Council (the "County Council") as the governing body of the County, and Project AP, a Delaware limited liability company that is authorized to do business in the State of South Carolina (the "Company").

### RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean Project AP and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Florence County Council, the governing body of the County.

"Department" or "SCDOR" shall mean the South Carolina Department of Revenue.

"Diminution in Value" in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company's removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

"Equipment" shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean the industrial park between the County and Marion County, South Carolina that includes the Project.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Section 2 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one

year in the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

"Project" shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2013 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

"Real Property" shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

"Sponsor" shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

"Termination Date" shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties mutually understand to be 317.8 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2012, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of the inclusion of the Property in the Industrial Development Park.

(f) The County will take all reasonable action to ensure that the Project is included in the Industrial Development Park or a successor joint county industrial and business park in the event of the expiration of the Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of expanding its metal fabrication manufacturing facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

### **ARTICLE III**

#### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may

be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county under the Industrial Development Park, and the Department, within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis



for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be 317.8 mills, the millage rate in effect on June 30, 2012, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

The Company and the County hereby agree that the Company may elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions

to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for Infrastructure Credits equal to 25% of the first FILOT payments hereunder and 15% of the sixth through tenth FILOT payments hereunder. The Infrastructure Credits shall offset the aggregate Infrastructure costs incurred and shall be applied as a setoff against the FILOT owed for each applicable year.

#### Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the

Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days

of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice

from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.



## ARTICLE VI

### MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

#### **IF TO THE COMPANY:**

Project AP LLC

#### **WITH A COPY TO:**

Haynsworth Sinkler Boyd, P.A.  
Attn: William R. Johnson  
P.O. Box 11889  
Columbia, SC 29211

#### **IF TO THE COUNTY:**

Florence County, South Carolina  
Attn: County Administrator  
180 N. Irby Street, MSC-G  
Florence, SC 29501

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credits explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight

embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**FLORENCE COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Name: Connie Y. Haselden

Title: Clerk to County Council

**PROJECT AP LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

DRAFT

# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Second Reading of Ordinance No. 01-2013/14

**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, 2013 And Ending June 30, 2014; 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. 01-2013/14 is the budget ordinance for next fiscal year.
2. The budget document with the budget message was distributed prior to the April 4, 2013 meeting of Council.
3. The proposed budget includes a 3.5 mill increase for the General Fund as well as a \$2.18 increase in the household solid waste fee to cover items already built into the FY2013/14 budget, including the increased cost of the employer's share of the health insurance premium, the increased employer contribution percentage for the Police Officers Retirement System, the annualization of the cost to add twelve EMS employees approved at the December 2012 Council meeting, and the absorption of the City's share of the cost to operate the City-County Complex, along with funding eight additional EMS employees in order to run two twelve hour "prime time" ambulances and provide a market-based increase to all EMS employees whose job description requires them to be a certified EMT or paramedic.
4. The proposed budget also includes a 1.0 mill increase in the County Debt Service Fund. This one mill was moved to the General Fund in the FY2011/12 budget to avoid an overall millage increase in that fiscal year's budget. It needs to be restored to the debt service fund to avoid a future cash flow shortage in this fund.
5. The proposed budget also includes a \$1.00 increase in the household solid waste fee to cover an anticipated contracted price increase.
6. If the South Carolina General Assembly restores the legally mandated level of the Local Government Fund to South Carolina municipalities and counties then most of the 3.5 mill increase in the General Fund can be eliminated.

## **FUNDING FACTORS:**

NONE

## **OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 01-2013/2014.
2. Provide An Alternate Directive.

## **ATTACHMENTS:**

1. Ordinance No. 01-2013/14

Sponsor(s) : County Council  
Introduction : April 18, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing : May 16, 2013  
Second Reading : May 16, 2013  
Third Reading : June 20, 2013  
Effective Date : July 1, 2013

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

## ORDINANCE NO. 01-2013/14

### 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, 2013 And Ending June 30, 2014; 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 2013-2014 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2013-2014.

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

#### SECTION 1. APPROPRIATIONS

**a. Procedures Compliance:** The fiscal year 2013-2014 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 in 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 General Fund contingency are generally 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 15<sup>th</sup> of the month following the end of each quarter. The final 4<sup>th</sup> 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>FY13</u>	<u>FY14</u>
Florence County	71.9	75.4
Debt Service	8.0	9.0

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 FY13 debt service millages are shown for informational purposes and may be subject to adjustment by the County Auditor.)

	Operating Mills <u>FY13</u>	Debt Mills <u>FY13</u>	Total <u>FY13</u>	Operating Mills <u>FY14</u>	Estimated Debt Mills <u>FY14</u>	Total <u>FY14</u>
Johnsonville Rural Fire District	25.5	12.4	37.9	27.5	12.4	39.4
Sardis-Timmons ville Rural Fire District	15.0	0.0	15.0	15.0	0.0	15.0
Howe Springs Fire District	19.4	5.8	25.2	19.4	5.8	25.2
Hannah-Salem-Friendfield Fire District	18.1	5.7	23.8	18.1	5.7	23.8
West Florence Rural Fire District	8.0	0.0	8.0	8.0	0.0	8.0
Windy Hill/Olanta Rural Fire District	24.5	3.2	27.7	24.5	3.2	27.7
Florence-Darlington Technical College	4.9	0.0	4.9	4.9	0.0	4.9

Any millage adopted by this ordinance can be lowered by resolution of County Council prior to issuance of the tax notices.

Any fire district debt service millage will remain in effect for the entire fire district in which it 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:

<u>Fund</u>	<u>Fund Name</u>	<u>Appropriation</u>
10	County General Fund	\$52,294,780
45	Debt Service Fund*	\$ 3,954,622
111	Economic Development Capital Project Fund*	\$ 2,105,000
112	Economic Development Partnership Fund*	\$ 439,749
121	65% State Accommodations Tax (2%) Fund*	\$ 200,000
122	30% State Accommodations Tax (2%) Fund*	\$ 90,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,474,087
124	Local Hospitality Tax Fund*	\$ 1,190,511
131	District Utility Allocation Fund*	\$ 1,007,516
132	District Infrastructure Allocation Fund*	\$ 994,427
133	District Rocking and Paving Fund*	\$ 1,100,146
145	Sheriff Camps Fund*	\$ 36,898
146	Sex Offender Registry Fund*	\$ 17,235
151	Law Library Fund*	\$ 88,586
153	Road Maintenance Fund*	\$ 3,791,395
154	Victim/Witness Fund*	\$ 206,327
155	Solicitor Check Law Fund*	\$ 230,690
421	Solid Waste Management Fund*	\$ 4,132,092
431	E-911 System Fund*	\$ 1,208,939

\* 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, 2013 through June 30, 2014. 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 \$3,954,622 for Debt Service provided by this Ordinance.

**g. 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.

**h. 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 30<sup>th</sup> 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, who is authorized to accept grants. The County Administrator may require that the grant be 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. 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 Manager.

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. 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 Manager 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 County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. 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 30<sup>th</sup> 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 15<sup>th</sup> 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. The County Administrator is authorized to transfer County Government functions and allocated appropriations among the various County divisions and offices in order to combine compatible employee positions and functions, eliminate duplicate work, gain performance efficiencies, or reduce overall operating costs of the County Government.

**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) Statement No. 34 implementation guidelines.

**b. Inventory Control:** Each 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 30<sup>th</sup> 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. FY14 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 2013, if authorized by County Council by motion. 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.

**c. 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 which are a violation of the State Ethics Laws and regulations.

**d. 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.

**e. Tuition Assistance Program:** An amount of \$9,100 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 Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. 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.

**f. Retirees' Health Insurance Assistance:** All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

**g. Blood Borne Pathogens Standards:** Emergency Medical Services, Sheriff's Office, and Detention Center are to provide a copy of the department's current Infection Control Plan to the Human Resources Director annually to demonstrate conformance with Federal and other guidelines.

**h. 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.

**i. Beginning Of Fiscal Year Payroll Changes:** Payroll changes made as a result of the FY14 budget will become effective on the first day of the first full payroll period of the fiscal year.

**j. Workers' Compensation Benefit:** Upon adoption of the budget ordinance, all General Fund budgeted workers compensation amounts included in line 0112 in various departmental/divisional budgets will be transferred to Division 010-411-489-300 – Employee Non-Departmental. As workers compensation claims are incurred, twenty percent (20%) of each claim will be paid from the respective department/division, up to a maximum total per claim of \$2,000. In addition, with the exception of 24/7 shift workers, while an employee is on workers compensation leave, the budgeted salary or wages for this employee during the workers compensation leave period will be transferred from the respective department/division salary and wage budget line (account 0100) to the Employee Non-Departmental Division.

**k. Solicitor and Public Defender Funding of Certain Positions:** The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County's compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds. Disbursement for these positions is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these positions, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County.

**l. Advanced EMT position:** As a result of federal and state regulation, the EMT-Intermediate position title is hereby eliminated effective July 1, 2013 and replaced with the title Advanced-EMT, whose entry level pay will be 15% less than the entry level pay for a paramedic position.

**m. EMS Compensation Adjustment:** Effective beginning with the first full pay period after July 1, 2013, the base annual pay for all EMS positions whose job descriptions require an employee to be either a certified EMT or paramedic is increased by \$2,000.

## **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 continue work with the County's existing software programming vendor, Strawn Services, for the purpose of providing automation efficiencies at the departmental level to the extent budgeted funds are available.

## **SECTION 10. FEES AND CHARGES**

**a. 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.

**b. 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 cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

**c. Outstanding EMS Bills:** Outstanding EMS bills totaling \$1,482,377 posted from the period of January 2000 through December 2009 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

**d. Coroner Fees:** Fees for services provided by the Coroner's Office are hereby established as follows: autopsy report fee - \$25, coroner report fee - \$5.00, toxicology report fee - \$10, CD/photo fee - \$10, and case file fee - \$50. Members of the decedent's family, as well as members of law enforcement and the Solicitor's Office are exempt from these fees.

## **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.

## **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 and any county funds in any manner through signature of contracts, purchase orders, or other such agreements or documents as an authorized agent. Any purchase made or contract executed without appropriate authorization is hereby deemed to be a personal obligation of the party making the purchase or executing the contract and is not an obligation of Florence County.

**b. Check Enforcement Unit:** The County Administrator is authorized to execute annual agreements between Florence County and the 12<sup>th</sup> 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 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 available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY14 are not signed prior to June 30, 2013, 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 discontinued in FY14.

**e. Lease Renewals:** The County Administrator is 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 appropriation in this year's budget.

**f. SCDOC Agreements:** The County Administrator is 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 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 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 authorized to renew the EMS Medical Control Physician contractual arrangement provided funds are appropriated herein.

**i. Independent Contractor's Contracts Or Agreements For Various Services At The Florence County Detention Center:** The County Administrator is authorized to execute independent contractor's contracts and/or agreements which are in the best interests of the citizens of Florence County for the provision of medical, mental health, psychological, polygraph, commissary, pharmacy, and clergy services at the Florence County Detention Center at the written recommendation of the Sheriff.

**j. Planning and Building Inspection Agreements with Municipalities:** The County Administrator is authorized to enter into agreements for the provision and enforcement of planning and building inspection services by the County for various municipalities within Florence County.

**k. Council Allocation Expenditure:** Should an expenditure of Council Infrastructure allocation balances and/or Council Utility Fund allocation balances result in an available balance being exhausted, any remaining project expenditures may be funded from available Council Road Maintenance allocation balances, in accordance with guidelines and any other legal restrictions.

**l. De-obligation of previously approved Council Allocation expenditures:** Any remaining balances from projects approved to be funded from council district allocations that were approved prior to July 1, 2012 are hereby de-obligated.

**m. Municipal Loan Agreements:** The County Administrator is authorized to enter into loan agreements with any Florence County municipality whereby such agreement permits any municipal inmate per diem balance outstanding for more than 30 days may be collected from Florence County Treasurer distributions to that municipality.

**n. SCDJJ Agreements:** The County Administrator is authorized to execute contracts between the Florence County Detention Center and the South Carolina Department of Juvenile Justice.

**o. Florence School District One Agreements:** The County Administrator is authorized to execute contracts between the Florence County Detention Center and Florence School District One for inmate adult education services at the Poyner/Adult Education Center.

**p. Funding For Attorney Fees:** Funds for attorney fees for County officials acting as primary plaintiffs and bringing suit against the County cannot be transferred to the appropriate budgetary line item or paid without prior approval by County Council.

### **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**

- a. The approval by resolution of County Council or authorization as provided in annual budget ordinances shall be required to permanently 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 disposed of in accordance with County procedures.
- b. 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, and to dispose of motorized equipment in accordance with policies approved by County Council.
- c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY14 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

#### **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 any 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  
Clerk to Council

SIGNED:

\_\_\_\_\_  
James T. Schofield, Chairman  
Florence County Council

\_\_\_\_\_  
Approved as to Form & Content  
D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

## **FLORENCE COUNTY COUNCIL MEETING**

**Thursday, May 16, 2013**

**AGENDA ITEM:** Ordinance No. 31-2012/13  
Introduction

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Rezone Properties Owned By Ladonna M. Beylotte, Cephus & Maxine Peterson Jr., Bessie Wilks, Erik T. & Sarah L. Knotts, Vanona M. Dubose Morris, Ryan J. Johnson, Mearthur & Yvonne F. Lynch, James T. Hurst And Located At 227, 233, 237, 241, 243, 247, 249, And 251 Mill Street, Town Of Scranton, As Shown On Florence County Tax Map No. 00194, Block 31, Parcels 25, 077 And 104; And A Portion Of 021, 022, 023, 024 and 111; Consisting Of Approx. 3.16 Acres From Unzoned, To R-1, Single-Family Residential District; And Other Matters Related Thereto.]

*(Planning Commission 7 to 0; Council District 1)*

**POINTS TO CONSIDER:**

1. The subject properties are currently unzoned.
2. Surrounding land uses consist of Single-Family Residential and manufactured/mobile home.
3. The Comprehensive Plan currently designates the subject properties as Residential Preservation. The designation will support R-1, Single-Family zoning.

**OPTIONS:**

1. *(Recommended)* Approve As Presented.
2. Provide An Alternate Directive.

**ATTACHMENTS:**

1. Ordinance No. 31-2012/13
2. Staff report for PC#2013-01
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map



Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that
Planning Commission Public Hearing	: April 23, 2013	this Ordinance was
Planning Commission Action	: April 23, 2013 [Approved: 7 to 0]	advertised for Public
First Reading/Introduction	: May 16, 2013	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 31-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Rezone Properties Owned By Ladonna M. Beylotte, Cephus & Maxine Peterson Jr., Bessie Wilks, Erik T. & Sarah L. Knotts, Vanona M. Dubose Morris, Ryan J. Johnson, McArthur & Yvonne F. Lynch, James T. Hurst And Located At 227, 233, 237, 241, 243, 247, 249, And 251 Mill Street, Town Of Scranton, As Shown On Florence County Tax Map No. 00194, Block 31, Parcels 25, 077 And 104; And A Portion Of 021, 022, 023, 024 and 111; Consisting Of Approx. 3.16 Acres From Unzoned, To R-1, Single-Family Residential District; And Other Matters Related Thereto.]**

#### WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be 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 in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on April 23, 2013.

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

1. Properties located at 227, 233, 237, 241, 243, 247, 249, and 251 Mill Street, Scranton, bearing Tax Map 00194, Block 31, Parcels 25, 077, 104; and a portion of 021, 022, 023, 024, and 111 are hereby rezoned to R-1, 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

\_\_\_\_\_  
James T. Schofield, Chairman

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:  
OPPOSED:  
ABSENT:



**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, April 23, 2013  
PC#2013-01  
ORDINANCE NO. 31-2012/13**

**SUBJECT:** Zoning amendment request to R-1, Single Family Residential District

**LOCATION:** 227, 233, 237, 241, 243, 247, 249, and 251 Mill St. Scranton, SC

**TAX MAP NUMBERS:** 00194, Block 31, Parcels 25, 077 and 104; and a portion of 021, 022, 023, 024 and 111

**COUNCIL DISTRICT(S):** 1; County Council

**OWNER OF RECORD:** Cephus & Maxine Peterson Jr., Bessie Wilks, Erik T. & Sarah L. Knotts, Vanona M. Dubose Morris, Ryan J. Johnson, McArthur & Yvonne F. Lynch, James T. Hurst, Ladonna M. Beylotte

**APPLICANT:** Town of Scranton

**LAND AREA:** 3.16 Acres

**WATER /SEWER AVAILABILITY:** These services are provided by the City of Scranton.

**ADJACENT WATERWAYS/  
BODIES OF WATER:** There does not appear to be any waterway/body of water adjacent to the property.

**FLOOD ZONE:** The properties are not located in a flood zone.

**STAFF ANALYSIS:**

1. Existing Land Use and Zoning:  
The subject area properties are currently occupied by single-family residential uses and manufactured/mobile home. The subject area properties are currently unzoned.
2. Proposed Land Use and Zoning:  
The proposal is to rezone the subject properties to R-1, Single-Family Residential District.
3. Surrounding Land Use and Zoning:  
North: Vacant/UZ/Town of Scranton  
South: Vacant/UZ/Town of Scranton  
West: Single-Family Residential/R-1/Vacant/UZ/Town of Scranton  
East: Vacant/UZ/Town of Scranton

4. Transportation Access and Circulation:  
Present access to the properties is by way of Mill Street.
5. Traffic Review:  
The rezoning of these properties will not have an effect on traffic flow for the area.
6. Florence County Comprehensive Plan:  
The Land Use for the following tax map numbers is Residential Preservation. The designation will support R-1 zoning.
7. Chapter 30-Zoning Ordinance:  
The intent of the R-1, Single-Family Residential District, 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.

**STAFF RECOMMENDATION:**

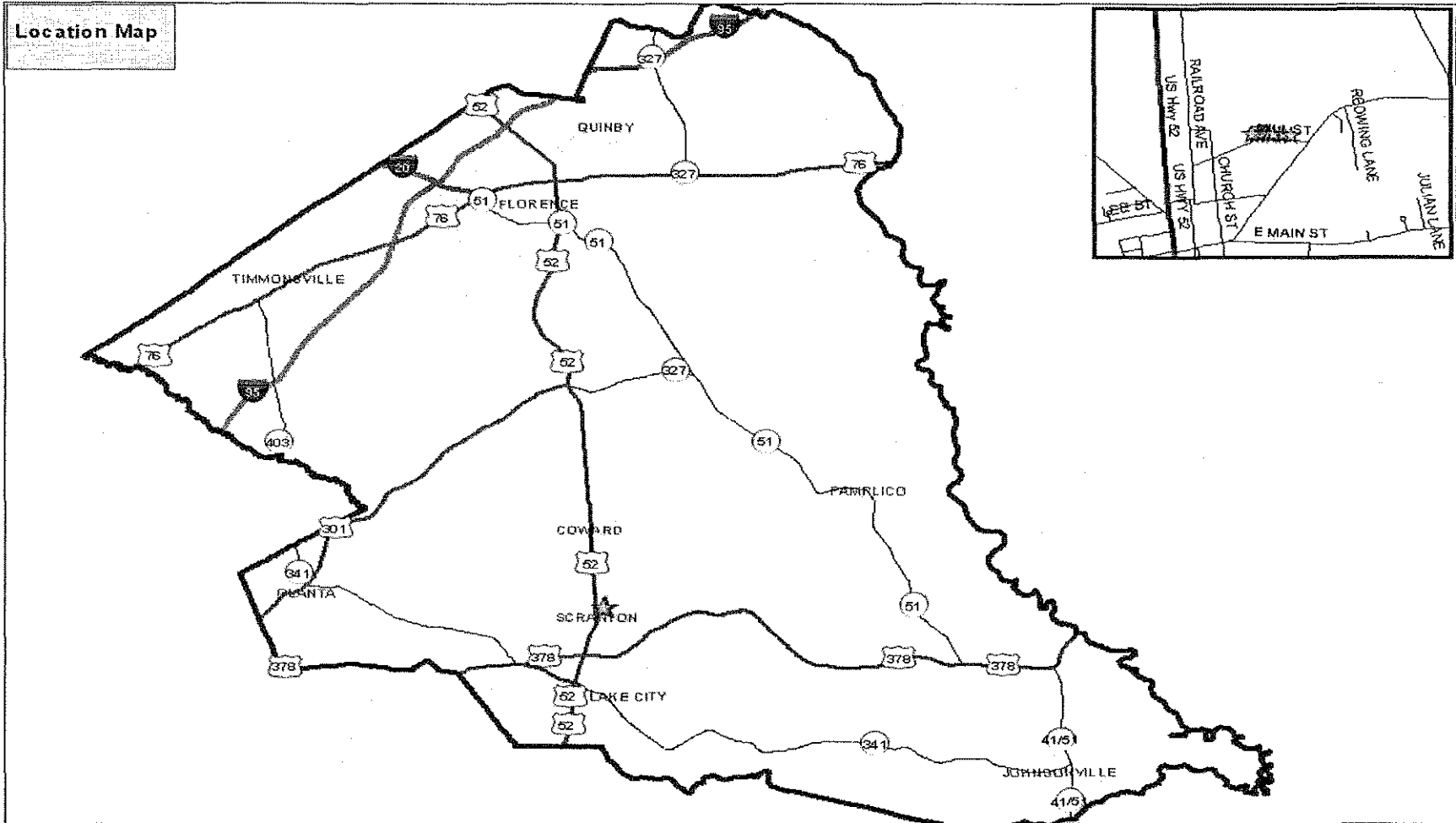
Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, APRIL 23, 2013:**

The seven Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission members recommend approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.



Location Map

0 1 2 3 4 Miles

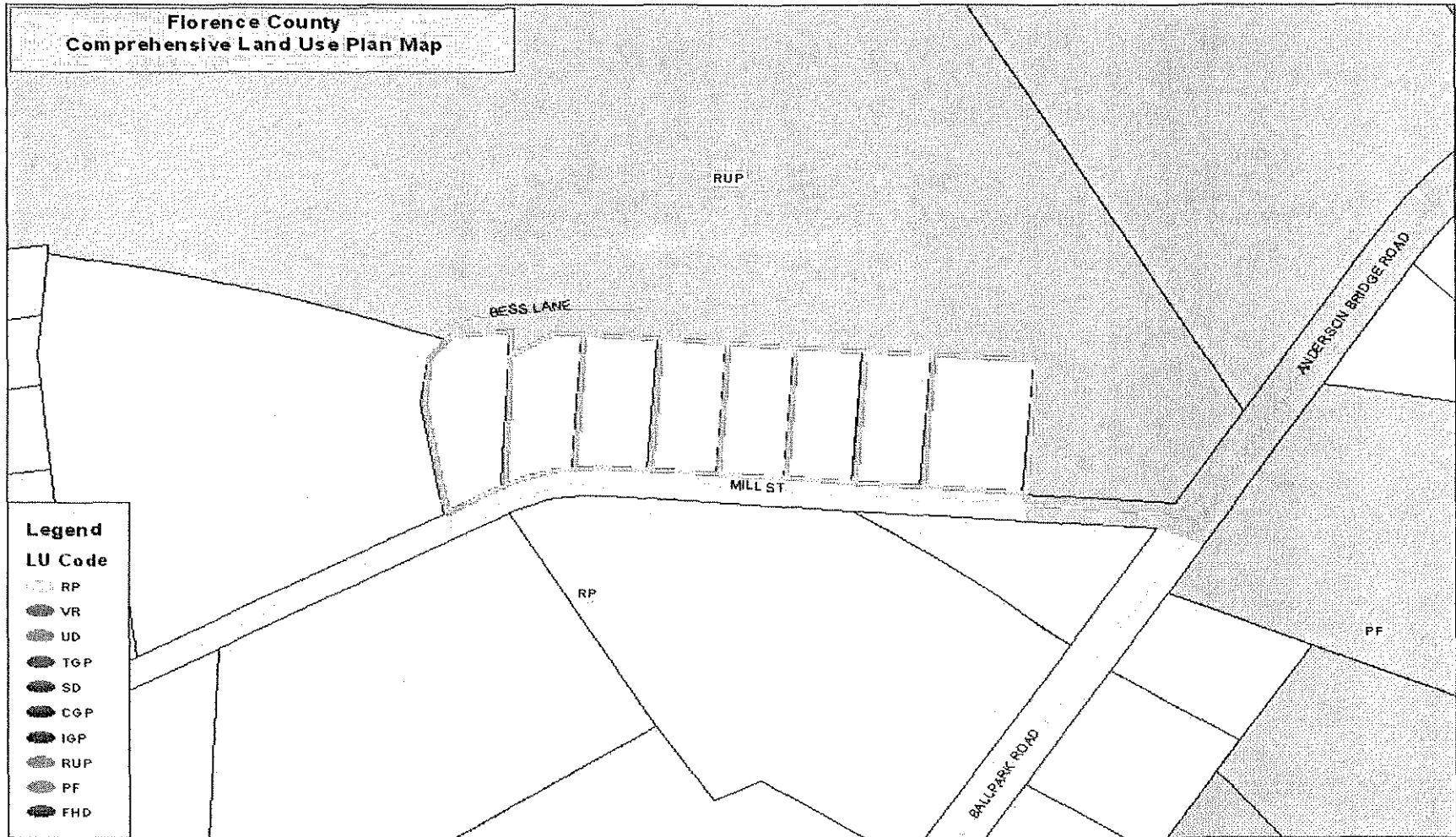


Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
03/06/2013



COUNTY COUNCIL DISTRICT(S): 1  
PC#2013-01

**Florence County  
Comprehensive Land Use Plan Map**



**Legend  
LU Code**

- RP
- VR
- UD
- TGP
- SD
- CGP
- IGP
- RUP
- PF
- FHD

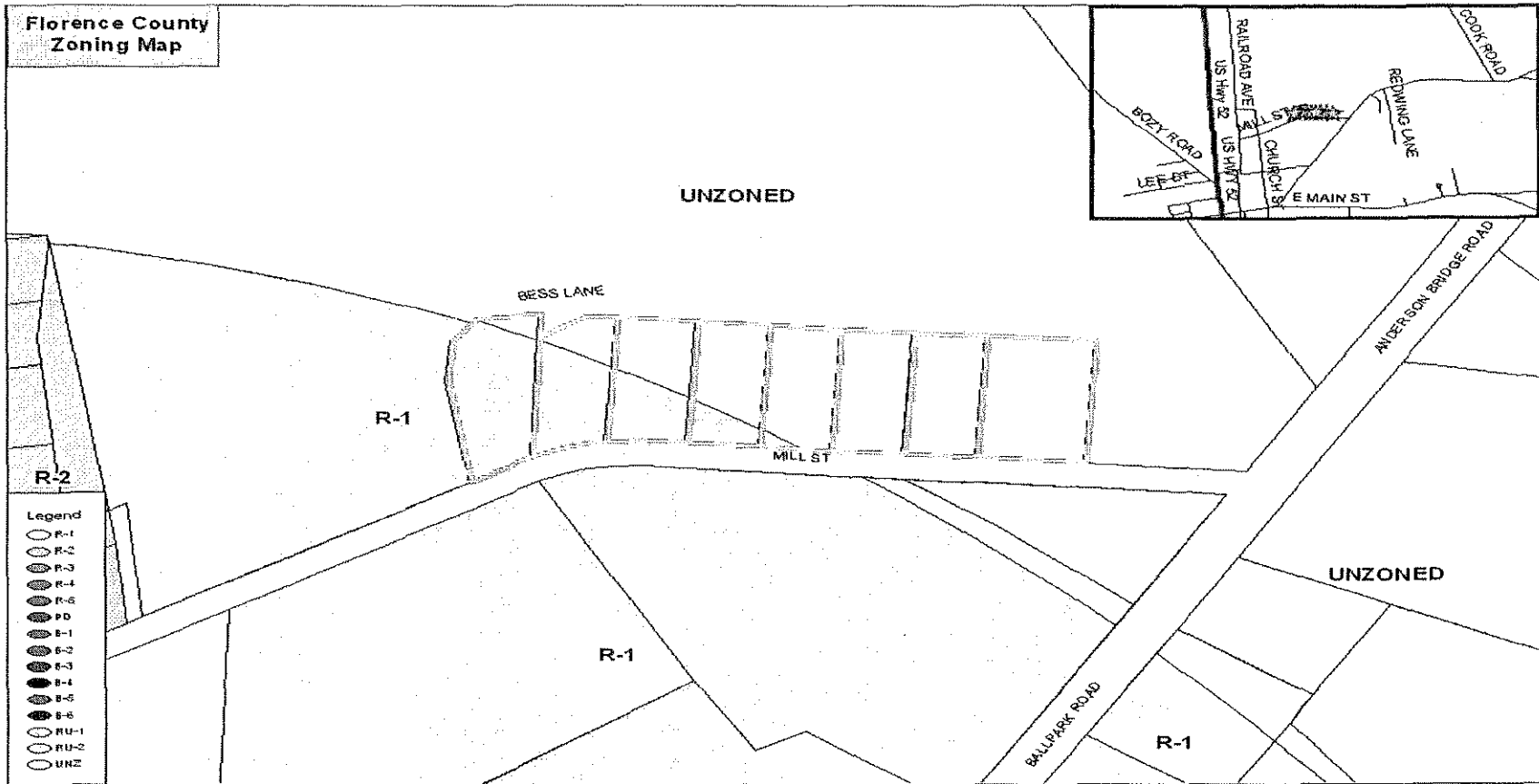
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Map Prepared by: RWE  
Copyright 2010, Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
03/06/2013

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**COUNTY COUNCIL DISTRICT(S): 1  
PC#2013-01**



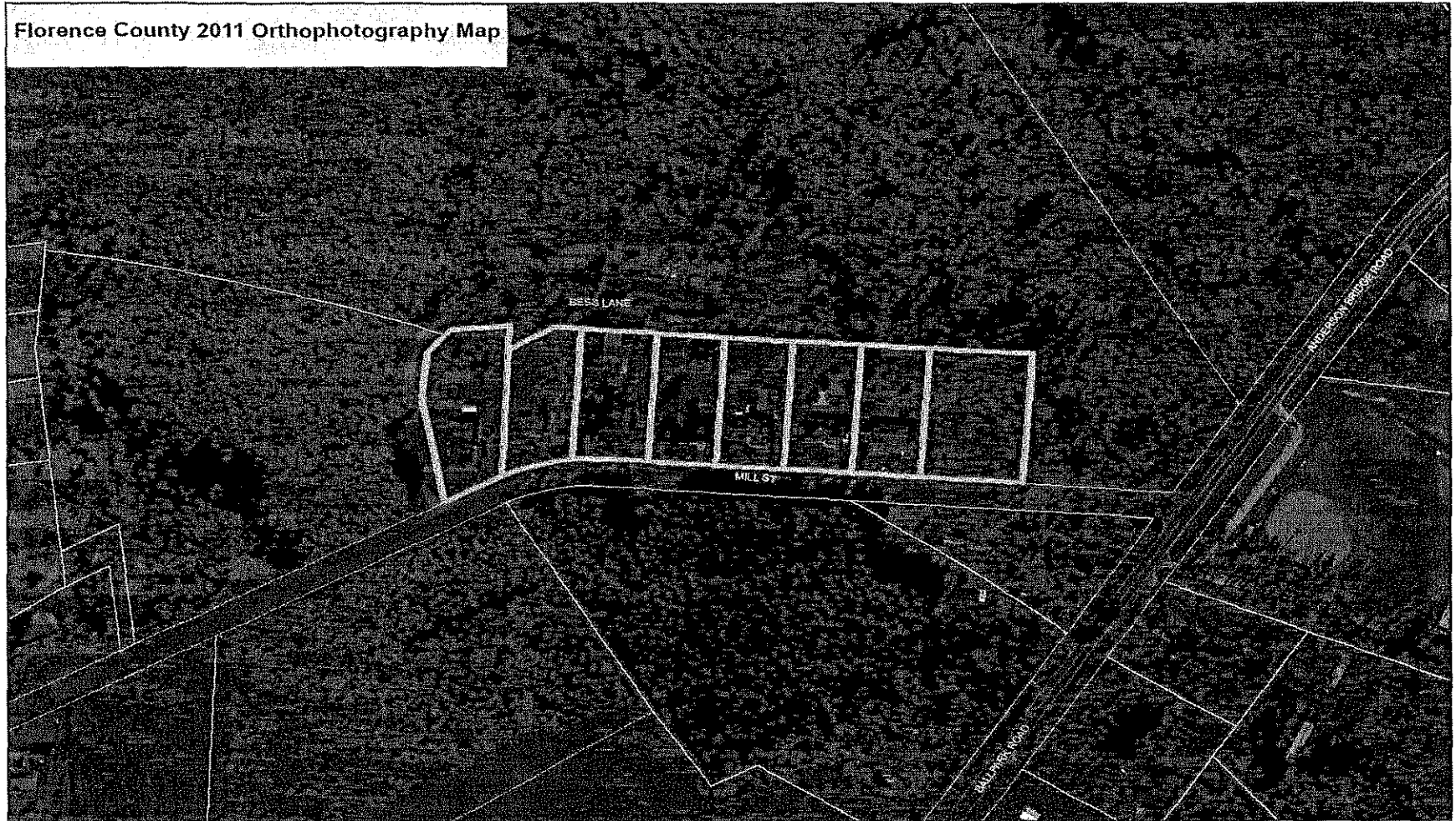
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Map Prepared by: J. R. West  
 Copyright 2010: Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 03/06/2013



**COUNTY COUNCIL DISTRICT(S): 1**  
**PC#2013-01**

Florence County 2011 Orthophotography Map



Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
03/06/2013



COUNTY COUNCIL DISTRICT(S): 1  
PC#2013-01

## FLORENCE COUNTY COUNCIL MEETING

Thursday, May 16, 2013

**AGENDA ITEM:** Ordinance No. 32-2012/13  
Introduction

**DEPARTMENT:** Planning and Building Inspections / 

**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Rezone Property Owned By Judy H. Thomas And Debra A. Holloway Located At 2005 Hazelwood Lane, Florence, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 008; Consisting Of Approx. 8.709 Acres From R-3, Single Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.]

(Planning Commission *approved* 7 to 0; Council District 5)

**POINTS TO CONSIDER:**

1. The subject property is currently zoned R-3, Single- Family Residential District.
2. Surrounding land uses consist of mixture of vacant land manufactured/mobile home currently zoned R-3, Single-Family Residential District.
3. The Comprehensive Plan currently designates the subject property as Suburban Development according to the Comprehensive Plan Land Use Map.
4. The zoning designation of RU-1, Rural Community District, is in compliance with the Comprehensive Plan land Use Map.

**OPTIONS:**

1. (*Recommended*) Approve As Presented.
2. Provide An Alternate Directive.

**ATTACHMENTS:**

1. Ordinance No. 32-2012/13
2. Staff report for PC#2013-04
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map



Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that
Planning Commission Public Hearing	: April 23, 2013	this Ordinance was
Planning Commission Action	: April 23, 2013 [Approved: 7 to 0]	advertised for Public
First Reading/Introduction	: May 16, 2013	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 32-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Rezone Property Owned By Judy H. Thomas and Debra A. Holloway Located At 2005 Hazelwood Lane, Florence, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 008; Consisting Of Approx. 8.709 Acres From R-3, Single Family Residential District, To RU-1, Rural Community District; And Other Matters Related Thereto.]**

#### WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be 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 in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on April 23, 2013.

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

1. Property located at 2005 Hazelwood Lane, Florence, bearing Tax Map 00127, Block 01, Parcel 008; and is hereby rezoned to RU-1, Rural Community 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

\_\_\_\_\_  
James T. Schofield, Chairman

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, April 23, 2013  
PC#2013-04  
ORDINANCE NO. 32-2012/13**

**SUBJECT:** Rezoning request from R-3, Single Family Residential District to RU-1, Rural Community District

**LOCATION:** Property is located at 2005 Hazelwood Lane, Florence County

**TAX MAP NUMBER:** 00127, Block 01, Parcel 008

**COUNCIL DISTRICT(S):** 5; County Council

**OWNER OF RECORD:** Judy H. Thomas & Debra A. Holloway

**APPLICANT:** Judy H. Thomas & Debra A. Holloway

**LAND AREA:** 8.709 Acres

**WATER /SEWER AVAILABILITY:** These services are not provided by the City of Florence

**ADJACENT WATERWAYS/  
BODIES OF WATER:** There does not appear to be any waterway/body of water adjacent to the property.

**FLOOD ZONE:** The property is not located in a Flood zone.

**STAFF ANALYSIS:**

1. Existing Land Use and Zoning:  
The subject property is currently single-family residential and zoned R-3, Single-Family Residential District.
2. Proposed Land Use and Zoning:  
The proposal is to rezone the subject property to RU-1, Rural Community District.
3. Surrounding Land Use and Zoning:  
North: Vacant/ R-3/Florence County  
South: Mobile Homes/R-3/Florence County  
West: Vacant/Mobile Homes/R-3/Florence County

East: Vacant/Mobile Homes/R-3/Florence County

4. Transportation Access and Circulation:

Present access to the property is by way of Hazel Lane.

5. Traffic Review:

The rezoning of this property will not have an effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

The subject property is located in a suburban Development area according to the Comprehensive Plan Land Use Map. While the applicant has requested to rezone to RU-1, this request does comply with Comprehensive Plan.

7. Chapter 30-Zoning Ordinance:

The intent of the RU-1, Rural Community District: The intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

**STAFF RECOMMENDATION:**

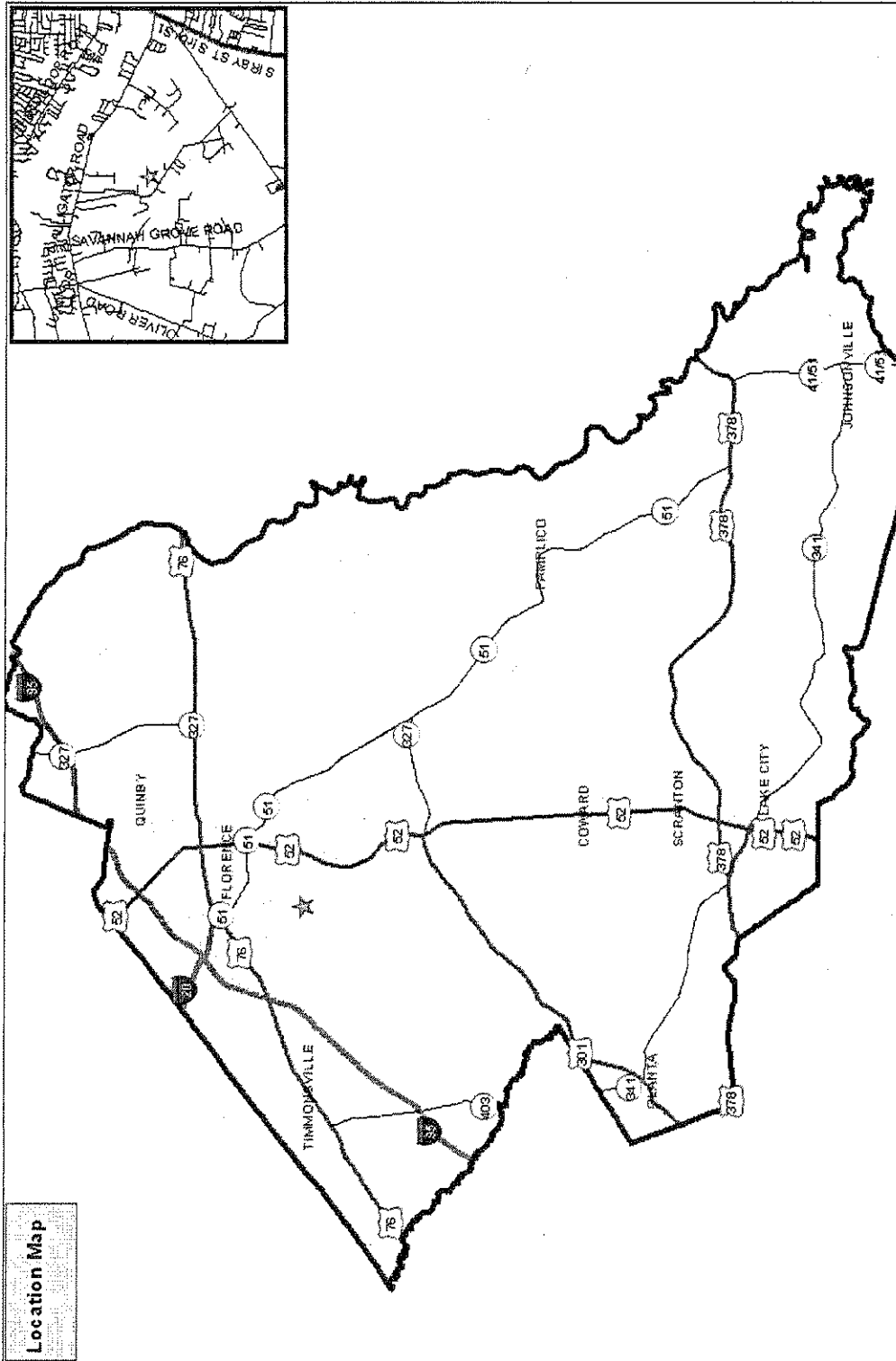
Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, APRIL 23, 2013:**

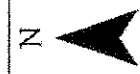
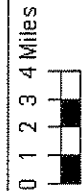
The seven Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission members present approved the zoning amendment request to Florence County Council base on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

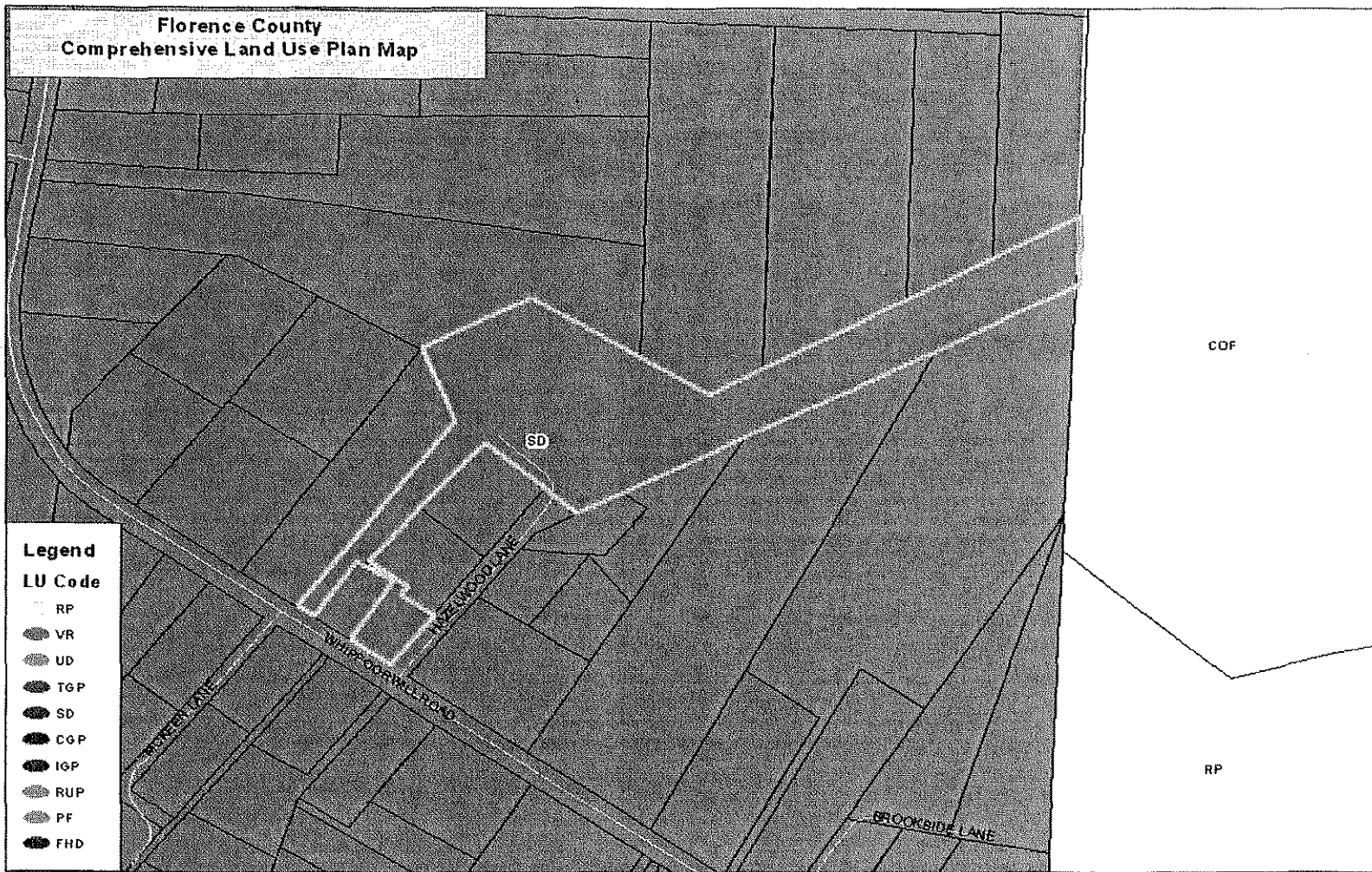


Location Map



Map Prepared by: RWE  
 Copyright 2010: Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 04/05/2013

COUNTY COUNCIL DISTRICT(S): 5  
 PC#2013-04



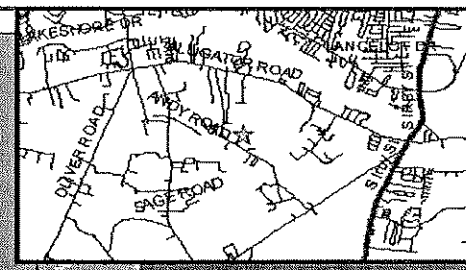
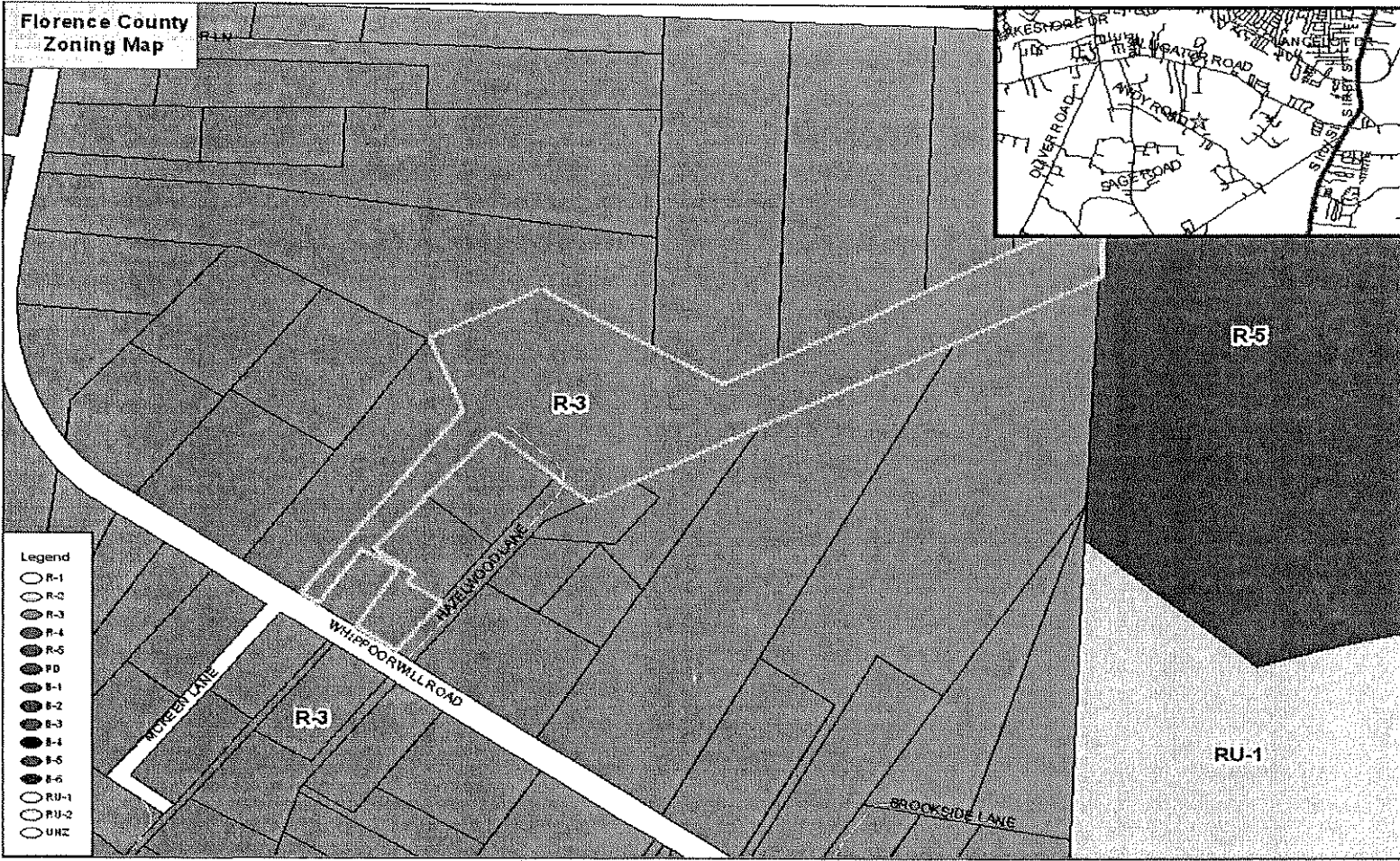
0 170 340 680 Feet

Map Prepared by: RWE  
 Copyright 2010: Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 04/05/2013

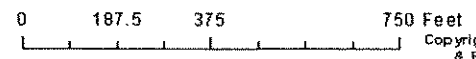


**COUNTY COUNCIL DISTRICT(S): 5  
 PC#2013-04**

**Florence County  
Zoning Map**



- Legend**
- R-1
  - R-2
  - R-3
  - R-4
  - R-5
  - PD
  - I-1
  - I-2
  - I-3
  - I-4
  - I-5
  - I-6
  - RU-1
  - RU-2
  - UNZ



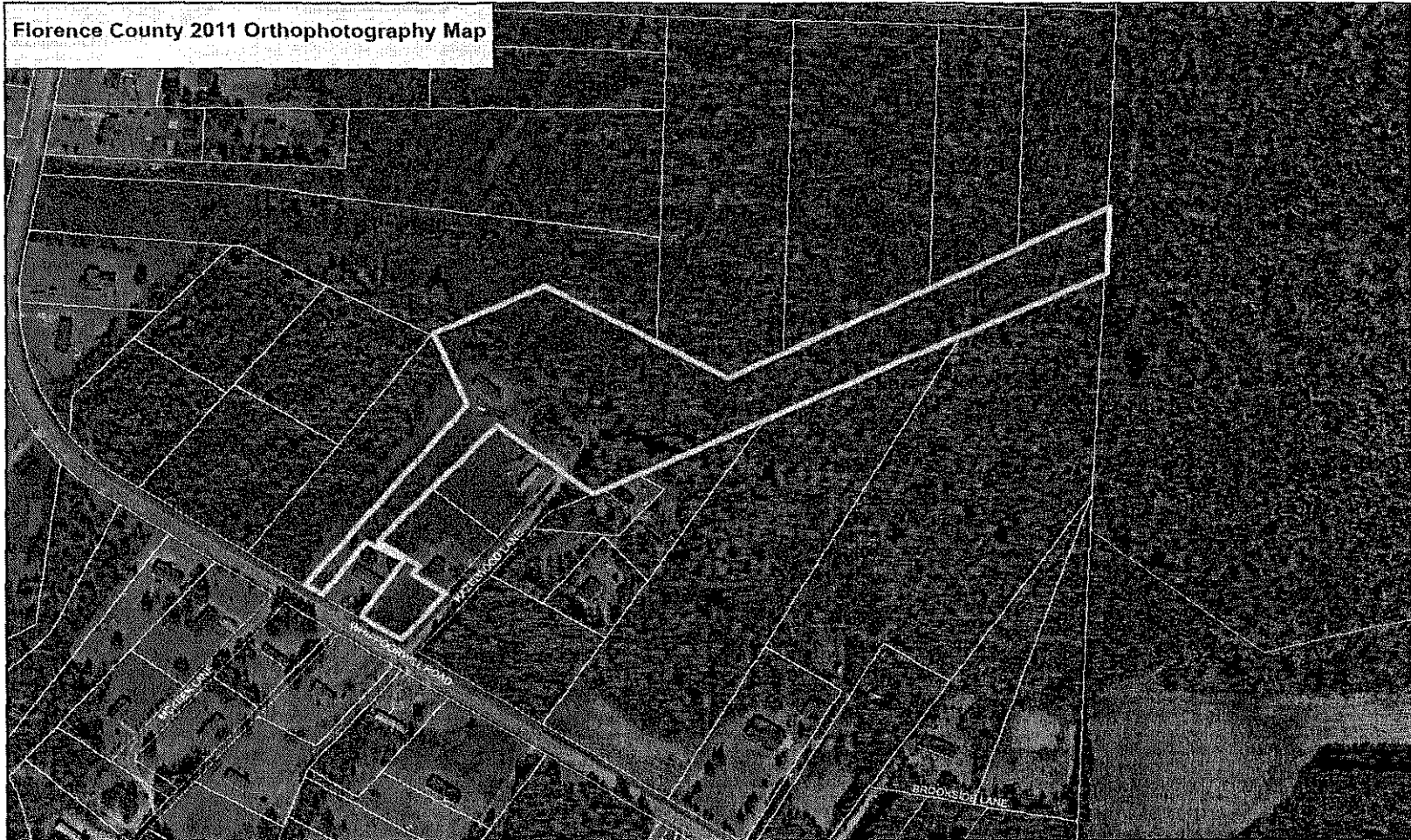
Map Prepared by: RWE  
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 & Building Inspection's Department  
 Geographic Information Systems  
 04/05/2013



**COUNTY COUNCIL DISTRICT(S): 5**  
**PC#2013-04**



Florence County 2011 Orthophotography Map



0 150 300 Feet  
[Scale bar]

Map Prepared by: RWE  
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Geographic Information Systems  
04/05/2013



COUNTY COUNCIL DISTRICT(S): 5  
PC#2013-04

## **FLORENCE COUNTY COUNCIL MEETING**

Thursday, May 16, 2013

**AGENDA ITEM:** Ordinance No. 33-2012/13  
Introduction

**DEPARTMENT:** Florence County Planning & Building Department

### **ISSUE UNDER CONSIDERATION:**

[An Ordinance To Amend The Florence County Code, Chapter 7 - Building Regulations, Article II - Standards For Construction, Installations And Maintenance, Division 1 - Generally, Sec. 7-11 - International Building Code; And Other Matters Related Thereto.]  
(Planning Commission approved 6-0: All Council Districts)

### **POINTS TO CONSIDER:**

1. The State of South Carolina adopted, by reference and amendment, the latest editions of the codes nationally recognized for regulation of construction.
2. The Florence County Code must comply with the SC Code of Laws.

### **OPTIONS:**

1. *(Recommended)* Approve as Presented.
2. Provide an Alternate Directive.

### **ATTACHMENTS:**

1. Ordinance No. 33-2012/13 Existing w/Markup
2. Ordinance No. 33-2012/13 New Proposed
3. Staff report for PC#2013-03



Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that this
Planning Commission Public Hearing	: April 23, 2013	Ordinance was advertised for
Planning Commission Action	: April 23, 2013 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: May 16, 2013	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 33-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Amend The Florence County Code, Chapter 7 - Building Regulations, Article II - Standards For Construction, Installations And Maintenance, Division 1 - Generally, Sec. 7-11 - International Building Code; And Other Matters Related Thereto.]**

#### WHEREAS:

1. The State of South Carolina adopted, by reference and amendment, the latest editions of the codes nationally recognized for regulation of construction; and
2. The Florence County Code must comply with the SC Code of Laws.

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

1. The Florence County Code, Chapter 7 - Building Regulations, Article II - Standards For Construction, Installations And Maintenance, Division 1 - Generally, Sec. 7-11 - International Building Code is hereby amended to read as follows:

#### **Sec. 7-11. - International Building Code adopted Administration.**

Chapter I - Administration of the 2006 International Building Code is hereby adopted for the enforcement of the standards as set forth herein Administration of the International Building Code® and the National Electrical Code® shall be as set forth in the following referenced standards:

The 2012 International Building Code®, Chapter 1, Scope and Administration

The 2012 International Residential Code®, Chapter 1, Scope and Administration

The 2012 International Plumbing Code®, Chapter 1, Scope and Administration

The 2012 International Mechanical Code®, Chapter 1, Scope and Administration

The 2012 International Fuel Gas Code®, Chapter 1, Scope and Administration

The 2012 International Fire Code®, Chapter 1, Scope and Administration

The 2012 International Energy Conservation Code®, Chapter 1, Scope and Administration

The 2011 National Electric Code®, Article 90, Introduction

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

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

DRAFT

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that this
Planning Commission Public Hearing	: April 23, 2013	Ordinance was advertised for
Planning Commission Action	: April 23, 2013 [Approved: 6-0]	Public Hearing on _____
First Reading/Introduction	: May 16, 2013	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 33-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Amend The Florence County Code, Chapter 7 - Building Regulations, Article II - Standards For Construction, Installations And Maintenance, Division 1 - Generally, Sec. 7-11 - International Building Code; And Other Matters Related Thereto.]**

#### WHEREAS:

1. The State of South Carolina adopted, by reference and amendment, the latest editions of the codes nationally recognized for regulation of construction; and
2. The Florence County Code must comply with the SC Code of Laws.

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

1. The Florence County Code, Chapter 7 - Building Regulations, Article II - Standards For Construction, Installations And Maintenance, Division 1 - Generally, Sec. 7-11 - International Building Code is hereby amended to read as follows:

##### **Sec. 7-11. - Building Code Administration.**

Administration of the International Building Code® and the National Electrical Code® shall be as set forth in the following referenced standards:

The 2012 International Building Code®, Chapter 1, Scope and Administration

The 2012 International Residential Code®, Chapter 1, Scope and Administration

The 2012 International Plumbing Code®, Chapter 1, Scope and Administration

The 2012 International Mechanical Code®, Chapter 1, Scope and Administration

The 2012 International Fuel Gas Code®, Chapter 1, Scope and Administration

The 2012 International Fire Code®, Chapter 1, Scope and Administration

The 2012 International Energy Conservation Code®, Chapter 1, Scope and Administration

The 2011 National Electric Code®, Article 90, Introduction

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

ATTEST:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

SIGNED:

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, April 23, 2013  
PC#2013-03**

**SUBJECT:** Request for text amendment to the Florence County Code, Chapter 7 - Building Regulations, Article II. - Standards for Construction, Installations and Maintenance, Division 1. - Generally, Sec. 7-11. - International Building Code.

**APPLICANT:** Florence County Planning & Building Department

**STAFF ANALYSIS:**

Periodically, the State of South Carolina adopts, by reference and amendment, the latest editions of the following nationally recognized codes, and the standards referenced in those codes, for regulation of construction within this State: International Building Code®, International Residential Code®, International Plumbing Code®, International Mechanical Code®, International Fuel Gas Code®, International Fire Code®, International Energy Conservation Code®, and the National Electric Code®. The International Codes are promulgated, published, or made available by the International Code Council, Inc. and the National Electrical Code® is published by the National Fire Protection Association. These codes are referenced in the South Carolina Code of Laws, Title 6, Chapter 9, Section 6-9-50.

The South Carolina Code of Laws directs that all municipalities and counties in this State shall enforce the latest editions of the Building, Residential, Plumbing, Mechanical, Fuel Gas, Fire, Energy Conservation, and Electric codes relating to the construction, livability, sanitation, erection, energy efficiency, installation of equipment, alteration, repair, occupancy, classification, or removal of structures located within their jurisdictions and promulgate regulations to implement their enforcement. The municipality or county shall enforce only the national building and safety codes provided in the South Carolina Code of Laws.

The State of South Carolina, consistent with the aforementioned requirements, adopted the 2012 edition of the International Building Code® and the 2011 edition of the National Electrical Code® in August 2012 with an effective date of July 2013.

Compliance with the SC Code of Laws requires The Florence County Code, Chapter 7 - Building Regulations, Article II - Standards for Construction, Installations and Maintenance, Division 1 - Generally, Sec. 7-11 - International Building Code adopted be amended to read as follows:

**Sec. 7-11. - ~~International Building Code adopted~~ Administration.**

Chapter I - Administration of the 2006 International Building Code is hereby adopted for the enforcement of the standards as set forth herein Administration of the International Building Code® and the National Electrical Code® shall be as set forth in the following referenced standards:

The 2012 International Building Code®, Chapter 1, Scope and Administration

The 2012 International Residential Code®, Chapter 1, Scope and Administration

The 2012 International Plumbing Code®, Chapter 1, Scope and Administration

The 2012 International Mechanical Code®, Chapter 1, Scope and Administration

The 2012 International Fuel Gas Code®, Chapter 1, Scope and Administration

The 2012 International Fire Code®, Chapter 1, Scope and Administration

The 2012 International Energy Conservation Code®, Chapter 1, Scope and Administration

The 2011 National Electric Code®, Article 90, Introduction

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MARCH 26, 2013:**

The March 26, 2013 meeting of the Planning Commission was cancelled due to the lack of a quorum. There were only five members present. The item will be rescheduled to appear on the agenda for the Planning Commission meeting to be held April 23, 2013.

**STAFF RECOMENDATION:**

Staff recommends approval by Florence County Planning Commission of the amendment request as presented.

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, APRIL 23, 2013:**

The six Planning Commission members present approved the text amendment request unanimously.

**FLORENCE COUNTY COUNCIL:**

This item is tentatively scheduled to appear for introduction on the agenda on Thursday, May 16, 2013 @ 9:00 a.m. in room 803 of the City-County Complex, 180 North Irby St., Florence.

## FLORENCE COUNTY COUNCIL MEETING

Thursday, May 16, 2013

**AGENDA ITEM:** Ordinance No. 34-2012/13  
Introduction

**DEPARTMENT:** Planning and Building Department



**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management; And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

**POINTS TO CONSIDER:**

1. Chapter 9.5 – Drainage and Stormwater Management Ordinance was adopted August 16, 2007.
2. The Planning Commission and Engineering Division staff developed the proposed amendment to bring the Ordinance into compliance with the recently updated National Pollutant Discharge Elimination System (NPDES) general permit.
3. The proposed Ordinance removes irrelevant information as it applies to Drainage and Stormwater Management and reduces the current format from 77 pages to 60 pages.
4. The regulatory requirements of Chapter 9.5 – Drainage and Stormwater Management has been moved into a proposed working document called The Florence County Stormwater Design Manual.
5. The proposed Florence County Stormwater Design Manual is scheduled to appear for Public hearing before the Florence County Planning Commission May 28, 2013.
6. The six Planning Commission members present at the April 23, 2013 meeting voted unanimously to adopt a resolution recommending that County Council amend the Drainage and Stormwater Management Ordinance.
7. Florence County Planning Commission recommends approval of the request to Florence Council in order to keep County Ordinances current and accurate.

**OPTIONS:**

1. *(Recommended)* Approve as Presented.
2. Provide an Alternate Directive.

**ATTACHMENTS:**

Ordinance No. 34-2012/13 New Proposed

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that this
Planning Commission Public Hearing	: April 23, 2013	Ordinance was advertised for
Planning Commission Action	: April 23, 2013 [Approved: 6-0]	Public Hearing on _____
First Reading/Introduction	: May 16, 2013	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 34-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management; And Other Matters Related Thereto.]**

#### **WHEREAS:**

1. Chapter 9.5 - Drainage and Stormwater Management was adopted into the Florence County Code of Ordinances on August 16, 2007; and
2. The South Carolina Department of Health and Environmental Control (SCDHEC) issued an update to the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Activities on October 15, 2012; and
3. The Florence County Code of Ordinances must be maintained as compliant with the current NPDES permit.

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

1. The Florence County Code, Chapter 9.5, Drainage and Stormwater Management, is hereby amended to read as follows:

#### **Chapter 9.5 - STORMWATER MANAGEMENT AND SEDIMENTATION CONTROL**

#### **ARTICLE I. – GENERALLY**

#### **DIVISION 1. - GENERAL**

#### **Sec. 9.5-1. - Purpose, authority and jurisdiction.**

- (a) Purpose. In order to protect the general health, safety and welfare of the people of the County, to enhance the water quality of the County and to protect the natural assets and resources of the County for posterity, this Stormwater Management and Sediment control article is enacted to protect the lands and waters from the effects of excessive soil erosion and sedimentation, to prevent siltation of streams and lakes, to prevent clogging of draining channels, to prevent excessive flood damage and to prevent damage to the property of adjacent landowners.

- (b) Permit Compliance. It is further the purpose of this article to comply with the



federal and corresponding state Stormwater discharge regulations (40 CFR 122.26 and SC Regulation 61-9.122.26) developed pursuant to the Clean Water Act (CWA) and to grant the County the authority to take any action required by it to obtain and comply with its National Pollutant Discharge Elimination System (NPDES) permit for Stormwater discharges. Among other things, these regulations require the County to establish legal authority which authorizes or enables the county at a minimum to attempt to:

- (1) Control the contribution of Pollutants to the county's Small Municipal Separate Storm Sewer System (SMS4) and receiving waters by Stormwater discharges associated with residential, commercial, industrial and related facilities activity and the quality of Stormwater discharged from sites of residential, commercial, industrial and related facility activity; and
  - (2) Prohibit illicit discharges to the SMS4 and receiving waters; and
  - (3) Control the discharge to the SMS4 and receiving waters of spills, dumping, or disposal of materials other than Stormwater; and
  - (4) Control, through intergovernmental agreements, contribution of Pollutants from one municipal Stormwater system to another; and
  - (5) Require compliance with conditions in ordinances, permits, contracts or orders; and
  - (6) Carry out all inspection, surveillance and monitoring procedures necessary to determine compliance and noncompliance with permit conditions including the prohibition on illicit discharges to the SMS4 and receiving waters.
- (c) Minimum Requirements. The application of this article and the provisions expressed herein shall be the minimum Stormwater Management requirements and shall not be deemed a limitation or repeal of any other powers granted by statute. In addition, if site characteristics indicate that complying with these minimum requirements will not provide adequate designs or protection for local property or residents, it is the owner and operator's responsibility to exceed management practices control techniques and system, design and engineering methods and such other programs and controls as are required by the County's NPDES Permit as defined below.
- (d) Construction. This article is to be construed to further its purpose of controlling and reducing Pollutant discharges to the SMS4 and to the waters of the State and to meet the County's obligations under its NPDES permit issued by the South Carolina Department of Health and Environmental Control (DHEC) as required by 33 USC 1342 and 40 CFR 122.26 (the "NPDES Permit").
- (e) Authority. This article is adopted pursuant to the authority conferred upon the

County by the South Carolina Constitution, the South Carolina General Assembly and in compliance with the requirements imposed upon the County by the NPDES Permit issued in accordance with the Federal Clean Water Act, the South Carolina Pollution Control Act and regulations promulgated thereunder.

- (f) Jurisdiction. The provisions of this article shall apply to all lands within the jurisdiction of the County, including incorporated areas of the County where the municipality has entered into an intergovernmental agreement with the County to perform Stormwater Management services on behalf of the municipality.
- (g) Relationship with other laws, regulations and ordinances. Whenever the provisions of this article impose more restrictive standards than are required in or under any other law, regulation or ordinance, the requirements contained in this article shall prevail. Whenever the provisions of any other law, regulation or ordinance require more restrictive standards than are required in this article, the requirements of such law, regulation or ordinance shall prevail. Approvals of Stormwater Management and Sediment Control Plans which were obtained by the County Engineering Division prior to September 18, 2007 shall remain in effect for the original term of the approval.
- (h) Amendments. This article may be amended in the same manner as prescribed by law for its original adoption.
- (i) Notification forms. The Florence County Engineering Department, shall attempt to provide proper notification of the requirements of this article to those persons desiring to conduct a Land Disturbing Activity and shall provide the necessary forms required for application for securing approval of the Stormwater Management and Sediment Control Plan as defined below. A copy of this article shall be made available upon reasonable request.

Sec. 9.5-2. to 9.5-15 Reserved

## **DIVISION 2. - DEFINITIONS**

### **Sec. 9.5-16. - Definitions.**

**Administrator:** means the Administrator of the Environmental Protection Agency or any employee of the Agency to whom the Administrator may, by order, delegate the authority to carry out his functions under Section 307(a) of the CWA, or any person who shall, by operation of law, be authorized to carry out such functions.

**Adverse impact:** significant negative impact to land, water and associated resources resulting from a land disturbing activity. The negative impact includes increased risk of flooding; degradation of water quality; increased sedimentation; reduced groundwater recharge; negative

impacts on aquatic organisms; negative impacts on wildlife and other resources; and threatened public health.

**Aesthetic water use:** water use for ornamental or decorative purposes such as fountains, reflecting pools, and waterfalls.

**Allowable Discharges:** means Stormwater and non-Stormwater discharges allowed to discharge to WoS as authorized by the Construction General Permit. See Sections 1.3.1.A and 1.3.1.B of the CGP.

**Alternative General Permit:** means Stormwater and non-Stormwater discharges allowed to discharge to WoS as authorized by an alternative general permit. See Sections 1.3.1.A and 1.3.1.B of the CGP.

**Antidegradation Policy:** means the water quality standards regulation that requires States and Tribes to establish a three-tiered antidegradation program:

- (1) Tier 1 maintains and protects existing uses and water quality conditions necessary to support such uses. An existing use can be established by demonstrating that fishing, swimming, or other uses have actually occurred since November 28, 1975, or that the water quality is suitable to allow such uses to occur. Where an existing use is established, it must be protected even if it is not listed in the water quality standards as a designated use. Tier 1 requirements are applicable to all surface waters.
- (2) Tier 2 maintains and protects "high quality" water bodies where existing conditions are better than necessary to support CWA § 101(a)(2) "fishable/swimmable" uses. Water quality can be lowered in such waters. However, State and Tribal Tier 2 programs identify procedures that must be followed and questions that must be answered before a reduction in water quality can be allowed. In no case may water quality be lowered to a level which would interfere with existing or designated uses.
- (3) Tier 3 maintains and protects water quality in outstanding national resource waters (ONRWs). Except for certain temporary changes, water quality cannot be lowered in such waters. ONRWs generally include the highest quality waters of the United States. However, the ONRW classification also offers special protection for waters of exceptional ecological significance, i.e., those which are important, unique, or sensitive ecologically. Decisions regarding which water bodies qualify to be ONRWs are made by States and authorized Indian Tribes.

**Applicant:** means a person, firm, or governmental agency applying to the Division for a State or NPDES permit to obtain approval or a permit for a land disturbing activity.

**Application:** means the application form entitled Notice of Intent (NOI) or other specific uniform NPDES application form created or adopted by the County, including subsequent

additions, revisions, or modifications.

**Approved:** accepted by the Division director or the staff reviewer as meeting an applicable specification stated or cited in this regulation, or as suitable for the proposed use.

**As-built plans:** set of engineering or site drawings that delineate the specific permitted Stormwater management facility as actually constructed

**Bank:** (e.g., stream bank or river bank) - the rising ground bordering the channel of a water of the U.S.

**Berm:** means a mound of soil, either natural or man-made, intended to buffer land uses or limited access.

**Best Management Practices (BMPs):** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to Surface Waters of the State. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMPs) must be designed, installed, and maintained during land disturbing activities.

**Best Management Practices (BMP) Handbook:** is a tool designed by the Department (SCDHEC) to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect Waters of the State. It also aids in the development other reports, plans, or specifications required by water quality regulations.

**Borrow and Fill Areas:** are areas where erodible material (typically soil) is dug for use as fill and the areas where the fill is used, either onsite or off-site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, borrow and fill areas are considered construction activity for the purpose of the Construction General Permit.

**Buffer Zone:** an area, strip, or plot of dense undisturbed perennial native vegetation, either original or reestablished, surrounding streams and rivers, ponds and lakes, wetlands, seeps, or other surface waters within which construction activities are restricted, and which are established for the primary purpose of protecting water quality and maintaining a healthy aquatic ecosystem in the receiving surface waters.

**Building:** any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind. The term "building" shall be construed as if followed by the words "or parts thereof."

**CFR:** means the Code of Federal Regulations, as amended.

**Clean Water Act (CWA):** means the Clean Water Act or the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq.

**Clearing:** means the removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction and/or non-construction activities. (For instance, clearing forested land in order to convert forestland to pasture for wildlife management purposes would be considered clearing in anticipation of non-construction activities.) In reference to the Construction General Permit, clearing does not refer to the removal of vegetation and disturbance of soil along existing or new roadways, highways, dams, power lines for sight distance, other maintenance and/or safety concerns, and cold milling of roadway pavement surfaces.

**Combined sewer:** a sewer receiving both surface runoff and sewage.

**Commencement of Construction Activities:** means the initial disturbance of soils (or breaking ground) associated with clearing, grading, or excavating activities or other construction-related activities (e.g., installation of perimeter controls, stockpiling of fill material, etc).

**Commercial Development:** any intended use of a building, structure or property for any retail trade, service, professional, office, amusement, entertainment, multi-family developments or similar purpose as defined by the county zoning ordinance or county code of laws and as specifically permitted within any business or commercial district under the zoning ordinance.

**Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP):** as used in the Construction General Permit means the Stormwater Pollution Prevention Plan (SWPPP) prepared according to requirements outlined in Section 3 of the Construction General Permit. The comprehensive SWPPP must be submitted with the Notice of Intent (NOI) and must include the Engineering Report (project design calculations). This document must be submitted and approved by the Florence County Engineering Division prior to obtaining coverage under the Construction General Permit.

**Construction Activities:** means earth-disturbing activities, such as the clearing, grading, and excavation of land.

**Construction General Permit (CGP) or General Permit:** means an NPDES permit issued under 40 CFR section 122.28 authorizing a category of discharges or activities under the PCA and CWA within a geographical area.

**Construction Site:** means the land or water area where any construction "facility or activity" is physically located or conducted and where Stormwater controls will be installed and maintained. The construction site also includes adjacent land used in connection with the facility or activity and support activities, which may be located at a different part of the property where the primary construction activity will take place, or on a different piece of

property altogether. The construction site is often a smaller subset of the lot or parcel within which the project is taking place.

**Construction Waste:** means discarded material (such as packaging materials, scrap construction materials, masonry products, timber, steel, pipe, and electrical cuttings, plastics, and styrofoam) and contaminated soil generated by construction activities.

**Contaminant:** a substance that will impair the quality of the water to a degree that it creates a serious health hazard to the public leading to poisoning or the spread of disease.

**Contractor:** means a person, group, company, etc. hired by the Developer to commence and complete construction activities covered by these regulations. See Section 2.2.3 of the Construction General Permit for additional information.

**Control Measure:** refers to any Stormwater control, Best Management Practice (BMP), or other method used to prevent or reduce the discharge of pollutants to "Waters of the United States."

**Conveyance Channel:** means a temporary or permanent feature designed for the movement of Stormwater through the drainage system, such as concrete pipes, ditches, depressions, swales, channels etc.

**Corrective Action:** for the purposes of the Construction General Permit, means any action taken to (1) repair, modify, or replace any Stormwater control used at the site; (2) clean up and dispose of spills, releases, or other deposits found on the site; and (3) remedy a permit violation.

**County:** Florence County or any duly authorized official acting on its behalf.

**Culvert:** shall mean a structure designed to convey a watercourse under a roadway, railway, pedestrian walk, or through an embankment.

**Curve Number (CN):** means the runoff curve number. The curve number is an empirical parameter used in hydrology for predicting direct runoff or infiltration from rainfall excess. The curve number method was developed by the USDA Natural Resources Conservation Service, which was formerly called the *Soil Conservation Service* or *SCS*. The number is still popularly known as a "SCS runoff curve number". The runoff curve number was developed from an empirical analysis of runoff from small catchments and hill slope plots monitored by the USDA. It is widely used and is an efficient method for determining the approximate amount of direct runoff from a rainfall event in a particular area.

The runoff curve number is based on the area's hydrologic soil group, land use, treatment and hydrologic condition. References, such as from USDA indicate the runoff curve numbers for characteristic land cover descriptions and a hydrologic soil group. *CN* has a range from 30 to 100; lower numbers indicate low runoff potential while larger numbers are for increasing

runoff potential.

**Delegated Entity:** means a local government (or other governmental entity such as a tribal government or Conservation District) that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart.

**Delegation:** means the acceptance of responsibility by a Local Government or Conservation District for the implementation of one or more elements of the statewide Stormwater management and sediment control program.

**Department** means the South Carolina Department of Health and Environmental Control (SCDHEC or DHEC). This includes staff from the Bureau of Water, Office of Ocean and Coastal Resource Management (OCRM), and Regional Offices.

**Design storm events:** shall mean the frequency storm used for the design of Stormwater management facilities (two-year, ten-year, twenty five-year and one hundred-year frequency storms). See Storm Events.

**Detention Structure:** means a permanent Stormwater management structure whose primary purpose is to temporarily store Stormwater runoff and release the stored runoff at controlled rates.

**Developed land use conditions:** shall mean the land use conditions according to the current county land use map or proposed site plan. Also the conditions which exist following the completion of the land disturbing activity in terms of topography, vegetation, land use and rate, quality, volume or direction of Stormwater runoff.

**Developer:** means a person undertaking, or for whose benefit, activities covered by these regulations are commenced and/or carried out.

**Development activity:** should generally mean any of the following actions undertaken by a public or private individual or entity:

- (1) The division of a lot, tract or parcel of land into two (2) or more lots, plots, sites, tracts, parcels or other divisions by plat or deed;
- (2) The construction, installation or alteration of a structure, impervious surface, or drainage facility;
- (3) Any land change, including, without limitation, clearing, tree removal, grubbing, stripping, dredging, grading, excavating, transporting and filling of land; and,
- (4) Adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, or otherwise disturbing the soil, vegetation, and mud, sand or rock of a site.

**Dewatering:** means the act of draining rainwater and/or groundwater from building foundations, vaults, and trenches.

**Discharge:** means any discharge or discharge of any sewage, industrial wastes or other wastes into any of the waters of the State, whether treated or not. When used without qualification, means the "discharge of a pollutant."

**Discharge of a Pollutant:** means any addition of any pollutant or combination of pollutants to waters of the State from any point source or any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation. This term includes additions of pollutants into waters of the State from: surface runoff which is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a State, municipality, or other person which do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of pollutants by any indirect discharger.

**Discharge of Stormwater Associated with Construction Activity:** as used in the Construction General Permit, refers to a discharge of pollutants in Stormwater from areas where land disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), or other industrial Stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

**Discharge Point:** for the purposes of the Construction General Permit, means the location where collected and concentrated Stormwater flows are discharged from the construction site.

**District:** means any soil and water conservation district created pursuant to Chapter 9, Title 48, S.C. Code of Laws

**Division:** means the Florence County Engineering Division.

**Drainage:** surface water runoff; the removal of surface water or groundwater from lands by drains, grading, or other means which include runoff controls to minimize erosion and sedimentation during and after construction or development, the means for preserving water supply and the prevention or alleviation of flooding.

**Drainage Area:** means that area contributing runoff to a single point.

**Drainage system:** any previously existing or newly constructed drainage facility that conveys Stormwater or surface runoff such as drainage ways, watercourses, storm drainage pipe, culverts, catch basins, sewers, specifically designed for Stormwater, open ditches, swales with or without inverts, and all appurtenances thereto.



**Drainage Area Map:** means a map showing areas of a construction site contributing runoff to a single point.

**Easement:** means a grant or reservation by the owner of land for the use of such land by others for a specific purpose or purposes, and which must be included in the conveyance of land affected by such easement.

**Effluent Limitation:** means any restriction imposed by the Department on quantities, discharge rates, and concentrations of pollutants which are discharged from point sources into waters of the State, the waters of the contiguous zone, or the ocean.

**Effluent Limitations Guidelines:** means a regulation published by the Administrator under section 304(b) of CWA to adopt or revise effluent limitations.

**Effluent Standards and Limitations:** means restrictions or prohibitions of chemical, physical, biological, and other constituents which are discharged from point sources into State waters, including but not limited to, effluent limitations, standards of performance, toxic effluent standards and prohibitions, pretreatment standards and schedules of compliance. Limits are based on applicable technology-based and water quality-based standards.

**Eligible:** means qualified for authorization to discharge Stormwater and allowable non-Stormwater discharges under the Construction General Permit.

**Endangered Species:** is defined in the Endangered Species Act at 16 U.S.C. 1531 as any species which is in danger of extinction throughout all or a significant portion of its range other than a species of the Class Insects determined by the Secretary to constitute a pest whose protection under the provisions of this Act would present an overwhelming and overriding risk to man.

**Engineering Report:** as applied to the Construction General Permit refers to the report or document submitted to the Department containing the specific Project or Site design calculations and supporting documents. This report includes as a minimum, calculation of parameters and design criteria specified in SC Regulation 72-300 and identified in Section 3.2.8 of the Construction General Permit. The Engineering Report must be included in the Comprehensive SWPPP.

**Environmental Protection Agency (EPA):** means the United States Environmental Protection Agency.

**Ephemeral Streams:** mean streams that generally have defined natural watercourses that flow only in direct response to precipitation (rainfall or snowmelt) in which discrete periods of flow persist no more than 29 consecutive days per event and whose channel is at all times above the water table.

**Erosion:** means the wearing away of land surface by the action of wind, water, gravity, ice, or any combination of those forces.

**Erosion and Sediment Control:** means the control of solid material, both mineral and organic, during a land disturbing activity to prevent its transport out of the disturbed area by means of air, water, gravity, or ice.

**Exemption:** means those land-disturbing activities that are not subject to the sediment and Stormwater requirements contained in these regulations. See Appendix D of the Construction General Permit for additional information.

**Extended Natural Buffer:** in reference to the Construction General Permit, means an area, strip, or plot of undisturbed, natural cover adjacent to surface waters, classified as Sensitive Waters, that may be utilized to provide water quality control of Stormwater discharges from adjacent land-disturbing activities. Natural cover includes the vegetation, exposed rock, or barren ground that existed prior to commencement of land-disturbing activities. The minimum width of an Extended Natural Buffer is typically greater than the width required for Natural Buffers.

**Facility or Activity:** means any “point source” or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the NPDES program.

**Farm:** a tract of land cultivated for the purpose of agricultural production.

**Filter strips:** shall mean vegetated sections of land designated to accept runoff as overland sheet flow from upstream developments.

**Final Stabilization:** means that all land-disturbing activities at the construction site have been completed and that on all areas not covered by permanent structures, either (1) a uniform (e.g., evenly distributed, without large bare areas) vegetative cover with a density of 70 percent of the natural background vegetative cover has been established excluding areas where no natural background vegetative cover is possible (e.g., on a beach), or (2) equivalent permanent stabilization measures (such as the use of landscaping mulch, riprap, pavement, and gravel) have been implemented to provide effective cover for exposed portions of the construction site not stabilized with vegetation.

**Flood:** shall mean a general and temporary condition of partial or complete inundation of land areas from the overflow of inland waters, tidal conditions, or the unusual and rapid accumulation of runoff of surface waters from any source.

**General Permit or Construction General Permit (CGP):** means an NPDES permit issued under section 40 CFR 122.28 authorizing a category of discharges or activities under the PCA and CWA within a geographical area.

**Good Engineering Practice (GEP):** is a term applied to engineering and technical activities to ensure that a company manufactures products of the required quality as expected by the relevant regulatory authorities. Good engineering practices are to ensure that the engineering development methodology generates deliverables that support the requirements for qualification or validation.

**Grading:** means excavating, filling (including hydraulic fill) or stockpiling of earth material, or any combination thereof, including the land in its excavated or filled condition.

**Groundwater:** means water below the land surface in a zone of saturation.

**Hazardous materials:** any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**Hydrologic response:** the hydrologic response of a property is the manner and means whereby Stormwater collects, remains, infiltrates, and is conveyed from a property. It is dependent on several factors including, but not limited to, the presence of impervious area, the size, shape, topographic, vegetative, and geologic conditions of a property, antecedent moisture conditions, and groundwater conditions on a property.

**Illegal or illicit discharge:** an illicit discharge is defined as any discharge to a municipal/public separate storm sewer system (Stormwater drainage system) that is not composed entirely of Stormwater runoff (except for non-polluting discharges that may be allowed under a permit or by exemption).

**Illicit connections:** An illicit connection is defined as either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system, including but not limited to, any conveyances which allow any non-Stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system. This also includes any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

**Impaired Waters:** means waters identified by a State, Tribe, or EPA pursuant to Section 303(d) of the Clean Water Act as not meeting applicable State water quality standards to support classified uses as promulgated in S.C. Regulation 61-68, Water Classifications and

Standards and S.C. Regulation 61-69, Classified Waters. Impaired waters include both waters with approved or established TMDLs, and those for which a TMDL has not yet been approved or established. A list of the streams and lakes not meeting water quality standards can be found at <http://www.scdhec.gov/environment/water/tmdl> under 303(d) & TMDLs.

**Impervious Surface:** for the purpose of the Construction General Permit, means any land surface with a low or no capacity for soil infiltration including, but not limited to, pavement, sidewalks, parking areas and driveways, packed gravel or soil, or rooftops.

**Inactive Sites:** means sites or projects in which construction activities have been abandoned or ceased for long periods of time.

**Indirect Discharge:** means the “discharge of a pollutant” from a source indirectly into a receiving water body (i.e., an indirect source may discharge to a POTW, which in turn discharges into the receiving water body).

**Individual Permit:** is a permit specifically tailored to an individual facility.

**Industrial Development:** organized activity concerned with the manufacturing, extracting and processing of raw materials.

**Infiltration:** means the passage or movement of water through the soil profile.

**Inspector:** for the purposes of the Construction General Permit, means a person certified by the State or Department through a Construction Site Inspector Certification Course approved by DHEC. An inspector performs and documents required inspections of Stormwater construction activities, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector typically has the following responsibilities:

- (1) Oversee the requirements of other construction-related permits, such as Aquatic Resources Alteration Permit or Corps of Engineers permit for construction activities in or around Waters of the State;
- (2) Update the records, logs, and inspection reports within the OS-SWPPP as necessary due to an on- site inspection;
- (3) Conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
- (4) Inform the permit holder of activities that may be necessary to gain or remain in compliance with the CGP and other environmental permits.

**Intermittent or Seasonal Streams:** means streams that generally have defined natural watercourse which do not flow year round, but flow at certain times of the year when

groundwater provides water for stream flow, as well as during and immediately after some precipitation events or snowmelt.

**Jurisdictional Waters of the State:** is defined as water bodies, including wetlands, over which a state may exercise jurisdiction or control. Jurisdiction may overlap and be concurrent with the federal government, or it may be reposed only to the state.

**Jurisdictional Waters of the United States or Waters of the U.S.:** are defined as water bodies, including wetlands, under the jurisdiction or control of the United States federal government. Federal jurisdiction may overlap and be concurrent with a state. Section 404 of the Clean Water Act regulates the placement of dredged or fill material into waters of the United States, including wetlands. The Army Corps of Engineers (Corps) is the agency responsible for the processing and issuing of permits for proposed projects that will impact Waters of the United States, including wetlands.

**Land Disturbance or Land Disturbing Activity:** by definition means any use of the land by any person that results in a change in the natural cover or topography that may cause erosion and contribute to sediment and alter the quality and quantity of Stormwater runoff. Such activities include, but are not limited to: clearing, removal of vegetation that disturbs the soil, stripping, grading, grubbing, excavating, filling, logging and storing of materials. Clearing of areas where soils are not exposed and an adequate vegetative structure is left in place is not considered land disturbance, provided that the clearing is not in anticipation of other construction activities such as grubbing and grading.

**Land subdivision regulations:** the land subdivision regulations of the County, however adopted/enacted.

**Lot:** a piece, parcel, tract, or plot of land intended as a unit for transfer of ownership or for development, the size of which shall be regulated by the county zoning ordinance and county code of laws, as amended.

**Large Construction Activity:** is defined in section 122.26(b) of SC Regulation 61-9 and incorporated here by reference. A large construction activity includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than five acres of land or will disturb less than five acres of total land area but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than five acres. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the Site.

**Larger Common Plan for Development or Sale (LCP):** is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. [63 Federal Register No. 128, July 6, 1998, p. 36491].

A common plan for development or sale identifies a site where multiple separate and distinct construction activities (areas of disturbance) are occurring on contiguous areas. Such sites may have one operator or owner or several operators and owners. Construction activities may take place at different times on different schedules, in separate stages, and/or in separate phases, and/or in combination with other construction activities. Each Developer, Operator or Owner for each Site or Project determined to be a part of a LCP are subject to permitting requirements as defined by the CGP.

Projects and sites identified as part of a larger common plan for development or sale are linked thru permitting by the Division as part of one plan, referred to as the larger common plan. LCP projects must ensure that adequate Stormwater management facilities are designed into the Project(s) or Site(s) to control pollution and protect water quality during all stages or phases of development.

Projects or Sites added as part of a LCP may be required to expand existing or provide additional Stormwater management facilities to control pollution from land disturbance activities from other contiguous areas or proposed additional phases as required by the CGP.

LCP projects are typically identified by the documentation that identifies the scope of the project including such things as plats, blueprints, marketing plans, contracts, building permits, public notice or hearing, and zoning requests. If master calculations have been prepared and/or submitted for an entire site, then all phases and parcels at that site would be considered part of a LCP.

**Late Notifications:** means NOIs submitted after initiating clearing, grading, filling and excavation activities (including borrow pits and stockpile material storage areas), or other similar construction activities for projects or sites required to obtain authorization under the Construction General Permit are considered late.

**Level Spreader:** a temporary Stormwater control used to spread Stormwater flow uniformly over the ground surface as sheet flow to prevent concentrated, erosive flows from occurring.

**Limits of Disturbance (LOD):** means specific areas of a site or individual lot in which construction and other land disturbing activities must be contained.

**Linear Project or Linear Construction:** is a land disturbing activity that includes the construction of roads, bridges, conduits, substructures, pipelines, sewer lines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities in a long, narrow area as conducted by an underground/overhead utility or highway department, including but not limited to any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Linear project activities also include the construction of access roads, staging areas, and borrow/spoil sites associated

with the linear project. Land disturbance specific to the development of a residential and/or commercial subdivision is not considered a linear project.

**Load Allocation (LA):** means the portions of a receiving water's TMDL that is allocated to its non- point sources of pollution. See definition of TMDL.

**Local Government:** means any county, municipality, or any combination of counties or municipalities, acting through a joint program pursuant to the provisions of the Construction General Permit.

**Low Impact Development (LID):** means an approach to land development (or re-development) that works with nature to manage Stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat Stormwater as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed. Applied on a broad scale, LID can maintain or restore a watershed's hydrologic and ecological functions.

**Maintenance:** shall mean any action necessary to preserve Stormwater management facilities in proper working condition, in order to serve the intended purposes set forth in this article and to prevent structural failure of such facilities. Maintenance shall not include actions taken solely for the purpose of enhancing the aesthetics aspects associated with Stormwater management facilities and BMPs.

**Major drainage channels:** all channels which drain an accumulation of primary and/or secondary drainage channels. These channels shall be the natural drainage channels of the watershed or man-made channels draining an area of one square mile or more.

**Minimize:** means to reduce and/or eliminate to the extent achievable using Stormwater controls (including best management practices) that are technologically available and economically practicable and achievable in light of best industry practices.

**Minor drainage channels:** are convenience systems that quickly remove Stormwater runoff from areas such as streets and sidewalks for public safety purposes. The minor drainage system consists of inlets, street and roadway gutters, roadside ditches, small channels and swales, and underground pipe systems which collect Stormwater runoff and transport it to structural control facilities, pervious areas and/or the major drainage system.

**Modification:** refers to the requirements defined in Section 3.1.7 of the Construction General Permit for making and documenting major and minor revisions to an approved Stormwater Pollution Prevention Plan (SWPPP). Revisions to an approved SWPPP that



present minor changes to design, construction, operation, or maintenance, thus minor changes in potential impacts to WoS are termed “**Minor Modifications**.” Minor modifications require only on-site documentation of the modified construction activity or facility on the On-Site SWPPP. Revisions to an approved SWPPP that present major changes to design, construction, operation, or maintenance, thus major changes in potential impacts to WoS are termed “**Major Modifications**”. Major modifications must be reviewed and approved by the Division as outlined in the CGP for inclusion in the Comprehensive SWPPP previously approved by the Division.

**Modified SWPPP:** means a Stormwater pollution prevention plan submitted to the Division to incorporate revisions or modifications to the construction Project or Site in accordance with Section 3.1 of the Construction General Permit or as required to meet submission deadlines for ongoing projects as defined in Section 2.4 the Construction General Permit.

**Multi-family:** shall mean developed land whereon more than one (1) residential dwelling unit is located, and shall include, but not be limited to duplexes, triplexes, apartment houses, attached single-family homes, boarding houses, group homes, hotels and motels, retirement centers, and other structures in which more than one (1) family group commonly and normally reside or could reside.

**Municipality:** means a city, town, borough, county, parish, district, association, or other public body created by or under State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of CWA.

**Municipal Separate Storm Sewer System (MS4):** means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (1) Owned and operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, Stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to Surface Waters of the United States;
- (2) Designed or used for collecting or conveying Stormwater;
- (3) Which is not a combined sewer; and
- (4) Which is not part of a Publicly Owned Treatment Works (POTW) as defined in section 122.2 of SC Regulation 61-9.

**National Pollutant Discharge Elimination System (NPDES):** means the national program

for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of CWA. The term includes an "approved program."

**Natural Buffer:** in reference to the Construction General Permit, means an area, strip, or plot of undisturbed, natural cover adjacent to surface waters that may be utilized to provide water quality control of Stormwater discharges from adjacent land-disturbing activities. Natural cover includes the vegetation, exposed rock, or barren ground that existed prior to commencement of land-disturbing activities.

**Natural outlet:** Any outlet in a water course, pond, ditch, lake or other body of surface water or groundwater.

**Natural Waterways:** waterways that are part of the natural topography. They usually maintain a continuous or seasonal flow during the year and are characterized as being irregular in cross-section with a meandering course. Construction channels such as drainage ditches shall not be considered natural waterways.

**Navigable Waters:** as defined in 33 CFR 329, means those waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce while the waterway is in its ordinary condition. Navigable waters are waters that provide a channel for business (commerce) and transportation of people and goods. Jurisdiction over navigable waters belongs to the federal government rather than states or municipalities. The federal government can determine how the waters are used, by whom, and under what conditions. It also has the power to alter the waters, such as by dredging or building dams. Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403), approved 3 March 1899, prohibits the unauthorized obstruction of a navigable water of the U.S. This statute also requires a permit from the U.S. Army Corps of Engineers for any construction in or over any navigable water, or the excavation or discharge of material into such water, or the accomplishment of any other work affecting the course, location, condition, or capacity of such waters.

**New Owner or New Operator:** means an operator or owner that replaces an existing operator or owner on a construction project through transfer of ownership and/or operation.

**New Project:** means a construction project that commenced construction activities after the effective date of the Construction General Permit.

**New Source:** for the purpose of the Construction General Permit, a construction project that commenced construction activities after February 1, 2010, and that requires NPDES permit coverage for its construction discharges under Section 1.2 of the CGP.

**Non-erodible:** a material, e.g., natural rock, riprap, concrete, plastic, etc., that will not experience surface wear due to natural forces of wind, water, ice, gravity or a combination of those forces.

**Non-Numeric Effluent limitations:** for purposes of the Construction General Permit means design of site-specific non-numeric erosion and sediment control methods and practices (i.e., minimizing amount of exposed soil during construction activity, maximizing infiltration, structural Best Management Practices, etc.) and other practices and procedures as defined in Section 3.2.12 of the CGP to meet effluent limitations imposed by the Department. Non-numeric effluent limitations will apply to all permitted construction sites, regardless of disturbed area.

**Non-Point Source Pollution:** means pollution contained in Stormwater runoff from ill-defined, diffuse sources such as runoff from urbanized or agricultural areas. The majority of agricultural facilities are defined as non-point sources and are exempt from NPDES regulation.

**Non-Stormwater Discharges:** means discharges that do not originate from storm events. They can include, but are not limited to, discharges of process water, air conditioner condensate, non-contact cooling water, vehicle wash water, sanitary wastes, concrete washout water, paint wash water, irrigation water, or pipe testing water.

**Notice of Intent (NOI):** means the NPDES application form developed by the Division and Department to request coverage under the Construction General Permit. Required information and contents are as defined in Section 2.3 of the CGP.

**Notice of Termination (NOT):** means the NPDES application form developed by the Department to terminate land disturbance activities and coverage under the Construction General Permit. Required information and contents are as defined in Section 5.2 the CGP.

**NPDES Form or Application:** means any uniform permit application or any uniform form used by the Division and Department or developed for use in the NPDES program, including a NPDES application, a Refuse Act permit application and a reporting form.

**NPDES Permit:** means a permit issued by the Department to a discharger pursuant to NPDES regulations for all point source discharges into surface waters, and shall constitute a final determination of the Department.

**Ongoing Project:** means the "commencement of construction activities" occurs before the effective date of the Construction General Permit.

**On-Site Stormwater Pollution Prevention Plan (OS-SWPPP):** as used in the Construction General Permit means as the Stormwater Pollution Prevention Plan prepared according to requirements outlined in Section 3 of the CGP. The On-Site SWPPP is a condensed version of the Comprehensive SWPPP and is stored on site. This SWPPP does not include the Engineering Report (project design calculations). This document does not require submission or approval by the Division prior to obtaining coverage under this permit.

**Operator:** for the purpose of the Construction General Permit and in the context of Stormwater

associated with construction activity, means any party associated with a construction Project that meets one of the following two criteria:

- (1) The person has operational control over construction plans, SWPPPs, and specifications, including the ability to request modifications to those plans, SWPPPs, and specifications by a qualified individual identified in Section 3.1.2.B of the Construction General Permit. This person is typically the owner or developer of the project or a portion of the project (subsequent builders), and is considered the Primary Permittee; or
- (2) The person has day-to-day operational control of those activities at a construction site which are necessary to ensure compliance with a SWPPP for the site or other permit conditions. This person is often referred to as the Operator of Day-to-Day Site Activities (ODSA) and is typically a contractor or a commercial builder who is hired by the Primary Permittee. This person is considered a Secondary Permittee.

See Section 2.0 of the Construction General Permit for additional information.

**Outfall:** means a point source at the discharge point of a waste stream, sewer, or drain into a receiving body of water. See discharge point.

**Outstanding National Resource Waters (ONRW):** means a classification of waters that is pursuant to South Carolina's Classification & Standards (R.61-68) and Classified Waters (R.61-69) regulations and that is intended to protect unique and special waters having excellent water quality and of exceptional state or national ecological or recreational significance.

**Owner or Operator:** means the owner or operator of any "facility or activity" subject to regulation under the NPDES program. For purposes of the Construction General Permit, when local governments (counties, cities, etc.) construct or improve state roads, the owner of these road construction projects during the construction is the local government. See definition of Operator and details in Section 2.0 of the CGP for additional information.

**Perennial Stream or Perennial River:** is a stream or river (channel) that has continuous flow in parts of its bed all year round during years of normal rainfall. Base flow is maintained by groundwater discharge, as the stream channel is usually below the water table.

**Permit:** means an authorization, license, or equivalent control document issued by the Department to implement the requirements of this regulation, 40 CFR Parts 123, and R.61-9.124. Permit includes an NPDES general permit (section 122.28). Permit does not include any permit which has not yet been the subject of final agency action, such as a draft permit or a proposed permit.

**Permitted Ongoing Project:** means a construction project that commenced prior to the effective date of the Construction General Permit, which has been covered by a prior

NPDES permit for Stormwater discharges associated with construction activities.

**Permitting Authority:** means the United States Environmental Protection Agency, EPA, a Regional Administrator of the Environmental Protection Agency, or an authorized representative.

**Person Responsible:** means any individual, public or private corporation, political subdivision, association, partnership, corporation, municipality, State or Federal agency, industry, copartnership, firm, trust, estate, any other legal entity whatsoever, or an agent or employee thereof.

**Point Source:** means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include introduction of pollutants from non point-source agricultural and silvicultural activities, including Stormwater runoff from orchards, cultivated crops, pastures, range lands, and forest lands or return flows from irrigated agriculture or agricultural Stormwater runoff.

**Point Source Discharge:** means a discharge which is released to the waters of the State by a discernible, confined and discrete conveyance, including but not limited to a pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, vessel, or other floating craft from which waste is or may be discharged. Typical point source dischargers include discharges from publicly owned treatment works (POTWs), discharges from industrial facilities, and discharges associated with urban runoff.

**Pollutant:** is defined in 122.2 of SC Regulation 61-9. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste. Typical construction site pollutants include sediment, oil and grease, pesticides and fertilizers, pollutants from construction wastes, and pollutants from construction materials. Pollutant does not mean sewage from vessels or water, gas, or other material which is injected into a well to facilitate production of oil or gas, or water derived in association with oil and gas production and disposed of in a well, if the well used either to facilitate production or for disposal purposes is approved by authority of the State in which the well is located, and if the State determines that the injection or disposal will not result in the degradation of ground or surface water resources.

**Pollution Control Act (PCA):** means the South Carolina Pollution Control Act (PCA), S.C. Code Ann. section 48-1-10 et seq. (1976).

**Pollution Prevention Measures:** means Stormwater controls designed to reduce or eliminate the addition of pollutants to construction site discharges through analysis of pollutant sources, implementation of proper handling/disposal practices, employee education, and other

actions.

**Post-Development or "Post-Construction":** means the conditions which exist following the completion of the land disturbing activity in terms of topography, vegetation, land use and rate, volume or direction of Stormwater runoff.

**Pre-Development or Pre-Construction:** means the conditions which existed prior to the initiation of the land disturbing activity in terms of topography, vegetation, land use and rate, volume or direction of Stormwater runoff. These conditions shall mean the land use conditions shown on the March 2008 aerial photographs available from the county

**Primary Permittee:** means the person that has operational control over construction plans, SWPPPs, and specifications, including the ability to request modifications to those plans, SWPPPs, and specifications by a qualified individual identified in Section 3.1.2.B of the Construction General Permit. This person is typically the owner or developer of the project or a portion of the project (subsequent builders). See Section 2.2.1 of the CGP for additional information.

**Private:** shall mean property or facilities owned and maintained by individuals, corporations, and other organizations and not by the county.

**Prohibited Discharges:** means discharges that are not allowed under this permit, including:

- (1) Wastewater from washout of concrete;
- (2) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
- (3) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
- (4) Soaps or solvents used in vehicle and equipment washing;
- (5) Toxic or hazardous substances from a spill or other release; and
- (6) Waste, garbage, floatable debris, construction debris, and sanitary waste from pollutant-generating activities.

**Project:** means an undertaking such as, but not limited to, construction of commercial development, residential development, industrial development, roadways, railways, and utility lines.

**Project Area:** means:

- (1) The areas on the construction Site where Stormwater discharges originate and flow toward the point of discharge into the receiving waters (including areas where excavation, Site development, or other ground disturbance activities occur) and the immediate vicinity. (Example: 1. Where bald eagles nest in a tree that is on or bordering a construction Site and could be disturbed by the construction activity or where grading causes Stormwater to flow into a small wetland or other habitat that is on the Site that contains listed species.)
- (2) The areas where Stormwater discharges flow from the construction Site to the point of discharge into receiving waters. (Example: Where Stormwater flows into a ditch, swale, or gully that leads to receiving waters and where listed species (such as amphibians) are found in the ditch, swale, or gully.)
- (3) The areas where Stormwater from construction activities discharge into receiving waters and the areas in the immediate vicinity of the point of discharge. (Example: Where Stormwater from construction activities discharges into a stream segment that is known to harbor listed aquatic species.)
- (4) The areas where Stormwater BMPs will be constructed and operated, including any areas where Stormwater flows to and from BMPs. (Example: Where a Stormwater retention pond would be built.)
- (5) The areas upstream and /or downstream from construction activities discharge into a stream segment that may be affected by the said discharges. (Example: Where sediment discharged to a receiving stream settles downstream and impacts a breeding area of a listed aquatic species.)

**Provisionally Covered Under this Permit:** for the purposes of the Construction General Permit, means the Department provides temporary coverage under the CGP for emergency-related projects prior to receipt of a complete and accurate NOI. Discharges from earth-disturbing activities associated with the emergency-related projects are subject to the terms and conditions of the CGP during the period of temporary coverage.

**Qualified Personnel or Qualified Individual:** means a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction Site that could impact Stormwater quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of Stormwater discharges from the construction activity.

**Receiving Waters or Receiving Water Bodies (RWB):** means the "Waters of the United States" as defined in 122.2 of SC Regulation 61-9 into which the regulated Stormwater discharges.



**Redevelopment:** A land disturbance activity that alters the current use of the land but does not necessarily alter the pre-development runoff characteristics.

**Refuse Act Permit application:** means an application for a permit issued under authority of Section 13 of the United States Rivers and Harbors Act of March 3, 1899.

**Regional Administrator:** means the Regional Administrator of Region IV of the Environmental Protection Agency or the authorized representative of the Regional Administrator.

**Registered landscape architect:** A landscape architect properly registered and licensed in South Carolina or permitted by the licensing board.

**Registered professional engineer (engineer):** A person who is registered by the State of South Carolina pursuant to S.C. Code 1976, Tit. 40, Ch. 22, as amended.

**Registered tier B land surveyor:** A person who is registered by the State of South Carolina pursuant to S.C. Code 1976, Tit. 40, Ch. 22, as amended.

**Retention Structure:** means a permanent structure whose primary purpose is to permanently store a given volume of Stormwater runoff. Release of the given volume is by infiltration and/or evaporation.

**Residential Development:** means developed land containing one (1) structure which is not attached to another dwelling and which contains one (1) or more bedrooms, with a bathroom and kitchen facilities, designed for occupancy by one (1) family. Detached dwelling units may include single-family houses, single duplex units under common ownership, patio homes, manufactured homes, and mobile homes located on one (1) or more individual lots or parcels of land and residential condominium and townhouse units. Developed land may be classified as a detached single-family dwelling unit despite the presence of incidental structures associated with residential uses such as barns, garages, carports, or small storage buildings. Detached single-family dwelling units shall not include developed land containing: structures used primarily for nonresidential purposes, manufactured homes and mobile homes located within manufactured home or mobile home parks where the land is owned by others than the owners of the manufactured homes or mobile homes, or multiple residential properties.

**Riparian Buffer:** means a permanent area, strip, or plot of undisturbed, naturally vegetated and/or engineered land cover consisting of vegetation (e.g., grass, brush, trees, foliage) adjacent to surface waters that is utilized to provide water quality control for post-construction Stormwater discharges. These buffers may be designed to provide many types of water quality benefits including, but not limited to, water quality protection, wildlife habitat preservation and flood mitigation.

**Runoff Coefficient:** means the fraction of total rainfall that will appear at the conveyance as runoff. Runoff coefficient is also defined as the ratio of the amount of water that is NOT

absorbed by the surface to the total amount of water that falls during a rainstorm. The value of the coefficient is determined on the basis of climatic conditions and physiographic characteristics of the drainage area and is expressed as a constant between zero and one and symbol C.

**SCDHEC or DHEC:** means Department or the South Carolina Department of Health and Environmental Control's Office of Environmental Quality Control (EQC).

**Secondary Permittee:** means the person who has day-to-day operational control of those activities at a residential development that are necessary to ensure compliance with a SWPPP for the site or other permit conditions. This person is typically an individual lot owner or residential builder.

**Section 404 Permit or U. S. Army Corps of Engineers 404 Permit:** refers to permits issued by the U.S. Army Corps of Engineers for certain activities conducted in wetlands or other U.S. waters as defined in Section 404 of the Clean Water Act. Construction projects affecting wetlands in any state cannot proceed until a 404 permit has been issued.

**Sediment:** means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, ice, or gravity from its site of origin.

**Sediment Basin:** means a temporary basin consisting of an embankment constructed across a wet weather conveyance, or an excavation that creates a basin or by a combination of both. A sediment basin typically consists of a forebay cell, dam, impoundment, permanent pool, primary spillway, secondary or emergency spillway, and surface dewatering device. The size and shape of the basin depends on the location, size of drainage area, incoming runoff volume and peak flow, soil type and particle size, land cover, and receiving stream classification (i.e., impaired, HQ, or unimpaired).

**Sensitive Waters:** means any waters with approved or established TMDLs, any waters included in the most recent SC DHEC Bureau of Water Clean Water Act (CWA) Section 303(d) list, and/or any waters pursuant to South Carolina's Classification & Standards (R.61-68) and Classified Waters (R.61-69) regulations that are classified as either Outstanding National Resource Waters, Outstanding Resource Waters, Trout Waters, or Shellfish Harvesting Waters.

**Silvicultural Point Source:** means any discernible, confined and discrete conveyance related to rock crushing, gravel washing, log sorting, or log storage facilities which are operated in connection with silvicultural activities and from which pollutants are discharged into waters of the State. The term does not include non-point source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance from which there is natural runoff. However, some of these activities (such as stream crossing for roads) may involve point source discharges of dredged or fill material which may require a CWA section 404 permit (See 33 CFR 209.120

and Part 233).

**Site Plan:** The development plan for one or more lots which shows the existing and proposed conditions of the lot including: topography, vegetation, drainage, flood-plains, waterways, easements, streets and any other information pertaining to the proposed development of the storm drainage system.

**Small Construction Activity:** is defined under the definition of "Stormwater discharge associated with small construction activity" at 122.26(b) of SC Regulation 61-9 as follows: "Stormwater discharge associated with small construction activity means the discharge of Stormwater from:

- (1) Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres and, in coastal counties within one-half (1/2) mile of a receiving water body (but not for single-family homes which are not part of a subdivision development), that result in any land disturbance less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. The Division may waive the otherwise applicable requirements in a general permit for a Stormwater discharge from construction activities that disturb less than five acres where:
  - (a) The value of the rainfall erosivity factor ("R" in the Revised Universal Soil Loss Equation) is less than five during the period of construction activity. An Operator must certify to the Division that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five; or
  - (b) Stormwater controls are not needed based on a "total maximum daily load" (TMDL) approved or established by EPA that addresses the pollutant(s) of concern or, for non-impaired waters that do not require TMDLs, an equivalent analysis that determines allocations for small construction Sites for the pollutant(s) of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. For the purpose of this paragraph, the pollutant(s) of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The Operator must certify to the Division that the construction activity will take place, and Stormwater discharges will occur, within the drainage area addressed by the TMDL or equivalent analysis.
- (2) Any other construction activity designated by the Department, or in States with approved

NPDES programs either the Department or the EPA Regional Administrator, based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the United States.

**Soil:** means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of plants.

**South Carolina Navigable Waters (SCNW):** means those waters which are now navigable, or have been navigable at any time, or are capable of being rendered navigable by the removal of accidental obstructions, by rafts of lumber or timber or by small pleasure or sport fishing boats. Navigability shall be determined by the Division.

**Stabilization:** means the installation of vegetative and/or non-vegetative (structural measures) to establish a soil cover to prevent and/or reduce soil erosion and sediment loss in areas exposed during the construction process.

**State:** means the State of South Carolina.

**Steep Slope:** means slopes of 30% (~3H:1V) or greater in grade.

**Stop Work Order (SWO):** an order directing the Person Responsible for the land disturbing activity to cease and desist all or any portion of the work that violates the provisions of this chapter.

**Storm drain:** a conveyance which carries storm and surface waters and drainage, but excludes sewage and polluted wastes.

**Storm Event:** means a precipitation event that result in a discharge.

**One Hundred-Year Storm or One Hundred-Year Storm Event:** means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 100 years. It may also be expressed as an exceedence probability with a 1 percent chance of being equaled or exceeded in any given year. Likewise, a one hundred-year 24-hour storm event means the maximum 24-hour precipitation event with a probable recurrence interval of once in one hundred years.

**Ten-Year Storm or Ten-Year Storm Event:** means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 10 years. It may also be expressed as an exceedence probability with a 10 percent chance of being equaled or exceeded in any given year. Likewise, a ten-year 24-hour storm event means the maximum 24-hour precipitation event with a probable recurrence interval of once in ten years.

**Twenty Five-Year Storm or Twenty Five-Year Storm Event:** means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once

in 25 years. It may also be expressed as an exceedence probability with a 4 percent chance of being equaled or exceeded in any given year. Likewise, a twenty five-year 24-hour storm event means the maximum 24-hour precipitation event with a probable recurrence interval of once in twenty five years.

**Two-Year Storm or Two-Year Storm Event:** means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 2 years. It may also be expressed as an exceedence probability with a 50 percent chance of being equaled or exceeded in any given year. Likewise, a two-year 24-hour storm event means the maximum 24-hour precipitation event with a probable recurrence interval of once in two years.

**Stormwater:** means rainfall Stormwater runoff, snowmelt runoff, and surface runoff and drainage.

**Stormwater Discharge-Related Activities:** as used in this permit, include: activities that cause, contribute to, or result in Stormwater point source pollutant discharges, including but not limited to: excavation, site development, grading and other surface disturbance activities; and measures to control Stormwater including the citing, construction and operation of BMPs to control, reduce or prevent Stormwater pollution.

**Stormwater Management:** means, for:

- (1) quantitative control, a system of vegetative or structural measures, or both, that control the increased volume and rate of Stormwater runoff caused by manmade changes to the land;
- (2) qualitative control, a system of vegetative, structural, or other measures that reduce or eliminate pollutants that might otherwise be carried by Stormwater runoff.

**Stormwater Management and Sediment Control Plan:** means a set of drawings, other documents, and supporting calculations submitted as a prerequisite to obtaining a permit to undertake a land disturbing activity. This plan must contain all required information and specifications identified in Section 3.2.2 of the Construction General Permit. In general, this plan is considered to be a part of the Stormwater Pollution Prevention Plan (SWPPP).

**Stormwater management services:** activities and functions conducted by the county that together result in the collection, conveyance, and disposal of Stormwater runoff, including support activities and functions necessary to accomplish the mission of the Stormwater management program, and shall include but not be limited to the administration, engineering, operation and maintenance, regulation and enforcement, and improvement of systems and facilities, review of development proposals and of the installation and maintenance of Stormwater systems on private properties, provision of Stormwater quality management programs to eliminate or mitigate the impact of pollutants contained in Stormwater runoff, and flood emergency response and recovery measures.

**Stormwater management systems and facilities:** include, but are not limited to, rivers, streams, creeks, lakes, ponds, channels, ditches, swales, other drainage ways, storm sewers, culverts, inlets, catch basins, headwalls, dams, reservoirs and other impoundments, flumes, Stormwater detention and retention storage areas, filters, riparian areas, plants, works, instrumentalities, properties, and other structural and nonstructural components that control, capture, collect, convey, route, restrict, store, detain, retain, infiltrate, cleanse, or otherwise affect or influence the flow of Stormwater within the county and the quality of Stormwater discharged from the county.

**Stormwater Pollution Prevention Plan (SWPPP):** generally means a site-specific written document that (1) identifies potential sources of Stormwater pollution at the construction site; (2) describes Stormwater control measures to reduce or eliminate pollutants in Stormwater discharges from the construction site; and (3) identifies procedures the operator will implement to comply with the terms and conditions of this general permit. The SWPPP includes site map(s), drawings and plans, other documents, and supporting calculations, and identification of construction/contractor activities that could cause pollutants in the Stormwater, and a description of measures or practices to control these pollutants. "SWPPP" as used in the Construction General Permit, generally means Comprehensive Stormwater Pollution Prevention Plan (SWPPP), unless specific reference is given to the On-Site SWPPP.

**Stormwater Runoff:** means direct response of a watershed to precipitation and includes the surface and subsurface runoff that enters a ditch, stream, storm sewer or other concentrated flow during and following the precipitation.

**Subdivision:** means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions, for the purpose, whether immediate or future, of sale, legacy, or building development, or includes all division of land involving a new street or a change in existing streets (public or private), and includes resubdivision and, where appropriate, in the context, shall relate to the process of subdividing or to the land or area subdivided.

**Support Activities:** means various construction-related activities that occur or facilities provided at a construction site alongside the construction activity that are directly related to and implemented as support to the construction activity or facility. Typical support activities include concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, and borrow areas.

**Surface Water:** means any waters where the surface of which is exposed to the atmosphere, such as water collecting on the ground or in a stream, river, lake, wetland, or ocean. It is related to water collecting as groundwater or atmospheric water. Surface water is naturally replenished by precipitation and naturally lost through discharge to evaporation and sub-surface seepage into the ground.

**Surface Waters of the State:** means "Waters of the State" as defined in 122.2 of SC Regulation 61-9 except for groundwater.

**Swale:** means a structural measure with a lining of grass, riprap or other materials, which can function as a detention structure and convey Stormwater runoff without causing erosion.

**Temporary Stabilization:** means a condition where exposed soils or disturbed areas are provided a temporary vegetative and/or non-vegetative protective cover to prevent erosion and sediment loss. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area. Temporary controls must be installed, maintained, and removed according to specifications in the BMP Manual.

**Ten-percent point:** is the location in the drainage system downstream from the proposed development, where the proposed development represents less than ten (10) percent of the total watershed draining to this location.

**Total Maximum Daily Load (TMDL):** is a calculation of the maximum amount of a specific pollutant that a waterbody can receive and still meet water quality standards. It is the sum of the allowable loads or allocations of a given pollutant from all contributing point (wasteload allocation (WLA)) and nonpoint (load allocation (LA)) sources. It also incorporates a margin of safety and consideration of seasonal variation. For an impaired waterbody, the TMDL document Specifies the level of pollutant reductions needed for waterbody use attainment. TMDLs can be expressed in terms of either mass per time, toxicity, or other appropriate measure.

**Tracking or Permit Number:** refers to the permit numbering systems used by the Department to track each Notice of Intent (NOI) application. The permit number is generally formatted as SCR10XXXX.

**Turbidity:** is a condition of water quality characterized by cloudiness or haziness of a fluid caused by the presence of individual particles (suspended solids and/or organic material) that are generally invisible to the naked eye, similar to smoke in air.

**Undeveloped land:** Land in an unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have no pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface that would prevent infiltration of Stormwater or cause Stormwater to collect, concentrate, or flow in a manner materially different than that which would occur if the land was in an unaltered natural state.

**Unpermitted Ongoing Project:** a construction project that commenced prior to the effective date of this permit, but the discharges related to this project have not been authorized under an NPDES permit.

**Upset:** means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the



reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

**Variance:** means the modification of the minimum sediment and Stormwater management requirements for specific circumstances where strict adherence of the requirements would result in unnecessary hardship and not fulfill the intent of these regulations.

**Waiver:** means the relinquishment from sediment and Stormwater management requirements by the County Engineering Division for a specific land disturbing activity on a case-by-case review basis. Rainfall Erosivity Waiver, TMDL Waiver, and Equivalent Analysis Waiver are defined for small construction activities in Appendix B of the General Construction Permit.

**Waste Load Allocation (WLA):** is the portion of a receiving water's TMDL that is allocated to one of its existing or future point sources of pollution (EPA-823-B-94-005a). See definition of TMDL.

**Water Quality:** means those characteristics of Stormwater runoff from a land disturbing activity that relate to the physical, chemical, biological, or radiological integrity of water.

**Water Quality Standards (WQS):** are provisions of State or Federal law which consist of a designated (classified) use or uses for the Waters of the United States, water quality criteria, expressed in numeric or narrative form, for such waters based upon such uses, and an antidegradation policy that protects existing uses and provides a mechanism for maintaining high water quality. Water quality standards are measurable parameters of standards established as criteria to evaluate characteristics of Stormwater runoff from a land disturbing activity that relate to the physical, chemical, biological, or radiological integrity of water. Water quality standards are to protect public health or welfare, enhance the quality of water and serve the purposes of the Federal Clean Water Act and the S.C. Pollution Control Act.

**Water Quantity:** means those characteristics of Stormwater runoff that relate to the rate and volume of the Stormwater runoff to downstream areas resulting from land disturbing activities.

**Watershed:** means the drainage area contributing Stormwater runoff to a single point.

**Waters of the State (WoS):** means lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State, and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction.

**Waters of the United States or Waters of the U.S.:** means:

- (1) All waters which are currently used, were used in the past, or may be susceptible to use

in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;

- (2) All interstate waters, including interstate "wetlands;"
- (3) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sand flats, "wetlands," sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
  - (a) Which are or could be used by interstate or foreign travelers for recreational or other purposes;
  - (b) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
  - (c) Which are used or could be used for industrial purposes by industries in interstate commerce;
- (4) All impoundments of waters otherwise defined as waters of the United States under this definition;
- (5) Tributaries of waters identified in paragraphs (1) through (4) of this definition;
- (6) The territorial sea; and
- (7) Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (1) through (6) of this definition.

**Wetland:** means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

**You and Your:** as used in the Construction General Permit is intended to refer to the Applicant (Permittee), the Operator, or the discharger as the context indicates and that party's responsibilities (e.g., the city, the county, the flood control district, the U.S. Air Force, etc.).

**Zoning ordinance:** means the officially adopted zoning ordinance of the county or county code of laws, as amended.

**Sec. 9.5-17. to 9.5-25. – Reserved.**

## **ARTICLE II. - PROCEDURE**

### **DIVISION 1. – PROCEDURE**

**Sec. 9.5-26. - Florence County Stormwater Management Plan (SWMP).**

The SWMP developed by the County to comply with the NPDES Permit serves as the basis for the County's Stormwater program implementation and administration. The SWMP, as amended from time to time by the County, is hereby adopted for the life of the County's NPDES Permit as the official operational program. The mapping and geographical information system (GIS) developed as part of the SWMP shall serve as an information source for program administration purposes.

**Sec. 9.5-27. - Stormwater management design manual.**

- (a) The County shall develop and maintain a stormwater management design manual in accordance with the approved SWMP. The manual shall serve as minimum criteria for the design, construction, and maintenance of facilities which collect, control, treat (through pollutant removal), and convey stormwater. This manual will include, but not be limited to, the following information:
  - (1) Details describing the policies, goals, and tasks of the stormwater management program.
  - (2) Design requirements and specifications for the preparation of stormwater management plans. Acceptable techniques for obtaining, calculating and presenting the information required in the plans shall be described, along with design conditions which must be accounted for.
  - (3) Minimum specifications for designing, constructing, and maintaining stormwater management facilities. These specifications shall be established in accordance with current good engineering practices.
  - (4) Minimum easement requirements for the inspection and maintenance of stormwater management facilities.
  - (5) Site design approaches that minimize the impact of development on runoff, and protect natural resources and sensitive areas.
- (b) The manual shall be reviewed and, if needed, updated periodically (at a minimum every three years) to reflect the most current and effective practices, regulations and most current water quality standards and shall be made available to the public. Although the intention of the manual is to establish minimum design practices for the protection of water quality and downstream impacts, it neither replaces the need for engineering judgment nor precludes the use of information not presented. Other accepted engineering procedures may be used to conduct stormwater studies as required or approved by the Engineering Department.

**Sec. 9.5-28. - Permits and Stormwater Management and Sediment Control Plans.**

Unless otherwise exempt under this article, all Land Disturbing Activities are required to obtain permit coverage for their Stormwater discharges by submitting a Stormwater Management and Sediment Control Plan. The plan shall be prepared in accordance with the requirements of section 9.5-51 of this Chapter and the Florence County Stormwater Design Manual.

**Sec. 9.5-29. - Application for permit; Approval and Disapproval.**

- (a) The Person Responsible for the Land Disturbing Activity shall apply in writing to the County Engineering Division for a permit for such activity. Such application shall be accompanied by One Copy of the Stormwater Management and Sediment Control Plan prepared in accordance with the provisions of this article.
- (b) Specific requirements of the permit application and approval process are based upon the extent of the Land Disturbing Activity. The permit application and approval procedure is as follows:
  - (1) For Land Disturbing Activities that will ultimately disturb more than one (1) acre, a Stormwater Management and Sediment Control Plan is required. The use of measures other than ponds to achieve Water Quality improvement, such as Low Impact Development (LID), are encouraged. Plans and specifications for these activities shall be prepared by the designers specified in subsections (i) and (j) of this section. Upon receipt of a completed Stormwater Management and Sediment Control Plan, the County Engineering Division shall accomplish its review and have either the approval or review comments transmitted to the Applicant within 20 working days. If notice is not given to the Applicant or if action is not taken by the end of the 20- working-day period, the Applicant's plan is considered approved.
  - (2) For Land Disturbing Activities that will disturb less than one (1) acre and is not part of a greater common plan, a designer specified in subsections (i) and (j) of this section is not required. However, a completed Stormwater Management and Sediment Control Plan that meets the specifications of the Florence County Stormwater Design Manual must be submitted. Upon receipt of the prepared plan, the County Engineering Division shall accomplish its review and have either the approval or review comments transmitted to the Applicant within 20 working days. If notice is not given to the Applicant or if action is not taken by the end of the 20- working-day period, the Applicant's plan is considered approved.

- (3) These requirements may be modified by the County Engineering Division on a case-by-case basis to address specific Stormwater quantity or quality issues or to meet other regulatory requirements which are more stringent than the requirements of this article.
- (4) When the Land Disturbing Activity consists of the construction of a pond, lake or reservoir which is individually built and not part of a permitted Land Disturbing Activity, the following procedures apply:
  - a) A Stormwater Management and Sediment Control Plan will not be required if the pond, lake or reservoir is permitted under the state Dams and Reservoirs Safety Act (Regulation 72-1 thru 72-9) or has received a certificate of exemption under the state Dams and Reservoirs Safety Act. Best Management Practices (BMPs) must be used to minimize the impact of Erosion and Sediment.
- (5) If the application for a Stormwater Management and Sediment Control Plan is denied, written notification indicating the reason or reasons for denial shall be forwarded to the Applicant.
- (6) Any plan approval may be suspended, revoked or modified by the County Engineering Division upon finding that the holder is not in compliance with this article.
- (c) A Stormwater Management and Sediment Control Plan, or an application for a Waiver or Variance, shall be submitted to the County Engineering Division by the Person Responsible for the Land Disturbing Activity, unless otherwise exempted. The Stormwater Management and Sediment Control Plan shall contain supporting computations, drawings and information sufficient to describe the manner, location and type of measures in which Stormwater Runoff from the entire Land Disturbing Activity will be managed. The County Engineering Division shall review the plan to determine compliance with the requirements of these regulations prior to approval. The approved Stormwater Management and Sediment Control Plan shall serve as the basis for Water Quantity and Water Quality control on all subsequent Construction Activity specific to the site.
- (d) No permit shall be required under this article for Land Disturbing Activities that are conducted under a State or Federal environmental permitting, licensing, or certification program where the State or Federal environmental permit, license, or certification is conditioned upon compliance with the minimum standards and criteria developed under this article.
- (e) All Stormwater Management and Sediment Control Plans submitted for approval shall contain a certification by the Person Responsible for the Land Disturbing Activity that the Land Disturbing Activity will be accomplished pursuant to the

approved plan and that responsible personnel will be assigned to the project.

- (f) All Stormwater Management and Sediment Control Plans shall contain a certification by the Person Responsible for the Land Disturbing Activity acknowledging the right of DHEC and the Florence County Engineering Division to conduct on-site inspections.
- (g) The Stormwater Management and Sediment Control Plan shall not be considered approved without an approval stamp signed and dated by an authorized person with the County Engineering Division. The stamp of approval on the plans is solely an acknowledgement of satisfactory design with the requirements of these regulations. The approval stamp does not constitute a representation or warranty to the applicant or any other person concerning the safety, appropriateness or effectiveness of any provision of or omission from the Stormwater Management and Sediment Control Plan.
- (h) DHEC may request to review and comment on Stormwater Management and Sediment Control Plans. The County will not approve the Stormwater Management and Sediment Control Plan until all DHEC comments, if any are addressed and approved by DHEC.
- (i) All Stormwater Management and Sediment Control Plans submitted to the County Engineering Division for approval shall be certified by a designer. The following disciplines may certify and stamp/seal plans as allowed by their respective licensing act and regulations:
  - (1) Registered professional engineers as described in S.C. Code 1976, § 40-22- 10 et seq.
  - (2) Registered landscape architects as described in S.C. Code 1976, § 40-28- 10(b).
  - (3) Tier B land surveyor as described in S.C. Code 1976, § 40-22-10 et seq.
- (j) Pursuant to S.C. Code 1976, § 40-22-280, Stormwater Management and Sediment Control Plans may also be prepared by employees of the Federal Government and submitted by the Person Responsible for the Land Disturbing Activity to the County Engineering Division for approval.
- (k) This article does not prohibit other disciplines or certified professionals, including, but not limited to, certified professional Erosion and Sediment Control specialists, which have appropriate background and experience from taking active roles in the preparation of the plan and design process. All Stormwater plans and specifications submitted to the County Engineering Division for approval shall be stamped/sealed by those listed in subsection (i) of this section or prepared by employees of the Federal Government under subsection (j) of this section.
- (l) Approved plans remain valid for five (5) years from the date of an approval.

Extensions or renewals of the plan approvals may be granted by the County Engineering Division upon approval of an updated application by the Person Responsible for the Land Disturbing Activity. If changes to the original SWPPP are not needed, only a completed application form and the appropriate application fee are required.

- (m) The Applicant must notify the County Engineering Division prior to commencement of any Land Disturbing Activity or construction under an approved plan.

**Sec. 9.5-30. - Fee Schedule.**

- (a) The application for a Stormwater Management and Sediment control permit to disturb land in the County shall be accompanied by nonrefundable fees. The County Engineering Division shall establish a fee schedule, located in the Appendix of the Florence County Stormwater Design Manual, subject to County Council approval according to the following criteria:
  - (1) An application fee of a set dollar amount per disturbed acre up to a maximum application fee for any application submitted.
  - (2) An application fee will be charged for land disturbing activities which disturb less than one (1) acre and are not part of LCP.
  - (3) An additional fee for all applications requesting a Waiver or Variance from the requirements of this article will be assessed.
  - (4) The fees above do not include any fee charged separately by DHEC to issue the NPDES permit for all construction activities one acre or larger.
  - (5) An appropriate application fee will be charged for extensions or renewals of a Stormwater Management and Sediment control permit.
  - (6) A fee for Major changes (as defined in the Florence County Stormwater Design Manual) to Stormwater Management and Sediment Control Plans will be established.

**Sec. 9.5-31. - Waivers.**

- (a) Waivers may be granted from the Stormwater Management requirements of this article for individual land disturbing activities provided that a written request is submitted by the applicant to the County Engineering Division containing descriptions, drawings and any other information that is necessary to evaluate the

proposed Land Disturbing Activity. A separate written Waiver request shall be required if there are subsequent additions, extensions or modifications which would alter the approved Stormwater Runoff characteristics to a Disturbing Activity receiving a Waiver.

- (b) A project may be eligible for a Waiver of Stormwater Management for both quantitative and qualitative control if the applicant can demonstrate that the proposed project will return the disturbed area to a Pre- Development runoff condition and the Pre-Development land use is unchanged at the conclusion of the project.
- (c) A project may be eligible for a Waiver of Stormwater Management for Quality control if the applicant can demonstrate that:
  - (1) The proposed project will have no significant Adverse Impact on any receiving natural waterway or downstream properties: or
  - (2) The imposition of peak control requirements, for rates of Storm water Runoff, would aggravate downstream flooding.
- (d) The County Engineering Division will conduct its review of the request for Waiver within 20 working days. Failure of the County Engineering Division to act by the end of the 20 working day period will result in the automatic approval of the Waiver.

#### **Sec. 9.5-32. - Variances.**

The County Engineering Division may grant a written Variance from any requirement of this article if there are exceptional circumstances applicable to the site such that strict adherence to the provisions of this article will not fulfill the intent of this article. A written request for a Variance shall be provided to the County Engineering Division and shall state the specific Variances sought and the reasons with supporting data for their granting. The County Engineering Division shall not grant a Variance unless and until sufficient specific reasons justifying the Variance are provided by the applicant. The County Engineering Division will conduct its review of the request for the Variance within 20 working days. Failure of the County Engineering Division to act by the end of the 20 working day period will result in the automatic approval of the Variance.

#### **Sec. 9.5-33. - Appeals and administrative hearings.**

Appeals from the decisions made by the County Engineering Division under this article shall be heard by the County Planning Commission and shall be subject to the procedures set forth in Section 30-297 of this Code.



**Sec. 9.5-34. - Inspection and enforcement.**

- (a) The Person Responsible for the Land Disturbing Activity shall notify the County Engineering Division before initiation of a Land Disturbing Activity and upon project completion related to that Land Disturbing Activity so a final inspection may be conducted to ensure compliance with the approved Stormwater Management and Sediment Control Plan.
- (b) Inspections shall be conducted by qualified personnel. For projects that disturb more than one (1) acre, "Qualified personnel" means a person knowledgeable in the principles and practice of Erosion and Sediment Controls who possesses the skills to assess conditions at the construction site that could impact Stormwater Quality and to assess the effectiveness of any Sediment and Erosion control measures selected to control the quality of Stormwater discharges from the Construction Activity.

This person must be either the preparer of the SWPPP or an individual who is under the direct supervision of the preparer of the approved SWPPP and who meets the requirements in this paragraph or an individual who has been certified through a Construction Site Inspector Certification Course that has been approved by DHEC.

Inspections may also be conducted by a person with a registration equivalent to the registration of the preparer of the SWPPP and who meets the qualifications of this paragraph or an individual who is under the direct supervision of the person with an equivalent registration and who meets the requirements in this paragraph.

Additional specific requirements for construction inspection are included in the Florence County Stormwater Design Manual. Copies of this document can be obtained from Florence County Planning Commission, County Engineering Division.

- (c) In order to implement its responsibilities as an SMS4 and to comply with the terms and conditions of the NPDES Permit, the County, through its duly designated employees and officials, may enter private property to perform the following:
- (1) Inspection of the County's storm sewer system for purposes consistent with its obligations under the NPDES Permit including, but not limited to, outfall identification, mapping, and detection of illicit discharges.
  - (2) Installation of monitoring stations and collection of Water Quality data.
  - (3) Inspection of construction activities to ascertain compliance with approved Stormwater Management and Sediment Control Plans as described in this article.
- (d) The County Engineering Division shall, for inspection purposes, do all of the following:

- (1) Diligently attempt to ensure that the approved Stormwater Management and Sediment Control Plan ("approved plan") is located on the project site and that the Person(s) Responsible for the Land Disturbing Activity are in compliance with the approved plan.
- (2) Diligently attempt to ensure that every active site is inspected for compliance with the approved plan on a regular basis.
- (3) Diligently attempt to provide the Person Responsible for the Land Disturbing Activity with a written report after every inspection that describes:
  - a) The date and location of the site inspection; and
  - b) Whether the approved plan has been properly implemented and maintained at the time of inspection; and
  - c) Any approved plan or practice deficiencies discovered; and
  - d) Any action taken.
- (4) Diligently attempt to notify the Person Responsible for the Land Disturbing Activity in writing when violations are observed and describe the:
  - a) Nature of the violation; and
  - b) Required corrective action; and
  - c) Time period for violation correction.
- (e) The County Engineering Division may require a revision to the approved plan as necessary due to changes in or newly discovered site conditions. The County Engineering Division shall establish guidelines to facilitate the processing of revised plans where field conditions necessitate plan modification. Where changes to the approved plan are necessary, those changes shall be in accordance with the following:
  - (1) Major changes (as defined in the Florence County Stormwater Design Manual) to the approved Stormwater Management and Sediment Control Plans must be submitted to the County Engineering Division for review and receive approval prior to implementing any of the changes.
  - (2) Minor changes (as defined in the Florence County Stormwater Design Manual) to Stormwater Management and Sediment Control Plans may be made without the County Engineering Division's approval and documented on the field inspection report by the Person Responsible for the Land Disturbing Activity, their representative or the County Engineering Division.
- (f) Stormwater Management on construction sites may be inspected at any time without notice. The inspector shall present proper credentials upon reasonable request by the

Person Responsible for the Land Disturbing Activity.

- (g) The County Engineering Division may, in addition to local enforcement options, refer a site to DHEC for review.
- (h) Referral of a site to DHEC may initiate a construction inspection of the site to verify site conditions. That construction inspection may result in the following actions by DHEC:
  - (1) Notification through appropriate means to the person engaged in a Land Disturbing Activity to comply with the approved plan within a specified time frame; and
  - (2) Notification of plan inadequacy, with a time frame for the person engaged in the Land Disturbing Activity to submit a revised plan to the County Engineering Division and to receive approval from the same.
- (i) Failure of the person engaged in the Land Disturbing Activity to comply with DHEC requirements may result in other penalties as provided in S.C. Code 1976, § 48-14-10 et seq., in addition to such penalties as may be imposed by the County under this article.
  - (1) The County Engineering Division shall have the power to request any person violating any provision of S.C. Code 1976, § 48-14-10 et seq., or this article to cease and desist from any site work activity other than those actions necessary to achieve compliance with any administrative order.
  - (2) The County Engineering Division may refrain from issuing any further land use or Stormwater Management permits to any person having outstanding violations until those violations have been remedied and accepted by the County Engineering Division.
  - (3) The County Engineering Division may levy fines and/or recommend that fines be levied by DHEC.
- (j) The County Engineering Division may utilize Stop Work Orders as a part of its inspection and enforcement program. When a Stop Work Order is issued, the following procedure shall be followed:
  - (1) The County Engineering Division may issue a Stop Work Order if it is found that a Land Disturbing Activity is being conducted in violation of this article or of any regulation adopted or order issued pursuant to this article, and that either:
    - a) Off-site Sedimentation, or the imminent threat thereof, resulting from noncompliance with the approved plan, has impacted or degraded use of a lake or natural waterway or that such degradation is imminent; or
    - b) Off-site Sedimentation, or the imminent threat thereof, resulting from noncompliance with an approved plan, has caused material damage to

adjacent land or that there is an imminent threat of such damage; or

- c) The Land Disturbing Activity which requires an approved plan under this article is being conducted without the required approved plan.
- (2) The Stop Work Order shall be in writing and shall state what work is to be stopped and what measures are required to abate the violation. The order shall include a statement of the findings made and shall list the conditions under which work may be resumed. The delivery of equipment and materials, which does not contribute to the violation, may continue while the Stop Work Order is in effect. A copy of this section may be attached to the Stop Work Order.
- (3) The Stop Work Order shall be served by the County Engineering Division or by some other person duly authorized by law to serve process, and shall be served on a Person Responsible for the Land Disturbing Activity. The County Engineering Division or other person duly authorized by law to serve process shall post a copy of the Stop Work Order in a conspicuous place at the site of the Land Disturbing Activity. The County Engineering Division may also deliver a copy of the Stop Work Order to any person that the County Engineering Division has reason to believe may be responsible for the violation.
- (4) The directives of a Stop Work Order become effective upon service of the order. Thereafter, any person notified of the Stop Work Order who violates any of the directives set out in the Stop Work Order may be assessed a civil and/or a criminal penalty as provided in section 9.5-35. A Stop Work Order issued pursuant to this section may remain in force until all non-compliant issues are rectified in the sole discretion of the County Engineering Division.
- (5) The County Engineering Division shall designate an employee to monitor compliance with the Stop Work Order. The name of the employee so designated shall be included in the Stop Work Order. The employee so designated shall rescind the Stop Work Order if all the violations, for which the Stop Work Order is issued, are corrected, no other violations have occurred and all measures necessary to abate the violations have been taken. The County Engineering Division, through its designated employee, shall rescind any Stop Work Order that is issued in error.

#### **Sec. 9.5-35. - Penalties.**

- (a) Any person who violates any provision of this article or who initiates or continues a Land Disturbing Activity, for which a Stormwater Management and Sediment Control Plan is required, except in accordance with the terms, conditions and provisions of an approved plan, is subject to a civil penalty of not more than \$1,000.00 for each violation. No civil penalty may be assessed and no prosecution for a misdemeanor may occur until the person alleged to be in violation has been

notified of each violation. Each separate day of a continued violation constitutes a new violation for civil or criminal purposes, once said party has been given notification of each violation, as set forth above. In addition to any applicable civil penalties, any person who negligently, willfully, or intentionally violates any provision of this article shall be guilty of a misdemeanor and shall be punished within the jurisdictional limits of magistrate's court. Upon conviction, a person who violates this article may be fined not more than \$500.00 or confined for not more than 30 days for each violation.

- (b) The County Engineering Division shall determine the amount of the civil penalty to be assessed under this section for violations under its jurisdiction. It shall make written demand for payment upon the Person Responsible for the violation and set forth, in detail, the violation for which the penalty has been invoked. If payment is not received within 30 days after demand for payment is made, a civil action may be filed in the circuit court in the County to recover the amount of the penalty.
- (c) Where the County is fined and/or placed under a compliance schedule by the state or federal government for a violation(s) of its NPDES permit, and the County can identify the person(s) who caused such violation(s) to occur, the County may assess the penalty and cost of compliance against that Person(s) Responsible as a civil penalty.
- (d) The County may institute injunctive, mandamus or other appropriate action or proceedings at law or equity, including criminal conviction, for the enforcement of this article or to correct violations of this article, and any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus or other appropriate forms of remedy or relief.

**Secs. 9.5-36. to 9.5-50. – Reserved.**

### **ARTICLE III – PLAN AND APPLICATION**

#### **DIVISION 1. – PLAN AND APPLICATION**

**Sec. 9.5-51. - Standards and requirements for preparation of Stormwater Management and Sediment Control Plans.**

- (a) Stormwater Management and Sediment Control Plan submittal requirements shall be included in the Florence County Stormwater Management Design Manual and/or

the Sediment and Erosion Control Plan Review Checklist for Design Professionals.

- (b) The County Engineering Division shall require that plans and design reports be sealed by a qualified design professional and certified that the plans have been designed in accordance with this article and all other relevant and applicable Sediment and Stormwater laws and regulations.
- (c) The Person Responsible for the Land Disturbing Activity shall submit as-built or record document plans for all plans that include any structural BMPs. In addition, the Person Responsible for the Land Disturbing Activity is required to submit written certification from the professional engineer, landscape architect or tier B land surveyor responsible for the field supervision of the Land Disturbing Activity that the Land Disturbing Activity was accomplished in substantial accordance with the approved Stormwater Management and Sediment Control Plan.
- (d) Additional information necessary for a complete project review may be required by the County Engineering Division as deemed appropriate. This additional information may include items such as location of public sewers, water lines, septic fields, wells, etc.
- (e) The Florence County Stormwater Design Manual, DHEC Stormwater BMP Handbook, and BMP Field Manual includes a list of acceptable BMPs, including their specific design performance criteria and operation and maintenance requirements for each Stormwater practice. Copies of these documents may be obtained through the Florence County Engineering Division, local DHEC office or can be downloaded from the Stormwater section of the Florence County and DHEC website.
- (f) Specific Florence County requirements, Erosion and Sediment Control BMPs and Post-Construction Water Quality BMPs to be used in the Stormwater Management and Sediment Control Plan are included in the Florence County Stormwater Design Manual.

**Secs. 9.5-52. to 9.5-60. – Reserved.**

#### **ARTICLE IV. – MAINTENANCE REQUIREMENTS**

##### **DIVISION 1. – MAINTENANCE REQUIREMENTS**

**Sec. 9.5-61. - Permanent Stormwater maintenance requirements.**

- (a) The Person Responsible for permanent maintenance of all completed Stormwater Management practices shall perform, or cause to be performed, preventive maintenance to ensure proper functioning.
- (b) Where permanent Stormwater BMPs are employed, the Person(s) Responsible for maintenance shall execute a permanent Stormwater Management maintenance agreement to assure proper maintenance of BMPs in accordance with the approved plan. The maintenance agreement shall also specify responsibilities for financing permanent maintenance with options that may include (1) the property owner, (2) a homeowner's association, provided that provisions for financing necessary permanent maintenance are included in deed restrictions or other contractual agreements, or (3) other financing mechanisms acceptable to the County.
- (c) The County Engineering Division and any other permitting authority must be notified in writing of any changes in maintenance responsibility for the Stormwater BMPs at the site. This requirement shall be included in the maintenance agreement.
- (d) Periodic Post-Construction inspections may also be performed by the County Engineering Division. These inspection reports shall be maintained by the County Engineering Division on all Detention and Retention Structures and shall include the following items, as applicable:
- (1) The date of inspection.
  - (2) The name of the inspector.
  - (3) The condition of, if applicable:
    - a) Vegetation;
    - b) Spillways;
    - c) Embankments;
    - d) Reservoir area;
    - e) Outlet channels;
    - f) Underground drainage;
    - g) Sediment load; or
    - h) Other items which could affect the proper function of the structure.

- (4) Description of needed maintenance.
- (e) The County Engineering Division shall provide procedures to ensure that deficiencies identified by inspections are rectified. The procedures shall include the following:
  - (1) Notification to the Person Responsible for maintenance of deficiencies including a time frame for repairs;
  - (2) Subsequent inspection to ensure completion of repairs; and
  - (3) If repairs are not undertaken or not performed properly, the Person Responsible may be assessed a civil and/or a criminal penalty as provided in section 9.5-35 and/or referred to SCDHEC.

**Sec. 9.5-62. - Off-site damage correction.**

- (a) The following criteria shall be used by the County Engineering Division in evaluating and remedying off-site damages resulting from the Land Disturbing Activity:
  - (1) Determine the extent of damage by Sediment resulting from the Land Disturbing Activity;
  - (2) Determine the classification of the impaired waterbody, if any;
  - (3) Determine the impact and severity of the damage resulting from noncompliance with or lack of an approved Stormwater Management and Sediment Control Plan;
  - (4) Attempt to develop an agreement for cleanup and corrections, including a schedule of implementation between the damaged landowner(s) and the owner/custodian of the property causing the damage;
  - (5) Evaluate alternatives for correction of the damage and prevention of future damage.
- (b) The unreasonable failure of the owner/custodian of the property that is causing the damage to implement the agreement with the damaged landowner(s) will constitute a violation of this article.
- (c) In cases of flooding, where the County Engineering Division has determined the



cause of flooding issues in an area are due to, but not limited to; BMPs such as silted detention or retention basins, clogged ditches, inlet basins, culverts, and the cause of impaired BMPs is due to; improper maintenance, neglect, or intentional compromising of affected BMPs, the County Engineering Division will send notice to the owner/custodian of property that is the cause of the flooding. The notice will state the problem and include potential solutions to correct the problem. The notice shall establish a deadline for remediation of the problem. The notice shall advise that, should the owner fail to remedy the situation within the allotted time frame, the County Engineering Division, at its discretion, may perform the work or contract the work to be performed, and that the expense of the remediation work shall be charged to the owner. In performing the work, the County Engineering Division does not assume any future responsibility to ensure proper maintenance and operation of said BMP.

**Secs. 9.5-63. to 9.5-70. - Reserved**

## **ARTICLE V. – ILLICT DISCHARGES**

### **DIVISION 1. – ILLICT DISCHARGES**

**Sec. 9.5-71. - Applicability.**

This division shall apply to all water entering the County Storm Drain System or County watercourses generated on any developed and undeveloped lands unless explicitly exempted by the NPDES permitting authority.

**Sec. 9.5-72. - Administration.**

The County Engineering Division shall administer and implement the provisions of this division of this article. Other duly authorized officers of the County may also enforce provisions of this article.

**Sec. 9.5-73. - Discharge Prohibitions.**

(a) Prohibition of Illegal Discharges

- (1) No person shall discharge or cause to be discharged into the Storm Drain System or watercourses any materials, including but not limited to Pollutants or waters containing any Pollutants, that cause or contribute to a violation of applicable Water Quality standards other than Stormwater.
- (2) This prohibition includes spillage or leakage of leachate during transport from all vehicles used to collect and/or transport municipal solid wastes into the storm drain system or County watercourses.
- (3) The commencement, conduct or continuance of any illegal discharge to the Storm Drain System is prohibited except as follows:
  - a) Water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated – typically less than one part per million chlorine), firefighting activities, and any other water source not containing Pollutants.
  - b) Discharges specified in writing by DHEC or the United States Environmental Protection Agency (EPA) as being necessary to protect public health and safety.
  - c) Dye testing is an allowable discharge, but requires a verbal notification to the County Engineering Division 10 days prior to the event.
  - d) The prohibition shall not apply to any non-Stormwater discharge permitted under an NPDES Permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and all other applicable laws and regulations, provided that written approval has been granted for any discharge into the Storm Drain System.

(b) Prohibition of Illicit Connections

- (1) The construction, use, maintenance, or continued existence of Illicit Connections to the Storm Drain System is prohibited.

- (2) This prohibition expressly includes, without limitation, Illicit Connections made in the past, regardless of whether the connection was permissible under law or practices applicable at the time of connection.
- (3) A person is considered to be in violation of this article if the person connects to a line conveying Wastewater or any other non-Stormwater discharge to the SMS4, or allows such connection to continue.

#### **Sec. 9.5-74. - Exemptions.**

(a) The following discharges do not require NPDES permits:

- (1) Any discharge of sewage from vessels, effluent from properly functioning marine engines, laundry, shower, and galley sink wastes, or any other discharge incidental to the normal operation of a vessel. This exclusion does not apply to rubbish, trash, garbage, or other such materials discharged overboard; nor to other discharges when the vessel is operating in a capacity other than as a means of transportation such as when used as an energy or mining facility, a storage facility or a seafood processing facility, or when secured to a storage facility or a seafood processing facility, or when secured to the bed of the ocean, contiguous zone or waters of the State for the purpose of mineral or oil exploration or development.
- (2) Discharges of dredged or fill material into waters of the United States which are regulated under section 404 of the Clean Water Act (CWA).
- (3) The introduction of sewage, industrial wastes or other Pollutants into publicly owned treatment works by indirect dischargers. Plans or agreements to switch to this method of disposal in the future do not relieve dischargers of the obligation to have and comply with permits until all discharges of Pollutants to waters of the State are eliminated. This exclusion does not apply to the introduction of Pollutants to privately owned treatment works or to other discharges through pipes, sewers, or other conveyances owned by a State, municipality, or other party not leading to treatment works.
- (4) Any discharge in compliance with the instructions of an On-Scene Coordinator pursuant to 40 CFR Part 1510 (The National Oil and Hazardous Substances Pollution Plan) or 33 CFR 153.10(e) (Pollution by Oil and Hazardous Substances).
- (5) Any introduction of Pollutants from non-point-source agricultural and silvicultural activities, including Stormwater runoff from orchards, cultivated crops, pastures, range lands, and forest lands, but not discharges from concentrated animal feeding operations, discharges from concentrated aquatic animal production facilities, discharges to aquaculture projects, and discharges from silvicultural point sources.

- (6) Return flows from irrigated agriculture.
- (7) Discharges into a privately owned treatment works, except as DHEC may otherwise require in its regulations.

**Sec. 9.5-75. - Suspension of SMS4 Access.**

- (a) The County Engineering Division may, without prior notice, suspend SMS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, or to the health and welfare of persons, or to the SMS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the County Engineering Division may take such steps as deemed necessary to prevent or minimize damage to the SMS4 or waters of the United States, or to minimize danger to persons.
- (b) Any person discharging to the SMS4 in violation of this article may have their SMS4 access terminated if such termination would abate or reduce an illicit discharge.

**Sec. 9.5-76. - Unauthorized Connection.**

It shall be unlawful for any person to make any connection to the SMS4 without written permission, or to reconnect access when it has been suspended or terminated due to an illicit discharge without the prior approval of the County Engineering Division.

**Sec. 9.5-77. - Litter and Refuse Control**

- (a) It shall be unlawful for any person to throw litter, garbage, vegetative matter, bottles, cans, or containers upon public right-of-way or property or the premises of another without permission of the owner.
- (b) It shall be the duty of the property owner to keep piles of leaves out of any gutter, inlet, catch basin or ditch.
- (c) It shall be unlawful to place yard waste into any storm drain, stream, or conveyance where concentrated Stormwater flows will wash such wastes into the storm sewer system or County watercourse.

**Sec. 9.5-78. - Monitoring of Discharges.**

- (a) This section applies to all facilities that have Stormwater discharges associated with industrial activity, including Construction Activity, or in the investigation of an Illicit Connection to the storm drain system or County watercourses.
  - (1) The County Engineering Division shall be permitted to enter and inspect facilities subject to regulations under this article as often as may be necessary to determine compliance with this article. If a discharging facility has security measures in force that require proper identification and clearance before entry into its premises, the facility shall make the necessary arrangements to allow access to representatives of the County Engineering Division.
  - (2) Facility operators shall allow the County Engineering Division ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES Permit to discharge Stormwater, and the performance of any additional duties as defined by state and federal law.
  - (3) The County Engineering Division shall have the right to set upon any permitted facility such devices as are necessary in the opinion of the County Engineering Division to conduct monitoring and/or sampling of the facilities Stormwater discharge.
  - (4) The County Engineering Division has the right to require the discharging facility to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the facility at its own expense. All devices used to measure Stormwater flow and quality shall be calibrated to ensure its accuracy.
  - (5) If the County Engineering Division has been refused access to any part of the premises from which Stormwater is discharged, and it is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the County may seek issuance of a search warrant from any court of competent jurisdiction or refer the case to DHEC.

**Sec. 9.5-79. Notification of Spills**

- (a) Notwithstanding other requirements of law, as soon as any Person Responsible for a facility or operation, or responsible for emergency response for a facility or operation

has information of any known or suspected releases of materials which are resulting or may result in illegal discharges or Pollutants discharging into Stormwater, the SMS4, or waters of the United States, that person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release, and in addition to other notification requirements, the person shall notify the County Engineering Division in person, by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the County's Public Works Department, Stormwater Division within three business days of the original notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

- (b) For facilities that operate under existing NPDES permits for Stormwater discharge, spill reporting shall be made to the permitting authority in accordance with the permit. The County Engineering Division shall be provided with copies of any written notification required by the NPDES permitting authority.

#### **Sec. 9.5-80. Enforcement**

- (a) Whenever the County Engineering Division finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the County Engineering Division may order compliance by written notice violation to the Person Responsible. Such notice may require without limitation:
  - (1) The elimination of Illicit Connections or discharges;
  - (2) That violating discharges, practices or operations shall cease and desist;
  - (3) The abatement or remediation of Stormwater pollution or contamination hazards and the restoration of any affected property; and
  - (4) The implementation of source control or treatment BMPs.
- (b) If abatement of a violation and/or restoration of the damaged property is required, the notice shall set forth a deadline for remediation or restoration to be completed. The notice shall advise that, should the violator fail to remediate or restore within the established deadline, the County Engineering Division or a contractor will do the work and the expense thereof shall be charged to the violator.

#### **Sec. 9.5-81. Penalties**

Any person found to be in violation of the prohibition of illicit discharges that fails to comply with a compliance directive issued by the County Engineering Division referenced in the previous Section shall be subject to any and all applicable penalties as set forth in Section 9.5-35 of this ordinance. Each day in violation of the provisions shall

constitute a separate and distinct offense. The penalties shall be in addition to the remedial process provided for in this Ordinance.

#### **Sec. 9.5-82. Remedies Not Exclusive**

The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

**Secs. 9.5-83. to 9.5-90. - Reserved**

### **ARTICLE VI – DRAINAGE**

#### **DIVISION 1. – DRAINAGE**

##### **Sec. 9.5-91. - Drainage.**

- (a) Every proposed development must have a drainage system which shall be designed by a registered engineer and constructed by the developer to provide for the proper drainage of surface water of the development and the drainage area of which it is a part; to permit the unimpeded flow of natural watercourses; and to provide positive drainage away from on-site sewage disposal facilities. The subdivider/developer's responsibility shall include those drainage facilities to discharge such developer's storm runoff to an existing facility outside the secondary area capable of receiving the runoff with no adverse effects.
- (b) A drainage study and report shall be prepared by a registered engineer engaged by the developer. This report shall include both existing and proposed drainage conditions and shall include an evaluation of the ability of the proposed drainage facilities and other improvements pertaining to drainage or flood control within the development to handle any runoff generated by the development. The report will also contain a section devoted to the analysis of the downstream drainage facilities and its ability to handle existing flow and any increased flow from the development. The report shall also contain the following items:

- (1) Calculated estimates of the quantity of Stormwater entering the development naturally; also, estimates of such water when the upper watershed area shall have been developed for the maximum land use permitted under the official land use plan.
  - (2) Existing conditions of the watershed that may affect the proposed development, such as subsoil type, positive drainage channels, obstructions and the like.
  - (3) Quantities of flow at each pickup point.
  - (4) Estimates of temporary erosion and pollution controls necessary while the development is under construction.
  - (5) Description of major, primary and secondary systems. The report shall include an evaluation of proposed facilities under both frequent and infrequent storms. (2-year, 10-year, 25-year, 50-year, 100-year).
  - (6) Drainage analysis for minor developments. Minor development projects as defined in Article I of this chapter shall also be studied in order to determine the adequacy of any existing storm drainage systems or the effect on proposed improvements. The County Engineer may require as much or as little of the above information as needed to conduct an appropriate drainage analysis of the site plan, grading plan, or storm drainage analysis of the site plan, grading plan, or storm drainage plans submitted to the County as part of the requirements of the site plan needed for a zoning certificate and building permit. The County Engineer may waive the requirement that a registered professional engineer conduct the drainage study for minor developments.
- (c) In designing storm drainage facilities, special consideration shall be given to the avoidance of problems which may arise from concentration of Stormwater runoff onto adjacent developed or undeveloped properties.
- (d) Storm drainage facilities shall be designed to handle the anticipated peak discharge from the property being developed and the anticipated increase in runoff that will occur when all property at a higher elevation in the same drainage area is fully developed.
- (e) In those instances when underground piped storm drainage facilities are reasonably accessible to the proposed development, the developer shall connect such developer's on-site drainage system to the public system based on standard storm drainage design practices or other special design standards deemed necessary by the County Engineer.



(f) Drainage easements shall be provided in accordance with the following criteria:

- (1) Where development is traversed by a drainage facility, adequate areas for storm drainage, including ponding, shall be allocated, conforming substantially with the lines of such drainage facility, and of sufficient width to carry off storm drainage and provide for maintenance and improvement of the drainage facility. An adequate access easement for maintenance and equipment is required. Generally, for underground storm drain pipe, the minimum width of the easement shall be not less than 20 feet or the outside diameters of the pipes in feet plus eight feet each side of the pipe whichever is greater. Where open improved drainage channels, paved or unpaved, are permitted, the width of the easement shall be a minimum of three feet on one side measured at the intersection of the existing ground and channel cut plus the width of the channel at the top or ground level, plus 15 feet on the opposite side to allow equipment to enter for maintenance operations. Depending on the design of the paved channel, this requirement may be reduced to not less than ten feet on one side.
- (2) The location of any surface or underground drainage facilities shall not be changed without the approval of the County Engineer.

**Sec. 9.5-92. - Drainage system standards.**

- (a) All streets shall be provided with an adequate storm drainage system consisting of curbs, gutters, and storm sewers.
  - (1) All streets shall be designed so as to carry the Stormwater drainage of at least the street itself and adjacent property.
  - (2) Curb drainage inlets shall be provided at appropriate intervals along streets with curb and gutter drainage facilities. These inlets shall connect to a storm drain system and a drainage inlet structure with a protective grating shall be installed in accordance with standard specifications of the State Department of Highways and Public Transportation.
  - (3) Inlet spacing and capacity shall be adequate to limit the spread of water into the street and to maintain pedestrian walks and street crosswalks free of standing water.
  - (4) Where driveways connect to existing streets with side ditch drainage facilities, a culvert shall be provided under such driveway as required by the County Engineer.

The minimum pipe size is 15 inches and shall conform to standard specifications of the state department of highways and public transportation.

- (5) All streets having curb and gutter shall not allow Stormwater flow across intersections and/or driveways and shall have a suitable cross-gutter system.
- (b) The design of the off-street drainage system shall include the watershed that affects the subdivision and shall be extended to a watercourse or ditch adequate to receive the storm drainage. The design shall be in accordance with the following requirements:
  - (1) When the drainage system is outside of the street right-of-way, the subdivider shall provide all required easements in accordance with section 9.5-91(f).
  - (2) Open ditch drainage may be used, provided that such ditches are "V" ditches with side slopes not exceeding one to three (1:3) ratio, (one vertical to three horizontal) and a maximum depth of two feet. Where open ditches meeting these requirements are not adequate to provide satisfactory storm drainage, an underground piped system shall be installed as required by the County Engineer. These open ditches shall be protected from erosion by either sodding or seeding as approved by the County Engineer.
  - (3) No open natural major storm drainage course shall be permitted within 75 feet of the rear or side of a building as measured from the building to the top of the edge of the drainage facility or vice versa, unless exceptional site planning opportunity is afforded and the improvement will not be jeopardized by flooding or erosion.
  - (4) Off-street drainage from private parking lots or other buildings/uses shall be channeled to and collected at one or more catch basins located on the private property of the development and piped underground to any reasonably accessible existing storm drainage facility. Such surface storm runoff shall not be allowed to flow over public sidewalks.

**Sec. 9.5-93. - Areas subject to flooding; floodplain management administrator.**

The Zoning Administrator shall be the floodplain manager for developments in the County.

**Sec. 9.5-94. - Methods of calculating stream flow and runoff.**

- (a) Minimum design frequencies for calculating rainfall runoff:
  - (1) Residential – (25 – years)
  - (2) Light industrial and commercial – (25 – years)
  - (3) Heavy industrial and high-value commercial – (50 – years)
  - (4) Any development in a FEMA regulated flood zone – (100 – years)
- (b) Variance in design frequency shall depend upon the density of development, existing and expected; value of development; and cost effectiveness of design. Minimum design frequency may be used if approved by the County Engineer. The following formula and values may be used for calculating all stream flow and runoff for the policies and regulations established herein:
  - (1) Runoff from drainage areas of 20 acres or less may be determined by the "Rational Formula". ( $Q=C*I*A$ )
  - (2) The size of closed storm sewers, open channels, culverts, and bridges may be determined by using the "Manning Formula" which may be modified for use with runoff determined by the "Rational Formula". ( $Q=(1.486/n)*R^{2/3}*S^{1/2}*A$ )
  - (3) The rational method may not be used for calculating flows for sizing Stormwater detention/retention facilities or for any drainage areas greater than 20 acres. In these cases all hydrologic computations shall be accomplished using a volume based hydrograph method acceptable to the County.

**Sec. 9.5-95. - Natural primary and/or major drainage channel requirements.**

- (a) All natural primary and/or major drainage channels which are located within or along the property line of an improvement, development or subdivision shall be protected and improved by the developer as follows:
  - (1) The existing channel lying within or along the property line of the subdivision or parcel of land proposed for development or redevelopment shall be cleaned to provide for the free flow of water. The existing channel shall be cleaned to provide free flow of water, straightened, widened, levied or diked, or otherwise improved to the extent required to prevent overflow from a 50-year frequency flood. Improvements shall

extend beyond the limits of the dedicated drainage easement provided in section 9.5-91(f) sufficient to provide compliance.

- (2) Site improvement shall provide for the grading of all building pads to an elevation where all building pads will not be subject to overflow from 100-year flood event and in a manner that will provide for a rapid runoff of Stormwater.
- (3) Whenever channel improvements are carried out, sodding, back-sloping, cribbing, and other bank protection shall be designed and constructed to control erosion for the anticipated conditions and flow resulting from a 50-year frequency rainfall.
- (4) An existing natural drainage channel shall not be located in a street easement unless it is placed in an enclosed storm drain system except under the following conditions:
  - a) Where a paved street surface at least two lanes wide is provided on both sides of a paved channel so as to provide access to abutting properties.
  - b) When a condition exists as outlined above, adequate space shall be dedicated as right-of-way to provide for maintenance of the paved drainage channel.
- (5) Culverts, bridges and other drainage structures shall be constructed in accordance with the specifications and design criteria of the County when the County shall have present or future maintenance responsibility.
- (6) No open natural storm drainage course shall be permitted within 75 feet of the rear or side of a building as measured from the building to the top of the edge of the drainage facility or vice versa, unless exceptional site planning opportunity is afforded and the improvement will not be jeopardized by flooding or erosion.

**Sec. 9.5-96. - Secondary drainage and/or minor drainage channel requirements.**

- (a) All secondary drainage channels which are within, or immediately adjacent to, an improvement, development or subdivision shall be protected and improved by the developer as follows:
  - (1) Secondary drainage channels which have a primary function of collecting surface water from adjacent properties or intercepting and diverting side hill drainage shall be underground and piped.
  - (2) Developments:

- a) In single-family residential, duplex or apartment/townhouse/condominium development, site grading shall be carried out in such a manner that surface water from each dwelling lot will flow directly to a storm drain system, sodded swale, or paved street with storm drainage without crossing more than four adjacent lots in overland flow and with no adverse effects to adjacent property.
  - b) In commercial, industrial and institutional development, roofs, paved area, yards, courts and courtyards shall be drained into a storm drain system.
- (3) Surface water collected on streets shall be diverted to storm drains at satisfactory intervals to prevent overflow of six-inch high curbs during a 25-year frequency rain for the area and grades involved. Design frequency may vary with the classification of street, highway, or land use in the area. Drainage area allowed for surface flow on streets at point of diversion shall not exceed 20 acres, regardless of flow.
  - (4) Drainage easement of satisfactory width to provide working room for construction and maintenance shall be provided for all storm drains as detailed in section 9.5-91(f).

**Sec. 9.5-97. - Major channel requirements.**

- (a) All major channels which are located outside the floodplain area as defined by the Federal Emergency Management Agency's flood insurance study and maps, or the U.S. Army Corps of Engineers, whichever is most appropriate to the situation, and which are located within or immediately adjacent to an improvement or subdivision shall be protected and improved by the developer as follows:
  - (1) The existing channel shall be cleaned to provide free flow of water, straightened, widened, levied or diked, or otherwise improved to the extent required to prevent overflow from a 50-year frequency flood.
  - (2) Site improvements shall be in accordance with the provisions of the County's adopted zoning ordinance.

**Sec. 9.5-98. - Bridge and culvert requirements.**

All flow of water across continuous streets or alleys shall be through culverts or bridges. Bridges and culverts shall be sized to accommodate a 50-year frequency rain. Design of bridges

and culverts shall conform to County and construction specifications of the State Department of Highways and Public Transportation, and approved by the County Engineer.

**Sec. 9.5-99. - Closed storm drain system.**

Closed storm drain system shall be constructed of pre-cast, prefabricated pipe, or built in place of closed box design to conform to County and construction specifications of the State Department of Highways and Public Transportation. Sizing shall be calculated by the "Manning Formula." However, storm drains carrying runoff from streets may be designed to serve the design frequency rainfall for the drainage area involved, provided that overflow from a 100-year frequency rainfall can reach a suitable outlet without inundating any building pad.

**Sec. 9.5-100. - Open paved storm drainage.**

Open paved storm drainage channels shall be constructed in accordance with County specifications. Side slopes above the paved section shall be shaped and sodded on a slope of three horizontal to one vertical or flatter. Fences shall not be located any more than one foot (measured horizontally) from the right-of-way/easement line as provided for in section 9.5-91(f).

**Sec. 9.5-101. - Areas outside subdivision or development.**

County reserves the right to require improvements to preclude any backup of tail water inundating any areas outside of the dedicated drainage easements in the subdivision or development as a result of a 50-year frequency flood.

**Sec. 9.5-102. - Existing open ditches.**

At the time of development, any existing man-made waterway shall be included in the Stormwater management plan. Modifications, including piping, may be required by the County.

**Sec. 9.5-103. - Review by County Engineer.**

Prior to authorization of any building permit by the County Building Department, the County Engineer shall review and approve all such stream flow, runoff calculations, and drainage plans as such engineer may require of a developer under the terms of this article. The County Engineer shall have final authority of engineer interpretations of all required fifty (50)-year and one-hundred (100)-year flood elevations necessary to this article and shall report the findings to the County's Floodplain Management Administrator for appropriate action.

**Sec. 9.5-104. - Application and enforcement of this article.**

- (a) Sufficient inspections shall be made to insure compliance with the specifications set forth in this article. A registered engineer, employed by the developer and approved by the County Engineer, may certify in writing to the County Engineer that such engineer has inspected each phase of the construction of the storm drainage improvements required in this article and said inspection certification shall meet the terms of this article. The County Engineer, however, shall make a final inspection of said improvements before accepting said improvements for dedication to the County for permanent maintenance.
- (b) No zoning certificate or building permit shall be issued for any new building or development by the zoning secretary or codes enforcement division without a written statement from the County Engineering division stating that the storm drainage facilities for said property and building meet all of the requirements of this article.
- (c) The County Council may amend the regulations or provisions of this article after study and a written report by the Planning Commission and the holding of a public hearing as required by law.
- (d) Any violation of these regulations will be a misdemeanor and upon conviction is punishable as provided by law.

**Sec. 9.5-105 - Variations and exceptions.**

- (a) Whenever strict compliance with these regulations would result in extraordinary hardship or injustice to the subdivider because of unusual topography, unusual size or shape of the property, or unusual conditions in surrounding property or development, the planning commission, acting only upon the written concurrence of the County Engineer, may modify, vary or waive such regulations in order that the subdivider or developer may subdivide or develop the property in a reasonable manner, provided that such modification, variation or waiver will not nullify the intent or purpose of this article and that the public welfare, interest of the County and the surrounding area shall be protected. Any such variance, together with reasons therefore, shall be entered upon the minutes of the planning commission.
- (b) In granting modifications, variations or waivers, the planning commission may impose such other reasonable conditions as well, in its judgment, in order to justify such modification, variation or waiver and still maintain the objectives of these regulations.
- (c) Each modification, variation or waiver of these regulations sought by a subdivider or developer shall be applied for specifically on forms supplied by the planning and development division, copies of which shall be forwarded to the County Engineer for

such engineer's review and comments and an evaluation of such submitted to the planning and development division and the County planning commission.

**Sec. 9.5-106. - Interpretation and conflict.**

In interpreting and applying the provisions of this article, the provisions shall be held to be minimum requirements necessary to uphold the purpose of this article. It is not intended by this article to interfere with or abrogate or annul any easements, covenants, or other agreements between parties; provided, however, where this article imposes greater restriction on the subdivision and/or use of buildings or land, or requires more open spaces or more stringent development standards than required by other resolutions, ordinances, rules or regulations, or by easements, covenants, or agreements, the provisions of this article shall govern. When the provisions of any other statute require more restrictive standards than are required by the regulations of this article, the provisions of the more restrictive statute shall govern.

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

ATTEST:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

SIGNED:

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:



## FLORENCE COUNTY COUNCIL MEETING

Thursday, May 16, 2013

**AGENDA ITEM:** Ordinance No. 35-2012/13  
Introduction

**DEPARTMENT:** Florence County Planning and Building Department / 

### **ISSUE UNDER CONSIDERATION:**

[An Ordinance To Amend The Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance Techniques In Lieu Of Completion Of All Improvements, Sec. 28.6-100 – Reduction Of Guarantee, And Sec. 28.6-101. – Release Of Guarantee.; And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

### **POINTS TO CONSIDER:**

1. Chapter 28.6 – Land Development and Subdivision Ordinance was adopted August 16, 2007.
2. The Planning Commission and Florence County Planning and Building Department staff developed the amendments to simplify the process in which a project can be accepted in lieu of full completion. It also gives developers a clear process of what is expected of them if they chose to provide a financial guarantee.

### **OPTIONS:**

1. *(Recommended)* Approve as Presented.
2. Provide an Alternate Directive.

### **ATTACHMENTS:**

1. Ordinance No. 35-2012/13 Existing w/Markup
2. Ordinance No. 35-2012/13 New Proposed
3. Staff report for PC#2013-06

Sponsor(s)	: Planning and Building Department I, _____.	
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that this
Planning Commission Public Hearing	: April 23, 2013	Ordinance was advertised for
Planning Commission Action	: April 23, 2013 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: May 16, 2013	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 35-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Amend The Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance Techniques In Lieu Of Completion Of All Improvements, Sec. 28.6-100 – Reduction Of Guarantee, And Sec. 28.6-101. – Release Of Guarantee; And Other Matters Related Thereto.]**

**WHEREAS:**

1. Periodic amendments need to be made to the Code to facilitate an efficient procedure and uniformity with County Laws and regulations; and
2. In recognition that the progress of development, systems and processes can change the efficacy of previously adopted ordinances and standards; and
3. The amendment procedure established in the Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance has been followed by the Florence County Planning Commission at a public hearing on April 23, 2013.

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

1. The Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance techniques in lieu of completion of all improvements, Sec. 28.6-100 – Reduction of guarantee, and Sec. 28.6-101. – Release of guarantee is hereby amended to read as follows:

**Sec. 28.6-98. - Acceptance techniques in lieu of completion of all improvements.**

- (a) ~~In lieu of requiring the completion of all improvements prior to final plat approval, the county administrator may, at his/her discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by this chapter, or otherwise specified by the planning commission, in a manner satisfactory to the county administrator. Any funds unused by the county to complete said~~

improvements shall be returned to the subdivider. Financial guarantees may be posted in lieu of completing improvements required by these regulations to allow for the recording of a final plat or to obtain building permits for properties for which ownership will be transferred. Acceptance of financial guarantees is discretionary and the County Administrator reserves the right to refuse a financial guarantee for any remaining improvements and require that such improvements be completed before the recording of a final plat or issuance of building permits. Acceptance of a financial guarantee by the County Administrator shall not be construed as an obligation to any other agency, utility or property owner within affected developments

- (b) Prior to the granting of final plat approval by the planning commission, the county administrator and subdivider shall agree upon a deadline for the completion of all required improvements; such deadline not to exceed one (1) year from the date of final plat approval. The county administrator shall have the right to extend the deadline for one (1) additional year where the subdivider can present substantial reason for doing so. Florence County shall not approve a subdivision guarantee until a copy of the SC DHEC "Approval To Place Into Operation" for water and sewer systems are provided. An engineer's cost estimate for financial guarantees shall be submitted to the Florence County Engineering Division and follow the procedures enumerated below. Failure to follow these procedures may delay the approval of such guarantee and recording of a final plat or issuance of building permits.

(1) An itemized cost estimate shall be submitted for the improvements that the financial guarantee will cover. Such estimate shall bear the original signature and seal of a licensed professional engineer, be on company letterhead, and be in a form acceptable to the Florence County Engineering Division. Cost estimates may include, but are not be limited to the following:

- a. Storm drainage systems and erosion control measures.
- b. Street improvements including curbs, gutters, temporary culs-de-sac and required grassing or landscaping within rights-of-way or easements.
- c. Street monuments.
- d. Street intersection lighting.

(2) The Florence County Engineering Division will determine if the proposed cost estimate is consistent with the prevailing costs for construction materials. Upon such determination, the Engineering Division will inform the Planning Department that the cost estimate is acceptable and a financial guarantee for the proposed amount may be submitted.

(c) ~~To secure this contract, the subdivider shall provide, subject to this approval, of the county administrator one of the following guarantees:~~The County Administrator may accept letters of credit as financial guarantees to ensure the completion of public improvements in accordance with the requirement enumerated below.

(1) ~~Escrow account.~~ The subdivider shall deposit cash or other instrument readily convertible into cash at face value, either with the county, or in escrow with a financial institution in the State of South Carolina. The use of any instrument other than cash, and, in the case of an escrow account, and the financial institution with which the funds are deposited, shall be subject to the approval of the county. The amount of the deposit shall be at least equal to the cost of installing all required improvements plus ten percent, as estimated by the subdivider and approved by the planning commission staff engineer and the county.

In the case of an escrow account, the subdivider shall file with the county an agreement between the financial institution and himself guaranteeing the following: Approved guarantees shall be independent of the development project's construction loan. The County Administrator will not accept any guarantee that requires drawdowns for monthly expenditures. Payment of monthly expenditures is the sole responsibility of the developer and does not affect the amount of money held by Florence County. Approved letters of credit shall adhere to the following standards:

- ~~a. That the funds of said escrow account shall be held in trust until released by the county and may not be used or pledged by the subdivider as security in any other matter during that period.~~
- ~~b. And that in the case of a failure on the part of the subdivider to complete said improvements, then the financial institution shall immediately make the funds in said account available to the county for use in completion of those improvements.~~
- a. Be equal to 125 percent of the approved cost estimate.
- b. Be issued for an initial coverage period not less than 12 months from the date that the final plat is submitted for recording.
- c. Be irrevocable, unconditional and subject to presentation for drawing within the State of South Carolina. Upon consent of the issuing institution and Florence County, facsimile drawing may be permitted. In no instance shall a letter of credit only include a facsimile number for the purpose of potential drawing.
- d. Be payable to Florence County.
- e. Be for no less than \$10,000.00 of construction.
- f. Substantially conform to the format shown in Appendix B.

~~(2) Real Property Escrow. The subdivider may offer real property as a guarantee. The value of any such property shall be at least equal to the cost of all contracted improvements, as estimated by the subdivider and approved by the planning commission staff engineer and county administrator, plus ten percent. The county tax assessor shall establish the value of any property so used and, in so doing, shall take into account the likelihood of a decline in the value of said property during the guarantee period. The county shall retain the right to reject the use of any property when the value of such property is sufficiently unstable, when it believes that the property will be unusually difficult to sell, or for other reasons such as will inhibit the county from exchanging the property for a sufficient amount of money to complete the required improvements.~~

~~When property is offered as an improvement guarantee, the subdivider shall:~~

- ~~a. Deed, in fee simple, the property to Florence County.~~
- ~~b. Provide title insurance, to the satisfaction of the county.~~
- ~~c. Pay all closing costs, including deed preparation and recording.~~

~~(3) Letter of credit. The subdivider shall provide a letter of credit from a bank or other financial institution or individual. The letter of credit is subject to the approval of the county administrator, and shall certify the following:~~

- ~~a. That the creditor does guarantee funds in an amount equal to the cost plus ten percent for completing all required improvements as estimated by the subdivider, verified by the planning commission staff engineer, and approved by the county administrator.~~
- ~~b. That the letter of credit shall remain valid for a period of two years, unless it is released by the county.~~
- ~~c. That the letter of credit can be released only by the county.~~
- ~~d. That, in the case of failure on the part of the subdivider to complete the specified improvements within the required time period, the creditor shall pay to the county immediately, and without further action, the value of credit stated in the letter.~~
- ~~e. That if the letter of credit is not released by Florence County, within 30 calendar days of its expiration date any remaining amount of credit shall be paid to Florence County by the bank, financial institution, or individual who provides the letter.~~
- ~~f. That the letter of credit is in the county's name and may not be withdrawn, or reduced in amount, unless released by the county.~~

(d) A developer may extend a letter of credit before the expiration date of its initial coverage period. To qualify for an extension a revised construction cost estimate shall be supplied to the Engineering Department showing the improvements that the extended letter of

credit will guarantee. The revised construction cost estimate shall meet the standards enumerated in subsection Sec.28.6-98 (b), above. The extension request must be received thirty days prior to the expiration of the initial coverage period. Upon approval of the revised construction cost estimate, the extended letter of credit shall be provided to the County Administrator no fewer than ten days prior to the expiration date of the letter of credit. The extension may be in the form of an amendment or new letter of credit. Extensions shall be no longer than 1 year and may occur in two six-month extensions. No individual extension shall be for a period less than six-months. If the improvements for which the letter of credit were posted have not been completed within one year, the County Administrator may allow one additional one year extension. Such extension is subject to approval of a revised construction cost estimate. Additional extensions may be considered on a case by case basis.

**Sec. 28.6-100. - Reduction of guarantee.Setup, extensions, and reduction of guarantee.**

~~In those cases where improvement guarantees have been made, the amount of the guarantee may be reduced upon acceptance, in compliance with section 28.6 99, of the dedication of a portion of the required improvements. The amounts of the reduction shall not exceed the percentage of the original improvements just accepted for dedication. In no case, however, shall the guarantee be reduced to less than 15 percent of the original amount, until the project is complete and acceptable.~~

- a) The fees listed below will apply to letters of credit established with Florence County or extended before their expiration. All fees shall be paid at the time of guarantee submittal or prior to the guarantee's expiration. Payment shall not be a portion of the guarantee amount and will be in the form of a cashier's check made payable to Florence County.

Setup	-	-	-	-
\$500.00	plus	\$0.25	for every	\$100.00
Extensions				
\$250.00	plus	\$0.25	for every	\$100.00

- b) A developer may reduce a financial guarantee during the initial coverage period. A request to reduce the financial guarantee shall be submitted to the Planning Department and include a revised construction cost estimate. The Planning Department will forward the revised cost estimate to the Florence County Engineering Division for review. Reductions of financial guarantees will not be allowed within 6-months of any previous reduction request and shall be no less than the greater of 25 percent or \$10,000 of the revised of construction cost estimate. A fee of \$100.00 shall be charged for any letter of credit that is authorized for reduction before its expiration. Requests involving both the reduction and extension of a letter of credit shall be subject to the extension fees listed in subsection Sec. 28.6 – 100. (a) above.

**Sec. 28.6-101. - Release and draw of guarantee.**

- (a) ~~Escrow accounts or letters of credit.~~ Upon acceptance of the project, in accordance with ~~section 28.6-99 of the dedication of the final portion of improvements, the governing body shall authorize the release of any remaining portion of the improvements guarantee.~~ The Planning Department may draw a letter of credit when it has been determined that the improvements for which the financial guarantee were posted will not be completed in accordance with these regulations. Any unexpended funds, once construction is complete, shall be released to the financial institution or responsible entity that posted the guarantee.
- (b) ~~Real property.~~ Upon acceptance of the project, ~~the county will execute a deed transferring the real property back to the developer. This deed must be prepared and filed by the developer.~~ The Florence County Engineering Division shall authorize the Planning Department to release guarantees to the financial institution or responsible entity. Authorization will occur once all improvements have been installed, received final inspection and a warranty financial guarantee (when applicable) has been submitted and approved by the Florence County Engineering Division. In addition, the developer's engineer shall furnish the Engineering Division a letter certifying that all non-county owned or maintained improvements have been completed and accepted by the applicable entities who will own or maintain such improvements. Such letter shall be on company letterhead with an original signature and professional seal.

2. Florence County Code Chapter 28.6 – Land Development and Subdivision Ordinance, is hereby amended with the insertion of the following language:

**Appendix D**

**Format for Letter of Credit**

[ Bank/Issuer name, address and telephone number ]

[ Date ] \_\_\_\_\_ Letter of Credit Number \_\_\_\_\_

Amount: \$ \_\_\_\_\_ U.S.

To: \_\_\_\_\_ The County of Florence, South Carolina

Re: \_\_\_\_\_ Irrevocable Letter of Credit issued on behalf of [Name of developer]

Dear Sirs:

The Issuer opens its Irrevocable Letter of Credit in your favor available in the following manner and on the following terms:

1. Issuer: [ name of bank/issuer ]

2. Beneficiary: The County of Florence, South Carolina, a political subdivision of the State of South Carolina

3. Customer: [ name of developer ]

4. Project: [name of project, site, subdivision ]

5. Obligation of Issuer: The Credit is irrevocable.

6. Transferability: The Credit is to be non-transferable.

7. Total: The sum total of the Credit is \$ U. S.

8. Purpose: To provide surety for a developer's bond required by County Code Section 28.6-98 to ensure construction of required public improvements at [ name of project, site, subdivision ] to include installation of [ list of public facilities to be constructed/installed ] in accordance with the specifications of the County of Florence, South Carolina.

9. Default: In the event that any or all of the above-stated public improvements are not constructed and/or installed in accordance with the specifications of the County of Florence within twelve (12) months from this date, the Beneficiary may upon written notice to Issuer and Customer at the addresses noted herein demand and receive payment from the Issuer in cash in the entire amount of \$ if one of the required public improvements have been constructed and/or installed or in such lesser amount as may be required to complete construction and/or installation of the aforesaid improvements if said improvements have been partially constructed and/or installed. All drafts drawn under this Letter of Credit shall contain the clause "Drawn under [ name of Issuer ] Letter of Credit Number ." This letter of Credit is based on an Engineers Estimate for construction; if cost of construction or repair exceeds the amount of funds designated by this Letter of Credit the owner/developer shall remit those additional funds immediately to the County. By this letter the County of Florence reserves the right to recover any excess costs for completion of the required public improvements from the owner/developer by any legal means necessary.

The Issuer shall have ninety (90) days from the receipt of said notice to effect a cure by procuring completion of construction and/or installation of the aforesaid public improvements in accordance with the specifications of the County of Florence, South Carolina, and thereby receive a refund of any sum paid in default.

10. Addresses:

Issuer:

[name of Issuer]  
[street address]  
[city, state, zip]

Customer:

[name of Customer]  
[street address]



[city.state.zip]

Beneficiary: County of Florence, South Carolina  
c/o County Administrator  
City-County Complex  
180 North Irby Street MSC-G  
Florence, SC 29501

11. Termination: This is a continuing agreement and shall remain in full force and effect until written notice is received by the County of Florence that it has been terminated and revoked.

12. Miscellaneous: This Letter of Credit and the terms hereof shall be binding upon the respective parties, heirs, executors, administrators, successors and assigns. None of the terms of this agreement or its provisions may be waived, altered, modified or amended except in writing signed by the Beneficiary and the Issuer.

13. Applicable Law: This Letter of Credit is to be governed by the Uniform Commercial Code of the State of South Carolina.

Given under our hands this      day of      , 20 .

[ Issuer Bank name ]. Issuer By:

[ Title ]

Seen: \_\_\_\_\_  
Customer

County of Florence, South Carolina, Beneficiary

3. Provisions in the Florence County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of the 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 the Ordinance are severable.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

Sponsor(s)	: Planning and Building Department I, _____.	
Planning Commission Consideration	: April 23, 2013	Council Clerk, certify that this
Planning Commission Public Hearing	: April 23, 2013	Ordinance was advertised for
Planning Commission Action	: April 23, 2013 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: May 16, 2013	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 35-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Amend The Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance Techniques In Lieu Of Completion Of All Improvements, Sec. 28.6-100 – Reduction Of Guarantee, And Sec. 28.6-101. – Release Of Guarantee; And Other Matters Related Thereto.]**

**WHEREAS:**

1. Periodic amendments need to be made to the Code to facilitate an efficient procedure and uniformity with County Laws and regulations; and
2. In recognition that the progress of development, systems and processes can change the efficacy of previously adopted ordinances and standards; and
3. The amendment procedure established in the Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance has been followed by the Florence County Planning Commission at a public hearing on April 23, 2013.

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

1. The Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance techniques in lieu of completion of all improvements, Sec. 28.6-100 – Reduction of guarantee, and Sec. 28.6-101. – Release of guarantee is hereby amended to read as follows:

**Sec. 28.6-98. - Acceptance techniques in lieu of completion of all improvements.**

- (a) Financial guarantees may be posted in lieu of completing improvements required by these regulations to allow for the recording of a final plat or to obtain building permits for properties for which ownership will be transferred. Acceptance of financial guarantees is discretionary and the County Administrator reserves the right to refuse a financial guarantee for any remaining improvements and require that such improvements

be completed before the recording of a final plat or issuance of building permits. Acceptance of a financial guarantee by the County Administrator shall not to be construed as an obligation to any other agency, utility or property owner within affected developments

(b) An engineer's cost estimate for financial guarantees shall be submitted to the Florence County Engineering Division and follow the procedures enumerated below. Failure to follow these procedures may delay the approval of such guarantee and recording of a final plat or issuance of building permits.

(1) An itemized cost estimate shall be submitted for the improvements that the financial guarantee will cover. Such estimate shall bear the original signature and seal of a licensed professional engineer, be on company letterhead, and be in a form acceptable to the Florence County Engineering Division. Cost estimates may include, but are not be limited to the following:

- a. Storm drainage systems and erosion control measures.
- b. Street improvements including curbs, gutters, temporary culs-de-sac and required grassing or landscaping within rights-of-way or easements.
- c. Street monuments.
- d. Street intersection lighting.

(2) The Florence County Engineering Division will determine if the proposed cost estimate is consistent with the prevailing costs for construction materials. Upon such determination, the Engineering Division will inform the Planning Department that the cost estimate is acceptable and a financial guarantee for the proposed amount may be submitted.

(c) The County Administrator may accept letters of credit as financial guarantees to ensure the completion of public improvements in accordance with the requirement enumerated below.

(1)

Approved guarantees shall be independent of the development project's construction loan. The County Administrator will not accept any guarantee that requires drawdowns for monthly expenditures. Payment of monthly expenditures is the sole responsibility of the developer and does not affect the amount of money held by Florence County. Approved letters of credit shall adhere to the following standards:

- a. Be equal to 125 percent of the approved cost estimate.

- b. Be issued for an initial coverage period not less than 12 months from the date that the final plat is submitted for recording.
  - c. Be irrevocable, unconditional and subject to presentation for drawing within the State of South Carolina. Upon consent of the issuing institution and Florence County, facsimile drawing may be permitted. In no instance shall a letter of credit only include a facsimile number for the purpose of potential drawing.
  - d. Be payable to Florence County.
  - e. Be for no less than \$10,000.00 of construction.
  - f. Substantially conform to the format shown in Appendix B.
- (d) A developer may extend a letter of credit before the expiration date of its initial coverage period. To qualify for an extension a revised construction cost estimate shall be supplied to the Engineering Division showing the improvements that the extended letter of credit will guarantee. The revised construction cost estimate shall meet the standards enumerated in subsection Sec.28.6-98 (b), above. The extension request must be received thirty days prior to the expiration of the initial coverage period. Upon approval of the revised construction cost estimate, the extended letter of credit shall be provided to the County Administrator no fewer than ten days prior to the expiration date of the letter of credit. The extension may be in the form of an amendment or new letter of credit. Extensions shall be no longer than 1 year and may occur in two six-month extensions. No individual extension shall be for a period less than six-months. If the improvements for which the letter of credit was posted have not been completed within one year, the County Administrator may allow one additional one year extension. Such extension is subject to approval of a revised construction cost estimate. Additional extensions may be considered on a case by case basis.

**Sec. 28.6-100. - Setup, extensions, and reduction of guarantee.**

- a) The fees listed below will apply to letters of credit established with Florence County or extended before their expiration. All fees shall be paid at the time of guarantee submittal or prior to the guarantee's expiration. Payment shall not be a portion of the guarantee amount and will be in the form of a cashier's check made payable to Florence County.

Setup			
\$500.00	plus	\$0.25 for every	\$100.00
Extensions			
\$250.00	plus	\$0.25 for every	\$100.00

- a) A developer may reduce a financial guarantee during the initial coverage period. A request to reduce the financial guarantee shall be submitted to the Planning Department and include a revised construction cost estimate. The Planning Department will forward the revised cost estimate to the Florence County Engineering Division for review. Reductions of financial guarantees will not be allowed within 6-months of any previous reduction request and shall be no less than the greatest of 25 percent or \$10,000 of the

revised construction cost estimate. A fee of \$100.00 shall be charged for any letter of credit that is authorized for reduction before its expiration. Requests involving both the reduction and extension of a letter of credit shall be subject to the extension fees listed in subsection Sec. 28.6-100. (a) above.

**Sec. 28.6-101. - Release and draw of guarantee.**

(a) The Planning Department may draw a letter of credit when it has been determined that the improvements for which the financial guarantee were posted will not be completed in accordance with these regulations. Any unexpended funds, once construction is complete, shall be released to the financial institution or responsible entity that posted the guarantee.

(b) The Florence County Engineering Division shall authorize the Planning Department to release guarantees to the financial institution or responsible entity. Authorization will occur once all improvements have been installed, received final inspection and a warranty financial guarantee (when applicable) has been submitted and approved by the Florence County Engineering Division. In addition, the developer's engineer shall furnish the Engineering Division a letter certifying that all non-county owned or maintained improvements have been completed and accepted by the applicable entities who will own or maintain such improvements. Such letter shall be on company letterhead with an original signature and professional seal.

2. Florence County Code Chapter 28.6 – Land Development and Subdivision Ordinance, is hereby amended with the insertion of the following language:

**Appendix D**

**Format for Letter of Credit**

[ Bank/Issuer name, address and telephone number ]

[ Date ] Letter of Credit Number \_\_\_\_\_

Amount: \$\_\_\_\_\_ U.S.

To: The County of Florence, South Carolina

Re: Irrevocable Letter of Credit issued on behalf of [Name of developer]

Dear Sirs:

The Issuer opens its Irrevocable Letter of Credit in your favor available in the following manner and on the following terms:

1. Issuer: [ name of bank/issuer ]
2. Beneficiary: The County of Florence, South Carolina, a political subdivision of the State of South Carolina
3. Customer: [ name of developer ]
4. Project: [name of project, site, subdivision ]
5. Obligation of Issuer: The Credit is irrevocable.
6. Transferability: The Credit is to be non-transferable.
7. Total: The sum total of the Credit is \$ \_\_\_\_\_ U. S.
8. Purpose: To provide surety for a developer's bond required by County Code Section 28.6-98 to ensure construction of required public improvements at [ name of project, site, subdivision ] to include installation of [ list of public facilities to be constructed/installed ] in accordance with the specifications of the County of Florence, South Carolina.
9. Default: In the event that any or all of the above-stated public improvements are not constructed and/or installed in accordance with the specifications of the County of Florence within twelve (12) months from this date, the Beneficiary may upon written notice to Issuer and Customer at the addresses noted herein demand and receive payment from the Issuer in cash in the entire amount of \$ \_\_\_\_\_ if one of the required public improvements have been constructed and/or installed or in such lesser amount as may be required to complete construction and/or installation of the aforesaid improvements if said improvements have been partially constructed and/or installed. All drafts drawn under this Letter of Credit shall contain the clause "Drawn under [ name of Issuer ] Letter of Credit Number \_\_\_\_\_." This letter of Credit is based on an Engineers Estimate for construction; if cost of construction or repair exceeds the amount of funds designated by this Letter of Credit the owner/developer shall remit those additional funds immediately to the County. By this letter the County of Florence reserves the right to recover any excess costs for completion of the required public improvements from the owner/developer by any legal means necessary.

The Issuer shall have ninety (90) days from the receipt of said notice to effect a cure by procuring completion of construction and/or installation of the aforesaid public improvements in accordance with the specifications of the County of Florence, South Carolina, and thereby receive a refund of any sum paid in default.

10. Addresses:

Issuer:

[name of Issuer]  
[street address]  
[city, state, zip]

Customer:

[name of Customer]  
[street address]

[city.state.zip]

Beneficiary:

County of Florence, South Carolina  
c/o County Administrator  
City-County Complex  
180 North Irby Street MSC-G  
Florence, SC 29501

11. Termination: This is a continuing agreement and shall remain in full force and effect until written notice is received by the County of Florence that it has been terminated and revoked.

12. Miscellaneous: This Letter of Credit and the terms hereof shall be binding upon the respective parties, heirs, executors, administrators, successors and assigns. None of the terms of this agreement or its provisions may be waived, altered, modified or amended except in writing signed by the Beneficiary and the Issuer.

13. Applicable Law: This Letter of Credit is to be governed by the Uniform Commercial Code of the State of South Carolina.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[ Issuer Bank name ], Issuer By:

\_\_\_\_\_  
[ Title ]

Seen: \_\_\_\_\_  
Customer

County of Florence, South Carolina, Beneficiary

3. Provisions in the Florence County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of the 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 the Ordinance are severable.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, April 23, 2013  
PC#2013-06  
ORDINANCE NO. 35-2012/13**

**SUBJECT:** Request for text amendments to the Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance techniques in lieu of completion of all improvements, Sec. 28.6-100 – Reduction of guarantee, and Sec. 28.6-101. – Release of guarantee.

**APPLICANT:** Florence County Planning & Building Department

**STAFF ANALYSIS:**

Periodically staff reviews ordinance items that need to be updated to meet the needs of Florence County as a whole. The amendments proposed provide more discretion to staff when accepting new developments in the County and gives developers more options when developing a property.

The proposed amendment changes simplify the process in which a project can be accepted in lieu of full completion. It also gives developers a clear process of what is expected of them if they chose to provide a financial guarantee.

The Florence County Code, Chapter 28.6 – Land Development and Subdivision Ordinance, Article VI. –Subdivision Improvements and Guarantees, Sec.6-98. Acceptance techniques in lieu of completion of all improvements, Sec. 28.6-100 – Reduction of guarantee, and Sec. 28.6-101. – Release of guarantee. The text amendments shall read as follows:

Sec. 28.6-98. - Acceptance techniques in lieu of completion of all improvements.

- (a) ~~In lieu of requiring the completion of all improvements prior to final plat approval, the county administrator may, at his/her discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements required by this chapter, or otherwise specified by the planning commission, in a manner satisfactory to the county administrator. Any funds unused by the county to complete said improvements shall be returned to the subdivider.~~ Financial guarantees may be posted in lieu of completing improvements required by these regulations to allow for the recording of a final plat or to obtain building permits for properties for which ownership will be transferred. Acceptance of financial guarantees is discretionary and the County



Administrator reserves the right to refuse a financial guarantee for any remaining improvements and require that such improvements be completed before the recording of a final plat or issuance of building permits. Acceptance of a financial guarantee by the County Administrator shall not to be construed as an obligation to any other agency, utility or property owner within affected developments

- (b) Prior to the granting of final plat approval by the planning commission, the county administrator and subdivider shall agree upon a deadline for the completion of all required improvements; such deadline not to exceed one (1) year from the date of final plat approval. The county administrator shall have the right to extend the deadline for one (1) additional year where the subdivider can present substantial reason for doing so. Florence County shall not approve a subdivision guarantee until a copy of the SC DHEC "Approval To Place Into Operation" for water and sewer systems are provided. An engineer's cost estimate for financial guarantees shall be submitted to the Florence County Engineering Division and follow the procedures enumerated below. Failure to follow these procedures may delay the approval of such guarantee and recording of a final plat or issuance of building permits.

(1) An itemized cost estimate shall be submitted for the improvements that the financial guarantee will cover. Such estimate shall bear the original signature and seal of a licensed professional engineer, be on company letterhead, and be in a form acceptable to the Florence County Engineering Division. Cost estimates may include, but are not be limited to the following:

- a. Storm drainage systems and erosion control measures.
- b. Street improvements including curbs, gutters, temporary culs-de-sac and required grassing or landscaping within rights-of-way or easements.
- c. Street monuments.
- d. Street intersection lighting.

(2) The Florence County Engineering Division will determine if the proposed cost estimate is consistent with the prevailing costs for construction materials. Upon such determination, the Engineering Division will inform the Planning Department that the cost estimate is acceptable and a financial guarantee for the proposed amount may be submitted.

- (c) To secure this contract, the subdivider shall provide, subject to this approval, of the county administrator one of the following guarantees: The County

Administrator may accept letters of credit as financial guarantees to ensure the completion of public improvements in accordance with the requirement enumerated below.

- (1) ~~Eserow account. The subdivider shall deposit cash or other instrument readily convertible into cash at face value, either with the county, or in eserow with a financial institution in the State of South Carolina. The use of any instrument other than cash, and, in the case of an eserow account, and the financial institution with which the funds are deposited, shall be subject to the approval of the county. The amount of the deposit shall be at least equal to the cost of installing all required improvements plus ten percent, as estimated by the subdivider and approved by the planning commission staff engineer and the county.~~

~~In the case of an eserow account, the subdivider shall file with the county an agreement between the financial institution and himself guaranteeing the following:~~ Approved guarantees shall be independent of the development project's construction loan. The County Administrator will not accept any guarantee that requires drawdowns for monthly expenditures. Payment of monthly expenditures is the sole responsibility of the developer and does not affect the amount of money held by Florence County. Approved letters of credit shall adhere to the following standards:

- ~~a. That the funds of said eserow account shall be held in trust until released by the county and may not be used or pledged by the subdivider as security in any other matter during that period.~~
- ~~b. And that in the case of a failure on the part of the subdivider to complete said improvements, then the financial institution shall immediately make the funds in said account available to the county for use in completion of those improvements.~~
- a. Be equal to 125 percent of the approved cost estimate.
- b. Be issued for an initial coverage period not less than 12 months from the date that the final plat is submitted for recording.
- c. Be irrevocable, unconditional and subject to presentation for drawing within the State of South Carolina. Upon consent of the issuing institution and Florence County, facsimile drawing may be permitted. In no instance shall a letter of credit only include a facsimile number for the purpose of potential drawing.
- d. Be payable to Florence County.
- e. Be for no less than \$10,000.00 of construction.
- f. Substantially conform to the format shown in Appendix B.

~~(2) Real Property Escrow.~~ The subdivider may offer real property as a guarantee. The value of any such property shall be at least equal to the cost of all contracted improvements, as estimated by the subdivider and approved by the planning commission staff engineer and county administrator, plus ten percent. The county tax assessor shall establish the value of any property so used and, in so doing, shall take into account the likelihood of a decline in the value of said property during the guarantee period. The county shall retain the right to reject the use of any property when the value of such property is sufficiently unstable, when it believes that the property will be unusually difficult to sell, or for other reasons such as will inhibit the county from exchanging the property for a sufficient amount of money to complete the required improvements.

~~When property is offered as an improvement guarantee, the subdivider shall:~~

- ~~a. Deed, in fee simple, the property to Florence County.~~
- ~~b. Provide title insurance, to the satisfaction of the county.~~
- ~~c. Pay all closing costs, including deed preparation and recording.~~

~~(3) Letter of credit.~~ The subdivider shall provide a letter of credit from a bank or other financial institution or individual. The letter of credit is subject to the approval of the county administrator, and shall certify the following:

- ~~a. That the creditor does guarantee funds in an amount equal to the cost plus ten percent for completing all required improvements as estimated by the subdivider, verified by the planning commission staff engineer, and approved by the county administrator.~~
- ~~b. That the letter of credit shall remain valid for a period of two years, unless it is released by the county.~~
- ~~c. That the letter of credit can be released only by the county.~~
- ~~d. That, in the case of failure on the part of the subdivider to complete the specified improvements within the required time period, the creditor shall pay to the county immediately, and without further action, the value of credit stated in the letter.~~
- ~~e. That if the letter of credit is not released by Florence County, within 30 calendar days of its expiration date any remaining amount of credit shall be paid to Florence County by the bank, financial institution, or individual who provides the letter.~~
- ~~f. That the letter of credit is in the county's name and may not be withdrawn, or reduced in amount, unless released by the county.~~

(d) A developer may extend a letter of credit before the expiration date of its initial coverage period. To qualify for an extension a revised construction cost estimate

shall be supplied to the Engineering Division showing the improvements that the extended letter of credit will guarantee. The revised construction cost estimate shall meet the standards enumerated in subsection Sec.28.6-98 (b), above. The extension request must be received thirty days prior to the expiration of the initial coverage period. Upon approval of the revised construction cost estimate, the extended letter of credit shall be provided to the County Administrator no fewer than ten days prior to the expiration date of the letter of credit. The extension may be in the form of an amendment or new letter of credit. Extensions shall be no longer than 1 year and may occur in two six-month extensions. No individual extension shall be for a period less than six-months. If the improvements for which the letter of credit were posted have not been completed within one year, the County Administrator may allow one additional one year extension. Such extension is subject to approval of a revised construction cost estimate. Additional extensions may be considered on a case by case basis.

Sec. 28.6-100. - Reduction of guarantee. Setup, extensions, and reduction of guarantee.

In those cases where improvement guarantees have been made, the amount of the guarantee may be reduced upon acceptance, in compliance with section 28.6-99, of the dedication of a portion of the required improvements. The amounts of the reduction shall not exceed the percentage of the original improvements just accepted for dedication. In no case, however, shall the guarantee be reduced to less than 15 percent of the original amount, until the project is complete and acceptable.

- a) The fees listed below will apply to letters of credit established with Florence County or extended before their expiration. All fees shall be paid at the time of guarantee submittal or prior to the guarantee's expiration. Payment shall not be a portion of the guarantee amount and will be in the form of a cashier's check made payable to Florence County.

<u>Setup</u>			
<u>\$500.00</u>	<u>plus</u>	<u>\$0.25</u>	<u>for every</u>
			<u>\$100.00</u>
<u>Extensions</u>			
<u>\$250.00</u>	<u>plus</u>	<u>\$0.25</u>	<u>for every</u>
			<u>\$100.00</u>

- b) A developer may reduce a financial guarantee during the initial coverage period. A request to reduce the financial guarantee shall be submitted to the Planning Department and include a revised construction cost estimate. The Planning Department will forward the revised cost estimate to the Florence County Engineering Division for review. Reductions of financial guarantees will not be allowed within 6-months of any previous reduction request and shall be no less than the greater of 25 percent or \$10,000 of the revised of construction cost estimate. A fee of \$100.00 shall be charged for any letter of credit that is authorized for reduction before its expiration. Requests involving both the

reduction and extension of a letter of credit shall be subject to the extension fees listed in subsection Sec. 28.6 – 100. (a) above.

**Sec. 28.6-101. - Release and draw of guarantee.**

(a) ~~Escrow accounts or letters of credit.~~ Upon acceptance of the project, in accordance with section 28.6 99 of the dedication of the final portion of improvements, the governing body shall authorize the release of any remaining portion of the improvements guarantee. The Planning Department may draw a letter of credit when it has been determined that the improvements for which the financial guarantee were posted will not be completed in accordance with these regulations. Any unexpended funds, once construction is complete, shall be released to the financial institution or responsible entity that posted the guarantee.

(b) ~~Real property.~~ Upon acceptance of the project, the county will execute a deed transferring the real property back to the developer. This deed must be prepared and filed by the developer. The Florence County Engineering Division shall authorize the Planning Department to release guarantees to the financial institution or responsible entity. Authorization will occur once all improvements have been installed, received final inspection and a warranty financial guarantee (when applicable) has been submitted and approved by the Florence County Engineering Division. In addition, the developer's engineer shall furnish the Engineering Division letter certifying that all non-county owned or maintained improvements have been completed and accepted by the applicable entities who will own or maintain such improvements. Such letter shall be on company letterhead with an original signature and professional seal.

Note: Appendix B is to be added after Appendix A of the current Ordinance.

Appendix B

Format for Letter of Credit

[ Bank/Issuer name, address and telephone number ]

[ Date ] Letter of Credit Number

Amount: \$ U.S.

To: The County of Florence, South Carolina

Re: Irrevocable Letter of Credit issued on behalf of [Name of developer]

Dear Sirs:

The Issuer opens its Irrevocable Letter of Credit in your favor available in the following manner and on the following terms:

1. Issuer: [ name of bank/issuer ]
2. Beneficiary: The County of Florence, South Carolina, a political subdivision of the State of South Carolina
3. Customer: [ name of developer ]
4. Project: [name of project, site, subdivision ]
5. Obligation of Issuer: The Credit is irrevocable.
6. Transferability: The Credit is to be non-transferable.
7. Total: The sum total of the Credit is \$ U. S.

8. Purpose: To provide surety for a developer's bond required by County Code Section 28.6-98 to ensure construction of required public improvements at [ name of project, site, subdivision ] to include installation of [ list of public facilities to be constructed/installed ] in accordance with the specifications of the County of Florence, South Carolina.

9. Default: In the event that any or all of the above-stated public improvements are not constructed and/or installed in accordance with the specifications of the County of Florence within twelve (12) months from this date, the Beneficiary may upon written notice to Issuer and Customer at the addresses noted herein demand and receive payment from the Issuer in cash in the entire amount of \$ if one of the required public improvements have been constructed and/or installed or in such lesser amount as may be required to complete construction and/or installation of the aforesaid improvements if said improvements have been partially constructed and/or installed. All drafts drawn under this Letter of Credit shall contain the clause "Drawn under [ name of Issuer ] Letter of Credit Number ." This letter of Credit is based on an Engineers Estimate for construction; if cost of construction or repair exceeds the amount of funds designated by this Letter of Credit the owner/developer shall remit those additional funds immediately to the County. By this letter the County of Florence reserves the right to recover any excess costs for completion of the required public improvements from the owner/developer by any legal means necessary.

The Issuer shall have ninety (90) days from the receipt of said notice to effect a cure by procuring completion of construction and/or installation of the aforesaid public improvements in accordance with the specifications of the County of Florence, South Carolina, and thereby receive a refund of any sum paid in default.

10. Addresses:

Issuer:

[name of Issuer]  
[street address]  
[city, state, zip]

Customer:

[name of Customer]  
[street address]  
[city, state, zip]

Beneficiary: County of Florence, South Carolina  
c/o County Administrator  
City-County Complex  
180 North Irby Street  
MSC-G Florence, SC  
29501

11. Termination: This is a continuing agreement and shall remain in full force and effect until written notice is received by the County of Florence that it has been terminated and revoked.

12. Miscellaneous: This Letter of Credit and the terms hereof shall be binding upon the respective parties, heirs, executors, administrators, successors and assigns. None of the terms of this agreement or its provisions may be waived, altered, modified or amended except in writing signed by the Beneficiary and the Issuer.

13. Applicable Law: This Letter of Credit is to be governed by the Uniform Commercial Code of the State of South Carolina.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

[ Issuer Bank name ], Issuer

By: \_\_\_\_\_  
[ Title ]

Seen: \_\_\_\_\_ Customer

County of Florence, South Carolina, Beneficiary

**Florence County Planning Commission Action: April 23, 2013:**

The six Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Land Development and Subdivision Ordinance.

**Florence County Planning Commission Recommendation:**

Florence County Planning Commission recommends approval of the request to Florence Council in order to keep County Ordinances current and accurate.

## **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:**     Boards & Commission  
                                 Pee Dee Mental Health Center Board

**DEPARTMENT:**     County Council

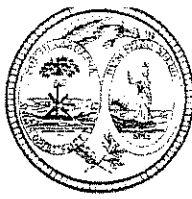
**ISSUE UNDER CONSIDERATION:**

Approve The Recommendation Of The Pee Dee Mental Health Center Board For The Recommendation Of Sharon H. Ackerman For Consideration And Nomination To The Governor For Appointment To Seat #1, With Appropriate Expiration Term.

**ATTACHMENTS:**

1. Letter from Dr. Gregory V. Browning, Chairman, Pee Dee Mental Health Center Board of Directors.
2. Current list of Board members.





*State of South Carolina*  
*Department of Mental Health*

**MENTAL HEALTH COMMISSION:**

Alison Y. Evans, PsyD, Chair  
Joan Moore, Vice Chair  
Jane B. Jones  
Everard Rutledge, PhD  
I. Buxton Terry

**STATE DIRECTOR**

John H. Magill

**Pee Dee  
Mental Health Center**

125 East Cheves Street

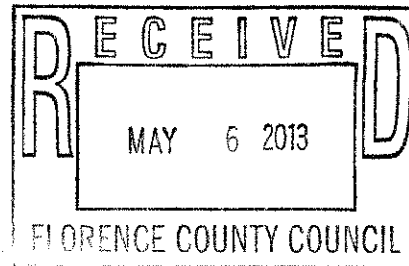
Florence, SC 29506

Information: (843) 317-4089

Stuart J. Shields, MSW, MHA, Executive Director

May 2, 2013

The Honorable James Schofield, Chairman  
Florence County Council  
180 North Irby Street, MSC-G  
Florence, South Carolina 29501



Dear Chairman Schofield:

We are respectfully submitting the name of the following individual for consideration and nomination to Governor Nikki Haley, for appointment to the Pee Dee Mental Health Center Board of Directors, representing Florence County.

Seat # 1

Sharon H. Ackerman  
2180 Twin Bridge Drive  
Florence, South Carolina 29505

*(Vice – Pamela Varela Rhoads - Appointed March 28, 2008;*

*Term Commencing: December 31, 2007; Term Expiration: December 31, 2011*

*Resigned: 08/23/10.)*

We shall greatly appreciate your efforts to expedite this process of your recommendation to the Governor. Thank you for your continued interest and support.

Yours truly,

*Gregory V. Browning*

Dr. Gregory V. Browning, Chairman  
Pee Dee Mental Health Center Board of Directors

Cc: Members, Pee Dee Mental Health Center Board of Directors  
Connie Haselden, Clerk to Council

**MISSION STATEMENT**

To support the recovery of people with mental illnesses.



## PEE DEE MENTAL HEALTH CENTER BOARD

**AUTHORITY:** Sec. 44-15-60, Code of Laws 1976 as amended  
(R175, H2682)

**APPOINTED BY:** THE GOVERNOR

### **MEMBERSHIP ROSTER**

Eight (8) Florence County members nominated by County Council for four-year terms.  
At least one member shall be a medical doctor, licensed to practice medicine in this state.  
Any person may serve consecutive terms.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Vacant	12/2015
2	Dr. Gregory V. Browning - Chair 611 South Dargan Street 664-8882 Florence, SC 29506	12/2014
3	Thornell Kirven 1760 N. Norwood Lane 662-7658 Florence, SC 29506	12/2014
4	C. Rudy Guajardo, III 2616 East Spring Street 260-4181 Florence, SC 29505	12/2013
5	John E. Lochart 1711 Brandon Drive 843 665-3191 Florence, SC 29505	12/2013
6	Vacant due to Resignation September 19, 2012	12/2012
7	Carlyle C. Gainey 448 Sterling Drive 773-9973 Florence, SC 29501	12/2013

Nadine Livingston – Vice Chair 12/2009  
Post Office Box 13362  
Florence, SC 29504  
Re-Appointment Pending – Letter to Governor 02/18/10

## **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:**     Boards & Commission  
                             Pee Dee Workforce Investment Board

**DEPARTMENT:**     County Council

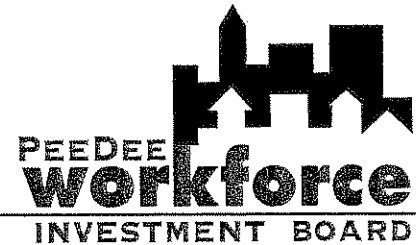
**ISSUE UNDER CONSIDERATION:**

Approve The Recommendation Of The Pee Dee Workforce Investment Board For The Re-Appointment Of Ron Reynolds (Labor Representative) And Max Welch (Education Representative) With Appropriate Expiration Terms.

**ATTACHMENTS:**

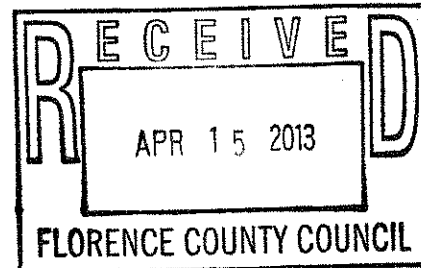
1. Letter from Joette r. Dukes, CGFO, Workforce Development Director.
2. Current list of Board members.

POST OFFICE BOX 5719  
FLORENCE, SOUTH CAROLINA 29502  
TEL. 843-669-3138  
FAX. 843-679-3743



April 12, 2013

Mr. James Schofield, Chairman  
Florence County Council  
180 North Irby Street, MSC-G  
Florence, SC 29501



Dear Mr. Schofield:

As you may recall, every year appointments must be made by Florence County Council to the Pee Dee Workforce Investment Board (WIB).

The terms of service for Florence County representatives **Ron Reynolds (Labor)** and **Max Welch (Education)** will expire June 30, 2013. Both have expressed a desire to be reappointed for a three-year term.

If it is your pleasure to reappoint these individuals, please place the reappointments on the agenda for the next Council meeting. A written response as to the disposition of this matter would be appreciated for our records.

If there are any questions regarding this matter you may call me at (843) 669-3138.

Sincerely,

  
Joette R. Dukes, CGFO  
Workforce Development Director

## WORKFORCE INVESTMENT BOARD

### FLORENCE COUNTY: 11 MEMBERS

RESPONSIBILITY: Administer The Jobs Training Partnership Act (JTPA).

The majority of the members must represent the private sector. Labor, Vocational Rehabilitation and Employment Service must be represented also. Three-year terms.

<u>Appointee</u>	<u>Expiration Date</u>
Joyce Hill, Staff Administrator of Training Honda 1111 Honda Way Timmons ville, SC 29161	6/30/2015
Max Welch Continuing Education Division Florence-Darlington Technical College Post Office Drawer 100548 Florence, SC 29501-0548	6/30/2013
Ms. Cindy Bryant Human Resource Manager Precision Tools 100 Perfection Way Timmons ville, SC 29161	6/30/2015
Carole Anderson South Carolina Vocational Rehabilitation Dept. 1947 W. Darlington Street Florence, SC 29501	6/30/2015
Cynthia Rogers Area Director Florence ESC Workforce Center 1558 West Evans Street Florence, SC 29501 669-4271 ext. 133	6/30/2015
Mr. Robby Hill, Presdient/CEO HillSouth 1327 W. Evans St. P O Box 3949 Florence, SC 29502	6/30/2015

Richard Harrington American Specialty Post Office Box 6647 Florence, SC 29502 664-1114 (W) 662-5498 (H)	6/30/2014
Ron Reynolds 5316 Reynolds Road Effingham, SC 29541 843 615-3155 (retired Communications Workers of America (CWA) Member Local 3708; labor rep.)	6/30/2013
Judge Taft Guiles City of Florence 1904 Grant Road Pamplico, SC 29583 665-0031	6/30/2014
Thelma Carney-Kennedy Florence County Economic Development Partnership P O Box 100549 Florence, SC 29502 676-8796	6/30/2014
Bill Sebnick Mid-South Metal Specialties Inc. Post Office Box 508 Lake City, SC 29560	6/30/2014

## FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:**    Boards & Commission  
                                 Planning Commission

**DEPARTMENT:**    County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Appointment Of Cheryl Floyd To The Florence County Planning Commission To Represent Council District 5, With Appropriate Expiration Term.

**ATTACHMENTS:**

1. Current Planning Commission membership listing.



## FLORENCE COUNTY PLANNING COMMISSION

**AUTHORITY:**

Ordinance #26-96/97  
Ordinance #13-2006/07  
Ordinance No 17-2007/08

**APPOINTED BY:**

County Council

The Florence County Planning Commission shall consist of at least nine (9) members to be appointed by the Florence County Council. Up to two (2) additional members shall be appointed if a contract for planning services exists with one or more municipalities, each being selected from a separate participating municipality. After initial staggering terms, terms are for four years.

<u>COUNCIL</u> <u>DISTRICT</u>	<u>APPOINTEE</u>	<u>(Terms begin July 1, 2008)</u> <u>TERM TO EXPIRE</u>	
1	Roger Kirby P O Box 935 Lake City, SC 29560 <a href="mailto:rogerkkirby@gmail.com">rogerkkirby@gmail.com</a>	374-7653 - O 394-7360 - H	6/2016
2	Jeffrey M. Tanner 2807 Vox Hwy. Hemingway, SC 29554 <a href="mailto:Jeff.tanner@wellmanplastics.com">Jeff.tanner@wellmanplastics.com</a>	386-8206 - O 386-9321 - H	6/2015
3	Doris Lockhart 3403 Savannah Grove Road Effingham, SC 29541 <a href="mailto:dlock8963@hotmail.com">dlock8963@hotmail.com</a>	664-0050 - O 662-9907 - H 665-9447 - Fax	6/2014
4	Vice Chairman William "Bill" Lockhart 2018 Cale Yarborough Hwy Timmons ville, SC 29161 <a href="mailto:wsl designs@aol.com">wsl designs@aol.com</a>	346-3531 - O 346-2871 - H 346-0000 - Fax	6/2012
5	Virginia Turbeville Talbert 219 W Hampton St P O Box 416 Olanta, SC 29114 <a href="mailto:virginiatalbert@yahoo.com">virginiatalbert@yahoo.com</a>	396-9757 - H	6/2011
6	David Hobbs 3303 E. Winlark Drive Florence, SC 29506 <a href="mailto:dhobbs@sc.rr.com">dhobbs@sc.rr.com</a>	667-7141 - O 665-8593 - H	6/2014

7	Cecil Cunha 2711 Barkley Avenue Florence, SC 29505 <a href="mailto:cecil.cunha@yahoo.com">cecil.cunha@yahoo.com</a>	665-6199 - H   	6/2016
8	Chairman Jody Bryan Lane P O Box 4807 Florence, SC 29502 <a href="mailto:jodyblane@gmail.com">jodyblane@gmail.com</a>	667-0752 - H   	6/2011
9	Linda Borgman 1010 Birch Circle Florence, SC 29501 <a href="mailto:linda@newharmonypres.org">linda@newharmonypres.org</a>	662-8411 - O 669-5157 - H  	6/2014

**TWO MUNICIPAL APPOINTEES:**

1.	Vacant		6/2016
2.	T. R. "Teddy" Green, III 25 Queen Elizabeth Way Quinby, SC 29506 <a href="mailto:tgreenjr@sc.rr.com">tgreenjr@sc.rr.com</a>	669-4983 - H   	6/2010

## **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:**    Boards & Commission  
                             Policy Commission on Recreation

**DEPARTMENT:**    County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Re-Appointment Of Geer Ward To Serve On The Policy Commission on Recreation, Representing Council District 9, With Appropriate Expiration Term.

**ATTACHMENTS:**

1. Current list of Board members.

## POLICY COMMISSION ON RECREATION

**AUTHORITY**                **ORDINANCES #04-81/82, #07-81/82, #16-01/02, #28-06/07**

**APPOINTED BY:**        **COUNTY COUNCIL**

Ten (10) members; nine (9) appointed by County Council, one (1) at-large recommended by the nine Commission members with County Council approval; staggered terms initially then for a term of four years, appointees holding office until successor is appointed and qualified.

<u>COUNCIL DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Eric Sebnick 1673 Olanta Hwy. Scranton, SC 29591	843 389-1761 (H)      6/2015
2	Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583	843 493-2182 (H) 843 493-2502 (W)      6/2010
3	Kenny Lovette 328 Magna Carta Road Florence, SC 29501	843 669-8312 (H)      6/2009
4	Levy Sadler 5948 Clearbrook Drive Effingham, SC 29541	6/2011
5	Darryl Jackson 3680 Breckridge Circle Florence, SC 29505	843 669-8221 (W) 843 673-9465 (H)      6/2014
6	William L. Breeden, Jr. 4721 Justine Drive Florence, SC 29506	843 662-9962      6/2013
7	Rev. Anthony Howard 1476 East Old Marion Hwy. Florence, SC 29506	843 667-8235 (H)      6/2014
8	Joseph Huggins 510 Welch Road Timmonsville, SC 29161	843 346-3696      6/2014
9	G. Geer Ward, Jr. 928 Swan Point Florence, SC 29501	843 667-4830 (H) 843 678-0918 (P)      6/2013

At-Large

Paige W. Skinner  
1801 Bishop Drive  
Florence, SC 29505

843 667-8584

6/2011

# **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:**     Reports to Council  
                             Monthly Financial Reports

**DEPARTMENT:**     Administration

## **ISSUE UNDER CONSIDERATION:**

Monthly Financial Reports Are Provided To Council For Fiscal Year 2013 Through March 31, 2013 As An Item For The Record.

## **ATTACHMENTS:**

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY13  
7/1/12 TO 03/31/13**

	BUDGETED	YEAR-TO-DATE ACTUAL	REMAINING	
	REVENUE	REVENUE	BALANCE	PCT
<b>REVENUES</b>				
Taxes	35,540,067	32,476,764	3,063,303	8.62%
Licenses & Permits	1,329,750	994,568	335,182	25.21%
Fines & Fees	3,240,000	2,374,737	865,263	26.71%
Intergovernmental	5,926,783	3,508,221	2,418,562	40.81%
Sales and Other Functional	5,418,050	4,079,613	1,338,437	24.70%
Miscellaneous	499,000	159,129	339,871	68.11%
Operating Transfers	(1,452,343)	-	(1,452,343)	100.00%
Use of Fund Balance	-	-	-	
<b>TOTAL</b>	<b>50,501,307</b>	<b>43,593,031</b>	<b>6,908,276</b>	<b>13.68%</b>

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY13  
7/1/12 TO 03/31/13**

		YEAR-TO-DATE			
		BUDGETED	ACTUAL	REMAINING	
		EXPENDITURE	EXPENDITURE	BALANCE	PCT
EXPENDITURES					
10-411-401	County Council	352,229	220,149	132,080	37.50%
10-411-402	Administrator	618,172	482,944	135,228	21.88%
10-411-403	Clerk of Court	1,821,092	1,369,039	452,053	24.82%
10-411-404	Solicitor	1,051,131	733,725	317,406	30.20%
10-411-405	Judge of Probate	507,403	365,758	141,645	27.92%
10-411-406	Public Defender	771,702	511,973	259,729	33.66%
10-411-407	Magistrates	2,239,713	1,559,533	680,180	30.37%
10-411-409	Legal Services	79,650	46,044	33,606	42.19%
10-411-410	Voter Registration & Elections	572,617	541,320	31,297	5.47%
10-411-411	Finance	753,545	530,635	222,910	29.58%
10-411-412	Human Resources	345,813	262,370	83,443	24.13%
10-411-413	Procurement & Vehicle Maintenance	589,131	547,350	41,781	7.09%
10-411-414	Administrative Services	399,454	282,695	116,759	29.23%
10-411-415	Treasurer	1,224,670	824,066	400,604	32.71%
10-411-416	Auditor	465,256	326,626	138,630	29.80%
10-411-417	Tax Assessor	1,301,398	908,023	393,376	30.23%
10-411-418	Planning and Building	2,084,547	1,202,251	882,296	42.33%
10-411-419	Complex	1,186,224	871,803	314,421	26.51%
10-411-420	Facilities Management	735,247	502,906	232,341	31.60%
10-411-427	Information Technology	1,560,218	1,044,203	516,015	33.07%
10-411-446	Veteran's Affairs	148,551	106,949	41,602	28.01%
10-411-480	Senior Citizen Centers	327,008	182,152	144,856	44.30%
10-411-485	General Direct Assistance	217,996	171,158	46,838	21.49%
10-411-488	Contingency	999,010	158,701	840,309	84.11%
10-411-489	Employee Non-Departmental	399,502	475,313	(75,811)	-18.98%
10-421-421	Sheriff's Office	15,422,473	11,138,237	4,284,236	27.78%
10-421-422	Emergency Management	2,466,321	1,683,982	782,339	31.72%
10-421-481	Rural Fire Departments	15,140	3,546	11,594	76.58%
10-451-423	EMS	4,411,492	2,980,162	1,431,330	32.45%
10-451-424	Rescue Squads	537,798	378,285	159,513	29.66%
10-451-425	Coroner	282,034	199,363	82,671	29.31%
10-451-441	Health Department	80,934	63,857	17,078	21.10%
10-451-442	Environmental Services	733,706	502,563	231,143	31.50%
10-451-485	Health Direct Assistance	14,502	5,678	8,825	60.85%
10-461-485	Welfare - MIAP & DSS	427,134	380,399	46,735	10.94%
10-471-451	Recreation	1,784,270	1,308,761	475,509	26.65%
10-471-455	County Library	3,569,732	2,608,973	960,759	26.91%
10-481-485	Literacy Council	4,515	2,258	2,258	50.00%
TOTAL		50,501,330	35,483,748	15,017,582	29.74%

Percent of Fiscal Year Remaining = 25.00%



**FLORENCE COUNTY  
BUDGET REPORT - OTHER FUNDS  
CURRENT PERIOD: 7/1/12 TO 03/31/13**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,723,817	1,617,574	2,106,243	56.56%	3,723,817	3,347,845	375,972	10.10%
112 Economic Development Partnership Fund	436,079	266,751	169,328	38.83%	436,079	53,853	382,226	87.65%
123 Local Accommodations Tax Fund	2,508,780	1,531,891	976,889	38.94%	2,508,780	1,554,468	954,312	38.04%
124 Local Hospitality Tax Fund	738,955	761,426	-	0.00%	738,955	925,007	-	0.00%
131 District Utility Allocation Fund	2,000,000	67,546	1,932,454	96.62%	2,000,000	2,000,000	-	0.00%
132 District Infrastructure Allocation Fund	1,315,000	124,234	1,190,766	90.55%	1,315,000	1,000,000	315,000	23.95%
151 Law Library Fund	87,787	17,358	70,429	80.23%	87,787	34,086	53,701	61.17%
153 Road System Maintenance Fee Fund	3,098,767	2,016,752	1,082,015	34.92%	3,098,767	2,098,141	1,000,626	32.29%
154 Victim/Witness Assistance Fund	192,119	137,168	54,951	28.60%	192,119	179,565	12,554	6.53%
421 Landfill Fund	4,131,276	2,719,102	1,412,174	34.18%	4,131,276	2,874,074	1,257,202	30.43%
431 E911 System Fund	486,254	215,649	270,605	55.65%	486,254	425,853	60,401	12.42%
<b>TOTALS:</b>	<b>18,718,834</b>	<b>9,475,450</b>	<b>9,265,855</b>	<b>49.50%</b>	<b>18,718,834</b>	<b>14,492,893</b>	<b>4,411,994</b>	<b>23.57%</b>

Percent of Fiscal Year Remaining: 25.00%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned  
(See separate attachment for additional details.)

\$ 119,348,313

**Florence County Council  
District Allocation Balances  
March 31, 2013**

<b>Council District #</b>	<b>Type of Allocation</b>	<b>Beginning Budget FY12</b>	<b>Commitments &amp; Current Year Expenditures</b>	<b>Current Available Balances</b>
<b>1</b>	Infrastructure	162,165.00	91,833.00	70,332.00
	Paving	167,125.00	112,437.00	54,688.00
	Utility	253,623.00	10,000.00	243,623.00
	In-Kind	19,800.00	18,188.00	1,612.00
<b>2</b>	Infrastructure	35,000.00	21,535.00	13,465.00
	Paving	201,465.00	3,564.00	197,901.00
	Utility	51,364.00	25,457.00	25,907.00
	In-Kind	19,800.00	16,922.00	2,878.00
<b>3</b>	Infrastructure	35,000.00	34,950.00	50.00
	Paving	211,878.00	40,227.00	171,651.00
	Utility	106,697.00	103,768.00	2,929.00
	In-Kind	19,800.00	5,726.00	14,074.00
<b>4</b>	Infrastructure	178,531.00	33,953.00	144,578.00
	Paving	100,998.00	30,180.00	70,818.00
	Utility	75,586.00	37,000.00	38,586.00
	In-Kind	19,800.00	-	19,800.00
<b>5</b>	Infrastructure	41,128.00	28,816.00	12,312.00
	Paving	99,387.00	-	99,387.00
	Utility	25,549.00	-	25,549.00
	In-Kind	19,800.00	98.00	19,702.00
<b>6</b>	Infrastructure	264,268.00	30,019.00	234,249.00
	Paving	252,910.00	58,366.00	194,544.00
	Utility	343,770.00	24,007.00	319,763.00
	In-Kind	19,800.00	3,248.00	16,552.00
<b>7</b>	Infrastructure	62,347.00	35,669.00	26,678.00
	Paving	211,021.00	-	211,021.00
	Utility	299,978.00	91,500.00	208,478.00
	In-Kind	19,800.00	-	19,800.00
<b>8</b>	Infrastructure	178,520.00	31,536.00	146,984.00
	Paving	78,485.00	-	78,485.00
	Utility	38,702.00	20,983.00	17,719.00
	In-Kind	19,800.00	-	19,800.00
<b>9</b>	Infrastructure	75,081.00	43,352.00	31,729.00
	Paving	110,303.00	88,652.00	21,651.00
	Utility	122,962.00	-	122,962.00
	In-Kind	19,800.00	-	19,800.00

Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)  
Paving funds to be used for paving or rocking roads. See guidelines in County code.  
Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.  
In-Kind funds to be used for projects completed by the Public Works Department.

# FLORENCE COUNTY FORWARD CAPITAL PROJECT SALES TAX

As of March 31, 2013

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,225,607.80	\$ 14,229,979.96	\$ 16,165,884.85	\$ 1,510,883.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 4,751,828.41	\$ 4,463,877.39	\$ 263,229.88	\$ 9,478,935.68	\$ 129,272,684.32	6.83%
US 76 Widening	\$ 31,641,621.00	\$ 2,240,743.92	\$ 1,840,860.97	\$ 103,277.79	\$ 4,184,882.68	\$ 27,456,738.32	13.23%
TV Road Widening	\$ 34,519,290.00	\$ 2,106,831.01	\$ 2,250,571.05	\$ 59,704.50	\$ 4,417,106.56	\$ 30,102,183.44	12.80%
SC 51 Widening	\$ 151,533,817.00	\$ 2,482,275.78	\$ 23,697.20	\$ 10,549.24	\$ 2,516,522.22	\$ 149,017,294.78	1.66%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 8,109.77	\$ 127.58	\$ -	\$ 8,237.35	\$ 73,455,908.65	0.01%
	\$ 447,587,262.00	\$ 12,300,085.98	\$ 9,804,741.99	\$ 14,666,741.37	\$ 36,771,569.34	\$ 410,815,692.66	8.22%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 111,394,770.00		
Sales Tax Interest Earnings	\$ -				\$ 7,953,543.33	\$ 36,605,230.00	80.64%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 238,696,626.66	\$ 11,303,373.34	95.48%
	\$ 398,000,000.00				\$ 358,044,939.99	\$ 47,908,603.34	89.96%

NOTE 1: Revenue Received/Earned to Date is as of December 31, 2012, since capital project sales tax is received from the state on a quarterly basis.

NOTE 2: Merchant collection of sales tax will conclude on April 30, 2014, unless total collections, excluding interest, exceed \$148,000,000 prior to that date.

# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Administration

## **ISSUE UNDER CONSIDERATION:**

Approve The Execution Of A Lease Agreement Between Florence County And Carolina Grinding, LLC, For A Portion Of Property Owned By Florence County And Located At The Florence County Landfill, Designated As Tax Map Number 00368-01-002.

## **POINTS TO CONSIDER:**

1. Carolina Grinding, LLC has requested that the County lease a portion of the property situated at the Florence County landfill, including the old ARS building for the operation of its woody debris grinding operations.
2. Carolina Grinding, LLC will be responsible for renovations to the property, all costs of operating and maintaining the building and the surrounding property, including repairs, utilities and insurance.
3. Carolina Grinding LLC will lease the property for Five Hundred (\$500.00) Dollars per month.

## **OPTIONS:**

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

## **ATTACHMENTS:**

1. Proposed Lease Agreement.
2. Aerial photograph of subject property.

STATE OF SOUTH CAROLINA     )  
                                                           )  
COUNTY OF FLORENCE         )

**LEASE**

This Lease is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between FLORENCE COUNTY, SOUTH CAROLINA, A Body Politic And Corporate And A Political Subdivision Of The State of South Carolina (hereinafter referred to as "Lessor"), and CAROLINA GRINDING, LLC (hereinafter referred to as "Lessee").

**WITNESSETH:**

1.     LEASED PREMISES. Subject to the terms and conditions set forth hereafter, the Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor that portion of the property of the Lessor which is described more particularly as follows:

Commonly known as: property on Papermill Road shown on Exhibit "A" attached hereto.

2.     TERM OF LEASE. The term of the Lease shall commence upon execution of this Lease and shall continue for a period of five (5) years thereafter with the Lessee having the option to extend this lease by an additional five (5) year period, for the same rent provided the improvements set forth in Paragraph 3 are made to the Lessor's satisfaction, by giving a written notice to the Lessor on or before ninety (90) days of the expiration of the first term of this lease.

3.     IMPROVEMENTS TO THE PREMISES. The Lessee shall at its own expense provide the following repairs to the building on the leased premises: electrical repairs, sheetrock and finishing, doors and windows, heating and air conditioning, bathroom fixtures and flooring. The repairs shall be completed by January 1, 2016. The Lessee shall also be responsible for the cleanup of the areas around the building. Prior to making improvements, the Lessee shall submit to the Lessor the proposed repairs and obtain the approval of the Lessor in writing prior to making any repairs. Any improvements constructed on the premises by the Lessee shall remain the property of the Lessor at the termination of this lease.

4.     RENT. The rent shall be Five Hundred Dollars (\$500.00) a month. In further consideration of the rent, the Lessee shall plant barrier of Leland Cyprus or comparable tree along the Papermill Road for a distance of Nine Hundred Six (906) feet. Said trees to be no more than ten (10) feet apart.

5.     EARLY TERMINATION. The Lessor or Lessee may terminate this Agreement by providing to the other party ninety (90) days written notice of termination of this Lease.

6.     USE OF LEASED PREMISES. The Lessee is using this property to maintain its vehicles and operate a woody debris grinding business. The Lessee will observe and comply with all applicable laws, ordinances, orders and regulations prescribed by lawful authority having jurisdiction of the leased premises.

7. REPAIRS AND ALTERATIONS. The Lessee shall, at its sole cost and expense, maintain the premises used by the Lessee for the operation of a woody debris grinding business and any improvements thereon shall be maintained and kept in good condition for the duration of the Lease.

8. TAXES. The Lessee shall be responsible for all real property and/or personal property taxes associated with the leased premises.

9. UTILITIES. The Lessor shall not be obligated to furnish electricity, water, sewer, janitor service or any other utility or service necessary for Lessee. All utilities consumed on the leased premises shall be paid for by Lessee.

10. SIGNS. The Lessee shall have the right to erect and maintain such sign or signs on the premises as may be permitted by applicable law.

11. INDEMNIFICATION. This Lease is made upon the express condition that, to the extent permitted by law, the Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon the Property or any part thereof during the term of this Lease or occasioned by any occupancy or use of the Property or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees, to the extent permitted by law and subject to any limitations on liability thereunder, to indemnify and save harmless the Lessor from all liabilities, charges, expenses, including attorney's fees and any and all costs associated on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages arising out of the Lessee's use and occupancy of the Property and are not the result of any negligent or willful act of the Lessor.

12. INSURANCE. Lessee shall, during the entire term of this Lease, keep in full force and effect, policies of comprehensive liability insurance and fire and property damage at full replacement value. The limits of liability shall not be less than \$300,000 per person from a single occurrence and \$600,000 as the total sum recovered arising out of a single occurrence. The policy will defend and name Lessor as an additional insured on a primary basis for the operations under or incidental to this Lease. The insurance shall be with a company duly authorized to write and issue insurance policies in the State of South Carolina. A copy of the declaration page of the Policy or Certificate of Insurance shall be provided to the Lessor before the commencement of this Lease Agreement.

13. EMINENT DOMAIN. In the event any condemnation by power of eminent domain is to such an extent that it is impracticable for Lessee to continue the operation of its business on the leased premises and Lessee elects to terminate the Lease, Lessee shall notify Lessor of its election to terminate within ten (10) days after the official notice of condemnation is given to Lessee.

14. DEFAULT. As used in this Lease, the term, "event of default" shall mean any one of the following:

- (a) The failure of the Lessee after receipt or demand from the Lessor to fulfill any duty or

- obligation imposed on the Lessee by this Lease;
- (b) The failure of Lessee to provide a Certificate of Insurance or the declaration page of the policy in a timely manner;
  - (c) Any use of the property deemed inappropriate by the Florence County Council.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease and expel the Lessee; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee, the Lessor shall give written notice of such event of default to the Lessee, which thereafter shall have thirty (30) days within which to remedy or correct such default. Lessor shall retain all remedies available to Lessor by law and through this Lease in any event of default.

15. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent or of a partnership or of a joint venture and the relationship between them shall be and remain only that of Lessor and Lessee.

16. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessor: Florence County Administrator  
180 North Irby Street, MSC-G  
Florence, SC 29501

As to Lessee: Carolina Grinding, LLC  
Attention: Stephen D. Holloman  
2921 W. Woodbine Ave.  
Florence, SC 29501

17. REMOVAL OF EQUIPMENT AND FIXTURES. All trade, furniture, fixtures and equipment on the leased premises are recognized to be the sole property of the Lessee and shall remain the Lessee's property. During the term of the Lease and at the end of the Lease term, the Lessee may remove these items.

18. ENTIRE AGREEMENT. The Lease contains all of the understanding by and between the parties hereto relative to the leasing of the premises herein described, which may be amended, modified, altered, changed, revoked or rescinded in whole or in part only by like instrument signed by the parties hereto.

19. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease or sublet the leased premises or any portion thereof, or otherwise transfer any right or interest hereunder without

the prior written consent of the Lessor which consent shall not be unreasonably withheld. If the Lessor consents to the assignment, subletting or other transfer of any right or interest hereunder by the Lessee, such approval shall be limited to the particular instance specified in the consent and the Lessee shall not be relieved of any duty, obligation or liability under the provision of its Lease.

20. BINDING EFFECT. The terms and conditions of this Lease shall be binding on the parties hereto and their respective heir, successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

IN THE PRESENCE OF:

Florence County, South Carolina  
LESSOR

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

\_\_\_\_\_  
K. G. Rusty Smith, Jr.  
County Administrator

IN THE PRESENCE OF:

Carolina Grinding, LLC  
LESSEE:

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

\_\_\_\_\_  
Stephen D. Holloman  
Owner/Operator



)
)
)

\_\_\_\_\_ witnessed the execution thereof.

*Polysiphonia* sp. nov. *Phaeodactyloides* sp. nov.

(L.S.)

3

and that deponent with \_\_\_\_\_ witnessed the execution thereof.

(L.S.)



# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Finance Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council to award Bid No. 16-12/13 for one (1) 3-Phase Standby Generator for the Lower Florence County Public Services Building located at 345 South Ron McNair Blvd. in Lake City to Nixon Power Services in the amount of \$18,257.40 (2 *Compliant Bids Received*).

**POINTS TO CONSIDER:**

- 1) Bid No. 16-12/13 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on Thursday, April 4, 2013 and in the Morning News on Thursday, April 4, 2013.
- 2) The bid opening was held on April 24, 2013.
- 3) Four (4) bids were received; Two (2) bids were compliant.
- 4) Bid award recommendation from the Finance Director.
- 5) The bid expires July 24, 2013.

**FUNDING FACTORS:**

- 1) \$18,257.40 = Total amount to be funded by the FY 2012-2013 budget under line item 010-441-420-000-8600.

**OPTIONS:**

- 1) Award Bid No. 16-12/13 (*Recommended*).
- 2) Decline Award.

**ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid recommendation signed by the Finance Director.

Dept: Facilities Management Three Phase Generator			Bid Opening Date: 04/24/2013 Time: 2:00 PM		
Invitation-to-Bid #16-12/13					
Name of Bidder	Meet Specs	Addendum (Y/N)	Submitted Bid	Local 2% Deduction*	BID TOTAL INCL. LOCAL PREFERENCE
Blanchard Power Systems 3031 Caterpillar Lane Florence SC	N	Y	\$16,524.00	(\$330.48)	\$16,193.52
Power Systems, Inc. P.O. Box 886 Lexington SC	N	Y	\$16,299.36		\$16,299.36
Nixon Power Services 3101 York Mont Rd. Charotte, NC	Y	Y	\$18,257.40		\$18,257.40
National Power Corp. 1820 Biltmore Dr. James Island SC	Y	Y	\$22,236.43		\$22,236.43

**Notes:**

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


All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the apparent low bidder as stated on this bid result.


AUTHORIZATION/INSTRUCTION TO PROCURMENT DEPARTMENT  
FOR BID PROCESS

Project:	<u>Replacement Generator for LFCPBB</u>
Budget:	<u>\$10,000</u>
Funding Source:	<u>210-411-420-000-8600</u>
Department:	<u>Facilities Dept.</u>

1. I request that the Procurement Department bid the attached requisition according to the generic specifications attached.	
	Date <u>3/18/13</u>
Department Head Signature	Date

2. I have reviewed the attached bid package, confirmed accuracy of goods, services, or construction project being requested, authorize the attached specifications be used and request that the Procurement Department proceed with the bid advertisement and procurement. (If there are changes necessary to the bid package, please proceed to Step 3.)	
	Date <u>4/3/13</u>
Department Head	Date
Facilities Manager (if required)*	Date

3. I have reviewed the bid package and have indicated necessary changes to the attached bid documents.	
Department Head	Date
Facilities Manager (if required)*	Date

4. I have reviewed the bids and recommend that the bid be awarded to: <u>Nixon Power Services of Charlotte, NC</u> in the amount of <u>\$18,257.40</u> . I have attached a letter of recommendation.	
	Date <u>5/2/13</u>
Department Head	Date

5. I request that the Procurement Department execute the attached contract for the above approved project, goods or services. I have reviewed and agree with the terms and conditions.	
Department Head	Date

\* Bids involving construction projects of new or existing county facilities.



## FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Finance Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Council is requested to approve the use of The Cooperative Purchasing Network (TCPN) Cooperative Purchasing Program to upgrade the existing Fuelman Fuel Card System at all three (3) County fuel card reading sites by the current vendor FleetCor Technologies Operating Company, LLC d.b.a. Fuelman of Norcross, GA, and authorize the County Administrator to execute the contract.

**POINTS TO CONSIDER:**

- 1) The County's current service agreement with Fuelman was executed in 2001. The card reader equipment is no longer supported by the original equipment manufacturer and spare parts for repairs are becoming increasingly difficult to find.
- 2) The upgrade will be facilitated through a cooperative purchasing agreement with TCPN, a national governmental purchasing cooperative program. All TCPN contracts has been competitively bid, evaluated, and awarded by a government entity serving in the lead agency role.
- 3) County procurement code allows for the purchase of services and supplies through a cooperative purchasing agreement.
- 4) FleetCor will replace the island card readers at all three (3) County owned facilities with state-of-the-art FuelMaster equipment. Additionally, the new contract with FleetCor will include a reduction in the cost for unleaded gasoline and diesel prices.

**FUNDING FACTORS:**

\$0 = Florence County will not incur any costs for this upgrade. FleetCor will replace the island card readers at all 3 County owned facilities (including installation) with state-of-art FuelMaster® equipment. This represents an estimated \$24,000 in savings for Florence County in replacement costs.

**OPTIONS:**

- 1) *(Recommended)* Approve as presented.
- 2) Provide An Alternate Directive.

**ATTACHMENTS:**

- 1) Information on the TCPN cooperative purchasing program
- 2) Proposal from FleetCor outlining the details of the upgrade.

[About](#)[Membership](#)[Vendors](#)[Solicitations](#)[Facilities](#)[SEARCH](#)[About TCPN](#)

## SIMPLIFY. Comply. Save.



We make cooperative purchasing as simple as possible, yet our compliant process provides the legally required competition for contracts. We'll do the work, you save the time and money.

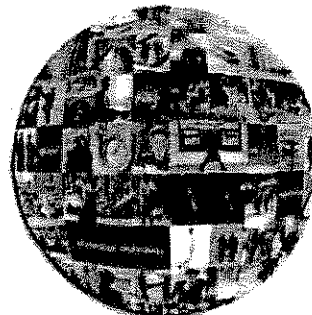
TCPN is a national governmental purchasing cooperative

able to leverage the purchasing potential of governmental entities in all 50 states - this means equal pricing for the smallest entity and the largest buyer. All TCPN contracts are competitively bid and evaluated by a government entity serving as the lead agency. Region 4 Education Service Center serves as the primary lead agency for TCPN contracts. The lead agency awards these contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. TCPN contracts are available for use, and benefit, public and private schools, colleges and universities, cities, counties, non-profits and all governmental entities.

We believe cooperative purchasing means fiscally sound procurement and ensuring you're getting a good value for every dollar you spend. When public entities come together to share services they benefit big in cost savings and time. When public entities utilize a TCPN contract to procure goods and services, it provides the legally required competition for contracts as required by law. TCPN awards best-value contracts based on quality, proven performance, customer satisfaction and most importantly pricing.

Our one and only mission is to help other governmental agencies operate efficiently and economically. Utilizing a TCPN contract means you deal directly with the vendor, as you would normally, using the TCPN contract as your own. We've already done the hard part. And we'll be with you every step of the way to help increase your efficiency, shorten your delivery time, and stretch your budget dollars.

You save the soft costs associated with the competitive bid process, reap the benefits of nationally leveraged pricing, all at no cost to you... *that's working smart!*



### OUR PROCESS

- Research and Development of bid specifications
- Compilation of solicitation documents
- Advertisement of the solicitation both on the TCPN website and in newspapers (including the USA Today) for a minimum of two (2) weeks
- Receipt of sealed responses that are duly recorded and opened publicly
- Tabulation and evaluation of all responses
- Recommendation of vendor contract awards
- Contract awarded by a government agency serving in the lead agency role

### What Makes TCPN Contracts Legal?

All TCPN contracts are competitively bid, evaluated, and awarded by a government entity serving in the lead agency role. TCPN's primary lead agency is Region 4 Education Service Center, which was established in 1967 by the State of Texas under Chapter 8 of the Texas Education Code. Because of this structure, Region 4 is TCPN's primary beneficiary.

### Reinvesting in the Power of Education

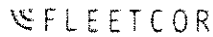
Region 4 Education Service Center is one of the nation's largest education service centers, serving more students and teachers than any other region in Texas. This agency works with educators to deliver creative solutions that help schools to operate more efficiently and effectively. Region 4 delivers innovative solutions spanning every facet of education, from classroom and curriculum development to operations, including food service, maintenance, construction and budgeting. Region 4 produces educational materials available to schools across the nation and is home to one of the nation's largest Braille production facilities. This connection to Region 4, along with valued education partnerships across the country, means that education thrives above all else with TCPN. Current participants include state and local government entities as well as non-profit organizations in all 50 states, including:

- Cities/Municipalities • Churches
- Counties • Charitable Organizations
- State Agencies • Private Schools
- State Colleges and Universities • Private Colleges and Universities

Our procedures have been ISO 9001:2008 certified for 5 years and are independently audited twice yearly, *because we know you might be audited too!*

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**Company:**

FleetCor

**Contract(s):**

Fuel Card Services

**Contract Number:**

R5127 (All PO's must reference "Per TCPN Contract")

**Contract Term:**

March 12, 2012 through March 31, 2015 (with two optional annual extensions)

**Products and Services:**

FLEETCOR is a leading independent global provider of specialized payment products and services including fleet cards, food cards, corporate lodging cards and other specialized payment services for governments and businesses throughout the world. FLEETCOR operates in 21 countries worldwide with over 1,500 employees, processing nearly 200 million transactions per year

FLEETCOR's Fuelman Fleet Card offers your organization a complete fuel management solution, we provide four key benefits

**Savings**

- We offer flexible Pricing Programs, either based on OPIS wholesale index pricing or retail pricing
- We offer flexible Billing Frequencies and Payment Terms
- Tax Exempt Billing for qualified tax exempt customers

**Control**

- System offers best-in-class Purchase Controls Capability
- Driver IDs (Pins) for tracking Driver usage

**Convenience**

- On-line, web based account management for ordering cards/pins and access to reporting or transaction data
- Large and growing network of fueling stations provides convenience
- Cards can be opened up to our vehicle maintenance merchant network if desired
- Alternatively, for participants requiring universal coverage we offer our Universal Premium Fleet MasterCard

**Customizable Reporting & On-site Programs**

- 100% Level 3 data capture and reporting
- On-site Fuel Pump Automation/Reporting (consigned fuel or memo tracking)
- Reporting integrates on-site and off-site transactions into one reporting system
- Exceptions Monitoring Tools and Great Optional Reporting
- Real Time Exceptions Email Alerts

**Documents:**

[Click here for due diligence documents.](#)

**Order Placement:**

Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

**Pricing:**

Contact vendor for pricing.

**Vendor Contacts:****Dana Cobb**

FLEETCOR

Marketing Campaign Manager

5445 Triangle Parkway

Suite 400

Norcross, GA 30092

Office.: 770-729- 5017

[dana.cobb@fleetcor.com](mailto:dana.cobb@fleetcor.com)**Vendor Website:**<http://www.fuelman.com/>



April 26, 2013

Patrick D. Fletcher, CPPB  
Procurement Director  
County of Florence  
180 N. Irby Street MSC-R  
Florence, SC 29501

RE: Proposal to piggyback Florence County onto TCPN Contract #R5127 (RFP # 12-13)

Dear Mr. Fletcher:

I write this letter to outline for you the proposal we have discussed in recent meetings whereby FleetCor would be able to replace the now 12 year old fuel control terminal equipment installed at the County's three (3) on-site refueling facilities listed below:

- Florence County Complex – 180 N Irby St, Florence, SC 29501
- Effingham Public Works - 6748 Friendfield Rd., Effingham, SC 29541
- Florence County Lake City - 345 S Ron McNair Blvd, Lake City, SC 29560

Installed under a 2001 agreement, the fuel control terminal (a.k.a. island card reader) equipment at the Effingham Public Works location is owned by FleetCor and Florence County owns the island card readers at the other two County locations. As you know the island card readers enable FleetCor to provide the Fuelman Fuel Management services which include "Pay-as-you-use", consigned fuel inventory supply for the County owned facilities. Reporting and billing of refueling transactions at the County owned facilities are integrated with off-site refueling activity by the County fleet, providing consolidated usage and management reporting for easy mileage tracking and accountability of motor fuel consumed by the County fleet each week.

As we have discussed, the old AutoGas brand island card reader equipment is no longer supported by the original equipment manufacturer and spare parts for repairs are becoming increasingly difficult to find. We are at a point where the island card readers must be replaced with new technology to prevent downtime at the County's important refueling facilities. FleetCor proposes that in order to facilitate changing out the equipment, Florence County immediately piggyback our contract with The Cooperative Purchasing Network (herein "TCPN"). TCPN is a national cooperative purchasing organization tasked with assisting public entities to increase efficiency and economy when procuring goods and services. TCPN contracts are approved by a single governmental entity, Region 4 Education Service Center, and are available for use and benefit by all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

FleetCor was awarded a three (3) year contract with two (2) one year renewals for Fuel Card Services and Related products by TCPN in March of 2012 (original term expiring March 31, 2015). FleetCor would like a commitment from the County to accept our services through the initial term of the contract and any renewal periods (renewals subject to mutual agreement to extend).

Attachment 1 to this letter is a PowerPoint presentation we have prepared that will help review at a high level the fuel card services and consigned fuel program we offer under the TCPN contract. It provides some slides offering more information about TCPN and updated brief overview of FleetCor as well. For additional details we have previously provided you a copy of our Solicitation response submitted to TCPN on February 9, 2012 and a copy of the TCPN Vendor Contract (TAB 1 – Vendor Contract and Signature Form).

Key highlights about the program, pricing, terms as well as a few key differences from the services the County has been receiving from FleetCor include:

1. **Pricing.** OPIS based, wholesale pricing for both on-site and off-site fuel purchases will continue to be provided, which is almost identical methodology to previous agreement however markup will be slightly lower.
  - a. **On-Site Fuel Price Markup.** On-site pricing will be **\$0.1165** per gallon plus freight/taxes added to the applicable weekly OPIS Newsletter Price using Unbranded Rack Average. This rate is based on the County remaining on Weekly billing frequency with Net 14 Day Terms.
    - Prior agreement was 0.120.
  - b. **Off-site Fuel Price Markup.** Off-site pricing will be **\$0.1075** per gallon plus freight/ taxes added to the weekly OPIS Newsletter Price using the station's applicable supply terminal/rack refiner price (branded or unbranded). Diesel fuel markup will be **\$0.1375**.
    - Prior agreement was 0.120 for both gasoline and diesel so the new gasoline price will be 0.0125 lower and the diesel price will be 0.0175 higher.
  - c. **Pricing Exceptions.** In the TCPN agreement we reserve certain pricing exceptions as follows:
    - 1) **Convenience Network Pricing.** Convenience Network locations are defined as sites accepting the Fuelman Card that are determined by FleetCor to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased and Convenience Network locations are not applicable to volume discount program offers. The current list of merchant's (subject to future change) with applicable Convenience Network Pricing includes:
      - o Sinclair brand stations at posted retail price.
      - o ARCO brand at posted retail price plus \$0.10 per gallon.
      - o Chevron/Texaco brand stations at posted retail price.
      - o Pilot or Flying J Travel Center Stations at credit retail price for diesel purchases, retail price for gasoline purchases.
      - o Love's Country Store / Travel Center Stations at credit retail price for diesel purchases, retail price for gasoline purchases.
      - o TA (Travel Centers of America) or Petro Travel Centers at credit retail price for diesel purchases, retail price for gasoline purchases.
    - 2) **Never Below Cost.** FleetCor reserves the right to never bill Customer for any purchase at a price below FleetCor's cost to settle with the Merchant and in the event the Customer's price calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.
      - Our prior agreement with Florence County did not include these pricing exceptions.
2. **Equipment.** Under this TCPN piggyback proposal, FleetCor offers to replace the island card readers at all 3 County owned facilities (including installation). This represents an estimated \$24,000 in capital expenditures on our part. We will install state-of-art FuelMaster® equipment manufactured by SynTech Systems, Inc. SynTech is an industry leader in the island card reader

equipment space for government fuel systems. Their customer list is very broad and the equipment distributor support structure is tremendous.

- Under prior agreement, Florence County was required to install the equipment at 2 of the locations.
- **This new proposal saves the County approximately \$16,000 in capital outlay versus prior arrangement.**

3. **Consigned Fuel Supply including Terms & Conditions for Services.** Fuel supply will continue to be provided by FleetCor's national fuel supplier Mansfield Oil Company of Gainesville, GA. The County is very accustomed to the service level provided by Mansfield. The company works closely with the County's facilities managers to provide the best service possible. In the TCPN Solicitation Response (TAB 9), we provided a specific set of terms and conditions that will apply for the On-Site Consigned Fuel Services (Section 9.2, pages 114 through 126). The County should review and understand these terms and conditions and advise if there are any questions.
4. **Contracting.** The TCPN program does not require specific contracts for piggybacking their agreements. It would be up to the County as to whether additional formal contracts or board resolutions are required. FleetCor could prepare a more formal piggyback agreement should it be required by the County. If not, we would like to receive a letter from Florence County acknowledging that it would like for FleetCor to proceed with serving the County's on-site locations with consigned fuel management and providing the count fuel card services under the TCPN agreement through March 31, 2013 and any renewals that are mutually agreed. This commitment will enable us to get the Capital Expenditure Request processed and start the process of equipment replacement.
5. **Other Terms & Conditions.** In TAB 9 of our TCPN solicitation response (section 9.1) we provided FleetCor's General Terms and Conditions for Use of Fleet Card. These Terms and Conditions shall apply going forward.

I hope this sufficiently provides you the overview and proposal you were expecting. FleetCor appreciates the opportunity to continue providing our **FuelManagement** solutions to Florence County. Please advise if you need any additional information to facilitate this TCPN piggyback proposal. We look forward to hearing back from you.

Sincerely,



Mark Roberts

cc: Kevin Yokim  
Andrea Mercer  
Ken Moore  
Alice Hafkey

/ATTACHMENT 1: TCPN Overview for Florence County 2013-04-26.pptx

# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Parks and Recreation Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council to award Bid No. 15-12/13 for Lighting at the Laverne Ard Football Field located at 479 E. 6th Ave., Pamplico, SC to the low bidder KMB Electrical of Sumter, SC in the amount of \$93,945.00. *(4 Compliant Bids Received).*

## **POINTS TO CONSIDER:**

- 1) Bid No. 15-12/13 was advertised in the South Carolina Business Opportunities (SCBO) newsletter and in the Morning News on Thursday, April 4, 2013.
- 2) The bid opening was held on April 24, 2013.
- 3) Four (4) bids were received; four (4) bids were compliant.
- 4) Bid award recommendation from the Parks and Recreation Director.
- 5) The bid expires August 24, 2013.

## **FUNDING FACTORS:**

- 1) \$93,945.00 = Total amount to be funded by the FY 2012-2013 budget under line item 315-471-451-000-8605.

## **OPTIONS:**

- 1) Award Bid No. 15-12/13 *(Recommended).*
- 2) Decline Award.

## **ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Recommendation Letter from Parks and Recreation dated May 1, 2013.

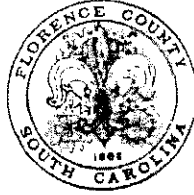
Dept: Parks and Recreation Laverne Ard Football Field Lights		Bid Opening Date: 04/24/2013 Time: 3:00 PM
Invitation-to-Bid #15-12/13		
Name of Bidder	Bid Bond Y/N	Bid Total
KMB Electrical 405 Lakewood Dr. Sumter SC	Y	\$93,945.00
Yates Electric 179 Yates St. Rocking Ham, NC	Y	\$97,902.00
West Electrical Contractos of Newberry 2447 Wilson Road Newberry, SC	Y	\$97,940.00
MWEC Electrical Construction 312 W. 4th Avenue Red Springs, NC	Y	\$114,445.00

**Notes:**

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

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the apparent low bidder as stated on this bid result.



FLORENCE COUNTY  
Recreation

## Memorandum

**To:** Patrick Fletcher, Procurement Director  
**From:** Joe Eason, Parks and Recreation Director  
**Date:** 5/1/2013  
**Re:** Award of Bid #15-12/13

---

I have reviewed the bids for the football lights at Laverne Ard Park and recommend award to KMB Electrical of Sumter, SC. KMB Electrical has completed similar projects for Florence County in the past and qualified to perform this work. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.

## FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Public Works Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council to award Bid No. 17-12/13 for Asphalt Repaving at Derby Lane, Belmont Lane, and Winners Circle in Lake City to the low bidder C. R. Jackson of Columbia, SC in the amount of \$75,390.00 (*4 Compliant Bids Received*).

**POINTS TO CONSIDER:**

- 1) Bid No. 17-12/13 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on Monday, April 15, 2013 and in the Morning News on Saturday, April 13, 2013.
- 2) The bid opening was held on April 30, 2013.
- 3) Four (4) bids were received; Four (4) bids were compliant.
- 4) Bid award recommendation letter from the Public Works Director.
- 5) \$83,840.00 was allocated by the South Carolina Department of Transportation (SCDOT) Florence County Transportation Committee (CTC) for the paving projects.
- 6) The bid expires June 30, 2013.

**FUNDING FACTORS:**

- 1) \$75,390.00 = Total amount to be funded by the South Carolina Department of Transportation (SCDOT) Florence County Transportation Committee (CTC) under line item 141-441-934-000-9700.

**OPTIONS:**

- 1) Award Bid No. 17-12/13 (*Recommended*).
- 2) Decline Award.

**ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Recommendation Letter from Public Works dated May 1, 2013.
- 3) CTC funding approval letter from SCDOT dated March 20, 2013.



Department: County of Florence  
Asphalt Repaving - Lake City, SC

Bid Opening Date: 04/30/2013  
Time: 3:00 PM

Invitation-to-Bid #17-12/13

Name of Bidder	Bid Bond (Y/N)	Submitted Bid
C.R. Jackson 100 Independence Blvd. Columbia, SC	Y	\$75,390.00
Boggs Paving P.O. Box 1609 Monroe, NC	Y	\$76,104.00
Palmetto Corp. of Conway P.O. Box 346 Conway, SC	Y	\$76,692.00
Industrial Paving, Inc. 712 Mineral Springs Road Darlington, SC	Y	\$110,376.00

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the apparent low bidder as stated on this bid result.





FLORENCE COUNTY  
Buildings and Grounds

MEMORANDUM

TO: Patrick Fletcher, Procurement Director  
FROM: Arthur C. Gregg, Jr., Public Works Director *ACG*  
DATE: May 1, 2013  
RE: Recommendation on Awarding Bid #17-12/13

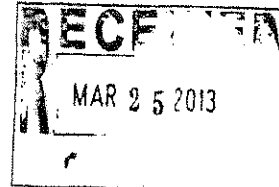
My recommendation on Bid #17-12/13 is that it be awarded to C. R. Jackson in the amount of \$75,390.00.

If you have any questions, please give me a call.

ACG, JR/ig



South Carolina  
Department of Transportation



March 20, 2013

Mr. Arthur C. Gregg, Jr.  
Public Works Director  
Florence County  
Post Office Box 38  
Effingham, South Carolina 29541

Dear Mr. Gregg:

I am pleased to inform you that Florence County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds for an improvement project in Florence County.

Per the CTC's approval, \$83,840.00 was allocated for local paving project C PCN 42417. This project is identified as resurfacing all or a portion of **Winners Circle, Belmont Street and Derby Lane**. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

Florence County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures. No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.



Post Office Box 191  
Columbia, South Carolina 29202-0191

Phone: (803) 737-2314  
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY  
AFFIRMATIVE ACTION EMPLOYER

**FLORENCE COUNTY COUNCIL MEETING**  
**May 16, 2013**

**AGENDA ITEM:**

Request from Mallard Pointe Subdivision Home Owners Association for Mallard Pointe Subdivision to be accepted into Florence County Road Maintenance System

**DEPARTMENT:**

Florence County Public Works

**ISSUE UNDER CONSIDERATION:**

1. Mallard Pointe Subdivision was developed in 1991
2. Streets were inspected during development by Don McCain (Subdivision Compliance Inspection)
3. Inspection was performed so maintenance of subdivision could be accepted by Florence County at a later date.
4. Streets met the Florence County standards that were in place in 1991, but do not meet the 2013 standards
5. The present condition of the streets reveal that there is a good sand clay base under streets
6. Home Owners Association has agreed to mill along curb and gutters and resurface with 2" hot laid asphalt at the Home Owners Association expense before acceptance into Florence County Road Maintenance System
7. Resurface will result in streets being like new construction
8. Home Owners Association has provided Florence County Planning Department liability policy in order to allow sign in the split entrance

**OPTIONS:**

1. Approve Request
2. Disapprove Request

**ATTACHMENTS:**

1. Copy of Request from Mallard Pointe Subdivision Home Owners Association
2. Copy of memo by Don McCain – Mallard Pointe Subdivision, December 19, 1991
3. Letter from Florence County Planning Commission, May 7, 1991
4. Memorandum from Florence County Planning Commission, October 18, 1991
5. Resolution #12-91/92 – Naming three roads for Mallard Pointe Subdivision
6. Drawing of Mallard Pointe Subdivision lay-out
7. Resurfacing proposal from Palmetto Corp.

Florence County and Florence County Council

Re: Mallard Pointe Subdivision

To whom it may concern:

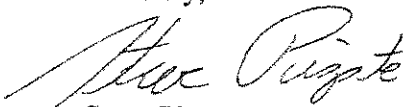
The Homeowner's Association of Mallard Pointe Subdivision requests that Florence County take over possession of the roads and drainage. We will pave the roads at our own expense and contact the county engineer to approve the materials and work to be done by the contractor prior to paving. We have attached a copy of the proposal/bid for the paving of the roads.

Upon completion of the paving, we respectfully request the roads become part of the Florence County Roads and Drainage system.

We have also attached a copy of our liability declaration page showing that we have coverage to protect us in the event we are found liable for any signage, per your request. We plan to maintain this policy as we will continue as an active Homeowner's Association to protect all of our liability exposures.

Thank you for your consideration and we look forward to hearing back from you after your May meeting of Florence County Council.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Pigate".

Steve Pigate  
President

Mallard Pointe Homeowner's Association

M E M O R A N D U M

TO: B.L. ELLIOTT, COUNTY ADMINISTRATOR  
FROM: DON MCCAIN, LANDFILL SERVICES DIRECTOR *Don McCain*  
RE: MALLARD POINTE SUBDIVISION  
DATE: DECEMBER 19, 1991

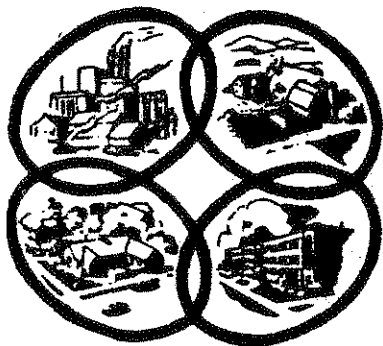
At the request of the developer and engineer of the above referenced subdivision, I made periodic inspections during the construction phases; a final inspection was made when completed.

The Mallard Pointe Subdivision will be private and maintained by an agreement with the Homeowners Association. The reason for the inspections was so the roads could be turned over to the county in the future for maintenance. If a request for road acceptance is ever made, another inspection would be made to ensure the roads still met county standards.

This letter is only to state that the roads met county standards at the time of construction and in no way is intended to be a letter of acceptance.

jw

CC: Glenn Lane, Planner  
Robert L. Weaver, Engineer  
Arthur C. Gregg, Jr., Public Works Director  
M. Glenn Odom, Attorney



*Mallard Point*  
*File*

## FLORENCE COUNTY PLANNING COMMISSION

DRAWER G, CITY-COUNTY COMPLEX  
FLORENCE, SOUTH CAROLINA 29501  
(803) 665-3024

May 7, 1991

Mr. M. Glenn Odom, Esquire  
Fallon and Odom  
Post Office Box 4001  
Florence, South Carolina 29502 .

RE: Mallard Pointe Subdivision

Dear Mr. Odom:

We are pleased to inform you that the final plat for Mallard Pointe has been approved this date (plat previously furnished to you).

The May 6, 1991 Escrow Agreement for needed improvements, and April 30, 1991 letter from Mr. M. A. Sprott of the South Carolina Department of Highways and Public Transportation were deemed acceptable by Mr. B. L. Elliott, County Administrator. As provided for in the agreement, Mr. Don McCain, County Engineer, is prepared to inspect the installation of improvements upon request.

Thank you for your assistance.

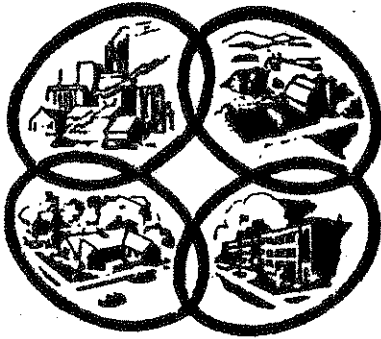
Sincerely,

Glenn C. Lane  
Planner

GCL/ip

cc: Mr. Robert L. Weaver  
Mr. Don McCain

gx002/planning



## FLORENCE COUNTY PLANNING COMMISSION

DRAWER G. CITY-COUNTY COMPLEX  
FLORENCE, SOUTH CAROLINA 29501  
(803) 665-3024

### MEMORANDUM

TO: Affected Agencies  
FROM: Glenn C. Lane, Planner *GCL*  
SUBJECT: Road Namings - Mallard Pointe Subdivision  
DATE: October 18, 1991

On October 17, 1991, Florence County Council officially name three (3) roads located in Mallard Pointe Subdivision, South Cashua Drive, Florence, SC. Please update your records to include these road names.

Please let me know if you have questions.

GCL/ip

Attachments

cc: Fallon & Odom  
Weaver Engineering  
Nesbitt Surveying

memo013/planning92

STATE OF SOUTH CAROLINA }  
COUNTY OF FLORENCE }

RESOLUTION #12-91/92

A RESOLUTION TO NAME THREE ROADS FOR MALLARD POINTE SUBDIVISION, LOCATED OFF SOUTH CASHUA DRIVE IN FLORENCE, SOUTH CAROLINA: MALLARD DRIVE, TEAL DRIVE AND WATERSEDGE DRIVE

WHEREAS, at its regular meeting of October 1, 1991, the Florence County Planning Commission considered the proposed naming of the roads in question; and

WHEREAS, it is the recommendation of the Florence County Planning Commission that these roads should be named as requested (or such changes as needed to conform to the ordinances);

BE IT RESOLVED, by the Florence County Council, duly assembled this 17th day of October 1991, that:

- A. A road located from S. Cashua Drive south to proposed Watersedge Drive, main entrance road, is hereby named MALLARD DRIVE;
- B. A road located from proposed Mallard Drive, east to dead end, a cul-de-sac, is hereby named TEAL DRIVE; and
- C. A road located at the south end of proposed Mallard Drive, ending with cul-de-sacs to the east and west, is hereby named WATERSEDGE DRIVE.

DONE in meeting duly assembled this 17th day of October, 1991.

THE FLORENCE COUNTY COUNCIL:

BY:

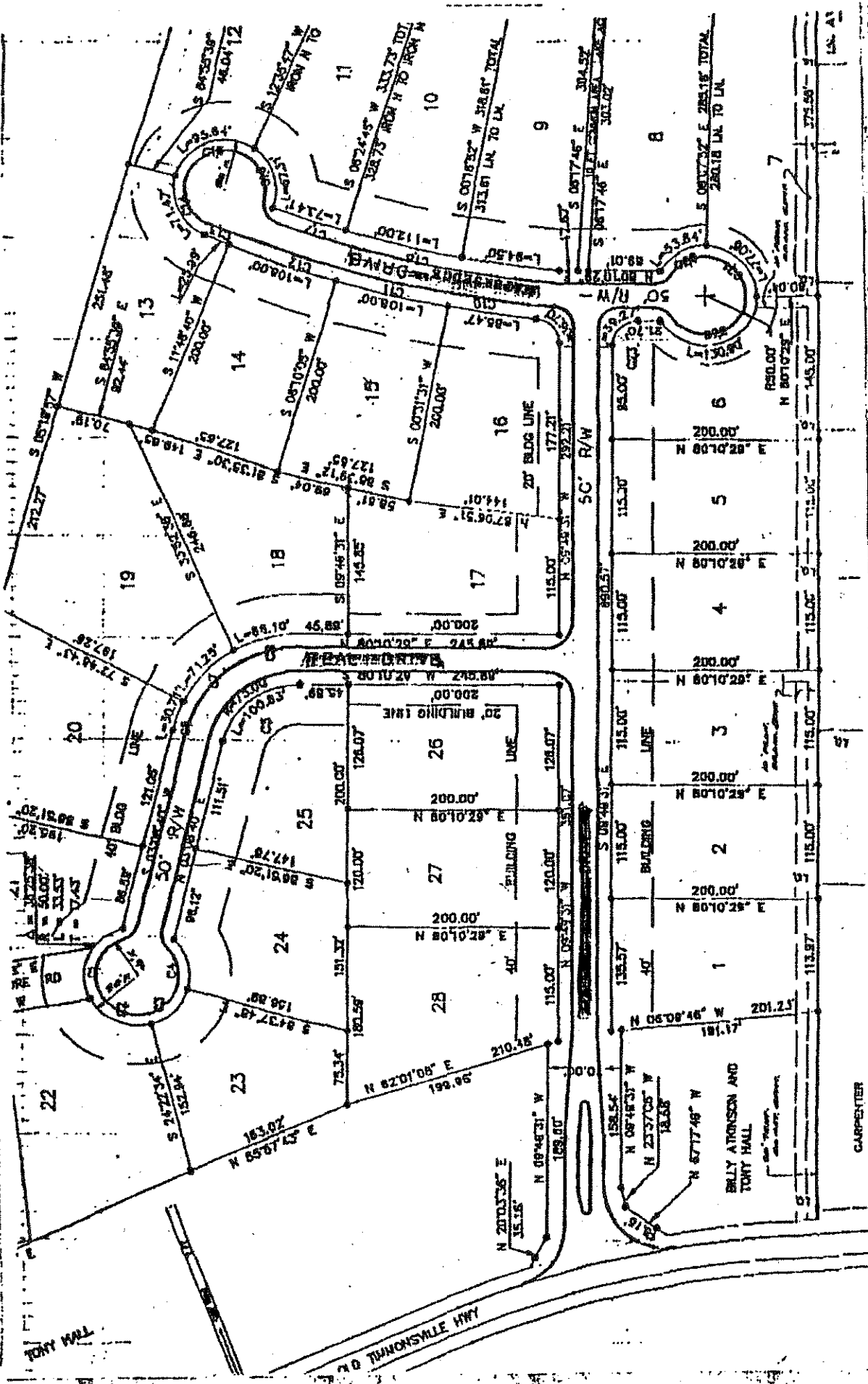
  
JOSEPH W. KING, CHAIRMAN

ATTEST:

  
B.L. ELLIOTT  
COUNTY ADMINISTRATOR

jw







**Palmetto Corp. of Conway**

P. O. Box 346 Conway, S.C. 29528  
(843) 365-2156 FAX (843) 365-7733

1115 N. Williston Rd. Florence, S.C. 29505  
(843) 629-0764 FAX (843) 629-0214

**Proposal**

Date : 1/7/2013  
SUBMITTED TO : Mallard Point Subdivision

JOB CONTACT : Steve  
PHONE :  
FAX :  
EMAIL :

PROJECT NAME :  
OWNER :

PROJECT LOCATION :

Palmetto Corp. hereby proposes to furnish material and labor, for the following work:

	Description	UNIT	Quantity	Unit Price	TOTAL
Item 1	Mill/grind against Curb	LS	1		\$6,100.00
Item 2	Pave 2.0" of Surface C	SY	6,391	\$ 10.77	\$68,831.07
			Total Per County Specification		\$74,931.07
Alternate	Pave 1.5" of Surface C	SY	6,391	\$ 9.05	\$57,838.55

Total

NOTE : Where unit prices are quoted in this proposal, the job is to be measured upon completion and billed at the above unit prices.

**FOR ASPHALT PAVING**

The following are characteristics of asphalt paving, particularly private drives and small area where mechanical spreaders cannot be used and the softer (less stone) mixes are generally preferred.

1. Denting will occur from tire marks, particularly power steering and from other objects and is more pronounced during the first few weeks, especially in the summer months. The asphalt surface becomes harder by wear and weathering.
2. Grass sometimes will grow through asphalt, especially around the edges of pavement.
3. We are not responsible for cracks or repairs to pavement when we place asphalt surface on the customer's base, stone, concrete, or asphalt.

Payment to be made upon completion of work : Any account balance over 30 days will be charged a late penalty of 1 1/2% per month.

Note : If payment is not made as stated above, all legal and attorney fees incurred from collecting will be paid by **CUSTOMER**. All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. **CUSTOMER** to carry fire, tornado and other necessary insurance. our workers are fully covered by Workmen's Compensation Insurance.

Estimator : \_\_\_\_\_

Date : \_\_\_\_\_

Note : This proposal may be withdrawn, if not accepted within 15 days.

**Acceptance of Proposal** : By signing below you are acknowledging the prices, specifications and that the **terms and conditions on page 2** are satisfactory and are hereby accepted. You are authorizing Palmetto Corp. and/or its affiliates to perform the work as specified and that payment will be made to Palmetto Corp. as outlined.

Signature : \_\_\_\_\_

Date of  
Acceptance : \_\_\_\_\_

Florence County Council Meeting  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 1

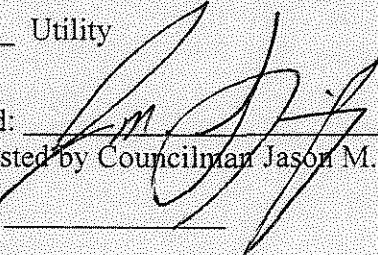
**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$12,500 From Council District 1 Infrastructure Funding Allocation To Assist The City Of Lake City With The Purchase Of Signage For The Godley-Morris Industrial Park.

**FUNDING SOURCE:**

XXX Infrastructure  
\_\_\_\_\_ Road System Maintenance Fee  
\_\_\_\_\_ Utility

Signed:   
Requested by Councilman Jason M. Springs

Date: \_\_\_\_\_

**ATTACHMENTS:**

Copy of the Request from the City of Lake City.

---

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council

# CITY OF LAKE CITY

Lovith Anderson, Jr.  
Mayor

Billy H. Brown, Jr.  
Mayor Pro Tem

John H. Whittleton, Sr., Esq.  
Assistant City Administrator

Cherline L. Wolf, CMC  
Clerk to Council



Members of Council

Sondra Fleming-Crosby

Wilhelmena W. Scott

William J. Sebnick

Gloria C. Tisdale

April 4, 2013

Councilmember Jason Springs  
201 North Blanding Street  
Lake City, SC 29560

Dear Councilmember Springs:

I am sending you this request for \$12,500 to assist the City of Lake City with economic development for the Godley-Morris Park to procure signage. The procurement will be done by the City of Lake City. We appreciate the services that you will be providing for Lake City and the surrounding area and we look forward to continuing to work closely with you in the future. If there is anything that I or the City of Lake City can do to assist you, please let us know.

Sincerely

Lovith Anderson, Jr.  
Mayor

cw

Florence County Council Meeting  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Requested by Council District 1

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$4,800 From Council District 1 Infrastructure Funding Allocation To Replace The Heat Pump In The Concessions Building At Weatherford Field In Scranton.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

Requested by Councilmember:

Signed:  \_\_\_\_\_  
Jason M. Springs

Date: \_\_\_\_\_

**ATTACHMENTS:**

None

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I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council



Florence County Council Meeting  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 4

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$7,600 From Council District 4 Infrastructure Funding Allocation To Assist The Sardis-Timmons ville Rural Fire Department With The Purchase Of A Thermal Imaging Camera For The Newest Fire Truck.

**FUNDING SOURCE:**

XXX Infrastructure

\_\_\_\_\_ Road System Maintenance Fee

\_\_\_\_\_ Utility

Signed: verbally approved – signature pending

Requested by Councilman Mitchell Kirby

Date: \_\_\_\_\_

**ATTACHMENTS:**

Letter of request from the Sardis-Timmons ville Rural Fire Department

---

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council

**Sardis - Timmons ville  
Rural Fire Department**

P.O. Box 270  
Timmons ville, S.C. 29161

May 5, 2013

Mr. Mitchell Kirby

Florence County Council  
City county complex  
180 North Irby Street  
Florence , SC 29501

Dear Mr. Kirby,

We would like to take a moment to thank you for your continuing support of our fire dept. In the past you and your fellow councilmen have played a major roll in helping us grow and ensure we provide the best fire protection for our district. We once again are growing and I would like to ask for your help to buy a thermal imaging camera to place in our newest fire truck. The cost of this camera is approximately \$7,600.00.

Thank You for Your Support,



Will Ward  
Fire chief  
Sardis-Timmons ville Rural Fire dept.

Florence County Council Meeting  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 5

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$6,400 From Council District 5 Infrastructure Funding Allocation To Assist The Town of Coward With Roof Replacement On Two (2) Sheds And One (1) Bathroom Building With No Screw Metal Roofs.

**FUNDING SOURCE:**

XXX Infrastructure  
\_\_\_\_\_ Road System Maintenance Fee  
\_\_\_\_\_ Utility

Signed: verbally approved – signature pending

Requested by Councilman Kent C. Caudle

Date: \_\_\_\_\_

**ATTACHMENTS:**

Copy of the Request from the Town of Coward.

---

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council





## TOWN OF COWARD

P.O. BOX 67 / 3720 U.S. HWY 52

COWARD, S.C. 29530



May 7, 2013

Mr. Kent C. Caudle  
Florence County Council  
Florence, S.C. 29501

Dear Mr. Caudle,

Re: Park Repair

This is a request from the Town of Coward for funds to help with much needed repairs in our Town Park.

1. Replace the tops on two (2) sheds and one (1) bathroom building with no screw metal roofs. Cost \$6400.00.

This request for money is desperately needed to complete this project and to better serve all the children of Coward and the surrounding towns that come and play in our park.

Thank you for any possible help you can give us with this project.

Sincerely ,

Dianne Thomas, Mayor

Florence County Council Meeting  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 8

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$20,000 From Council District 8 Infrastructure Funding Allocation For The Restoration Of The Henry Timrod Schoolhouse And Fencing To Secure/Protect The Schoolhouse.

**FUNDING SOURCE:**

XXX Infrastructure

\_\_\_\_\_ Road System Maintenance Fee

\_\_\_\_\_ Utility

Signed: verbally approved – signature pending  
Requested by Councilman James T. Schofield

Date: \_\_\_\_\_

**ATTACHMENTS:**

None

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I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Requested by Council Districts 5, 6, 7, and 8

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$20,000 From Council Districts' Infrastructure Funding Allocations (As Indicated Below) To Purchase And Install Parking Lot Lighting At Greenwood Athletic Park.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmember:**

Amount: \$5,000

\$5,000

**Signed:**

Kent C. Caudle

Russell W. Culberson

**Amount: \$5,000**

\$5,000

**Signed:**

Rev. Waymon Mumford

James T. Schofield

Date: \_\_\_\_\_

**ATTACHMENTS:**

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council



# FLORENCE COUNTY COUNCIL MEETING

May 16, 2013

**AGENDA ITEM:** Other Business  
Road System Maintenance Fee (RSMF)/Infrastructure  
Council District 8

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$115,043.50 From Council District 8 RSMF Then Infrastructure (If There Are Insufficient Funds Available In RSMF) Funding Allocations To Pay For The Resurfacing Of Crown Road, Wimbledon Avenue, Winterwood Road And Hamilton Drive.

Crown Road	\$30,030.00
Wimbledon Avenue	\$36,465.00
Winterwood Road and Hamilton Drive	\$48,548.50

The cost estimate was prepared by Florence County Public Works.  
Pending Encroachment Permit from SCDOT may increase cost

**FUNDING SOURCE:**

<u>XXX</u>	Infrastructure
<u>XXX</u>	Road System Maintenance
_____	Utility

**SIGNED:**   
Requested by Councilman: James T. Schofield

Date: \_\_\_\_\_

**ATTACHMENTS:**

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

\_\_\_\_\_  
Connie Y. Haselden, Clerk to Council

# FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

**AGENDA ITEM:** Other Business  
Council District #7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$5,313.00 from Council District #7 funding allocations to put additional crushed asphalt on Lamb Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Dept.

**FUNDING SOURCE:**

☐ Infrastructure  
☐ Road System Maintenance  
☒ Utility

**SIGNED:**   
Requested by Councilmember: Rev. Waymon Mumford

Date: \_\_\_\_\_

**ATTACHMENTS:**

---

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council

**PROPOSED ADDITIONS TO THE**  
**MAY 16, 2013 AGENDA**

**DESCRIPTION**  
(Requested by)

**DATE REC'D**

**ITEM**

**ORDINANCES:**

Ordinance No. 36-  
2012/13

05/14/13

An Ordinance Consenting To The Extension Of Time For Project Proton To Complete The Project Pursuant To That Certain Fee Agreement Dated December 1, 2008; And Other Matters Related Thereto.

**BOARDS &  
COMMISSIONS:**

Councilman Culberson

05/13/13

Approve The Appointment Of Rocky Pearce To Serve On The Economic Development Partnership Representing Council District 6, With Term To Begin Immediately And Expiring June 30, 2017.

**REPORTS TO  
COUNCIL:**

Administration/County  
Attorney

05/10/13

Authorize The Purchase Of Real Property Owned By Clebe G. Eaddy And Debbie C. Eaddy, Consisting Of Approximately 4.41 Acres And Designated As Tax Map No. 00211-01-094, In The Amount Of \$35,000; And, Authorize The County Administrator To Execute All Associated Documents To Complete The Purchase, Subject To County Attorney Review.

**OTHER**

**BUSINESS:**

Councilman Culberson

05/13/13

Approve The Expenditure Of Up To \$2,600 From Council Districts' 5 And 6 Infrastructure Funding Allocations (\$1,300 From Each District) To Purchase A Heat Pump For The Control Building At Greenwood Athletic Park.

**EXECUTIVE  
SESSION:**

County Attorney

05/14/13

Contractual Matter/Legal Briefing – Pending Real Property Transaction(s): re: National Cemetery

**FLORENCE COUNTY COUNCIL**  
**Proposed Addition to Agenda**  
May 16, 2013

**AGENDA ITEM:** Ordinance No. 36-2012/13 – Introduction

**DEPARTMENT:** County Council/Economic Development

**ISSUE UNDER CONSIDERATION:**

An Ordinance Consenting To The Extension Of Time For Project Proton To Complete The Project Pursuant To That Certain Fee Agreement Dated December 1, 2008; And Other Matters Related Thereto.

**OPTIONS:**

1. *(Recommended)* Introduce Ordinance No. 36-2012/13.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Ordinance No. 36-2012/13 and Proposed Amendment to Fee Agreement

<b>Sponsor(s)</b>	<b>: County Council/Economic Development</b>	
<b>First Reading/Introduction</b>	<b>: May 16, 2013</b>	I, _____,
<b>Committee Referral</b>	<b>: N/A</b>	Council Clerk, certify that this
<b>Committee Consideration Date</b>	<b>: N/A</b>	Ordinance was advertised on
<b>Committee Recommendation</b>	<b>: N/A</b>	_____ for Public Hearing.
<b>Public Hearing</b>	<b>:</b>	
<b>Second Reading</b>	<b>:</b>	
<b>Third Reading</b>	<b>:</b>	
<b>Effective Date</b>	<b>:</b>	

## ORDINANCE NO. 36-2012/13

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

#### AN ORDINANCE

**(CONSENTING TO THE EXTENSION OF TIME FOR PROJECT PROTON TO COMPLETE THE PROJECT PURSUANT TO THAT CERTAIN FEE AGREEMENT DATED DECEMBER 1, 2008; AND OTHER MATTERS RELATED THERETO.)**

#### WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through the Florence County Council (the "Council") and acting pursuant to Title 12, Chapter 44, South Carolina Code, 1976, as amended (the "Act"), heretofore has entered into a negotiated fee-in-lieu-of-tax arrangement (for purposes hereof, the "FILOT") authorized by the Act with Project Proton (the "Company"), pursuant to a Fee Agreement dated December 1, 2008 (the "Fee Agreement"); and
2. Under the Fee Agreement, the Company contemplated that the capital expansions at its Florence County, South Carolina facility (the "Project") would be completed not later than December 31, 2013; however, the Fee Agreement provides that the County may agree to an extension of the time in which to complete the Project; and
3. The Company has satisfied the minimum investment obligations under the Act and the Fee Agreement and, in view of the fact that the Company anticipates additional investment in the future, the Company desires that the County grant its consent, as permitted under the Act, to a five year extension of the time under the Fee Agreement in which to complete the Project (the "Extension").

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

1. The consent of the Council to the Extension is hereby granted. The consent of the Council shall be reflected and executed through a First Amendment to Fee Agreement, the form of which amendment is attached to this Ordinance. The Administrator of the County is hereby authorized and directed to execute the First Amendment to Fee Agreement by and on behalf of



the County in substantially the form as now appears before the Council, with such minor changes and corrections thereto as shall not increase the cost or liability to the County and as shall be approved by the Chairman of the "Council," upon the advice of counsel, his signature thereon reflecting his approval of any such changes. The Clerk to the Council is hereby authorized and directed to attest such execution.

2. This Ordinance shall take effect and be effective from and after third and final reading and approval by the Council.
3. All Ordinances, Orders, Resolutions, and actions of the County inconsistent herewith are hereby, to the extent of such inconsistency only, revoked, repealed, and superseded.
4. Should any part, portion, or term of this Ordinance be deemed invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect the remainder hereof, all of which is hereby deemed separable.

ATTEST:

SIGNED:

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Connie Y. Haselden, Council Clerk

---

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

---

Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

Florence County, South Carolina

### **FIRST AMENDMENT TO FEE AGREEMENT**

THIS FIRST AMENDMENT TO FEE AGREEMENT (this "Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Florence County Council (the "County Council") as the governing body of the County; and PROJECT PROTON (the "Company"), a corporation duly qualified to transact business in the State of South Carolina.

WITNESSETH:

Recitals.

Pursuant to an Inducement and Millage Rate Agreement dated as of \_\_\_\_\_, 2008 (the "Inducement Agreement") between the County and Company which was authorized by a Resolution adopted by the County Council on \_\_\_\_\_, 2008 (the "Inducement Resolution") and adopted by an Ordinance on \_\_\_\_\_, 2008, the County entered into a Fee Agreement (the "Fee Agreement") with Company to obtain property tax incentives under South Carolina law with respect to certain capital expansions at its Florence County, South Carolina facility (the "Project"). Under the Fee Agreement, Company contemplated that the Project would be completed not later than December 31, 2013. However, the Fee Agreement provides that the County may agree to an extension of the time in which to complete the Project. Under §12-44-40(13) of the South Carolina Code of Laws, 1976 as amended, (the "Code") such an extension is also permitted.

Since Company has met the minimum investment obligations under the Act by investing approximately \$\_\_\_\_\_ at the Project and further anticipates an additional investment in the Project of \$\_\_\_\_\_ to \$\_\_\_\_\_ in the future, Company requests as required by § 4-29-67(c)(2)(A) of the Act, and the County has indicated its willingness to consent, to a five (5) year extension of time to complete the Project until December 31, 2018.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the parties hereto agree as follows:

1. The Investment Period, as defined in the Fee Agreement, shall be extended to December 31, 2018.
2. All other references throughout the Fee Agreement which shall require amending as a consequence of this Amendment, including schedules and exhibits, shall be deemed so amended.
3. Except as amended by this Amendment, the Fee Agreement shall remain unchanged and shall continue in full force and effect. The Fee Agreement as amended by this Amendment, constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous written or oral understandings of the parties with respect to the matters covered hereunder.

[Signature Page to Follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to Fee Agreement to be executed by their duly authorized officer(s), all as of the day and year first above written.

WITNESSES:

FLORENCE COUNTY,  
SOUTH CAROLINA

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

By: \_\_\_\_\_  
James T. Schofield  
Chairman, Florence County Council

Attest: \_\_\_\_\_  
Connie Y. Haselden  
Clerk, Florence County Council

WITNESSES:

PROJECT PROTON

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

By: \_\_\_\_\_  
Name:

STATE OF SOUTH CAROLINA     )

PROBATE

COUNTY OF FLORENCE             )

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Florence County, South Carolina, by its duly authorized officers, seal and as its act and deed, deliver the within written First Amendment to Fee Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_  
day of \_\_\_\_\_, 2013

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My commission expires:

STATE OF \_\_\_\_\_     )

PROBATE

COUNTY OF \_\_\_\_\_     )

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Project Proton, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written First Amendment to Fee Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_  
day of \_\_\_\_\_, 2013

\_\_\_\_\_(SEAL)  
Notary Public for \_\_\_\_\_  
My commission expires:

# **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:**     Boards & Commission  
                             Economic Development Partnership Board

**DEPARTMENT:**     County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Appointment Of Rocky Pearce To Serve On The Economic Development Partnership Representing Council District 6, With Term To Begin Immediately And Expiring June 30, 2017.

**ATTACHMENTS:**

1. Current list of Board members.

## **FLORENCE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP**

**AUTHORITY:**

**Ordinances #4-81/82 and #7-81/82  
#4-91/92, #10-98/99 and #32-99/2000**

**APPOINTED BY:**

**County Council**

The Economic Development Partnership shall consist of a total of eighteen (18) members. Nine (9) of the eighteen (18) members shall be appointed by County Council, with one (1) member representing each county council district. Nine (9) members shall be appointed by Florence County Progress, Inc. and approved by the Florence County Council. Four (4) of the eighteen (18) members shall represent the areas of manufacturing, utilities, banking, and education. In the event of any vacancy in any of these four (4) categories, the category shall be filled by the next pending appointment of Florence County Progress, Inc. Terms are for four (4) years.

### **MEMBERSHIP ROSTER**

<b><u>SEAT</u></b>	<b><u>COUNCIL DISTRICT</u></b>	<b><u>APPOINTEE</u></b>	<b><u>TERM TO EXPIRE</u></b>
1	1	Stewart Altman 335 Scotland Road Lake City, SC 29560	6/2016 389-3990 - H 394-1000 - O
2	2	Vacant	6/2015
3	3	Terry Dingle Director of Internal Relations Florence-Darlington Technical College Post Office Box 100548 Florence, South Carolina 29502	6/2011 661-8321
4	4	Jeff Helton Honda of South Carolina Mfg. Inc. 1111 Honda Way Timmonsville, SC 29161-9421	346-8000 6/2005

<u>SEAT</u>	<u>COUNCIL DISTRICT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
5	5	LaRue Kirby Post Office Box 935 Lake City, SC 29560	6/2013 394-8738 -H 374-7653 - O
6	6	Vacant due to Resignation	6/2017
7	7	Odell Spears Spears Masonry P O Box 15208 Quinby, SC 29506	6/2013 661-0890 - H
8	8	Ken Jackson 2147 Hoffmeyer Rd. Florence, SC 29501	6/2015 667-0233
9	9	John D. Bankson, Jr. Wachovia Bank Post Office Box 100533 Florence, SC 29501 <a href="mailto:John.bankson@wellsfargo.com">John.bankson@wellsfargo.com</a>	6/2015 664-4093



# **FLORENCE COUNTY COUNCIL MEETING**

May 16, 2013

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Administration

## **ISSUE UNDER CONSIDERATION:**

Authorize The Purchase Of Real Property Owned By Clebe G. Eaddy and Debbie C. Eaddy, Consisting Of Approximately 4.41 Acres And Designated As Tax Map No. 00211-01-094, In The Amount Of \$35,000.

## **POINTS TO CONSIDER:**

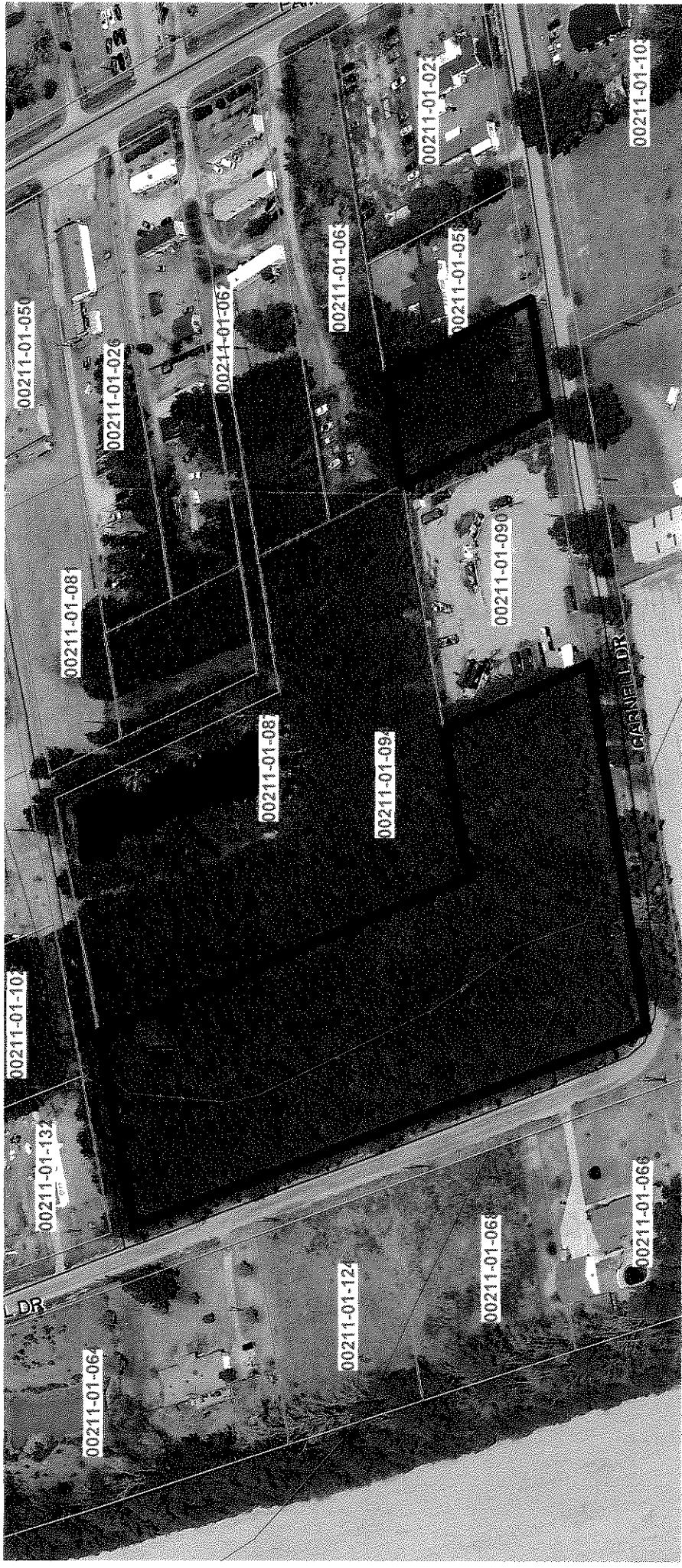
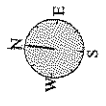
The County Administrator is authorized to execute all associated documents required to complete the purchase of the property, including but not limited to surveys, title insurance, subject to County Attorney review.

## **OPTIONS:**

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

## **ATTACHMENT:**

Aerial photograph of subject property.



Copyright ©2011 Pictometry International Corp.

Average Scale: 1 inch = 128.8 feet

Florence County Council Meeting  
Proposed Addition to Agenda  
May 16, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Requested by Council Districts 5 and 6

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$2,600 From Council Districts' 5 and 6 Infrastructure Funding Allocations (\$1,300 From Each District) To Purchase A Heat Pump For The Control Building At Greenwood Athletic Park.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmember:**

**Amount: \$1,300**

\$1,300

**Signed:** verbally approved-signature pending  
Russell W. Culberson

verbally approved-signature pending  
Kent C. Caudle

Date:

**ATTACHMENTS:**

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council