

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, AUGUST 22, 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 JULY 18, 2013 REGULAR MEETING                     **[1]****  
Council Is Requested To Approve The Minutes Of The July 18, 2013 Regular Meeting Of County Council.

**B.   MINUTES OF THE AUGUST 2, 2013 SPECIAL CALLED MEETING                     **[57]****  
Council Is Requested To Approve The Minutes Of The August 2, 2013 Special Called Meeting Of County Council.

## VI. **PUBLIC HEARINGS:**

[64]

Council will hold public hearing on the following:

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

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. **ORDINANCE NO. 05-2013/14**

An Ordinance To Provide For The Creation Of Advisory Committees To The Fire/Rescue Services Coordinator; And Other Matters Related Thereto.

### C. **ORDINANCE NO. 06-2013/14**

An Ordinance To Amend Ordinance No. 01-2013/14 In Order To Provide Additional Operating Funding For The Hannah-Salem-Friendfield Rural Fire District And Other Matters Related Thereto.

## VII. **APPEARANCES:**

### **DOROTHY M. CROSBY, INTERIM LIBRARY DIRECTOR**

[65]

Ms. Crosby Requests To Appear Before Council To Briefly Present The *Annual Report* For The Florence County Library System.

## VIII. **COMMITTEE REPORTS:**

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

### Administration & Finance

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

*June 20, 2013*

*July 18, 2013*

*Accommodations Tax Reconciliation*

*Resolution No. 04-2013/14 – Moratorium on Non-Emergency Franchises*

### Public Services & County Planning

(Councilmen Poston/Chair, Kirby and Caudle)

*June 2008*

*Museum*

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. 30-2012/13 *(Deferral)* [67]**

A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended.

### **B. RESOLUTION NO. 06-2013/14 [72]**

A Resolution To Approve A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.

### **C. RESOLUTION NO. 07-2013/14 [78]**

A Resolution To Request The South Carolina Building Code Council Delay Adoption Of The Proposed Wind Design Region Line Of Demarcation Within Florence County Pending Study And Recommendation By A Licensed Professional Engineer On Behalf Of The County; And Other Matters Related Thereto.

### **D. RESOLUTION NO. 08-2013/14 [81]**

A Resolution To Approve The Increase Of The Daily Inmate Housing Per Diem Rate At The Florence County Detention Center To A Flat Rate Of \$56 Per Day; And Other Matters Related Thereto.

**X. ORDINANCES IN POSITION:**

**A. THIRD READING**

1. **ORDINANCE NO. 17-2012/13** *(Public Hearing)* **[85]**  
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.
  
2. **ORDINANCE NO. 37-2012/13** **[132]**  
An Ordinance Confirming The Inclusion Of Certain Property Of Angus-Palm LLC In A Joint County Industrial And Business Park With Marion County; Providing For An Extension Thereof; And Addressing Other Matters Related Thereto.
  
3. **ORDINANCE NO. 04-2013/14** **[142]**  
An Ordinance To Impose A One Percent Sales Tax, Subject To A Referendum, Within Florence County Pursuant To The Capital Project Sales Tax Act; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which The Tax May Be Imposed; To Provide The Maximum Cost Of The Projects Or Facilities Funded From The Proceeds To Be Raised By The Tax; To Provide For A County-Wide Referendum And To Concur In The Contents Of The Ballot Question In Such Referendum; To Establish The Priority In Which The Proceeds Of The Tax Are To Be Expended; To Authorize The Issuance Of General Obligation Bonds Of Florence County, Subject To Such Referendum, To Defray Costs Of Projects And Issuance Costs; To Provide For The Conduct Of Such Referendum; To Provide For The Administration Of The Tax; To Provide For The Payment Of The Tax; And To Provide For Other Matters Relating Thereto.

**B. SECOND READING**

1. **ORDINANCE NO. 02-2013/14** **[191]**  
An Ordinance To Rezone Property Owned By Myiona L. Driggers Located At 1819 Bozy Road, Scranton, As Shown On Florence County Tax Map No. 01942, Block 31, Parcel 055; Consisting Of Approximately 0.739 Acres From R-1, Single-Family Residential District To B-3, General Commercial District; And Other Matters Related Thereto.  
*(Planning Commission **approved** 8-0)(Council District 1)*



2. **ORDINANCE NO. 03-2013/14** [199]  
An Ordinance To Rezone Property On Behalf Of Robert H. Powell, Executor, Estate Of Gregg Located At E. Ashby Road, Quinby, As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 212; Consisting Of Approximately 2.199 Acres From RU-1, Rural Community District To B-3, General Commercial District; And Other Matters Related Thereto.  
(Planning Commission *approved* 8-0)(Council District 7)
3. **ORDINANCE NO. 05-2013/14 (Public Hearing)** [207]  
An Ordinance To Provide For The Creation Of Advisory Committees To The Fire/Rescue Services Coordinator; And Other Matters Related Thereto.
4. **ORDINANCE NO. 06-2013/14 (Public Hearing)** [210]  
An Ordinance To Amend Ordinance No. 01-2013/14 In Order To Provide Additional Operating Funding For The Hannah-Salem-Friendfield Rural Fire District And Other Matters Related Thereto.

## **C. INTRODUCTION**

1. **ORDINANCE NO. 07-2013/14** [213]  
An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located At 114, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 308 E. Carolyn Avenue And 316, 318, 322, 326, 328, 330 E. Grace Drive, Florence, More Specifically Shown On Tax Map Numbers 90095, Block 01, Parcels 017, 030, 032-041, And Tax Map Numbers 90095, Block 02, Parcels 001-006, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.  
(Planning Commission *approved* 8-0)(Council District 8)
2. **ORDINANCE NO. 08-2013/14** [219]  
An Ordinance To Amend Florence County Code, Chapter 5, Ambulance Services, In Its Entirety To Establish Procedures Relating To Private Ambulance Services And Other Matters Relating Thereto.
3. **ORDINANCE NO. 09-2013/14** [225]  
An Ordinance To Amend Section 10d Of Ordinance No. 01-2013/14 In Order To Increase Two Coroner Fees And To Add One Additional Coroner Fee And Other Matters Related Thereto.

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

### **A. PLANNING COMMISSION**

**[228]**

Approve The Re-Appointment Of Jody Lane To Serve On The Planning Commission, Representing Council District 8, With Appropriate Expiration Term.

### **B. WEST FLORENCE RURAL VOLUNTEER FIRE DISTRICT**

**[231]**

Approve The Recommendation Of The West Florence Rural Volunteer Fire District Board For The Re-Appointment Of Linda Lang Gipko To Serve On The West Florence Rural Volunteer Fire District Board Of Fire Control, With Appropriate Expiration Term.

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

### **A. ADMINISTRATION**

#### **REVISE 2013 CALENDAR OF MEETING DATES AND HOLIDAYS**

**[234]**

Approve The Revised 2013 Calendar Of Meetings Dates And Holidays To Change The Time Of The September 19<sup>th</sup> Regular Meeting From 6:00 P.M. To 5:00 P.M.

### **B. ADMINISTRATION/GRANTS**

#### **BLACK CREEK ROAD**

**[236]**

Accept Allocation From The South Carolina Department Of Transportation (SCDOT) Under The Florence County Transportation Committee (FCTC) C Funds Program, PCN #42918 In The Amount Of \$184,800 For The Resurfacing Of Black Creek Road From S-26 To S-1134.

### **C. CORONER/PROCUREMENT**

#### **AWARD BID NO. 06-13/14**

**[239]**

Award Bid No. 06-13/14 For Body Removal Services For The Coroner's Office To The Low Bidder Complete Scene Intervention, LLC Of Florence, SC In The Amount Of \$1,400 Per Month For Body Pick-Up And Delivery To The Morgue At McLeod Regional Medical Center, \$400 Per Trip For Body Pick-Up And Delivery To MUSC In Charleston, \$400 Per Trip For Body Pick-Up And Delivery To Newberry Pathology Associates, Newberry, SC, And \$150 For Body Pick-Up And Delivery To Various Funeral Homes In Florence County. *(3 Compliant Bids Received)*

#### **D. PARKS & RECREATION/PROCUREMENT**

##### **1. AWARD BID NO. 01-13/14**

**[242]**

Award Bid No. 01-13/14 To Repair The Splash Pad At Lynches River County Park To The Low Bidder JMD Construction Of Myrtle Beach, SC In The Amount Of \$45,400. *(2 Compliant Bids Received)*

##### **2. AWARD BID NO. 05-13/14**

**[245]**

Award Bid No. 05-13/14 For Greenwood Athletic Park Parking Lot Lighting To The Low Bidder Melton Electric, Inc. Of Myrtle Beach, SC In The Amount Of \$25,758 And Approve Additional Funding For The Project In The Amount Of \$5,758 To Be Funded From Council Districts 5, 6, 7 And 8 (\$1,439.50 From Each District) Infrastructure Funding Allocations. *(6 Compliant Bids Received)*

#### **E. PROCUREMENT**

##### **RFQ PANEL – ENGINEERING SERVICES**

**[248]**

Request The Appointment Of A Council Member To Serve On The RFQ Panel For Engineering Services.

#### **F. PUBLIC WORKS/ENVIRONMENTAL SERVICES/FINANCE**

##### **MOSQUITO ABATEMENT**

**[249]**

Approve The Transfer Of \$20,000 From General Fund Contingency To The Environmental Services Department Budget To Be Used For The Purchase Of Chemicals For Mosquito Abatement.

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

#### **A. INFRASTRUCTURE**

##### **1. TOWN OF SCRANTON**

**[250]**

Approve The Expenditure Of Up To \$10,000 From Council District 1 Infrastructure Funding Allocation For Repairs And Reroofing On Maintenance Buildings For The Town Of Scranton.

##### **2. LYNCHES RIVER ATHLETIC PARK**

**[252]**

Approve The Expenditure Of Up To \$4,900 From Council District 4 Infrastructure Funding Allocation For The Purchase Of Security Doors For Buildings At Lynches River Athletic Park.

**3. GREENWOOD ATHLETIC PARK** **[253]**

Approve The Expenditure Of Up To \$1,960.80 From Council District 6 Infrastructure Funding Allocation To Assist In Putting A Cement Drive And Walkway At Greenwood Athletic Park.

**4. WALNUT STREET** **[254]**

Approve The Expenditure Of Up To \$61,538 From Council District 7 Infrastructure Funding Allocation To Pay For The Resurfacing Of Walnut Street.

**5. COUNTY GENERAL FUND** **[255]**

Approve The Re-Allocation Of Up To \$85,000 From Council Districts' Infrastructure Funding Allocations (Amounts From Each District As Follows: \$9,000 Districts 1, 3, and 5, \$17,000 District 2, \$4,000 Districts 4 and 9, and \$11,000 Districts 6, 7, and 8) To Transfer Funding From District Infrastructure Allocations To The County General Fund.

**B. ROAD SYSTEM MAINTENANCE FEE (RSMF)**

**1. DUNAWAY ROAD** **[256]**

Approve The Expenditure Of Up To \$18,150 From Council District 6 RSMF Funding Allocation To Pay For Additional Crushed Asphalt For Dunaway Road.

**2. ROYAL STREET** **[257]**

Approve The Expenditure Of Up To \$96,420 From Council District 7 RSMF Funding Allocation To Pay For The Resurfacing And Reclamation Of Royal Street.

**3. CROWNLAND ESTATES** **[258]**

Approve The Expenditure Of Up To \$8,500 From Council District 8 RSMF Funding Allocation To Pay For The Resurfacing Of Crownland Estates.

**4. WOODS DRIVE** **[259]**

Approve The Expenditure Of Up To \$41,250 From Council District 8 RSMF Funding Allocation To Pay For 1 ½" Of Hot Laid Asphalt For The City Portion Of Woods Drive Off Of Second Loop Road.

**XIV. EXECUTIVE SESSION:**

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

**XV. INACTIVE AGENDA:**

**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**

August 22, 2013

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

## **ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the July 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, JULY 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  
Mitchell Kirby, Council Member  
Russell W. Culberson, Council Member  
Roger M. Poston, Council Member  
Kent C. Caudle, 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:**

Suzanne S. King, Administrative Services Director  
Kevin V. Yokim, Finance Director  
Bonнита Andrews, Human Resources Director  
Ryon Watkins, EMS Director  
Jonathan B. Graham, III, Planning Director  
Andrew Stout, Museum Director  
Patrick Fletcher, Procurement Director  
Dorothy Crosby, Interim Library Director  
Dale Rauch, Facilities Manager  
Jack Newsome, Tax Assessor  
David Alford, Voter Registration/Elections Director  
Sam Brockington, Fire/Rescue Services Coordinator  
Coroner Keith vonLutcken  
Chief Deputy Glen Kirby, Sheriff's Office  
Lindsay Buchanan, Morning News  
Ken Baker, WMBF News  
Tonya Brown, WPDE News  
Patricia Burkett, WBTW News

A notice of the regular meeting of the Florence County Council appeared in the July 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, posted in the lobby of the City-County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, 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 Caudle made a motion Council Approve The Minutes Of The June 20, 2013 Regular Meeting Of County Council. Councilman Mumford seconded the motion, which was approved unanimously.

### **PUBLIC HEARINGS:**

The Clerk Published The Title And Chairman Schofield Opened The Public Hearing For The Following:

### **ORDINANCE NO. 37-2012/13**

An Ordinance Confirming The Inclusion Of Certain Property Of Angus-Palm LLC In A Joint County Industrial And Business Park With Marion County; Providing For An Extension Thereof; And Addressing Other Matters Related Thereto.

### **APPEARANCES:**

There were no appearances requested or scheduled.

### **COMMITTEE REPORTS:**

### **ADMINISTRATION & FINANCE**

Chairman Schofield Stated That This Report Would Be Provided Later In The Meeting.

### **RESOLUTIONS/PROCLAMATIONS:**

### **RESOLUTION NO. 30-2012/13 (Deferred)**

The Chairman stated Resolution No. 30-2012/13 would be deferred: A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended.

### **RESOLUTION NO. 01-2013/14**

The Clerk published the title of Resolution No. 01-2013/14: A Resolution to Authorize The Addition Of A Vehicle To The County Fleet For The Florence County Museum. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 02-2013/14**

The Clerk published the title of Resolution No. 02-2013/14: A Resolution To Approve The Florence County Stormwater Design Manual; And Other Matters Related Thereto. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.



#### **RESOLUTION NO. 03-2013/14**

The Clerk published the title of Resolution No. 03-2013/14: A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Additional Participants In The South Carolina Procurement Card Program And To Increase One Daily And Monthly Limit. Councilman Springs made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously. At the request of Councilman Caudle, County Administrator Rusty Smith provided a brief overview of the program. The Finance Department was trying to be fiscally responsible in handling credit. Many businesses no longer allowed open/charge accounts. This request was for the Sheriff's Department – Fiscal Technician would have an increase in the amount, the Procurement Department and GIS Department would also have increased amounts.

#### **RESOLUTION NO. 04-2013/14**

The Clerk published the title of Resolution No. 04-2013/14: A Resolution For Establishing A Moratorium On Non-Emergency Ambulance Franchises For Up To One (1) Year While County Council Studies The Application Process And Fees For Non-Emergency Ambulance Franchises. Councilman Poston made a motion Council approve the Resolution as presented. Councilman Bradley seconded the motion. Councilman Springs made a motion to Amend The Motion To Change The Time Frame To Sixty (60) Days Rather Than One (1) Year. Councilman Kirby seconded the motion. Councilman Caudle stated that if the County didn't have any regulations in place he didn't understand why the three applicants would be held and impede the wheels of commerce. Couldn't a regulation be put in place in the sixty days and approve the applications already received if they met the qualifications? Chairman Schofield stated it was his intent to move the issue to the Administration & Finance Committee and hold a public meeting to discuss it and work up a plan with staff for a recommendation at the next regular meeting of Council. He stated he did not think it would negatively impact the three current applicants. Councilman Caudle made a motion to table the motion for that period of time. There was no second to the motion. Council unanimously approved the motion to amend. The Resolution as Amended was approved with an eight (8) to one (1) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Kirby, Bradley, Mumford, Dorriety and Springs. Voting 'No' was Councilman Caudle.

#### **RESOLUTION NO. 05-2013/14**

The Clerk published the title of Resolution No. 05-2013/14: A Resolution Authorizing The Execution And Delivery Of A Modification To That Certain Inducement And Millage Rate Agreement By And Among Florence County, South Carolina, Monster Worldwide South Carolina, Inc., And Pee Dee Red Rock, LLC And That Certain Memorandum Of Understanding By And Among Florence County, South Carolina, Monster Worldwide South Carolina, Inc., Pee Dee Red Rock, LLC And The South Carolina Department Of Commerce, Each Dated As Of June 26, 2008. The Clerk stated Pee Dee Red Rock, LLC should actually read Red Rock Pee Dee, LLC. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Caudle seconded the motion, which was approved unanimously.

### **PUBLIC HEARINGS:**

There being no signatures on the sign-in sheet for Public Hearing, Chairman Schofield closed the Public Hearing.

### **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. 31-2012/13 – THIRD READING**

The Clerk published the title of Ordinance No. 31-2012/13: An Ordinance To Zone 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. Councilman Springs made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

#### **ORDINANCE NO. 32-2012/13 – THIRD READING**

The Clerk published the title of Ordinance No. 32-2012/13: 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. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

#### **ORDINANCE NO. 33-2012/13 – THIRD READING**

The Clerk published the title of Ordinance No. 33-2012/13: 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. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

#### **ORDINANCE NO. 34-2012/13 – THIRD READING**

The Clerk published the title of Ordinance No. 34-2012/13: An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management; And Other Matters Related Thereto. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

### **ORDINANCE NO. 35-2012/13 – THIRD READING**

The Clerk published the title of Ordinance No. 35-2012/13: 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. Councilman Mumford made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

### **ORDINANCE NO. 37-2012/13 – SECOND READING**

The Clerk published the title of Ordinance No. 37-2012/13: An Ordinance Confirming The Inclusion Of Certain Property Of Angus-Palm LLC In A Joint County Industrial And Business Park With Marion County; Providing For An Extension Thereof; And Addressing Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Caudle seconded the motion, which was approved unanimously.

### **ORDINANCE NO. 02-2013/14 – INTRODUCED**

The Clerk published the title of Ordinance No. 02-2013/14 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Property Owned By Myiona L. Driggers Located At 1819 Bozy Road, Scranton, As Shown On Florence County Tax Map No. 01942, Block 31, Parcel 055; Consisting Of Approximately 0.739 Acres From R-1, Single-Family Residential District To B-3, General Commercial District; And Other Matters Related Thereto.

### **ORDINANCE NO. 03-2013/14 – INTRODUCED**

The Clerk published the title of Ordinance No. 03-2013/14 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Property On Behalf Of Robert H. Powell, Executor, Estate Of Gregg Located At E. Ashby Road, Quinby, As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 212; Consisting Of Approximately 2.199 Acres From RU-1, Rural Community District To B-3, General Commercial District; And Other Matters Related Thereto.

### **ORDINANCE NO. 04-2013/14 – INTRODUCED**

The Clerk published the title of Ordinance No. 04-2013/14 and the Chairman declared the Ordinance introduced: An Ordinance To Impose A One Percent Sales Tax, Subject To A Referendum, Within Florence County Pursuant To The Capital Project Sales Tax Act; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which The Tax May Be Imposed; To Provide The Maximum Cost Of The Projects Or Facilities Funded From The Proceeds To Be Raised By The Tax; To Provide For A County-Wide Referendum And To Concur In The Contents Of The Ballot Question In Such Referendum; To Establish The Priority In Which The Proceeds Of The Tax Are To Be Expended; To Authorize The Issuance Of General Obligation Bonds Of Florence County, Subject To Such Referendum, To Defray Costs Of Projects And Issuance Costs; To Provide For The Conduct Of Such Referendum; To Provide For The Administration Of The Tax; To

Provide For The Payment Of The Tax; And To Provide For Other Matters Relating Thereto.

Chairman Schofield stated that normally at introduction there were no comments of an Ordinance, but because this Ordinance was of such critical importance to the citizens and received a lot of press, he felt it was imperative he make a few comments.

"The Capital Project Sales Tax in Florence County that will be decided upon by the people in this County is one issue and one issue only. It is whether the people will get to decide - and for me and this Council, we think the people should decide this issue. We need to invest in our community and the Capital Project Sales Tax is the best way to do that. It allows us to pay for many needed capital projects at 2/3 of the cost that would have come from other methods of financing. If we pay for them with taxes, you will pay completely the cost of the project. With the Capital Project Sales Tax, because people from outside the County pay those taxes, about 1/3 of the cost of any of these projects will be paid by people visiting our County. As the tornado a few weeks ago demonstrated, we must be ready. We had two different mobile home parks with multiple homes destroyed. We almost had an Amtrak derailment because of a tree across the main line by the storm and we had several tractor trailers overturn on I-95 leaking diesel fuel. All at the same time; all within the Windy Hill Fire District. I would like to commend the District on their efforts at containing those situations. I was there; they did an exemplary job. I would also like to publicly thank the City of Florence Fire Department for its assistance in responding to this disaster. When a disaster like this hit, it shows you why you have to support uniform first response services throughout the County. We do not have that yet in Florence County. Our rural departments, while some have very good equipment, few have adequate buildings, they all have very dedicated volunteers who risk their life for you and me, but they lack dramatically the equipment and resources to bring an effective response. They are the ones that we all depend on, including the people that live in the City of Florence. That tornado a couple of weeks ago ran a pretty straight line; did a lot of damage. If it had run Jeffries Creek like it did in Hurricane Hugo, it could wipe out three City fire stations, which would almost completely eliminate the City's response. People asked me 'why should the people in the City be concerned?' Because if the City has a major disaster, the rural fire services in Florence County are going to be the ones we are looking to help us. This is of critical importance to everyone in this County.

We have a radio system that is 20 plus years old that every fire and law enforcement, EMS responders are dependent on. Mandated by the FCC to be replaced in two years and no longer has the support from Motorola to fix it - no parts available. A few weeks ago, it failed and it endangered the lives of some of our law enforcement officers. Suppose it failed during one of these tornados or other types of disasters. It could go down tomorrow and we couldn't get it fixed in a reasonable amount of time. The radio system must be replaced and it's a choice of how to pay for it. Its \$15 million. Do we want to pay \$10 from the taxpayers of Florence County with a penny or do we want to pay \$15 million with property tax. I think the answer to that question is pretty apparent.

County Council, not the Legislature, has the ultimate responsibility to be sure that Florence County is ready to handle these types of emergencies. In my opinion, we are not ready at this time for a major disaster. Our citizens deserve better than we can provide at

this time and it is up to this Council to give the people the opportunity to decide and that is what we are doing. We can not make this happen. Only with the public support can these many worthwhile, necessary projects be accomplished. The people of Florence County have lived up to their obligation on the previous referendum as of March 31, 2013 and have collected \$116,865,000. This tax has collected in many quarters in excess of \$5 million per quarter, and from that you can see, that as of June 30<sup>th</sup>, which has already come and gone, we should have right at \$122 million collected on the previous tax. When the September 30<sup>th</sup> quarter ends, this County will have fully satisfied its obligation of \$125 million to the State Infrastructure Bank in order to qualify for the \$250 million match. This is not even including the over \$8 million worth of interest that has been earned to the benefit of Florence County taxpayers in the Infrastructure Bank, and it is sitting in the Infrastructure Bank in Columbia. Some people talk about the \$148 million contained in the previous ballot question, but that's simply an amount required by State law for the tax to end or it must end at seven years, which it appears it will do so. There is no requirement that that amount of revenue be raised. However, it is apparent from the numbers that I just gave you that, including the interest, even this amount will be exceeded in available funds to complete these six road projects by the time the tax ends next April 30<sup>th</sup>. The people of this County have lived up to all of its obligations to this point required under that referendum. It is time for the State of South Carolina to live up to its obligation to complete these road projects as timely as possible, using the funds collected, as they have promised to the people of our County on many occasion.

Our passing of this Ordinance, which allows the re-imposition of the tax, is about letting the people decide. The projects that they spoke about at the many of public hearings are worth their support. This penny will be controlled by the local people, controlled by the local level, not the State, expended on local projects that will happen very quickly because of the use of bond financing. This bond financing should protect the public from the increase in cost of construction that many of us expect to occur during the time this tax will be collected. This bond amount will be set at an amount that is significantly below what the tax is expected to raise so that the people of this County are assured that there will never be any effect on their property taxes to pay off this bond. The projects will be built simultaneously, providing critical infrastructure needs as fast as possible. Much different than the current project schedule.

What does the referendum contain? \$18 million for the fire departments (if somebody checks me on these numbers I did this real hurriedly this morning about 6 a.m.), \$15 million for the new radio system, a new veterans' affairs office at the National Cemetery, new water tanks in Lake City, Pamplico and Coward, new water lines, \$18 million worth of water and sewer, \$20 million worth of roads in the City of Florence, \$12 million in dirt roads, paving as requested by the citizens at the public hearings, \$4 million in paving, which in my mind is for new jobs. We are talking about investing in infrastructure to bring new industry to Florence County and bring jobs and tax base so that we don't have to raise your taxes. We have an already approved industrial mega-site in Florence County that needs roads; one that rivals in size and amenities anything that BMW or Boeing or the other large industries that have come to our State were built on. We have another industrial site that also needs additional access for it to develop. We need to invest in our future. That is not going to happen with paving farm-to-market roads. \$40 million of road

paving in the nine Council districts. So, a total of almost \$76 million (almost half of the funds) in this capital project request would go to pave roads. Let the people decide.

The Attorney General argued in his letter to us that if you let the people vote in this referendum that it would frustrate the will of the voters in the last referendum. Have you ever heard a more illogical argument in your life? No, Mr. Deputy Attorney General, what is frustrating the will of the voters in the other referendum is the delay. The fact that the State leaders have not produced in building these roads any faster than they have. We understand why; the EPA, The Corp of Engineers, there are legitimate reasons, but they're still not built. The money's in the bank and we know they will be built, but the people are frustrated and they vented that frustration at the public hearings. This has a negative impact on this referendum and may cause them to vote it down, because they are so frustrated. I hope not. The will of the voters cannot possibly be frustrated by letting people vote in the referendum which is their's to decide and their's only. It is not for the politicians to decide. Not the Attorney General. Not the Department of Revenue. Not any one person. Let the people of Florence County speak unimpeded by outside influence. Let the will of the people decide whether they will have more adequate fire department facilities and equipment, extended water lines, water tanks, over 150 new fire hydrants on the City of Florence water system alone. Let the people decide if they want lower fire insurance rates because of this. Let them decide if they want dirt roads paved that have been promised for years and the repaving of roads in every district in this County. Let the people decide. That is how you don't frustrate the will of the voters.

It has been mentioned in the Morning News that potentially the State would institute a lawsuit against the people of Florence County to try and prevent them from voting in a referendum. Talk about frustrating the will of the voters! The Department of Revenue and those in power in Columbia did not frustrate the will of the voters in York, Aiken, Sumter, Marion counties just to name a few, they let the people decide. The people of Aiken continued their tax in January of this year and they are still completing the projects from the previous year, which ran for seven years. No lawsuit was filed against them. They have not finished all of their projects but the Attorney General says we must. Why are the citizens of Florence County any different?

People might vote against it. I understand. We have incredible odds. But isn't it about letting the people decide or is it about any of us politicians NOT letting you decide? Does that make any sense? I don't believe so. This is about going to the public in the next 90 days and explaining to them what this independent Sales Tax Commission has decided after listening to the people. Going to every area of this County explaining what is happening with the last referendum and how this one is so much different. That the money will be kept here in Florence. That the Treasurer of Florence will make sure that all funds expended are for the projects as outlined in the question. These projects will be done very timely because they will be done with bond financing. We are going to show the people of this County that County government knows how to get things done, as long as the people will vote for this referendum. I can understand how people may be inclined to vote against it with all the extraneous noise that has been raised, but I believe the issue is so important to the well-being of our citizens we must ask them at this time. I hope the people will look at the issue clearly and that their safety will be increased with fire

protection facilities. That new and expanded water facilities will affect the fire insurance rates, which will likely off-set the tax implications for those who receive these new water lines. And all of that will take precedence to any complaints they have over the previous referendum and its completion timeline.

The way to keep our taxes low in the future is to invest in our community and it is time to invest in this community. It is up to our community of how we want to invest, not the politicians. Only County Council can give you the right to vote. We have had the public hearings, to listen to what the citizens say they want and many said they want something in addition to roads. On the other hand, we can vote this down and do nothing, as one of the politicians has suggested. On the other hand, we can invest in our first responders and be prepared to protect our citizens. Which do you want to invest in? My fellow citizens, unless the State of South Carolina interferes with this, it is going to be your choice. I hope you get that choice in November and I pray that we make the right choice. Those of us who daily watch the ability of our County to respond to your needs and emergencies know this is critical to Florence County. To protect our citizens, to increase our tax base and provide new jobs, and to protect us from additional taxes in the future. This Council supports letting the citizens decide. THEY, not any politician, will decide what is best for Florence County. We intend to go across this County and every member of this Council will be working hard to ensure the passage of the referendum. Because you can believe me, all of us up here understand that for our fire departments, for EMS, for our roads, for everything contained in here for our municipalities that need water tanks, that this is a critical time in Florence County and we need this to pass. As I said, it's unusual to speak about a matter that is up for introduction, but this matter is of critical importance to Florence County."

#### **ORDINANCE NO. 05-2013/14 – INTRODUCED**

The Clerk published the title of Ordinance No. 05-2013/14 and the Chairman declared the Ordinance introduced: An Ordinance To Provide For The Creation Of Advisory Committees To The Fire/Rescue Services Coordinator; And Other Matters Related Thereto.

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

##### **JOHNSONVILLE RURAL FIRE DISTRICT**

Council Unanimously Approved The Recommendation Of The Johnsonville Rural Fire District Board For The Re-Appointment Of Vernon M. Tanner and William Prosser To Serve On The Johnsonville Rural Fire District Board, With Appropriate Expiration Terms.

##### **COMMISSION ON ALCOHOL & DRUG ABUSE**

Council Unanimously Approved The Re-Appointment Of Bishop Oscar Hardman To Serve On The Commission On Alcohol And Drug Abuse, Representing Council District 1, With Appropriate Expiration Term.

### **BOARD OF ASSESSMENT APPEALS**

Council Unanimously Approved The Re-Appointment Of Ted Walter To Serve On The Board Of Assessment Appeals, Representing Council District 1, With Appropriate Expiration Term.

### **MUSEUM BOARD**

Council Unanimously Approved The Appointment Of Jenny Levine To Serve On The Florence County Museum Board, Representing Council District 4, With Appropriate Expiration Term.

## **REPORTS TO COUNCIL:**

### **ADMINISTRATION**

#### **MONTHLY FINANCIAL REPORTS**

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

#### **STRATEGIC PLANNING & FACILITY PROGRAMMING PRESENTATION**

Ashby Gressette – Stevens And Wilkinson Architects And Mike Thomas – Justice Planning Associates Presented The Findings Of The Strategic Planning And Facility Programming For The Administration And Judicial Facilities. The first phase was the Strategic Planning Phase. Mr. Thomas stated that when they began the project they set goals and a process to achieve those goals. One goal was to attempt to develop a long-term strategic vision on how the Complex should operate, how the court should operate (whether in the Complex or a separate building), and what the urban implications would be. Then a short-term goal to try to effectively re-use the space vacated by the City. The Project Methodology consisted of 1) Needs Assessment, 2) Resource Evaluation, and 3) Strategic Plan. The forecast indicated that population growth in Florence County would reach about 170,000 in 2040. The progress growth pattern exerts a demand for services.

According to the study, the facilities in the Complex were among the most over-crowded and operationally ineffective that they had seen in the United States. In the late 1960s this building seemed like a good idea. The problem was that while the concept of everything under one roof was a good one, it didn't adequately provide for any one of the services. The courts have not been effective since shortly after the building was built, partly due to the inability to provide the right means of separating parties and providing security in this building. The six (6) foot public corridors in the Complex prevent the ability to provide a safe, secure, appropriate court environment. The minimum standard for public corridors was fourteen (14) feet to allow separation of parties involved in the court process. The configuration of the building would not accommodate for restricted circulation for the Judges, jury, victims, staff, etc. Mr. Thomas stated the court functions would never work effectively in the Complex.



There were forty years worth of accumulated problems in the building. The recommendation was for the construction of a new courthouse. He stated that the clock was ticking before something really serious occurred in the Complex. They offered six scenarios for a new courthouse. Mr. Thomas stated he recommended Scenario #4 for Florence County, which involved the construction of six courts with the ability to expand to eight courts in the future and would include Juvenile Justice and Probation. The projected cost for Scenario #4 was in excess of \$36 million.

Mr. Thomas said the Complex desperately needed a fire suppression system. Another issue in the building was asbestos. He recommended removal as opposed to abatement. The current wheelchair ramps did not meet ADA compliance, they were too narrow. The estimated cost for preliminary renovation and very modest upfit was \$17 million.

Mr. Thomas provided an overview of the recommendation for the most cost effective short-term expansion with little to no cost. He stated the third floor would never be usable space for anything but storage. Just to rip out the steel that was on the third floor could cost as much as half a million dollars. In order to undergo a comprehensive renovation of the usable space in the building, including asbestos abatement, it would be difficult to accommodate the offices on the first floor, particularly the Treasurer's office. The County would potentially need to consider relocating those offices temporarily until the asbestos could be abated. He suggested doing the renovations right, do it once, wait until you could get it right, then the Complex would last another 30 to 40 years. (Copies of the handouts provided to Council are attached and incorporated by reference.)

Mr. Gressette displayed a model of the downtown area which depicted a new courthouse being built on property across Irby Street. The model was a three-story structure. Another longer range plan was the construction of a parking garage behind the existing Complex. The thought was that the parking garage could be put off for approximately 20 years.

Chairman Schofield thanked Mr. Gressette, Mr. Thomas and their staff for the work they had already completed on the project. He stated that even if the County had funding in place (which they don't) that it would take five years to build the courthouse. He stated with the City moving out the Council felt it was the appropriate time to address the issue. One of the recommendations that the County was already moving on was the moving of the Veterans Affairs Office across the street to make it more accessible for disabled American veterans.

## **FINANCE/FLORENCE MUSEUM**

### **AWARD BID NO. 19-12/13**

Councilman Dorriety made a motion Council Award Bid No. 19-12/13 For The Construction Of Exhibit Structure, Casework, Graphics, And Audio Visual Components For The New Florence County Museum To Capital Exhibit Services Of Manassas, VA In The Amount Of \$1,093,428.00. Councilman Mumford seconded the motion, which was approved unanimously.

## **FIRE/RESCUE SERVICES**

### **UPDATE ON FIRE/RESCUE SERVICES DEPARTMENT**

Mr. Smith stated that before Mr. Brockington provided his presentation, he wanted to announce that Sam Brockington had been inducted into the South Carolina Fire Fighter's Hall of Fame. Councilman Springs presented Mr. Brockington with the plaque from the South Carolina Fire Fighter's Association and provided the background on the award. Mr. Brockington taught seminars across the Carolinas regarding rural water supply, then developed the same curriculum for the State Fire Academy, which was still being taught. He has served for 13 years on the State Fire Commission and served as the Chairman on the State's Training and Education Committee for the Fire Academy and was instrumental in the development of the Fire Academy. He has a total of 44 years in fire service, with 25 years as Chief of South Lynches Fire Department; one of the first eight rural departments in the nation to receive its ISO rating without regard to fire hydrants. (The current ISO rating for South Lynches is 4.) Councilman Springs stated he anticipated with Chief Brockington serving as the Fire/Rescue Services Coordinator for Florence County, each department within the County would reap the benefits and rewards of his service. Due to his contributions to the fire services in South Carolina, fire services were now better trained and would operate much safer. Mr. Brockington expressed his appreciation for the recognition and stated Chief Kerry Tanner from Johnsonville had also been a recipient of the same award.

Fire/Rescue Services Coordinator Sam Brockington Provided A Brief Update On The Fire/Rescue Services Department. One of the issues facing the majority of the fire departments under Council's control was the lack of tax base to adequately fund operations for endeavors to meet National standards such as National Fire Protection Association and OSHA Safety Standards. There was also a desire for better control over the millions of dollars being spent on fire protection in Florence County.

A comprehensive study was conducted on fire services in Florence. The creation of the Fire/Rescue Services Coordinator was one of the results of that study, in order to work with seven independent fire districts to establish a workable solution for fire service in Florence County. He stated Florence County was fortunate to have the quality of fire service providers it currently held. He stated all the departments were performing more with less and did an excellent job of managing funds. He stated one of the items needed to move forward was the Ordinance Council introduced earlier on the Agenda for the establishment of advisory boards to develop a strategic plan by using these two advisory committees for operational and capital budgeting purposes. The goal was to have an ordinance for Council to vote on in December so that it could be completed by March, with the opportunity to contract with the seven departments with a performance based contract to set the standards to accomplish the mission for implementation in 2014. He said they were all working together to develop the best possible fire protection for Florence County. He said what he needed from Council more than anything was support; the biggest asset the County had was its people, and we needed to take care of them.

At the request of Councilman Mumford, he introduced the fire chiefs present at the meeting: John DeLung-Windy Hill, Monty Tedder-Hannah-Salem-Friendfield, Larue Hendrix-West Florence, and Kerry Tanner-Johnsonville. Councilman Mumford commended Mr. Brockington for his efforts. Councilman Kirby stated he had already seen a change in the attitude of the fire service providers and expressed his appreciation for the fire departments working together. Councilman Springs stated that as a volunteer firefighter of 22 years, he had the utmost respect for what Mr. Brockington had done for South Lynches and held him to a higher standard and was anxious to see what he was going to do for Florence County. Chairman Schofield commented that you could see on the Capital Project Sales Tax that the number one item on the list was fire. It also included water and fire hydrants as well as roads for the trucks to travel.

## **PUBLIC DEFENDER'S OFFICE/HUMAN RESOURCES**

### **ADDITIONAL FULL-TIME POSITION**

Councilman Mumford made a motion Council Authorize A Full-Time Assistant Public Defender Position Grade 26 To Be Funded By The South Carolina Office Of Indigent Defense. Councilman Culberson seconded the motion, which was approved unanimously. Mr. Smith stated the County was not asked to contribute any funding for this position; it was totally funded by the South Carolina Office of Indigent Defense.

## **OTHER BUSINESS:**

### **INFRASTRUCTURE**

#### **CITY OF LAKE CITY**

Councilman Springs made a motion Council Approve The Expenditure Of Up To \$15,000 From Council District 1 Infrastructure Funding Allocation For The Construction Of A New Restroom Facility At Dew Park In Lake City. Councilman Dorriety seconded the motion, which was approved unanimously.

#### **DEWITT'S BLUFF LANDING**

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$950 From Council District 2 Infrastructure Funding Allocation For Facility Improvements At Dewitt's Bluff Landing. Councilman Culberson seconded the motion, which was approved unanimously.

#### **LYNCHEs RIVER ATHLETIC PARK**

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$3,100 From Council District 4 Infrastructure Funding Allocation To Purchase Additional Bleachers For Lynches River Athletic Park. Councilman Dorriety seconded the motion, which was approved unanimously.

#### **TIMMONSVILLE HIGH SCHOOL BASEBALL FIELD**

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$800 From Council District 4 Infrastructure Funding Allocation For Facility Improvements At Old Timmonsville High School Baseball Field. Councilman Culberson seconded the motion, which was approved unanimously.

#### **WINDY HILL VOLUNTEER FIRE COMPANY**

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$4,500 From Council Districts' Infrastructure Funding Allocations (Approximately \$534 From Each District) To Assist The Windy Hill Volunteer Fire Company With The Purchase Of Training Equipment And Construction Of Facilities To Train For Aircraft Fires. Councilman Springs seconded the motion, which was approved unanimously.

#### **MCLAUGHLIN ROAD/HIGHWAY 52 TURN LANE**

Councilman Springs made a motion Council Approve The Expenditure Of Up To \$45,000 From Council Districts 1, 4 And 8 Infrastructure Funding Allocations (Approximately \$15,000 From Each District) To Construct A Turn Lane On McLaughlin Road And Highway 52. Councilman Kirby seconded the motion, which was approved unanimously.

#### **CITY OF FLORENCE**

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$56,000 From Council Districts 3, 7, And 8 Infrastructure Funding Allocations (Approximately \$18,667 From Each District) To Assist The City Of Florence With The Following Projects: \$15,000 Jeffries Creek Park Shelter Repairs (District 8); \$2,000 Lester Park Shelter Repairs (District 3); \$25,000 Timrod Park Tennis Court Resurfacing (\$3,166 District 3, \$18,667 District 7 And \$3,167 District 8); And \$14,000 Freedom Florence Backstops (\$13,500 District 3 And \$500 District 8). Councilman Bradley seconded the motion, which was approved unanimously.

#### **UTILITY**

#### **RESURRECTION CENTER**

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$6,930 From Council District 3 Utility Funding Allocation To Pay For Crushed Asphalt For Driveway At Resurrection Center In Florence, SC. Councilman Mumford seconded the motion, which was approved unanimously.

#### **EXECUTIVE SESSION:**

Councilman Caudle made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Contractual Matter. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered executive session at 10:28 a.m. Council reconvened at 11:09 a.m.

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

#### **COUNCIL MEETING ADJOURNED AT 11:09 A.M.**

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

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

# PUBLIC HEARING

August 2, 2013

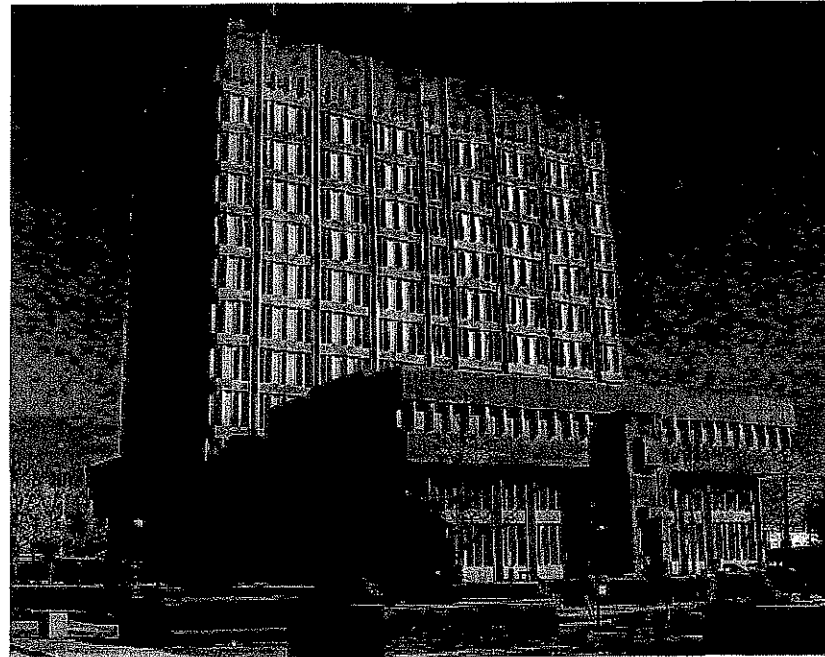
## ORDINANCE NO. 04-2013/14

An Ordinance To Impose A One Percent Sales Tax, Subject To A Referendum, Within Florence County Pursuant To The Capital Project Sales Tax Act; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which The Tax May Be Imposed; To Provide The Maximum Cost Of The Projects Or Facilities Funded From The Proceeds To Be Raised By The Tax; To Provide For A County-Wide Referendum And To Concur In The Contents Of The Ballot Question In Such Referendum; To Establish The Priority In Which The Proceeds Of The Tax Are To Be Expended; To Authorize The Issuance Of General Obligation Bonds Of Florence County, Subject To Such Referendum, To Defray Costs Of Projects And Issuance Costs; To Provide For The Conduct Of Such Referendum; To Provide For The Administration Of The Tax; To Provide For The Payment Of The Tax; And To Provide For Other Matters Relating Thereto.

	NAME	ADDRESS	PHONE NUMBER
1.	KERRY TANNER	Johnsonville	386-2500
2.	MURRAY JORDAN	FLORENCE.	229-0379
3.			
4.			
5.			
6.			
7.			
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11.			
12.			
13.			
14.			

# PROJECT UPDATE TO COUNTY COUNCIL

## *Presentation of Long-Term Strategic Plan*



Stevens & Wilkinson / Justice Planning Associates / Goforth Brown & Associates

July 18, 2013

**PROJECT METHODOLOGY**  
*Florence County Administrative and Judicial Complex*

**ANALYSIS**

**SYNTHESIS**

*Task 1*  
**NEEDS  
ASSESSMENT**

- 1.1 Analyze Current and Future Operational Requirements
- 1.2 Analyze System Growth; Project System Factors
- 1.3 Project Judgeships, Court Staff, County Staff to 2040
- 1.4 Develop Appropriate Space Standards
- 1.5 Quantify Long-Term Space Needs to 2040

*Task 2*  
**RESOURCE  
EVALUATION**

- 2.1 Document Current Square Footage by Component
- 2.2 Evaluate/Score Agencies and Components (Spatial and Operational Evaluation)
- 2.3 Evaluate Existing Building(s) (Physical/Systems Evaluation)
- 2.4 Evaluate Parking Needs and Availability
- 2.5 Evaluate Potential Site(s) for New Construction

*Task 3*  
**STRATEGIC  
PLAN**

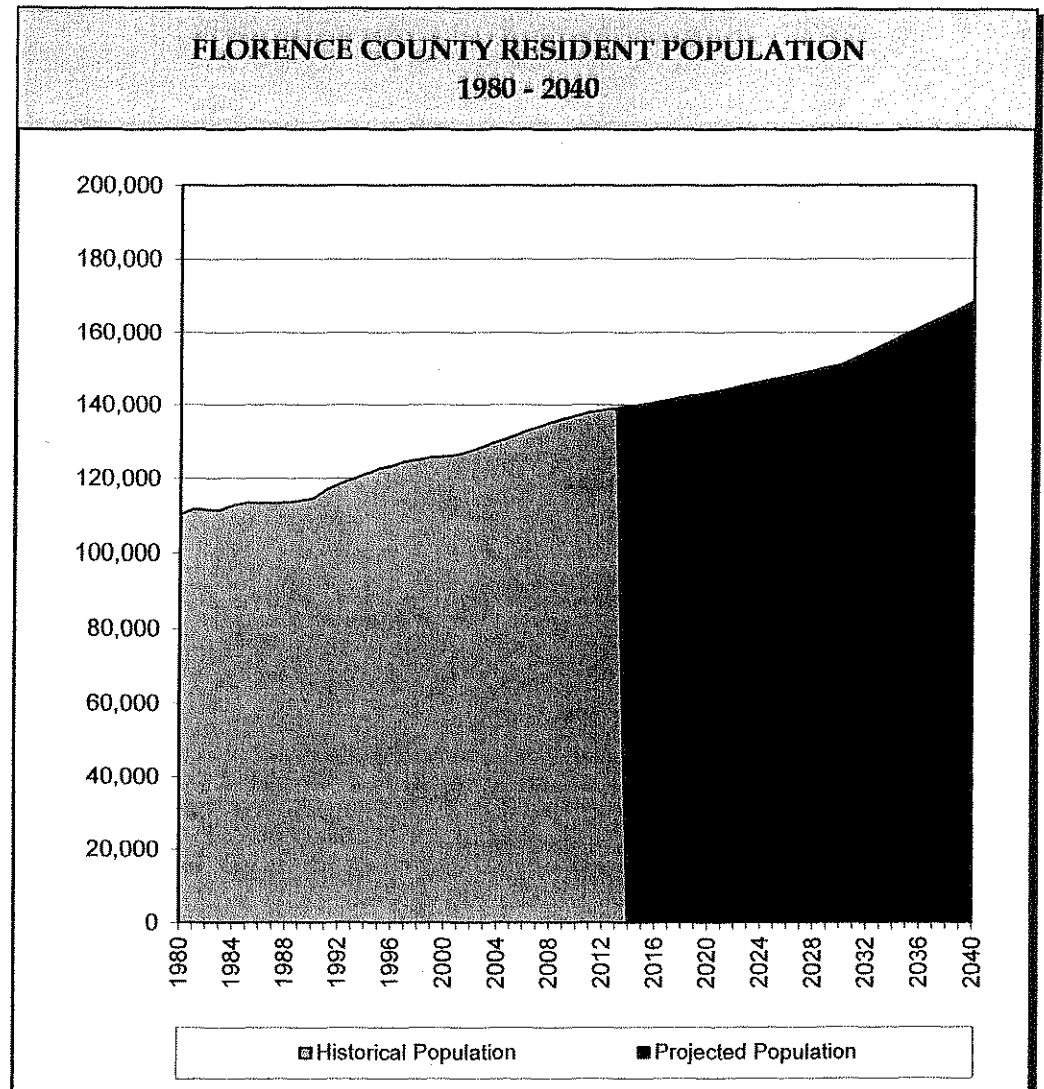
- 3.1 Develop Renovation Scenarios
- 3.2 Develop New Building and Renovation Scenarios
- 3.3 Develop Conceptual Blocking and Stacking Plans
- 3.4 Define Project Priorities, Phasing Plan, and Schedule
- 3.5 Develop Preliminary Cost Estimates
- 3.6 Develop Recommendations / Final Report

**TASK 1: NEEDS ASSESSMENT AND PROJECTIONS**



**Table A-1  
FLORENCE COUNTY RESIDENT POPULATION, 1980 - 2040**

Year	Total Residents	Change per Year	
		Percent	Number
* <u>Historical Population</u>			
1980	110,163	--	--
1990	114,344	0.4%	418
2000	125,761	1.0%	1,142
2010	136,885	0.9%	1,112
<u>Current Population</u>			
2013	138,931	0.5%	682
<u>Projected Population</u>			
2020	143,100	0.5%	622
2025	147,000	0.5%	780
2030	150,900	0.5%	780
2035	159,650	1.2%	1,750
2040	168,400	1.1%	1,750



Sources: U.S. Census Bureau; Budget and Control Board Office of Research and Statistics.

**Table B-1**  
**CIRCUIT COURT ANALYSIS, 1993 - 2012**

CIRCUIT COURT	Historical Period																				Period
	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Change
<b>FILINGS</b>																					
<b>TOTAL</b>	5,422	5,042	4,988	5,627	5,536	5,445	5,328	5,673	5,531	5,887	5,936	5,431	5,404	6,244	6,371	6,649	6,181	7,866	7,143	6,917	28%
General Sessions	3,736	3,458	3,471	3,952	3,760	3,567	3,473	3,567	3,585	3,635	3,503	3,062	3,259	3,925	4,203	4,128	3,794	3,852	3,798	3,508	-6%
Common Pleas	1,686	1,584	1,517	1,675	1,777	1,878	1,855	2,106	1,946	2,252	2,433	2,369	2,145	2,319	2,168	2,521	2,387	4,014	3,345	3,409	102%
<b>DISPOSITIONS</b>																					
<b>TOTAL</b>	5,216	5,050	4,981	5,168	5,230	5,292	5,293	5,842	5,797	5,438	6,165	5,847	5,219	5,444	6,325	6,770	6,033	7,367	7,122	6,956	33%
General Sessions	3,749	3,175	3,684	3,696	3,548	3,400	3,502	3,614	3,684	3,373	3,756	3,436	2,805	3,316	3,990	4,314	3,696	3,358	3,739	3,432	-8%
Common Pleas	1,467	1,875	1,297	1,472	1,682	1,892	1,791	2,228	2,113	2,065	2,409	2,411	2,414	2,128	2,335	2,456	2,337	4,009	3,383	3,524	140%
<b>DISPOSITION RATE</b>																					
<b>TOTAL</b>	96%	100%	100%	92%	94%	97%	99%	103%	105%	92%	104%	108%	97%	87%	99%	102%	98%	94%	100%	101%	5%
General Sessions	100%	92%	106%	94%	94%	95%	101%	101%	103%	93%	107%	112%	86%	84%	95%	105%	97%	87%	98%	98%	-3%
Common Pleas	87%	118%	85%	88%	95%	101%	97%	106%	109%	92%	99%	102%	113%	92%	108%	97%	98%	100%	101%	103%	19%
<b>TERMS OF COURT</b>																					
Total Terms of Court	n/a	n/a	n/a	47.4	55.4	64.4	61.4	58.4	70.7	83.0	81.0	78.0	77.0	81.0	73.0	69.0	76.0	83.0	84.0	95.0	100%
General Sessions	n/a	n/a	n/a	27.4	27.4	33.6	32.5	31.4	33.2	35.0	33.0	31.0	30.0	31.0	30.0	31.0	37.0	41.0	37.0	37.0	35%
Common Pleas	n/a	n/a	n/a	20.0	28.0	30.8	28.9	27.0	37.5	48.0	48.0	47.0	47.0	50.0	43.0	38.0	39.0	42.0	47.0	58.0	190%
<b>JUDGES</b>																					
Resident Judges	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	50%
Judicial FTE	n/a	n/a	n/a	1.2	1.4	1.6	1.5	1.5	1.8	2.1	2.0	2.0	1.9	2.0	1.8	1.7	1.9	2.1	2.1	2.4	100%
<b>CASELOAD</b>																					
Filings per Term	n/a	n/a	n/a	119	100	85	87	97	78	71	73	70	70	77	87	96	81	95	85	73	-39%
Filings per Judge	2,711	2,521	2,494	2,814	2,768	2,723	2,664	2,837	2,766	2,944	2,968	2,716	2,702	3,122	3,186	3,325	3,091	2,622	2,381	2,306	-15%
Dispositions per Judge	2,608	2,525	2,491	2,584	2,615	2,646	2,647	2,921	2,899	2,719	3,083	2,924	2,610	2,722	3,163	3,385	3,017	2,456	2,374	2,319	-11%
<b>RATIOS</b>																					
Filings per 1,000 Pop.	45.3	41.7	40.7	45.6	44.5	43.6	42.4	45.1	43.8	46.2	46.1	41.8	41.3	47.1	47.6	49.2	45.4	57.5	51.8	50.0	10%
Judges per 10,000 Pop.	0.17	0.17	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.22	0.22	0.22	30%
<b>POPULATION</b>																					
Total Residents	119,614	121,040	122,555	123,275	124,494	124,888	125,612	125,761	126,377	127,343	128,671	129,855	130,982	132,489	133,757	135,032	136,120	136,885	137,862	138,397	16%

Notes: (1) The significant increase in Common Pleas filings in 2010 is due to foreclosures.

(2) The number of total judges is based on terms of court divided by 40 weeks. This assumes that 12 weeks of the year are allocated to vacation, holidays, sick leave, training, and chamber time.

(3) 2013 Terms of Court are as follows: Circuit Court: 88 (General Sessions - 39 / Common Pleas - 49).

Source: South Carolina Court Administration.

**Table B-9**  
**CIRCUIT COURT JUDGE PROJECTIONS, 2013 - 2040**

CIRCUIT COURT	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013										
Judges	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0										
Florence Co. Population	118,319	119,614	121,040	122,555	123,275	124,494	124,888	125,612	125,761	126,377	127,343	128,671	129,855	130,982	132,489	133,757	135,032	136,120	136,885	138,397	138,931										
Judges / 10,000 Pop.	0.17	0.17	0.17	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.15	0.15	0.15	0.15	0.15	0.22	0.22	0.22	0.22										
Total Filings	5,422	5,042	4,988	5,627	5,536	5,445	5,328	5,673	5,531	5,887	5,936	5,431	5,404	6,244	6,371	6,649	6,181	7,866	7,143	6,917	n/a										
Filings per Judge	2,711	2,521	2,494	2,814	2,768	2,723	2,664	2,837	2,766	2,944	2,968	2,716	2,702	3,122	3,186	3,325	3,091	2,622	2,381	2,306	n/a										
HISTORICAL PERIOD: 1993-2013			Percent Change		Number Change		1993-13 Average		PROJECTIONS OF RELEVANT VARIABLES			2020		2025		2030		2035		2040											
Judges			50.0%		2.5%		1.0		0.05		2.2		Florence County Population			143,100		147,000		150,900		159,650		168,400							
Judges per 10,000 Population			27.7%		1.4%		0.047		0.002		0.17		Total Filings			7,589		8,056		8,528		9,232		9,949							
Filings per Judge			-15.0%		-0.8%		-405.3		-21.3		2,783																				
Florence County Population			17.4%		0.9%		20,612.0		1,030.6		128,590																				
FORECAST MODELS			2020		2025		2030		2035		2040		FORECAST MODELS			2020		2025		2030		2035		2040							
1) HISTORICAL TREND -- % CHANGE													5) FILINGS PER JUDGE																		
= 2.5% /year from base: 3.0			3.5		3.9		4.3		4.7		5.0		<=			(A) Linear Regression		2.6		2.8		2.9		3.1		3.3		<=			
																= Least Squares Analysis		2,890		2,920		2,951		2,982		3,012					
2) HISTORICAL TREND -- # CHANGE																(B) Average Ratio (1993-2012)		2.7		2.9		3.1		3.3		3.6		<=			
= 0.05 /year from base: 3.0			3.4		3.6		3.9		4.1		4.4		<=			= 2,783 filings per judge		2,783		2,783		2,783		2,783		2,783					
3) LINEAR REGRESSION			2.9		3.2		3.4		3.6		3.8		<=			(C) Current Ratio (2012)			3.3		3.5		3.7		4.0		4.3		<=		
																= 2,306 filings per judge		2,306		2,306		2,306		2,306		2,306					
4) POPULATION RATIO																6) MULTIPLE REGRESSION															
(A) Increasing Ratio			3.3		3.6		3.9		4.3		4.7		<=			= Variables: Time, Pop., Filings			3.0		3.2		3.4		3.7		4.0		<=		
= 0.002 /year from base: 0.22			0.23		0.24		0.26		0.27		0.28					= R-Square: 0.65			3.0		3.2		3.4		3.7		4.0				
(B) Linear Regression			2.9		3.1		3.4		3.7		4.1		<=																		
= Least Squares Analysis			0.20		0.21		0.22		0.23		0.24																				
(C) Current/High Ratio			3.1		3.2		3.3		3.4		3.6		<=																		
= 0.22 judges per 10,000 pop.			0.22		0.22		0.22		0.22		0.22																				

**Table E-1**  
**SUMMARY OF HISTORICAL STAFFING, 1993 - 2013**

AGENCY	Fiscal Year																				
	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
COUNTY GOVERNMENT	102	103	104	106	106	110	117	122	126	128	134	134	140	145	147	151	150	152	153	150	151
Administration	2	2	2	5	4	4	4	6	6	6	7	7	7	7	7	8	8	8	7	7	7
Assessor	18	17	17	17	17	20	20	20	20	20	20	20	20	20	20	23	24	24	24	23	23
Auditor	9	9	9	9	9	9	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11
Coroner	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Council	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Facilities Management	5	5	5	5	4	5	5	5	5	5	5	5	5	6	6	6	5	5	6	6	6
Finance	11	11	11	11	13	13	9	9	10	11	11	11	10	11	11	11	11	12	11	11	11
GIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	5	5	5	5	5	5
Human Resources	2	3	3	3	3	2	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4
IT	1	1	1	1	1	1	1	2	4	4	4	4	4	6	6	8	7	8	9	9	11
Planning	18	18	19	19	19	20	27	27	27	28	33	33	40	40	38	34	35	35	35	33	33
Procurement	5	5	5	3	3	3	3	3	3	3	3	3	3	4	4	4	4	4	4	4	4
Treasurer	17	18	18	18	18	18	19	20	21	21	21	21	21	21	22	22	21	21	22	22	21
Veterans Affairs	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
JUDICIAL SYSTEM	76	79	83	85	85	88	89	95	98	101	110	132	137	140	142	147	143	139	140	139	143
Clerk of Court	28	30	34	36	36	37	38	38	40	40	40	42	42	43	43	44	44	44	44	44	44
Juvenile Justice	9	9	10	10	10	11	11	12	12	13	13	13	13	14	14	14	12	10	10	10	11
Probate Court	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	9	8	8	8	8	8
Probation	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	19	20	20	21	20	19	17	18	15	17
Public Defender	9	9	8	8	8	8	8	8	9	9	9	9	10	10	11	13	13	13	13	13	13
Sheriff (Civil Process)	8	8	8	8	8	8	8	9	9	9	9	9	10	10	10	10	10	9	9	8	8
Solicitor	14	15	15	15	15	16	16	20	20	22	31	32	34	35	35	37	37	38	38	41	42
TOTAL	178	182	187	191	191	198	206	217	224	229	244	266	277	285	289	298	293	291	293	289	294

Note: Staff totals exclude Circuit and Family judges and chamber staff, as well as the Probate Judge. These positions will be forecasted separately.

**Table E-49**  
**SUMMARY OF STAFF PROJECTIONS**

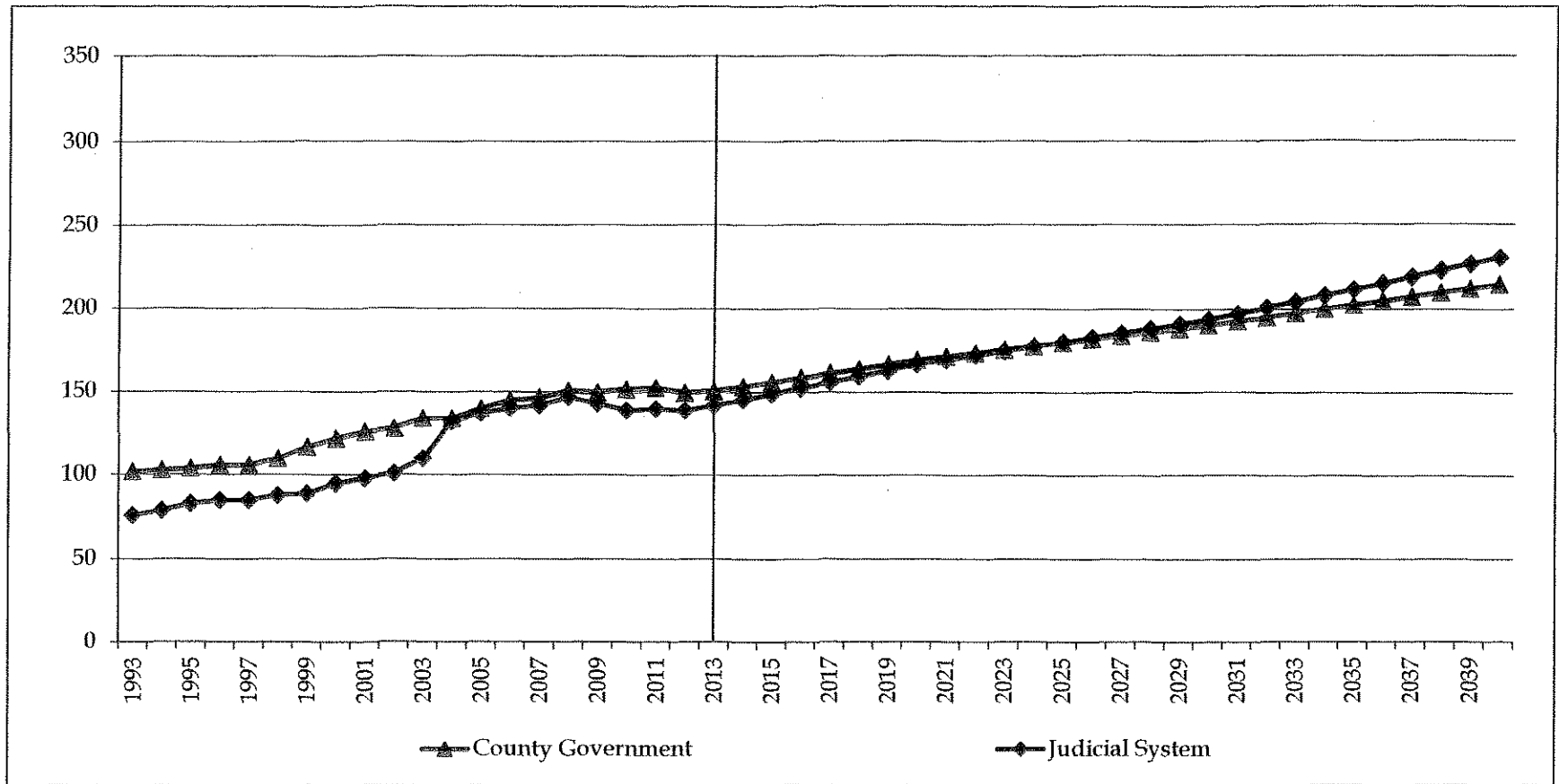
Agency	Historical	Existing	Projected				
	1993	2013	2020	2025	2030	2035	2040
<b>COUNTY GOVERNMENT</b>	<b>102</b>	<b>151</b>	<b>169</b>	<b>180</b>	<b>190</b>	<b>203</b>	<b>215</b>
Administration	2	7	9	10	11	12	13
Assessor	18	23	25	26	27	29	31
Auditor	9	11	12	13	13	14	14
Coroner	2	3	3	4	4	4	4
Council	9	9	9	9	9	9	9
Facilities Management	5	6	6	6	7	7	7
Finance	11	11	11	12	12	12	12
GIS	0	5	6	6	7	7	8
Human Resources	2	4	5	5	6	6	6
IT	1	11	12	14	15	17	18
Planning	18	33	41	44	48	52	56
Procurement	5	4	4	4	4	4	4
Treasurer	17	21	23	24	25	26	27
Veterans Affairs	3	3	3	3	3	3	3
<b>JUDICIAL SYSTEM</b>	<b>76</b>	<b>143</b>	<b>167</b>	<b>180</b>	<b>194</b>	<b>212</b>	<b>230</b>
Clerk of Court	28	44	50	54	57	62	67
Juvenile Justice	9	11	13	14	15	16	17
Probate Court	8	8	8	8	9	9	9
Probation	n/a	17	18	18	19	20	22
Public Defender	9	13	15	17	19	21	23
Sheriff (Civil Process)	8	8	10	10	10	11	11
Solicitor	14	42	52	59	65	74	82
<b>TOTAL</b>	<b>178</b>	<b>294</b>	<b>336</b>	<b>360</b>	<b>384</b>	<b>414</b>	<b>445</b>

Note: Judicial System totals do not include judges (and associated chamber staff) which have been forecasted separately from general staff projections:

Circuit Court Judges	2	3	3	3	3	4	4
Family Court Judges	2	3	3	3	3	4	4
Probate Court Judges	1	1	1	1	1	1	1

**Table E-50**  
**SUMMARY OF HISTORICAL AND PROJECTED STAFFING, 1993 - 2040**

AGENCY	Historical	Existing	Projected				
	1993	2013	2020	2025	2030	2035	2040
County Government	102	151	169	180	190	203	215
Judicial System	76	143	167	180	194	212	230
<b>TOTAL</b>	<b>178</b>	<b>294</b>	<b>336</b>	<b>360</b>	<b>384</b>	<b>414</b>	<b>445</b>



**TASK 2: COMPONENT EVALUATIONS**

**Table F-2  
EXISTING SQUARE FOOTAGES**

Component	Floor	DGSF	Component	Floor	DGSF
<b>COUNTY GOVERNMENT</b>			<b>JAIL / BOOKING</b>		
Procurement	Basement	1,053	County Jail (72% of 3rd)	3rd	13,154
Human Resources	1st	919	City Jail (28% of 3rd)	3rd	5,116
Assessor	1st, 7th	2,843	Booking	Basement	3,363
Auditor	1st	1,350	<b>JAIL SUBTOTAL</b>		<b>21,633</b>
Treasurer/Delinquent Tax	1st	2,742	<i>Percentage of Total</i>		<i>21%</i>
Veterans Affairs	7th	580			
Coroner	7th	368	<b>CITY</b>		
Finance/EMS Billing	7th	462	Police	Bsmt., 2nd	7,983
Grants	8th	505	Community Services	1st	2,078
County Administration	8th	2,368	City Prosecutor	5th	717
County Council Chamber	8th	1,354	City Court	5th	3,177
Finance	8th	1,886	City Personnel	5th	2,107
<b>COUNTY SUBTOTAL</b>		<b>16,430</b>	City Finance	6th	2,534
<i>Percentage of Total</i>		<i>16%</i>	City Council Chamber	6th	1,364
			City Manager/Mayor	6th	2,210
<b>JUDICIAL</b>			<b>CITY SUBTOTAL</b>		<b>22,170</b>
Circuit Court	9th, 10th, 11th	9,467	<i>Percentage of Total</i>		<i>22%</i>
Family Court	4th, 10th	7,310			
Probate Court	2nd	2,917	<b>BUILDING COMMISSION</b>		
Clerk of Court	Bsmt., 4th, 9th	11,322	Building Commission	1st	974
Juvenile Justice	7th	1,308	<i>Percentage of Total</i>		<i>1%</i>
Probation	2nd, 4th	3,023			
Public Defender	7th	2,172	<b>TOTAL</b>		
Sheriff Court Security	4th	195	Total Departmental Area:		102,712
Solicitor	4th, 7th, 9th, 11th	3,791	Total Gross Building Area:		166,730
<b>COURT SUBTOTAL</b>		<b>41,505</b>			
<i>Percentage of Total</i>		<i>40%</i>			
<b>OTHER</b>					
Magistrate Court	180 N. Irby	8,125	Planning & Bldg. Inspections	518 S. Irby	23,991
Solicitor	147 & 157 N. Irby	9,300	Sheriff Civil Process	LEC	665

Note: At the 145 N. Irby Street Building, the Clerk of Court has approximately 803 SF of file storage, and Human Resources has approximately 133 SF.



**Table F-10**  
**COMPONENT ANALYSIS PROCESS AND METHODOLOGY**

**I. ANALYSIS PROCESS**

1. Primarily examines the quantity of space (*general overcrowding, general sizes of component spaces, adequate number of required spaces*)
2. Secondarily examines operational adequacy and quality of space (*functionality, image, security, circulation, proximity to other essential functions, handicap accessibility, general effectiveness*)

**II. ANALYSIS METHODOLOGY**

Rating:	Inappropriate		Inadequate		Marginal		Appropriate			
Score:	1	2	3	4	5	6	7	8	9	10

Score	Rating	Definition
9 - 10	Appropriate	Sufficient quantity of space; good configuration and layout; little, if any, expansion or renovation would be useful
7 - 8	Adequate	Quantity may be barely sufficient; configuration and flow are less than ideal; some renovation/expansion would enhance operations
5 - 6	Marginal	Lacks sufficient quantity of space, quality of space, or both; requires some renovation or expansion to achieve minimum recommended operating standards
3 - 4	Inadequate	Poor quantity and quality of space; too small; improper layout; urgently requires improvement
1 - 2	Inappropriate	Very overcrowded; numerous layout, security, or accessibility issues and space inefficiencies; considered fundamentally inappropriate for continued use

**Table F-11  
PRELIMINARY SCORES AND RATINGS**

Component	Floor	DGSF	Staff	DGSF/Person	NSF/Person	Score	Rating
<b>COUNTY GOVERNMENT</b>							
1. County Administration	8th	2,873	7	410	316	5	Marginal
2. County Council Chamber	8th	1,354	9	--	--	4	Inadequate
3. Assessor	1st, 7th	2,843	21	135	104	4	Inadequate
4. Auditor	1st	1,350	11	123	94	3	Inadequate
5. Coroner	7th	368	3	123	94	4	Inadequate
6. Finance	7th, 8th	2,348	11	213	164	5	Marginal
7. Human Resources	1st	919	4	230	177	4	Inadequate
8. Procurement	Basement	1,053	4	263	203	8	Adequate
9. Treasurer/Delinquent Tax	1st	2,742	20	137	105	3	Inadequate
10. Veterans Affairs	7th	580	3	193	149	2	Inappropriate
<b>COUNTY SUBTOTAL</b>		<b>16,430</b>	<b>93</b>	<b>177</b>	<b>136</b>	<b>4.3</b>	<b>Inadequate</b>
<b>JUDICIAL</b>							
11. Circuit Court	9th, 10th, 11th	9,467	3 Courts	--	--	2.2	Inappropriate
12. Family Court	4th, 10th	7,310	2 Courts	--	--	3.0	Inadequate
13. Probate Court	2nd	2,917	9	324	249	4	Inadequate
14. Clerk of Court	Bsmt., 4th, 9th	11,322	44	257	198	3.1	Inadequate
15. Juvenile Justice	7th	1,308	11	119	91	3	Inadequate
16. Probation	2nd, 4th	3,023	17	178	137	2	Inappropriate
17. Public Defender	7th	2,172	13	167	129	4	Inadequate
18. Sheriff Court Security	4th	195	7	28	21	1	Inappropriate
19. Solicitor	4th, 7th, 9th, 11th	3,791	22	172	133	3.6	Inadequate
<b>JUDICIAL SUBTOTAL</b>		<b>41,505</b>	<b>136</b>	<b>305</b>	<b>235</b>	<b>2.9</b>	<b>Inappropriate</b>
<b>TOTAL</b>		<b>57,935</b>	<b>229</b>	<b>253</b>	<b>195</b>	<b>3.3</b>	<b>Inadequate</b>
<b>OTHER</b>							
20. Solicitor	147 & 157 N. Irby	9,300	17	547	421	6	Marginal
21. Planning, GIS, IT	518 S. Irby	23,991	49	490	377	7	Adequate
22. Sheriff Civil Process	LEC	665	8	83	64	4	Inadequate

Notes: (1) NSF/Person has been estimated based on an assumed 30% DGSF grossing factor to account for interior hallways and wall partitions.

(2) Subtotal and overall Total scores are weighted based on each component's proportion of total area.

**Table F-12  
COMPONENTS AND RATINGS BY FLOOR**

<u>Floor</u>							<u>Approx. DGSF</u>
11	Circuit Court			Solicitor			5,800
10	Circuit Court			Family Court			6,100
9	Circuit Court		Family Clerk		Solicitor		6,100
8	County Admin.		County Council		Finance		6,100
7	Plb.	Int. Affairs	Assessor	Veterans	Coroner	Finance	6,100
6	City Manager/Mayor		City Council		City Finance		6,100
5	City Prosecutor		City Court		City Personnel		6,100
4	Family Court			Probation	Solicitor	Sheriff	6,100
3	Jail						18,200
2	Probation		Police				11,400
1	Deputy Clerk	Assessor	Sanitation	HR	Bldg. Comm.	Cty. Com. Serv.	10,000
B	Clerk of Court			Procurement	Police	Booking Area	14,700
<b>TOTAL</b>							<b>102,800</b>

**RATING SCALE:**

Inappropriate	Inadequate	Marginal	Adequate	Appropriate
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Table F-16  
SELECTED EXAMPLES OF COMPONENT SPACES



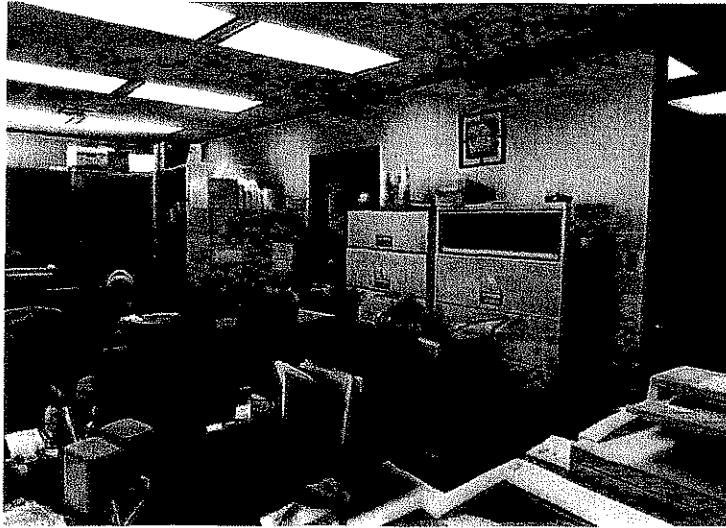
AUDITOR'S OFFICE



TREASURER'S OFFICE



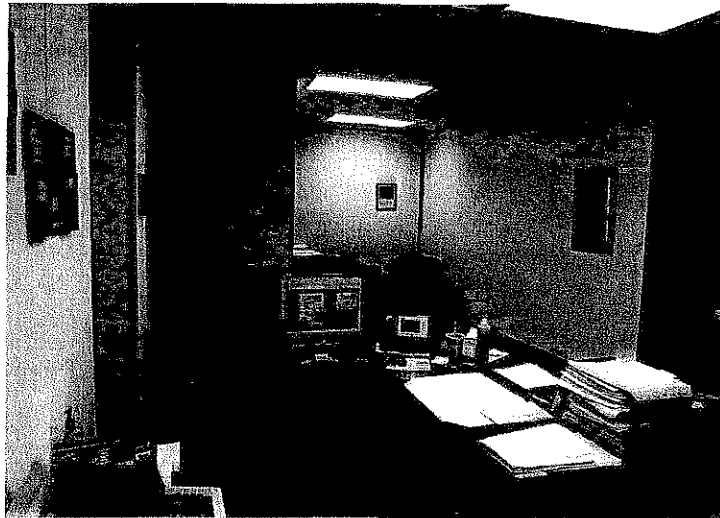
Table F-16 (Continued)  
SELECTED EXAMPLES OF COMPONENT SPACES



FAMILY COURT



PROBATION



**TASK 3: STRATEGIC PLAN DEVELOPMENT**

**Table G-1**  
**DEFINITION OF SQUARE FOOTAGE TERMS AND GROSSING FACTORS**

***Net Square Feet (NSF)***

The unobstructed floor area required to perform a particular function or task. All major components are defined as net spaces including the public lobby, loading dock, and storage rooms.

***Departmental Gross Square Feet (DGSF)***

The total floor area for a particular department or component. This includes the net square footage (NSF) for each space plus:

- \* circulation to connect each space within the department
- \* thickness of interior walls and partitions
- \* building support columns located within the departmental area

*Corresponds to Net Occupiable or Net Rentable Area*

***Mechanical/Electrical Factor (M/E)***

A mechanical factor is applied to the total departmental area in order to accommodate major mechanical and electrical systems.

***Building Gross Square Feet (BGSF)***

The total space required for a building. This includes the departmental gross square footage (DGSF) for each space plus:

- \* horizontal circulation including public corridors and corridors connecting departments
- \* vertical circulation including elevators, elevator shafts, elevator lobbies, ceremonial stairs, and fire stairs
- \* interior column supports not included in the DGSF
- \* mechanical / electrical / plumbing shafts and pipe chases
- \* public toilets / staff toilets
- \* janitors' closets
- \* the exterior skin of the building

<b>Table G-2</b> <b>YEAR 2040 COURTROOM MIX BY COURT</b>						
Litigation Space	Approximate Size	Approximate Dimensions	POTENTIAL MIX			
			Circuit Court	Family Court	Probate Court	TOTAL
<b>LARGE COURTROOM</b>  16-person Jury Box 100-120 Seating Capability (5-6 rows)	2500	42' x 60'	1			1
<b>STANDARD COURTROOM</b>  14-person Jury Box 70-85 Seating Capability (4-5 rows)	2000	40' x 50'	3			3
<b>SMALL COURTROOM</b>  Non-Jury 40-55 Seating Capability (3-4 rows)	1500	30' x 50'		4	Use Grand Jury Room or Courtroom on a shared basis	4
TOTAL			4	4	0	8



**Table G-3  
PLANNING STANDARDS FOR COURTROOM SETS**

COURTROOM AND SUPPORT SPACES	Large Jury Court	Standard Jury Court	Small Non-Jury Court
Courtroom	2,500	2,000	1,500
Courtroom Entry Vestibule	80	80	80
Attorney Conference Room	120	120	120
Victim/Witness Waiting Room	120	120	120
Audio/Visual Closet	40	40	40
Short-term Evidence Storage	30	30	0
Public Waiting Area	300	300	300
<b>TOTAL NET SQUARE FOOTAGE</b>	<b>3,190</b>	<b>2,690</b>	<b>2,160</b>
<b>TOTAL DEPT. SQ. FOOTAGE (35% Grossing Factor)</b>	<b>4,307</b>	<b>3,632</b>	<b>2,916</b>
<b><u>Prisoner Holding Area</u></b>			
Courtfloor Holding Cell	90	90	90
Staging Area	50	50	50
Courtroom Holding Soundlock	40	40	40
Visitation Booth	60	60	60
<b>TOTAL NET SQUARE FOOTAGE</b>	<b>240</b>	<b>240</b>	<b>240</b>
<b>TOTAL DEPT. SQ. FOOTAGE (50% Grossing Factor)</b>	<b>360</b>	<b>360</b>	<b>360</b>
<b>TOTAL DEPT. GROSS SQUARE FOOTAGE</b>	<b>4,667</b>	<b>3,992</b>	<b>3,276</b>
<b><u>Jury Deliberation Suite</u></b>			
Entry Vestibule / Galley Area	50	50	--
Toilets	100	100	--
Deliberation Room	320	280	--
<b>TOTAL NET SQUARE FOOTAGE</b>	<b>470</b>	<b>430</b>	<b>0</b>
<b>TOTAL DEPT. SQ. FOOTAGE (25% Grossing Factor)</b>	<b>588</b>	<b>538</b>	<b>0</b>

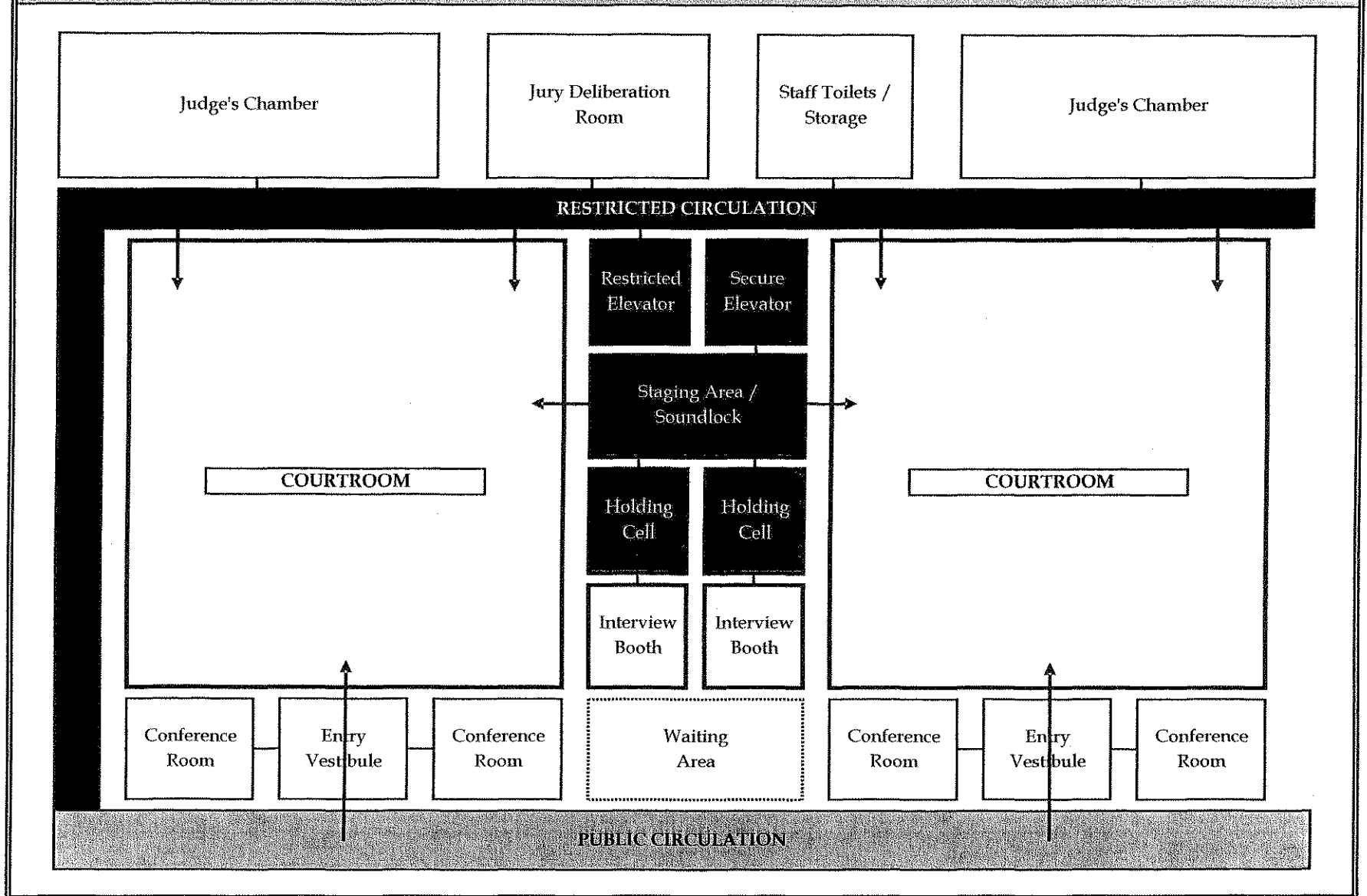
**Table G-4  
CIRCUIT AND FAMILY COURT JUDICIAL CHAMBER AREA**

Component	Unit	Unit	CURRENT SPACE NEEDS			YEAR 2030 SPACE NEEDS			YEAR 2040 SPACE NEEDS		
	NSF	DGSF	Unit	NSF	DGSF	Unit	NSF	DGSF	Unit	NSF	DGSF
<b>I. CIRCUIT COURT</b>											
Judge	280	364	3	840	1,092	3	840	1,092	4	1,120	1,456
Administrative Assistant	80	104	3	240	312	3	240	312	4	320	416
Law Clerk	120	156	3	360	468	3	360	468	4	480	624
Reception Area	140	182	3	420	546	3	420	546	4	560	728
File / Equipment Area	100	130	3	300	390	3	300	390	4	400	520
Toilet	50	65	3	150	195	3	150	195	4	200	260
Coat Closet / Galley Area	20	26	3	60	78	3	60	78	4	80	104
<b>TOTAL</b>	<b>790</b>	<b>1,027</b>	<b>3</b>	<b>2,370</b>	<b>3,081</b>	<b>3</b>	<b>2,370</b>	<b>3,081</b>	<b>4</b>	<b>3,160</b>	<b>4,108</b>
Judicial Conference Room	280	364	1	280	364	1	280	364	1	280	364
<b>TOTAL CIRCUIT COURT</b>					<b>3,445</b>			<b>3,445</b>			<b>4,472</b>
<b>II. FAMILY COURT</b>											
Judge	280	364	3	840	1,092	3	840	1,092	4	1,120	1,456
Administrative Assistant	80	104	3	240	312	3	240	312	4	320	416
Law Clerk	120	156	3	360	468	3	360	468	4	480	624
Reception Area	140	182	3	420	546	3	420	546	4	560	728
File / Equipment Area	100	130	3	300	390	3	300	390	4	400	520
Toilet	50	65	3	150	195	3	150	195	4	200	260
Coat Closet / Galley Area	20	26	3	60	78	3	60	78	4	80	104
<b>TOTAL</b>	<b>790</b>	<b>1,027</b>	<b>3</b>	<b>2,370</b>	<b>3,081</b>	<b>3</b>	<b>2,370</b>	<b>3,081</b>	<b>4</b>	<b>3,160</b>	<b>4,108</b>
Judicial Conference Room	280	364	1	280	364	1	280	364	1	280	364
<b>TOTAL FAMILY COURT</b>					<b>3,445</b>			<b>3,445</b>			<b>4,472</b>

Notes: (1) Probate Court chambers are included with the clerk function for that court.

(2) DGSF is calculated at 30 percent of the net square feet.

Table G-5  
HYPOTHETICAL COURTROOM SET



**Table G-6  
JUDICIAL COMPONENT SPACE PROJECTIONS**

Component	EXISTING CONDITIONS				CURRENT NEEDS			YEAR 2030 SPACE NEEDS			YEAR 2040 SPACE NEEDS		
	2013 Unit	DGSF/ Unit	Total DGSF	Spatial Rating	2013 Unit	DGSF Factor	Total DGSF	2030 Unit	DGSF Factor	Total DGSF	2040 Unit	DGSF Factor	Total DGSF
<b>A. CIRCUIT COURTSET</b>	<b>3</b>	<b>3,154</b>	<b>9,463</b>	<b>2.2</b>	<b>3</b>	<b>5,919</b>	<b>17,757</b>	<b>3</b>	<b>5,919</b>	<b>17,757</b>	<b>4</b>	<b>5,828</b>	<b>23,313</b>
<b>1. Courtroom Sets</b>					<u>3</u>		<u>14,312</u>	<u>3</u>		<u>14,312</u>	<u>4</u>		<u>18,841</u>
<i>a. Large Court Set</i>					1	4,667	4,667	1	4,667	4,667	1	4,667	4,667
<i>Jury Deliberation Suite</i>					1	588	588	1	588	588	1	588	588
<i>b. Standard Court Set</i>					2	3,992	7,983	2	3,992	7,983	3	3,992	11,975
<i>Jury Deliberation Suite</i>					2	538	1,075	2	538	1,075	3	538	1,613
<b>2. Judicial Chamber Area</b>							<u>3,445</u>			<u>3,445</u>			<u>4,472</u>
<i>a. Resident Chambers</i>					3	1,027	3,081	3	1,027	3,081	4	1,027	4,108
<i>b. Conference Room</i>					1	364	364	1	364	364	1	364	364
<b>B. FAMILY COURTSET</b>	<b>2</b>	<b>3,655</b>	<b>7,309</b>	<b>3.0</b>	<b>3</b>	<b>4,424</b>	<b>13,273</b>	<b>3</b>	<b>4,424</b>	<b>13,273</b>	<b>4</b>	<b>4,394</b>	<b>17,576</b>
<b>1. Courtroom Sets</b>					<u>3</u>		<u>9,828</u>	<u>3</u>		<u>9,828</u>	<u>4</u>		<u>13,104</u>
<i>a. Small Court Set</i>					3	3,276	9,828	3	3,276	9,828	4	3,276	13,104
<b>2. Judicial Chamber Area</b>							<u>3,445</u>			<u>3,445</u>			<u>4,472</u>
<i>a. Resident Chambers</i>					3	1,027	3,081	3	1,027	3,081	4	1,027	4,108
<i>b. Conference Room</i>					1	364	364	1	364	364	1	364	364
<b>SUBTOTAL - COURTSETS</b>	<b>5</b>	<b>3,354</b>	<b>16,772</b>		<b>6</b>	<b>5,172</b>	<b>31,030</b>	<b>6</b>	<b>5,172</b>	<b>31,030</b>	<b>8</b>	<b>5,111</b>	<b>40,889</b>
<b>1. Courtroom Sets</b>					<u>6</u>		<u>24,140</u>	<u>6</u>		<u>24,140</u>	<u>8</u>		<u>31,945</u>
<i>a. Large Court Set</i>					1	4,667	4,667	1	4,667	4,667	1	4,667	4,667
<i>b. Standard Court Set</i>					2	3,992	7,983	2	3,992	7,983	3	3,992	11,975
<i>c. Small Court Set</i>					3	3,276	9,828	3	3,276	9,828	4	3,276	13,104
<i>d. Jury Deliberation Suite</i>					3	554	1,663	3	554	1,663	4	550	2,200
<b>2. Judicial Chamber Area</b>							<u>6,890</u>			<u>6,890</u>			<u>8,944</u>
<i>a. Resident Chambers</i>					6	1,027	6,162	6	1,027	6,162	8	1,027	8,216
<i>b. Conference Room</i>					2	364	728	2	364	728	2	364	728

**Table G-6 (Continued)**  
**JUDICIAL COMPONENT SPACE PROJECTIONS**

Component	EXISTING CONDITIONS				CURRENT NEEDS			YEAR 2030 SPACE NEEDS			YEAR 2040 SPACE NEEDS		
	2013 Unit	DGSF/ Unit	Total DGSF	Spatial Rating	2013 Unit	DGSF Factor	Total DGSF	2030 Unit	DGSF Factor	Total DGSF	2040 Unit	DGSF Factor	Total DGSF
C. PROBATE JUDGE & CLERK	9	324	2,917	4.0	9	420	3,780	10	400	4,000	10	400	4,000
D. CLERK OF COURT	44	276	12,125	3.1	44	350	15,395	57	304	17,350	67	280	18,750
a. Circuit Court	17	302	5,130		17	340	5,780	22	300	6,600	26	280	7,280
b. Family Court	19	177	3,355		19	285	5,415	25	250	6,250	29	230	6,670
c. Register of Deeds	8	455	3,640		8	525	4,200	10	450	4,500	12	400	4,800
E. JUVENILE JUSTICE	11	119	1,308	3.0	11	325	3,575	15	300	4,500	17	285	4,845
F. PROBATION	17	178	3,023	2.0	17	300	5,100	19	290	5,510	22	270	5,940
G. PUBLIC DEFENDER	13	167	2,172	4.0	13	350	4,550	19	325	6,175	23	300	6,900
H. SOLICITOR	42	312	13,091		39	356	13,890	60	319	19,120	76	282	21,395
a. City-County Complex	22	172	3,791	3.0	22	330	7,260	34	310	10,540	43	275	11,825
b. Irby Street Buildings	17	547	9,300	6.0	17	390	6,630	26	330	8,580	33	290	9,570
c. Marion County/Other	3	--	--		--	--	--	--	--	--	--	--	--
I. SHERIFF	15		2,067	1.0	15		6,470	18		7,130	21		7,650
a. Courthouse Security	7	28	195		7	110	770	8	110	880	10	100	1,000
b. Central Holding			--				3,000			3,250			3,500
c. Vehicle Sallyport			1,207				1,500			1,500			1,500
d. Civil Process	8	83	665		8	150	1,200	10	150	1,500	11	150	1,650
J. COURT SUPPORT (Table G-7)							7,249			7,249			7,249
K. FACILITY SUPPORT (Table G-7)							8,878			8,878			8,878
<b>TOTALS</b>	<b>156</b>	<b>343</b>	<b>53,475</b>		<b>154</b>	<b>649</b>	<b>99,916</b>	<b>204</b>	<b>544</b>	<b>110,941</b>	<b>244</b>	<b>518</b>	<b>126,495</b>

Note: The space total for Family Clerk includes files currently located in 145 Irby Street.

**Table G-7  
COURT AND FACILITY SUPPORT SPACES**

	YEAR 2040 NEEDS		
	NSF	Grossing	DGSF
<b>COURT SUPPORT SPACES</b>	<b>6,020</b>	<b>1.20</b>	<b>7,249</b>
1. Jury Assembly / Multi-Purpose Room	2,000	1.20	2,400
2. Grand Jury Room	1,000	1.20	1,200
3. Additional Resident Judge Chamber	790	1.30	1,027
4. Visiting Judge Chamber	380	1.30	494
5. Court Support Workrooms			
Bailiff Workroom	300	1.15	345
Court Reporter Offices / Storage	600	1.15	690
Law Enforcement Officer Workroom	200	1.15	230
Media / Press Room	200	1.15	230
6. Department of Social Services Workroom	300	1.15	345
7. Bar Association Workroom	250	1.15	288
<b>FACILITY SUPPORT SPACES</b>	<b>7,850</b>	<b>1.13</b>	<b>8,878</b>
1. Entry Vestibule and Security Checkpoint	800	1.15	920
2. Public Lobby	3,000	1.15	3,450
3. First Aid Room	150	1.15	173
4. Central Mail Room	200	1.15	230
5. Vending/Concession Area	200	1.15	230
6. Staff Breakrooms / Staff Toilets	1,200	1.15	1,380
7. Loading Dock (covered portion only)	300	1.15	345
8. Bulk Storage Room	500	1.15	575
9. Recycling / Trash Area	300	1.15	345
10. Custodial Area	200	1.15	230
11. Programming Contingency Allowance	1,000	1.00	1,000

Grossing Key: 1.15 = Room only; 1.20 = Some Partitioning; 1.25 = Partitioning/Minimal Circulation; 1.30-1.35 = Partitioning/Typical Circulation; 1.40-1.50 = Extensive Partitioning/Circulation.

**Table G-8  
NEW COURTHOUSE SCENARIOS**

SCENARIOS	SCENARIO #1: 8 COURTS/ Maximum Consolidated			SCENARIO #2: 8 COURTS/ Without Register of Deeds, Juvenile Justice, Probation			SCENARIO #3: 8 COURTS/ Without Probate Court, R&D, Public Defender, Solicitor		
	Courts	Staff	DGSF	Courts	Staff	DGSF	Courts	Staff	DGSF
COURTS	8 Courts			8 Courts			8 Courts		
A. Circuit Court	4 Courts	12	23,313	4 Courts	12	23,313	4 Courts	12	23,313
B. Family Court	4 Courts	8	17,576	4 Courts	8	17,576	4 Courts	8	17,576
C. Probate Court	Use Grand Jury Room or Courtroom			Use Grand Jury Room or Courtroom					0
CLERKS OF COURT									
C. Probate Judge & Clerk	(2040)	10	4,000	(2040)	10	4,000		0	0
D. Clerk of Court									
Circuit Court:	(2040)	26	7,280	(2040)	26	7,280	(2040)	26	7,280
Family Court:	(2040)	29	6,670	(2040)	29	6,670	(2040)	29	6,670
Register of Deeds:	(2040)	12	4,800		0	0		0	0
OTHER COMPONENTS									
E. Juvenile Justice	(2040)	17	4,845	Workroom		600	(2040)	17	4,845
F. Probation	(2040)	22	5,940	Workroom		600	(2040)	22	5,940
G. Public Defender	(2040)	23	6,900	(2040)	23	6,900	Workroom		600
H. Solicitor	(2040)	76	21,395						
				CCC Staff	43	11,825	Victim Serv.		800
				Irby St. Staff move to CCC			Workroom		1,200
I. Sheriff									
Court Security / Holding:	(2040)	10	6,000	(2040)	10	6,000	(2040)	10	6,000
Civil Process:	(2040)	11	1,650	(2040)	11	1,650	(2040)	11	1,650
J. Court Support Spaces	(2040)		7,249	(2040)		7,249	(2040)		7,249
K. Facility Support Spaces	(2040)		8,878	(2040)		8,878	(2040)		8,878
SUBTOTAL	8 Courts	256	126,495	8 Courts	172	102,540	8 Courts	135	92,000
Mechanical/ Electrical Factor		11%	+ 13,914		11%	+ 11,279		11%	+ 10,120
TOTAL DGSF AND M&E			140,409			113,819			102,120
Building Grossing Factor		26%	+ 36,506		26%	+ 29,593		26%	+ 26,551
NEW COURTHOUSE SIZE			176,916			143,412			128,671
Secure Parking Area	20	350	7,000	18	350	6,300	16	350	5,600



**Table G-8  
NEW COURTHOUSE SCENARIOS**

SCENARIOS	SCENARIO #4: 6 COURTS / Juv. Justice & Probation Used for Expansion to 8 Courts			SCENARIO #5: 6 COURTS / Same as Scenario #4 Except No Probate Court			SCENARIO #6: 6 COURTS / No Internal Expansion		
	Courts	Staff	DGSF	Courts	Staff	DGSF	Courts	Staff	DGSF
<b>COURTS</b>	<b>6 Courts</b>			<b>6 Courts</b>			<b>6 Courts</b>		
A. Circuit Court	3 Courts	9	17,757	3 Courts	9	17,757	3 Courts	9	17,757
B. Family Court	3 Courts	6	13,273	3 Courts	6	13,273	3 Courts	6	13,273
C. Probate Court	Use Grand Jury Room or Courtroom								
<b>CLERKS OF COURT</b>									
C. Probate Judge & Clerk	(2040)	10	4,000		0	0		0	0
D. Clerk of Court									
Circuit Court:	(2040)	26	7,280	(2040)	26	7,280	(2040)	26	7,280
Family Court:	(2040)	29	6,670	(2040)	29	6,670	(2040)	29	6,670
Register of Deeds:		0	0		0	0		0	0
<b>OTHER COMPONENTS</b>									
E. Juvenile Justice	(2040)	17	4,845	(2040)	17	4,845	Workroom		400
F. Probation	(2040)	22	5,940	(2040)	22	5,940	Workroom		400
G. Public Defender	Workroom		600	Workroom		600	Workroom		600
H. Solicitor									
	Victim Serv.		800	Victim Serv.		800	Victim Serv.		800
	Workroom		1,200	Workroom		1,200	Workroom		1,200
I. Sheriff									
Court Security / Holding:	(2040)		6,000	(2040)		6,000	(2040)		6,000
Civil Process:	(2040)	11	1,650	(2040)	11	1,650		0	0
J. Court Support Spaces	(2040)		7,249	(2040)		7,249	(2040)		7,249
K. Facility Support Spaces	(2040)		8,878	(2040)		8,878	(2040)		8,878
<b>SUBTOTAL</b>	<b>6 Courts</b>	<b>130</b>	<b>86,141</b>	<b>6 Courts</b>	<b>120</b>	<b>82,141</b>	<b>6 Courts</b>	<b>70</b>	<b>70,506</b>
Mechanical / Electrical Factor		11%	+ 9,476		11%	+ 9,036		11%	+ 7,756
<b>TOTAL DGSF AND M&amp;E</b>			<b>95,617</b>			<b>91,177</b>			<b>78,262</b>
Building Grossing Factor		26%	+ 24,860		26%	+ 23,706		26%	+ 20,348
<b>NEW COURTHOUSE SIZE</b>			<b>120,477</b>			<b>114,882</b>			<b>98,610</b>
Secure Parking Area	14	350	+ 4,900	14	350	+ 4,900	12	350	+ 4,200



**Table G-9  
NEW COURTHOUSE COST ESTIMATES**

SCENARIOS	SCENARIO #1 8 COURTS Maximum Consolidated		SCENARIO #2 8 COURTS Partial Solicitor, No Public Defender		SCENARIO #3 8 COURTS No Probate, Solicitor, or Public Defender		SCENARIO #4 6 COURTS Recommended (Includes Probate)		SCENARIO #5 6 COURTS Maximum Probate (No Probate)		SCENARIO #6 6 COURTS Not Recommended (No Internal Expansion)	
	Calculations	Costs	Calculations	Costs	Calculations	Costs	Calculations	Costs	Calculations	Costs	Calculations	Costs
<b>A. CONSTRUCTION COST</b>												
1. Building Construction \$240.00 per Square Foot	176,916 x \$240.00	\$42,459,818	143,412 x \$240.00	\$34,418,987	128,671 x \$240.00	\$30,881,088	120,477 x \$240.00	\$28,914,433	114,882 x \$240.00	\$27,571,777	98,610 x \$240.00	\$23,666,326
2. Site Development & Utilities 4% of Building Construction	\$42,459,818 x 4%	\$1,698,393	\$34,418,987 x 4%	\$1,376,759	\$30,881,088 x 4%	\$1,235,244	\$28,914,433 x 4%	\$1,156,577	\$27,571,777 x 4%	\$1,102,871	\$23,666,326 x 4%	\$946,653
3. SUBTOTAL BUILDING CONSTRUCTION	Per Sq. Foot \$249.60	\$44,158,210	Per Sq. Foot \$249.60	\$35,795,746	Per Sq. Foot \$249.60	\$32,116,332	Per Sq. Foot \$249.60	\$30,071,010	Per Sq. Foot \$249.60	\$28,674,648	Per Sq. Foot \$249.60	\$24,612,979
<b>B. CONTINGENCY</b>												
1. Design / Construction 6% of Building Construction	\$44,158,210 x 6%	\$2,649,493	\$35,795,746 x 6%	\$2,147,745	\$32,116,332 x 6%	\$1,926,980	\$30,071,010 x 6%	\$1,804,261	\$28,674,648 x 6%	\$1,720,479	\$24,612,979 x 6%	\$1,476,779
2. CONSTRUCTION COSTS (A + B)	Per Sq. Foot \$264.58	\$46,807,703	Per Sq. Foot \$264.58	\$37,943,491	Per Sq. Foot \$264.58	\$34,043,311	Per Sq. Foot \$264.58	\$31,875,271	Per Sq. Foot \$264.58	\$30,395,127	Per Sq. Foot \$264.58	\$26,089,758
<b>C. PROJECT COST</b>												
1. Fees, Permits, Testing 8.5% of Building Construction	\$44,158,210 x 8.5%	\$3,753,448	\$35,795,746 x 8.5%	\$3,042,638	\$32,116,332 x 8.5%	\$2,729,888	\$30,071,010 x 8.5%	\$2,556,036	\$28,674,648 x 8.5%	\$2,437,345	\$24,612,979 x 8.5%	\$2,092,103
2. Security/Technology Allowance \$6.00 of Total BGSF	176,916 x \$6.00	\$1,061,495	143,412 x \$6.00	\$860,475	128,671 x \$6.00	\$772,027	120,477 x \$6.00	\$722,861	114,882 x \$6.00	\$689,294	98,610 x \$6.00	\$591,658
3. FF&E \$8.00 of Total BGSF	176,916 x \$8.00	\$1,415,327	143,412 x \$8.00	\$1,147,300	128,671 x \$8.00	\$1,029,370	120,477 x \$8.00	\$963,814	114,882 x \$8.00	\$919,059	98,610 x \$8.00	\$788,878
4. Parking 300 Spaces at \$1,500 per space	300 x \$1,500	\$450,000	300 x \$1,500	\$450,000	300 x \$1,500	\$450,000	300 x \$1,500	\$450,000	300 x \$1,500	\$450,000	300 x \$1,500	\$450,000
5. SUBTOTAL PROJECT COSTS	Per Sq. Foot \$37.76	\$6,680,271	Per Sq. Foot \$38.35	\$5,500,413	Per Sq. Foot \$38.71	\$4,981,285	Per Sq. Foot \$38.95	\$4,692,711	Per Sq. Foot \$39.13	\$4,495,699	Per Sq. Foot \$39.78	\$3,922,639
<b>D. TOTAL COST (2014)</b>	Per Sq. Foot	Total	Per Sq. Foot	Total	Per Sq. Foot	Total	Per Sq. Foot	Total	Per Sq. Foot	Total	Per Sq. Foot	Total
1. Project Cost (A+B+C)	\$302.34	\$53,487,974	\$302.93	\$43,443,903	\$303.29	\$39,024,596	\$303.53	\$36,567,982	\$303.71	\$34,890,825	\$304.36	\$30,012,397

Notes: Item C1 costs include programming, architectural, and engineering fees. Costs do not include any program management/construction management fees.

Total Project Costs also do not include site acquisition, structured public parking, or moving costs.

Construction cost numbers are believed valid through 2014. Once a new courthouse design project is funded, an escalation cost should be added to item (A) at a rate of approximately 3% per year to the midpoint of actual construction.

**Table G-10  
CITY-COUNTY COMPLEX RENOVATION**

**FACILITY ISSUES**

<b>ASBESTOS</b>	Asbestos exists in fire-proofing material on structural beams; possibly in floor tile and other locations
<b>MECHANICAL</b>	Lack of humidity control; lack of demand control ventilation for sufficient quantity of fresh air; some ductwork repair required
<b>ELECTRICAL</b>	Main switchgear in basement may be subject to water infiltration or flooding; replacement parts are not readily available for existing Federal Pacific switchgear; distribution panels are subject to failure
<b>PLUMBING</b>	Water heaters are near the end of projected useful lives
<b>FIRE PROTECTION</b>	No sprinklers are provided
<b>ADA</b>	Restrooms on floors 2-11 are non-compliant; accessibility issues in courtrooms, office spaces, and plaza ramps

**Table G-11  
PRELIMINARY RENOVATION COST ESTIMATES**

**RENOVATION RECOMMENDATIONS**

<b>ASBESTOS</b>	Abatement
<b>MECHANICAL</b>	Replace air handlers; add humidity control; repair/clean ductwork
<b>ELECTRICAL</b>	Move switchgear to first floor; replace distribution panels and bus ducts
<b>FIRE PROTECTION</b>	Add sprinklers
<b>OTHER</b>	Interior Demolition Replace Water Heaters Site Work

**COST ESTIMATES**

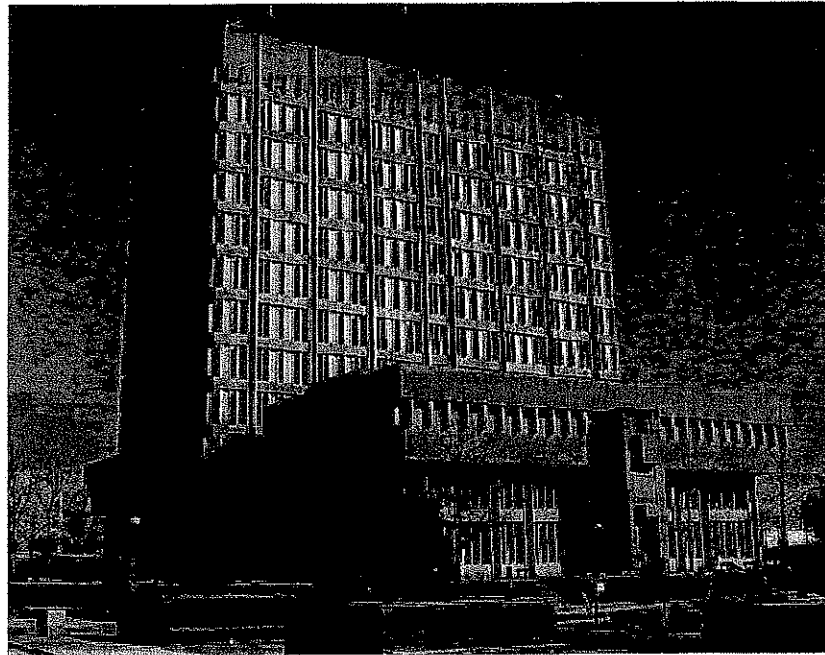
<b>MAJOR IMPROVEMENTS</b>	Asbestos, MEP, Fire Protection, Other Building Gross = 168,000 SF	\$70 per foot	\$11,760,000
<b>ESTIMATED SPACE UPFIT</b>	Renovate/Upfit approximately 75% of departmental area (75,000 SF)	\$35 per foot	\$2,625,000
<b>RENOVATION TOTAL</b>			<u>\$14,385,000</u>
<b>PROJECT COSTS</b>	A/E Fees, Miscellaneous/Contingency	20%	<u>\$2,877,000</u>
<b>TOTAL</b>			<u>\$17,262,000</u>

Note: Costs do not include potential temporary agency relocation expenses due to asbestos abatement and comprehensive system upgrades.

The estimates listed on the table are believed to be 2013-2014 costs. It would be difficult to apply an escalation factor due to the unknown time period involved.

# PROJECT UPDATE TO COUNTY COUNCIL

## *Presentation of Short-Term Plan*



Stevens & Wilkinson / Justice Planning Associates / Goforth Brown & Associates

July 18, 2013

**Table F-4  
SUMMARY OF COMPONENTS AND SPACE GAIN BY FLOOR**

Floor	Space Gain	Office	Square Feet	TOTAL	Floor	Space Gain	Office	Square Feet	TOTAL
<b>BSMT.</b>				<b>14,706 14.3%</b>	<b>6TH</b>			<b>6,108 5.9%</b>	
	4,883	Police	1,520			6,108	City Finance	2,534	
		Jail / Booking Area	3,363				City Council Chamber	1,364	
		Procurement	1,053				City Manager/Mayor	2,210	
		Clerk of Court	8,770		<b>7TH</b>			<b>6,053 5.9%</b>	
<b>1ST</b>				<b>10,024 9.8%</b>			Veterans Affairs	580	
	3,052	Building Commission	974				Juvenile Justice	1,308	
		City Community Services	2,078				Solicitor IT	281	
		County Human Resources	919				Public Defender	2,172	
		Assessor	1,961				Assessor Field Office	882	
		Auditor	1,350				Coroner	368	
		Treasurer/Delinquent Tax	2,742				Finance/EMS Billing	462	
<b>2ND</b>				<b>11,448 11.1%</b>	<b>8TH</b>			<b>6,113 6.0%</b>	
	6,463	Police	6,463				Grants Management	505	
		Probation	2,068				County Administration	2,368	
		Probate Court	2,917				County Finance	1,886	
<b>3RD</b>				<b>18,270 17.8%</b>			County Council Chamber	1,354	
	5,116	Jail (City - 28%)	5,116		<b>9TH</b>			<b>6,118 6.0%</b>	
		Jail (County - 72%)	13,154				Family Court Clerk	2,467	
<b>4TH</b>				<b>6,073 5.9%</b>			Solicitor	990	
		Family Court	4,297				Circuit Court	2,473	
		Family Court Clerk	85				Solicitor Scanning	188	
		Probation	955		<b>10TH</b>			<b>6,034 5.9%</b>	
		Sheriff Court Security	195				Circuit Court	3,021	
		Solicitor	541				Family Court	3,013	
<b>5TH</b>				<b>6,001 5.8%</b>	<b>11TH</b>			<b>5,764 5.6%</b>	
	6,001	City Prosecutor	717				Solicitor	1,791	
		City Court	3,177				Circuit Court	3,973	
		City Personnel	2,107						
NOTE: = Space to be gained when City relocates					<b>TOTAL</b>		Departmental Area	<b>102,712 100%</b>	
					<b>VACATED SPACE</b>		Total Usable Space Gained: (Excluding Booking & Jail Areas: 8,479 SF)	<b>23,144 23%</b>	

**Table G-12**  
**SUMMARY OF SHORT-TERM EXPANSION PLAN**

Floor / Component	Existing Location	Existing DGSF	Recommendation	New Location	New DGSF	DGSF Change	
COUNTY SUMMARY						#	%
Procurement	Bsmt.	1,053	Remain in current location	Bsmt.	1,053	0	0%
Facility Maintenance	1st	452	Relocate to Police/Jail space	Bsmt.	882	430	95%
Human Resources	1st	919	Move to 6th Floor into City Manager space	6th	2,210	1,291	140%
Assessor	1st/7th	2,843	Remain on 1st Floor / Move to west side of building	1st	3,971	1,128	40%
Auditor	1st	1,350	Remain on 1st Floor / Move into Assessor space	1st	1,961	611	45%
Treasurer	1st	2,742	Remain on 1st Floor / Expand into Auditor space	1st	4,092	1,350	49%
Veterans Affairs	7th	580	Move to 145 Irby Street	Irby St.	1,009	429	74%
Coroner	7th	368	Remain on 7th Floor / Expand into Finance-EMS	7th	830	462	126%
Finance-EMS Billing	7th	462	Move to 5th Floor into City Prosecutor space	5th	522	60	13%
Finance	8th	1,886	Move to 6th Floor into City Finance space	6th	2,534	648	34%
Grants Management	8th	505	Remain on 8th Floor / Move to Finance space	8th	595	90	18%
County Administration	8th	2,368	Remain on 8th Floor / Expand into Grants space	8th	2,873	505	21%
County Council	8th	1,354	Create new Council Suite in County Finance space	8th	2,669	1,315	97%
SUBTOTAL		16,882			25,201	8,319	49%
JUDICIAL SUMMARY							
Clerk of Court	Bsmt./9th	11,322	Expand into Police space (2nd) and Solicitor space (9th)	B/2/9	13,710	2,473	22%
Probation	2nd/4th	3,023	Expand/consolidate on 2nd Floor	2nd	4,278	1,255	42%
Probate Court	2nd	2,917	Expand into Police space on 2nd Floor	2nd	3,399	482	17%
Sheriff / Police	4th	195	Expand into Police space in Basement, 2nd	B/2/4	1,073	878	450%
Solicitor	4/7/9/11	3,791	Expand on 4th / Move to 5th / Maintain on 11th	4/5/11	4,840	1,049	28%
Public Defender	7th	2,172	Expand into former Assessor and Solicitor space	7th	3,335	1,163	54%
Juvenile Justice	7th	1,308	Expand into Veterans Affairs space	7th	1,888	580	44%
Family Court	4/10	7,395	Circuit Court on 9th Floor becomes Family Court	4/9/10	10,056	2,661	36%
Circuit Court	9/10/11	9,467	City Court on 5th Floor becomes Circuit Court	5/10/11	10,725	1,258	13%
Jury Assembly	New	0	Use former City Council Chamber	6th	1,364	1,364	100%
SUBTOTAL		41,590			54,668	13,163	32%
TOTAL		58,472			79,869	21,482	37%
OTHER							
Conference Center	2nd	2,177	Maintain for conferencing / training	2nd	2,177		
5th Floor office	5th	196	Currently unassigned	5th	196		
		2,373			2,373		

**Note: The City is vacating approximately 31,500 SF. About 23,000 SF (73%) is office space, while 8,500 SF (27%) is jail space (Basement/3rd).**

**Table G-13  
PRELIMINARY SHORT-TERM EXPANSION PLAN**

Floor / Component	Existing Location	Existing DGSF	Recommendation	New Location	New DGSF	DGSF Change	
						#	%
BASEMENT							
Procurement	Bsmt.	1,053	Remain as is	Bsmt.	1,053	0	0%
Clerk of Court	Bsmt.	8,770	Expand on 2nd Floor into Police Records area	Bsmt.	8,770	0	0%
Facility Maintenance	1st	452	Move to Basement	Bsmt.	882	430	95%
Sheriff Civil Process	New	0	Expand into Police space	Bsmt.	765	765	100%
FIRST FLOOR							
Human Resources	1st	919	Move to 6th Floor into City Manager space	6th			
Building Commission	1st	974	Facility Manager moves to Facility Maintenance space				
Assessor		2,843		1st	3,971	1,128	40%
Main Office	1st	1,961	Move to City Comm. Services/HR/Bldg. Comm. space				
Field Office	7th	882	Consolidate on 1st Floor				
Auditor	1st	1,350	Move to Assessor space	1st	1,961	611	45%
Treasurer	1st	2,742	Expand into Auditor space	1st	4,092	1,350	49%
SECOND FLOOR							
Probation		3,023		2nd	4,278	1,255	42%
	2nd	2,068	Expand into Police space across the hall				
	4th	955	Consolidate on 2nd Floor				
Clerk of Court	New	0	Expand on 2nd Floor into Police Records area	2nd	1,483	1,483	100%
Probate Court	2nd	2,917	Expand across hallway	2nd	3,399	482	17%
City Police	New	0	Use office in former Police space	2nd	113	113	100%
Conference Center	2nd	2,177	Maintain existing Conference Room (405 SF) and Training Room (625 SF); plus support spaces	2nd	2,177	0	0%
FOURTH FLOOR							
Probation	4th	955	Move to 2nd Floor	2nd			
Family Court	4th	4,382	Remain as is	4th	4,382	0	0%
Sheriff Court Security	4th	195	Remain as is	4th	195	0	0%
Solicitor		878	Expand into Probation space	4th	1,496	618	70%
Gen. Sessions	4th	541	Expand into Probation space				
Family Court	9th	337	Move Family Court staff from 9th Floor				

**Table G-13 (Continued)**  
**PRELIMINARY SHORT-TERM EXPANSION PLAN**

Floor / Component	Existing Location	Existing DGSF	Recommendation	New Location	New DGSF	DGSF Change	
						#	%
FIFTH FLOOR							
Circuit Court	9th	2,473	Move to City Court space from 9th Floor	5th	3,731	1,258	51%
Solicitor		1,122	Move to City Personnel space	5th	1,553	431	38%
IT	7th	281	Move IT staff from 7th Floor				
GS/Victims	9th	841	Move General Sessions/Victim Services staff from 9th Floor				
Finance - EMS Billing	7th	462	Move to City Prosecutor space	5th	522	60	13%
SIXTH FLOOR							
Finance	8th	1,886	Move to City Finance space	6th	2,534	648	34%
City Council Chamber	6th	1,364	Use as Jury Assembly / Multi-Purpose Hearing Room	6th	1,364	0	0%
Human Resources	1st	919	Move to City Manager / Mayor space	6th	2,210	1,291	140%
SEVENTH FLOOR							
Veterans Affairs	7th	580	Move to 145 Irby Street	Irby St.			
Assessor Field Office	7th	882	Move to 1st Floor	1st			
Solicitor	7th	281	Move to 5th Floor	5th			
Finance - EMS Billing	7th	462	Move to 5th Floor	6th			
Juvenile Justice	7th	1,308	Expand into Veterans Affairs space	7th	1,888	580	44%
Public Defender	7th	2,172	Expand into Solicitor / Assessor space	7th	3,335	1,163	54%
Coroner	7th	368	Expand into Finance-EMS space	7th	830	462	126%



**Table G-13 (Continued)**  
**PRELIMINARY SHORT-TERM EXPANSION PLAN**

Floor / Component	Existing Location	Existing DGSF	Recommendation	New Location	New DGSF	DGSF Change	
						#	%
EIGHTH FLOOR							
Finance	8th	1,886	Move to 6th Floor into City Finance space	6th			
County Council Chamber	8th	1,354	Remain as is	8th	1,354	0	0%
County Council Suite	New	0	Create new suite out of portion of Finance space	8th	1,315	1,315	100%
Grants Management	8th	505	Move to portion of Finance space	8th	595	90	18%
County Administration	8th	2,368	Expand into Grants Management space	8th	2,873	505	21%
NINTH FLOOR							
Solicitor - Scanning	9th	188	Move to 4th or 5th Floor	4th/5th			
Solicitor - FC/GS/Victim	9th	990	Move to 4th and 5th Floors	4th/5th			
Family Court	New	0	Move into former Circuit Court space	9th	2,473	2,473	100%
			Use Solicitor area (915) as public conference room	9th	188	188	100%
Clerk of Court - Family	9th	2,467	Expand into Solicitor space	9th	3,457	990	40%
TENTH FLOOR							
Circuit Court	10th	3,021	Remain as is	10th	3,021	0	0%
Family Court	10th	3,013	Remain as is	10th	3,013	0	0%
ELEVENTH FLOOR							
Circuit Court	11th	3,973	Remain as is	11th	3,973	0	0%
Solicitor	11th	1,791	Remain as is	11th	1,791	0	0%

**Table G-14  
CURRENT STACKING PLAN**

Floor								Approx. DGSF
11	Circuit Court				Solicitor			5,800
10	Circuit Court			Family Court				6,100
9	Circuit Court		Family Clerk		Solicitor			6,100
8	County Admin.		County Council		Finance			6,100
7	FD	Police	Assessor	Veterans	Coroner	EMS		6,100
6	City Manager/Mayor		City Council		City Finance			6,100
5	City Prosecutor		City Court		City Personnel			6,100
4	Family Court			Probation	Solicitor	Sheriff		6,100
3	Jail							18,200
2	Probation		Probate Court		Police			11,400
1			Assessor		Auditor	HR	Bldg. Comm.    Cty. Com. Serv.	10,000
B	Clerk of Court			Procurement	Police	Booking Area		14,700
TOTAL								102,800

**Table G-15  
PROPOSED SHORT-TERM STACKING PLAN**

<u>Floor</u>							<u>Approx. DGSF</u>
11	Circuit Court				Solicitor		5,800
10	Circuit Court			Family Court			6,100
9	Family Clerk			Family Court			6,100
8	County Administration			County Council			6,100
7	Public Defender		Public Defender		Coroner		6,100
6	Finance		Jury Assembly		Human Resources		6,100
5	EMS	Circuit Court			Solicitor		6,100
4	Family Court			Sheriff	Solicitor		6,100
3	Jail						18,200
2	Probation		Probate Court		Clerk	Conference Center	11,400
1	Assessor		Auditor				10,000
B	Clerk of Court		Procurement	Sheriff		Maint. Booking Area	14,700
<b>TOTAL</b>							<b>102,800</b>
Note: Veterans Affairs relocates to 145 Irby Street.							

**Table G-16**  
**CITY-COUNTY BUILDING AFTER COURTS MOVE TO NEW COURTHOUSE**

Floor							Approx. DGSF	
11	Vacant				Solicitor		5,800	
10	Vacant						6,100	
9	Vacant						6,100	
8	County Administration			County Council			6,100	
7	Vacant		Public Defender		Coroner		6,100	
6	Finance		Vacant		Human Resources		6,100	
5	EMS	Vacant			Solicitor		6,100	
4	Vacant				Solicitor		6,100	
3	Jail						18,200	
2	Vacant				Conference Center		11,400	
1	Assessor		Auditor				10,000	
B	Register of Deeds	Vacant		Procurement	Vacant		Maint. Booking Area	14,700
TOTAL							102,800	
Note: Plan shown is based on Scenario #4 in which Probation, Juvenile Justice, and Probate Court are part of the new courthouse.								

**Table G-17  
PROPOSED LONG-TERM STACKING PLAN**

<u>Floor</u>						<u>Approx. DGSF</u>	
11	Vacant / Leased Space					5,800	
10	Vacant / Leased Space					6,100	
9	Vacant / Leased Space					6,100	
8	County Administration		County Council			6,100	
7	Solicitor			Coroner		6,100	
6	Finance		Human Resources			6,100	
5	Solicitor					6,100	
4	Solicitor					6,100	
3	Storage					18,200	
2	Public Defender		Open	Conference Center		11,400	
1	Assessor		Auditor			10,000	
B	Register of Deeds	Open		Procurement	Maint.	Storage	14,700
<b>TOTAL</b>						<b>102,800</b>	
Note: "Open" areas would accommodate Probation, Juvenile Justice, and Civil Process whenever the County needs additional court expansion.							

## **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

### **ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the August 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 OF THE FLORENCE COUNTY COUNCIL, THURSDAY, AUGUST 2, 2013, 8:00 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  
Mitchell Kirby, Council Member  
Roger M. Poston, Council Member  
Kent C. Caudle, 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:**

Randy Godbold, VA Officer  
Sam Brockington, Fire/Rescue Services Coordinator  
Lindsay Buchanan, Morning News  
Ken Baker, WMBF News

**ABSENT:**

Russell W. Culberson, Council Member

A notice of the special called meeting of the Florence County Council appeared in the August 1, 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, posted in the lobby of the City-County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, 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.

**PUBLIC HEARINGS:**

The Clerk Published The Title And Chairman Schofield Opened The Public Hearing For The Following:

#### **ORDINANCE NO. 04-2013/14**

An Ordinance To Impose A One Percent Sales Tax, Subject To A Referendum, Within Florence County Pursuant To The Capital Project Sales Tax Act; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which The Tax May Be Imposed; To Provide The Maximum Cost Of The Projects Or Facilities Funded From The Proceeds To Be Raised By The Tax; To Provide For A County-Wide Referendum And To Concur In The Contents Of The Ballot Question In Such Referendum; To Establish The Priority In Which The Proceeds Of The Tax Are To Be Expended; To Authorize The Issuance Of General Obligation Bonds Of Florence County, Subject To Such Referendum, To Defray Costs Of Projects And Issuance Costs; To Provide For The Conduct Of Such Referendum; To Provide For The Administration Of The Tax; To Provide For The Payment Of The Tax; And To Provide For Other Matters Relating Thereto.

There were two (2) signatures on the sign-in sheet for Public Hearing:

- 1) Chief Kerry Tanner, Johnsonville Fire District – Chief Tanner stated he was of the opinion that the one cent tax would provide much needed funding to address dire needs the various fire departments had such as infrastructure to support emergency services, the replacement of the outdated County radio system which was a priority for emergency service providers, and replacement of old vehicles and other outdated equipment currently used by the fire departments in an effort to save money and utilize what was available to them. He asked for support of the one cent sales tax to provide the infrastructure so desperately needed to keep Florence County progressive and up to date with the equipment the first responders use to preserve the life and property of the citizens.
- 2) Murray Jordan, Citizen – Mr. Jordan expressed his support of the one cent sales tax and stated he saw this as a significant opportunity to solve some pressing problems for the County without adding to the property tax burden on its citizens.

There being no additional signatures on the sign-in sheet for Public Hearing, Chairman Schofield closed the public hearing.

#### **ORDINANCES IN POSITION:**

##### **ORDINANCE NO. 04-2013/14 – SECOND READING**

The Clerk published the title of Ordinance No. 04-2013/14: An Ordinance To Impose A One Percent Sales Tax, Subject To A Referendum, Within Florence County Pursuant To The Capital Project Sales Tax Act; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which The Tax May Be Imposed; To Provide The Maximum Cost Of The Projects Or Facilities Funded From The Proceeds To Be Raised By The Tax; To Provide For A County-Wide Referendum And To Concur In The Contents Of The Ballot Question In Such Referendum; To Establish The Priority In Which The Proceeds Of The Tax Are To Be Expended; To Authorize The Issuance Of General Obligation Bonds Of Florence County, Subject To Such Referendum, To Defray Costs Of Projects And Issuance Costs; To Provide For The Conduct Of Such Referendum; To Provide For The



Administration Of The Tax; To Provide For The Payment Of The Tax; And To Provide For Other Matters Relating Thereto. Councilman Dorriety made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion.

Chairman Schofield stated that he wanted to try to set the 'tone' for the next ninety days. "It is time for us to have a 2020 vision. In seven short years, the year 2020, we will either look forward with confidence in the ability to lead this State or will still be scrambling to provide adequate public safety services. Which vision do you have? Will we have no vision; still struggling to provide critical infrastructure or will we restore a 2020 vision to our community and be able to say, 'we made the right choice?' Will we say we have restored our vision of our County and our municipalities, one of hope and a bright future? Will we have invested in ourselves? Only the people of this County can decide.

What I tell you is keep the penny and keep us safe. We have the penny on; it is not a new penny. The people are paying this now and it is their choice to either leave it on come May 1, 2014 or take it off. We have talked about the many needs and we are going to go across this County talking about the needs. Whether it is EMS, fire, the radio system; whether it's the need for a fire station out in West Florence area to keep the kids safe in the new high school. Keep the penny. It gave the people of Oakdale and Pineneedles the relief they needed. That was a terrible situation for many years. The penny that is currently in place solved that problem.

Highway 378, Timmonsville Highway and the TV Road are next; the money is in the bank, they are ready to be bid, we are waiting on approval from the Federal government, but they will get started in the next months. [Highway] 51 is next and the money is in the bank. This penny is ending. The people of this community have fulfilled their commitment to get the \$250 million match. These roads will be built.

Think about it, in seven years from now do you have the vision? All these major highways have been built, every one of them. Significant strides have been made to pave the dirt roads and our radio system is state-of-the-art. Our fire departments have been upgraded for our safety. Our ability to respond to you has been greatly improved. Our water systems are better; providing safe, clean drinking water and a reserve for fire protection. We will have invested in our children in recreation. We will have invested in our workers for economic development and jobs. Keep the penny; invest in yourself. Invest for your children and your grandchildren.

Seven years will determine the future path of Florence County. What can you buy with a penny? Florence County can take care of itself and build all of these roads, all of its fire, EMS, radio systems and improvements or we can sit back and do nothing. Do you believe that the State of South Carolina is going to come fix this for you? Do you believe Washington is going to fix this? Look at Timmonsville. How long have those people put up with sewer running in the streets? Did the State act in a timely fashion? If we want a better community, better jobs and safety for our citizens, it is up to us. No one is coming from the outside to save us. They are not going to invest. It is up to you to keep the penny.

Think about it - Otis, Heinz, Honda - they have invested millions in our community. Won't you do the same? Won't you invest a penny? How do we expect them to invest in our community millions if we don't do the same? Depending on the State and Washington has not worked. The State has cut funding by \$7 million. If we are going to be safe and move forward, it is in you the people's hands. This is not something Council can do. We simply do not have the power, and even if we did, it really should come from you the people. Permission to move forward to invest in our community should come from you the citizens. You decide. It's your community, your home, your children. What can you buy with a penny? You and your children's safety, jobs and the future of Florence County. Close your eyes: imagine you are on Highway 52, the Darlington highway and see the old pecan plant and see buildings that are not productive. The choice is yours. Ride on Moulds Road or Cato Road and it's a dirt road. The choice is yours. County Council has withstood the barrage from those who would not invest in the most critical life-safety issues of our day. Depend on the State, *really*? Depend on Washington? Not me. Washington and State government is broke and you see it. They are paralyzed by partisan bickering. Depend on yourself and keep the penny.

Which vision do you want? The old vision where the politicians in Columbia and Washington are in charge? Or do you want the one where the people are in charge? A new vision where Florence County first listens to you the public in nine public meetings. This Council took that initiative and took a constant barrage of criticism that we weren't doing this thing right. We have withstood that criticism so that you the voters get a choice. You want to go with the old vision where the State knows best and the people know nothing? Or the new 2020 vision of our future where we depend on our citizens? Which vision will you choose? A vision that says you talk to the people and you let them tell you what they want; a vision that lets you decide. There about ninety days, will you commit yourself for years of progress? Kids are going back to school to do their homework. It is time we did our homework. We've done a lot of it to this point. But we need to talk to the citizens, answering their questions, explaining this vision. I invite you the Council, the Mayors, and other community leaders to stand up and join us in having a 2020 vision for the future. Keep the penny and keep us safe. Seven years, in 2020. Let us talk to the citizens and listen to their questions and give them honest answers.

If I knew a way to save the taxpayers of Florence County \$50 million would you do it? Well I know a way to do that and that's keep the penny because it will raise almost \$150 million and \$50 million of it the people from outside this County will pay it. Life is about choices, are you willing to pay the price? The choice you make on November 5, 2013 will affect your life and the lives of your children for many years to come. Will you choose to invest a penny? Will your voice be a voice of complaining or construction? Will you choose to take the two-lane road, the dirt road, and choose to depend on Washington or the State? Or will you choose the four-lane road that we will choose our own destiny and we will provide our own public safety. We will do as the Bible teaches us in Galatians *'whatsoever a man soweth that shall he reap.'* Where we will invest wisely our time, our talent and our treasure. Ben Franklin said 'a penny saved is a penny earned.' This penny can do a lot. Which road will you travel? The dirt road or the four-lane road and the resurfaced road? Will you choose adequate public safety or will you choose to risk waiting on the officials in Columbia and Washington? We see how they

have produced; delay, delay, delay, for essential public service. They have cut SLED, the highway patrol, education, you name it. As for me, I'm going to depend on the people of Florence County. Will you invest in the future, in your grandchildren's future? Will you invest in your life and the lives of those who work to save you, the EMS, fire and law enforcement, who come to save you in your time of need? It's your choice. In seven years Florence County can be at the forefront of strength and economic development in South Carolina. It is your choice. Will you have a 2020 vision?

Vision 2020. See clearly, the year 2020 will be a time in Florence when we look back and understand that those who had the courage and those who had a vision; those who invested wisely in Florence County, Florence City, Lake City and all of our other communities. People are investing in Florence County at this time. You see it; we see it. It is time to see with 2020 vision. Seven years, that's how long this tax will last. 2020 is on the way. It is time to invest in our safety and security. Keep the penny; keep us safe."

Second reading of Ordinance No. 04-2013/14 was approved unanimously. Councilman Poston presented a 'Proxy' vote on behalf of Councilman Culberson, which was a 'yes' vote on the question of second reading of the Ordinance.

#### **ORDINANCE NO. 06-2013/14 – INTRODUCED**

The Clerk published the title of Ordinance No. 06-2013/14 and the Chairman declared the Ordinance introduced: An Ordinance In Order To Provide Additional Operating Funding For The Hannah-Salem-Friendfield Rural Fire District And Other Matters Related Thereto.

#### **REPORTS TO COUNCIL:**

#### **JOHNSONVILLE RESCUE SQUAD/PROCUREMENT**

##### **AMBULANCE PURCHASE**

Councilman Poston made a motion Council Authorize The Use Of Florida Association Of Counties Bid #11-10-1202 Awarded To Wheeled Coach Industries To Purchase An Ambulance For The Johnsonville Rescue Squad In The Amount Of \$128,213 From Peach State Ambulance, Inc., Tyrone, Georgia, The Authorized Regional Representative For Wheeled Coach Industries, To Be Funded From FY14 Previously Budgeted Funds. Councilman Caudle seconded the motion, which was approved unanimously.

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

#### **COUNCIL MEETING ADJOURNED AT 8:28 A.M.**

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

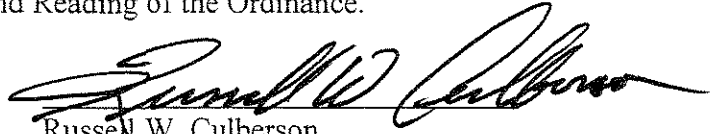
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**CONNIE Y. HASELDEN**  
**CLERK TO COUNTY COUNCIL**

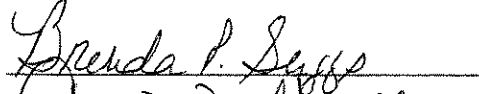
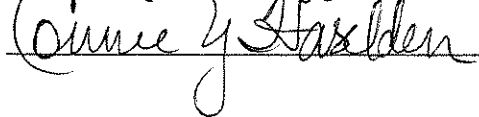
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

PROXY

I hereby leave my voting proxy for Second Reading of Ordinance No. 04-2013/14,  
relating to the Imposition Of A One Percent Sales Tax, at the special called meeting of  
County Council on August 2, 2013, with County Council Member Roger M. Poston. This  
proxy is for a "yes" vote on the question of Second Reading of the Ordinance.

  
Russell W. Culberson  
Member, Florence County Council

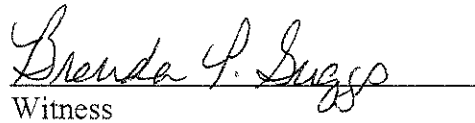
WITNESSES:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )


PROBATE

**PERSONALLY APPEARED,** the undersigned witnessed and made oath that (s)he saw  
the within named Russell W. Culberson , sign and as his act and deed, deliver the within  
**PROXY**, and that deponent, with the other witness subscribed above, witnessed the  
execution thereof.

  
Witness

SWORN to before me this

31<sup>st</sup> day of July, 2013

  
NOTARY PUBLIC (S.C.)  
My Commission Expires 10-14-18

# **FLORENCE COUNTY COUNCIL**

August 22, 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:

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

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. 05-2013/14**

An Ordinance To Provide For The Creation Of Advisory Committee To The Fire/Rescue Services Coordinator; And Other Matters Related Thereto.

**ORDINANCE NO. 06-2013/14**

An Ordinance To Amend Ordinance No. 01-2013/14 In Order To Provide Additional Operating Funding For The Hannah-Salem-Friendfield Rural Fire District And Other Matters Related Thereto.

## FLORENCE COUNTY COUNCIL MEETING

August 22, 2013

**AGENDA ITEM:**   Appearances Before Council  
Dorothy M. Crosby  
Interim Library Director

**DEPARTMENT:**   County Council

**ISSUE UNDER CONSIDERATION:**

Ms. Crosby Requests To Appear Before Council To Briefly Present The *Annual Report*  
For The Florence County Library System.

**ATTACHMENT:**

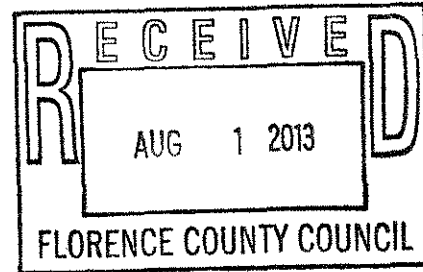
A Copy of the Request To Appear.

# Florence County Library System

Doctors Bruce and Lee Foundation Headquarters Library

509 S. Dargan St. Florence, SC 29506 Phone: (843) 662-8424 Fax: (843) 661-7544  
www.florencelibrary.org

Connie Y. Haselden  
Clerk to Council  
Florence County Council  
180 N. Irby Street, MSC-G  
Florence, SC 29501



August 1, 2013

Dear Mrs. Haselden,

I am respectfully requesting to be included on the Florence County Council agenda for the August 22 meeting. The purpose of this request is to briefly present the *Annual Report* for the Florence County Library System to Council members.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Dorothy M. Crosby".

Dorothy M. Crosby  
Interim Library Director

Cc: Angela Lorenz, Florence County Library Board Chair

Johnsonville Branch  
242 S. Georgetown Hwy.  
Johnsonville, SC 29555  
Phone: (843) 386-2052

Lake City Branch  
221 E. Main Street  
Lake City, SC 29560  
Phone: (843) 394-8071

Olanta Branch  
210 E. Hampton St.  
Olanta, SC 29114  
Phone: (843) 396-4287

Pamplico Branch  
100 E. Main St.  
Pamplico, SC 29583  
Phone: (843) 493-5441

Timmonsville Branch  
298 W. Smith St.  
Timmonsville, SC 29161  
Phone: (843) 346-2941

# **FLORENCE COUNTY COUNCIL**

August 22, 2013

**AGENDA ITEM:** Resolution No. 30-2012/13 - Deferral

**DEPARTMENT:** County Council

## **ISSUE UNDER CONSIDERATION:**

A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended.

## **OPTIONS:**

1. *(Recommended)* Defer Consideration of Resolution No. 30-2012/13.
2. Provide an alternate directive.

## **ATTACHMENTS:**

Copy Of Proposed Resolution No. 30-2012/13



Sponsor(s)	:	County Council
Public Hearing	:	
Adopted	:	
Committee Referral	:	N/A
Committee Consideration Date	:	N/A
Committee Recommendation	:	N/A

## RESOLUTION NO. 30-2012/13

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

(IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS - ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REFUNDING REVENUE BONDS (FMU STUDENT HOUSING, LLC – FRANCIS MARION UNIVERSITY PROJECT) SERIES 2013 IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,085,000 PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.)

#### WHEREAS:

1. The South Carolina Jobs - Economic Development Authority (the “**Authority**”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, Code of Laws of South Carolina 1976, as amended (the “**Act**”), to utilize any of its program funds to establish loan programs to be utilized to acquire, by construction or purchase, properties and for other purposes described in §41-43-160 of the Act in order to promote and develop the business and economic welfare of the State of South Carolina (the “**State**”), encourage and assist in the location of new business enterprises in the State and in rehabilitation and assistance of existing business enterprises and in the promotion of the export of goods, services, commodities, and capital equipment produced within the State, and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State and in the promotion and advancement of industrial, commercial, agricultural, and recreational development in the State; and
2. The Authority is further authorized by §41-43-110 of the Act to issue bonds to provide funds for any program authorized by the Act; and
3. The Authority and FMU Student Housing, LLC (the “**Borrower**”), a South Carolina single member limited liability company, entered into an Inducement Agreement (the “**Inducement Agreement**”), pursuant to which and in order to implement the public purposes enumerated in the Act and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes to issue its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 in one or more series and in an aggregate principal amount not to exceed \$14,085,000 (the “**Bonds**”) under and pursuant to §41-43-110 of the Act for the purpose of (i) redeeming and refunding a portion of the South Carolina Jobs - Economic Development Authority Student Housing Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2004A heretofore issued by the Authority to finance the acquisition, construction, furnishing, and equipping of a 235-bed student housing facility (the “**2004 Project**”) located at 4822 East Palmetto Street on the campus of Francis Marion

University (the "**University**") in Florence County, South Carolina (the "**County**"), and owned and operated by the Borrower and the acquisition by the Borrower of a leasehold interest in certain existing student housing facilities on the campus of, and owned by, the University; (ii) funding a debt service reserve fund for the Bonds; and (iii) paying certain fees and expenses to be incurred in connection with the issuance of the Bonds (collectively, the "**Undertaking**"), and, subject to such approval of the State Budget and Control Board of South Carolina and the County, as may be required by law, for the purpose of reducing the cost of capital to this business enterprise by lending the proceeds of the Bonds to the Borrower under and pursuant to the terms of loan agreements to be entered into between the Authority and the Borrower; and

4. It is anticipated that the Project will result in the maintenance of permanent employment (both direct and indirect) for approximately seven (7) people from the County and surrounding areas by increased payrolls, capital investment, and tax revenues; and
5. The Authority and the County have this day jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County not less than fifteen (15) days prior to the date hereof, at which all interested persons were given a reasonable opportunity to express their views.

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

**Section 1.** It is hereby found, determined, and declared, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally.

**Section 2.** The Undertaking will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

**Section 3.** The amount of bonds required to finance the Undertaking shall not exceed \$14,085,000.

**Section 4.** The County supports the Authority in its determination to issue the Bonds.

**Section 5.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force from and after its adoption.

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

I, the undersigned, Clerk of Florence County Council, do hereby certify that the foregoing is a true, correct, and verbatim copy of a Resolution duly adopted by Florence County Council on \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Connie Y. Haselden, Clerk to Council  
Florence County Council

DRAFT

CERTIFICATE AS TO PUBLIC HEARING

I, the undersigned, Connie Haselden, Clerk of Florence County Council ("**County Council**"), **DO HEREBY CERTIFY** as follows:

1. Attached hereto is an Affidavit of Publication of Notice of Public Hearing (the "**Notice**") published in the Florence Morning News, a newspaper of general circulation in Florence County, South Carolina (the "**County**") on \_\_\_\_\_, 2013.

2. The public hearing was conducted by County Council and the South Carolina Jobs - Economic Development Authority (the "**Authority**") on June 20, 2013, in connection with the issuance by the Authority of its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 in one or more series and in an aggregate principal amount not to exceed \$14,085,000 (the "**Bonds**") for the purpose of defraying the cost of redeeming and refunding a portion of the South Carolina Jobs - Economic Development Authority Student Housing Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2004A heretofore issued by the Authority to finance the acquisition, construction, furnishing, and equipping of a 235-bed student housing facility (the "**2004 Project**") located at 4822 East Palmetto Street on the campus of Francis Marion University (the "**University**") in Florence County, South Carolina, and owned and operated by FMU Student Housing, LLC (the "**Borrower**"), a South Carolina single member limited liability company, and the acquisition by the Borrower of a leasehold interest in certain existing student housing facilities on the campus of, and owned by, the University; funding a debt service reserve fund for the Bonds; and paying certain fees and expenses incurred in connection with the issuance of the Bonds.

3. I was present at the public hearing described in the Notice, which hearing was held at the time and place specified therein. All persons desiring to do so were given reasonable opportunity to speak and, if requested, to present their opinions in writing regarding the issuance by the Authority of the Bonds and the use of the proceeds for the purposes described in paragraph 2 above. There were no written comments received nor persons in attendance at the public hearing to speak in opposition to the issuance of the Bonds for the purpose described in paragraph 2 above.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

# **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Resolution No. 06-2013/14

**DEPARTMENT:** Florence County Sheriff's Office

## **ISSUE UNDER CONSIDERATION:**

(A Resolution To Approve A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.)

## **POINTS TO CONSIDER:**

1. Section 23-20-30, SC Code of Laws 1976, authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers.
2. Section 23-20-50, SC Code of Laws 1976, requires all such agreements to be approved by the governing body of each jurisdiction.
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.
4. Florence County Sheriff is requesting approval of a multi-jurisdictional agreement with Marion County Sheriff's Office.

## **OPTIONS:**

1. *(Recommended)* Approve Resolution No. 06-2013/14.
2. Provide an alternate directive.

## **ATTACHEMENTS:**

1. Resolution No. 06-2013/14.
2. Marion County Sheriff's Office Multi-jurisdictional agreement.

Sponsor(s) : Florence County Sheriff's Office  
Adopted: : August 22, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 06-2013/14**

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

**(A Resolution Approving A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.)**

**WHEREAS:**

1. South Carolina Code §23-20-30 authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers; and
2. South Carolina Code §23-20-50 requires all such agreements to be approved by the governing body of each jurisdiction; and
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.

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

Council approves a multi-jurisdictional agreement with Marion County Sheriff's Office and authorizes the County Administrator to execute said agreement.

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

STATE OF SOUTH CAROLINA

COUNTY OF MARION

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July 2013, by and between the Sheriff's Office of Marion County and the Florence County Sheriff's Office, Florence, South Carolina.

WITNESSETH:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina (1976), as amended, provides:

- (A) Any municipal or county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other municipality or county in this State under the conditions set forth in this section, and when so transferred shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.
- (B) Prior to any transfer as authorized in subsection (A), the concerned municipalities or counties shall enter into written agreements stating the conditions and terms of the temporary employment of officers to be transferred. The bond for any officer transferred shall include coverage for his activity in the municipality or county to which he is transferred in the same manner and to the same extent provided by bonds of regularly employed officers of that municipality or county, and;
- (C) Agreements made pursuant to subsections (B) shall provide that temporary transfers shall in no manner affect or reduce the compensation, pension or retirement rights of transferred officers and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their services by the county or municipality to which they are transferred.

WHEREAS, the Marion County Sheriff's Office desires to enter into such an agreement with the Florence County Sheriff's Office, Florence, South Carolina for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations; and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

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

(1) Assistance. The assistance to be rendered pursuant to this agreement shall solely involve the temporary transfer of law enforcement officers from one party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all the powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

(2) Request for Assistance. The temporary transfer of law enforcement officers may be requested in response to any law enforcement related need including, but not limited to:

- A. Emergency situations
- B. Riot and disorder
- C. Natural disaster
- D. Mass processing of arrest
- E. Transporting of prisoners
- F. Operating temporary detention facilities

(3) Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be



the sole judge as to whether or not it can respond and to what extent it can comply with the request of assistance. Furthermore, this Agreement shall not create a contractual obligation to fulfill the request for assistance. Additionally, if the request is fulfilled, the agency fulfilling the request shall have the sole right to pull their officers back at any time.

(4) Procedure for Requesting Mutual Aid.

A. Request. A request for assistance shall only be made by the senior duty officer of the law enforcement agency requiring such assistance. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which that personnel are to be dispatched, and the officer-in-charge at such location.

B. Reply. A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed on the number of law enforcement officers to be furnished.

C. Officer-In-Charge. The personnel temporarily transferred by the assisting law enforcement agency shall report to the officer-in-charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.

D. Release. The law enforcement officers temporarily transferred shall be released by the officer-in-charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement agencies shall use their best efforts to complete the requested service prior to being released.

(5) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF MARION, SOUTH CAROLINA

Tham Lewis  
Sahni Alami  
Etty

By: [Signature]  
G. Timothy Harper, County Administrator

And: [Signature]  
Elista H. Smith, Council Chairperson

And: [Signature]  
Mark W. Richardson, Sheriff

COUNTY OF FLORENCE, SOUTH CAROLINA

Katherine McEl

By: [Signature]  
Richard Starks, County Administrator

And: [Signature]  
William Kenney Boone, Sheriff

## **FLORENCE COUNTY COUNCIL MEETING**

**Thursday, August 22, 2013**

**AGENDA ITEM:** Resolution No. 07-2013/14

**DEPARTMENT:** Planning and Building Department



**ISSUE UNDER CONSIDERATION:**

**[A Resolution To Request The South Carolina Building Code Council To Delay Adoption Of The Proposed Wind Design Region Line Of Demarcation Within Florence County Pending Study And Recommendation By A Licensed Professional Engineer On Behalf Of The County; And Other Matters Related Thereto.]**

**POINTS TO CONSIDER:**

1. Florence County staff was presented a final draft product of a newly established Wind Design Region referenced in the 2012 International Residential Code for building on August 8, 2013.
2. Florence County staff was requested to review the draft product and submit comments or an alternate proposal no later than August 12, 2013 at which time the final draft was to be submitted to the SC Building Code Council for approval and adoption.
3. Florence County staff, supported by the Florence County Council, the City of Lake City and the Town of Pamplico, submitted a response, by letter, requesting the SC Building Code Council delay adoption of the proposed Wind Design Region line of demarcation within Florence County pending study and recommendation by a licensed professional engineer.
4. Adoption of the proposed line of demarcation line, without alteration or input from the County, represents significant additional requirements to the residential construction process within Florence County without any input or proposal from the County.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Resolution No. 07-2013/14
2. Wind Design Region Line Map

Sponsor(s) : County Council  
Adopted : August 22, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 07-2013/14**

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

**[A Resolution To Request The South Carolina Building Code Council To Delay Adoption Of The Proposed Wind Design Region Line Of Demarcation Within Florence County Pending Study And Recommendation By A Licensed Professional Engineer On Behalf Of The County; And Other Matters Related Thereto.]**

**WHEREAS:**

1. Florence County staff was presented a final draft product of a newly established Wind Design Region referenced in the 2012 International Residential Code for building on August 8, 2013; and
2. Florence County staff was requested to review the draft product and submit comments or an alternate proposal no later than August 12, 2013 at which time the final draft was to be submitted to the SC Building Code Council for approval and adoption; and
3. Florence County staff, supported by the Florence County Council, the City of Lake City and the Town of Pamplico, submitted a response, by letter, requesting the SC Building Code Council delay adoption of the proposed Wind Design Region line of demarcation within Florence County pending study and recommendation by a licensed professional engineer; and
4. Adoption of the proposed line of demarcation line, without alteration or input from the County, represents significant additional requirements to the residential construction process within Florence County without any input or proposal from the County.

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

The Florence County Council seeks a delay of adoption by the SC Building Code Council of the Wind Design Region line of demarcation, prepared and proposed by the Coastal Code Officials Association in collaboration with the SC Building Code Council and the SC Home Builders Association, pending study and recommendation by a licensed professional engineer in the interest of the health, wealth and general welfare of the citizens of Florence County.

ATTEST:

SIGNED:

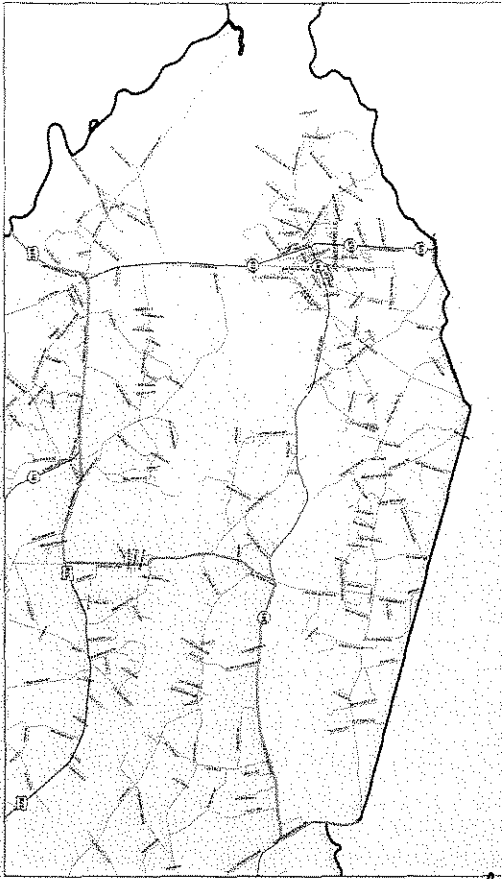
\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

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

COUNCIL VOTE:

OPPOSED:

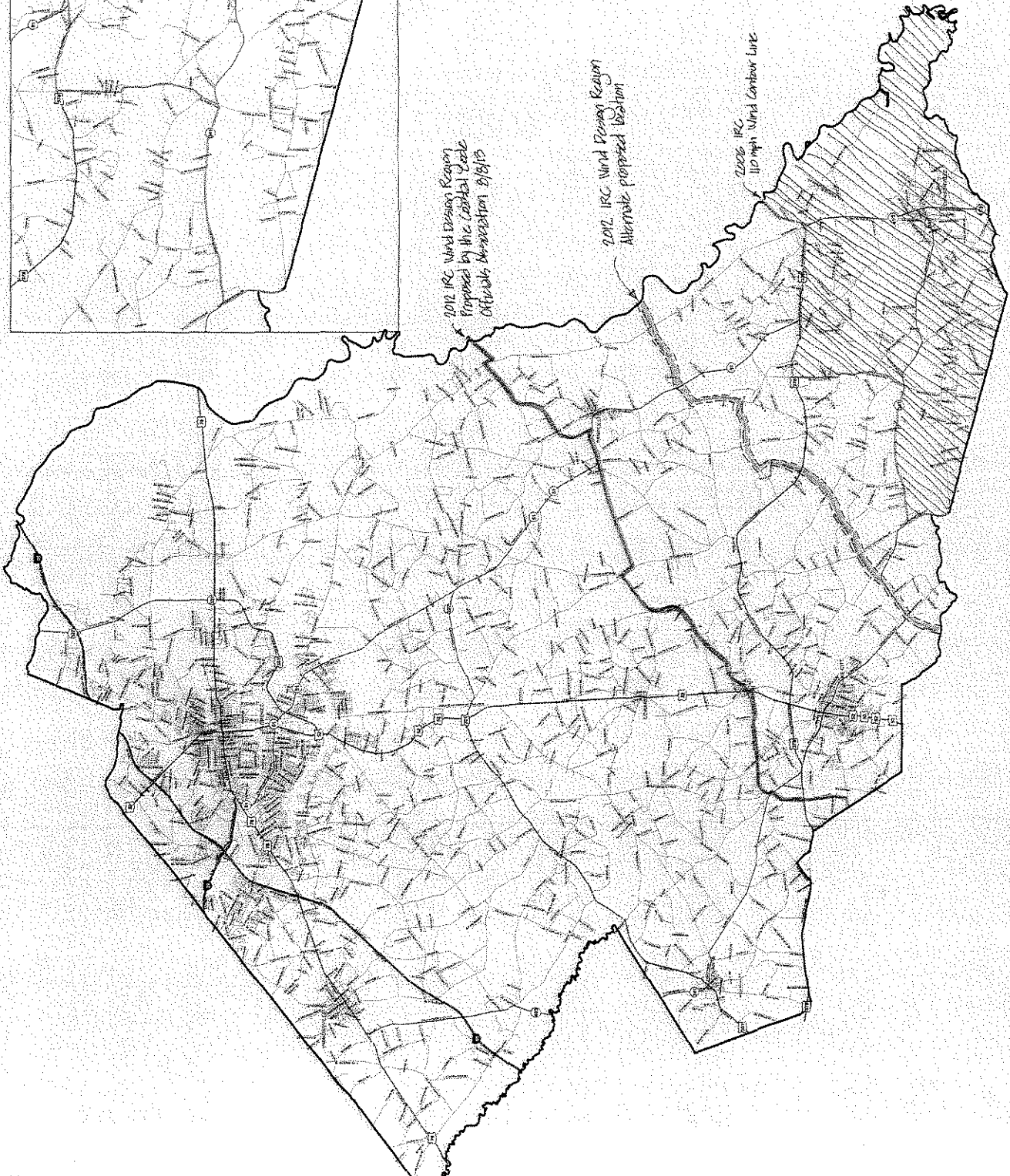
ABSENT:



2012 IRC Wind Design Region  
Proposed by the Coastal Geologic  
Outward Association 8/8/13

2012 IRC Wind Design Region  
Alternate proposed location

2006 IRC  
110 mph Wind Contour Line



## **FLORENCE COUNTY COUNCIL MEETING**

**August 22, 2013**

**AGENDA ITEM:** Resolution No. 08-2013/14

**DEPARTMENT:** Florence County Sheriff's Office

**ISSUE UNDER CONSIDERATION:**

(A Resolution To Approve The Increase Of The Daily Inmate Housing Per Diem Rate At The Florence County Detention Center To A Flat Rate Of \$56 Per Day; And Other Matters Related Thereto.)

**POINTS TO CONSIDER:**

1. The per diem rate has not increased since the Detention Center opened in 1994.
2. Currently, our per diem rates are \$36/day and \$18 for half days. Increasing the rate to \$56/day would establish a fee equivalent to the federal rate as well as put us in line with other jurisdictions.
3. This would eliminate half-day billings. There are fixed costs associated with inmate processing that are required regardless of the length of incarceration.
4. This increase in revenue would help to offset a portion of the cost of unfunded minimum standard requirements and increased costs of operation that have been mandated by SCDC.
5. The total funds generated by this proposal would be approximately \$208,006.

**OPTIONS:**

1. *(Recommended)* Approve Resolution No. 08-2013/14 as presented.
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Resolution No. 08-2013/14
2. Memo from Chief Deputy Glen Kirby

Sponsor(s) : County Council  
Adopted : August 22, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 08-2013/14**

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

**[A Resolution To Approve The Increase Of The Daily Inmate Housing Per Diem Rate At The Florence County Detention Center To A Flat Rate Of \$56 Per Day; And Other Matters Related Thereto.]**

**WHEREAS:**

1. The per diem rate for inmate housing at the Florence County Detention Center has not changed since it opened in 1994; and
2. Increasing the rate from the current \$36 per day and \$18 for half days to \$56 per day would establish a fee equivalent to the federal rate as well as put Florence County in line with other jurisdictions; and
3. There are fixed costs associated with inmate processing that are required regardless of the length of incarceration and the increase in per diem would eliminate half-day billings; and
4. The total funds generated by this proposal would be approximately \$208,006; and
5. This increase in revenue would help to offset a portion of the cost of unfunded minimum standard requirements and increased costs of operation that have been mandated by SCDC.

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

The Florence County Council Hereby Approves The Increase Of The Daily Inmate Housing Per Diem Rate At The Florence County Detention Center To A Flat Rate Of \$56 Per Day.

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:

OPPOSED:

ABSENT:



# *Florence County*

## *Sheriff's Office*

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To: Sheriff Kenney Boone

From: Chief Glen Kirby

Date: June 11, 2013

Re: Plan to Address Staffing Minimum Standards of SCDOC

The SC Department of Corrections is requiring Florence County to submit a plan of action regarding the funding of 17 additional correctional officers to place our agency in compliance with their minimum standards. This is considered an unfunded state mandate by County Council, and as of second reading, no action has been taken to address this issue.

In order to try and generate some of the funding for this mandate, I suggest the following as a possible solution;

-Within the budget ordinance, establish a fee equivalent to the federal rate (currently \$56 per day) to be charged to all municipalities. The municipalities are currently being charged \$18 per half day. This would eliminate the half-day billings and the municipalities still would not be billed for any General Sessions offenses.

The total estimated funds that would be generated by this proposal would be approximately \$208,006.

We propose that the following changes be made in order to meet SCDC requirements;

- Reclassify one Sergeant slot to Lieutenant/Watch Commander, which would give us 4 total Lt/Watch Commanders; one on each shift, at a cost of \$6,075 (fringe costs are already budgeted)
- Add 4 new Correctional Officer slots for FY14 at a cost of \$39,133 per officer (\$156,532 total) including fringe costs.



- Add 1 Reception Clerk slot for FY14 at a cost of \$31,808 (including fringe costs) for the Front Desk; this will free up an additional Correctional Officer slot.

Once these changes are made, we will have 1 Lieutenant, 1 Sergeant, 1 Corporal, and 13 Correctional Officers for a total of 16 officers on each shift and 1 additional Correctional Officer in Transportation.

The total cost of these personnel changes would be approximately \$194,415, which would be covered by the funds generated by our proposal above.

# **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

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

**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 \$125,000 converted into a grant.
7. The loan carries a 1% interest rate and is amortized over 10 years.

## **OPTIONS:**

1. *(Recommended)* Approve as presented.
2. Provide An Alternate Directive.

## **ATTACHMENTS:**

Ordinance #17-2012/13.

Sponsor(s) : Finance  
 First Reading : November 15, 2012  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Second Reading : December 13, 2012  
 Public Hearing : August 22, 2013  
 Third Reading : August 22, 2013  
 Effective Date :

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

# 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 a first mortgage on terms and conditions satisfactory to the Lender on TMP#80016-06-005, formerly known as the Lake City Health Department located at 124 Epps Street, Lake City, SC and TMP#70013-01-001, #70013-01-002, and #70013-01-005, formerly known as the BC Moore Store located at 150 West Main Street, Timmonsville, SC (the "Mortgage") attached hereto as Exhibit D and a pledged assignment of revenues generated through the County's general fund and/or debt service fund and the full faith and credit of the County sufficient to service the outstanding debt plus accrued interest and any other fees or charges~~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~~
- ~~8.7.~~ 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

9-8. 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

\_\_\_\_\_  
Chairman

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Field C  
Field C  
Field C  
Field C

Clerk to Council

Florence County Council

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

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

DRAFT

Sponsor(s) : Finance  
 First Reading : November 15, 2012  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Second Reading : December 13, 2012  
 Public Hearing : August 22, 2013  
 Third Reading : August 22, 2013  
 Effective Date :

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

# 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 a first mortgage on terms and conditions satisfactory to the Lender on TMP#80016-06-005, formerly known as the Lake City Health Department located at 124 Epps Street, Lake City, SC and TMP#70013-01-001, #70013-01-002, and #70013-01-005, formerly known as the BC Moore Store located at 150 West Main Street, Timmonsville, SC (the "Mortgage") attached hereto as Exhibit D and a pledged assignment of revenues generated through the County's general fund and/or debt service fund and the full faith and credit of the County sufficient to service the outstanding debt plus accrued interest and any other fees or charges; and
6. The Project serves a valid corporate and public purpose of the County; and
7. 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
8. 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

**EXHIBIT A**

**CATAWBA REGIONAL DEVELOPMENT CORPORATION**

Catawba Regional Center  
P.O. Box 450  
Rock Hill, South Carolina 29731

215 Hampton Street  
Tele. (803) 327-9044  
FAX (803) 327-1912

March 18, 2013

K. G. Rusty Smith, Jr.  
Florence County  
180 N. Irby Street, MSC-G  
Florence, SC 29501

**VIA FEDERAL EXPRESS**

Dear Mr. Smith:

Catawba Regional Council of Governments ("CRCOG") is the fund manager for the SC Brownfields Cleanup Revolving Loan Fund ("BCRLF" or "the fund") on behalf of the South Carolina Department of Health and Environmental Control ("Lender" or "DHEC"). Lender has authorized CRCOG to provide the following commitment letter ("Commitment") for a loan to Florence County ("Borrower").

**1) Borrower:** Florence County, SC

**2) Corporate Guarantor (Joint and Several):** N/A

**3) Loan Amount:** Up to a maximum of Five Hundred Thousand Dollars (\$500,000.00) based upon approved project costs. Loan proceeds will be disbursed at the request of Borrower throughout the environmental cleanup process in accordance with Paragraph 16 hereof.

**4) Loan Purpose:** The BCRLF loan shall provide up to \$500,000.00 of the anticipated \$691,459.00 of total eligible project costs, per the application, for the cleanup of the Lake City Wastewater site and Church Street Manned Convenience Center site ("Property") located in Lake City, Florence County, South Carolina. The balance of project costs ("Local Match") shall be provided by Borrower and/or from contributions from the Drs. Bruce & Lee Foundation. Loan proceeds and local match are to be used only for S.C. DHEC approved and eligible environmental cleanup costs of the Property.

**5) Interest Rate, Term and Repayment:** The BCRLF loan shall bear an annual interest rate of one percent (1.0%), and will have an interest only period through the remediation process for a maximum of twelve (12) months from the closing date. During this interest-only period, interest will be accrued based upon actual amounts drawn under the Commitment. Accrued interest will be payable monthly, and there shall be no principal payments remitted by Borrower during the



interest-only period. Following the interest-only period, the loan will be fully amortized over twenty (20) semi-annual payment periods.

Projected principal and interest payments are calculated based upon the BCRLF note's face amount (\$500,000.00), less the cumulative debt to be forgiven (\$125,000 – see paragraph 17) at the semi-annual interest rate of .5%, amortized over 20 semi-annual payments. Semi-annual principal and interest payments of \$19,749.92 (assuming full BCRLF note amount is utilized) will be remitted by Borrower throughout the term portion of the loan. At maturity, all outstanding principal and accrued interest will be due and payable.

**6) Proof of Authorization:** Appropriate authorization including an ordinance from County Council authorizing the borrowing in accordance with this Commitment, along with an attorney opinion letter, each in a form acceptable to Lender, will be required prior to closing.

**7) Repayment and Security for the Loan:** The loan will be evidenced by, among other things, a promissory note, a loan agreement and a mortgage secured by a title-insured first mortgage on a 10,412 square foot commercial building known as the former BC Moore Store located at 150 West Main Street, Timmonsville, SC and a 3,387 square foot commercial building known as the former Lake City Health Department building located at 124 Epps Street, Lake City, SC, in a form acceptable to Lender and approved by Lender's counsel and in accordance with state and federal law. Repayment of the loan will be made through a pledge of revenues generated through Florence County's general fund and/or debt service fund and the full faith and credit of the Borrower.

Borrower will provide a Certificate of Completion from DHEC upon completion of cleanup activity. Borrower agrees to complete the project cleanup to the extent necessary for a Certificate of Completion to be awarded by DHEC. Borrower shall be under a continuing obligation to keep up to date cost estimates for completion of the cleanup project costs. If project costs are estimated to escalate beyond or exceed the anticipated \$691,459.00 as identified in the application, Borrower is responsible for any costs in excess of the total project cost amount as identified in the application.

Lender shall be furnished with such security and credit instruments, as Lender shall deem necessary for its protection. In addition to other documents that may be required by Lender, the following documents each in a form acceptable to Lender shall be required on or before closing:

- (a) Promissory Note evidencing the BCRLF loan;
- (b) Loan Agreement;
- (c) Mortgage granting a first priority lien on two commercial buildings owned by Florence County described above;
- (d) Phase I and Phase II environmental assessment reports on the project Property;
- (e) Mortgagee Title Insurance Policy for the two commercial buildings securing the BCRLF loan;
- (f) Appropriate ordinances from Borrower to borrow the funds and pledge the security;
- (g) Opinion letter from Borrower's counsel opining on the legality and enforcement of the various loan documents;

(h) Evidence of required match of at least \$191,459.00 via cash injection for eligible project costs;

(i) Any other documents required by Lender in order to complete the loan and as contemplated by this Commitment.

**8) Late Charge:** To the extent allowed by law, the note shall impose a late charge of five percent (5%) of the current balance due if total payment is not received within 10 days of the loan payment due date.

**9) Origination Fee:** A fee of 1.5% of the committed loan amount (\$7,500.00) will be due, fully earned, non-refundable and payable upon acceptance of this Commitment. This fee will be paid to CRCOG and shall be paid by Borrower whether or not the loan closes.

**10) Property/Hazard Insurance:** Lender will be provided with a hazard insurance policy and other policies acceptable to Lender related to this project and collateral.

**11) Environmental Assessment and Information:** Borrower shall provide copies of all environmental investigation (i.e. Phase I and Phase II environmental assessment reports for the project Property), as well as final Voluntary Cleanup Contract(s) as executed with DHEC for the Property by loan closing.

**12) Costs and Expenses:** Borrower shall pay all costs and expenses incurred in connection with the BCRLF loan, whether said loan is closed or not, including and without limitation, any required costs and/or legal fees (for Commitment, loan documents, legal advice, ordinance, and closing), license fees and premiums. The firm of Spencer and Spencer, P.A. (Rock Hill, SC) is representing CRCOG as fund manager and preparing the various loan documents and closing the BCRLF loan on behalf of DHEC. These costs and expenses shall be paid no later than at closing of the BCRLF loan.

**13) Non-Assignability:** Neither this Commitment nor any future loan proceeds shall be assignable by Borrower.

**14) Governing Laws:** The loan transaction contemplated herein, and all documents executed pursuant to, shall be construed according to and governed by the laws of the State of South Carolina except to the extent governed by federal law. In addition, Borrower shall be willing to sign any and all covenants, certifications, requirements and agreements in furtherance of any state, DHEC, or federal law requirement either related to this loan transaction or as required by CRCOG or Lender in order to evidence compliance with the same with all final determinations as to such matters to be decided by CRCOG and Lender.

**15) Financial Records and Substantiation of Project Costs:** Borrower shall provide Lender proof of eligible project costs equal to or greater than \$691,459.00, by category as expressed in Borrower's application for BCRLF funds. Borrower shall provide Lender and/or CRCOG, CPA audited annual financial statements within 120 days of each fiscal year end.

**16) Disbursements:** It is anticipated that disbursements shall be made in increments of at least \$50,000, and any disbursement shall be subject to approval of submitted project costs by DHEC and, if applicable, the U.S. Environmental Protection Agency. All disbursement requests must be made in writing in a form acceptable to DHEC. The disbursements shall not exceed 100% of the cost of the eligible materials and labor expended toward the work described in the request for payment form. DHEC reserves the right to inspect the subject property from time to time to insure that performance of the environmental work is satisfactory to DHEC, including in accordance with the submitted project costs and cleanup plan, and to ensure that the loan has not been over-advanced. Unless waived by Lender and further subject to the terms of this Commitment and loan documents, Borrower shall draw down the entire loan amount unless the cleanup costs are less than estimated, in which case this loan shall be partially funded on a prorated basis.

**17) Debt Forgiveness:** Up to 25% of this BCRLF loan will be forgiven, to a maximum of \$125,000, according to U. S. EPA Brownfields Cleanup Revolving Loan Fund Guidelines, and provided that Borrower complies with all of the terms and conditions set forth in the loan documents. Based upon the entire project costs being funded and the entire BCRLF loan amount utilized, debt forgiveness will equate to \$125,000. If the full loan amount is not drawn, the amount to be forgiven will be equal to 25% of the final loan amount drawn. The debt to be forgiven will be written down over the term of the loan, in ten equal annual installments (i.e. \$12,500 per year, based upon complete utilization of the \$500,000 loan amount). Upon an uncured default under the loan agreement, note, or other loan documents during the term of the loan, then the entire amount of the outstanding principal, including the remainder of debt that would have been forgiven, and all accrued interest, will be accelerated and due and payable upon demand by Lender

**18) Commitment Term:** Except as otherwise provided herein, this Commitment shall remain valid until ~~April 10, 2013~~ <sup>June 12, 2013</sup>. If the BCRLF Commitment has not been accepted by that date, then Lender has no obligation to fund the loan and may withdraw this Commitment in its sole discretion.

**19) Modifications and Amendments:** The Commitment in which the provisions hereof are incorporated supersedes any and all prior communications, agreements, offers, and statements, whether written or oral, made by Lender, or anyone acting per authorization on its behalf. No change in the provisions of the Commitment shall be binding unless in writing and executed in the name of the Lender by the fund manager (Catawba Regional Council of Governments) and a duly authorized officer of the Borrower.

**20) Termination of Commitment:** The validity of this Commitment is subject to the accuracy of all information, representations, and materials submitted with or in support of the application for the BCRLF loan. In addition to the foregoing, Lender reserves the right to cancel this Commitment and to terminate its obligations hereunder at any time before the loan closes without any further liability or obligation to the Borrower in any of the following events:

(a) Failure of the Borrower to comply within the time specified with any of the provisions or conditions applicable to this Commitment, (b) Non-payment within the prescribed time of any fees and expenses provided for in this Commitment, (c) Insufficiency of title as determined by the sole opinion of Lender or lack of approval or acceptance by Lender to any of the documentation delivered or to be delivered or executed hereunder, (d) Filing by or against

Borrower any petition in Bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee to make assignment for the benefit of the creditors, or (e) Any change subsequent to this Commitment deemed by Lender to be material or substantial in the assets, net worth or credit standing to Borrower, or the taking of judgment against the Borrower, which, in the sole discretion of Lender, could materially adversely affect the credit standing of the Borrower or the ability of Borrower to perform under this Commitment.

**21) Early Payoff:** With the exception of the interest-only period described in paragraph 5, this loan may be paid off in part or in its entirety at any time prior to the date of maturity. Borrower will incur an administrative charge of \$250 for early payoff.

**22) Compliance with Federal and DHEC Requirements:** Borrower shall comply with all DHEC requirements for use of the loan proceeds; the Voluntary Cleanup Contract 12-6105 NRP ("VCC") between DHEC and Borrower; any and all state or federal rules and regulations pertaining to cleanup of the subject property and receipt of state or federal funds. In addition, Borrower shall retain title to the Property until the VCC is completed and the loan is fully disbursed.

**23) Miscellaneous:** This Commitment and the loan made pursuant thereto are made solely for the benefit of the Borrower and are not to provide any benefit to anyone other than the Borrower, and this Commitment, or the terms thereof, are not to be displayed nor communicated by the Borrower to any unaffiliated third party, without prior written consent of Lender. This Commitment, once accepted, shall survive the loan closing and become binding together with all other loan documents.

**24) Loan Closing; Final Disbursement:** The loan shall be closed on or before ~~May 10, 2013~~ <sup>August 2, 2013</sup> ~~PS~~. All loan proceeds must be disbursed no later than twelve (12) months from the closing date.

**25) Other:** Borrower agrees to allow Lender and/or fund manager to place a sign on the property during the remediation process showing the project is being partially financed through a S.C. DHEC/U.S. EPA BCRLF Loan.

**26) Authorization to Publish:** Borrower will grant permission to DHEC, U.S. EPA, and Catawba Regional Council of Governments to publish, report, and publicize in a positive manner, information in conjunction with the loan herein referenced. Information shall not include any financial information regarding Florence County other than the loan amount, project costs, and general terms of the loan.

We are pleased to present this Commitment letter to Florence County and hope that you will find it acceptable. Please let me know if you have any questions or concerns.

For the fund and Lender,

*Randy Imier*

Randy Imier  
Executive Director  
Catawba Regional Council of Governments  
SC Brownfields Cleanup Revolving Loan Fund

cc: credit file  
Harold Shapiro, CRCOG  
Paul Dillingham, Spencer & Spencer

Robert Hodges, DHEC  
Robert Moody, CRCOG  
Amy Watts, CRCOG

**COMMITMENT ACCEPTANCE:**

The terms of this Commitment for financing as specified above are accepted.

Florence County, SC:

By:

*K & Rusty AS*

Date:

*7/10/13*

Its:

Witness:

By:

*Suzanne Skung*

Date:

*7/10/13*

Its:

EXHIBIT B

South Carolina Department of Health & Environmental Control  
PROMISSORY NOTE

\$500,000.00

August \_\_ 2013

1. **Promise to Pay.** FOR VALUE RECEIVED, FLORENCE COUNTY, SOUTH CAROLINA ("Borrower") promises to pay to the order of the SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, ("Lender"), without offset, in immediately available U.S. funds at the address set forth in the Loan Agreement or at such other place or places as Lender may designate, the principal sum of Five Hundred Thousand Dollars and no/100 (\$500,000.00) (or such lesser principal as shall have been advanced against this promissory note ) (this "Note"), together with interest thereon as provided in Section 5 as follows:

The principal balance of the Loan outstanding from time to time shall accrue interest at the per annum rate of One percent (1.00%) fixed. The principal will be disbursed to Borrower and used for the limited purposes pursuant to the terms and conditions set forth in the Loan Agreement.

An interest only period will continue for 12 (twelve) months from the date of closing of the Loan as provided in Section 2 of the Loan Agreement. During the interest-only period, interest will be accrued and payable quarterly based upon outstanding principal balances at the end of each calendar month. No principal may be repaid during the interest-only period. The principal of and interest on the Loan shall be paid in equal semi-annual payments consisting of principal plus accrued but unpaid interest, commencing upon the expiration of the twelve (12) month period as set forth above following the date of this Note, and thereafter on the same day each succeeding six (6) calendar months until final maturity. The amount of each such installment shall be that necessary to amortize the Loan principal on a level payment basis over a period of ten years and to pay all accrued but unpaid interest with each semi-annual payment (the "Payment Amount"). See Commitment Letter dated March 18, 2013, for more complete terms and repayment information, the terms and examples of which are incorporated herein by reference unless otherwise provided in the Loan Agreement or this instrument.

Notwithstanding the foregoing, in the event the maximum principal amount of the Loan is not disbursed within twelve (12) months of Closing, Lender and Borrower acknowledge and agree that the Payment Amount shall be adjusted as and when additional principal is borrowed such that the Payment Amount due and owing for the subsequent payments will be due and shall be equal to the amount necessary to amortize the then outstanding principal amount at the applicable interest rate over the remaining term of the original amortization period. Until the maximum amount of the Loan is advanced, Borrower and Lender acknowledge that it may be necessary for Lender to recalculate the Payment Amount several times. The Lender's calculations and determination of the Payment Amount shall be conclusive. To the extent that the terms of repayment of the Loan require level principal and interest payments, the Payment Amount and recalculations thereof, if any, shall amortize and reamortize accordingly.

The Loan may be prepaid in whole or in part without penalty at any time upon payment of an administrative charge of \$250.00. Partial prepayments shall be applied to principal installments in inverse order of their due dates. All payments shall be made in cash or immediately available funds at the Lender's servicing agent's (Catawba Regional Council of Governments) principal

office at 215 Hampton Street, P.O. Box 450, Rock Hill, SC 29731 or at such other place as the Lender may designate from time to time.

2. **Debt Forgiveness.** Up to 25% of this Loan will be forgiven, to a maximum of \$125,000, subject to U.S. EPA Brownfield Cleanup Revolving Loan Fund Guidelines, and provided that Borrower complies with all of the terms and conditions set forth in the Loan Documents. Based upon the entire project costs being funded and the entire \$500,000 loan amount utilized, debt forgiveness will equate to \$125,000. If the full loan amount is not drawn, the amount to be forgiven will be equal to 25% of the final loan amount drawn. The debt to be forgiven will be reduced over the term of the loan, in ten equal annual installments (i.e. \$12,500 per year based upon complete utilization of loan commitment). However, during the term portion of the Note, total principal and interest payment amount shall be based upon the total outstanding net total debt forgiveness. Borrower's indebtedness will not be reduced if Borrower is in default under any of the Loan Documents. Upon an uncured Event of Default under the Loan Agreement, this Note, Mortgage or other Loan Documents during the term of the loan, the entire amount of the outstanding principal, including the remainder of debt that would have been forgiven, and all accrued interest, will be accelerated and due and payable upon demand by Lender.

3. **Final Maturity.** The date of final maturity of this Note shall be ten years from the expiration of the twelve (12) month interest only period which shall begin upon closing of this loan as provided in Section 2 of the Loan Agreement. A final payment of all outstanding principal and interest due and owing shall become due and payable on this date.

4. **Loan Documents.** This Note is governed by that certain loan agreement (the "Loan Agreement"), dated August \_\_, 2013, between Lender and Borrower. The security for, security documents and other agreements executed in connection with this Note and the Loan Agreement are as follows:

Secured by various security instruments, including the following, as amended, modified, restated, or supplemented from time to time:

- A pledged assignment of revenues generated through Borrower's general fund and/or debt service fund and the full faith and credit of the Borrower sufficient to service the outstanding debt plus accrued interest and any other fees or charges; and
- A title-insured first mortgage and assignment of leases on a 10,412 square foot commercial building known as the former BC Moore Store located at 150 West Main Street, Timmonsville, SC and a 3,387 square foot commercial building known as the former Lake City Health Department building located at 124 Epps Street, Lake City, SC, described more particularly in the Mortgage given by Borrower in favor of Lender of even date with this Note.

This Note, the Loan Agreement, the above referenced security instruments and any other documents now or hereafter securing, guaranteeing or executed in connection with the loan (the "Loan") evidenced by this Note are, as the same have been or may be amended, restated, modified or supplemented from time to time, herein collectively the "Loan Documents."

5. **Interest Rate.** Subject to the further provisions of this Section, the principal evidenced by this Note shall bear interest at the fixed rate of one percent (1%) per annum (the "Stated Rate").

All computations of interest shall be based on a 365-day year and the actual number of days elapsed.

Upon the occurrence of any Event of Default (hereafter defined) which continues for more than 15 days, any principal of, and to the extent permitted by applicable law any interest on, this Note, and any other sums due and payable hereunder and under the Loan Documents, shall bear interest at a rate per annum (the "Default Rate") equal to the Stated Rate plus eight percent (8%).

In no event shall the Stated Rate or the Default Rate exceed the maximum interest rate permitted by law. If interest would otherwise be payable in excess of the maximum permitted by law, then ipso facto, this Note shall be reformed and the interest payable reduced to the maximum permitted by law.

6. **Late Charge.** In the event any payment of principal or interest is delinquent more than ten (10) days, the Borrower will pay to the Lender a late charge of five percent (5%) of the amount of the overdue payment. This provision for late charges shall not be deemed to extend the time for payment or be a "grace period" or "cure period" that gives the Borrower a right to cure a Default Condition. Imposition of late charges is not contingent upon the giving of any notice or lapse of any cure period provided for in the Loan Agreement.

7. **Certain Provisions Regarding Payments.** All payments made on this Note shall be applied to accrued but unpaid interest, unpaid principal, and any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its discretion. Remittances in payment of any part of the indebtedness shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by the holder hereof in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by the holder hereof of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default.

8. **Defaults.** The failure to comply with any term set forth in this Note shall be an Event of Default. In addition, the occurrence of any Event of Default as defined or set forth in the Loan Agreement, Voluntary Cleanup Contract or any other Loan Document shall constitute an "Event of Default" under this Note. Upon the occurrence of an Event of Default and its continuance beyond any applicable grace period, Lender shall have the rights to declare the principal balance of and accrued but unpaid interest on this Note at once due and payable (and upon such declaration, the same shall be at once due and payable), to foreclose any mortgage, liens and security interests securing payment hereof and to exercise any of its other rights, powers and remedies under this Note, under the Loan Agreement, Voluntary Cleanup Contract or any other Loan Document, or at law or in equity. In addition, upon any uncured event of default there shall be no further debt forgiveness as provided in the Loan Documents.

If Lender retains an attorney in connection with any Event of Default or at maturity or to collect, enforce or defend this Note or any other Loan Document in any lawsuit or in any probate, reorganization, bankruptcy or other proceeding, or if Borrower sues any holder in connection with this Note or the Loan Agreement, Voluntary Cleanup Contract or any other Loan Document and does not prevail, then Borrower agrees to pay to Lender, in addition to principal, interest and any other sums owing to Lender under the Loan Agreement, Voluntary Cleanup Contract or any other Loan Document, all reasonable costs and expenses so incurred by such holder, including reasonable attorney fees.



9. **Governing Law.** This Note, and its validity, enforcement and interpretation, shall be governed by South Carolina law (without regard to any conflict of laws principles) and applicable United States federal law.

10. **Incorporation by Reference.** The Loan Agreement is incorporated into this Note by reference as if set forth verbatim, and shall expressly be applicable to and govern this Note and the rights of all parties herein.

THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, Borrower has executed this Note under seal as of the day and year first above written.

**BORROWER:  
FLORENCE COUNTY,  
SOUTH CAROLINA**

\_\_\_\_\_  
By:  
Its:

**LENDER:  
SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL  
CONTROL**

\_\_\_\_\_  
By:  
Its:

EXHIBIT C

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Loan Agreement") is made and entered into to be effective as of the \_\_\_\_ day of August, 2013, by and between the SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ("Lender") and FLORENCE COUNTY, SOUTH CAROLINA ("Borrower").

WHEREAS, the Subject Property is not listed, or proposed for listing on the National Priorities List of U.S. Environmental Protection Agency (EPA); and

WHEREAS, the Lender has agreed to loan the Borrower funds necessary to finance the removal of environmental hazards located on the Subject Property in accordance with all provisions of the Brownfield Cleanup Revolving Loan Fund (BCRLF) Program, the terms and conditions of this Agreement, the terms and conditions of Voluntary Cleanup Contract #12-6105 NRP, and the applicable provisions of federal and state law, including regulations contained in 40 CFR Part 300 and 42 USC 9601 et seq., hereinafter referred to as the Project; and

WHEREAS, the Borrower is not responsible for the existing environmental hazards as a generator or transporter of the contamination pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA); and

WHEREAS, the Borrower is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Subject Property nor is the Borrower, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from receipt of these funds; and

NOW, THEREFORE, in consideration of Lender making a loan of \$500,000.00 (the "Principal Amount") to Borrower for the purposes set forth in Section 2.2, as evidenced by the Note (as defined below), Lender and Borrower enter into this Loan Agreement and agree as follows:

**1. Definitions.** For the purposes hereof:

1.1. "Closing Date" means the date of this Loan Agreement.

1.2. "Collateral" means all personal property and other interests securing the Loan as more particularly set forth in Section 5.

1.3. "Commitment" means Lender's commitment letter to Borrower dated March 18, 2013, the terms and conditions of which are incorporated herein by reference, but in the event of any conflict or discrepancy between the terms of this Loan Agreement and the Commitment, the more stringent language and terms shall control.

1.4. "Event of Default" shall have the meaning set forth in Section 6.

1.5. "GAAP" means generally accepted accounting principles, as in effect from time to time, consistently applied.

1.6. "Grace Period" shall have the meaning set forth in Section 7.1.

1.7. "Guarantor" is defined in Section 5.2.

1.8. "Guaranty" means the direct and unconditional guaranty of all guarantors of payment of all sums due under the Loan Documents and/or of performance of all Obligations of Borrower thereunder.

1.9. "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation & Liability Act, means (A) any substance designated pursuant to section 311 (b)(2)(A) of the Federal Water Pollution Control Act, (B) any element, compound, mixture, solution, or substance designated pursuant to section 102 of CERCLA, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by an Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act, and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.10. "Loan" means that certain loan as described in Section 2.

1.11. "Loan Documents" means this Loan Agreement, the Note, the Mortgage, assignments, consents, certificates and all other documents, instruments and agreements executed and/or delivered by Borrower in favor of Lender in connection with the Loan or the Collateral.

1.12. "Mortgage" means the mortgage and assignment of leases encumbering the Secured Property granted by Borrower in favor of Lender securing the obligations set forth in the Loan Documents.

1.13. "Note" means the promissory note of Borrower dated as of Closing Date in favor of Lender in the amount of the Loan as set forth above, as well as any promissory note or notes issued by Borrower in substitution, replacement, extension, amendment, or renewal of any such promissory note or notes.

1.14. "Obligations" means all obligations and liabilities of any nature owed to Lender, whether now or hereafter existing, arising out of, or related to the Loan Documents or any other financial transactions between Lender and Borrower, including all future obligations and advances.

1.15. "Obligors" means Borrower, all Guarantors, any additional parties executing any of the Loan Documents, and any other persons or entities that may be liable in whole or in part for any of the Obligations.

1.16. "Secured Property" means the 10,412 square foot commercial building known as the former BC Moore Store located at 150 West Main Street, Timmonsville, South Carolina and the 3,387 square foot commercial building known as the former Lake City Health Department building located at 124 Epps Street, Lake City, South Carolina. See Exhibit D.

1.17. "Subject Property" means the Lake City Wastewater site and Church Street Manned Convenience Center site located in Lake City, Florence County, South Carolina.

1.18. "Servicing Agent" means Lender's fund manager for servicing the Loan, currently designated as Catawba Regional Council of Governments or its designee, Catawba Regional Development Corporation, or such replacement or successor Servicing Agent as the Lender may select and designate from time to time in its sole discretion by written notice to Borrower.

## **2. The Loan and Advances.**

2.1. Loan. Lender hereby agrees to make the Loan to Borrower for the Principal Amount. The obligation to repay the Loan is evidenced by the Note dated as of Closing Date and having a maturity date, repayment terms, and interest rate as set forth in the Note.

2.2. Purpose. The purpose of the Loan is solely as follows: The Loan proceeds shall be used for, and only for, clean-up of the Lake City Wastewater site and the Church Street Manned Convenience Center site pursuant to the Voluntary Cleanup Contract 12-6105-NRP (\$500,000.00) and the Loan Documents. The removal of hazardous substances will be conducted in accordance with the guidelines and regulations of the BCRLF Program and the applicable provisions of federal and state law, including regulations contained in 40 CFR Part 300 and 42 USCA 9601 et seq. Borrower agrees that no portion of the Loan will be used for any other business, governmental, personal, family, or household use. Borrower covenants that such cleanup at the Lake City Wastewater site and the Church Street Manned Convenience Center site pursuant to the Voluntary Cleanup Contract 12-6105-NRP shall be fully completed and all related governmental regulations and requirements shall be fulfilled.

2.3. Advances. Lender shall disburse the proceeds of the Loan to Borrower as follows: The Lender shall fund the Loan in its sole discretion (i) upon the execution of all Loan and Security Documents by the Lender and Borrower; and (ii) the recordation and perfection of its secured interest in the Collateral granted under the Loan. The Borrower will, as a condition of the Loan provide for the timely recordation and delivery of all documents necessary to secure the interests of the Lender. The Loan shall be funded in accordance with such procedures and requirements as may be set forth in the Loan Documents or as the Lender may establish in its sole discretion for Closing. Funding shall not occur until all closing documents have been recorded and returned to Lender, Lender has received a satisfactory title policy, its attorney fees have been paid, and Lender has approved all eligible costs for the project. In no event shall Lender be obligated to advance any sum to Borrower so long as any Event of Default has occurred and is continuing. In the event that the Loan proceeds are not fully disbursed within twelve (12) months following the date of closing of this Loan, the Lender shall not be obligated to fund any additional amounts under the Loan.

Advances shall be made in increments of at least \$50,000, and any disbursement shall be subject to approval of submitted project costs by Lender and, if applicable, the U.S. Environmental Protection Agency. All disbursement requests must be made in writing in a form acceptable to Lender. The advances shall not exceed 100% of the cost of the materials and labor expended towards the work described in the request for payment form. Lender reserves the right to inspect the Lake City Wastewater site and the Church Street Manned Convenience Center site from time to time to insure that performance of the environmental work is satisfactory to Lender, in

accordance with the submitted project costs and cleanup plan, and to ensure that the loan has not been over-advanced.

**3. Representations and Warranties.** To induce Lender to make the Loan, Borrower makes the following representations and warranties, which shall survive the execution and delivery of the Note and other Loan Documents:

3.1. Good Standing. Borrower is a body politic, is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized and has the power and authority to own its property and to carry on its business in each jurisdiction in which Borrower does business.

3.2. Authority and Compliance. Borrower has full power and authority to execute and deliver the Loan Documents and to incur and perform the Obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower. No consent or approval of any other public authority or third party is required as a condition to the validity of any of the Loan Documents, and Borrower is in compliance with all laws and regulatory requirements to which it is subject.

3.3. Binding Agreement. This Loan Agreement and the other Loan Documents executed by Borrower constitute valid and legally binding obligations of Borrower, enforceable in accordance with their terms.

3.4. Litigation. There is no proceeding affecting the Borrower's ability to repay the loan, the Secured Property or Borrower's clean-up of Subject Property, pending or, to the knowledge of Borrower, threatened before any court or governmental authority, agency, or arbitration authority, except as disclosed to Lender in writing and acknowledged by Lender prior to the date of this Loan Agreement.

3.5. No Conflicting Agreements. There is no charter, bylaw, stock provision, partnership agreement, or other document pertaining to the organization, power, or authority of Borrower and no provision of any existing agreement, mortgage, deed of trust, indenture, or contract binding on Borrower or affecting the Secured Property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Loan Agreement and the other Loan Documents.

3.6. Collateral. Borrower has authority to: (i) pledge, mortgage and encumber the Secured Property by execution of the Mortgage and (ii) pledge revenues generated through the Borrower's general fund and/or debt service fund and the full faith and credit of the Borrower as described more particularly in Exhibit A attached hereto. Borrower has good title to the Secured Property free and clear of all judgments, liens and encumbrances, except those granted to Lender and as disclosed to Lender in writing prior to the date of this Loan Agreement.

3.7. Solvency. (i) Borrower is solvent; (ii) the pledge of the Collateral, if any, as contemplated herein to Lender will not render Borrower insolvent; (iii) Borrower has made adequate provision for the payment of all of its creditors other than Lender; and (iv) neither Borrower nor Guarantor, if any, have entered into this transaction to provide preferential treatment to Lender or any other creditor of Borrower or any Guarantor in anticipation of seeking relief under the Bankruptcy Code.

3.8. ERISA. No employee benefit plan established or maintained, or to which contributions have been made, by Borrower which is subject to Part 3 of Subtitle 13 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), had an "accumulated funding deficiency" (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such plan ended prior to the date hereof, or would have had such an accumulated funding deficiency on such day if such year were the first year of such plan to which such Part 3 applied; and no material liability to the Pension Benefit Guaranty Corporation has been incurred with respect to any such plan by Borrower.

Each such employee benefit plan complies and will comply fully with all applicable requirements of ERISA and of the Internal Revenue Code of 1986 as amended ("Code") and with all applicable rulings and regulations issued under the provisions of ERISA and the Code. This Loan Agreement and the consummation of the transactions contemplated herein will not involve any prohibited transaction within the scope of ERISA or Section 4975 of the Code.

3.9 Environmental Condition of Subject Property. Borrower is not responsible and is not subject to any penalties for the existing environmental hazards of the Subject Property as a generator or transporter of the contamination pursuant to CERCLA.

#### **4. Covenants of Borrower.**

4.1. Affirmative Covenants. During the term of this Loan Agreement, Borrower will:

(a) Continuation of Preclosing Conditions, Representations, and Warranties. Agree that all conditions precedent to the making of the Loan shall remain satisfied at all times during the term of the Loan, and that all representations and warranties made by Borrower in the Loan Documents shall be deemed to be made at all times during the term of this Loan Agreement.

(b) Financial Statements. Borrower will place Lender on its recipient list of Borrower's annual audit and otherwise ensure that Lender receives audited financial statements within 120 days of each fiscal year end.

(c) Regulations: The Borrower shall carry out the Project in accordance with the applicable provisions of the laws, rules and regulations set forth on Exhibit C, CERCLA in (42 USC 9601 et seq.); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); Cooperative Agreements for Superfund Response Actions (40 CFR Part 35, Subpart O); the NCP (40 CFR Part 300); the Office of Management and Budget Act (OMB) Circular A-87; and the Davis-Bacon Act of 1931 (CERCLA 104(g)(1)) and all other applicable provisions of federal, state or local law.

(d) Access to Financial Information. Permit any representative or agent of Lender or the EPA to examine and audit any or all of Borrower's books and records, wherever located, upon request by Lender.

(e) Notification of Environmental Claims. Immediately advise Lender in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Substances affecting Borrower's business operations; and (ii) all claims made or threatened by any third party against Borrower relating to damages, contributions, cost recovery, compensation, loss, or injury resulting from any Hazardous

Substances. Borrower shall immediately notify Lender of any remedial action taken by Borrower with respect to Borrower's business operations.

(f) Record Retention. The Borrower shall properly document all uses of the Loan proceeds. The Borrower agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures; not destroy such records except upon written approval from Lender and EPA, which shall not unreasonably be withheld; and to retain all of its records and supporting documentation applicable to the Project for a period of three (3) years following submittal of the final Status Report for the RLF cooperative agreement, except as follows:

i. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

ii. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Lender, EPA or their representatives.

(g) Use of Proceeds. Use the proceeds of the Loan only for the purpose or purposes represented to Lender in Section 2.2. The cleanup of the Subject Property will protect human health and the environment.

4.2. Negative Covenants. During the term of this Loan Agreement, Borrower will not, without prior written consent of Lender:

(a) Assign, mortgage, pledge, encumber, or grant any security interest in or transfer any of Borrower's assets that have been pledged as Collateral, whether now owned or hereafter acquired.

(b) Permit any prohibited Hazardous Substances to be illegally stored or maintained on any real property owned by Borrower.

## **5. Security for Loan.**

5.1. Collateral. As security for the Loan, Borrower agrees to execute and deliver appropriate documentation of Borrower's pledge of funds in the Collateral described in Exhibit A attached hereto and Borrower's title-insured first mortgage of the Secured Property in a form satisfactory to Lender.

5.2. Guaranties. This Loan will have no guarantees.

## **6. Events of Default.**

The occurrence of any of the following shall constitute an event of default ("Event of Default"):

6.1. Payment. Any payment of principal, interest, or other sum owed to Lender under the Loan Documents or otherwise due from Borrower to Lender is not made when due.

6.2. Default / Cross-Defaults. Any provision or covenant of this Loan Agreement or the Loan Documents is breached, or any warranty, representation, or statement made or furnished to Lender by Borrower in connection with the Loan and the Loan Documents (including any warranty, representation, or statement in Borrower's or any Guarantor's financial statements) or to induce Lender to make the Loan, is untrue or misleading in any material respect. These defaults include

but are not limited to defaults of this Loan Agreement and the Note or Voluntary Cleanup Contract. In addition, Borrower's breach of any note, bond or other indebtedness to any other lender or creditor shall be a default of this Loan Agreement, unless otherwise waived in writing by Lender.

6.3. Insecurity. Lender reasonably deems itself insecure, as a result of a material change in the pledge of funds in the Collateral and believes in good faith that its prospects for payment of the Loan have been impaired.

## **7. Lender's Remedies and Grace Period.**

7.1. Acceleration/Grace Period. Upon the occurrence of an Event of Default which continues beyond the applicable Grace Period, Lender shall have the option to declare the entire unpaid principal amount of the Loan, accrued interest, and all other Obligations immediately due and payable. Prior to exercising any right to accelerate, Lender will provide written notice to Borrower of the Event of Default and Borrower will have ten (10) days to cure in the case of a default (the "Grace Period(s)"), such Grace Periods to commence on the date that notice is sent to Borrower by Lender.

7.2. Remedies. Upon the occurrence of an Event of Default which continues beyond the applicable Grace Period, Lender shall be entitled to pursue all Rights (hereafter defined) available under each of the Loan Documents, as well as all Rights and remedies available at law or in equity. Without in any way limiting the generality of the foregoing, Lender shall also have the following non-exclusive Rights:

(a) Immediate Possession of Collateral. To take immediate possession of all Collateral, whether now owned or hereafter acquired, without notice, demand, presentment, or resort to legal process.

(b) Cure. To cure any Event of Default in such manner as deemed appropriate by Lender.

(c) Foreclosure. To foreclose on the Secured Property pursuant to the terms of the Mortgage or other Loan Documents, or at law or in equity.

7.3. Proceeds. The proceeds from any disposition of the Collateral for the Loan shall be used to satisfy the following items in the order they are listed:

(a) The expenses of taking, removing, storing, repairing, holding, and selling the Collateral and otherwise enforcing the Rights of Lender, including any legal costs and attorneys' fees.

(b) The expense of liquidating or satisfying any liens, security interests, or encumbrances on the Collateral which may be prior to the security interest of Lender that Lender, at its option, elects to satisfy.

(c) Any unpaid fees, accrued interest, and other sums due Lender with respect to Loan Documents, and then the unpaid principal amount of the Loan.

(d) Any other Obligations.



7.4. Resort to Obligors. Lender may, at its option, pursue any and all Rights and remedies directly against Borrower, any Guarantor, or any other Obligor without resort to any Collateral.

7.5. Deficiency. To the extent the proceeds realized from the disposition of the Collateral shall fail to satisfy any of the foregoing items, Borrower and all other Obligors shall remain liable to pay any deficiency to Lender.

7.6. Advances/Reimbursements. All amounts advanced by Lender under the Loan Documents, or due Lender as a result of expenditures made by Lender or losses suffered by Lender, shall bear interest at the rate applicable to past due principal as specified in the Note from the date demanded until paid in full. Unless otherwise specified in the Loan Documents, such advances and other sums, together with accrued interest, shall be due and payable on demand.

## **8. Miscellaneous.**

8.1. Notice. All notices, demands, approvals, requests and other communications of any nature under the Loan Documents shall be in writing, and shall be mailed to the address of each party as set forth below (or as set forth in any other Loan Document), said mailing to be by overnight delivery to the Street Address or certified United States government mail to the Mailing Address, with notice in each case to be effective when sent. Either party must provide written direction to the other in order to change the address to which said notice shall be sent.

### **Lender:**

South Carolina Department of Health and Environmental Control  
Mailing Address:  
Catawba Regional Council of Governments  
Fund Manager for Brownfields Cleanup Revolving Loan Fund  
215 Hampton Street  
P.O. Box 450  
Rock Hill, SC 29731

### **Borrower:**

Florence County  
180 N. Irby Street, MSC-G  
Florence, SC 29501  
Attn: K. G. Rusty Smith, Jr.

8.2. No Election or Waiver. All of the rights, remedies, powers, and privileges (individually, a "Right" and together, "Rights") of Lender provided for in the Loan Documents are cumulative of each other and of any and all other Rights at law or in equity. The resort to any Right shall not prevent the concurrent or subsequent employment of any other appropriate Right. No single or partial exercise of any Right shall exhaust it, or preclude any other or further exercise thereof, and every Right may be exercised at any time. No failure by Lender to exercise, nor delay in exercising any Right, including the Right to accelerate the maturity of the Note, shall be construed as a waiver of any Event of Default or as a waiver of any Right. Without limiting the generality of the foregoing provisions, the acceptance by Lender of any payment under this Note which is past due or which is less than the payment in full of all amounts due and payable at the time of such payment, shall not (i) constitute a waiver of or impair or extinguish the Right of Lender to

accelerate the maturity of the Note or to exercise any other Right at the time or at any subsequent time, or nullify any prior exercise of any such Right, or (ii) constitute a waiver of the requirement of punctual payment and performance or a novation in any respect.

8.3. Evidence of Action/Standard of Conduct. No consent, approval, election or other Lender action of any nature, or modification or waiver of any provision of any Loan Document or consent to any departure by any Obligor from any Loan Document shall in any event be effective unless the same shall be in writing signed by an authorized representative of Lender, and such action shall be effective only in the specific instance and for the particular purpose for which given. In addition, unless expressly provided to the contrary in the Loan Documents, Lender shall be entitled to take any action or refrain from action of any nature, in whole or in part, under the Loan Documents in Lender's sole and absolute discretion for any reason or no reason whatsoever.

8.4. Benefit. The Loan Documents shall be binding upon and shall inure to the benefit of Borrower and Lender and are not to provide any benefit to anyone other than Borrower and Lender.

8.5. Governing Law and Jurisdiction. The Loan Documents, unless otherwise specifically provided therein, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. Obligors, and all general partners of any Obligor that is a partnership, hereby submit to the jurisdiction of the state and federal courts located in that state and agree that Lender may, at its option, enforce its Rights under the Loan Documents in such courts or in any other jurisdiction in which Lender is located or in which any Obligor or any Collateral may be located.

8.6. Assignment. Borrower may not assign or otherwise convey interests in the Loan Documents, in whole or in part, to any other person or entity.

8.7 Indemnification. To the extent allowed by law, Borrower shall indemnify, defend, and hold Lender, its employees, agents (including but not limited to the Servicing Agent), officers, attorneys, and successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees and litigation expenses) arising out of or related directly or indirectly to the Loan Documents or any transaction described therein, including any violation of any law related to Hazardous Substances and any and all matters arising out of any act, omission, event, or circumstance (including without limitation the presence on, generation at, disposal of, or release from the Collateral of any hazardous substance or waste), regardless of whether the act, omission, event, or circumstance constituted a violation of any law related to Hazardous Substances at the time of its existence or occurrence, including Hazardous Substances located on or about any real property owned by any Obligor or for which any Obligor may otherwise be responsible. Borrower's Obligations under this Section shall survive the repayment of the Loan and satisfaction of all Loan Documents.

8.8. Severability. Invalidity of any one or more of the terms, conditions, or provisions of this Loan Agreement shall in no way affect the balance hereof, which shall remain in full force and effect.

8.9. Construction. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine. All references in any Loan Document to Articles, Sections, or Exhibits shall mean

the Articles, Sections, and Exhibits of the respective Loan Document unless otherwise specified. The terms "herein," "herein below," "hereunder," and similar terms are references to the particular Loan Document in its entirety and not merely the particular Article, Section, or Exhibit in which any such term appears. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Loan Document nor the intent of any provision thereof. All references to any Loan Document shall include all amendments, extensions, renewals, restatements, and replacements of the same. The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to" and "Property", "Collateral", and "Premises" shall be construed as if followed by the phrase "or any part thereon". All actions authorized under any Loan Document may be exercised on multiple occasions unless expressly provided to the contrary. No inference in favor of any party shall be drawn from the fact that such party has drafted any portion of the Loan Document. In the event of any inconsistency between the terms of the Loan Agreement and any other Loan Document, the terms of the Loan Agreement shall control, provided that any provision of any Loan Document, other than the Loan Agreement, which imposes additional Obligations upon Obligor or provides additional Rights or remedies to Lender shall be deemed to be supplemental to, and not inconsistent with, the Loan Agreement.

8.10. Execution in Counterparts. All Loan Documents may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of the Loan Document, it shall not be necessary to produce or account for more than one such counterpart.

8.11 Examinations/Communications. Lender's examinations, inspections, or receipt of information pertaining to the matters set forth in the Loan Documents shall not in any way be deemed to reduce the full scope and protection of the Loan Documents or the Obligations of any Obligor related to the Loan Documents. All Obligors agree that Lender shall have no duty or obligation of any nature to (i) make any investigation, inspection, or review regarding any Obligor or any Collateral at any time, with any such investigation that is undertaken being solely for the benefit of Lender; or (ii) communicate in any manner with any Obligor, irrespective of the fact that Lender's information, or lack thereof, could be material to Obligors' actions with respect to the Obligations.

8.12. No Third Party Beneficiaries. The Loan Documents are entered into for the sole benefit of Lender and no third party shall be deemed to have any privity of contract nor any right to rely on any Loan Document to any extent or for any purpose whatsoever, nor shall any other person have any right of action of any kind hereof or be deemed to be a party beneficiary.

8.13. No Participation. Nothing, in the Loan Documents, and no action or inaction whatsoever on the part of Lender through the date hereof, shall be deemed to make Lender a partner or joint venturer with any Obligor. Obligor, and Borrower indemnifies and holds Lender harmless from and against any and all claims, losses, causes of action, expenses (including attorneys' fees), and damages arising from the relationship between Lender and any Obligor being construed as or related to be anything other than that of lender and borrower. This provision shall survive the termination of all Loan Documents.

8.14. Notice of Conduct. Obligors agree to give Lender written notice of any action or inaction by Lender or any agent or attorney of Lender in connection with the Loan Documents or the Obligations of any party under the Loan Documents that may be actionable against Lender or any agent or attorney of Lender or a defense to payment of any Obligation of any Obligor under the Loan Documents, including commission of a tort or violation of any contractual duty implied by

law. Obligors agree that unless such notice is given promptly (in any event within thirty (30) days after such party has knowledge, or with the exercise of reasonable diligence should have had knowledge) of such action or inaction, Obligors shall not assert, and said party shall be deemed to have waived, any claim or defense arising therefrom if Lender (i) could have mitigated such claim or defense after receipt of such notice or (ii) has otherwise undertaken discretionary action under the Loan Documents without such notice having been given. Upon request of Lender, Obligors shall also confirm in writing the status of the Loan, all amounts owed to Lender, and provide other information reasonably requested by Lender.

8.15. Limitation of Damages. Obligors and Lender mutually agree that no party shall be liable to the other for damages arising from any breach of contract, tort, or other wrongful conduct in connection with the negotiation, documentation, administration, or collection of the Loan other than the actual direct loss suffered by said party.

8.16. Costs, Expenses, and Attorneys' Fees. Borrower shall pay immediately upon demand the full amount of all out-of-pocket costs and expenses, including reasonable attorneys' fees, costs of experts and all other expenses, incurred by Lender in connection with (a) the negotiation, preparation, modification, renewal, restatement, and replacement of this Loan Agreement and each of the other Loan Documents; (b) the administration of the Loan, including the costs of additional appraisals, environmental studies, title insurance, survey updates, and legal reviews; (c) the perfection, preservation, protection, and continuation of the liens and security interest granted Lender in the Collateral and the custody, preservation, protection, repair, and operation of any of the Collateral; (d) the pursuit by Lender of its Rights and remedies under the Loan Documents and applicable law; and (e) defending any counterclaim, cross-claim, or other action, or participating in any bankruptcy proceeding, mediation, arbitration, litigation, or dispute resolution of any other nature involving Lender, any Obligor, or any Collateral, except to the extent Lender has been adjudicated to have engaged in wrongful conduct.

8.17. Future Advances. All Loan Documents which grant a lien or security interest to Lender secure not only the Principal Amount, but also all future obligations and future advances to the fullest extent permitted by applicable law, whether such advances are obligatory, are made at the option of Lender, or otherwise, to the same extent as if such future obligations were incurred or future advances were made on the date of this Loan Agreement.

8.18. Further Assurances. At any time after the closing of any transactions contemplated by the Loan Documents, all Obligors, at the request of Lender, shall execute and deliver such further documents and agreements and take such further actions as Lender deems necessary or appropriate to permit each transaction contemplated by the Loan Documents to be consummated in accordance with the provisions thereof and to perfect, preserve, protect, and continue all liens, security interests, and Rights of Lender under the Loan Documents. Borrower further agrees to take reasonable governmental action necessary to confirm the pledge of Collateral. Borrower herein irrevocably with full power of substitution constitutes and appoints Lender as their attorney-in-fact, such appointment being coupled with the right to enforce Lender's Rights with respect to the above further assurances.

8.19. Incorporation by Reference. This Loan Agreement is incorporated by reference into various Loan Documents, and Section 8 shall govern each and every Loan Document. In executing any Loan Document, the signatories thereto other than Lender expressly agree to be bound by all provisions of this Loan Agreement pertaining to Obligors.

8.20. Time of the Essence. Time is of the essence to all Loan Documents.

**9. Additional Provisions.**

Riders attached hereto as Exhibits A, B, C and D, which have been initialed by Borrower and Lender, constitute material terms of this Loan Agreement and are hereby incorporated into this Loan Agreement as is set forth verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement under seal as of the date first above written.

WITNESSES:

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

WITNESSES:

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

BORROWER:

**FLORENCE COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LENDER:

**SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL  
CONTROL**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LOAN AGREEMENT EXHIBIT A  
COLLATERAL AND OTHER LIENS**

**1. Collateral.**

(a) A pledged assignment of revenues generated through Borrower's general fund and/or debt service fund and the full faith and credit of the Borrower sufficient to service the outstanding debt plus accrued interest and any other fees or charges; and

(b) Mortgage of the Secured Property in a form acceptable to Lender.

Unless otherwise provided herein, all terms shall have the meanings generally attributed to such terms under Article 9 of the Uniform Commercial Code as adopted by the State of South Carolina. Borrower represents and warrants that it is the absolute owner of the above Collateral once deposited and approved by governmental entities and that the Collateral is owned free and clear of all liens, encumbrances, and security interests of any kind except those granted to Lender and those previously disclosed to Lender.

**2. Other Liens.**

(a) Prior Liens.

None

(b) Permitted Liens. Any liens or security interests in favor of the Lender; or arising by operation of law to secure taxes, assessments or other amounts owed any governmental authority not yet due and payable; or given as purchase money security interest in the property whose lease or purchase is not prohibited under any of the Loan Documents.

## LOAN AGREEMENT EXHIBIT B

### GUARANTORS

All indebtedness under the Loan shall be jointly, severally, and unconditionally guaranteed by the following (collectively, "Guarantor").

NONE

DRAFT

**COMPLIANCE REQUIREMENTS  
EXHIBIT C**

**1. Economic and Miscellaneous Authorities.**

- (a) Debarment and Suspension, Executive Order 12549
- (b) Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- (c) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- (d) Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended

**2. Social Policy Authorities.**

- (a) Age Discrimination Act of 1975, Pub. L. 94-135
- (b) Anti-Lobbying Provisions (40 CFR Part 30)
- (c) Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- (d) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333) and the Anti-Kickback Acts, as amended (40 U.S.C. 276c), (18 U.S.C. 874)
- (e) The Davis-Bacon Act of 1931, as amended
- (f) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- (g) Equal Employment Opportunity, Executive Order 11246
- (h) Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- (i) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- (j) Women's and Minority Business Enterprise, Executive Order 11625, 12138 and 12432

**3. General Requirements**

- (a) Borrower must modify the cleanup plan if necessary based upon public comment, new information or Lender requirements.
- (b) Lender and its agents may have access to the site without the site owner's permission.
- (c) Borrower must obtain written approval from Lender on the final remedial design documents and closeout report for inclusion in the quarterly report submitted to the EPA.
- (d) Borrower and Lender recognize and agree that the ultimate goal is to ensure that the cleanup is protective of human health and the environment, provided however, Borrower does retain the authority to make decisions in the field regarding cleanup consistent with approved cleanup levels and through consultation with Lender.



## Exhibit D

### Legal Description of Secured Property

All that certain piece, parcel or lot of land situate, lying and being in the Town of Timmons ville, County of Florence, State of South Carolina, said lot beginning at a point on the southerly side of Main Street 85.8 feet east of the corner of Main and Keith Streets, thence running along Main Street in an easterly direction 79.2 feet to a point, thence running in a southerly direction 271 feet to a point, thence running in a westerly direction 165 feet to a point on the easterly side of Keith Street, thence running in a northerly direction 121 feet to a point, thence running in an easterly direction 84.8 feet to a point, thence running in a northerly direction 150 feet to the point of beginning; being bounded in the north by Main Street, on the east by property of B.C. Moore, on the South by lot now or formerly of W.H. Rogers and on the West by Keith Street and by lot of J.B. Aiken, et. al.

TMS#70013-01-002

ALSO:

All that certain piece, parcel or lot of land situated in the Town of Timmons ville, County of Florence, State of South Carolina, at the Southeast corner of Main Street and Keith Street, and said lot measures eighty-five and eight tenths (85.8) feet front on Main Street and one hundred fifty (150) feet in depth and measures across its back or Southern line eighty-four and eight tenths (84.4) feet and said lot is bounded in the North by Main Street; on the East by a brick building formerly of Young and Patterson, now owned by Cleo Young on the South by other property of Cleo Young and on the West by Keith Street. This being known as the old John McSween Home Site, all of which appears on plat made by Ervin Engineering Company on October 23, 1953.

TMS#70013-01-005

These being the same properties conveyed to Dean Strickland, Jr. and Billy A. Small by deed of K. Joyce Booth recorded in the Office of the Clerk of Court for Florence County on July 16, 2003, in Deed Book A-759 at Page 1351, also being the same property conveyed to Billy A. Small by deed of Dean Strickland, Jr. recorded in the Office of the Clerk of Court for Florence County on July 17, 2008 in Deed Book B197 at Page 0913.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Timmons ville, County of Florence, State of South Carolina, of irregular shape, being more particularly described and bounded as follows: Beginning at a point on the South side of Main Street approximately 165 feet East of Keith Street, the same being the northwest corner of brick store building, thence in a southerly direction along the west outside wall of said brick store building, following the outside of projections thereof, to the southwest corner of said building, thence in a straight line parallel with Keith Street to a point approximately 271 feet from Main Street, whereon it is bounded by Lot now or formerly of M.H. Purvis; thence in a westerly direction along the southern boundary of Lot now or formerly M.H. Purvis, 84 feet, more or less, to the corner with lot now or formerly of W.H. Rogers whereon it is bounded by Lot now or formerly of M.H. Purvis, thence in a southerly direction along the eastern boundary of Lot now or formerly of W.H. Rogers 167 ½ feet, more or less, to a point on Market Street, whereon it is bounded by

Lot now or formerly of W.H. Rogers thence in an easterly direction along the northern margin of Market Street 129 feet, more or less, to the intersection of Market and Orange Streets, whereon it bounded by said Market Street; thence in a northerly direction along the western margin of Orange Street 420 feet, more or less, to the intersection of Orange and Main Streets, whereon it is bounded by said Orange Street; thence in a westerly direction along the southern margin of Main Street 45 feet, more or less, to the point of beginning, whereon it is bounded by said Main Street. Reference being had to a Plat prepared for Timmons ville Auction & Antique Mall by Lind, Hicks & Assoc. Surveyors, Inc., dated June 27, 2003, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 86 at Page 394. Reference Being had to the above mentioned map for a more complete and accurate description.

TMS#70013-01-001

This being the same properties conveyed to Dean Strickland, Jr. and Bill A. Small by deed of Jimmy Love d/b/a Love Enterprises recorded August 22, 2000, in the Office of the Clerk of Court for Florence County on July 16, 2003, in Deed Book A-603 at Page 2440, also being the same property conveyed to Billy A. Small by deed of Dean Strickland, Jr. recorded in the Office of the Clerk of Court for Florence County on July 17, 2008 in Deed Book B197 at Page 0913.

TMS#80016-06-005

All that certain piece, parcel or tract of land situate in the City of Lake City, Florence County, South Carolina, containing 1.96 acres, being located generally on the South side of Dansing Street and being more particularly shown and delineated on a Map or Plat prepared by David A. Nesbitt, R.L.S. No. 7623, on June 5, 2001, and recorded in Plat Book 77, Page 430, in the office of the Clerk of Court for Florence County, South Carolina, to which reference is hereby directed. This property is bounded as follows: On the North by Dansing Street; on the East by other lands of Grantor; on the South by other lands of Grantor; and on the West by Acline Avenue.

The property being conveyed is a portion of that certain tract of land conveyed to the Grantor by Deed of Heyward L. King, Jr. and W. Henry Johnson, Jr. d/b/a K & J Investment Company, a South Carolina General Partnership, and K.J. Investment Co., L.L.C. dated August 30, 1996, and recorded in Deed Book A-44, Page 1643, in the office of the Clerk of Court for Florence County, South Carolina.

EXHIBIT D

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

SOUTH CAROLINA

MORTGAGE, ASSIGNMENT OF LEASE

and

SECURITY AGREEMENT

THIS MORTGAGE is made as of the — day of August, 2013, from Florence County, South Carolina ("Mortgagor"), to the South Carolina Department of Health and Environmental Control ("Mortgagee").

MORTGAGOR, in consideration of the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocably grants and conveys to Mortgagee and Mortgagee's successors and assigns, the real property located in the County of Florence, State of South Carolina, more particularly described in the attached Exhibit A, which is incorporated herein by reference, together with all the buildings, improvements, appurtenances, easements, and privileges thereunto belonging, whether now existing or hereafter constructed, including all plumbing, heating, lighting, and air conditioning fixtures now or hereafter attached to or used in connection therewith, and all rents, issues, and profits which may arise or be had therefrom; and all fixtures located on or used in connection therewith (all of which shall be referred to herein as the "Property"). With respect to all of such fixtures, Mortgagor hereby grants and assigns to Mortgagee a security interest pursuant to Section 36-9-101, et seq., Code of Laws of South Carolina, 1976, as amended.

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns, forever.

And Mortgagor does hereby bind Mortgagor's heirs, successors, assigns, and executors, administrators, to procure or to execute any further necessary assurances of title to the said Property, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Property unto the said Mortgagee, Mortgagee's successors and assigns, from and against Mortgagor and Mortgagor's heirs, successors, executors, assigns, and

administrators and all persons lawfully claiming or to claim the same or any part thereof.

TO SECURE to Mortgagee the following: (a) the repayment of the indebtedness evidenced by a certain promissory note made by Florence County, South Carolina (hereafter referred to as "Borrower" or "Mortgagor") of even date ("Note"), in the sum of \$500,000.00, with principal and interest payable as provided in said Note plus accrued interest then due, together with all renewals, modifications, and extensions of said indebtedness; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage together with interest and charges thereon; (c) the performance of the covenants and agreements herein contained; (d) the repayment of any future advances made by Mortgagee pursuant to repayment of any future advances made by Mortgagee pursuant to Paragraph 30 hereof ("Future Advances"), together with interest thereon; (e) the performance of the covenants and agreements of the Loan Agreement and Loan Commitment Letter dated March 18, 2013, ("Loan Agreement") by and between Mortgagor and Mortgagee. All of the above indebtedness, promises and obligations of Mortgagor shall be hereinafter referred to collectively as the "indebtedness" or "Indebtedness".

Mortgagor agrees as follows:

1. WARRANTIES. Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized of fee simple title to the Property and warrants that Mortgagor has the absolute right to grant and convey the Property in fee simple without the joinder or consent of any other person, partnership, corporation or legal entity whatsoever; that title to the Property is marketable and unencumbered except for the current year's taxes; and that Mortgagor will warrant and defend generally the title to the property against the lawful claims and demands of all persons unto the Mortgagee, Mortgagee's successors and assigns, forever.

2. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagor shall promptly pay or cause to be paid when due all principal and interest due on the indebtedness evidenced by the Note, including any prepayment and late charges provided in the Note, and the principal and interest due on any other obligations secured by this mortgage. Mortgagor shall also pay, perform or cause to be paid or performed when due any other Indebtedness secured by a lien on the Property or on any part of it.

3. TAXES, INSURANCE AND OTHER CHARGES. Mortgagor shall pay or cause to be paid all taxes, assessments, insurance premiums, ground rents and other charges, fines and impositions attributable

to the Property by making payments, when due, directly to the person entitled to collect such payments. Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this Paragraph and receipts evidencing the timely payment of all such amounts.

At Mortgagee's request, Mortgagor shall pay or cause to be paid to Mortgagee monthly in addition to other payments due under the Note and until the Note is paid in full, a sum ( the "Funds") equal to one-twelfth of any yearly taxes, assessments, ground rents and other charges attributable to the Property, plus one-twelfth of the yearly premiums for all insurance policies required hereunder. Mortgagee shall reasonably calculate, in its sole discretion, the amount of Funds required pursuant to this Paragraph.

If applicable, so long as there is no default hereunder, Mortgagee shall apply the funds to pay such taxes, assessments, charges, insurance premiums and ground rents. Mortgagee shall not be required to pay any interest or earnings on the Funds; and the Funds are hereby pledged as additional security for the Indebtedness. This instrument shall be considered a security agreement granting Mortgagee a security interest in the Funds.

If applicable, if the Funds held by Mortgagee exceed the amount required to pay said taxes, assessments, insurance premiums, ground rents and other charges as they fall due, and if there is no default under this Mortgage and the Note, the excess shall be promptly refunded or credited against the sums secured hereby, but if such funds are not sufficient to pay taxes, assessments, insurance premiums, ground rents, and other charges as they fall due, Mortgagor shall pay or cause to be paid to Mortgagee the amount necessary to make up the deficiency within 10 days from the date Mortgagor is sent notice requesting payment thereof.

4. INDEMNITY. If any suit or proceeding be brought against the Mortgagee or if any suit be brought which may affect the value of the Property, Mortgagor shall defend, indemnify and hold harmless and on demand reimburse Mortgagee from any loss cost, damage or expenses and any sums expended by Mortgagee shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

5. ASSIGNMENT OF LEASES; RIGHTS TO POSSESSION. As additional security for the repayment of the Indebtedness, Mortgagor hereby assigns to Mortgagee all leases, rents, income, or profits derived from the Property. This assignment includes all leases executed hereafter together with all renewals, extensions and modifications thereof.

In the event of default hereunder, as set forth in Paragraph 26, Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to take possession of and manage the Property and to collect all rents, income, and other profits derived from the Property, including amounts past due. Mortgagor agrees to relinquish peaceful possession to Mortgagee. All rents, income and profits collected by Mortgagee or such receiver shall be applied first to payment of the cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receiver's bonds, and reasonable attorney's fees. The rents, income and profits shall then be applied to the Indebtedness secured by this Mortgage. Mortgagee shall be liable to account only for rents actually received.

In connection with this assignment, Mortgagor agrees to comply with all terms imposed upon it as lessor under any lease covering any part of the Property. Should Mortgagor default under any such lease, Mortgagee may take whatever action it deems desirable to prevent or cure the default by Mortgagor. Mortgagee shall have the right to enter upon the Property as often as it desires in order to prevent or cure any such default. In attempting to prevent or cure any such default, Mortgagee may spend such sums of money as it deems necessary, and Mortgagor hereby agrees to pay Mortgagee immediately upon demand all uses so expended by Mortgagee, together with interest from the date of payment by Mortgagee at the highest lawful rate. Such sums, and the interest thereon, shall become additional Indebtedness secured by this Mortgage.

6. APPLICATION OF PAYMENTS. Payments received by Mortgagee under the Note and this Mortgage shall be applied to principal and interest payable on the Note and to all other sums secured by this Mortgage in such order and manner as are determined by Mortgagee in its sole discretion, subject only to the provisions of this instrument.

7. LIENS. Except as permitted by Mortgagee as acceptable prior liens under the Commitment Letter or other agreement with Mortgagee, Mortgagor shall promptly discharge any lien on the Property which has priority over this Mortgage; or, in the alternative, Mortgagor shall pay or perform the obligation secured by such lien in a manner acceptable to Mortgagee or shall in good faith contest or defend against enforcement of such lien by legal proceedings which prevent enforcement of the lien and which are initiated with the written consent of the Mortgagee.

8. INSURANCE. Mortgagor shall keep the improvements now existing or hereafter located on the Property insured of no less

than the maximum insurable value or one-half of the amount of the loan, (as determined by Mortgagee) against loss by fire and all hazards including within the term "extended coverage," and against such other losses as Mortgagee may require. All insurance policies required pursuant to the preceding sentence shall include a standard provision, satisfactory to Mortgagee, naming Mortgagee as a Mortgagee Loss Payee. Mortgagor shall also maintain liability insurance coverage with regard to the Property, which coverage shall name Mortgagee as an additional insured and shall otherwise be satisfactory to Mortgagee in form, content and amount.

All insurance shall be carried with companies approved by Mortgagee. The original policies and renewals thereof shall be held by Mortgagee, shall provide that loss be payable solely to Mortgagee, and shall otherwise be in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee. In such event, Mortgagee may make proof of loss if not made promptly by Mortgagor, but Mortgagee shall not be required to do so. Each insurance company concerned is hereby authorized and directed to make payment on such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, either to the reduction of the Indebtedness or to the restoration or repair of the Property. If the Property is conveyed to Mortgagee or if title to the Property is otherwise transferred in extinguishment of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force shall be assigned to the new owner of the Property.

Any application of insurance proceeds to principal shall be in the inverse order of its maturity and shall not extend or postpone the due date of any installment required by the Note or change the amount of such installment.

9. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage conveys a leasehold estate, Mortgagor shall comply with the provisions of any lease affecting the leasehold estate. If Mortgagor fails to do so, Mortgagee shall have the right, but not the obligation, to take such actions as it deems desirable to prevent or cure any default under such lease. Any amounts disbursed by Mortgagee pursuant to this Paragraph, with interest thereon at the highest lawful rate, shall become additional Indebtedness secured by this Mortgage. Mortgagor expressly grants to Mortgagee the right to enter upon the Property immediately and as often as Mortgagee desires in order to prevent or cure any such default by Mortgagor.

10. PROCEEDS FROM JUDICIAL SALE. Without limitations, the lien of this mortgage shall extend to the interest of Mortgagor in the proceeds from a judicial sale of the Property, including, without limitations, the proceeds from sale by foreclosure of any prior encumbrance to the extent that such proceeds exceed the amount necessary to satisfy such prior encumbrance. The officer or other person in charge of any such sale or foreclosure is hereby directed to pay such excess proceeds to the holder of this Indebtedness to the extent necessary to retire the Indebtedness. Such person is hereby authorized, given a power of attorney, and directed to endorse any checks representing proceeds of sale as requested by the holder of the Indebtedness, pursuant to the provisions of the Paragraph.

11. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform all the covenants and agreements contained in this Mortgage, if a default occurs with respect to a prior lien, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain proceedings, insolvency proceedings, building and housing code enforcement proceedings, arrangements or proceedings involving a bankruptcy or decedent, or the enforcement of any prior lien against the Property, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary to protect its interest hereunder, including, without limitation, disbursements for reasonable attorney's fees, repairs to the Property, curing defaults under prior liens and removal of liens. Any amounts disbursed by Mortgagee pursuant to this Mortgage shall be payable upon notice from Mortgagee, and shall bear interest from the date of disbursement at the highest lawful rate. Nothing contained in this Paragraph shall require Mortgagee to incur any expense or to take any action hereunder.

12. INSPECTION. Mortgagee may enter upon and inspect the Property, provided that Mortgagee gives prior notice of its intention to do so.

13. CONDEMNATION. In the event that any or all of the Property shall be condemned and taken under the power of eminent domain, Mortgagor shall give immediate written notice to Mortgagee. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part of the Property, or in connection with any conveyance in lieu of condemnation, are hereby assigned to Mortgagee and shall be paid directly to Mortgagee. Mortgagee may apply or release the funds so received in the same manner and with



the same effect as provided above for the disposition of insurance proceeds. Any application of such proceeds to principal shall be in the inverse order of its maturity and shall not extend or postpone the due date of any installment under the Note or change the amount of such installment.

14. FORBEARANCE BY MORTGAGEE NOT A WAIVER. Forbearance by Mortgagee in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The receipt by Mortgagee of any past due installments under the Note or any other late payments of indebtedness shall not deprive Mortgagee of the right to accelerate the maturity of the Indebtedness or of any other right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Indebtedness because of default hereunder.

15. MORTGAGOR NOT RELEASED. If Mortgagee agrees for the benefit of any debtor to extend the time for payments or to modify the amortization of the Indebtedness, or any part thereof, Mortgagee's action shall not release in any manner the continuing liability of Mortgagor or any other person on the Indebtedness. Mortgagor shall have no right to require Mortgagee to initiate proceedings against any obligor on the Indebtedness, to refuse to extend the time for payment by such person, or to refuse otherwise to modify the amortization of the Indebtedness.

16. REMEDIES CUMULATIVE. Every right and remedy provided in this Mortgage is distinct from and cumulative to every other right or remedy under this Mortgage or afforded by law or equity. Every such right and remedy may be exercised concurrently, independently or successively.

17. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL; CAPTIONS. The covenants and agreements herein contained and the rights arising hereunder shall inure to the benefit of the respective successors and assigns of Mortgagee and shall be binding upon the respective successors and assigns of Mortgagor. All covenants and agreements shall be joint and several. The captions and headings of the Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions of the Mortgage. The "Mortgagor" and "Mortgagee," whenever used herein, shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys), and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and

assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

18. NOTICE. Unless otherwise required by applicable law, any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to Mortgagor at the Property or at such other address as may be designated by notice. Any notice provided for in this Mortgage shall be deemed to have been given when sent in the manner designated herein.

19. SEVERABILITY. In the event that any provision or clause of this Mortgage or the Note conflicts with any applicable law, the other provisions of this Mortgage and the Note shall be given effect as fully as possible and the Mortgage and the Note are declared to be severable.

21. TRANSFER OF THE PROPERTY WITHOUT MORTGAGEE'S CONSENT. If all or any part of the Property or any legal or equitable interest therein is voluntarily or involuntarily sold, conveyed in trust, encumbered or otherwise transferred by any means, instrument or device whatsoever (including but not limited to any deed, lease, mortgage, deed of trust, assignment, option or contract), without Mortgagee's prior written consent, Mortgagee may, at its option, declare the Indebtedness to be immediately due and payable.

22. PREPAYMENT. Mortgagor has the right to prepay all or any portion of the indebtedness secured by the within Mortgage.

23. WAIVER. Mortgagor hereby expressly waives all legal, equitable and statutory rights of redemption, exemption or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by an applicable statute or judicial decision. Mortgagor expressly waives its right to seek an appraisal of the property as provided under Section 29-3-680, et seq., S.C. Code of Laws, 1976, as amended.

24. NECESSITY OF WRITING. The terms of this Mortgage may be modified in whole or in part only by a written instrument signed by Mortgagor and Mortgagee, and recorded in the Register's Office in the County in which the Mortgage is recorded. Any oral agreement to modify this instrument shall be void and of no force and effect.

25. JOINT AND SEVERAL OBLIGATIONS. If Mortgagor and Borrower are not the same person(s), or entity, all of the covenants and

requirements of this Mortgage shall be the joint and several obligations of Mortgagor and Borrower.

26. ACCELERATION; REMEDIES. If Mortgagor or Borrower (a) shall pay the Indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, ground rents, and other charges against the Property when due, (c) shall maintain repairs, (d) shall keep the Property insured as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this mortgage conveyance shall be of no further force or effect. In such case, Mortgagee shall execute and record a release of this Mortgage at Mortgagor's expense. Mortgagor shall not be entitled to the partial release of any of the above described property unless expressly provided for in this Mortgage. Otherwise this Mortgage conveyance shall remain in full force and effect, and, at the option of the lawful owner and holder of the Indebtedness, all remaining unpaid Indebtedness and all installments thereof, shall be due and payable at once, without notice, upon any of the following events of default:

(a) Failure to pay the Note and/or Indebtedness when due according to its terms and as required herein;

(b) Breach of any covenants or agreement contained in this Mortgage, and not related to payment of the Indebtedness, which breach is not cured within fifteen (15) days after Mortgagee has given Mortgagor notice of such breach;

(c) The voluntary or involuntary sale or other conveyance of the Property, or any portion thereof, or of any legal or equitable interest therein, including the transfer of stock or a general partnership interest in the Borrower without the prior written consent of Mortgagee, as required by Paragraph 21 above;

(d) Uncured default under any loan documents (including but not limited to the Loan Agreement, the Security Agreement, Note, Mortgage, etc.) entered into with Mortgagee in connection with the Indebtedness owed to Mortgagee;

(f) The insolvency of Mortgagor or the commencement of legal or equitable proceedings under any bankruptcy, reorganization, insolvency, moratorium or other law or laws for the relief of Debtors, or any laws related to Debtors, whether commenced by Mortgagor or by some party, including without limitation, the appointment of a receiver, trustee, or liquidator over Mortgagor or any of the Mortgagor's property.

In any event of default as set forth above, Mortgagee shall have the right to pursue all remedies available to it hereunder, at law, or in equity, and that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said Mortgagee, Mortgagee's heirs, successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described Property, with power to forthwith lease out the said Property anew, if he should so elect, who, after deducting all charges and expenses attending such proceedings, in the execution of said trust as Receiver, shall apply the residue of said rents and profits toward the payment of the debt secured hereby.

And it is further agreed, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by Mortgagee, Mortgagee's heirs, successors or assigns, including a reasonable counsel fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

27. NO CONSENT BY MORTGAGEE. Mortgagee does not consent to the priority of any contract, whether now in existence or hereafter entered into, for the making of improvements upon the Property, over the lien of this Mortgage.

28. SECURITY AGREEMENT. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any and all of the fixtures specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code. Accordingly, Mortgagor hereby grants to Mortgagee a security interest in all such fixtures. Mortgagor agrees to execute and deliver financing statements and continuation statements covering such fixtures from time to time in such form as Mortgagee may require to perfect a security interest therein. Mortgagor shall pay all costs of filing such statements which Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not hereafter create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said fixtures, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement between the parties entered into in conjunction herewith, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, it may also invoke the remedies provided for in the default provisions of this Mortgage.

29. FLOOD INSURANCE. If the Property has been or at any time during the term of the loan secured by this Mortgage, or any extension or renewal thereof, is designated a "flood prone" or "flood risk" area pursuant to the Flood Disaster Protection Act of 1973, as amended or supplemented, or by a subsequent act which may be enacted in replacement of such act or as may be substantially similar thereto, Mortgagor shall obtain and deliver to Mortgagee or its designated representative, flood insurance in such amount as Mortgagee may from time to time require and Mortgagor shall further comply with all requirements of the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended or supplemented, or in any subsequent act which may be enacted in replacement of such act or as may be substantially similar thereto.

30. FUTURE ADVANCE. Pursuant to the provisions of Section 29-3-50, et. seq., of the South Carolina Code of Laws, as amended, the lien of the within Mortgage may secure future advances of which future advances made by Mortgagee shall not exceed more than Note plus 15%; in addition, the within Mortgage may secure interest which is deferred, accrued or capitalized, as provided in the Statute aforesaid.

31. SOUTH CAROLINA LAW. The validity, construction and effect of this Mortgage, the Note secured hereby, and of any other writing executed in connection herewith shall be governed by the laws of the State of South Carolina. Notwithstanding the above, the undersigned Mortgagor represents and warrants that under South Carolina law, it has the full and requisite authority (legal and otherwise) to sign and obligate the Mortgagor as provided herein.

IN WITNESS WHEREOF, the Mortgagor has hereunto caused the within Mortgage to be executed on the date first above written.

WITNESS:

Florence County,  
South Carolina

\_\_\_\_\_  
(First witness signature)

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
(Second witness signature)

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF FLORENCE      )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named Mortgagors, sign, seal and as their act and deed, deliver the within instrument, and that s/he, with the other witness above subscribed, witnesses the execution thereof.

\_\_\_\_\_  
(First witness signature)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(SEAL)

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Description of Secured Property

All that certain piece, parcel or lot of land situate, lying and being in the Town of Timmons ville, County of Florence, State of South Carolina, said lot beginning at a point on the southerly side of Main Street 85.8 feet east of the corner of Main and Keith Streets, thence running along Main Street in an easterly direction 79.2 feet to a point, thence running in a southerly direction 271 feet to a point, thence running in a westerly direction 165 feet to a point on the easterly side of Keith Street, thence running in a northerly direction 121 feet to a point, thence running in an easterly direction 84.8 feet to a point, thence running in a northerly direction 150 feet to the point of beginning; being bounded in the north by Main Street, on the east by property of B.C. Moore, on the South by lot now or formerly of W.H. Rogers and on the West by Keith Street and by lot of J.B. Aiken, et. al.

TMS#70013-01-002

ALSO:

All that certain piece, parcel or lot of land situated in the Town of Timmons ville, County of Florence, State of South Carolina, at the Southeast corner of Main Street and Keith Street, and said lot measures eighty-five and eight tenths (85.8) feet front on Main Street and one hundred fifty (150) feet in depth and measures across its back or Southern line eighty-four and eight tenths(84.4) feet and said lot is bounded in the North by Main Street; on the East by a brick building formerly of Young and Patterson, now owned by Cleo Young on the South by other property of Cleo Young and on the West by Keith Street. This being known as the old John McSween Home Site, all of which appears on plat made by Ervin Engineering Company on October 23, 1953.

TMS#70013-01-005

These being the same properties conveyed to Dean Strickland, Jr. and Billy A. Small by deed of K. Joyce Booth recorded in the Office of the Clerk of Court for Florence County on July 16, 2003, in Deed Book A-759 at Page 1351, also being the same property conveyed to Billy A. Small by deed of Dean Strickland, Jr. recorded in the Office of the Clerk of Court for Florence County on July 17, 2008 in Deed Book B197 at Page 0913.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Timmons ville, County of Florence, State of South Carolina, of irregular shape, being more particularly described and bounded as follows: Beginning at a point on the South side of Main Street approximately 165 feet East of Keith Street, the same being the northwest corner of brick store building, thence in a southerly direction along the west outside wall of said brick store building, following the outside of projections thereof, to the southwest corner of said building, thence in a straight line parallel with Keith Street to a point approximately 271 feet from Main Street, whereon it is bounded by Lot now or formerly of M.H. Purvis; thence in a westerly direction along the southern boundary of Lot now or formerly M.H. Purvis, 84 feet, more or less, to the corner with lot now or formerly of W.H. Rogers whereon it is bounded by Lot now or formerly of M.H. Purvis, thence in a southerly direction along the eastern boundary of Lot now or formerly of W.H. Rogers 167 ½ feet, more or less, to a point on Market Street, whereon it is bounded by

Lot now or formerly of W.H. Rogers thence in an easterly direction along the northern margin of Market Street 129 feet, more or less, to the intersection of Market and Orange Streets, whereon it bounded by said Market Street; thence in a northerly direction along the western margin of Orange Street 420 feet, more or less, to the intersection of Orange and Main Streets, whereon it is bounded by said Orange Street; thence in a westerly direction along the southern margin of Main Street 45 feet, more or less, to the point of beginning, whereon it is bounded by said Main Street. Reference being had to a Plat prepared for Timmons ville Auction & Antique Mall by Lind, Hicks & Assoc. Surveyors, Inc., dated June 27, 2003, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 86 at Page 394. Reference Being had to the above mentioned map for a more complete and accurate description.

TMS#70013-01-001

This being the same properties conveyed to Dean Strickland, Jr. and Bill A. Small by deed of Jimmy Love d/b/a Love Enterprises recorded August 22, 2000, in the Office of the Clerk of Court for Florence County on July 16, 2003, in Deed Book A-603 at Page 2440, also being the same property conveyed to Billy A. Small by deed of Dean Strickland, Jr. recorded in the Office of the Clerk of Court for Florence County on July 17, 2008 in Deed Book B197 at Page 0913.

TMS#80016-06-005

All that certain piece, parcel or tract of land situate in the City of Lake City, Florence County, South Carolina, containing 1.96 acres, being located generally on the South side of Dansing Street and being more particularly shown and delineated on a Map or Plat prepared by David A. Nesbitt, R.L.S. No. 7623, on June 5, 2001, and recorded in Plat Book 77, Page 430, in the office of the Clerk of Court for Florence County, South Carolina, to which reference is hereby directed. This property is bounded as follows: On the North by Dansing Street; on the East by other lands of Grantor; on the South by other lands of Grantor; and on the West by Acline Avenue.

The property being conveyed is a portion of that certain tract of land conveyed to the Grantor by Deed of Heyward L. King, Jr. and W. Henry Johnson, Jr. d/b/a K & J Investment Company, a South Carolina General Partnership, and K.J. Investment Co., L.L.C. dated August 30, 1996, and recorded in Deed Book A-44, Page 1643, in the office of the Clerk of Court for Florence County, South Carolina.



# **FLORENCE COUNTY COUNCIL**

August 22, 2013

**AGENDA ITEM:** Ordinance No. 37-2012/13 – Third Reading

**DEPARTMENT:** County Council/Economic Development

## **ISSUE UNDER CONSIDERATION:**

An Ordinance Confirming The Inclusion Of Certain Property Of Angus-Palm LLC In A Joint County Industrial And Business Park With Marion County; Providing For An Extension Thereof; And Addressing Other Matters Related Thereto.

## **OPTIONS:**

1. *(Recommended)* Approve Third Reading of Ordinance No. 37-2012/13.
2. Provide an alternate directive.

## **ATTACHMENTS:**

1. Copy Of Proposed Ordinance No. 37-2012/13
2. Copy of Proposed Amendment to Agreement

Sponsor(s) : Economic Development  
First Reading/Introduction : June 20, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing : July 18, 2013  
Second Reading : July 18, 2013  
Third Reading : August 22, 2013  
Effective Date : Immediately

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

## **ORDINANCE NO. 37-2012/13**

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

**(An Ordinance Confirming The Inclusion Of Certain Property Of Angus-Palm LLC In A Joint County Industrial And Business Park With Marion County; Providing For An Extension Thereof; And Addressing Other Matters Related Thereto.)**

**BE IT ORDAINED BY THE COUNTY COUNCIL OF FLORENCE COUNTY, SOUTH CAROLINA:**

SECTION I: By the authority of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended and pursuant to Ordinance No. 11-2000/01 enacted by Florence County, South Carolina ("Florence County") on February 15, 2001 and Ordinance No. 00-14 enacted by Marion County, South Carolina ("Marion County") on November 14, 2000, Florence County and Marion County entered into an Agreement for Development of a Joint County Industrial Park dated June 1, 2001 (the "Park Agreement"), initially including property located in Florence County.

SECTION II: The Park Agreement was established to include certain property of Crenlo, Inc. (the "Property"). The Property was subsequently conveyed to Angus-Palm LLC (the "Company"), which is currently undertaking an expansion of a manufacturing facility thereon. The Property is generally described on Exhibit A attached hereto.

SECTION III: Section 8 of Florence County Ordinance No. 11-2000/01 provides that the Ordinance terminates on January 2, 2025, unless extended by concurrent ordinances of Florence County Council and Marion County Council.

SECTION IV: Section 8 of Marion County Ordinance No. 00-14 provides that the Ordinance terminates on January 2, 2025, unless extended by concurrent ordinances of Florence County Council and Marion County Council.

SECTION V: Section 16 of the Park Agreement provides that the Park Agreement may not be terminated for a period of twenty-five (25) years commencing with the effective date thereof.

SECTION VI: The Company has requested confirmation that the Property is included in the Park and an agreement by Florence County and Marion County that the Park Agreement shall not be terminated for at least the term of the fee in lieu of tax agreement dated May 29, 2013 between Florence County and the Company (the "Fee Agreement").

SECTION VII: Florence County hereby amends Section 8 of Ordinance No. 11-2000/01 to provide that such Ordinance does not terminate on January 2, 2025 and likewise adopts this ordinance for purposes of allowing Marion County to amend its Ordinance No. 00-14 in the same manner.

SECTION VIII: Florence County hereby confirms that the Property is included in the Park Agreement. To the extent that any or all of the Property was not previously included, it is hereby added.

SECTION IX: Florence County hereby agrees to amend Section 16 of the Park Agreement to provide that it may not be terminated prior to the expiration of the Fee Agreement.

SECTION X: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of the Florence County Council pertaining to the Park.

SECTION XI: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION XII: This Ordinance shall be effective after third and final reading thereof.

ATTEST:

SIGNED:

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

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

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

are excerpts of the minutes of the meetings of the  
with the Freedom of Information Act, Chapter  
connection with said meetings of County Council.  
now in full force and effect.

HEREOF, I have hereunto set my Hand and  
Carolina, as of this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Clerk to Florence County  
Florence, South Carolina

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 \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. 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 \_\_\_\_\_, and notice of the public hearing was published in the \_\_\_\_\_ on \_\_\_\_\_. 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.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the Florence County Council, South Carolina, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Columbia: 1802321 v.1

## EXHIBIT A

### PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND AND ALL IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE COUNTY OF FLORENCE, SOUTH CAROLINA CONTAINING 54.85 ACRES, MORE OR LESS AS SHOWN ON A PLAT MADE BY ERVIN ENGINEERING CO., INC. DATED DECEMBER 20, 2007, LAST REVISED DECEMBER 27, 2007 AND IS MORE FULLY DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT A POINT ON THE ABOVE MENTIONED PLAT NOTED AS P.O.B. "1"; WHICH IS ARRIVED AT BY COMING FROM A POINT WHERE THE PROJECTED SOUTHERN RIGHT OF WAY LINE OF FLORENCE HARLLEE BOULEVARD INTERSECTS THE PROJECTED EASTERN RIGHT OF WAY LINE OF GENERAL WILLIAM W. DRIVE; THENCE, GOING ALONG THE SOUTHERN RIGHT OF WAY LINE OF FLORENCE HARLLEE BOULEVARD IN A SOUTHEASTERLY DIRECTION S62°47'49"E A DISTANCE OF 76.88 FEET TO A 5/8" IRON PIN (WHICH IS THE POINT OF BEGINNING, AND INDICATED ON PLAT AS P.O.B. "1"); THENCE, CONTINUING ALONG THE SOUTHERN RIGHT OF WAY LINE OF SAID FLORENCE HARLLEE BOULEVARD IN A SOUTHEASTERLY DIRECTION S2°47'49"E A DISTANCE OF 66.07 FEET TO A 5/8" IRON PIN AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 1554.98 FEET AND A CHORD OF S75°16'49"E - 672.39 FEET), A DISTANCE OF 677.75 FEET TO A 1/2" PIPE AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 75.00 FEET AND A CHORD OF S62°39'46"E - 63.64 FEET) A DISTANCE OF 65.72 FEET TO A 1/2" PIPE AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 125.00 FEET AND A CHORD OF N86°23'30"E - 207.38 FEET), A DISTANCE OF 244.56 FEET TO A 1/2" PIPE AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 75.00 FEET AND A CHORD OF N55°26'45"E - 63.64 FEET), A DISTANCE OF 65.72 FEET TO A 1/2" PIPE AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 1554.98 FEET AND A CHORD OF N78°43'14"E 99.27 FEET), A DISTANCE OF 99.29 FEET TO A 5/8" IRON PIN; THENCE, DEPARTING THE SOUTHERN RIGHT OF WAY OF SAID FLORENCE HARLLEE BOULEVARD IN A SOUTHERLY DIRECTION S16°47'05"E A DISTANCE OF 1323.57 FEET TO A 5/8" IRON PIN; THENCE, IN A SOUTHWESTERLY DIRECTION S50°18'54"W A DISTANCE OF 622.61 FEET TO A 5/8" IRON PIN; THENCE, IN A WESTERLY DIRECTION N81°29'19"W A DISTANCE OF 1171.17 FEET TO A 1/2" PIPE ON THE EASTERN RIGHT OF WAY LINE OF SAID GENERAL WILLIAM W. DRIVE AT IN A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 684.97 FEET AND A CHORD OF N00°44'37"W 342.35 FEET) A DISTANCE OF 346.01 FEET TO A 1/2" PIPE; THENCE, IN A NORTHERLY DIRECTION N15°12'07"W A DISTANCE OF 198.61 FEET TO A 1/2" PIPE AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 1605.56 FEET AND A CHORD OF N04°34'40"E 1086.85 FEET) A DISTANCE OF 1108.75 TO A 3/8" ROD AT THE BEGINNING OF A CURVE WHICH CONNECTS THE EASTERN RIGHT OF WAY OF GENERAL WILLIAM W. DRIVE TO THE SOUTHERN RIGHT OF WAY OF FLORENCE HARLLEE BOULEVARD; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 75.00 FEET AND A CHORD OF N70°46'56"E - 108.66 FEET) A DISTANCE OF 121.53 FEET TO A 5/8" IRON PIN WHICH IS THE POINT OF

BEGINNING AND LABELED P.O.B. "1" ON THE ABOVE NOTED PLAT. ALL MEASUREMENTS BE A LITTLE MORE OR LESS.

SAID PROPERTY BEING FURTHER SHOWN AND DELINEATED AS 54.86 ACRES, MORE OR LESS, ON A PLAT OF CRENLO, INC., PREPARED BY NESBITT SURVEYING CO., INC.. DATED JUNE 20, 2000, LAST REVISED AUGUST 13, 2002 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FLORENCE COUNTY ON JUNE 9, 2003 IN PLAT BOOK 81, PAGE 921. ALL MEASUREMENTS BEING A LITTLE MORE OR LESS.

Being the same property conveyed to Crenlo, LLC by deed of Pee Dee Electricom, Inc, dated May 23, 2003 and recorded in the Office of the Register of Deeds for Florence County in Book A744, page 910.

TMS No.: 00236-01-018

DRAFT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE ) AMENDMENT TO AGREEMENT FOR  
COUNTY OF MARION ) DEVELOPMENT OF JOINT COUNTY  
 ) INDUSTRIAL PARK DATED JUNE 1, 2001

This Amendment to the Agreement for Development of Joint County Industrial Park dated June 1, 2001 is entered into this 22nd day of August, 2013 by and between **FLORENCE COUNTY, SOUTH CAROLINA** and **MARION COUNTY, SOUTH CAROLINA**.

WHEREAS, by the authority of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended and pursuant to Ordinance No. 11-2000/01 enacted by Florence County, South Carolina ("Florence County") on February 15, 2001 and Ordinance No. 00-14 enacted by Marion County, South Carolina ("Marion County") on November 14, 2000, Florence County and Marion County entered into an Agreement for Development of Joint County Industrial Park dated June 1, 2001 (the "Park Agreement"), initially including property located in Florence County; and

WHEREAS, the Park Agreement was established to include certain property of Crenlo, Inc. (the "Property"), which Property was subsequently conveyed to Angus-Palm LLC (the "Company"), which is currently undertaking an expansion of a manufacturing facility thereon; and

WHEREAS, the Property is generally described on Exhibit A attached hereto; and

WHEREAS, Section 8 of Florence County Ordinance No. 11-2000/01 provides that such Ordinance terminates on January 2, 2025, unless extended by concurrent ordinances of Florence County Council and Marion County Council; and

WHEREAS, Section 8 of Marion County Ordinance No. 00-14 provides that such Ordinance terminates on January 2, 2025, unless extended by concurrent ordinances of Florence County Council and Marion County Council; and

WHEREAS, Section 16 of the Park Agreement provides that the Park Agreement may not be terminated for a period of twenty-five (25) years commencing with the effective date thereof; and

WHEREAS, the Company has requested confirmation that the Property is included in the Park and an agreement by Florence County and Marion County that the Park Agreement shall not be terminated for at least the term of the fee in lieu of tax agreement dated May 29, 2013 between Florence County and the Company (the "Fee Agreement"); and

WHEREAS, pursuant to Ordinance No. 37-2012/13, Florence County amended Section 8 of Ordinance No. 11-2000/01 to provide that such ordinance does not terminate on January 2, 2025 and to allow Marion County to amend its Ordinance No. 00-14 in the same manner; and

WHEREAS, pursuant to Ordinance No. 2013-5, Marion County amended Section 8 of Ordinance No. 00-14 to provide that such ordinance does not terminate on January 2, 2025 and to allow Florence County to amend its Ordinance No. 11-2000/01 in the same manner.

NOW, THEREFORE, pursuant to Ordinance No. 37-2012/13 of the Florence County Council and Ordinance No. 2013-5 of the Marion County Council, Marion County and Florence County hereby agree as follows:

1. The Property is included in the Park Agreement. To the extent that any or all of the Property was not previously included, it is hereby added.

2. Section 16 of the Park Agreement is hereby amended to provide that the Park Agreement may not be terminated prior to the expiration of the Fee Agreement.

3. Except as expressly modified herein, the Park Agreement shall otherwise remain in full force and effect.

4. This Amendment may be executed in counterparts.

IT IS HEREBY AGREED.

**FLORENCE COUNTY,  
SOUTH CAROLINA**

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

Name: James T. Schofield

Title: Council Chairman

ATTEST:

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

Name: Connie Y. Haselden

Title: Clerk to Council

**MARION COUNTY,  
SOUTH CAROLINA**

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

Name: Elista H. Smith

Title: Council Chairman

ATTEST:

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

Name: Sabrina Davis

Title: Clerk to County Council



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TMS No.: 00236-01-018

DRAFT

# **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Ordinance No. 04-2013/14 - Third Reading

**DEPARTMENT:** County Council

## **ISSUE UNDER CONSIDERATION:**

An Ordinance To Impose A One Percent Sales Tax, Subject To A Referendum, Within Florence County Pursuant To The Capital Project Sales Tax Act; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which The Tax May Be Imposed; To Provide The Maximum Cost Of The Projects Or Facilities Funded From The Proceeds To Be Raised By The Tax; To Provide For A County-Wide Referendum And To Concur In The Contents Of The Ballot Question In Such Referendum; To Establish The Priority In Which The Proceeds Of The Tax Are To Be Expended; To Authorize The Issuance Of General Obligation Bonds Of Florence County, Subject To Such Referendum, To Defray Costs Of Projects And Issuance Costs; To Provide For The Conduct Of Such Referendum; To Provide For The Administration Of The Tax; To Provide For The Payment Of The Tax; And To Provide For Other Matters Relating Thereto.

## **OPTIONS:**

1. *(Recommended)* Approve Third Reading of Ordinance No. 04-2013/14.
2. Provide an alternate directive.

## **ATTACHMENTS:**

1. Copy Of Proposed Ordinance No. 04-2013/14
2. Resolution Approved By The Capital Project Sales Tax Commission

Sponsor(s) : County Council  
First Reading : July 18, 2013  
Committee Referral :  
Committee Consideration Date :  
Committee Recommendation :  
Public Hearing : August 2, 2013  
Second Reading : August 2, 2013  
Third Reading : August 22, 2013  
Effective Date : August 22, 2013

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

**ORDINANCE NO. 04-2013/14**

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

---

AN ORDINANCE TO IMPOSE A ONE PERCENT SALES TAX, SUBJECT TO A REFERENDUM, WITHIN FLORENCE COUNTY PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH THE TAX MAY BE IMPOSED; TO PROVIDE THE MAXIMUM COST OF THE PROJECTS OR FACILITIES FUNDED FROM THE PROCEEDS TO BE RAISED BY THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM AND TO CONCUR IN THE CONTENTS OF THE BALLOT QUESTION IN SUCH REFERENDUM; TO ESTABLISH THE PRIORITY IN WHICH THE PROCEEDS OF THE TAX ARE TO BE EXPENDED; TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS OF FLORENCE COUNTY, SUBJECT TO SUCH REFERENDUM, TO DEFRAY COSTS OF PROJECTS AND ISSUANCE COSTS; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; TO PROVIDE FOR THE PAYMENT OF THE TAX; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

---

**BE IT ENACTED BY FLORENCE COUNTY COUNCIL, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:**

Section 1.     Findings. As an incident to the adoption of this Ordinance, Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), has made the following findings:

- (a) Pursuant to the Capital Project Sales Tax Act, codified as §4-10-300 *et. seq.*, Code of Laws of South Carolina, 1976, as amended (the "Act") the Council may impose a one percent sales and use tax (the "Tax"), subject to a referendum, within the County for specific purposes and for a limited amount of time.
- (b) The Council is authorized pursuant to §4-10-320 of the Act to create a commission for the purpose of considering proposals for funding capital projects within the County and formulating a question to appear on the ballot. Pursuant to a resolution adopted by the Council on December 13, 2012, the Florence County Capital Project Sales Tax Commission (the "Commission") was created for the purpose of considering proposals for funding capital projects and the formulation of a referendum question. Members of the Commission were appointed in accordance with the provisions of §4-10-320 of the Act.
- (c) The Commission has considered proposals for funding capital projects within the County and has approved and delivered to the Council a referendum question (the "Question") to appear on the ballot (the "Ballot") for a referendum to be held in the County on November 5, 2013 (the "Referendum"), which Ballot, including the Question, is attached to this Ordinance as Exhibit "A". The Question sets forth certain projects and facilities (the "Projects") and the estimated costs of the Projects and sets forth the maximum time for which the Tax shall be imposed.
- (d) The Commission has further recommended to Council that the Question also include , the issuance of general obligation bonds of the County in an amount not to exceed \$125,000,000 (the "Bonds") to defray a portion of the costs of the Projects, all pursuant to §4-10-330 (D) of the Act.
- (e) The Council finds that the imposition of the Tax will serve a public purpose, provide funding for the design, engineering construction and improvement of the Projects, as well as facilitate economic development, promote public health and safety, promote desirable living conditions, and meet present and future needs of the County and its citizens.
- (f) The Council has determined to order the holding of the Referendum for the purpose of submitting to the qualified electors of the County the question of the imposition of the Tax pursuant to the Question and the issuance of the Bonds.
- (g) There is presently imposed in the County a sales and use tax pursuant to the Act and a referendum held in the County on November 7, 2006 (the "Prior Tax"). The Tax may not be imposed in the County until such time as imposition of the Prior Tax has terminated in accordance with the Act. The Council is advised that the Prior Tax will terminate in

accordance with the Act on April 30, 2014. Therefore, collection of the Tax, if approved by the Referendum, would commence on May 1, 2014 and terminate on April 30, 2021.

Section 2. Adoption of Defined Terms. All terms defined by capitalization in Section 1 of this Ordinance shall have the meanings so provided throughout the remainder of this Ordinance.

Section 3. Imposition of Tax: Projects: Priority of Funding.

3.1 The Tax is hereby imposed in the County, subject to a favorable vote of the qualified electors voting in the Referendum.

3.2 The Tax, if approved by the Referendum, shall be imposed immediately upon the termination of the Prior Tax, e.g. on May 1, 2014 and shall continue for seven years from the date of such imposition, to April 30, 2021 in accordance with §4-10-340(A) of the Code.

3.3 The Florence County Registration and Elections Commission (the "Election Authority") shall certify not later than November 12, 2013 the results of the Referendum to the Council and, if such results are favorable to the imposition of the Tax, to the South Carolina Department of Revenue. The Council shall, by resolution, declare the results thereof.

3.4 The principal amount of the Bonds to be issued pursuant to the Referendum shall not exceed \$125,000,000, excluding such premium, if any, named by the purchaser of the Bonds as a portion of the purchase price of the Bonds. The proceeds of the Tax shall be pledged to payment of the Bonds, and applied thereto in accordance with Section 4.8 of this Ordinance. Earnings derived from the investment of proceeds of the Bonds may be applied by the Council in its discretion to defray the costs of Projects in accordance with Section 4.8 of this Ordinance, or to pay debt service on the Bonds. Application of all such investment earnings shall be subject to the obligation of the County as issuer of the Bonds to rebate certain of such investment earnings to the United States Treasury pursuant to the provisions of §148(f) of the Internal Revenue Code of 1986, as amended, and the regulations pertaining thereto.

3.5 The maximum cost of the Projects to be funded from proceeds of the Bonds and investment earnings as described in Section 4.4 herein will not exceed \$125,000,000. The maximum

amount of proceeds of the Tax expected to be used to pay debt service on the Bonds is \$135,000,000; however, the Council recognizes that this amount is an estimate and is subject to fluctuations in interest rates. The maximum cost of all Projects set forth in the Question is \$145,000,000.

3.6 So that the construction of many of the Projects can be commenced as soon as possible and in order to achieve the most economic and efficient use of proceeds of the Tax, Council has determined that the Bonds should be issued to defray Project costs.

3.7 As provided in the Question, the Projects and the maximum costs thereof are as follows:

The cost of acquiring (including, in certain instances, the acquisition of real property), constructing, furnishing, and equipping the following projects:

**I. Public Safety – Fire**

<u>Project Description</u>	<u>Cost</u>
Johnsonville Rural Fire District	New Main Station and Training Facility on Highway 41/51 \$1,800,000
	New Kingsburg Station 600,000
Windy Hill Fire District	New Quinby Station 1,800,000
Howe Springs Fire District	New Main Station 3,700,000
South Lynches Fire District	Classroom, Logistics, and Maintenance Facility 1,000,000
	Upgrades to Station One Facilities 1,000,000
	Upgrades at Nine Fire Stations 500,000
West Florence Fire District	New Station on Hoffmeyer Road 1,500,000
	Addition to Station One on Pine Needles Road to Include Living Quarters, Training, and Office Space 1,000,000
Hannah Salem Friendfield Fire District	2 New Stations at Friendfield and Flemingtown 1,745,000
	Upgrade Stations One and Two 1,400,000
	Upgrade Stations Three and Four 900,000
Olanta Rural Fire District	Upgrade Main Station 520,000
Sardis Timmons ville Fire District	Station One Addition to Include Living Quarters and Training Facilities 150,000
	New Cartersville Station 750,000
	Timmons ville Rescue Squad Building 80,000
Total Public Safety – Fire	
	\$18,445,000

## II. Public Safety – EMS

<u>Project Description</u>	<u>Cost</u>
EMS Station Timmons ville	\$740,000
EMS Station Florence	740,000
<b>Total Public Safety – EMS</b>	<b>\$1,480,000</b>

## III. Emergency Management

<u>Project Description</u>	<u>Cost</u>
Radio Upgrades and Improvements to all Emergency Management Facilities	\$15,000,000
New Emergency Operations Center Building	4,955,251
<b>Total Emergency Management</b>	<b>\$19,955,251</b>

## IV. Sheriff

<u>Project Description</u>	<u>Cost</u>
Replacement of Boilers & Water Heaters at County Jail	\$800,000
Addition of Flex Units and Safety Upgrades at County Jail	189,600
New Storage Building	160,000
New K-9 Training Facility	20,000
Renovations at Law Enforcement Center	800,000
<b>Total Sheriff</b>	<b>\$1,969,600</b>

## V. County Administration

<u>Project Description</u>	<u>Cost</u>
Renovation of Vacated Space at County Complex	\$5,200,000
<b>Total County Administration</b>	<b>\$5,200,000</b>

## VI. Water and Sewer Improvements

<u>Project Description</u>	<u>Cost</u>
Town of Coward Salem Road/McAllister Mill Road/Sand Hills Water Loop	\$750,000
Town of Coward Union School Road Tie to Scranton Water System	240,000
City of Florence Add up to 50 Fire Hydrants on existing mains for Windy Hill Fire District	250,000
City of Florence Add up to 50 Fire Hydrants on existing mains for West Florence Fire District	250,000
City of Florence Add up to 50 Fire Hydrants on existing mains for Howe Springs Fire District	250,000
City of Lake City Indiantown Road/S. Cameron Road Water Loop	690,000
City of Lake City Burch Road/Old Georgetown Road/Camerontown Rd. Water Loop	593,000
City of Lake City Frierson Road/O'Shay Road Water Loop	250,000



Town Of Olanta	Central Road/Hood St. Water Loop	440,000
Town Of Olanta	Butler Scurry Road/McKenzie Road Water Loop	500,000
Town Of Olanta	Olanta Fire Station Water Extension	65,000
Town of Scranton	Anderson Bridge Road Water Extension	140,000

**Total Water and Sewer Improvements      \$4,418,000**

#### **VII.     Veteran Affairs**

<u>Project Description</u>	<u>Cost</u>
Veterans Affairs County Administration Building	1,200,000

**Total Veteran Affairs      \$1,200,000**

#### **VIII.    Municipalities**

<u>Project Description</u>	<u>Cost</u>
City of Florence	

Road Improvements	
-- Corridor Enhancements (to include sidewalks, crossings, turn lanes, access, medians, and landscaping) to Dargan St. from Lucas St. to Cherokee Rd.; National Cemetery Rd. from Dargan St. to McCall Rd.; Vista St. from Dargan St. to Oakland Ave. and Sopkin St. from Oakland Ave. to Crown Cir.; Park Ave.; Pine St. from Dargan St. to McQueen St., then McQueen St. from Pine St. to Timrod Park Dr., then Cedar St. from McQueen St. to Park Ave. and Park Ave. from Cedar St. to Cherokee Rd.; E. Evans St. from N. Ravenel St. to Railroad Ave.; Irby St. from W. Cheves St. to Ashby Rd.; Darlington St. from Irby St. to Oakland Ave. and Oakland Ave. from Darlington St. to Norfolk St.	\$9,216,875
-- Intersection Improvements at Damon Dr. and Ansley St.; E. Palmetto St. Westbound at S. Church St.	1,031,250
-- Resurfacing of Malloy St. from Wilson Rd.; Spruce St. from Park Ave. to McQueen St.	340,625
-- Road Widening of Malloy St. from Maxwell St.; Roughfork St. and Maxwell St. from N. Irby St. to Malloy St.; S. Cashua Dr. from Palmetto St. to Second Loop Rd.; W. Sumter St. from N. Irby St. to N. Alexander St.; W. Radio Dr. from S. Ebenezer Rd. to David McLeod Blvd.; Woody Jones Blvd. from W. Radio Rd. to David McLeod Blvd.; Jarrott St. from Pine St. to National Cemetery Rd.; N. Alexander St. from Dixie St. to Darlington St.	9,125,625

Town of Timmons ville	New Community Center	420,000
	Magistrate's Building Renovations	180,000
Town of Pamplico	Replace Pembroke Apt Pump Station	154,400
	New Water Tank	873,280
	Shirley Road Water Line	154,697
	Water System Extension	1,706,720
Town of Olanta	Waterworks and Sewer System Improvements	750,000
	Municipal Building Improvements	130,000

City of Johnsonville	Prosser Recreation Complex	800,000
	Vox Water Line Project	4,378,000
Town of Coward	New Water Tank	1,000,000
	Expansion of Youth Baseball Field	200,000
Town of Quinby	New Town Hall	360,000
	Recreation/Community Building	720,000
Town of Scranton	Improvements to Scranton Nature Park	126,400
	Resurface Tennis Courts	32,000
	New Maintenance Building	349,600
City of Lake City	Water and Sewer Improvements	2,360,000
	Storm Water System Improvements	1,200,000
	New Water Tank	800,000
	New Multi Purpose Athletic Complex	400,000
	Renovation Building Housing the Lake City Chamber	160,000
	Roads and Parking Improvements at CJ Evans Field	400,000

**Total Municipalities** **\$37,369,472**

**IX. Florence County Recreation**

<u>Project Description</u>	<u>Cost</u>
Roads and other infrastructure for New Soccer Complex	\$1,040,000
Various Park Improvements to Include:	
Ebenezer Park Playground Fall Surface Upgrade	400,000
Lynches River Park Shade Structures	
Lake City Community Park Road Paving	
Lynches River Athletic Park Sardis Paving Entrance	
Friendship Park Renovations	

**Total Florence County Recreation** **\$1,440,000**

**X. Lake City Community Hospital**

<u>Project Description</u>	<u>Cost</u>
Improvements to Main Hospital	\$888,000

**Total Lake City Community Hospital** **\$888,000**

**XI. Lynches Lake-Camp Branch Watershed District**

<u>Project Description</u>	<u>Cost</u>
Drainage Improvements	\$80,000

**Total Lynches Lake-Camp Branch Watershed** **\$80,000**

## **XII. Road Paving and Drainage**

<u>Project Description</u>	<u>Cost</u>
Cato Road Paving	\$2,500,000
Moulds Road Paving	1,100,000
Country Lane Paving	1,400,000
Cherry Johnson Road Paving	1,900,000
Ball Park Road Paving	1,500,000
McLaurin Road Paving	600,000
Highland Road Paving	250,000
Laurel Circle Paving	600,000
Law Road Paving	1,100,000
Paving and/or relocation of Koppers/Estate Road or Young Road as determined by County Council to promote economic development	4,000,000
Brookgreen Drainage	1,000,000
Foxcroft Drainage	300,000
<b>Total Road Paving and Drainage</b>	<b>\$16,250,000</b>

## **XIII. General Road Improvements**

Paving, repaving, or otherwise improving (including without limitation the application of stone and crushed asphalt) the following roads:

<u>Project Description</u>	<u>Cost</u>
Council District 1: Swan Rd. from Park Ave. to last house; Windright Rd. from Hwy 378 to Swann Rd.; Hickson Rd. from S. Powell Rd. to S. Locklair Rd.; Widow St. from W. Camp Branch Rd. to Jordan Rd.; Old McAllister Rd. from Jordan Rd. to Chandler Mill Rd.; Chandler Mill Rd. from N. Matthews Rd. to Old McAllister Rd.; Maxie Thomas Rd. from Morris St. to Moore St.; Maxie Thomas Rd. from Hwy 52 to last house; W. O'Shay Rd. from N. Matthews Rd. to Frierson Rd.; W. O'Shay Rd. from Frierson Rd. to last house; Frierson Rd. from W. Camp Branch Rd. to W. O'Shay Rd.; Zola Rd. from McCutcheon Rd. to Hanna Rd.; Miles Rd. from Hwy 378 to First Oxtown Rd.; Donald Rd. from Casselman Rd. to Miles Rd.; Rodman Rd. from Cockfield Rd. to Dory Rd.; Rodman Rd. from Dory Rd. to Cow Pasture Rd.; Rodman Rd. from McCutcheon Rd. to last house; Barr St. from Graham Rd. to end of road; Old Farm Rd. from Vox Hwy to last house; Lance St. from Acline St. to Kelly St.; Thomas St. from S. Church St. to CSX RR; Gracelyn Cir. from N. Matthews Rd.; Calvin St. from Gracelyn Cir.; Tupelo Rd. from Moore St. to end of road; Retha Dr. from Kelly St. to end of road; King St. from Nesmith St. to Charles St.; Major Rd. from Gray Rd. to end of road; Slocum Ln. from Gray Rd. to end of road; Dennis Rd. from Cooktown Rd. to Old South Rd.; Bayne Ln. from Beulah Rd. to E. Plantation Rd.; portion of E. Plantation Rd.; S. Acline St. from Fairview St. to Graham Rd.; Baker Rd. from N. Camerontown Rd. to end of road; Barnwell St. from Bozy Rd. to Lee St.; Blanche St. from Northside Ln. to end of road; Windham Rd. from Owens Dr. to Blanche St.; Hurst St. from School Dr. to end of road; Judy Rd. from Hwy 378 to end of road; N. Pecan Rd. from Hwy 341 to N. Camerontown Rd.; S. Pecan Rd. from Hwy 341 to end of road; S. Locklair Rd. from Hwy 341 to Hickson Rd.; Sunburst Dr. from Cooktown Rd. to end of road; Thirty Rd. from Thirty Five Rd. to end of road; Thirty Five Rd. from Green Haven Ave. to Davis St.; Tranquility Rd. from Cockfield Rd. to Tyler Rd.; W. Cole Rd. from Davis St. to Maxie Thomas Rd.; Lake City Landfill/Manned Convenience Center Rd. from Hwy 341 to end of road; Lake City Manned Convenience Service Area on Lake City Landfill Rd.; Sequoia Rd.; Camelot Way from N. Country Club Rd. to Scotland Rd.; Dogwood Ln. from S. Morris St. to Middlecoff Rd.; Lancelot Way from Scotland Rd. to end of road; Lockwood Rd. from Middlecoff Rd. to Dogwood Ln.; McFaddin St. from Wallace St. to Ida St.; Salters St. from Wallace St. to Ida St.; Byrd St. from School Dr. to end of road; Fountain St. from School Dr. to end of road; Hurst St. from Hwy 52 to end of road; Mill St. from N. Church St. to Ball Park Rd.; N. Church St. (Scranton) from Mill St.	\$4,033,853

to Railroad Ave.; School Dr. from Byrd St. to end of road; and parking and roads at Lake City Sports Complex from S. Blanding St. to Graham Rd.

Council District 2: Bluff Rd.; Evans Rd.; Belle Thompson Rd.; Ervin Thomas Rd.; Franks Rd.; Law Rd.; Ball Park Rd.; Old Springs Rd.; Freeport Rd.; Singletary Loop Rd.; Saddle Town Rd.; Mustang Rd.; Capitola Rd.; Dud Rd.; Lewis Ln.; Broken Branch Rd.; Wood Berry Rd.; Keith Rd.; Chestnut Rd.; Ashley Rd.; Glen Haven Rd.; and Dulie Ln. 4,033,853

Council District 3: Athens St.; Brunson St.; Dargan St. from Hwy 52 to Vista St.; Timmons St.; Bradford St.; Wilson St.; Liberty St.; Boyd St.; Commander St.; Vista St.; Light St.; Stackley St.; Hemingway St.; Marlboro St.; E. Marion St.; Freeman St.; Dixie St.; Ingram St.; Alexander St.; Harmony St.; Harrell St.; Lawson St.; Sanborn St.; N. McQueen St.; W. Marion St.; Pennsylvania St.; Carver St.; Gladstone St.; Fairfield Cir.; Waverly St.; Sidewalks on Irby St. from Wilson Road to Sam Harrell Rd; Sidewalks on Dargan St. from Hwy 52 to Vista St.; Sidewalks on Roughfolk St.; Sidewalks on Sopkin Ave.; Widen entrance road to County Complex and bury adjacent power lines; and W. Louise Rd. 4,033,853

Council District 4: Van Houton Dr.; Alma Ln.; Willow Point Rd.; Pygate Rd.; Fork Rd.; Meadow Prong 2; Meadow Prong 1; Clyde McGee Rd.; Golden Gate Rd.; Ed James Rd.; Javelin Cir.; Johnson Rd.; Joe Nathan Ln.; Buckshot Rd.; Sims Rd.; Cubie Rd. 1; Cubie Rd. 2; Jenkins Nowlin Rd.; and Alvin Kirby Rd.; and Truck Route from Foxworth St. to Brockington St. in Timmons ville. 4,033,853

Council District 5: Horace Matthews Rd.; Carnell Dr.; S. Canal Dr.; Circle Dr.; Margo Ln.; Milestone Rd.; C. W. Robinson Rd.; Trails End Rd.; Dunlap Rd.; Sam Lee Rd.; S. Railroad Ave.; Java Rd.; Round Tree Rd.; E. Eagerton Rd.; Doric Rd.; Ben Gause Rd.; Silver Leaf Rd.; and Railroad Ave. (Scranton). 4,033,853

Council District 6: Charlie Cade Rd.; Coleman Rd.; Spring Branch Rd.; Willow Grove Rd.; Haven Rd.; Magic Dr.; Daniel town Rd.; Pepper Tree Rd.; Antique Cir.; Diamond Head Loop Rd.; Pecan Grove Rd.; Hosea Gibbs Rd.; Tabernacle Rd.; Boling Rd.; Cart Rd.; W. Turner Gate Rd.; Brick House Rd.; Eureka Rd.; Quail Harbor Cir.; Taylor Hill Cir.; James Town Rd.; Fleetwood Dr.; Ard St.; Wickerwood Rd.; Large Farm Rd.; Camp Wiggins Rd.; Horse Shoe Rd.; Benton Rd.; Freeman Ln.; Nita Cain Rd.; South Wind Rd.; and Gum Rd. 4,033,853

Council District 7: Hughes Cir. (off TV Rd.); Joan Rd. (off TV Rd.); John C. Calhoun Rd.; Wilson Rd.; Pocket Rd.; W. Black Creek Rd.; W. McIver Rd.; R. Bar M. Ranch Rd.; Tara Dr.; Raiford Ln.; Calvert's Ct.; Shamrock Rd.; and Clayton Ct. 4,033,853

Council District 8: Maulden Dr.; Crownland Estates; E. and W. Sandhurst Dr.; Stratford Cir.; Castleberry Dr.; Westmoreland Ave.; Devonshire Dr.; Longwood Dr.; Woods Dr.; Rosedale St.; St. Anthony Dr.; Jones Rd.; Winthrop Dr.; Progress St.; Lee St; Saluda Ave.; Sewanee Ave.; Chestnut St.; Kalmia St.; Sesame St.; Cedar St. from Franklin to Adams Ave.; Waters Ave. from Park to Lawson; Sylvan Dr.; Cedar Lawn Court; Lakeside Drive; Richburg Ln.; Jeffries Ln.; Hondros Cir.; Constantine Dr.; Rollins Ave.; Fitz Randolph Cir.; Shore Ln.; Marion Ave.; Virginia Acres; Poinsette Ave.; Melrose Ave.; Courtland Ave.; Hillside Dr.; Wisteria Dr.; Margaret Dr.; Dunvegan Rd.; Roseneath Rd.; Beverly Dr.; Alton Cir.; Lindberg Dr.; Woodstone Dr.; DeBerry Blvd.; Dorchester Rd.; Fairfax Rd.; Cherry Blossom Ln.; Valpariso Dr.; Wayne St.; Sweetbriar St.; Furman Dr.; Converse Dr. from Third Loop north; Gabel Ridge Dr.; Durant Dr.; Joseph Circle; Westminster Dr.; Langley Dr.; and Mayfair Terrace. 4,033,853

Council District 9: Hampton Pointe subdivision (Aberdeen Ct., Blaire Ct., Bridgeport Ct., Danvers Ct., New Gate Ct., Parliament Cir., S. Addison St., S. Barrington Dr., S. Brunswick Ct., S. Harrington Ct., Victoria Ct., W. Hampton Pointe Dr., and Winslow Ct.); Whitehall Annex subdivision (Albemarle Blvd., Banbury Cir., Bedford Ln., Milford Ln., South Arundel Dr., and St. James Ln.); Village Green and Waterford subdivisions (Greenview Dr., Key Largo Ct., and 4,033,853

Waterford Dr.); Springdale and Villa Arno subdivisions (Guilford Cir., Perth St., Springfield St., Suffolk Place, Strada Amore, Strada Gianna, Strada Mateo, and Via Ponteicello); Oak Forest subdivision (Alabama Ln., Arizona Way, California Rd., Florida Dr., Georgia Ct., Louisiana Ln., Oak Forest Blvd., Tennessee Terrace; Tex Rd., and Utah Ct.); Kelly Farms and Parkland subdivisions (Derby Dr., Kelly Farms Rd., Preakness Ln., W. Belmont Cir., Cottonwood Dr., Deerwood Place, Heathway Dr., Mosswood Dr., W. Delmae Dr., and Wethersfield Dr.); Heritage subdivision (Cow Pens Cir., Declaration Dr., Farm Quarter Rd., Independence Ave., and Indigo Place); Forest Lake and Forest Lake West subdivisions (Brock Cir., Ginny Ct., Julie Ln., Goff Ct., Lunn Dr., Madden Ln., Sliger Cove, Yeargin Cove, Young Charles Dr., Wanda Cove, Claude Douglas Cir., and Hepburn Blvd.); Dunwoody subdivision (Ashwood Ln., Aspen St., Dunwoody Rd., Evergreen Rd., and Periwinkle Ln.); Farmwood and Ferndale subdivisions (Farmwood Dr., Heather Dr., Patrick Dr., Boone Cir., and Corbett Place); Charters subdivision (Bristol St., Charters Dr., Claymount Ct., Cravenhurst Ct., Dominion Ct., Fairhaven Rd., and Magna Carta Rd.); Arrowood subdivision (Arrowhead Cir., Arrowood Dr., Falcon Way and Skylark Dr.); Chadwick Place (Britanna St., Chadwick Dr., Knights Bridge Rd., Lampley Way and Wetherby Ln.); Stratton Dr.; Pelican Ln.; W. Eagle St., Thunderbird Dr., Whitehall Cir.; S. Peninsula Rd., McLaurin Dr.; installation of traffic signals at the intersection of Botany and Jefferson on W Palmetto St.; and installation of traffic signals at the intersection of Third Loop Rd. and McCown Dr.

**Total General Road Improvements** **\$39,254,679**

**Grand Total of all projects** **\$145,000,000**

3.8 As required in §4-10-330(B) of the Code, Council has determined that the priority in which the Projects shall be funded and the formula by which proceeds of the Tax and the Bonds shall be distributed are follows:

(1) The Projects described in Sections I through XII of the list of Projects above (the "Project List") shall be funded simultaneously from the proceeds of the Bonds at the amounts specified for each in the Project List.

(2) Any proceeds of the Bonds allocated to any of the Projects described in Sections I through XII of the Project List remaining after such Project is complete shall be applied, to the extent necessary, to any other Project described in Sections I through XII of the Project List for which funding is inadequate due to cost overruns. Allocation of Bond proceeds to Projects with cost overruns shall be prioritized in the same order as the Projects are listed in Sections I through XII of the Project List.

(3) Any proceeds of the Bonds remaining thereafter shall be applied to the Projects described in Section XIII of the Project List by dividing the amount of such proceeds of the Bonds equally among the nine (9) County Council Districts listed in Section XIII of the Project List, and shall be applied with respect to the Projects within each such County Council District in the same order as the Projects are listed within each such County Council District in Section XIII of the Project List.

(4) No proceeds of the Tax, including any proceeds of the Prior Tax remaining after completion of those projects for which Prior Tax was imposed, shall be applied to the Projects

prior to the first principal payment of the Bonds; following such first principal payment of the Bonds until the Bonds shall be paid in full according to their terms, the County shall maintain in the debt service fund established for the Bonds an amount equal to principal and interest to be paid on the Bonds during the next succeeding eighteen (18) months, provided, however, that if economic conditions so require, the Council reserves the right to direct by ordinance supplemental hereto that a larger balance be maintained in the debt service fund for payment of the Bonds.

(5) Proceeds of the Tax not required to maintain a debt service fund balance in accordance with Section 3.8(4) above shall be disbursed to first to pay any cost overruns of Projects in Sections I through XII of the Project List not remedied pursuant to item (2) above, in the priority as set forth in item (2), and thereafter to pay the costs of Projects described in Sections XIII of the Project List in like manner as set forth in item (3) above.

(6) If, as to any Project, the political subdivision responsible therefore hereafter determines that such Project is not feasible owing to excessive cost overruns, or other intervening events, and notifies the Council of the same in writing, the proceeds of the Bonds and the proceeds of the Tax otherwise applicable thereto shall be allocated to Projects in accordance with (1) through (5) above.

#### Section 4. Referendum.

4.1 The Ballot to be submitted to the electors of the County in the Referendum shall be in the form as provided in Exhibit "A" hereto.

4.2 The Election Authority shall conduct the Referendum and publish notice of the Referendum in accordance with the Act. The form of the Notice of the Referendum shall be substantially in the form as attached to this Ordinance as Exhibit "B", together with such changes as may be approved by the Election Authority to comply with the law of the State of South Carolina (the "State"). The Election Authority is authorized to change any of the locations of precincts or polling places for the Referendum in accordance with the law of the State as deemed necessary or advisable. Appropriate changes are to be made to the Notice of the Referendum. The Notice of Referendum shall be published in the *Florence Morning News* in accordance with the Act and general election law of the State.

Section 5. Preclearance. In order to comply with 42 U. S. C. §1973c, Section 5 of the Voting Rights Act, the County must seek preclearance from the United States Department of Justice, Voting Rights Division, for the setting of the date of the Referendum. The request for preclearance must be received by the Department of Justice more than 60 days prior to the referendum. Counsel for the County is hereby authorized to submit on behalf of the County a request for preclearance of the Referendum.

Section 6. Ordinance Forwarded to Election Authority. An executed copy of this Ordinance shall be forwarded to the Election Authority. The Election Authority is hereby requested:

- (a) To join in the action of the County in providing for the Notice of the Referendum in substantially the form contained herein;
- (b) To acknowledge and adopt the form of the Ballot;
- (c) To arrange for polling places for each precinct within the County;
- (d) To appoint Managers of Elections;
- (e) To provide a sufficient number of ballots or voting machines, as the case may be, for the Referendum;
- (f) To conduct the Referendum on November 5, 2013, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the Council; and
- (g) To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

Section 7. Effective Date. This Ordinance shall be effective upon third and final reading thereof.

ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

DRAFT



## FORM OF BALLOT

OFFICIAL BALLOT, REFERENDUM  
 ONE PERCENT SALES AND USE TAX AND  
 \$ \_\_\_\_\_ GENERAL OBLIGATION BONDS  
 FLORENCE COUNTY, SOUTH CAROLINA  
 November 5, 2013

Precinct No. \_\_\_\_\_

Initials of Issuing Officer \_\_\_\_\_

OFFICIAL BALLOT, REFERENDUM  
 ONE PERCENT SALES AND USE TAX AND  
 \$ \_\_\_\_\_ GENERAL OBLIGATION BONDS  
 FLORENCE COUNTY, SOUTH CAROLINA  
 November 5, 2013

Question

Must a special one percent sales and use tax be imposed in Florence County for not more than seven years to raise the amounts specified for the following purposes:

The cost of acquiring (including, in certain instances, the acquisition of real property), constructing, furnishing, and equipping the following projects:

**I. Public Safety – Fire**

<u>Project Description</u>	<u>Cost</u>
Johnsonville Rural Fire District	New Main Station and Training Facility on Highway 41/51 \$1,800,000
	New Kingsburg Station 600,000
Windy Hill Fire District	New Quinby Station 1,800,000
Howe Springs Fire District	New Main Station 3,700,000
South Lynches Fire District	Classroom, Logistics, and Maintenance Facility 1,000,000
	Upgrades to Station One Facilities 1,000,000
	Upgrades at Nine Fire Stations 500,000
West Florence Fire District	New Station on Hoffmeyer Road 1,500,000
	Addition to Station One on Pine Needles Road to Include 1,000,000
	Living Quarters, Training, and Office Space
Hannah Salem Friendfield Fire District	2 New Stations at Friendfield and Flemingtown 1,745,000
	Upgrade Stations One and Two 1,400,000
	Upgrade Stations Three and Four 900,000
Olanta Rural Fire District	Upgrade Main Station 520,000

Sardis Timmons ville Fire District	Station One Addition to Include Living Quarters and Training Facilities	150,000
	New Cartersville Station	750,000
	Timmons ville Rescue Squad Building	80,000

**Total Public Safety – Fire                      \$18,445,000**

## **II.        Public Safety – EMS**

<u>Project Description</u>	<u>Cost</u>
EMS Station Timmons ville	\$740,000
EMS Station Florence	740,000

**Total Public Safety – EMS                      \$1,480,000**

## **III.       Emergency Management**

<u>Project Description</u>	<u>Cost</u>
Radio Upgrades and Improvements to all Emergency Management Facilities	\$15,000,000
New Emergency Operations Center Building	4,955,251

**Total Emergency Management                      \$19,955,251**

## **IV.       Sheriff**

<u>Project Description</u>	<u>Cost</u>
Replacement of Boilers & Water Heaters at County Jail	\$800,000
Addition of Flex Units and Safety Upgrades at County Jail	189,600
New Storage Building	160,000
New K-9 Training Facility	20,000
Renovations at Law Enforcement Center	800,000

**Total Sheriff                      \$1,969,600**

## **V.        County Administration**

<u>Project Description</u>	<u>Cost</u>
Renovation of Vacated Space at County Complex	\$5,200,000

**Total County Administration                      \$5,200,000**

## **VI.       Water and Sewer Improvements**

<u>Project Description</u>	<u>Cost</u>
Town of Coward                      Salem Road/McAllister Mill Road/Sand Hills Water Loop	\$750,000
Town of Coward                      Union School Road Tie to Scranton Water System	240,000
City of Florence                      Add up to 50 Fire Hydrants on existing mains for Windy Hill Fire District	250,000
City of Florence                      Add up to 50 Fire Hydrants on existing mains for West	250,000

City of Florence	Florence Fire District Add up to 50 Fire Hydrants on existing mains for Howe Springs Fire District	250,000
City of Lake City	Indiantown Road/S. Cameron Road Water Loop	690,000
City of Lake City	Burch Road/Old Georgetown Road/Camerontown Rd. Water Loop	593,000
City of Lake City	Frierson Road/O'Shay Road Water Loop	250,000
Town Of Olanta	Central Road/Hood St. Water Loop	440,000
Town Of Olanta	Butler Scurry Road/McKenzie Road Water Loop	500,000
Town Of Olanta	Olanta Fire Station Water Extension	65,000
Town of Scranton	Anderson Bridge Road Water Extension	140,000
<b>Total Water and Sewer Improvements</b>		<b>\$4,418,000</b>

## VII. Veteran Affairs

<u>Project Description</u>	<u>Cost</u>
Veterans Affairs County Administration Building	1,200,000
<b>Total Veteran Affairs</b>	<b>\$1,200,000</b>

## VIII. Municipalities

<u>Project Description</u>	<u>Cost</u>
City of Florence	
Road Improvements	
-- Corridor Enhancements (to include sidewalks, crossings, turn lanes, access, medians, and landscaping) to Dargan St. from Lucas St. to Cherokee Rd.; National Cemetery Rd. from Dargan St. to McCall Rd.; Vista St. from Dargan St. to Oakland Ave. and Sopkin St. from Oakland Ave. to Crown Cir.; Park Ave.; Pine St. from Dargan St. to McQueen St., then McQueen St. from Pine St. to Timrod Park Dr., then Cedar St. from McQueen St. to Park Ave. and Park Ave. from Cedar St. to Cherokee Rd.; E. Evans St. from N. Ravenel St. to Railroad Ave.; Irby St. from W. Cheves St. to Ashby Rd.; Darlington St. from Irby St. to Oakland Ave. and Oakland Ave. from Darlington St. to Norfolk St.	\$9,216,875
-- Intersection Improvements at Damon Dr. and Ansley St.; E. Palmetto St. Westbound at S. Church St.	1,031,250
-- Resurfacing of Malloy St. from Wilson Rd.; Spruce St. from Park Ave. to McQueen St.	340,625
-- Road Widening of Malloy St. from Maxwell St.; Roughfork St. and Maxwell St. from N. Irby St. to Malloy St.; S. Cashua Dr. from Palmetto St. to Second Loop Rd.; W. Sumter St. from N. Irby St. to N. Alexander St.; W. Radio Dr. from S. Ebenezer Rd. to David McLeod Blvd.; Woody Jones Blvd. from W. Radio Rd. to David McLeod Blvd.; Jarrott St. from Pine St. to National Cemetery Rd.; N. Alexander St. from Dixie St. to Darlington St.	9,125,625
Town of Timmonsville	
New Community Center	420,000
Magistrate's Building Renovations	180,000
Town of Pamplico	
Replace Pembroke Apt Pump Station	154,400
New Water Tank	873,280

	Shirley Road Water Line	154,697
	Water System Extension	1,706,720
Town of Olanta	Waterworks and Sewer System Improvements	750,000
	Municipal Building Improvements	130,000
City of Johnsonville	Prosser Recreation Complex	800,000
	Vox Water Line Project	4,378,000
Town of Coward	New Water Tank	1,000,000
	Expansion of Youth Baseball Field	200,000
Town of Quinby	New Town Hall	360,000
	Recreation/Community Building	720,000
Town of Scranton	Improvements to Scranton Nature Park	126,400
	Resurface Tennis Courts	32,000
	New Maintenance Building	349,600
City of Lake City	Water and Sewer Improvements	2,360,000
	Storm Water System Improvements	1,200,000
	New Water Tank	800,000
	New Multi Purpose Athletic Complex	400,000
	Renovation Building Housing the Lake City Chamber	160,000
	Roads and Parking Improvements at CJ Evans Field	400,000
<b>Total Municipalities</b>		<b>\$37,369,472</b>

#### **IX. Florence County Recreation**

<u>Project Description</u>	<u>Cost</u>
Roads and other infrastructure for New Soccer Complex	\$1,040,000
Various Park Improvements to Include:	
Ebenezer Park Playground Fall Surface Upgrade	400,000
Lynches River Park Shade Structures	
Lake City Community Park Road Paving	
Lynches River Athletic Park Sardis Paving Entrance	
Friendship Park Renovations	
<b>Total Florence County Recreation</b>	<b>\$1,440,000</b>

#### **X. Lake City Community Hospital**

<u>Project Description</u>	<u>Cost</u>
Improvements to Main Hospital	\$888,000
<b>Total Lake City Community Hospital</b>	<b>\$888,000</b>

#### **XI. Lynches Lake-Camp Branch Watershed District**

<u>Project Description</u>	<u>Cost</u>
Drainage Improvements	\$80,000
<b>Total Lynches Lake-Camp Branch Watershed</b>	<b>\$80,000</b>

## **XII. Road Paving and Drainage**

<u>Project Description</u>		<u>Cost</u>
Cato Road	Paving	\$2,500,000
Moulds Road	Paving	1,100,000
Country Lane	Paving	1,400,000
Cherry Johnson Road	Paving	1,900,000
Ball Park Road	Paving	1,500,000
McLaurin Road	Paving	600,000
Highland Road	Paving	250,000
Laurel Circle	Paving	600,000
Law Road	Paving	1,100,000
Paving and/or relocation of Koppers/Estate Road or Young Road as determined by County Council to promote economic development		4,000,000
Brookgreen	Drainage	1,000,000
Foxcroft	Drainage	300,000

**Total Road Paving and Drainage** **\$16,250,000**

## **XIII. General Road Improvements**

Paving, repaving, or otherwise improving (including without limitation the application of stone and crushed asphalt) the following roads:

<u>Project Description</u>	<u>Cost</u>
Council District 1: Swan Rd. from Park Ave. to last house; Windright Rd. from Hwy 378 to Swann Rd.; Hickson Rd. from S. Powell Rd. to S. Locklair Rd.; Widow St. from W. Camp Branch Rd. to Jordan Rd.; Old McAllister Rd. from Jordan Rd. to Chandler Mill Rd.; Chandler Mill Rd. from N. Matthews Rd. to Old McAllister Rd.; Maxie Thomas Rd. from Morris St. to Moore St.; Maxie Thomas Rd. from Hwy 52 to last house; W. O'Shay Rd. from N. Matthews Rd. to Frierson Rd.; W. O'Shay Rd. from Frierson Rd. to last house; Frierson Rd. from W. Camp Branch Rd. to W. O'Shay Rd.; Zola Rd. from McCutcheon Rd. to Hanna Rd.; Miles Rd. from Hwy 378 to First Oxtown Rd.; Donald Rd. from Casselman Rd. to Miles Rd.; Rodman Rd. from Cockfield Rd. to Dory Rd.; Rodman Rd. from Dory Rd. to Cow Pasture Rd.; Rodman Rd. from McCutcheon Rd. to last house; Barr St. from Graham Rd. to end of road; Old Farm Rd. from Vox Hwy to last house; Lance St. from Acline St. to Kelly St.; Thomas St. from S. Church St. to CSX RR; Gracelyn Cir. from N. Matthews Rd.; Calvin St. from Gracelyn Cir.; Tupelo Rd. from Moore St. to end of road; Retha Dr. from Kelly St. to end of road; King St. from Nesmith St. to Charles St.; Major Rd. from Gray Rd. to end of road; Slocum Ln. from Gray Rd. to end of road; Dennis Rd. from Cooktown Rd. to Old South Rd.; Bayne Ln. from Beulah Rd. to E. Plantation Rd.; portion of E. Plantation Rd.; S. Acline St. from Fairview St. to Graham Rd.; Baker Rd. from N. Camerontown Rd. to end of road; Barnwell St. from Bozy Rd. to Lee St.; Blanche St. from Northside Ln. to end of road; Windham Rd. from Owens Dr. to Blanche St.; Hurst St. from School Dr. to end of road; Judy Rd. from Hwy 378 to end of road; N. Pecan Rd. from Hwy 341 to N. Camerontown Rd.; S. Pecan Rd. from Hwy 341 to end of road; S. Locklair Rd. from Hwy 341 to Hickson Rd.; Sunburst Dr. from Cooktown Rd. to end of road; Thirty Rd. from Thirty Five Rd. to end of road; Thirty Five Rd. from Green Haven Ave. to Davis St.; Tranquility Rd. from Cockfield Rd. to Tyler Rd.; W. Cole Rd. from Davis St. to Maxie Thomas Rd.; Lake City Landfill/Manned Convenience Center Rd. from Hwy 341 to end of road; Lake City Manned Convenience Service Area on Lake City Landfill Rd.; Sequoia Rd.; Camelot Way from N. Country Club Rd. to Scotland Rd.; Dogwood Ln. from S. Morris St. to Middlecoff Rd.; Lancelot Way from Scotland Rd. to end of road; Lockwood Rd. from Middlecoff Rd. to Dogwood Ln.; McFaddin St. from Wallace St. to Ida St.; Salters St. from Wallace St. to Ida St.; Byrd St. from School Dr. to end of road; Fountain St. from School Dr. to end of road; Hurst St. from Hwy 52 to end of road; Mill St. from N. Church St. to Ball Park Rd.; N. Church St. (Scranton) from Mill St. to Railroad Ave.; School	\$4,033,853

Dr. from Byrd St. to end of road; and parking and roads at Lake City Sports Complex from S. Blanding St. to Graham Rd.

Council District 2: Bluff Rd.; Evans Rd.; Belle Thompson Rd.; Ervin Thomas Rd.; Franks Rd.; Law Rd.; Ball Park Rd.; Old Springs Rd.; Freeport Rd.; Singletary Loop Rd.; Saddle Town Rd.; Mustang Rd.; Capitola Rd.; Dud Rd.; Lewis Ln.; Broken Branch Rd.; Wood Berry Rd.; Keith Rd.; Chestnut Rd.; Ashley Rd.; Glen Haven Rd.; and Dulie Ln. 4,033,853

Council District 3: Athens St.; Brunson St.; Dargan St. from Hwy 52 to Vista St.; Timmons St.; Bradford St.; Wilson St.; Liberty St.; Boyd St.; Commander St.; Vista St.; Light St.; Stackley St.; Hemingway St.; Marlboro St.; E. Marion St.; Freeman St.; Dixie St.; Ingram St.; Alexander St.; Harmony St.; Harrell St.; Lawson St.; Sanborn St.; N. McQueen St.; W. Marion St.; Pennsylvania St.; Carver St.; Gladstone St.; Fairfield Cir.; Waverly St.; Sidewalks on Irby St. from Wilson Road to Sam Harrell Rd.; Sidewalks on Dargan St. from Hwy 52 to Vista St.; Sidewalks on Roughfolk St.; Sidewalks on Sopkin Ave.; Widen entrance road to County Complex and bury adjacent power lines; and W. Louise Rd. 4,033,853

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Council District 5: Horace Matthews Rd.; Carnell Dr.; S. Canal Dr.; Circle Dr.; Margo Ln.; Milestone Rd.; C. W. Robinson Rd.; Trails End Rd.; Dunlap Rd.; Sam Lee Rd.; S. Railroad Ave.; Java Rd.; Round Tree Rd.; E. Eagerton Rd.; Doric Rd.; Ben Gause Rd.; Silver Leaf Rd.; and Railroad Ave. (Scranton). 4,033,853

Council District 6: Charlie Cade Rd.; Coleman Rd.; Spring Branch Rd.; Willow Grove Rd.; Haven Rd.; Magic Dr.; Danieltown Rd.; Pepper Tree Rd.; Antique Cir.; Diamond Head Loop Rd.; Pecan Grove Rd.; Hosea Gibbs Rd.; Tabernacle Rd.; Boling Rd.; Cart Rd.; W. Turner Gate Rd.; Brick House Rd.; Eureka Rd.; Quail Harbor Cir.; Taylor Hill Cir.; James Town Rd.; Fleetwood Dr.; Ard St.; Wickerwood Rd.; Large Farm Rd.; Camp Wiggins Rd.; Horse Shoe Rd.; Benton Rd.; Freeman Ln.; Nita Cain Rd.; South Wind Rd.; and Gum Rd. 4,033,853

Council District 7: Hughes Cir. (off TV Rd.); Joan Rd. (off TV Rd.); John C. Calhoun Rd.; Wilson Rd.; Pocket Rd.; W. Black Creek Rd.; W. McIver Rd.; R. Bar M. Ranch Rd.; Tara Dr.; Raiford Ln.; Calvert's Ct.; Shamrock Rd.; and Clayton Ct. 4,033,853

Council District 8: Maulden Dr.; Crowland Estates; E. and W. Sandhurst Dr.; Stratford Cir.; Castleberry Dr.; Westmoreland Ave.; Devonshire Dr.; Longwood Dr.; Woods Dr.; Rosedale St.; St. Anthony Dr.; Jones Rd.; Winthrop Dr.; Progress St.; Lee St.; Saluda Ave.; Sewanee Ave.; Chestnut St.; Kalmia St.; Sesame St.; Cedar St. from Franklin to Adams Ave.; Waters Ave. from Park to Lawson; Sylvan Dr.; Cedar Lawn Court; Lakeside Drive; Richburg Ln.; Jeffries Ln.; Hondros Cir.; Constantine Dr.; Rollins Ave.; Fitz Randolph Cir.; Shore Ln.; Marion Ave.; Virginia Acres; Poinsette Ave.; Melrose Ave.; Courtland Ave.; Hillside Dr.; Wisteria Dr.; Margaret Dr.; Dunvegan Rd.; Roseneath Rd.; Beverly Dr.; Alton Cir.; Lindberg Dr.; Woodstone Dr.; DeBerry Blvd.; Dorchester Rd.; Fairfax Rd.; Cherry Blossom Ln.; Valpariso Dr.; Wayne St.; Sweetbriar St.; Furman Dr.; Converse Dr. from Third Loop north; Gabel Ridge Dr.; Durant Dr.; Joseph Circle; Westminster Dr.; Langley Dr.; and Mayfair Terrace. 4,033,853

Council District 9: Hampton Pointe subdivision (Aberdeen Ct., Blaire Ct., Bridgeport Ct., Danvers Ct., New Gate Ct., Parliament Cir., S. Addison St., S. Barrington Dr., S. Brunswick Ct., S. Harrington Ct., Victoria Ct., W. Hampton Pointe Dr., and Winslow Ct.); Whitehall Annex subdivision (Albemarle Blvd., Banbury Cir., Bedford Ln., Milford Ln., South Arundel Dr., and St. James Ln.); Village Green and Waterford subdivisions (Greenview Dr., Key Largo Ct., and Waterford Dr.); Springdale and Villa Arno subdivisions (Guilford Cir., Perth St., Springfield St., 4,033,853

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<b>Total General Road Improvements</b>	<b>\$39,254,679</b>
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<b>Grand Total of all projects</b>	<b>\$145,000,000</b>
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And must Florence County Council be authorized to issue not exceeding \$125,000,000 principal amount of general obligation bonds of Florence County, provided that the proceeds of such bonds shall be applied to defray the costs of the foregoing purposes, plus issuance costs, and provided further that in the event the sales and use tax to be imposed as stated herein is inadequate for the payment of such bonds, such bonds shall be payable from an ad valorem tax imposed on all taxable property in Florence County?

Yes [ ]

No [ ]

**INSTRUCTIONS TO VOTERS:** If you are in favor of the question, touch the screen next to the word "Yes"; if you are opposed to the question, touch the screen next to the word "No."

*[Alternative Instructions for absentee/paper ballots to be provided by Florence County Election Commission.]*

\* \* \* \*

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

NOTICE OF REFERENDUM  
TO BE HELD ON TUESDAY  
NOVEMBER 5, 2013

NOTICE IS HEREBY GIVEN that a Referendum will be held in Florence County, South Carolina (the "County"), on November 5, 2013, for the purpose of submitting to all persons qualified to vote in the County, under the Constitution and laws of the State of South Carolina the following question:

Question

"Must a special one percent sales and use tax be imposed in Florence County for not more than seven years to raise the amounts specified for the following purposes:

The cost of acquiring (including, in certain instances, the acquisition of real property), constructing, furnishing, and equipping the following projects:

**I. Public Safety – Fire**

<u>Project Description</u>	<u>Cost</u>
Johnsonville Rural Fire District	New Main Station and Training Facility on Highway 41/51 \$1,800,000
	New Kingsburg Station 600,000
Windy Hill Fire District	New Quinby Station 1,800,000
Howe Springs Fire District	New Main Station 3,700,000
South Lynches Fire District	Classroom, Logistics, and Maintenance Facility 1,000,000
	Upgrades to Station One Facilities 1,000,000
	Upgrades at Nine Fire Stations 500,000
West Florence Fire District	New Station on Hoffmeyer Road 1,500,000
	Addition to Station One on Pine Needles Road to Include 1,000,000
	Living Quarters, Training, and Office Space
Hannah Salem Friendfield Fire District	2 New Stations at Friendfield and Flemingtown 1,745,000
	Upgrade Stations One and Two 1,400,000
	Upgrade Stations Three and Four 900,000
Olanda Rural Fire District	Upgrade Main Station 520,000
Sardis Timmons ville Fire District	Station One Addition to Include Living Quarters and Training 150,000
	Facilities
	New Cartersville Station 750,000
	Timmons ville Rescue Squad Building 80,000
<b>Total Public Safety – Fire</b>	
<b>\$18,445,000</b>	



## II. Public Safety – EMS

<u>Project Description</u>	<u>Cost</u>
EMS Station Timmons ville	\$740,000
EMS Station Florence	740,000
<b>Total Public Safety – EMS</b>	<b>\$1,480,000</b>

## III. Emergency Management

<u>Project Description</u>	<u>Cost</u>
Radio Upgrades and Improvements to all Emergency Management Facilities	\$15,000,000
New Emergency Operations Center Building	4,955,251
<b>Total Emergency Management</b>	<b>\$19,955,251</b>

## IV. Sheriff

<u>Project Description</u>	<u>Cost</u>
Replacement of Boilers & Water Heaters at County Jail	\$800,000
Addition of Flex Units and Safety Upgrades at County Jail	189,600
New Storage Building	160,000
New K-9 Training Facility	20,000
Renovations at Law Enforcement Center	800,000
<b>Total Sheriff</b>	<b>\$1,969,600</b>

## V. County Administration

<u>Project Description</u>	<u>Cost</u>
Renovation of Vacated Space at County Complex	\$5,200,000
<b>Total County Administration</b>	<b>\$5,200,000</b>

## VI. Water and Sewer Improvements

<u>Project Description</u>	<u>Cost</u>	
Town of Coward	Salem Road/McAllister Mill Road/Sand Hills Water Loop	\$750,000
Town of Coward	Union School Road Tie to Scranton Water System	240,000
City of Florence	Add up to 50 Fire Hydrants on existing mains for Windy Hill Fire District	250,000
City of Florence	Add up to 50 Fire Hydrants on existing mains for West Florence Fire District	250,000
City of Florence	Add up to 50 Fire Hydrants on existing mains for Howe Springs Fire District	250,000
City of Lake City	Indiantown Road/S. Cameron Road Water Loop	690,000
City of Lake City	Burch Road/Old Georgetown Road/Camerontown Rd. Water Loop	593,000
City of Lake City	Frierson Road/O'Shay Road Water Loop	250,000
Town Of Olanta	Central Road/Hood St. Water Loop	440,000

Town Of Olanta	Butler Scurry Road/McKenzie Road Water Loop	500,000
Town Of Olanta	Olanta Fire Station Water Extension	65,000
Town of Scranton	Anderson Bridge Road Water Extension	140,000
<b>Total Water and Sewer Improvements</b>		<b>\$4,418,000</b>

## VII. Veteran Affairs

<u>Project Description</u>	<u>Cost</u>
Veterans Affairs County Administration Building	1,200,000
<b>Total Veteran Affairs</b>	<b>\$1,200,000</b>

## VIII. Municipalities

<u>Project Description</u>	<u>Cost</u>
City of Florence	
Road Improvements	
-- Corridor Enhancements (to include sidewalks, crossings, turn lanes, access, medians, and landscaping) to Dargan St. from Lucas St. to Cherokee Rd.; National Cemetery Rd. from Dargan St. to McCall Rd.; Vista St. from Dargan St. to Oakland Ave. and Sopkin St. from Oakland Ave. to Crown Cir.; Park Ave.; Pine St. from Dargan St. to McQueen St., then McQueen St. from Pine St. to Timrod Park Dr., then Cedar St. from McQueen St. to Park Ave. and Park Ave. from Cedar St. to Cherokee Rd.; E. Evans St. from N. Ravenel St. to Railroad Ave.; Irby St. from W. Cheves St. to Ashby Rd.; Darlington St. from Irby St. to Oakland Ave. and Oakland Ave. from Darlington St. to Norfolk St.	\$9,216,875
-- Intersection Improvements at Damon Dr. and Ansley St.; E. Palmetto St. Westbound at S. Church St.	1,031,250
-- Resurfacing of Malloy St. from Wilson Rd.; Spruce St. from Park Ave. to McQueen St.	340,625
-- Road Widening of Malloy St. from Maxwell St.; Roughfork St. and Maxwell St. from N. Irby St. to Malloy St.; S. Cashua Dr. from Palmetto St. to Second Loop Rd.; W. Sumter St. from N. Irby St. to N. Alexander St.; W. Radio Dr. from S. Ebenezer Rd. to David McLeod Blvd.; Woody Jones Blvd. from W. Radio Rd. to David McLeod Blvd.; Jarrott St. from Pine St. to National Cemetery Rd.; N. Alexander St. from Dixie St. to Darlington St.	9,125,625
Town of Timmons ville	
New Community Center	420,000
Magistrate's Building Renovations	180,000
Town of Pamplico	
Replace Pembrook Apt Pump Station	154,400
New Water Tank	873,280
Shirley Road Water Line	154,697
Water System Extension	1,706,720
Town of Olanta	
Waterworks and Sewer System Improvements	750,000
Municipal Building Improvements	130,000
City of Johnsonville	
Prosser Recreation Complex	800,000
Vox Water Line Project	4,378,000

Town of Coward	New Water Tank	1,000,000
	Expansion of Youth Baseball Field	200,000
Town of Quinby	New Town Hall	360,000
	Recreation/Community Building	720,000
Town of Scranton	Improvements to Scranton Nature Park	126,400
	Resurface Tennis Courts	32,000
	New Maintenance Building	349,600
City of Lake City	Water and Sewer Improvements	2,360,000
	Storm Water System Improvements	1,200,000
	New Water Tank	800,000
	New Multi Purpose Athletic Complex	400,000
	Renovation Building Housing the Lake City Chamber	160,000
	Roads and Parking Improvements at CJ Evans Field	400,000
<b>Total Municipalities</b>		<b>\$37,369,472</b>

#### **IX. Florence County Recreation**

<u>Project Description</u>	<u>Cost</u>
Roads and other infrastructure for New Soccer Complex	\$1,040,000
Various Park Improvements to Include:	
Ebenezer Park Playground Fall Surface Upgrade	400,000
Lynches River Park Shade Structures	
Lake City Community Park Road Paving	
Lynches River Athletic Park Sardis Paving Entrance	
Friendship Park Renovations	
<b>Total Florence County Recreation</b>	<b>\$1,440,000</b>

#### **X. Lake City Community Hospital**

<u>Project Description</u>	<u>Cost</u>
Improvements to Main Hospital	\$888,000
<b>Total Lake City Community Hospital</b>	<b>\$888,000</b>

#### **XI. Lynches Lake-Camp Branch Watershed District**

<u>Project Description</u>	<u>Cost</u>
Drainage Improvements	\$80,000
<b>Total Lynches Lake-Camp Branch Watershed</b>	<b>\$80,000</b>

#### **XII. Road Paving and Drainage**

<u>Project Description</u>	<u>Cost</u>
Cato Road Paving	\$2,500,000
Moulds Road Paving	1,100,000
Country Lane Paving	1,400,000
Cherry Johnson Road Paving	1,900,000

Ball Park Road	Paving	1,500,000
McLaurin Road	Paving	600,000
Highland Road	Paving	250,000
Laurel Circle	Paving	600,000
Law Road	Paving	1,100,000
Paving and/or relocation of Koppers/Estate Road or Young Road as determined by County Council to promote economic development		4,000,000
Brookgreen	Drainage	1,000,000
Foxcroft	Drainage	300,000
<b>Total Road Paving and Drainage</b>		<b>\$16,250,000</b>

### XIII. General Road Improvements

Paving, repaving, or otherwise improving (including without limitation the application of stone and crushed asphalt) the following roads:

<u>Project Description</u>	<u>Cost</u>
Council District 1: Swan Rd. from Park Ave. to last house; Windright Rd. from Hwy 378 to Swann Rd.; Hickson Rd. from S. Powell Rd. to S. Locklair Rd.; Widow St. from W. Camp Branch Rd. to Jordan Rd.; Old McAllister Rd. from Jordan Rd. to Chandler Mill Rd.; Chandler Mill Rd. from N. Matthews Rd. to Old McAllister Rd.; Maxie Thomas Rd. from Morris St. to Moore St.; Maxie Thomas Rd. from Hwy 52 to last house; W. O'Shay Rd. from N. Matthews Rd. to Frierson Rd.; W. O'Shay Rd. from Frierson Rd. to last house; Frierson Rd. from W. Camp Branch Rd. to W. O'Shay Rd.; Zola Rd. from McCutcheon Rd. to Hanna Rd.; Miles Rd. from Hwy 378 to First Oxtown Rd.; Donald Rd. from Casselman Rd. to Miles Rd.; Rodman Rd. from Cockfield Rd. to Dory Rd.; Rodman Rd. from Dory Rd. to Cow Pasture Rd.; Rodman Rd. from McCutcheon Rd. to last house; Barr St. from Graham Rd. to end of road; Old Farm Rd. from Vox Hwy to last house; Lance St. from Acline St. to Kelly St.; Thomas St. from S. Church St. to CSX RR; Gracelyn Cir. from N. Matthews Rd.; Calvin St. from Gracelyn Cir.; Tupelo Rd. from Moore St. to end of road; Retha Dr. from Kelly St. to end of road; King St. from Nesmith St. to Charles St.; Major Rd. from Gray Rd. to end of road; Slocum Ln. from Gray Rd. to end of road; Dennis Rd. from Cooktown Rd. to Old South Rd.; Bayne Ln. from Beulah Rd. to E. Plantation Rd.; portion of E. Plantation Rd.; S. Acline St. from Fairview St. to Graham Rd.; Baker Rd. from N. Camerontown Rd. to end of road; Barnwell St. from Bozy Rd. to Lee St.; Blanche St. from Northside Ln. to end of road; Windham Rd. from Owens Dr. to Blanche St.; Hurst St. from School Dr. to end of road; Judy Rd. from Hwy 378 to end of road; N. Pecan Rd. from Hwy 341 to N. Camerontown Rd.; S. Pecan Rd. from Hwy 341 to end of road; S. Locklair Rd. from Hwy 341 to Hickson Rd.; Sunburst Dr. from Cooktown Rd. to end of road; Thirty Rd. from Thirty Five Rd. to end of road; Thirty Five Rd. from Green Haven Ave. to Davis St.; Tranquility Rd. from Cockfield Rd. to Tyler Rd.; W. Cole Rd. from Davis St. to Maxie Thomas Rd.; Lake City Landfill/Manned Convenience Center Rd. from Hwy 341 to end of road; Lake City Manned Convenience Service Area on Lake City Landfill Rd.; Sequoia Rd.; Camelot Way from N. Country Club Rd. to Scotland Rd.; Dogwood Ln. from S. Morris St. to Middlecoff Rd.; Lancelot Way from Scotland Rd. to end of road; Lockewood Rd. from Middlecoff Rd. to Dogwood Ln.; McFaddin St. from Wallace St. to Ida St.; Salters St. from Wallace St. to Ida St.; Byrd St. from School Dr. to end of road; Fountain St. from School Dr. to end of road; Hurst St. from Hwy 52 to end of road; Mill St. from N. Church St. to Ball Park Rd.; N. Church St. (Scranton) from Mill St. to Railroad Ave.; School Dr. from Byrd St. to end of road; and parking and roads at Lake City Sports Complex from S. Blanding St. to Graham Rd.	\$4,033,853
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<b>Total General Road Improvements</b>	<b>\$39,254,679</b>
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<b>Grand Total of all projects</b>	<b>\$145,000,000</b>
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And must Florence County Council be authorized to issue not exceeding \$125,000,000 principal amount of general obligation bonds of Florence County, provided that the proceeds of such bonds shall be applied to defray the costs of the foregoing purposes, plus issuance costs, and provided further that in the event the sales and use tax to be imposed as stated herein is inadequate for the payment of such bonds, such bonds shall be payable from an ad valorem tax imposed on all taxable property in Florence County?

The question is being submitted pursuant Title 4, Chapter 10, Article 3, Code of Laws of South Carolina, 1976 as amended, and an ordinance of Florence County Council enacted on \_\_\_\_\_, 2013 (the "Ordinance"). The referendum ordered by the Ordinance includes the authorizations of both the imposition of a sales and use tax and the issuance of general obligation bonds in the principal amount of not exceeding \$125,000,000. If a majority of the qualified electors of the County voting in the Referendum vote in favor of the question, (a) a one percent sales and use tax will be imposed in Florence County for seven years, beginning on May 1, 2014 (immediately upon termination of a sales and use tax now imposed in the County pursuant to a referendum held on November 7, 2006), and will continue to April 30, 2021, and (b) Florence County Council will be authorized to issue not exceeding \$125,000,000 principal amount of general obligation bonds of Florence County to defray a portion of the costs of the projects listed above and issuance costs. The receipts from the sales and use tax will be applied to pay the debt service on such bonds, and, as available, the cost of the projects listed above in the manner set forth in the Ordinance.

Every person offering to vote must be at least eighteen (18) year of age, must reside in the County and must be duly registered on the books of registration for the County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must produce, upon presenting himself or herself to vote, a valid and current: (1) South

Carolina driver's license, (2) other form of identification containing a photograph issued by the South Carolina Department of Motor Vehicles, (3) passport, (4) military identification containing a photograph issued by the federal government, or (5) South Carolina voter registration card containing a photograph of the voter. Persons who do not or cannot present valid and current identification as provided herein may cast a provisional ballot in accordance with Section 7-13-710, Code of Laws of South Carolina, 1976, as amended.

Any persons wishing to register to vote in the Referendum, if registering by mail, must have such registration postmarked not later than October 5, 2013, to the Florence County Voter Registration and Election Commission, 219 Third Loop Road, Florence, South Carolina 29505, telephone (843) 665-3094, or, if registering to vote in person, must do so by no later than \_\_\_\_\_ p.m. on October \_\_\_\_, 2013. Voter registration forms are available online, but must be postmarked by October 5, 2013; instructions are available via internet at [http://scvotes.org/south\\_carolina\\_voter\\_registration\\_information](http://scvotes.org/south_carolina_voter_registration_information).

Any such registered elector who has moved his or her place of residence within the County after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote in his or her previous precinct of residence in the Referendum; provided, however, in case any registered elector shall have moved from one precinct in the County to another precinct in the County within thirty days prior to November 5, 2013, and shall have surrendered his registration certificate and has received a new certificate, such elector may vote in the precinct provided for by such new certificate. Persons who become of age during the 30 day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

Any person eligible to register to vote in the Referendum who has been discharged or separated from his service in the Armed Forces of the United States prior to November 5, 2013, and has returned home too late to register at the time when registration is required, is entitled to register for the purpose of voting in the Referendum after the discharge or separation from service, up to 5:00 p.m. on the day of the Referendum. This application for registration must be made at the office of the Florence County Voter Registration and Elections Commission, and if qualified, the person must be issued a registration notification stating the

precinct in which he is entitled to vote and a certification to the managers of the precinct that he is entitled to vote and should be placed on the registration rolls of the precinct.

The polls shall be open from 7:00 a.m. until 7:00 p.m. at the polling places designated below and shall be open during these hours without intermission or adjournment. Appropriate vote recorders will be provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Florence County Voter Registration and Elections Commission. The Managers of Election shall see that each person offering to vote takes the oath that he is qualified to vote at this election according to the Constitution of this State, and that he has not voted before in this election. The precincts within the County and locations of the several polling places for such Referendum are as follows:

<b>Precinct Number</b>	<b>Name</b>	<b>Location</b>
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*[Precinct information to be inserted by Florence County Election Commission]*

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his employer, an agent of his employer, or an officer or agent of his union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove, or were driven to the polls. When notified, the Managers will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee balloting should contact the Florence County Voter Registration and Elections Commission at (843) 665-3094.

The Florence County Voter Registration and Elections Commission shall hold a hearing on Ballots challenged in the election on Thursday, November 7, 2013 at \_\_\_\_:00 a.m., at \_\_\_\_\_,  
Florence, South Carolina

Chairman, Florence County Council

Chair, Florence County Voter Registration and  
Elections Commission

\* \* \* \*



A RESOLUTION

OF THE FLORENCE COUNTY CAPITAL PROJECT SALES TAX COMMISSION  
RECOMMENDING THE IMPOSITION OF A CAPITAL PROJECT SALES TAX IN FLORENCE  
COUNTY; RECOMMENDING CAPITAL PROJECTS WITHIN FLORENCE COUNTY TO BE  
FUNDED BY A ONE PERCENT SALES AND USE TAX, IF APPROVED IN A REFERENDUM;  
RECOMMENDING THE SPECIFIC PURPOSE OR PURPOSES AND DESIGNATING THE  
PROJECTS FOR WHICH THE PROCEEDS OF SUCH TAX SHALL BE USED; RECOMMENDING  
THE MAXIMUM TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; ESTIMATING THE  
APPROXIMATE COST OF PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX  
AND THE MAXIMUM AMOUNT OF NET PROCEEDS TO BE RAISED BY SUCH TAX;  
RECOMMENDING GENERAL OBLIGATION BONDS BE ISSUED, RECOMMENDING THAT A  
REFERENDUM BE CONDUCTED ON THE IMPOSITION OF A ONE PER CENT SALES AND USE  
TAX PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT AND THE ISSUANCE OF THE  
AFORESAID GENERAL OBLIGATION BONDS ON NOVEMBER 5, 2013; RECOMMENDING THE  
PRIORITY IN WHICH THE PROJECTS ARE TO BE FUNDED; FORMULATING THE  
REFERENDUM QUESTION THAT IS TO APPEAR ON THE BALLOT IN SUCH REFERENDUM;  
AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE FLORENCE COUNTY CAPITAL PROJECT SALES TAX COMMISSION, IN PUBLIC MEETING DULY ASSEMBLED:

SECTION 1. Recitals and Findings. As an incident to the adoption of this Resolution, the Florence County Capital Project Sales Tax Commission has made the following findings:

(a) The South Carolina General Assembly has enacted the Capital Project Sales Tax Act, S. C. Code Ann. Section 4-10-300, et seq. (the "Sales Tax Act"), pursuant to which Florence County Council (the "Council"), the governing body of Florence County, South Carolina, may impose a one percent sales and use tax by ordinance, subject to a referendum, within the county area for a specific purpose or purposes and for a limited amount of time.

(b) Florence County is currently imposing and collecting a one-percent sales and use tax as authorized by the Sales Tax Act pursuant to a favorable referendum held in Florence County on November 7, 2006, such current tax being set to terminate on April 30, 2014.

(c) The Florence County Capital Project Sales Tax Commission (the "Commission"), duly created by the Council pursuant to the Sales Tax Act and being empowered thereunder to formulate a ballot question for the Referendum (as hereinafter defined), has considered proposals for funding capital projects within Florence County in accordance with the provisions of the Sales Tax Act. Based upon the information received at the numerous public meetings held by the Commission, and such other materials and information as the Commission deemed necessary and relevant, the Commission has made the determinations and recommendations set forth in the remaining sections of this Resolution.

SECTION 2. Determination of Projects; Estimates of Costs; Priority of Funding.

The Commission has determined that the design, engineering, construction, expansion, improvement, or acquisition of the following capital projects set forth in Exhibit "A" hereto (the "Capital Projects") shall be undertaken in accordance with the provisions of the Sales Tax Act.

SECTION 3. Commission Recommendation of Referendum; Ballot Question.

3.1 The Commission has determined that the question to be on the ballot of the referendum to be held in Florence County on November 5, 2013 (the "Referendum"), must read substantially as set forth in Exhibit "B," with such technical modifications and changes thereto as may be required by law and approved by Council.

SECTION 4. Recommendations of Commission for Adoption of Capital Project Sales and Use Tax, Subject to Referendum.

4.1 The Commission recommends that a capital project sales and use tax (the "Sales Tax"), as authorized by the Sales Tax Act, be imposed in Florence County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a special referendum on the imposition of such Sales Tax, which the Commission recommends be held in Florence County on November 5, 2013.

4.2 The Commission recommends that the Sales Tax be imposed in Florence County for a period of not exceeding seven (7) years from the date of imposition, but, as provided by law, the tax must terminate on April 30 of an odd numbered year.

4.3 The Commission recommends that general obligation bonds in an amount not to exceed \$125,000,000 be issued so that the Capital Projects can be undertaken simultaneously to the extent feasible, and that the ballot appearing as Exhibit "B" reflect such recommendation.

4.4 The Commission estimates the cost of the Capital Projects to be funded from the proceeds of the sales and use tax recommended herein will not exceed, in the aggregate, the sum of \$145,000,000. In the event general obligation bonds are issued, the maximum estimated amount of net proceeds to be raised by the proposed sales and use tax to be used to pay debt service on such bonds and the costs of issuance thereof is estimated to be approximately \$135,000,000. The Commission recommends that the remaining proceeds of the sales and use tax recommended herein be applied direct to the costs of the Capital Projects.

SECTION 5. Submission of Resolution to County Council.

A copy of this Resolution of the Florence County Capital Project Sales Tax Commission shall be submitted to the Council.

SECTION 6. Effective Date.

This Resolution shall be effective immediately upon its adoption.

ADOPTED THIS 15<sup>th</sup> DAY OF JULY, 2013.

FLORENCE COUNTY CAPITAL PROJECT SALES  
TAX COMMISSION



Scotty Campbell  
Chairman

DRAFT

## CERTIFICATE OF RESOLUTION

**THIS IS TO CERTIFY** that the foregoing is an exact, verbatim copy of a Resolution adopted at a duly called and held meeting of the Florence County Capital Project Sales Tax Commission, held on July 15, 2013, at which meeting a quorum was present and remained throughout and which meeting was open to the public.

Written public notice of the meeting was given by posting a copy of the notice, containing the date, time and place of such meeting, at the principal office of Florence County Council. The agenda for the meeting was posted on a bulletin board at the office of Florence County Council at least twenty-four (24) hours prior to the meeting. An effort was made on behalf of the Commission to notify local news media and such other news media as may request official notification of the time, date, place and agenda of the meeting. The efforts were noted in the minutes of such meeting.

The Resolution has been recorded in the County's record of proceedings and remains in my custody as Clerk, and the Resolution remains in full force and effect and has not been amended, modified, or repealed.

WITNESS my hand this 15<sup>th</sup> day of July, 2013.

  
Clerk, Florence County Council,  
South Carolina

**EXHIBIT A****CAPITAL PROJECTS**

The cost of acquiring (including, in certain instances, the acquisition of real property), constructing, furnishing, and equipping the following projects:

**I. Public Safety – Fire**

<u>Project Description</u>	<u>Cost</u>
Johnsonville Rural Fire District	
New Main Station and Training Facility on Highway 41/51	\$1,800,000
New Kingsburg Station	600,000
Windy Hill Fire District	
New Quinby Station	1,800,000
Howe Springs Fire District	
New Main Station	3,700,000
South Lynches Fire District	
Classroom, Logistics, and Maintenance Facility	1,000,000
Upgrades to Station One Facilities	1,000,000
Upgrades at Nine Fire Stations	500,000
West Florence Fire District	
New Station on Hoffmeyer Road	1,500,000
Addition to Station One on Pine Needles Road to Include Living Quarters, Training, and Office Space	1,000,000
Hannah Salem Friendfield Fire District	
2 New Stations at Friendfield and Flemington	1,745,000
Upgrade Stations One and Two	1,400,000
Upgrade Stations Three and Four	900,000
Olanta Rural Fire District	
Upgrade Main Station	520,000
Sardis Timmons Fire District	
Station One Addition to Include Living Quarters and Training Facilities	150,000
New Cartersville Station	750,000
Timmons Fire Rescue Squad Building	80,000
<b>Total Public Safety – Fire</b>	<b>\$18,445,000</b>

**II. Public Safety – EMS**

<u>Project Description</u>	<u>Cost</u>
EMS Station Timmons Fire District	\$740,000
EMS Station Florence	740,000
<b>Total Public Safety – EMS</b>	<b>\$1,480,000</b>

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### III. Emergency Management

<u>Project Description</u>	<u>Cost</u>
Radio Upgrades and Improvements to all Emergency Management Facilities	\$15,000,000
New Emergency Operations Center Building	4,955,251
<b>Total Emergency Management</b>	<b>\$19,955,251</b>

### IV. Sheriff

<u>Project Description</u>	<u>Cost</u>
Replacement of Boilers & Water Heaters at County Jail	\$800,000
Addition of Flex Units and Safety Upgrades at County Jail	189,600
New Storage Building	160,000
New K-9 Training Facility	20,000
Renovations at Law Enforcement Center	800,000
<b>Total Sheriff</b>	<b>\$1,969,600</b>

### V. County Administration

<u>Project Description</u>	<u>Cost</u>
Renovation of Vacated Space at County Complex	\$5,200,000
<b>Total County Administration</b>	<b>\$5,200,000</b>

### VI. Water and Sewer Improvements

<u>Project Description</u>	<u>Cost</u>
Town of Coward Salem Road/McAllister Mill Road/Sand Hills Water Loop	\$750,000
Town of Coward Union School Road Tie to Scranton Water System	240,000
City of Florence Add up to 50 Fire Hydrants on existing mains for Windy Hill Fire District	250,000
City of Florence Add up to 50 Fire Hydrants on existing mains for West Florence Fire District	250,000
City of Florence Add up to 50 Fire Hydrants on existing mains for Howe Springs Fire District	250,000
City of Lake City Indiantown Road/S. Cameron Road Water Loop	690,000
City of Lake City Burch Road/Old Georgetown Road/Camerontown Rd. Water Loop	593,000
City of Lake City Frierson Road/O'Shay Road Water Loop	250,000
Town Of Olanta Central Road/Hood St. Water Loop	440,000
Town Of Olanta Butler Scurry Road/McKenzie Road Water Loop	500,000
Town Of Olanta Olanta Fire Station Water Extension	65,000
Town of Scranton Anderson Bridge Road Water Extension	140,000
<b>Total Water and Sewer Improvements</b>	<b>\$4,418,000</b>

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## VII. Veteran Affairs

<u>Project Description</u>	<u>Cost</u>
Veterans Affairs County Administration Building	1,200,000
<b>Total Veteran Affairs</b>	<b>\$1,200,000</b>

## VIII. Municipalities

<u>Project Description</u>	<u>Cost</u>
City of Florence	
Road Improvements	
-- Corridor Enhancements (to include sidewalks, crossings, turn lanes, access, medians, and landscaping) to Dargan St. from Lucas St. to Cherokee Rd.; National Cemetery Rd. from Dargan St. to McCall Rd.; Vista St. from Dargan St. to Oakland Ave. and Sopkin St. from Oakland Ave. to Crown Cir.; Park Ave.; Pine St. from Dargan St. to McQueen St., then McQueen St. from Pine St. to Timrod Park Dr., then Cedar St. from McQueen St. to Park Ave. and Park Ave. from Cedar St. to Cherokee Rd.; E. Evans St. from N. Ravenel St. to Railroad Ave.; Irby St. from W. Cheves St. to Ashby Rd.; Darlington St. from Irby St. to Oakland Ave. and Oakland Ave. from Darlington St. to Norfolk St.	\$9,216,875
-- Intersection Improvements at Damon Dr. and Ansley St.; E. Palmetto St. Westbound at S. Church St.	1,031,250
-- Resurfacing of Malloy St. from Wilson Rd.; Spruce St. from Park Ave. to McQueen St.	340,625
-- Road Widening of Malloy St. from Maxwell St.; Roughfork St. and Maxwell St. from N. Irby St. to Malloy St.; S. Cashua Dr. from Palmetto St. to Second Loop Rd.; W. Sumter St. from N. Irby St. to N. Alexander St.; W. Radio Dr. from S. Ebenezer Rd. to David McLeod Blvd.; Woody Jones Blvd. from W. Radio Rd. to David McLeod Blvd.; Jarrott St. from Pine St. to National Cemetery Rd.; N. Alexander St. from Dixie St. to Darlington St.	9,125,625
Town of Timmons ville	
New Community Center	420,000
Magistrate's Building Renovations	180,000
Town of Pamplico	
Replace Pembroke Apt Pump Station	154,400
New Water Tank	873,280
Shirley Road Water Line	154,697
Water System Extension	1,706,720
Town of Olanta	
Waterworks and Sewer System Improvements	750,000
Municipal Building Improvements	130,000
City of Johnsonville	
Prosser Recreation Complex	800,000
Vox Water Line Project	4,378,000
Town of Coward	
New Water Tank	1,000,000
Expansion of Youth Baseball Field	200,000
Town of Quinby	
New Town Hall	360,000
Recreation/Community Building	720,000



Town of Scranton	Improvements to Scranton Nature Park	126,400
	Resurface Tennis Courts	32,000
	New Maintenance Building	349,600
City of Lake City	Water and Sewer Improvements	2,360,000
	Storm Water System Improvements	1,200,000
	New Water Tank	800,000
	New Multi Purpose Athletic Complex	400,000
	Renovation Building Housing the Lake City Chamber	160,000
	Roads and Parking Improvements at CJ Evans Field	400,000
<b>Total Municipalities</b>		<b>\$37,369,472</b>

**IX. Florence County Recreation**

<u>Project Description</u>	<u>Cost</u>
Roads and other infrastructure for New Soccer Complex	\$1,040,000
Various Park Improvements to Include:	
Ebenezer Park Playground Fall Surface Upgrade	400,000
Lynches River Park Shade Structures	
Lake City Community Park Road Paving	
Lynches River Athletic Park Sardis Paving Entrance	
Friendship Park Renovations	
<b>Total Florence County Recreation</b>	<b>\$1,440,000</b>

**X. Lake City Community Hospital**

<u>Project Description</u>	<u>Cost</u>
Improvements to Main Hospital	\$888,000
<b>Total Lake City Community Hospital</b>	<b>\$888,000</b>

**XI. Lynches Lake-Camp Branch Watershed District**

<u>Project Description</u>	<u>Cost</u>
Drainage Improvements	\$80,000
<b>Total Lynches Lake-Camp Branch Watershed</b>	<b>\$80,000</b>

**XII. Road Paving and Drainage**

<u>Project Description</u>	<u>Cost</u>
Cato Road Paving	\$2,500,000
Moulds Road Paving	1,100,000
Country Lane Paving	1,400,000
Cherry Johnson Road Paving	1,900,000
Ball Park Road Paving	1,500,000
McLaurin Road Paving	600,000
Highland Road Paving	250,000
Laurel Circle Paving	600,000
Law Road Paving	1,100,000

Paving and/or relocation of Koppers/Estate Road or Young Road as determined by County Council to promote economic development		4,000,000
Brookgreen	Drainage	1,000,000
Foxcroft	Drainage	300,000
<b>Total Road Paving and Drainage</b>		<b>\$16,250,000</b>

### XIII. General Road Improvements

Paving, repaving, or otherwise improving (including without limitation the application of stone and crushed asphalt) the following roads:

<u>Project Description</u>	<u>Cost</u>
Council District 1: Swan Rd. from Park Ave. to last house; Windright Rd. from Hwy 378 to Swann Rd.; Hickson Rd. from S. Powell Rd. to S. Locklair Rd.; Widow St. from W. Camp Branch Rd. to Jordan Rd.; Old McAllister Rd. from Jordan Rd. to Chandler Mill Rd.; Chandler Mill Rd. from N. Matthews Rd. to Old McAllister Rd.; Maxie Thomas Rd. from Morris St. to Moore St.; Maxie Thomas Rd. from Hwy 52 to last house; W. O'Shay Rd. from N. Matthews Rd. to Frierson Rd.; W. O'Shay Rd. from Frierson Rd. to last house; Frierson Rd. from W. Camp Branch Rd. to W. O'Shay Rd.; Zola Rd. from McCutcheon Rd. to Hanna Rd.; Miles Rd. from Hwy 378 to First Oxtown Rd.; Donald Rd. from Casselman Rd. to Miles Rd.; Rodman Rd. from Cockfield Rd. to Dory Rd.; Rodman Rd. from Dory Rd. to Cow Pasture Rd.; Rodman Rd. from McCutcheon Rd. to last house; Barr St. from Graham Rd. to end of road; Old Farm Rd. from Vox Hwy to last house; Lance St. from Acline St. to Kelly St.; Thomas St. from S. Church St. to CSX RR; Gracelyn Cir. from N. Matthews Rd.; Calvin St. from Gracelyn Cir.; Tupelo Rd. from Moore St. to end of road; Retha Dr. from Kelly St. to end of road; King St. from Nesmith St. to Charles St.; Major Rd. from Gray Rd. to end of road; Slocum Ln. from Gray Rd. to end of road; Dennis Rd. from Cooktown Rd. to Old South Rd.; Bayne Ln. from Beulah Rd. to E. Plantation Rd.; portion of E. Plantation Rd.; S. Acline St. from Fairview St. to Graham Rd.; Baker Rd. from N. Camerontown Rd. to end of road; Barnwell St. from Bozy Rd. to Lee St.; Blanche St. from Northside Ln. to end of road; Windham Rd. from Owens Dr. to Blanche St.; Hurst St. from School Dr. to end of road; Judy Rd. from Hwy 378 to end of road; N. Pecan Rd. from Hwy 341 to N. Camerontown Rd.; S. Pecan Rd. from Hwy 341 to end of road; S. Locklair Rd. from Hwy 341 to Hickson Rd.; Sunburst Dr. from Cooktown Rd. to end of road; Thirty Rd. from Thirty Five Rd. to end of road; Thirty Five Rd. from Green Haven Ave. to Davis St.; Tranquility Rd. from Cockfield Rd. to Tyler Rd.; W. Cole Rd. from Davis St. to Maxie Thomas Rd.; Lake City Landfill/Manned Convenience Center Rd. from Hwy 341 to end of road; Lake City Manned Convenience Service Area on Lake City Landfill Rd.; Sequoia Rd.; Camelot Way from N. Country Club Rd. to Scotland Rd.; Dogwood Ln. from S. Morris St. to Middlecoff Rd.; Lancelot Way from Scotland Rd. to end of road; Lockwood Rd. from Middlecoff Rd. to Dogwood Ln.; McFaddin St. from Wallace St. to Ida St.; Salters St. from Wallace St. to Ida St.; Byrd St. from School Dr. to end of road; Fountain St. from School Dr. to end of road; Hurst St. from Hwy 52 to end of road; Mill St. from N. Church St. to Ball Park Rd.; N. Church St. (Scranton) from Mill St. to Railroad Ave.; School Dr. from Byrd St. to end of road; and parking and roads at Lake City Sports Complex from S. Blanding St. to Graham Rd.	\$4,033,853
Council District 2: Bluff Rd.; Evans Rd.; Belle Thompson Rd.; Ervin Thomas Rd.; Franks Rd.; Law Rd.; Ball Park Rd.; Old Springs Rd.; Freeport Rd.; Singletary Loop Rd.; Saddle Town Rd.; Mustang Rd.; Capitola Rd.; Dud Rd.; Lewis Ln.; Broken Branch Rd.; Wood Berry Rd.; Keith Rd.; Chestnut Rd.; Ashley Rd.; Glen Haven Rd.; and Dulie Ln.	4,033,853
Council District 3: Athens St.; Brunson St.; Dargan St. from Hwy 52 to Vista St.; Timmons St.; Bradford St.; Wilson St.; Liberty St.; Boyd St.; Commander St.; Vista St.; Light St.; Stackley St.; Hemingway St.; Marlboro St.; E. Marion St.; Freeman St.; Dixie St.; Ingram St.; Alexander St.; Harmony St.; Harrell St.; Lawson St.; Sanborn St.; N. McQueen St.; W. Marion St.; Pennsylvania	4,033,853

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St.; Carver St.; Gladstone St.; Fairfield Cir.; Waverly St.; Sidewalks on Irby St. from Wilson Road to Sam Harrell Rd; Sidewalks on Dargan St. from Hwy 52 to Vista St.; Sidewalks on Roughfolk St.; Sidewalks on Sopkin Ave.; Widen entrance road to County Complex and bury adjacent power lines; and W. Louise Rd.

Council District 4: Van Houton Dr.; Alma Ln.; Willow Point Rd.; Pygate Rd.; Fork Rd.; Meadow Prong 2; Meadow Prong 1; Clyde McGee Rd.; Golden Gate Rd.; Ed James Rd.; Javelin Cir.; Johnson Rd.; Joe Nathan Ln.; Buckshot Rd.; Sims Rd.; Cubie Rd. 1; Cubie Rd. 2; Jenkins Nowlin Rd.; and Alvin Kirby Rd.; and Truck Route from Foxworth St. to Brockington St. in Timmons ville. 4,033,853

Council District 5: Horace Matthews Rd.; Carnell Dr.; S. Canal Dr.; Circle Dr.; Margo Ln.; Milestone Rd.; C. W. Robinson Rd.; Trails End Rd.; Dunlap Rd.; Sam Lee Rd.; S. Railroad Ave.; Java Rd.; Round Tree Rd.; E. Eagerton Rd.; Doric Rd.; Ben Gause Rd.; Silver Leaf Rd.; and Railroad Ave. (Scranton). 4,033,853

Council District 6: Charlie Cade Rd.; Coleman Rd.; Spring Branch Rd.; Willow Grove Rd.; Haven Rd.; Magic Dr.; Danielstown Rd.; Pepper Tree Rd.; Antique Cir.; Diamond Head Loop Rd.; Pecan Grove Rd.; Hosea Gibbs Rd.; Tabernacle Rd.; Boling Rd.; Cart Rd.; W. Turner Gate Rd.; Brick House Rd.; Eureka Rd.; Quail Harbor Cir.; Taylor Hill Cir.; James Town Rd.; Fleetwood Dr.; Ard St.; Wickerwood Rd.; Large Farm Rd.; Camp Wiggins Rd.; Horse Shoe Rd.; Benton Rd.; Freeman Ln.; Nita Cain Rd.; South Wind Rd.; and Gum Rd. 4,033,853

Council District 7: Hughes Cir. (off TV Rd.); Joan Rd. (off TV Rd.); John C. Calhoun Rd.; Wilson Rd.; Pocket Rd.; W. Black Creek Rd.; W. McIver Rd.; R. Bar M. Ranch Rd.; Tara Dr.; Raiford Ln.; Calvert's Ct.; Shamrock Rd.; and Clayton Ct. 4,033,853

Council District 8: Maulden Dr.; Crownland Estates; E. and W. Sandhurst Dr.; Stratford Cir.; Castleberry Dr.; Westmoreland Ave.; Devonshire Dr.; Longwood Dr.; Woods Dr.; Rosedale St.; St. Anthony Dr.; Jones Rd.; Winthrop Dr.; Progress St.; Lee St; Saluda Ave.; Sewanee Ave.; Chestnut St.; Kalmia St.; Sesame St.; Cedar St. from Franklin to Adams Ave.; Waters Ave. from Park to Lawson; Sylvan Dr.; Cedar Lawn Court; Lakeside Drive; Richburg Ln.; Jeffries Ln.; Hondros Cir.; Constantine Dr.; Rollins Ave.; Fitz Randolph Cir.; Shore Ln.; Marion Ave.; Virginia Acres; Poinsette Ave.; Melrose Ave.; Courtland Ave.; Hillside Dr.; Wisteria Dr.; Margaret Dr.; Dunvegan Rd.; Roseneath Rd.; Beverly Dr.; Alton Cir.; Lindberg Dr.; Woodstone Dr.; DeBerry Blvd.; Dorchester Rd.; Fairfax Rd.; Cherry Blossom Ln.; Valpariso Dr.; Wayne St.; Sweetbriar St.; Furman Dr.; Converse Dr. from Third Loop north; Gabel Ridge Dr.; Durant Dr.; Joseph Circle; Westminster Dr.; Langley Dr.; and Mayfair Terrace. 4,033,853

Council District 9: Hampton Pointe subdivision (Aberdeen Ct., Blaire Ct., Bridgeport Ct., Danvers Ct., New Gate Ct., Parliament Cir., S. Addison St., S. Barrington Dr., S. Brunswick Ct., S. Harrington Ct., Victoria Ct., W. Hampton Pointe Dr., and Winslow Ct.); Whitehall Annex subdivision (Albemarle Blvd., Banbury Cir., Bedford Ln., Milford Ln., South Arundel Dr., and St. James Ln.); Village Green and Waterford subdivisions (Greenview Dr., Key Largo Ct., and Waterford Dr.); Springdale and Villa Arno subdivisions (Guilford Cir., Perth St., Springfield St., Suffolk Place, Strada Amore, Strada Gianna, Strada Mateo, and Via Ponteicello); Oak Forest subdivision (Alabama Ln., Arizona Way, California Rd., Florida Dr., Georgia Ct., Louisiana Ln., Oak Forest Blvd., Tennessee Terrace; Tex Rd., and Utah Ct.); Kelly Farms and Parkland subdivisions (Derby Dr., Kelly Farms Rd., Preakness Ln., W. Belmont Cir., Cottonwood Dr., Deerwood Place, Heathway Dr., Mosswood Dr., W. Delmae Dr., and Wethersfield Dr.); Heritage subdivision (Cow Pens Cir., Declaration Dr., Farm Quarter Rd., Independence Ave., and Indigo Place); Forest Lake and Forest Lake West subdivisions (Brock Cir., Ginny Ct., Julie Ln., Goff Ct., Lunn Dr., Madden Ln., Sliger Cove, Yeargin Cove, Young Charles Dr., Wanda Cove, Claude Douglas Cir., and Hepburn Blvd.); Dunwoody subdivision (Ashwood Ln., Aspen St., Dunwoody Rd., Evergreen Rd., and Periwinkle Ln.); Farmwood and Ferndale subdivisions (Farmwood Dr., Heather Dr., Patrick Dr., Boone Cir., and Corbett Place); Charters subdivision (Bristol St., Charters Dr., Claymount Ct., Cravenhurst Ct., Dominion Ct., Fairhaven Rd., and Magna Carta Rd.); 4,033,853

Arrowood subdivision (Arrowhead Cir., Arrowood Dr., Falcon Way and Skylark Dr.); Chadwick Place (Britanna St., Chadwick Dr., Knights Bridge Rd., Lampley Way and Wetherby Ln.); Stratton Dr.; Pelican Ln.; W. Eagle St., Thunderbird Dr., Whitehall Cir; S. Peninsula Rd., McLaurin Dr.; installation of traffic signals at the intersection of Botany and Jefferson on W Palmetto St.; and installation of traffic signals at the intersection of Third Loop Rd. and McCown Dr.

<b>Total General Road Improvements</b>	<b>\$39,254,679</b>
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<b>Grand Total of all projects</b>	<b>\$145,000,000</b>
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**EXHIBIT "B"**Question

"Must a special one percent sales and use tax be imposed in Florence County for not more than seven years to raise the amounts specified for the following purposes:

The cost of acquiring (including, in certain instances, the acquisition of real property), constructing, furnishing, and equipping the following projects:

**I. Public Safety – Fire**

<u>Project Description</u>	<u>Cost</u>
Johnsonville Rural Fire District	New Main Station and Training Facility on Highway 41/51 New Kingsburg Station
	\$1,800,000 600,000
Windy Hill Fire District	New Quinby Station
	1,800,000
Howe Springs Fire District	New Main Station
	3,700,000
South Lynches Fire District	Classroom, Logistics, and Maintenance Facility Upgrades to Station One Facilities Upgrades at Nine Fire Stations
	1,000,000 1,000,000 500,000
West Florence Fire District	New Station on Hoffmeyer Road Addition to Station One on Pine Needles Road to Include Living Quarters, Training, and Office Space
	1,500,000 1,000,000
Hannah Salem Friendfield Fire District	2 New Stations at Friendfield and Flemington
	1,745,000
	Upgrade Stations One and Two Upgrade Stations Three and Four
	1,400,000 900,000
Olanta Rural Fire District	Upgrade Main Station
	520,000
Sardis Timmonsville Fire District	Station One Addition to Include Living Quarters and Training Facilities New Cartersville Station Timmonsville Rescue Squad Building
	150,000 750,000 80,000
Total Public Safety – Fire	
	\$18,445,000

**II. Public Safety – EMS**

<u>Project Description</u>	<u>Cost</u>
EMS Station Timmonsville	\$740,000
EMS Station Florence	740,000
<b>Total Public Safety – EMS</b>	<b>\$1,480,000</b>

### III. Emergency Management

<u>Project Description</u>	<u>Cost</u>
Radio Upgrades and Improvements to all Emergency Management Facilities	\$15,000,000
New Emergency Operations Center Building	4,955,251
<b>Total Emergency Management</b>	<b>\$19,955,251</b>

### IV. Sheriff

<u>Project Description</u>	<u>Cost</u>
Replacement of Boilers & Water Heaters at County Jail	\$800,000
Addition of Flex Units and Safety Upgrades at County Jail	189,600
New Storage Building	160,000
New K-9 Training Facility	20,000
Renovations at Law Enforcement Center	800,000
<b>Total Sheriff</b>	<b>\$1,969,600</b>

### V. County Administration

<u>Project Description</u>	<u>Cost</u>
Renovation of Vacated Space at County Complex	\$5,200,000
<b>Total County Administration</b>	<b>\$5,200,000</b>

### VI. Water and Sewer Improvements

<u>Project Description</u>	<u>Cost</u>
Town of Coward Salem Road/McAllister Mill Road/Sand Hills Water Loop	\$750,000
Town of Coward Union School Road Tie to Scranton Water System	240,000
City of Florence Add up to 50 Fire Hydrants on existing mains for Windy Hill Fire District	250,000
City of Florence Add up to 50 Fire Hydrants on existing mains for West Florence Fire District	250,000
City of Florence Add up to 50 Fire Hydrants on existing mains for Howe Springs Fire District	250,000
City of Lake City Indiantown Road/S. Cameron Road Water Loop	690,000
City of Lake City Burch Road/Old Georgetown Road/Camerontown Rd. Water Loop	593,000
City of Lake City Frierson Road/O'Shay Road Water Loop	250,000
Town Of Olanta Central Road/Hood St. Water Loop	440,000
Town Of Olanta Butler Scurry Road/McKenzie Road Water Loop	500,000
Town Of Olanta Olanta Fire Station Water Extension	65,000
Town of Scranton Anderson Bridge Road Water Extension	140,000
<b>Total Water and Sewer Improvements</b>	<b>\$4,418,000</b>

## VII. Veteran Affairs

<u>Project Description</u>	<u>Cost</u>
Veterans Affairs County Administration Building	1,200,000
<b>Total Veteran Affairs</b>	<b>\$1,200,000</b>

## VIII. Municipalities

<u>Project Description</u>	<u>Cost</u>
City of Florence	
Road Improvements	
-- Corridor Enhancements (to include sidewalks, crossings, turn lanes, access, medians, and landscaping) to Dargan St. from Lucas St. to Cherokee Rd.; National Cemetery Rd. from Dargan St. to McCall Rd.; Vista St. from Dargan St. to Oakland Ave. and Sopkin St. from Oakland Ave. to Crown Cir.; Park Ave.; Pine St. from Dargan St. to McQueen St., then McQueen St. from Pine St. to Timrod Park Dr., then Cedar St. from McQueen St. to Park Ave. and Park Ave. from Cedar St. to Cherokee Rd.; E. Evans St. from N. Ravenel St. to Railroad Ave.; Irby St. from W. Cheves St. to Ashby Rd.; Darlington St. from Irby St. to Oakland Ave. and Oakland Ave. from Darlington St. to Norfolk St.	\$9,216,875
-- Intersection Improvements at Damon Dr. and Ansley St.; E. Palmetto St. Westbound at S. Church St.	1,031,250
-- Resurfacing of Malloy St. from Wilson Rd.; Spruce St. from Park Ave. to McQueen St.	340,625
-- Road Widening of Malloy St. from Maxwell St.; Roughfork St. and Maxwell St. from N. Irby St. to Malloy St.; S. Cashua Dr. from Palmetto St. to Second Loop Rd.; W. Sumter St. from N. Irby St. to N. Alexander St.; W. Radio Dr. from S. Ebenezer Rd. to David McLeod Blvd.; Woody Jones Blvd. from W. Radio Rd. to David McLeod Blvd.; Jarrott St. from Pine St. to National Cemetery Rd.; N. Alexander St. from Dixie St. to Darlington St.	9,125,625
Town of Timmonsville	
New Community Center	420,000
Magistrate's Building Renovations	180,000
Town of Pampllico	
Replace Pembroke Apt Pump Station	154,400
New Water Tank	873,280
Shirley Road Water Line	154,697
Water System Extension	1,706,720
Town of Olanta	
Waterworks and Sewer System Improvements	750,000
Municipal Building Improvements	130,000
City of Johnsonville	
Prosser Recreation Complex	800,000
Vox Water Line Project	4,378,000
Town of Coward	
New Water Tank	1,000,000
Expansion of Youth Baseball Field	200,000
Town of Quinby	
New Town Hall	360,000

	Recreation/Community Building	720,000
Town of Scranton	Improvements to Scranton Nature Park	126,400
	Resurface Tennis Courts	32,000
	New Maintenance Building	349,600
City of Lake City	Water and Sewer Improvements	2,360,000
	Storm Water System Improvements	1,200,000
	New Water Tank	800,000
	New Multi Purpose Athletic Complex	400,000
	Renovation Building Housing the Lake City Chamber	160,000
	Roads and Parking Improvements at CJ Evans Field	400,000
<b>Total Municipalities</b>		<b>\$37,369,472</b>

**IX. Florence County Recreation**

<u>Project Description</u>	<u>Cost</u>
Roads and other infrastructure for New Soccer Complex	\$1,040,000
Various Park Improvements to Include:	
Ebenezer Park Playground Fall Surface Upgrade	400,000
Lynches River Park Shade Structures	
Lake City Community Park Road Paving	
Lynches River Athletic Park Sardis Paving Entrance	
Friendship Park Renovations	
<b>Total Florence County Recreation</b>	<b>\$1,440,000</b>

**X. Lake City Community Hospital**

<u>Project Description</u>	<u>Cost</u>
Improvements to Main Hospital	\$888,000
<b>Total Lake City Community Hospital</b>	<b>\$888,000</b>

**XI. Lynches Lake-Camp Branch Watershed District**

<u>Project Description</u>	<u>Cost</u>
Drainage Improvements	\$80,000
<b>Total Lynches Lake-Camp Branch Watershed</b>	<b>\$80,000</b>

**XII. Road Paving and Drainage**

<u>Project Description</u>	<u>Cost</u>
Cato Road Paving	\$2,500,000
Moulds Road Paving	1,100,000
Country Lane Paving	1,400,000
Cherry Johnson Road Paving	1,900,000
Ball Park Road Paving	1,500,000
McLaurin Road Paving	600,000
Highland Road Paving	250,000
Laurel Circle Paving	600,000
Law Road Paving	1,100,000



Paving and/or relocation of Koppers/Estate Road or Young Road as determined by County Council to promote economic development		4,000,000
Brookgreen	Drainage	1,000,000
Foxcroft	Drainage	300,000
<b>Total Road Paving and Drainage</b>		<b>\$16,250,000</b>

### XIII. General Road Improvements

Paving, repaving, or otherwise improving (including without limitation the application of stone and crushed asphalt) the following roads:

<u>Project Description</u>	<u>Cost</u>
Council District 1: Swan Rd. from Park Ave. to last house; Windright Rd. from Hwy 378 to Swann Rd.; Hickson Rd. from S. Powell Rd. to S. Locklair Rd.; Widow St. from W. Camp Branch Rd. to Jordan Rd.; Old McAllister Rd. from Jordan Rd. to Chandler Mill Rd.; Chandler Mill Rd. from N. Matthews Rd. to Old McAllister Rd.; Maxie Thomas Rd. from Morris St. to Moore St.; Maxie Thomas Rd. from Hwy 52 to last house; W. O'Shay Rd. from N. Matthews Rd. to Frierson Rd.; W. O'Shay Rd. from Frierson Rd. to last house; Frierson Rd. from W. Camp Branch Rd. to W. O'Shay Rd.; Zola Rd. from McCutcheon Rd. to Hanna Rd.; Miles Rd. from Hwy 378 to First Oxtown Rd.; Donald Rd. from Casselman Rd. to Miles Rd.; Rodman Rd. from Cockfield Rd. to Dory Rd.; Rodman Rd. from Dory Rd. to Cow Pasture Rd.; Rodman Rd. from McCutcheon Rd. to last house; Barr St. from Graham Rd. to end of road; Old Farm Rd. from Vox Hwy to last house; Lance St. from Acline St. to Kelly St.; Thomas St. from S. Church St. to CSX RR; Gracelyn Cir. from N. Matthews Rd.; Calvin St. from Gracelyn Cir.; Tupelo Rd. from Moore St. to end of road; Retha Dr. from Kelly St. to end of road; King St. from Nesmith St. to Charles St.; Major Rd. from Gray Rd. to end of road; Slocum Ln. from Gray Rd. to end of road; Dennis Rd. from Cooktown Rd. to Old South Rd.; Bayne Ln. from Beulah Rd. to E. Plantation Rd.; portion of E. Plantation Rd.; S. Acline St. from Fairview St. to Graham Rd.; Baker Rd. from N. Camerontown Rd. to end of road; Barnwell St. from Bozy Rd. to Lee St.; Blanche St. from Northside Ln. to end of road; Windham Rd. from Owens Dr. to Blanche St.; Hurst St. from School Dr. to end of road; Judy Rd. from Hwy 378 to end of road; N. Pecan Rd. from Hwy 341 to N. Camerontown Rd.; S. Pecan Rd. from Hwy 341 to end of road; S. Locklair Rd. from Hwy 341 to Hickson Rd.; Sunburst Dr. from Cooktown Rd. to end of road; Thirty Rd. from Thirty Five Rd. to end of road; Thirty Five Rd. from Green Haven Ave. to Davis St.; Tranquility Rd. from Cockfield Rd. to Tyler Rd.; W. Cole Rd. from Davis St. to Maxie Thomas Rd.; Lake City Landfill/Manned Convenience Center Rd. from Hwy 341 to end of road; Lake City Manned Convenience Service Area on Lake City Landfill Rd.; Sequoia Rd.; Camelot Way from N. Country Club Rd. to Scotland Rd.; Dogwood Ln. from S. Morris St. to Middlecoff Rd.; Lancelot Way from Scotland Rd. to end of road; Lockwood Rd. from Middlecoff Rd. to Dogwood Ln.; McFaddin St. from Wallace St. to Ida St.; Salters St. from Wallace St. to Ida St.; Byrd St. from School Dr. to end of road; Fountain St. from School Dr. to end of road; Hurst St. from Hwy 52 to end of road; Mill St. from N. Church St. to Ball Park Rd.; N. Church St. (Scranton) from Mill St. to Railroad Ave.; School Dr. from Byrd St. to end of road; and parking and roads at Lake City Sports Complex from S. Blanding St. to Graham Rd.	\$4,033,853
Council District 2: Bluff Rd.; Evans Rd.; Belle Thompson Rd.; Ervin Thomas Rd.; Franks Rd.; Law Rd.; Ball Park Rd.; Old Springs Rd.; Freeport Rd.; Singletary Loop Rd.; Saddle Town Rd.; Mustang Rd.; Capitola Rd.; Dud Rd.; Lewis Ln.; Broken Branch Rd.; Wood Berry Rd.; Keith Rd.; Chestnut Rd.; Ashley Rd.; Glen Haven Rd.; and Dulie Ln.	4,033,853
Council District 3: Athens St.; Brunson St.; Dargan St. from Hwy 52 to Vista St.; Timmons St.; Bradford St.; Wilson St.; Liberty St.; Boyd St.; Commander St.; Vista St.; Light St.; Stackley St.; Hemingway St.; Marlboro St.; E. Marion St.; Freeman St.; Dixie St.; Ingram St.; Alexander St.;	4,033,853

Harmony St.; Harrell St.; Lawson St.; Sanborn St.; N. McQueen St.; W. Marion St.; Pennsylvania St.; Carver St.; Gladstone St.; Fairfield Cir.; Waverly St.; Sidewalks on Irby St. from Wilson Road to Sam Harrell Rd.; Sidewalks on Dargan St. from Hwy 52 to Vista St.; Sidewalks on Roughfolk St.; Sidewalks on Sopkin Ave.; Widen entrance road to County Complex and bury adjacent power lines; and W. Louise Rd.

Council District 4: Van Houton Dr.; Alma Ln.; Willow Point Rd.; Pygate Rd.; Fork Rd.; Meadow Prong 2; Meadow Prong 1; Clyde McGee Rd.; Golden Gate Rd.; Ed James Rd.; Javelin Cir.; Johnson Rd.; Joe Nathan Ln.; Buckshot Rd.; Sims Rd.; Cubie Rd. 1; Cubie Rd. 2; Jenkins Nowlin Rd.; and Alvin Kirby Rd.; and Truck Route from Foxworth St. to Brockington St. in Timmons ville. 4,033,853

Council District 5: Horace Matthews Rd.; Carnell Dr.; S. Canal Dr.; Circle Dr.; Margo Ln.; Milestone Rd.; C. W. Robinson Rd.; Trails End Rd.; Dunlap Rd.; Sam Lee Rd.; S. Railroad Ave.; Java Rd.; Round Tree Rd.; E. Eagerton Rd.; Doric Rd.; Ben Gause Rd.; Silver Leaf Rd.; and Railroad Ave. (Scranton). 4,033,853

Council District 6: Charlie Cade Rd.; Coleman Rd.; Spring Branch Rd.; Willow Grove Rd.; Haven Rd.; Magic Dr.; Daniel town Rd.; Pepper Tree Rd.; Antique Cir.; Diamond Head Loop Rd.; Pecan Grove Rd.; Hosea Gibbs Rd.; Tabernacle Rd.; Boling Rd.; Cart Rd.; W. Turner Gate Rd.; Brick House Rd.; Eureka Rd.; Quail Harbor Cir.; Taylor Hill Cir.; James Town Rd.; Fleetwood Dr.; Ard St.; Wickerwood Rd.; Large Farm Rd.; Camp Wiggins Rd.; Horse Shoe Rd.; Benton Rd.; Freeman Ln.; Nita Cain Rd.; South Wind Rd.; and Gum Rd. 4,033,853

Council District 7: Hughes Cir. (off TV Rd.); Joan Rd. (off TV Rd.); John C. Calhoun Rd.; Wilson Rd.; Pocket Rd.; W. Black Creek Rd.; W. McIver Rd.; R. Bar M. Ranch Rd.; Tara Dr.; Raiford Ln.; Calvert's Ct.; Shamrock Rd.; and Clayton Ct. 4,033,853

Council District 8: Maulden Dr.; Crownland Estates; E. and W. Sandhurst Dr.; Stratford Cir.; Castleberry Dr.; Westmoreland Ave.; Devonshire Dr.; Longwood Dr.; Woods Dr.; Rosedale St.; St. Anthony Dr.; Jones Rd.; Winthrop Dr.; Progress St.; Lee St.; Saluda Ave.; Sewanee Ave.; Chestnut St.; Kalmia St.; Sesame St.; Cedar St. from Franklin to Adams Ave.; Waters Ave. from Park to Lawson; Sylvan Dr.; Cedar Lawn Court; Lakeside Drive; Richburg Ln.; Jeffries Ln.; Hondros Cir.; Constantine Dr.; Rollins Ave.; Fitz Randolph Cir.; Shore Ln.; Marion Ave.; Virginia Acres; Poinsette Ave.; Melrose Ave.; Courtland Ave.; Hillside Dr.; Wisteria Dr.; Margaret Dr.; Dunvegan Rd.; Roseneath Rd.; Beverly Dr.; Alton Cir.; Lindberg Dr.; Woodstone Dr.; DeBerry Blvd.; Dorchester Rd.; Fairfax Rd.; Cherry Blossom Ln.; Valpariso Dr.; Wayne St.; Sweetbriar St.; Furman Dr.; Converse Dr. from Third Loop north; Gabel Ridge Dr.; Durant Dr.; Joseph Circle; Westminster Dr.; Langley Dr.; and Mayfair Terrace. 4,033,853

Council District 9: Hampton Pointe subdivision (Aberdeen Ct., Blaire Ct., Bridgeport Ct., Danvers Ct., New Gate Ct., Parliament Cir., S. Addison St., S. Barrington Dr., S. Brunswick Ct., S. Harrington Ct., Victoria Ct., W. Hampton Pointe Dr., and Winslow Ct.); Whitehall Annex subdivision (Albemarle Blvd., Banbury Cir., Bedford Ln., Milford Ln., South Arundel Dr., and St. James Ln.); Village Green and Waterford subdivisions (Greenview Dr., Key Largo Ct., and Waterford Dr.); Springdale and Villa Arno subdivisions (Guilford Cir., Perth St., Springfield St., Suffork Place, Strada Amore, Strada Gianna, Strada Mateo, and Via Ponteicello); Oak Forest subdivision (Alabama Ln., Arizona Way, California Rd., Florida Dr., Georgia Ct., Louisiana Ln., Oak Forest Blvd., Tennessee Terrace; Tex Rd., and Utah Ct.); Kelly Farms and Parkland subdivisions (Derby Dr., Kelly Farms Rd., Preakness Ln., W. Belmont Cir., Cottonwood Dr., Deerwood Place, Heathway Dr., Mosswood Dr., W. Delmae Dr., and Wethersfield Dr.); Heritage subdivision (Cow Pens Cir., Declaration Dr., Farm Quarter Rd., Independence Ave., and Indigo Place); Forest Lake and Forest Lake West subdivisions (Brock Cir., Ginny Ct., Julie Ln., Goff Ct., Lunn Dr., Madden Ln., Sliger Cove, Yeargin Cove, Young Charles Dr., Wanda Cove, Claude Douglas Cir., and Hepburn Blvd.); Dunwoody subdivision (Ashwood Ln., Aspen St., Dunwoody Rd., Evergreen Rd., and Periwinkle Ln.); Farmwood and Ferndale subdivisions 4,033,853

(Farmwood Dr., Heather Dr., Patrick Dr., Boone Cir., and Corbett Place); Charters subdivision (Bristol St., Charters Dr., Claymount Ct., Cravenhurst Ct., Dominion Ct., Fairhaven Rd., and Magna Carta Rd.); Arrowood subdivision (Arrowhead Cir., Arrowood Dr., Falcon Way and Skylark Dr.); Chadwick Place (Britanna St., Chadwick Dr., Knights Bridge Rd., Lampley Way and Wetherby Ln.); Stratton Dr.; Pelican Ln.; W. Eagle St., Thunderbird Dr., Whitehall Cir; S. Peninsula Rd., McLaurin Dr.; installation of traffic signals at the intersection of Botany and Jefferson on W Palmetto St.; and installation of traffic signals at the intersection of Third Loop Rd. and McCown Dr.

**Total General Road Improvements** **\$39,254,679**

**Grand Total of all projects** **\$145,000,000**

And must Florence County Council be authorized to issue not exceeding \$125,000,000 principal amount of general obligation bonds of Florence County, provided that the proceeds of such bonds shall be applied to defray the costs of the foregoing purposes, plus issuance costs, and provided further that in the event the sales and use tax to be imposed as stated herein is inadequate for the payment of such bonds, such bonds shall be payable from an ad valorem tax imposed on all taxable property in Florence County?

Yes [ ]

No [ ]


INSTRUCTIONS TO VOTERS: If you are in favor of the question, touch the screen next to the word "Yes"; if you are opposed to the question, touch the screen next to the word "No."

DRAFT

## FLORENCE COUNTY COUNCIL MEETING

Thursday, August 22, 2013

**AGENDA ITEM:** Ordinance No. 02-2013/14  
Second Reading

**DEPARTMENT:** Planning and Building Inspections / 

### **ISSUE UNDER CONSIDERATION:**

[An Ordinance To Rezone Property Owned By Myiona L. Driggers Located At 1819 Bozy Road, Scranton, As Shown On Florence County Tax Map No. 01942, Block 31, Parcel 055; Consisting Of Approx. 0.739 Acres From R-1, Single Family Residential District To B-3, General Commercial District; And Other Matters Related Thereto.]

(Planning Commission *approved* 8 to 0; Council District 1)

### **POINTS TO CONSIDER:**

1. The subject property is currently zoned R-1, Single- Family Residential District.
2. Surrounding land uses consist of Vacant Land and Single-Family Residential District.
3. The Comprehensive Plan currently designates the subject property is Commercial Growth and Preservation. The designation will support B-3, General Commercial District.

### **OPTIONS:**

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

### **ATTACHMENTS:**

1. Ordinance No. 02-2013/14
2. Staff report for PC#2013-09
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: June 25, 2013	Council Clerk, certify that
Planning Commission Public Hearing	: June 25, 2013	this Ordinance was
Planning Commission Action	: June 25, 2013 [Approved: 8 to 0]	advertised for Public
First Reading/Introduction	: July 18, 2013	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	: August 22, 2013	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 02-2013/14

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

**[An Ordinance To Rezone Property Owned By Myiona L. Driggers Located At 1819 Bozy Road, Scranton, As Shown On Florence County Tax Map No. 01942, Block 31, Parcel 055; Consisting Of Approx. 0.739 Acres From R-1, Single Family Residential District, To B-3, General Commercial 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 June 25, 2013.

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

1. Property located at 1819 Bozy Road, Scranton, bearing Tax Map 01942, Block 31, Parcel 055 is hereby rezoned to B-3 General Commercial District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

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

\_\_\_\_\_  
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, June 25, 2013  
PC#2013-09  
ORDINANCE NO. 02-2013/14**

**SUBJECT:** Rezoning request from R-1, Single-Family Residential District to B-3, General Commercial District

**LOCATION:** Property is located at 1819 Bozy Road, Scranton, SC

**TAX MAP NUMBER:** 01942, Block 31, Parcel 055

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

**OWNER OF RECORD:** Myiona L. Driggers

**APPLICANT:** Myiona L. Driggers

**LAND AREA:** 0.739 Acres

**WATER /SEWER AVAILABILITY:** These services are provided by the Town 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 property is not located in a Flood zone.

**STAFF ANALYSIS:**

1. Existing Land Use and Zoning:  
The subject property is currently an Auto Sales and Repair Shop zoned R-1, Single-Family Residential District.
2. Proposed Land Use and Zoning:  
The proposal is to rezone the subject property to B-3, General Commercial District.
3. Surrounding Land Use and Zoning:  
North: Single-Family Residential District/ R-1/Town of Scranton  
South: Vacant/B-3/Town of Scranton  
West: Vacant/R-2/Town of Scranton  
East: Vacant/B-3/Town of Scranton

4. Transportation Access and Circulation:  
Present access to the property is by way of Bozy Road.
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 currently designated as Commercial Growth and Preservation as established by the Land Use Element of the Comprehensive Plan and is compatible with B-3 zoning.
7. Chapter 30-Zoning Ordinance:  
The intent of the B-3, General Commercial District: The intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and larger region in which it holds a central position.

**STAFF RECOMMENDATION:**

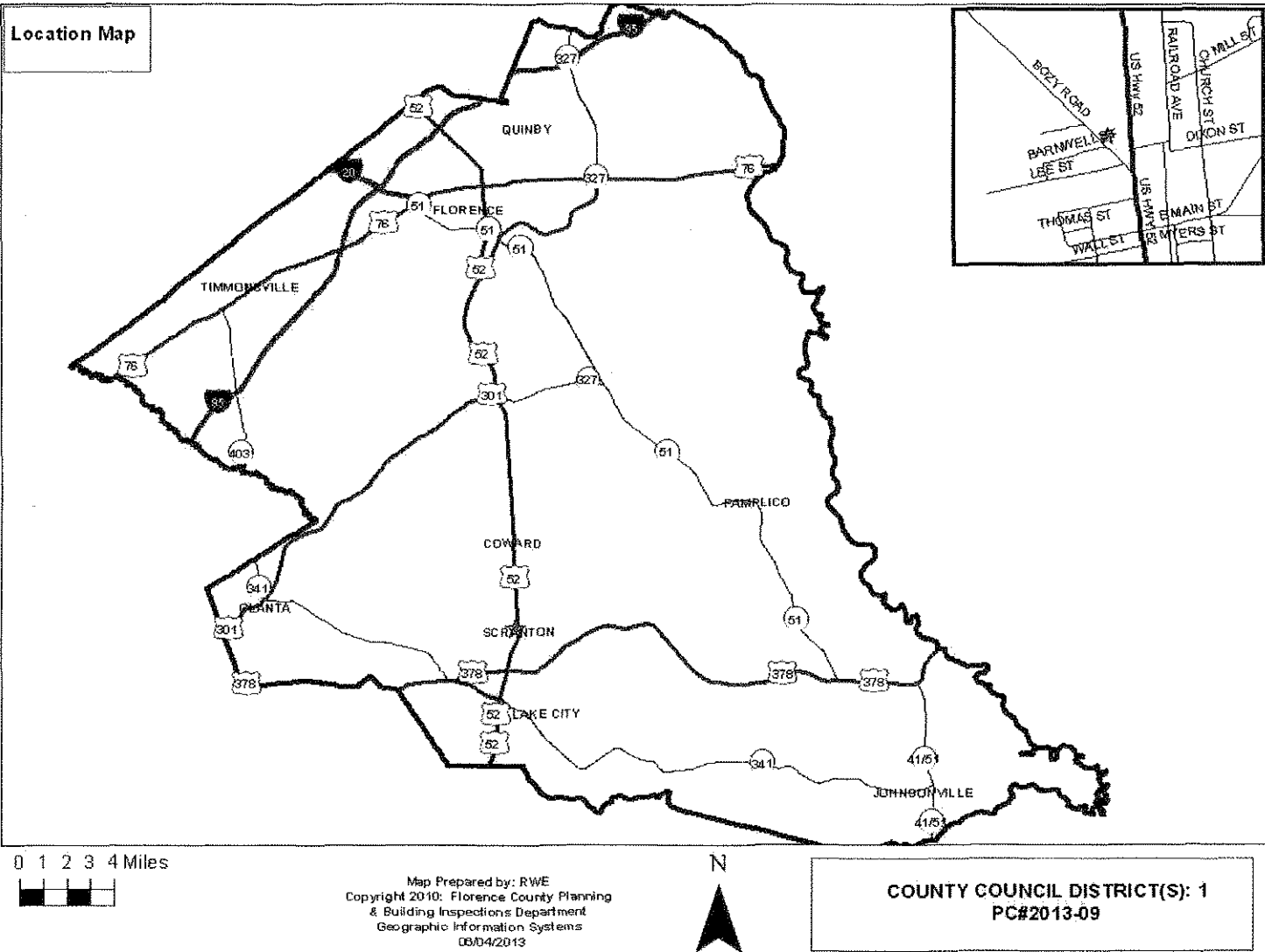
Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, JUNE 25 2013:**

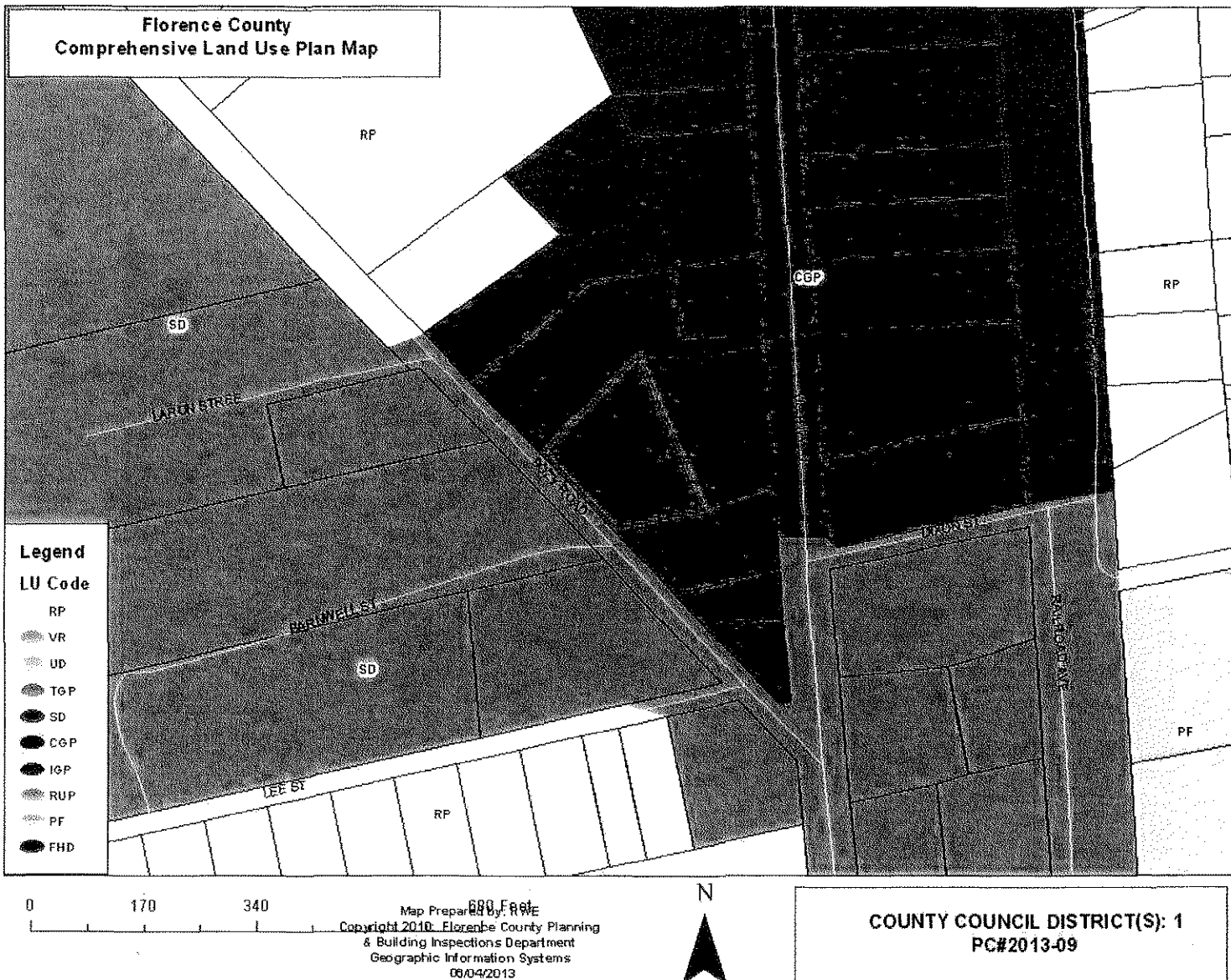
The eight Planning Commission members present approved the zoning amendment request unanimously based on request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

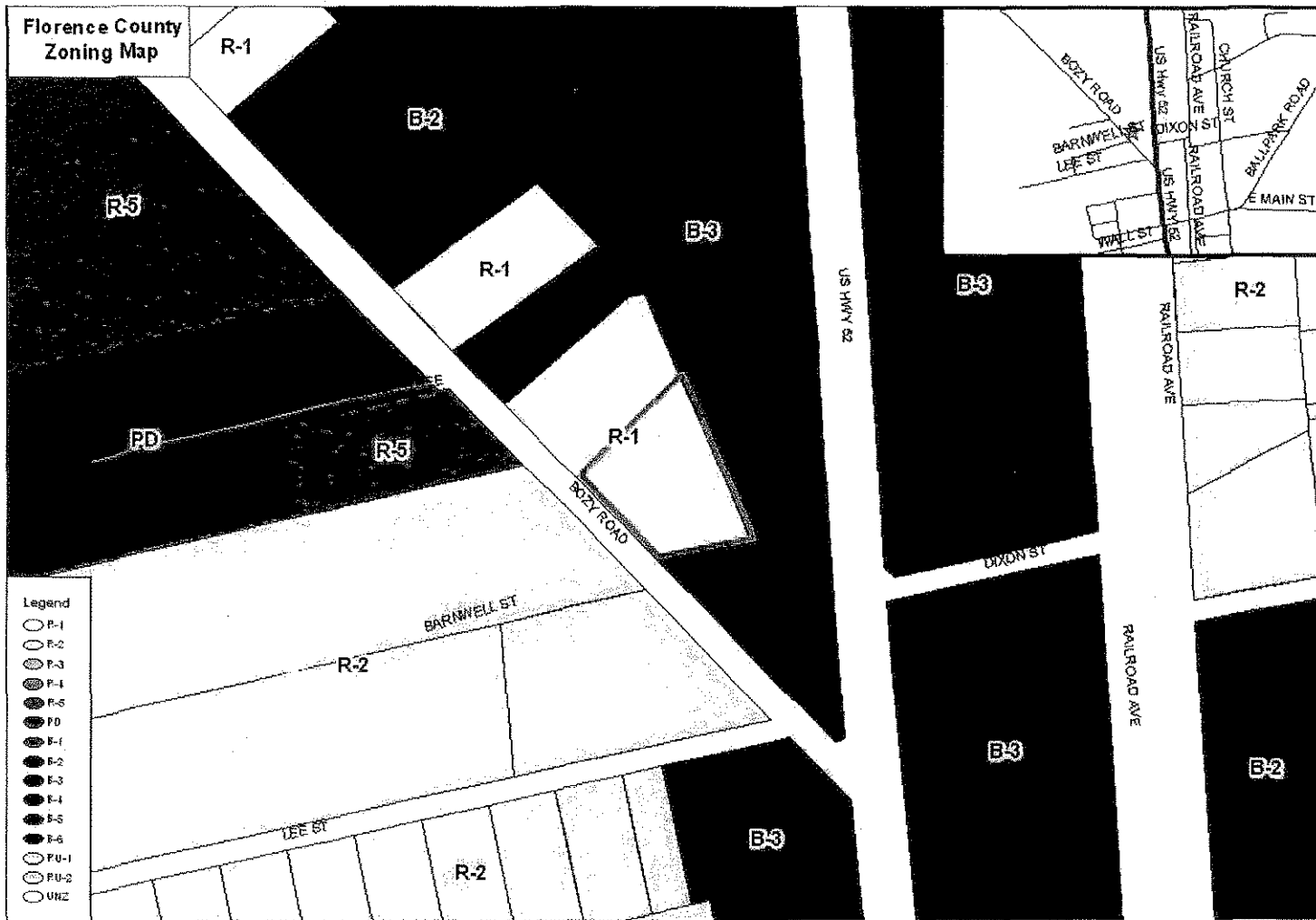
**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**

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









0 185 370

Map Prepared by: 740 Feet  
 Copyright 2010: Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 06/04/2013



**COUNTY COUNCIL DISTRICT(S): 1**  
**PC#2013-09**

Florence County 2011 Orthophotography Map



Map Prepared by: RWE  
Copyright 2010, Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
06/04/2013




COUNTY COUNCIL DISTRICT(S): 1  
PC#2013-09

## FLORENCE COUNTY COUNCIL MEETING

Thursday, August 22, 2013

**AGENDA ITEM:** Ordinance No. 03-2013/14  
Second Reading

**DEPARTMENT:** Planning and Building Inspections / 

### **ISSUE UNDER CONSIDERATION:**

[An Ordinance To Rezone Property On Behalf Of Robert H. Powell, Executor, Est. of Gregg Located At E. Ashby Road, Quinby, As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 212; Consisting Of Approx. 2.199 Acres From RU-1, Rural Community District To B-3, General Commercial District; And Other Matters Related Thereto.]

*(Planning Commission approved 8 to 0; Council District 7)*

### **POINTS TO CONSIDER:**

1. The subject property is currently zoned RU-1, Rural Community District.
2. Surrounding land uses consist of a mixture of vacant land/commercial use zoned R-1, Single-Family Residential District, RU-1, Rural Community District and B-3, General Commercial District.
3. The Comprehensive Plan currently designates the subject property as Commercial Growth and Preservation according to the Comprehensive Plan Land Use Map.
4. The zoning designation of B-3, General Commercial 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. 03-2013/14
2. Staff report for PC#2013-11
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: June 25, 2013	Council Clerk, certify that
Planning Commission Public Hearing	: June 25, 2013	this Ordinance was
Planning Commission Action	: June 25, 2013 [Approved: 8 to 0]	advertised for Public
First Reading/Introduction	: July 18, 2013	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	: August 22, 2013	
Third Reading	:	
Effective Date	: Immediately	

## ORDINANCE NO. 03-2013/14

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

**[An Ordinance To Rezone Property On Behalf Of Robert H. Powell, Executor, Est. of Gregg Located At E. Ashby Road, Quinby, As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 212; Consisting Of Approx. 2.199 Acres From RU-1, Rural Community District, To B-3, General Commercial 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 June 25, 2013.

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

1. Property located at E. Ashby Road, Quinby, bearing Tax Map 00175, Block 01, Parcel 212 is hereby rezoned to B-3, General Business 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, June 25, 2013  
PC#2013-11  
ORDINANCE NO: 03-2013/14**

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

**LOCATION:** Property is located at E. Ashby Road, Quinby, SC

**TAX MAP NUMBER:** 00175, Block 01, Parcel 212

**COUNCIL DISTRICT(S):** 7; County Council

**OWNER OF RECORD:** Robert H. Powell, Executor, Est. of Gregg

**APPLICANT:** Phil Ward

**LAND AREA:** 2.199 Acres

**WATER /SEWER AVAILABILITY:** These services are 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 vacant and zoned RU-1, Rural Community District.
2. Proposed Land Use and Zoning:  
The proposal is to rezone the subject property to B-3, General Commercial District.
3. Surrounding Land Use and Zoning:  
North: Vacant/R-1/Town of Quinby  
South: Vacant/RU-1/Town of Quinby  
West: Commercial/B-3/Town of Quinby  
East: Vacant/RU-1/Town of Quinby

4. Transportation Access and Circulation:  
Present access to the property is by way of Ashby Road.
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 currently designated as Commercial Growth and Preservation as established by the Land Use Element of the Comprehensive Plan and is compatible with B-3 zoning.
7. Chapter 30-Zoning Ordinance:  
The intent of the B-3, General Commercial District: The intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and larger region in which it holds a central position.

**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, JUNE 25, 2013:**

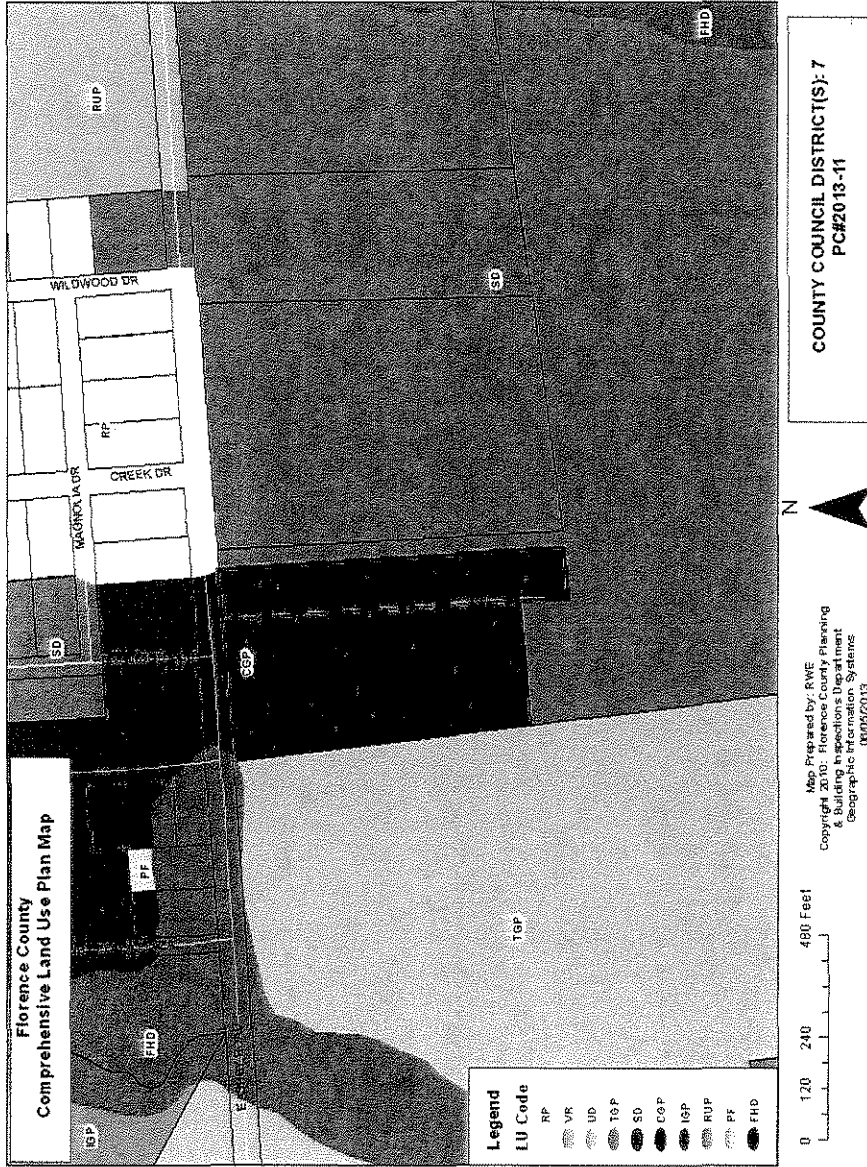
The eight Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

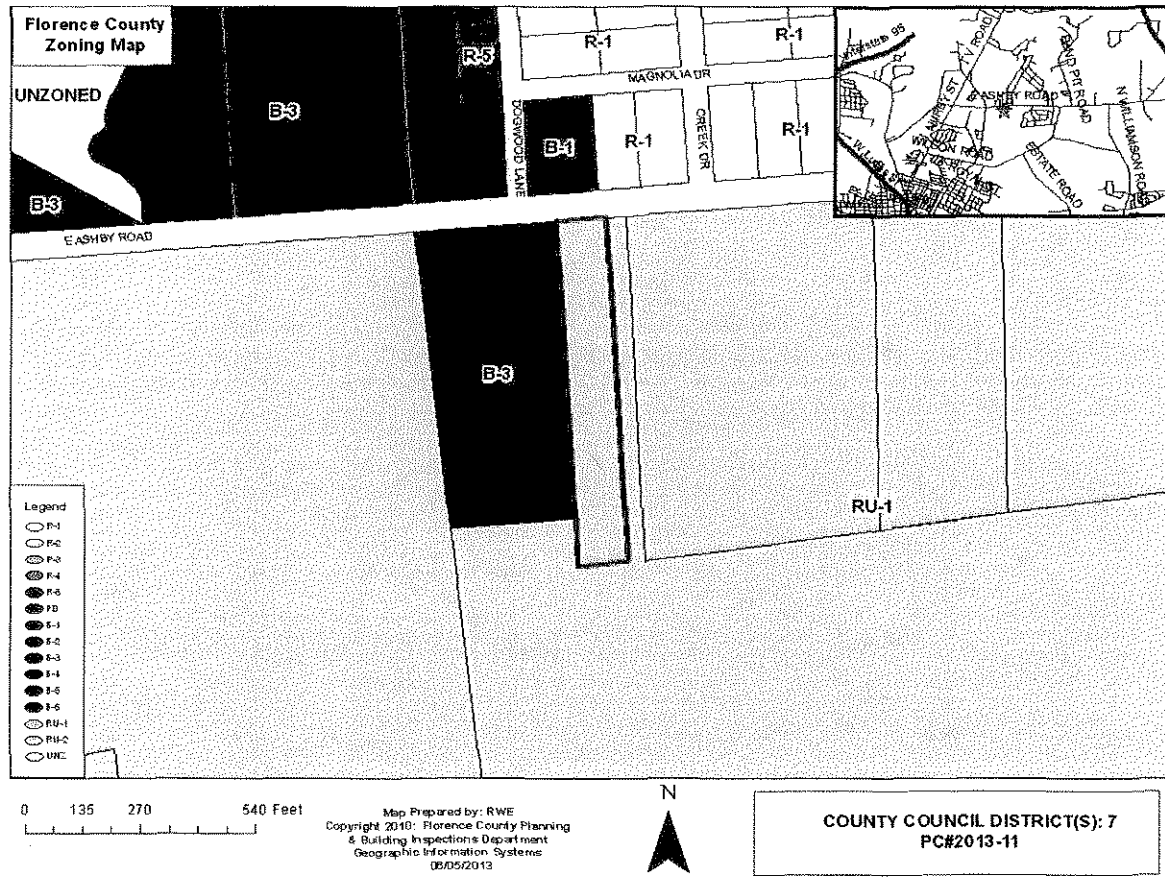
**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATIONS:**

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











# **FLORENCE COUNTY COUNCIL**

August 22, 2013

**AGENDA ITEM:** Ordinance No. 05-2013/14 – Second Reading

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

An Ordinance To Provide For The Creation Of Advisory Committees To The Fire/Rescue Services Coordinator; And Other Matters Related Thereto.

**OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 05-2013/14.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Ordinance No. 05-2013/14

Sponsor(s) : County Council  
 Introduction : July 18, 2013  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Public Hearing : August 22, 2013  
 Second Reading : August 22, 2013  
 Third Reading :  
 Effective Date :

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

## ORDINANCE NO. 05-2013/14

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

**[An Ordinance To Provide For The Creation of Advisory Committees To The Fire/Rescue Services Coordinator; And Other Matters Related Thereto.]**

#### **WHEREAS:**

1. For the safety, welfare and convenience of the public, the County of Florence has created the position of Fire/Rescue Services Coordinator; and
2. In order to fulfill the goals of Council to effectively provide for the safety and welfare of the citizens of Florence County and to plan, organize, direct and administer fire programs and fire emergency response operational guidelines for the unincorporated fire districts within the County of Florence and to forecast fiscal requirements Council deems it appropriate to establish advisory committees to the Fire/Rescue Services Coordinator.

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

1. There is hereby created an Operations Advisory Committee to the Florence County Fire/Rescue Services Coordinator. The Committee shall consist of eight (8) members, composed of the Fire Chiefs from the Johnsonville Rural Fire Department, Sardis/Timmons ville Rural Fire Department, Howe Springs Fire Department, Hannah-Salem-Friendfield Fire District, West Florence Rural Fire Department, Windy Hill Volunteer Fire Company and Olanta Rural Volunteer Fire Department and the Fire/Rescue Services Coordinator. The Fire/Rescue Services Coordinator shall serve as Chairman. The Operations Advisory Committee's duty will be to develop standard operating procedures/guidelines, training standards, fire inspection programs, and fire prevention programs as well as other duties related to operating the seven (7) fire departments located within the unincorporated areas of Florence County. The Operations Advisory Committee is to assist in the assessment of buildings, equipment, and manpower of the respective fire districts and develop a strategic plan to deliver fire and rescue services in the unincorporated areas of Florence County. The Operations Advisory Committee shall advise on all operational aspects of the contracts between Florence County and the non-profit corporations (fire department) for each of the seven (7) fire districts which are providing fire and rescue services in Florence County.

2. There is hereby created a Finance Advisory Committee to the Florence County Fire/Rescue Services Coordinator. The Committee shall consist of eight (8) members, composed of a representative designated by each fire department appointed by Florence County Council and the Fire/Rescue Services Coordinator. The Fire/Rescue Services Coordinator shall serve as Chairman. The Finance Advisory Committee duties will be to assist in the development of a budget for operational and capital needs for each of the seven (7) fire districts located in Florence County based on needs approved by the Operations Advisory Committee. The Finance Advisory Committee shall advise on all financial aspects of the contracts between Florence County and the non-profit corporations (fire departments) of each of the seven (7) fire districts which are providing fire and rescue services in Florence County.
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, Council Clerk

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

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

## **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Second Reading of Ordinance No. 06-2013/14

**DEPARTMENT:** Finance

### **ISSUE UNDER CONSIDERATION:**

(An Ordinance To Amend Ordinance No. 01-2013/14 In Order To Provide Additional Operating Funding For The Hannah-Salem-Friendfield Rural Fire District And Other Matters Related Thereto.)

### **POINTS TO CONSIDER:**

1. Hannah-Salem-Friendfield Rural Fire District ("the District") has indicated that their operating budget for the fiscal year ending June 30, 2014 is projected to experience a deficit of approximately \$85,000.
2. As a result of the millage rate cap provisions included in Act 388 adopted by the South Carolina Legislature in 2006, the District is unable to increase its millage rate in a sufficient amount to offset this deficit.
3. Certain members of Florence County Council have indicated a willingness to forgo some or all of their FY2014 district infrastructure allocation in order to assist the District offset this projected deficit.
4. Per consultation with the County Attorney, this supplemental appropriation requires the prospective amendment of Florence County's FY2014 annual budget ordinance, Ordinance No. 01-2013/14.

### **FUNDING FACTORS:**

1. The additional direct assistance funding for Hannah-Salem-Friendfield Rural Fire District in the amount of \$85,000 is being taken from the FY2014 Council District Infrastructure Allocation.

### **OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 06-2013/14.
2. Provide An Alternate Directive

### **ATTACHMENT:**

1. Ordinance No. 06-2013/14

Sponsor(s) : County Council  
Introduction : August 2, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing : August 22, 2013  
Second Reading : August 22, 2013  
Third Reading : September 19, 2013  
Effective Date : September 19, 2013

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

## **ORDINANCE NO. 06-2013/14**

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

**[An Ordinance To Amend Ordinance No. 01-2013/2014 In Order To Provide Additional Operating Funding For The Hannah-Salem-Friendfield Rural Fire District And Other Matters Related Thereto.]**

#### **WHEREAS:**

1. The Florence County Council resolves to amend the previously adopted budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014 in order to provide a supplemental appropriation to the Hannah-Salem-Friendfield Rural Fire District; and
2. As a result of this resolution, the County Council will adopt this budget amendment ordinance 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 FY2014 budgetary appropriations and directs the allocation of revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY2014 appropriated budgets:

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

- 1) In order to provide a supplemental appropriation to the Hannah-Salem-Friendfield Rural Fire District, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-511-391-005-0000	\$ 85,000
Expenditures	10-421-481-950-9000	\$ 85,000

2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.



3. 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:

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Connie Y. Haselden  
Clerk to Council

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James T. Schofield, Chairman  
Florence County Council

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

## FLORENCE COUNTY COUNCIL MEETING

Thursday, August 22, 2013

**AGENDA ITEM:** Ordinance No. 07-2013/14  
Introduction

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located At 114, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 308 E. Carolyn Avenue And 316, 318, 322, 326, 328, 330 E. Grace Drive, Florence, More Specifically Shown On Tax Map Numbers 90095, Block 01, Parcels 017, 030, 032-041, And Tax Map Numbers 90095, Block 02, Parcels 001-006, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.] (*Planning Commission approved 8-0: Council District 8*)

**POINTS TO CONSIDER:**

1. The subject properties' designation, as established by the Land Use Map of the Florence County Comprehensive Plan, is Commercial Growth and Preservation.
2. The applicant is proposing to change the designation to Suburban Development to correct an original mistake or manifest error.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Ordinance No. 07-2013/14
2. Resolution for PC#2013-07
3. Staff report for PC#2013-07
4. Comprehensive Land Use Plan Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: July 23, 2013	Council Clerk, certify that this
Planning Commission Public Hearing	: July 23, 2013	Ordinance was advertised for
Planning Commission Action	: July 23, 2013 [Approved 8-0]	Public Hearing on _____.
First Reading/Introduction	: August 22, 2013	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 07-2013/14**

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

**[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located At 114, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 308 E. Carolyn Avenue And 316, 318, 322, 326, 328, 330 E. Grace Drive, Florence, More Specifically Shown On Tax Map Numbers 90095, Block 01, Parcels 017, 030, 032-041, And Tax Map Numbers 90095, Block 02, Parcels 001-006, From Commercial Growth And Preservation To Suburban Development; 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 generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on July 23, 2013.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designation for properties in Florence County located at 114, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 308 E. Carolyn Avenue and 316, 318, 322, 326, 328, 330 E. Grace Drive, Florence, more specifically shown on Tax Map Numbers 90095, Block 01, Parcels 017, 030, 032-041, And Tax Map Numbers 90095, Block 02, Parcels 001-006, from Commercial Growth and Preservation to Suburban Development. The parcels consist of approximately 5.94 acres.
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:

**RESOLUTION FOR PC#2013-07**  
**FLORENCE COUNTY PLANNING COMMISSION**

**[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence On E. Carolyn Avenue And E. Grace Drive, More Specifically Shown On Tax Map Numbers 90095, Block 01, Parcels 017, 030, 032-041, And Tax Map Numbers 90095, Block 02, Parcels 001-006, From Commercial Growth And Preservation To Suburban Development As Referenced On The Agenda Map.]**

**WHEREAS:**

1. The subject properties' designations as established by the Land Use Map of the Florence County Comprehensive Plan are Commercial Growth and Preservation.
2. The applicant is proposing to change the designation to Suburban Development to correct an original mistake or manifest error.
3. Therefore, a change to the Comprehensive Plan Map Land Use Designation for these properties is hereby recommended.

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

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Map Land Use Designation for Properties in Florence County Located in Florence on E. Carolyn Avenue and E. Grace Drive measuring approximately 5.94 acres from Commercial growth and Preservation to Suburban Development as referenced on the agenda map.

ATTEST:

Angela C. Thomas  
Angela C. Thomas, Secretary III

SIGNED:

David D. Hobbs  
David Hobbs, Chairman

COMMISSION VOTE: 8-0

OPPOSED: None

ABSENT: B. Lockhart  
D. Lockhart

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
July 23, 2013  
PC#2013-07  
ORDINANCE NO. 07-2013/14**

**Subject:** Comprehensive Plan Map Amendment to change the Land Use Map designations for properties in Florence County from Commercial Growth and Preservation to Suburban Development

**Locations:** 114, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 308 E. Carolyn Avenue and 316, 318, 322, 326, 328, 330 E. Grace Drive

**Tax Map Numbers** 90095, Block 01, Parcels 017, 030, 032-041  
90095, Block 02, Parcels 001-006

**Council District(s):** 8; County Council

**Applicant:** Planning Commission

**Land Area:** 18 parcels, approximately 5.94 acres

**Staff Analysis:**

The properties are currently designated Commercial Growth and Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designation to Suburban Development.

Staff's Justification/Reason for the proposed amendment is to correct an original mistake or manifest error.

**Comprehensive Land Use Plan Map Designation:**

The proposal is to change the designation to Suburban Development. Suburban Development provides areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole.

**Florence County Planning Commission Action: July 23, 2013:**

The eight Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

**Florence County Planning Commission Recommendation:**

Florence County Planning Commission recommends approval of the request to the Florence County Council for a Suburban Development land use designation to provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and industrial uses that enhance the area as a whole.

# Florence County Comprehensive Land Use Plan Map

CGP

SCHURCH ST.

E GRACE DR

SD

CGP

COF

## Legend

### LU Code

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

0 170 340 680 Feet

Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
07/03/2013

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COUNTY COUNCIL DISTRICT(S): 8  
PC#2013-07

Florence County 2011 Orthophotography Map



Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
07/03/2013



COUNTY COUNCIL DISTRICT(S): 8  
PC#2013-07

# **FLORENCE COUNTY COUNCIL**

August 22, 2013

**AGENDA ITEM:** Ordinance No. 08-2013/14 – Introduction

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

An Ordinance To Amend Florence County Code, Chapter 5, Ambulance Services, In Its Entirety To Establish Procedures Relating To Private Ambulance Services And Other Matters Relating Thereto.

**OPTIONS:**

1. *(Recommended)* Introduce Ordinance No. 08-2013/14.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Ordinance No. 08-2013/14



Sponsor(s) : EMS/County Council  
Introduction : August 22, 2013  
Committee Referral : July 18, 2013  
Committee Consideration Date : July 25, 2013  
Committee Recommendation : Approve the Ordinance  
Public Hearing :  
Second Reading :  
Third Reading :  
Effective Date :

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

## ORDINANCE NO. 08-2013/14

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

**[An Ordinance To Amend Florence County Code, Chapter 5, Ambulance Services, In Its Entirety To Establish Procedures Relating to Private Ambulance Services And Other Matters Relating Thereto.]**

#### WHEREAS:

Several revisions to the Florence County Code are proposed to facilitate efficient and effective emergency services to the residents of Florence County.

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

1. The Florence County Code, Chapter 5, Ambulance Services, is hereby amended and replaced in its entirety, to establish procedures relating to emergency services and said amendments are attached hereto and incorporated by reference.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect 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:

## **Chapter 5 Ambulance Services**

### **ARTICLE I IN GENERAL**

#### **Sec. 5-1 Purpose**

The purpose of this section is to set standards, regulations and procedures for the administration of ambulance services provided within the county. The Emergency Medical Services Department is the primary ambulance provider in the county providing treatment and transport in emergency situations to residents and visitors. Fees for services provided by the EMS Department are established by County Council in the annual budget ordinance or by resolution and then billed and collected by the Finance Department.

#### **Sec. 5-2 Definitions**

**Emergency:** The sudden onset of a medical condition manifest by symptoms of such severity that a prudent layperson could reasonably expect, without medical attention, to result in serious illness or disability; impairment of bodily function, dysfunction of the body; or prolonged pain, psychiatric disturbance or symptoms of withdrawal. Emergency is further defined as a situation that resulted from an accident, injury, acute illness, unconsciousness, or shock, for example, required oxygen or other emergency treatment, required the patient to remain immobile because of a fracture, stroke, heart attack, or severe hemorrhage.

**Non-emergency:** A call for service involving a patient whose condition is considered stable. A stable patient is one whose condition reasonably can be expected to remain the same throughout the transport and for whom none of the criteria for an emergency has been met. Non-emergency is further defined as a situation involving a scheduled visit to a physician's office, hospital or outpatient facility for treatment, routine physical examinations, x-rays, or laboratory tests, or the transport of a patient upon discharge from a hospital or nursing home to a hospital or nursing home or residence, or other routine situation.

### **ARTICLE II EMERGENCY AMBULANCE PROVIDERS**

#### **Sec. 5-3 Florence County Emergency Medical Services**

Florence County Emergency Medical Services (EMS) is a department of the Florence County Government. The EMS Department is the primary EMS provider in the county and is authorized to provide emergency ambulance services anywhere in the county.

#### **Sec. 5-4 Rescue Squads Acknowledged by County Council**

The Johnsonville Rescue Squad, Pamplico Rescue Squad, and Timmons ville Rescue Squad are authorized to provide emergency ambulance services in the county. The County and the rescue squads shall be bound by a contract that defines the role of each rescue squad and their primary coverage area. In addition to providing emergency ambulance services in their assigned coverage area, the Johnsonville Rescue Squad, Pamplico Rescue Squad, and Timmons ville Rescue Squad may be called on by the EMS supervisor to provide emergency ambulance services in other parts of the county.

#### Sec. 5-5 Hospital Owned Ambulance Services

Hospitals located in Florence County are authorized to provide emergency ambulance service to patients at their own facilities, to include assessment, patient care and transport. In these cases, the ambulances must be owned by the hospital and the personnel operating the ambulances must be employed by the hospital.

#### Sec. 5-6 Private Ambulance Companies

Private ambulance companies are authorized to provide emergency ambulance services in the county in accordance with Title 44 of the South Carolina Code of Laws, as amended, and the current version of the Department of Health and Environmental Control (DHEC) Regulation 61-7.

### **ARTICLE III NON-EMERGENCY AMBULANCE PROVIDERS**

#### Sec. 5-7 Rescue Squads Acknowledged by County Council

The Johnsonville Rescue Squad, Pamplico Rescue Squad, and Timmons ville Rescue Squad are authorized to provide non-emergency ambulance services in the county.

#### Sec. 5-8 Private Ambulance Companies

Private ambulance companies are authorized to provide non-emergency ambulance services in the county in accordance with Title 44 of the South Carolina Code of Laws, as amended, and the current version of the Department of Health and Environmental Control (DHEC) Regulation 61-7.

### **ARTICLE IV INTER-HOSPITAL TRANSPORTS**

#### Sec. 5-9 Florence County Emergency Medical Services

Florence County Emergency Medical Services is authorized to conduct transports from one hospital in the county to another hospital in the county. These include both emergency and non-emergency transports.

#### Sec. 5-10 Rescue Squads Acknowledged by County Council

The Johnsonville Rescue Squad, Pamplico Rescue Squad, and Timmons ville Rescue Squad are authorized to conduct transports from one hospital in the county to another hospital in the county. These include both emergency and non-emergency transports.

#### Sec. 5-11 Hospital Owned Ambulance Services

Hospitals located in Florence County are authorized to conduct transports from one hospital in the county to another hospital in the county. These include both emergency and non-emergency transports.

#### Sec. 5-12 Private Ambulance Companies

Private ambulance companies are authorized to conduct transports from one hospital in the county to another hospital in the county. These include both emergency and non-emergency transports.

## **ARTICLE V SPECIAL EVENTS, SPORTING EVENTS, ETC.**

### **Sec. 5-13 Florence County Emergency Medical Services**

Florence County Emergency Medical Services is authorized to provide ambulance services at special events (festivals, spectator events where large crowds are present, etc.) and sporting events anywhere in the county.

### **Sec. 5-14 Rescue Squads Acknowledged by County Council**

The Johnsonville Rescue Squad, Pamplico Rescue Squad, and Timmonsville Rescue Squad are authorized to provide ambulance services at special events (festivals, spectator events where large crowds are present, etc.) and sporting events anywhere in the county.

### **Sec. 5-15 Hospital Owned Ambulance Services**

Hospitals located in Florence County are authorized to provide ambulance services at special events (festivals, spectator events where large crowds are present, etc.) and sporting events anywhere in the county. Patients encountered at these events that meet the definition of "emergency" as defined in this ordinance shall be treated and transported in accordance with Title 44 of the South Carolina Code of Laws, as amended, and the current version of the Department of Health and Environmental Control (DHEC) Regulation 61-7.

### **Sec. 5-16 Private Ambulance Companies**

Private ambulance companies located in Florence County are authorized to provide ambulance services at special events (festivals, spectator events where large crowds are present, etc.) and sporting events anywhere in the county. Patients encountered at these events that meet the definition of "emergency" as defined in this ordinance shall be treated and transported in accordance with Title 44 of the South Carolina Code of Laws, as amended, and the current version of the Department of Health and Environmental Control (DHEC) Regulation 61-7.

## **ARTICLE VI EMERGENCY MEDICAL SERVICES ADVISORY BOARD**

### **Sec. 5-17**

There is hereby created and established, a board of Emergency Medical Services to be known as the Emergency Medical Services (EMS) Advisory Committee. The Emergency Medical Services Advisory Committee shall consist of Seven (7) members appointed by the Administrator of Florence County.

The members of the EMS Advisory Committee shall advise the Director of the Florence County EMS on the total delivery of patient care, operational aspects of EMS and the enhancement of patient care.

The members of the EMS Advisory Committee shall be appointed to their initial terms as follows: Two (2) members shall be appointed for a term of Four (4) years, Two (2) members shall be appointed for a term of Three (3) years, Two (2) members shall be appointed for a term of Two (2) years and One (1) member shall be appointed for a term of One (1) year. Their successor shall be appointed for terms of Four (4) years. Any members whose term expires shall continue to serve in such capacity until such time as his successor is duly appointed and qualified. The Seven (7) members upon being appointed and qualified shall take office at which time the term shall commence and shall expire as indicated upon the certificate of each member. Any member of the EMS Advisory Committee shall be eligible for re-appointment. The members of the EMS Advisory Committee shall serve without pay. The EMS Director of Florence County shall serve as Chairman of the EMS Advisory Committee. The EMS Advisory Committee shall annually elect a Vice Chairman, Secretary, and such other offices as it deems necessary. The EMS Advisory Committee shall meet semi-annually and at other times as called by the Chairman or upon the written request by a majority of the members.

DRAFT

# **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Introduction of Ordinance No. 09-2013/14

**DEPARTMENT:** Finance

**ISSUE UNDER CONSIDERATION:**

(An Ordinance To Amend Section 10d of Ordinance No. 01-2013/14 In Order To Increase Two Coroner Fees And To Add One Additional Coroner Fee And Other Matters Related Thereto.)

**POINTS TO CONSIDER:**

1. The Coroner requested that certain fees be established in the FY2014 budget ordinance.
2. After performing additional research and further reviewing the operation of the department, the Coroner has requested that two of the fees be increased and one fee be added.
3. The Coroner has requested that the autopsy report fee be increased to \$50 from \$25, that the coroner report fee be increased to \$25 from \$5, and that a cremation fee be added in the amount of \$10.
4. Members of the decedent's family, law enforcement, and the Solicitor's Office would be exempt from these fees.
5. The Coroner has not yet begun collecting these fees and will not do so until this Ordinance is adopted.

**OPTIONS:**

1. *(Recommended)* Approve Introduction of Ordinance No. 09-2013/14.
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Ordinance No. 09-2013/14

Sponsor(s) : County Council  
Introduction : August 22, 2013  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing : September 19, 2013  
Second Reading : September 19, 2013  
Third Reading : October 17, 2013  
Effective Date : October 17, 2013

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

## **ORDINANCE NO. 09-2013/2014**

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

**[An Ordinance To Amend Section 10d of Ordinance No. 01-2013/14 In Order To Increase Two Coroner Fees And To Add One Additional Coroner Fee And Other Matters Related Thereto.]**

#### **WHEREAS:**

1. The Florence County Council resolves to amend the previously adopted budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014 in order to increase two coroner fees and add one additional coroner fee; and
2. As a result of this resolution, the County Council will adopt this budget amendment ordinance 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. Section 10d of Ordinance No. 01-2013/14 is hereby deleted in its entirety and the following language is inserted in lieu thereof:

**“d. Coroner Fees:** Fees for services provided by the Coroner’s Office are hereby established as follows: autopsy report fee - \$50, coroner report fee - \$25.00, toxicology report fee - \$10, CD/photo fee - \$10, case file fee - \$50, and cremation fee - \$10. Members of the decedent’s family, as well as members of law enforcement and the Solicitor’s Office are exempt from these fees.”

2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

3. 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:

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Connie Y. Haselden  
Clerk to Council

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James T. Schofield, Chairman  
Florence County Council

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

DRAFT



# **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:**    Boards & Commission  
                                 Planning Commission

**DEPARTMENT:**    County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Re-Appointment Of Jody Lane To Serve On The Planning Commission,  
Representing Council District 8, With Appropriate Expiration Term.

**ATTACHMENTS:**

1. Current list of Board members.

## 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 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 Timmonsville, 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	Cheryl Floyd 2607 Claussen Road Florence, SC 29505 <a href="mailto:cfloyd@hbapeedee.com">cfloyd@hbapeedee.com</a>	661-0276 - H	6/2015
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<br>2711 Barkley Avenue<br>Florence, SC 29505<br><a href="mailto:cecil.cunha@yahoo.com">cecil.cunha@yahoo.com</a>         | 665-6199 - H<br><br><br>             | 6/2016 |
| 8 | Chairman<br>Jody Bryan Lane<br>P O Box 4807<br>Florence, SC 29502<br><a href="mailto:jodyblane@gmail.com">jodyblane@gmail.com</a>    | <br><br>667-0752 - H<br><br>         | 6/2011 |
| 9 | Linda Borgman<br>1010 Birch Circle<br>Florence, SC 29501<br><a href="mailto:linda@newharmoniypres.org">linda@newharmoniypres.org</a> | 662-8411 - O<br>669-5157 - H<br><br> | 6/2014 |

**TWO MUNICIPAL APPOINTEES:**

- |    |  |                          |        |
|----|--|--------------------------|--------|
| 1. | Vacant   |                          | 6/2016 |
| 2. | T. R. "Teddy" Green, III<br>25 Queen Elizabeth Way<br>Quinby, SC 29506<br><a href="mailto:tgreenjr@sc.rr.com">tgreenjr@sc.rr.com</a> | <br>669-4983 - H<br><br> | 6/2010 |

## **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:**     Boards & Commission  
                              West Florence Rural Volunteer Fire District

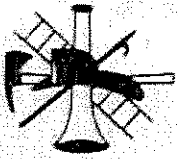
**DEPARTMENT:**     County Council

### **ISSUE UNDER CONSIDERATION:**

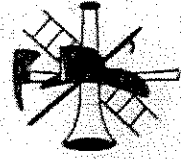
Approve The Recommendation Of The West Florence Rural Volunteer Fire District Board For The Re-Appointment Of Linda Lang Gipko To Serve On The West Florence Rural Volunteer Fire District Board Of Fire Control, With Appropriate Expiration Term.

### **ATTACHMENTS:**

1. Letter from Dustin Fails, Chairman, West Florence Rural Volunteer Fire District.
2. Current West Florence Rural Volunteer Fire District Board of Fire Control membership listing.



# WEST FLORENCE RURAL VOLUNTEER FIRE DISTRICT



July 29, 2013

To: Mr. Williard Dorriety Councilman, Florence County Council

RE: Open Position on West Florence Rural Fire District

Councilman Dorriety,

The West Florence Fire District would like to submit the name of Mrs. Linda Lang Gipkoto renew her seat on the District board Seat 5. She has been a valuable asset to the district and department and we look forward to her continuing to serve.

Thank you!

Chairman,

Dustin Falls

3379 Pineneedles Road  
P.O. Box 3952  
Florence, South Carolina 29502  
Phone: 843-665-8857 • Fax: 843-665-1112  
Email: [district@westflorencefd.com](mailto:district@westflorencefd.com)

**WEST FLORENCE RURAL VOLUNTEER FIRE DISTRICT**  
**BOARD OF FIRE CONTROL**

**AUTHORITY:** Ordinance No. 31-2006/07

**APPOINTED BY:** County Council

Board shall consist of five (5) members appointed by Council; must be residents of the fire district. The membership of the Fire District will recommend member(s) to the Florence County Council within sixty (60) days of a board vacancy. Staggered terms initially, then four (4) year terms. Effective July 1, 2007.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Charles T. Tolson 340 Fairhaven Street Florence, SC 29501	6/2015
2	Avery R. Hewitt 1808 Joseph Circle Florence, SC 29501	6/2015
3	Howard S. Worrell 2133 Silverthorn St. Florence, SC 29505	6/2014
4	Dustin Fails 317 Magna Carta Road Florence, SC 29501 (Chairman – 09/30/12)	6/2014
5	Mrs. Linda Lang Gipko 1012 Troon Drive Florence, SC 29501	6/2013

## **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Administration

**ISSUE UNDER CONSIDERATION:**

Approve The Revised 2013 Calendar Of Meeting Dates And Holidays To Change The Time Of The September 19<sup>th</sup> Regular Meeting From 6:00 p.m. to 5:00 p.m.

**ATTACHMENTS:**

Copy of proposed Revised Schedule of "County Council Meeting Dates for 2013" and "Official County Holidays for 2013."

## COUNTY COUNCIL MEETING DATES FOR 2013

<u>MEETING DATES/TIMES</u>	<u>SCAC &amp; NACo MEETING DATES and OTHER INFORMATION</u>	<u>AGENDA ITEMS DUE [CUTOFF DATES]</u>
JANUARY 17 / 9:00 A.M.		JANUARY 4
FEBRUARY 21 / 9:00 A.M.	SCAC – MID-YEAR CONFERENCE, COLUMBIA, SC FEB 20-21, 2013	FEBRUARY 8
MARCH 21 / 9:00 A.M.	NACo – LEGISLATIVE CONFERENCE WASHINGTON, DC MAR 2 – 6, 2013	MARCH 8
APRIL 18 / 9:00 A.M.		APRIL 5
MAY 16 / 9:00 A.M.		MAY 3
JUNE 20 / 9:00 A.M.		JUNE 7
JULY 18 / 9:00 A.M.	NACo ANNUAL CONFERENCE – FORT WORTH, TEXAS JULY 19-23, 2013	JULY 5
AUGUST 22 / 9:00 A.M.	SCAC ANNUAL CONFERENCE & SC INSTITUTE CLASSES HILTON HEAD MARRIOTT, HILTON HEAD ISLAND, SC: AUGUST 3-7, 2013	AUGUST 9
SEPTEMBER 19 / 5:00 P.M.	HELD AT THE LAKE CITY BEAN MARKET MUSEUM	SEPTEMBER 6
OCTOBER 17 / 9:00 A.M.	SCAC INSTITUTE OF GOVERNMENT AND COUNTY COUNCIL COALITION – COLUMBIA, SC	OCTOBER 4
NOVEMBER 21 / 9:00 A.M.		NOVEMBER 8
DECEMBER 12 / 9:00 A.M.	SCAC LEGISLATIVE CONFERENCE – CHARLESTON, SC	NOVEMBER 29

## OFFICIAL COUNTY HOLIDAYS FOR 2013

OBSERVANCE OF DR. MARTIN LUTHER KING, JR.'S BIRTHDAY	MONDAY, JANUARY 21
GOOD FRIDAY	FRIDAY, MARCH 29
MEMORIAL DAY	MONDAY, MAY 27
INDEPENDENCE DAY	THURSDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 2
THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING	THURSDAY AND FRIDAY NOVEMBER 28-29
CHRISTMAS	TUESDAY THRU THURSDAY, DECEMBER 24 – 26
NEW YEAR'S DAY	WEDNESDAY, JANUARY 1, 2014



## **FLORENCE COUNTY COUNCIL MEETING**

August 22, 2013

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Administration  
Grants Department

### **ISSUE UNDER CONSIDERATION:**

Accept Allocation From The South Carolina Department Of Transportation (SCDOT) Under The Florence County Transportation Committee (FCTC) C Funds Program, PCN #42918 In The Amount Of \$184,800 For The Resurfacing Of Black Creek Road From S-26 To S-1134.

### **POINTS TO CONSIDER:**

1. The South Carolina Department of Transportation under the C Funds Program, PCN#42918 has allocated \$184,800 for the resurfacing of Black Creek Road.
2. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

### **OPTIONS:**

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

### **ATTACHMENTS:**

Letter from South Carolina Department of Transportation dated August 6, 2013.



South Carolina  
Department of Transportation

August 6, 2013

Mr. K. G. Smith Jr.  
County Administrator  
Florence County  
180 North Irby Street MSC-G  
Florence, South Carolina 29501

Dear Mr. Smith:

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 a resurfacing project in Florence County.

Per the CTC's approval, \$184,800.00 was allocated to Florence County Public Works for local paving project **C PCN 42918**. This project is identified as resurfacing Black Creek Road from S-26 to S-1134. 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 Public Works 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.



Mr. K. G. Smith Jr.

Page 2

August 6, 2013

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

If you have any questions or concerns, please contact me at 803-737-4832 for assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Batina Feaster".

Batina Feaster  
Program Coordinator  
C Program Administration

BF:bmf  
Enclosures

# FLORENCE COUNTY COUNCIL MEETING

August 22, 2013

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Coroner  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request to Award Bid No. 06-13/14 Body Removal Services for the Coroner's Office to the low bidder Complete Scene Intervention, LLC of Florence, SC in the amount of \$1,400.00 per month for Body Pick-Up and Delivery to the Morgue at McLeod Regional Medical Center, \$400 per Trip for Body Pick-Up and Delivery to MUSC in Charleston, \$400 per Trip for Body Pick-Up and Delivery to Newberry Pathology Associates, Newberry, SC, and \$150 for Body Pick-Up and Delivery to Various Funeral Homes in Florence County. *(3 Compliant Bids Received).*

**POINTS TO CONSIDER:**

- 1) Bid No. 06-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter and in the Morning News on Thursday, July 25, 2013.
- 2) The bid opening was held on August 7, 2013.
- 3) Six (6) bids were received; Three (3) bids were compliant.
- 4) The lowest, responsive bidder was Complete Scene Intervention, LLC, Florence, SC.
- 5) Keith Lutcken, Florence County Coroner recommends the bid be awarded to Complete Scene Intervention, LLC.
- 6) The bid expires October 7, 2013.

**FUNDING FACTORS:**

- 1) \$30,000.00 = Total Amount to be funded by FY 14 budgeted funds.

**OPTIONS:**

- 1) Award Bid No. 06-13/14 *(Recommended).*
- 2) Decline Award.

**ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Authorization Form Recommendation from Keith Lutcken, Florence County Coroner dated August 7, 2013.

Florence County Dept: Coroner's Office						Bid Opening Date: 8/7/2013 Time: 3:00 PM		
Tabulation for Bid No. 06-13/14 Body Removal Service								
Name of Bidder	Bid Bond (Y/N)	Primary Bid	Alternate 1	Alternate 2	Alternate 3	Bid Total w/Alternates	Local 2% Deduction*	Bid Total w/Local Deduction
Graham & Godwin Funeral Home, P. O. Box 885, Lake City, SC 29560	No	\$900.00	\$350.00	\$375.00	\$300.00	\$1,925.00	-\$38.50	\$1,886.50
Complete Scene Intervention, LLC, 1016 S. Santiago Drive, Florence, SC 29501	Yes	\$1,400.00	\$400.00	\$400.00	\$150.00	\$2,350.00	-\$47.00	\$2,303.00
Palmetto Professional Services, Inc., P. O. Box 561 Darlington, SC 29540	Yes	\$3,850.00	\$405.00	\$310.00	\$190.00	\$4,755.00		\$5,255.00
Kennedy Brother's Transport and Removal Service, LLC, P. O. Box 6102, Florence, SC 29502	Yes	\$4,000.00	\$970.00	\$895.00	\$ 400.00	\$6,265.00	-\$125.30	\$6,139.70
McFadden Transportation Service, 318 Wilmont St., Lake City, SC 29560	No	\$4,700.00	\$475.00	\$475.00	\$300.00	\$5,950.00	-\$119.00	\$5,831.00
Howard Randal Transportation Services	No	No Bid	\$520.00	\$525.00	\$250.00	N/A	N/A	N/A

**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 (the vendor that is highlighted in bold letters) 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 lowest priced responsible/responsive bidder as stated on this bid tabulation.

AUTHORIZATION/INSTRUCTION TO PROCURMENT DEPARTMENT  
FOR BID PROCESS

Project: Body Transport + Removal  
Budget: \$30,000.00  
Funding Source: TBD  
Department: CORNER

1. I request that the Procurement Department bid the attached requisition according to the generic specifications attached.

[Signature] Date 07/17/13  
Department Head Signature

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.)

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:  
Complete Scene Intervention, LLC in the amount of  
\$50,000.00. I have attached a letter of recommendation.

[Signature] Date 08/07/13  
Department Head

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

August 22, 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. 01-13/14 to Repair the Splash Pad at Lynches River County Park to the low bidder JMD Construction of Myrtle Beach, SC in the amount of \$45,400.00 (2 *Compliant Bids Received*).

**POINTS TO CONSIDER:**

- 1) Bid No. 01-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter and in the Morning News on Monday, June 24, 2013. A mandatory pre-bid meeting was held on Monday, July 8, 2013. Five (5) companies attended the pre-bid meeting.
- 2) The bid opening was held on July 25, 2013.
- 3) Two (2) bids were received; Two (2) bids were compliant.
- 4) Bid award recommendation from Ron Pridgen, Interim Parks and Recreation Department Director.
- 5) The bid expires October 24, 2013.

**FUNDING FACTORS:**

- 1) \$48,029.00 = Total Amount to be funded by the FY 13-2014 budget line item 010-471-451-200-8600.

**OPTIONS:**

- 1) Award Bid No. 01-13/14 (*Recommended*).
- 2) Decline Award.

**ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Authorization Form Recommendation from Parks and Recreation dated July 30, 2013.

Dept: Parks and Recreation Splash Pad at the Lynches River County Park		Bid Opening Date: 7/25/2013 Time: 3:00 PM		
Invitation-to-Bid #01-13/14				
Name of Bidder	Addendum (Y/N)	Primary Bid	Alternate 1	Bid Total Including Alternate
JMD Construction, P. O. Box 30638, Myrtle Beach, SC 29588	Yes	\$27,200.00	\$18,200.00	\$ 45,400.00
Southern Pool Company, LLC, P.O. Box 150, Scotts, NC 28699	Yes	\$ 40,135.00	\$ 18,530.00	\$ 58,665.00

**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 tabulation.



**AUTHORIZATION/INSTRUCTION TO PROCURMENT DEPARTMENT  
FOR BID PROCESS**

<b>Project:</b> <u>Lynches River County Park Splash Pad Repair</u>
<b>Budget:</b> <u>\$30,000</u>
<b>Funding Source:</b> <u>010-471-451-200-8600</u>
<b>Department:</b> <u>Parks &amp; Recreation (451-200)</u>

<b>1. I request that the Procurement Department bid the attached requisition according to the generic specifications attached.</b>	
<u><i>Joseph L. R.</i></u>	<u>2/19/13</u>
Department Head Signature	Date

<b>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.)</b>	
Department Head	Date
Facilities Manager (if required)*	Date

<b>3. I have reviewed the bid package and have indicated necessary changes to the attached bid documents.</b>	
Department Head	Date
Facilities Manager (if required)*	Date

<b>4. I have reviewed the bids and recommend that the bid be awarded to:</b>	
<u>JMD Construction</u> in the amount of <u>\$45,400</u>	
I have attached a letter of recommendation.	
<u><i>Rominia R.</i></u>	<u>2/30/13</u>
Department Head	Date

<b>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.</b>	
Department Head	Date

\* Bids involving construction projects of new or existing county facilities.

# FLORENCE COUNTY COUNCIL MEETING

August 22, 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. 05-13/14 Greenwood Park Parking Lot Lighting to the low bidder Melton Electric, Inc. of Myrtle Beach, SC in the amount of \$25,758.00 and approve additional funding for the project in the amount of \$5,758 to be funded from Council Districts 5, 6, 7, and 8 (\$1,439.50 from each district) Infrastructure Funding allocations. *(6 Compliant Bids Received)*.

## **POINTS TO CONSIDER:**

- 1) Bid No. 05-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter and in the Morning News on Thursday, July 25, 2013. A mandatory pre-bid meeting was held on Thursday, July 25, 2013.
- 2) The bid opening was held on August 8, 2013.
- 3) Six (6) bids were received; Six (6) bids were compliant.
- 4) Bid award recommendation from Ronnie Pridgen, Interim Parks and Recreation Department Director.
- 5) The bid expires October 24, 2013.

## **FUNDING FACTORS:**

- 1) \$20,000= Total infrastructure funding previously approved by Council in May 2013 for the project.
- 2) \$5,758 = Additional funding required for the project to be funded from Infrastructure Funding from Council Districts 5, 6, 7, and 8 equally (\$1,439.50).

## **OPTIONS:**

- 1) Award Bid No. 05-13/14 *(Recommended)*.
- 2) Decline Award.

## **ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Authorization Form Recommendation from Parks and Recreation.

Florence County, SC  
 Dept: Parks and Recreation Department  
 Bid Opening Date: 8/8/2013  
 Time: 3:00 PM

**TABULATION FOR BID NO. 05-13/14  
 GREENWOOD PARK-PARKING LOT LIGHTING**

Name of Bidder	Submitted Bid
Melton Electric, Inc. 111 Jacob Lane, Myrtle Beach, SC 29579	\$25,758.00
J & M Electrical Services, 280 Rum Gully Road, Murrells Inlet, SC 29576	\$28,093.00
Stanley Drake Construction Co., 366 Neeley Street, Sumter, SC 29150	\$31,017.00
South Eastern Construction of the Midlands, LLC, 256 Harvest Ct., Pelion, SC 29123	\$55,144.28
White Electrical Construction Co., 5504 Caterpillar Drive, Apex, NC 27539	\$55,900.00
MADCAR Construction, Inc. 381 Mimosa Trail, Anderson, SC 29624	\$74,500.00

**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 (**the vendor that is highlighted in bold letters**) 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 lowest priced responsible/responsive bidder as stated on this bid tabulation.

AUTHORIZATION/INSTRUCTION TO PROCURMENT DEPARTMENT  
FOR BID PROCESS

Project: GREENWOOD PARKING LOT LIGHTING  
Budget: \$20,000  
Funding Source: INFRASTRUCTURE ACCTS 5, 6, 7, & 9  
Department: 451- PARKS AND RECREATION

1. I request that the Procurement Department bid the attached requisition according to the generic specifications attached.

Tosha L Date 6/18/13  
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.)

Tosha L Date 6/21/13  
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: Melton Electric in the amount of \$25,258.00. I have attached a letter of recommendation.

Rosario Date 8/13/13  
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**

August 22, 2013

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Procurement Department

**ISSUE UNDER CONSIDERATION:**

Request The Appointment Of A Council Member To Serve On The RFQ Panel For Engineering Services.

# FLORENCE COUNTY COUNCIL MEETING

August 22, 2013

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Public Works – Environmental Services  
Finance

## **ISSUE UNDER CONSIDERATION:**

Council is requested to approve the transfer of \$20,000 from General Fund Contingency to the Environmental Services Department budget to be used for the purchase of chemicals for mosquito abatement.

## **POINTS TO CONSIDER:**

1. Section 1c1 of Ordinance No. 01-2013/14 states in part that “Expenditures from General Fund contingency are generally done by resolution or voice motion.”
2. As a result of the record amount of rain received during the month of July, the Environmental Services Department has expended nearly the entire amount budgeted in its FY2014 budget for chemicals for mosquito abatement.
3. The Environmental Services Department typically purchases these chemicals at the end of the hurricane season.
4. The Public Works Director has requested this transfer on behalf of the Environmental Services Department.

## **FUNDING FACTORS:**

1. Sufficient funds are available in General Fund Contingency for this transfer

## **OPTIONS:**

1. *(Recommended)* Approve the transfer of \$20,000 from General Fund Contingency to the Environmental Services Department budget to be used for the purchase of chemicals for mosquito abatement.
2. Provide An Alternate Directive

## **ATTACHMENT:**

(NONE)

Florence County Council Meeting  
August 22, 2013

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 1

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$10,000 From Council District 1 Infrastructure Funding Allocation For Repairs And Reroofing On Maintenance Buildings For The Town Of Scranton.

**FUNDING SOURCE:**

XXX Infrastructure  
\_\_\_\_\_ Road System Maintenance Fee  
\_\_\_\_\_ Utility

Signed: verbally approved – signature pending  
Requested by Councilman Jason M. Springs

Date: \_\_\_\_\_

**ATTACHMENTS:**

Copy of the request from the Town of Scranton.

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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

*Town of Scranton  
P.O. Box 279  
Scranton, SC 29591  
843-389-2222*

*08-06-2013*

*Florence County  
Councilman Jason Springs  
201 N. Blanding Street  
Lake City, SC 29560*

*Ref: Funds for Repairs and Reroofing on Maintenance Buildings*

*Dear Councilman Springs:*

*I am requesting funds for repairs and reroofing on maintenance buildings for the Town of Scranton. The estimated cost of repairs will be ten thousand dollars (\$10,000.00). I would appreciate your help with this request. If you have any questions feel free to call me on my cell number at 843-598-1413.*

*Sincerely,*

  
*Mayor Terry Knotts*



**Florence County Council Meeting**  
**August 22, 2013**

**AGENDA ITEM:**     Other Business  
                         Infrastructure Project  
                         Council District 4

**DEPARTMENT:**     County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$4,900 From Council District 4 Infrastructure Funding Allocation For Purchasing of Security Doors for Buildings at Lynches River Athletic Park.

**FUNDING SOURCE:**

XXX    Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**Requested by Councilmember:**

**Signed:** verbally approved – signature pending  
             Councilman Mitchell Kirby

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**  
**August 22, 2013**

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Requested by Council District 6

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$1,960.80 From Council District 6 Infrastructure Funding Allocation To Assist In Putting A Cement Drive And Walkway At Greenwood Athletic Park.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

Requested by Councilmember:

Signed: \_\_\_\_\_

  
Councilman Russell W. Culberson

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.

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Connie Y. Haselden, Clerk to Council

## FLORENCE COUNTY COUNCIL MEETING

August 22, 2013

**AGENDA ITEM:** Other Business  
Council District #7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$61,538.00 from Council District #7 funding allocations to pay for the resurfacing of Walnut Street.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

☒ Infrastructure  
☐ Road System Maintenance  
☐ Utility

**SIGNED:**   
Requested by Councilmember: Waymon Mumford

Date: 08/08/13

**ATTACHMENTS:**

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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  
August 22, 2013

**AGENDA ITEM:**     Other Business  
                             Infrastructure Project

**DEPARTMENT:**     County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Re-Allocation Of Up To \$85,000 From Council Districts' Infrastructure Funding Allocations (As Indicated Below) To Transfer Funding From District Infrastructure Allocations To The County General Fund.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance Fee                      \_\_\_\_\_ Utility

**Requested by Councilmember:** Roger M. Poston, District 2

Amount: <u>\$9,000</u>	\$17,000 _____	\$9,000 _____
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Signed: _____ Jason M. Springs	_____ Roger M. Poston	_____ Alphonso Bradley
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Amount: <u>\$4,000</u>	\$9,000 _____	\$11,000 _____
------------------------	---------------	----------------

Signed: _____ Mitchell Kirby	_____ Kent C. Caudle	_____ Russell W. Culberson
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Amount: <u>\$11,000</u>	\$11,000 _____	\$4,000 _____
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Signed: _____ Waymon Mumford	_____ James T. Schofield	_____ Willard Dorriety, Jr.
---------------------------------	-----------------------------	--------------------------------

Date: \_\_\_\_\_

**ATTACHMENTS:**

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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

August 22, 2013

**AGENDA ITEM:** Other Business  
RSMF Project  
Council District 6

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$18,150.00 From Council District 6 RSMF Funding Allocation To Pay For Additional Crushed Asphalt For Dunaway Road.


The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
XXX Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:**

  
Requested by Councilmember: Russell W. Culberson

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

August 22, 2013

**AGENDA ITEM:** Other Business  
Council District #7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$96,420.00 from Council District #7 funding allocations to pay for the resurfacing and reclamation of Royal Street.

The cost estimate was prepared by Florence County Public Works.  
Funding availability subject to confirmation by the Finance Dept.

**FUNDING SOURCE:**

☐ Infrastructure  
☒ Road System Maintenance  
☐ Utility

**SIGNED:**   
Requested by Councilmember: Waymon Mumford

Date: 08/01/13

**ATTACHMENTS:**

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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.

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Connie Y. Haselden, Clerk to Council

**FLORENCE COUNTY COUNCIL MEETING**  
**August 22, 2013**

**AGENDA ITEM:** Other Business  
Council District #8

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$8,500.00 from Council District #8 funding allocations to pay for the resurfacing of Crownland Estates.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

☒ Infrastructure  
☒ Road System Maintenance  
☐ Utility

**SIGNED:**

Requested by Councilmember: James T. Schofield

Date: \_\_\_\_\_

**ATTACHMENTS:**

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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.

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Connie Y. Haselden, Clerk to Council

# FLORENCE COUNTY COUNCIL MEETING

August 22, 2013

**AGENDA ITEM:** Other Business  
Road System Maintenance Fee (RSMF) Project  
Council District 8

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$41,250.00 From Council District 8 RSMF Funding Allocation To Pay For 1 ½" Of Hot Laid Asphalt For The City Portion Of Woods Drive Off Of Second Loop Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Dept.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
XXX Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:**   
Requested by Councilmember: James 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.

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Connie Y. Haselden, Clerk to Council



**PROPOSED ADDITIONS TO THE**  
**AUGUST 22, 2013 MEETING AGENDA**

**DESCRIPTION**  
(Requested by)

**DATE REC'D**

**ITEM**

**BOARDS &**  
**COMMISSIONS**

City-County Stadium  
Commission

08/19/13

Approve The Re-Appointment Of Steven Reaves To Serve On The City-County Stadium Commission, Representing County Council In Seat 7, With Appropriate Expiration Term.

**REPORTS TO**  
**COUNCIL**

Museum/Grants

08/16/13

Accept A Grant Award In The Amount Of \$70,000 From The Duke Energy Foundation For An Interactive Duke Energy Natural Science & History Touch Table At The Florence County Museum.

Economic  
Development

08/21/13

Adopt A Contract For The Conveyance, Improvement And Reconveyance Of Real Property Between The County Of Florence And Pee Dee Electricom Inc.

Economic  
Development

08/21/13

Adopt A Fixed Price Repayment Agreement Between Florence County Economic Development Partnership And Robert L. Thomas, Jr. and Eugene P. Warr, Jr., Jean McLendon, And Jane Rhoden.

**OTHER BUSINESS**

Council District 9 -  
RSMF/Utility Funding

08/19/13

Approve The Expenditure Of Up To \$93,325 From Council District 9 RSMF/Utility Funding Allocations (\$30,000 From Utility And \$63,325 From RSMF) To Pay For Full Depth Patching And 1 ½" Resurfacing On Parliament Circle And 1 ½" Surface On New Gate Court.

# **FLORENCE COUNTY COUNCIL MEETING**

## **Proposed Addition to Agenda**

August 22, 2013

**AGENDA ITEM:**     Boards & Commission  
                             Florence City-County Stadium Commission

**DEPARTMENT:**     County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Re-Appointment Of Steven Reaves To Serve On The City-County Stadium Commission, Representing County Council In Seat 7, With Appropriate Expiration Term.

**ATTACHMENTS:**

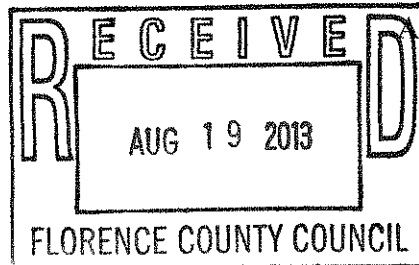
1. Letter of Recommendation from Stadium Commission Chair Gerald Holley.
2. Current list of Board members.

**FLORENCE CITY-STADIUM COMMISSION**

**Post Office Box 13863**

**Florence, SC 20504**

**Florence County Council  
City-County Complex  
180 North Irby Street, MSC-H  
Florence, SC 29501**



**August 19, 2013**

**Dear Council Member:**

**The term of Steve Reaves on the Florence City-County Stadium Commission has expired. I am writing to recommend that he be re-appointed to the Commission. He holds seat #7 which represents Florence County Council.**

**Mr. Reaves has served well during his time on the Commission and is presently our treasurer. He regularly attends meetings and provides any service requested of him. He is agreeable to being re-appointed.**

**Your assistance in this matter will be appreciated.**

**Yours truly,**

**Gerald Holley  
Chairman**

**FLORENCE CITY-COUNTY MEMORIAL STADIUM**  
**COMMISSION**

**AUTHORITY:**

**Ordinance #04-80/81 AND #08-84/85**

**APPOINTED BY:**

**County Council**

**MEMBERSHIP**  
**ROSTER**

Eight (8) members appointed by the Florence County Council, upon the recommendation of: two (2) members by the City Council of Florence, two (2) members by the Florence County Council, two (2) members by Florence Public School District No. 1, and two (2) members by the Fred H. Sexton Post No. One of the American Legion. The terms shall be for five years.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>APPOINTING AUTHORITY</u>	<u>TERM TO EXPIRE</u>
1	Chappell Jones 811 Mohawk Drive Florence, SC 29501	City Council 669-5000	11-2015
2	Rob Cooksey 700 S. Cashua, Suite 21-B Florence, SC 29501	City Council 229-2244	11-2016
3	Vacant	School District #1	11-2016
4	Gerald D. Holley 612 Grove Park Drive Florence, SC 29501	School District #1 662-7783 - H 669-4141 - O	11-2012
5	Michael W. Richey Post Office Box 5331 (American Legion address) Florence, SC 29501	American Legion	11-2012
6	George Rigby 712 Briarleigh Road Florence, SC 29501	American Legion 206-5677	11-2014

7	Thomas Steven Reaves 830 Old Woodlands Road Florence, SC 29505	County Council 662-0566	11-2007
8	H. Mack Dixon 308 Wildwood Drive Quinby, SC 29506	County Council 662-2468	11-2014

Mail general correspondence to:  
Mr. Gerald D. Holley, Chairman  
Florence City-County Stadium Commission  
P O Box 13863  
Florence, SC 29504-3863

**FLORENCE COUNTY COUNCIL MEETING**  
**PROPOSED ADDITION TO THE AGENDA**

August 22, 2013

**AGENDA ITEM:**     Reports to Council  
                         Grant Award Duke Energy Foundation

**DEPARTMENT:**     Florence County Museum  
                         Grants Department

**ISSUES UNDER CONSIDERATION:**

Council is requested to accept a grant award in the amount of \$70,000 from the Duke Energy Foundation for an Interactive Duke Energy Natural Science & History Touch Table at the Florence County Museum.

**POINTS TO CONSIDER:**

1. The Florence County Museum will utilize the Duke Energy Foundation grant to cover costs associated with purchase of an interactive touch table to allow patrons to explore the culture of the Pee Dee Region of South Carolina and its contributions to the world by digitally examining important works of art, maps, photographs, interpretations and video.
2. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

**FUNDING FACTORS:**

1. \$70,000 = Total amount of funds distributed by the Duke Energy Foundation to create an Interactive Touch Table at the Florence County Museum.

**OPTIONS:**

1. *(Recommended)* Approve as presented.
2. Provide an Alternative Directive.

**ATTACHMENTS:**

Award Receipt from the Duke Energy Foundation.



Duke Energy Foundation  
400 South Tryon Street  
Charlotte, NC 28285

Mailing Address:  
PO Box 1007  
Charlotte, NC 28202

July 17, 2013

Grants Manager  
Florence County Museum  
180 North Irby Street, MSC-G  
Florence, SC 29501

Reference ID: 160M563604

Dear Grants Manager:

Duke Energy values a strong commitment to our communities. The Duke Energy Foundation continues to honor this commitment, with support of organizations such as Florence County Museum.

A check in the amount of \$70,000.00 is enclosed. This is a restricted contribution for purposes outlined in the grant and for use in the United States. No goods or services will be rendered in return.

Many of the organizations we support communicate the contributions they receive through their newsletters, press releases, etc. If you follow this practice, we would appreciate mention of our contributions in those communications. If you wish to send any copies to us, we welcome and appreciate the opportunity to share throughout our company.

For more details on our philanthropic areas of focus, please visit the Duke Energy website at <http://www.Duke-Energy.com>. We wish you much success with your future endeavors.

Sincerely,

A handwritten signature in dark ink that reads 'Alisa A. McDonald'. The signature is written in a cursive, flowing style.

Alisa A. McDonald

Enclosure

**FLORENCE COUNTY COUNCIL MEETING**  
**Proposed Addition to Agenda**  
**August 22, 2013**

**AGENDA ITEM:**     Reports to Council

**DEPARTMENT:**     Economic Development

**ISSUE UNDER CONSIDERATION:**

(Adopt A Contract For The Conveyance, Improvement And Reconveyance Of Real Property Between The County Of Florence And Pee Dee Electricom Inc.)

**OPTIONS:**

1.    *(Recommended)* Approve the Contract as presented.
2.    Provide An Alternate Directive

**ATTACHMENT:**

1.    Copy of proposed Contract



**THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE  
TERMS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT SECTION  
15-48-10, ET SEQ (STATE LAWS OF SOUTH CAROLINA 1976 AS  
AMENDED)**

STATE OF SOUTH CAROLINA	)	CONTRACT FOR THE
	)	CONVEYANCE, IMPROVEMENT
COUNTY OF FLORENCE	)	AND RECONVEYANCE OF
		REAL PROPERTY

This contract is entered into, effective as of the date of last execution by the parties, by and between Florence County, South Carolina, a South Carolina Political Subdivision and Pee Dee Electricom, Inc., a corporation formed in the State of South Carolina, with its principal office located in Darlington County, South Carolina. Evidence of authorization to enter into this contract shall be by resolution duly enacted by the governing boards of the parties hereto and attached as Exhibit A as to Florence County, South Carolina (hereafter "County") and Exhibit B as to Pee Dee Electricom, Inc. (hereinafter "Electricom").

WHEREAS, Electricom is a corporation which exists for the ownership and improvement of real properties to be developed for industrial and business use within that certain service area in South Carolina which includes the area known as the Pee Dee Touchstone Energy Commerce City, and

WHEREAS, Electricom owns that certain real property located in Florence County, South Carolina known as the Pee Dee Touchstone Energy Commerce City and continues to develop it for industrial and business purposes, and

WHEREAS, the County and Electricom agree that the development of a portion of the Pee Dee Touchstone Energy Commerce City by way of the creation of a speculation industrial facility is compatible with the mission of the

County to enhance employment opportunity within the County and of Electricom to develop real properties for business or industrial purposes,

NOW THEREFORE, to further the mission of both parties by means of a cooperative undertaking to develop a portion of the Pee Dee Touchstone Energy Commerce City, and in consideration of the mutual promises, monies and other considerations expressed herein, the County and Electricom do contract and agree as follows:

1. Property Site The real property that is the subject of this contract is located within the Pee Dee Touchstone Energy Commerce City and is fully depicted and described on Exhibit C attached hereto and incorporated herein and is also subject to the provisions of paragraph 6, below.

2. No Tax Liability for Electricom. The County agrees that during such time as the property as identified hereinabove remains in the legal ownership of Electricom that no taxes, fees, assessments or any other charges or monetary or in-kind levies of any kind upon the real property, or any improvements thereon, shall be charged, levied, assessed, taxed or collected in any fashion. From the effective date of this contract, it is understood that the improved real property is a "speculation" property site, only.

3. Electricom Term Ownership; County Purchase or Procure Buyer. It is understood and agreed by and between the County and Electricom that Electricom's continued ownership for the herein agreed improvement of the subject real property is hereafter solely for the purpose of improving and preparing the subject real property site for eventual marketing and sale by the County to an appropriate person or entity engaged in industrial or

business activities suitable to the purposes of the Pee Dee Touchstone Energy Commerce City. Although marketing and sale is the County's duty, Electricom agrees to participate and cooperate in the County's marketing and sale plan. On this basis, the parties agree that Electricom's ownership of the subject real property to be developed and improved as set forth herein shall be for no more than a term of ten (10) years from the effective date of this contract. In consideration of Electricom's improvement and development of the subject real property, the County shall either procure appropriate prospects to make purchase of the improved real property premises, or shall, itself, make such purchase from Electricom of such improved real property premises according to the schedule of interest, principal repayment and final balloon payment attached as Exhibit D, which is incorporated herein by reference.

4. Ownership/Purchase/County Sale, Continued. The parties agree that according to Exhibit D, the County may purchase the subject real property improved premises, or procure a third party purchaser, at any time within the ten year term as set forth hereinabove. The County specifically understands and agrees that the County has an absolute obligation to make scheduled payments and make final purchase by the conclusion of the ten year term according to the schedule set forth upon Exhibit D, if not sooner paid in full. Electricom has the duty, in consideration of such final payment to execute its general warranty deed to the County or such County approved third party purchaser, acting as assignee of County's contract interests, upon payment in full as specified upon Exhibit D.

5. County Provided Survey. The County agrees at its expense to provide a current survey of the subject real property otherwise identified in Exhibit C no later than the time of conveyance, which survey shall be referenced within the deed and shall be recorded with the Florence County Clerk of Court.

6. Electricom Construction of Speculation Building. Electricom agrees to the construction of a one hundred thousand (100,000) square foot speculation industrial building which will be suitable for possible future enlargement by the County, or a third party purchaser for up to an additional two hundred thousand (200,000) square feet. The County understands and agrees that Electricom's duties under this contract do not extend to a construction project beyond the one hundred thousand (100,000) square foot speculation building, but rather only includes the provision that the design of that building will be compatible with such a possible future expansion. The design, contracting for construction, and construction of the improvements upon the subject real property are solely within the control and discretion of Electricom, provided only that such comply with applicable building codes.

7. Speculation Building Features. Electricom agrees that the building to be constructed shall be of concrete construction with a fully developed stone-base floor with partial concrete and shall have the following characteristics:

- a. Dock bays,
- b. Side lights,
- c. Membrane impenetrable roof,
- d. Ventilation System,
- e. Lighting inside and outside for speculative purposes,
- f. Fully landscaped for maintenance by Electricom during Electricom's ownership term.

8. Electricom to Assume Cost of Construction and Site Preparation.

Electricom agrees to fully finance the development and improvement of the property as identified upon Exhibit C.

9. Full Faith and Credit of County. The County's execution of this contract shall, in itself, act to so pledge that authority as expressed herein; provided that such authority shall not apply until interest payments begin at the end of year two, as set forth in Exhibit D.

10. County's Representations, Warranties and Covenants. In addition to warranties, representations, covenants, and undertakings contained elsewhere in the contract, County hereby makes, to the best of its knowledge, the following representations, warranties and covenants, each of which is material and is relied upon by Electricom.

- a. County has the right, power and authority to enter into this contract and to purchase and sell the property in accordance with the terms and conditions hereof. This contract, when executed and delivered by County, will be valid and binding obligation of County in accordance with its terms.
- b. County is satisfied that there are no condemnation or eminent domain proceedings pending against the property or any part thereof and the County has received no notice, oral or written, of the desire of any public authority or other entity to take or use the property or any part thereof.
- c. County acknowledges that Electricom will furnish its affidavit at closing that no payments for work, materials, or improvements furnished to the property will be due or owing at closing and no mechanics lien, materialmen lien, or other similar lien shall be of record against the property at the time of closing.
- d. Environmental – County has satisfied itself that the property (1) is in compliance with all applicable and existing environmental laws; (2) is not subject to any existing, pending or threatened investigation or inquiry by any governmental authority; and (3) is not subject to any remedial actions or obligations under any

environmental law in relation to hazardous substances or otherwise. For purposes of this subparagraph (d), "Hazardous Substances" shall mean any substance classified as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §§9601 to 9675; the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. §§6901 to 6991i; and the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§44-56-10 to 44-56-840. "Environmental Law" shall mean CERCLA, RCRA, the Toxic Substances Control Act, 15 U.S.C. §§2601 to 2692, the Clean Water Act, 33 U.S.C. §§1251 to 1387, the Clean Air Act, 42 U.S.C. §§48-1-10 to 48-1-350 and the SCHWMA.

11. Electricom's Representations, Warranties and Covenants.

Electricom hereby makes, to the best of its knowledge, the following representations, warranties and covenants, each of which is material and is relied upon by County:

- a. Electricom has the full right, power and authority to enter into and execute this contract and the full right, power and authority to sell the property in accordance with the terms and conditions of this contract. The execution and delivery of this contract and the performance by Electricom of its obligations hereunder require no further action or approval in order to constitute this contract as a binding and enforceable obligation of Electricom. Compliance with this contract does not contravene any provision of law, nor of any agreement, government order or regulation, undertaking or other restriction to which Electricom is a party or by which it is or may be bound
- b. That the person/persons executing this contract is/are dully authorized to do so and has/have the full and unrestricted right, power and authority to enter into this contract in accordance with its terms and conditions and by his/their execution, binds Electricom to the terms, duties and obligations contained in this contract.

12. Closing Costs. The closing costs shall be paid as follows:

By County:

- a. Expense of the boundary survey (paragraph 5).
- b. Expense of the County's legal fees.

- c. Title examination, title insurance and environmental reports.
- d. Recording of deed.

By Electricom:

- a. Engineering, testing and other report costs, if any;
- b. Electricom's legal fees related to this transaction;
- c. Deed preparation and stamps, if any.

13. Electricom's Inspection. Electricom shall have one hundred twenty (120) days (the "Inspection Period") beginning immediately upon final execution of this contract by both parties, to go upon the property with its agents and engineers as needed. Said privileges shall include the right to make inspections, surveys, test borings, soil analysis, environmental investigations and other tests thereon.

Should Electricom, who shall have sole discretion, determine that the property is unsatisfactory for Electricom's contemplated use (whether due to environmental issues, regulatory agencies' approval or any other reason deemed by Electricom) and delivers prior written notice of such to County or County's agent within the 120 days, Electricom may terminate this contract. If Electricom decides to exercise Electricom's right to terminate this contract, Electricom must give notice of the same to County prior to the expiration of the inspection period as provided for hereinabove. If Electricom fails to give timely notice, the termination right shall automatically expire and shall no longer be a part of this contract. The expiration of the termination right shall not, however, remove or terminate and other contingencies to which the contract may be subject, or limit any other rights which Electricom may have under this contract.

14. Cooperation Between County and Electricom. During the term of

this contract, County shall cooperate fully in the execution of all applications, forms, instruments and other filings to enable Electricom to proceed fully with its development plans for the property, and in any and all matters relating to Electricom's development for which County's action may be reasonably required. Electricom shall in a like manner fully cooperate with County as regards the latter's obligations relating solely to this contract.

15. Default/Legal Disputes. This contract is subject to arbitration pursuant to the South Carolina Uniform Arbitration Act, Sections 15-48-10, et. seq. (Code of Laws of South Carolina 1976, as amended). The parties agree that the provisions of the act are amended by this contract by which they acknowledge that either party may submit any legal dispute, in conformity with the terms of the act, to Karl A. Folkens, Esquire, of Florence, South Carolina, a state certified arbitrator, for binding arbitration according to and enforceable by the terms of the act as stated therein and as incorporated by reference herein. In the event that Mr. Folkens is unavailable to serve as arbitrator, the parties agree that Richard L. Hinson, Esquire of Florence, South Carolina shall serve as the alternate arbitrator designee. In the event that neither Mr. Folkens nor Mr. Hinson are available to serve as arbitrator, the parties shall be governed by the terms of the act as to appointment of arbitrators.

The parties understand and acknowledge that an event of default in a payment, the schedule for such having been set forth in Exhibit D, as with any other breach of duty within this contract, is specifically subject to the arbitration provisions set forth herein. A payment default includes as a remedy a declaration of full payment acceleration by Electricom and the utilization of the



full faith and credit of the County. However, upon such utilization of full faith and credit and payment to Electricom of all monies due, Electricom shall be obligated to convey the improved real property by general warranty deed to the County.

16. Notices. All notices and other communications required hereunder shall be given in writing and shall be delivered personally against receipt or shall be sent by certified mail, postage prepaid and return receipt requested, express mail service, or other nationally utilized overnight delivery service. The notice shall be deemed delivered when personally delivered or when deposited in the United States mail or other nationally utilized overnight delivery service. Notices shall be addressed to the parties as follows:

TO ELECTRICOM: E. LeRoy Nettles, Jr.  
Pee Dee Electricom, Inc.  
1355 East McIver Road  
Darlington, SC 29540

TO COUNTY: K.G. Smith, Jr.  
County Administrator  
180 North Irby Street  
Florence, SC 29505

subject to the right of either party to designate by notice in writing a new address to which said notices or demands must be sent. Postmark date shall be the date of receipt of mailed notices.

17. Completeness and No Reservations. All understandings and agreements heretofore had between the parties hereto are merged in this contract which alone fully and completely expresses the parties' agreement, and the same is entered into after full investigation, neither party relying on any

statement or representation made by the other which is not embodied in this Agreement.

18. Effective Date of the Contract. This contract becomes effective only upon execution by Electricom and County. The effective date of the contract shall be the date which the last party hereto executes this contract.

19. Governing Law. This contract shall be governed by and construed according to the laws of the State of South Carolina.

20. Modifications/ Assignability. This contract may not be modified, changed or terminated orally. The stipulations aforesaid shall apply to and bind the successors and assigns of the respective parties of this contract. Assignment of contract rights requires the consent of the other party, which consent shall not be unreasonably withheld.

21. Time of the Essence. Both parties hereto specifically agree that time is of the essence to this contract with respect to the performance of the obligation of the parties under this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as follows: [Remainder of page intentionally left blank.]

In the presence of:

COUNTY:

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

In the presence of:

ELECTRICOM

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

Exhibit A

County Resolution

DRAFT

Exhibit B

Pee Dee Electricom Resolution

DRAFT

Exhibit C

Site Plat

DRAFT

Exhibit D

**FLORENCE COUNTY COUNCIL MEETING**  
**Proposed Addition to Agenda**  
**August 22, 2013**

**AGENDA ITEM:**     Reports to Council

**DEPARTMENT:**     Economic Development

**ISSUE UNDER CONSIDERATION:**

(Adopt A Fixed Price Repayment Agreement Between Florence County Economic Development Partnership And Robert L. Thomas, Jr. and Eugene P. Warr, Jr., Jean McLendon, And Jane Rhoden.)

**OPTIONS:**

1.    *(Recommended)* Approve the Contract as presented.
2.    Provide An Alternate Directive

**ATTACHMENT:**

1.    Copies of proposed Agreements (3)

## FIXED PRICE REPAYMENT AGREEMENT

This **Fixed Price Repayment Agreement** ("Agreement") is made to be effective on the 1st day of April, 2013 by and between Florence County Economic Development Partnership, a political subdivision of the State of South Carolina (hereinafter, "County"), and Robert L. Thomas, Jr. and Eugene P. Warr, Jr. (hereinafter, "Property Owners").

### RECITALS

**WHEREAS**, the County and Property Owners desire to seek certification through the South Carolina Department of Commerce Industrial Site Certification Program (hereinafter, "Certification Program") of the site located in the County and owned by the Property Owners and as described more fully in Section 2.0 below (hereinafter, the "Property"); and

**WHEREAS**, upon certification, the County and Property Owners desire to list the Property as an available certified site on the LocateSC website sponsored by the South Carolina Department of Commerce (hereinafter, "LocateSC"); and

**WHEREAS**, Property Owners have received or will receive the benefit of reducing the risk and development timeframe for prospective industrial purchasers of the Property by going through the certification process.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the above parties do hereby agree as follows:

1.0 **Agreement.** The County will provide, or cause to be provided on its behalf, all funds necessary to seek certification of the Property in accordance with the South Carolina Department of Commerce Industrial Site Certification Program (hereinafter, the "Certification Funds").

2.0 **Property Description.** The County will expend the Certification Funds for the purpose of seeking certification of the Property, which is more specifically identified as follows:

Name or Location: 1503 Young Road, Timmonsville, SC 29161

Tax Map Nos.: 0036-04-001

Legal Description ATTACHED AS EXHIBIT A

3.0 **Fixed Price.** Property Owners agree to make the Property available for sale to an industrial user approved by the Department of Commerce for the period commencing on the date hereof and ending upon expiration of the five (5) year certification of the Property (hereinafter, the "Option Period") at a price of \$20,000 per acre. Such price shall be the purchase price for which the Property will be offered in the listing that will be made available on the LocateSC website and any economic development website linked thereto, including



but not limited to, websites sponsored by the County, a regional alliance, an engineering firm or a utility. Notwithstanding the foregoing, Property Owner may offer the Property for sale to third parties, other than third parties located through LocateSC (or any economic development website linked thereto), at any price negotiated by Property Owner during the same time period subject to Section 4.0 herein.

#### **4.0 Repayment of Certification Funds.**

4.1 During the Option Period, Property Owners agree to repay all Certification Funds expended by the County or on its behalf if Property Owners sell all or any portion of the Property to a third party for a nonindustrial use or otherwise uses all or any portion of the Property for a nonindustrial use.

4.2 During the Option Period, Property Owners agree to repay a pro rata portion of the Certification Funds expended by the County or on its behalf if Property Owners sell a portion of the Property to a third party for an industrial use and remove the remaining portion of the Property from the listing on LocateSC or sells to a third party or otherwise uses the remaining portion of the Property for a nonindustrial use. Such pro rata repayment shall be determined based on the acreage of the portion of the Property set aside for non-industrial use.

4.3 Property Owners agree to repay all Certification Funds expended by the County or on its behalf if, at any time prior to certification, Property Owners withdraw the Property from the certification process.

4.4 If repayment is required under Section 4.1, 4.2, or 4.3 above, repayment is due and payable within 30 days of receipt of written notice by the County demanding repayment. Repayment shall be made to the County or as directed by the County.

**5.0 Termination.** This Agreement shall terminate and the Property Owners shall have no further obligations hereunder when any of the following conditions have been met:

5.1 Upon agreement by the County and Property Owners to such termination prior to expenditure of any Certification Funds.

5.2 Upon reimbursement by Property Owners to the County of all Certification Funds expended by the County or on the County's behalf.

5.3 If the Property does not qualify for certification in accordance with the South Carolina Department of Commerce Industrial Site Certification Program.

5.4 If, for any reason in the County's sole discretion, the County removes the Property from the Site Certification Program.

5.5 Upon repayment by Property Owners pursuant to Section 4.0 herein.

**6.0 Liability & Indemnification.** During the term of this Agreement, Property Owners agree to defend, indemnify, and hold the South Carolina Coordinating Council for Economic

Development, the South Carolina Department of Commerce and the County (the "Indemnified Parties") harmless from and against the cost of any litigation (including reasonable attorneys' fees) initiated by a third party against any of the Indemnified Parties that arises from this Agreement or the Certification Funds expended by the County or on the County's behalf; provided, however, that the Property Owners' liability pursuant to this indemnification provision shall be limited by the provisions of the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended, to the extent those provisions provide full or limited immunity to governmental parties from third party claims and prohibit recovery of punitive or exemplary damages. In no event shall Property Owners' liability under this Section for claims arising from this Agreement or the expenditure of Certification Funds by the County or on its behalf shall exceed the amount of the Certification Funds expended by the County or on its behalf. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

- 5.0 **Notices.** All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

**Notices to Grantee shall be sent to:**

**Notices to Property Owner shall be sent to:**

Eugene P. Warr, Jr.  
2917 West Palmetto Street  
Florence, South Carolina 29501

- 6.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 7.0 **Governing Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Agreement, the Property Owners also agree to submit to the jurisdiction of the courts of the State of South Carolina.
- 8.0 **Freedom of Information.** This Agreement and certain other information related to the Certification Funds are subject to public disclosure requirements of the South Carolina Freedom of Information Act.
- 9.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their authorized representatives under seal as of the date first written above.

**WITNESSES:**

**COUNTY:**

\_\_\_\_\_

\_\_\_\_\_  
Unit of Local Government

\_\_\_\_\_

\_\_\_\_\_  
By:  
Chief Elected Official

**WITNESSES:**

**PROPERTY OWNER:**

\_\_\_\_\_

\_\_\_\_\_  
Robert L. Thomas, Jr.  
843-229-3777

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Eugene P. Warr, Jr.  
843-992-3737

\_\_\_\_\_

EXHIBIT A

All that certain piece, parcel or tract of land situate, lying and being in the County of Florence, State of South Carolina, containing 38.36 acres, the same being as shown and delineated on a plat made by Lind, Hicks and Associates, Surveyors, dated November 25, 1991 for Robert L. Thomas, Jr. and Eugene P. Warr, Jr. and recorded in the office of the Clerk of Court for Florence County in Plat Book 44 at Page 481 and being bounded as follows:

NORTH: By lands, now or formerly, of R. D. McLendon Estate;  
EAST: By Road S-21-69;  
SOUTH: By lands, now or formerly, of the R. D. McLendon Estate; and  
WEST: By Interstate Highway I-95.

For a more particular description, reference is had to the above referred to plat.

LESS: Forty-Nine (49) year lease to American Tower Corporation of 3,600 square feet (0.08 acres) with an option to expand an additional 6,400 square feet. American Tower Corporation also has a \$1.00 option to purchase said property. Lease is recorded in the office of the Clerk of Court for Florence County in Deed Book B-195 at Page 545.

This being the same property conveyed to Eugene P. Warr, Jr. and Robert L. Thomas, Jr. by deed of Cleo A. Young, Jr. and Shady H. Young, as Trustees of Cleo A. Young Estate, Clarence Lee Atkinson, III and Anthony Cleo Atkinson recorded in the office of the Clerk of Court for Florence County in Deed Book A-365 at Page 743 on June 18, 1992.

## FIXED PRICE REPAYMENT AGREEMENT

This **Fixed Price Repayment Agreement** ("Agreement") is made to be effective on the 1st day of April, 2013 by and between Florence County Economic Development Partnership, a political subdivision of the State of South Carolina (hereinafter, "County"), and Jean McLendon (hereinafter, "Property Owner").

### RECITALS

**WHEREAS**, the County and Property Owner desire to seek certification through the South Carolina Department of Commerce Industrial Site Certification Program (hereinafter, "Certification Program") of the site located in the County and owned by the Property Owner and as described more fully in Section 2.0 below (hereinafter, the "Property"); and

**WHEREAS**, upon certification, the County and Property Owner desire to list the Property as an available certified site on the LocateSC website sponsored by the South Carolina Department of Commerce (hereinafter, "LocateSC"); and

**WHEREAS**, Property Owner has received or will receive the benefit of reducing the risk and development timeframe for prospective industrial purchasers of the Property by going through the certification process.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the above parties do hereby agree as follows:

1.0 **Agreement.** The County will provide, or cause to be provided on its behalf, all funds necessary to seek certification of the Property in accordance with the South Carolina Department of Commerce Industrial Site Certification Program (hereinafter, the "Certification Funds").

2.0 **Property Description.** The County will expend the Certification Funds for the purpose of seeking certification of the Property, which is more specifically identified as follows:

Name or Location: Two Tracts I-95 and Young Rd. Florence County SC

Tax Map Nos.: 00035-04-011 (48 ac) & 00056-04-129 (33ac)

Legal Description ATTACHED AS EXHIBIT A (if available)

3.0 **Fixed Price.** Property Owner agrees to make the Property available for sale to an industrial user approved by the Department of Commerce for the period commencing on the date hereof and ending upon expiration of the five (5) year certification of the Property (hereinafter, the "Option Period") at a price of \$20,500/ac as surveyed for the 48ac tract and \$12,500.00/ac as surveyed for the 33ac tract. Such price shall be the purchase price for which the Property will be offered in the listing that will be made available on the LocateSC

website and any economic development website linked thereto, including but not limited to, websites sponsored by the County, a regional alliance, an engineering firm or a utility. Notwithstanding the foregoing, Property Owner may offer the Property for sale to third parties, other than third parties located through LocateSC (or any economic development website linked thereto), at any price negotiated by Property Owner during the same time period subject to Section 4.0 herein.

#### **4.0 Repayment of Certification Funds.**

4.1 During the Option Period, Property Owner agrees to repay all Certification Funds expended by the County or on its behalf if Property Owner sells all or any portion of the Property to a third party for a nonindustrial use or otherwise uses all or any portion of the Property for a nonindustrial use.

4.2 During the Option Period, Property Owner agrees to repay a pro rata portion of the Certification Funds expended by the County or on its behalf if Property Owner sells a portion of the Property to a third party for an industrial use and removes the remaining portion of the Property from the listing on LocateSC or sells to a third party or otherwise uses the remaining portion of the Property for a nonindustrial use. Such pro rata repayment shall be determined based on the acreage of the portion of the Property set aside for non-industrial use.

4.3 Property Owner agrees to repay all Certification Funds expended by the County or on its behalf if, at any time prior to certification, Property Owner withdraws the Property from the certification process.

4.4 If repayment is required under Section 4.1, 4.2, or 4.3 above, repayment is due and payable within 30 days of receipt of written notice by the County demanding repayment. Repayment shall be made to the County or as directed by the County.

5.0 **Termination.** This Agreement shall terminate and the Property Owner shall have no further obligations hereunder when any of the following conditions have been met:

5.1 Upon agreement by the County and Property Owner to such termination prior to expenditure of any Certification Funds.

5.2 Upon reimbursement by Property Owner to the County of all Certification Funds expended by the County or on the County's behalf.

5.3 If the Property does not qualify for certification in accordance with the South Carolina Department of Commerce Industrial Site Certification Program.

5.4 If, for any reason in the County's sole discretion, the County removes the Property from the Site Certification Program.

5.5 Upon repayment by Property Owner pursuant to Section 4.0 herein.

6.0 **Liability & Indemnification.** During the term of this Agreement, Property Owner agrees to defend, indemnify, and hold the South Carolina Coordinating Council for Economic Development, the South Carolina Department of Commerce and the County (the "Indemnified Parties") harmless from and against the cost of any litigation (including reasonable attorneys' fees) initiated by a third party against any of the Indemnified Parties that arises from this Agreement or the Certification Funds expended by the County or on the County's behalf; provided, however, that the Property Owner's liability pursuant to this indemnification provision shall be limited by the provisions of the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended, to the extent those provisions provide full or limited immunity to governmental parties from third party claims and prohibit recovery of punitive or exemplary damages. In no event shall Property Owner's liability under this Section for claims arising from this Agreement or the expenditure of Certification Funds by the County or on its behalf shall exceed the amount of the Certification Funds expended by the County or on its behalf. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

5.0 **Notices.** All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

**Notices to Grantee shall be sent to:**

**Notices to Property Owner shall be sent to:**

Jean McLendon  
205 Old Franklin Grove Dr.  
Chapel Hill, NC 27514

6.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

7.0 **Governing Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Agreement, the Property Owner also agrees to submit to the jurisdiction of the courts of the State of South Carolina.

8.0 **Freedom of Information.** This Agreement and certain other information related to the Certification Funds are subject to public disclosure requirements of the South Carolina Freedom of Information Act.

9.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be fully executed by their authorized representatives under seal as of the date first written above.

**WITNESSES:**

**COUNTY:**

\_\_\_\_\_

\_\_\_\_\_  
Florence County Economic Development  
Partnership

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Chief Elected Official**

**WITNESSES:**

**PROPERTY OWNER:**

\_\_\_\_\_

\_\_\_\_\_  
**By: Jean McLendon**  
**Title: Owner**

\_\_\_\_\_



SCHEDULE A page 2

All that certain piece, parcel or tract of land situate, lying and being in the County of Florence, State of South Carolina shown and designated as Tract A containing 33.06 acres as shown on a plat prepared for Jean A. McLendon by Lind, Hicks & Assoc. Surveyors, Inc. dated October 3, 2012 and recorded in Plat Book 100 at Page 127, office of the Florence County Clerk of Court. Reference said plat for a more complete and accurate description.

This being a portion of the premises devised unto Geneva A. McLendon and the Grantor and Grantee and JoAnn M. Conner under the Will of Ralph McLendon, late of Florence County, as shown in his Will filed in the office of the Probate Court for Florence County in Roll Number 15332.

The interest of the said Geneva A. McLendon having been conveyed to the Grantor and Grantee and JoAnn M. Conner by deed of distribution from the Estate of Geneva A. McLendon recorded June 14, 2005 in Book A-932 at Page 1703, office of the Florence County Clerk of Court. See Probate Roll 2003 E.S. 16 283

See also conveyances to Jane M. Rhoden, JoAnn M. Conner and Jean McLendon by deeds recorded November 1, 2007 in Book B-144 at Page 220 and 233, office of the Florence County Clerk of Court. See also deed from JoAnn M. Conner to the Grantor and Grantee herein recorded simultaneously herewith.

TMS No.

## FIXED PRICE REPAYMENT AGREEMENT

This **Fixed Price Repayment Agreement** ("Agreement") is made to be effective on the 1st day of April, 2013 by and between Florence County Economic Development Partnership, a political subdivision of the State of South Carolina (hereinafter, "County"), and Jane Rhoden (hereinafter, "Property Owner").

### RECITALS

**WHEREAS**, the County and Property Owner desire to seek certification through the South Carolina Department of Commerce Industrial Site Certification Program (hereinafter, "Certification Program") of the site located in the County and owned by the Property Owner and as described more fully in Section 2.0 below (hereinafter, the "Property"); and

**WHEREAS**, upon certification, the County and Property Owner desire to list the Property as an available certified site on the LocateSC website sponsored by the South Carolina Department of Commerce (hereinafter, "LocateSC"); and

**WHEREAS**, Property Owner has received or will receive the benefit of reducing the risk and development timeframe for prospective industrial purchasers of the Property by going through the certification process.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the above parties do hereby agree as follows:

1.0 **Agreement.** The County will provide, or cause to be provided on its behalf, all funds necessary to seek certification of the Property in accordance with the South Carolina Department of Commerce Industrial Site Certification Program (hereinafter, the "Certification Funds").

2.0 **Property Description.** The County will expend the Certification Funds for the purpose of seeking certification of the Property, which is more specifically identified as follows:

Name or Location: Between I-95 and Young Rd. Florence County SC

Tax Map Nos.: 00036-04-003

Legal Description ATTACHED AS EXHIBIT A (if available)

3.0 **Fixed Price.** Property Owner agrees to make the Property available for sale to an industrial user approved by the Department of Commerce for the period commencing on the date hereof and ending upon expiration of the five (5) year certification of the Property (hereinafter, the "Option Period") at a price of \$12,500.00/ac as surveyed. Such price shall be the purchase price for which the Property will be offered in the listing that will be made available on the LocateSC website and any economic development website linked thereto,

including but not limited to, websites sponsored by the County, a regional alliance, an engineering firm or a utility. Notwithstanding the foregoing, Property Owner may offer the Property for sale to third parties, other than third parties located through LocateSC (or any economic development website linked thereto), at any price negotiated by Property Owner during the same time period subject to Section 4.0 herein.

#### **4.0 Repayment of Certification Funds.**

4.1 During the Option Period, Property Owner agrees to repay all Certification Funds expended by the County or on its behalf if Property Owner sells all or any portion of the Property to a third party for a nonindustrial use or otherwise uses all or any portion of the Property for a nonindustrial use.

4.2 During the Option Period, Property Owner agrees to repay a pro rata portion of the Certification Funds expended by the County or on its behalf if Property Owner sells a portion of the Property to a third party for an industrial use and removes the remaining portion of the Property from the listing on LocateSC or sells to a third party or otherwise uses the remaining portion of the Property for a nonindustrial use. Such pro rata repayment shall be determined based on the acreage of the portion of the Property set aside for non-industrial use.

4.3 Property Owner agrees to repay all Certification Funds expended by the County or on its behalf if, at any time prior to certification, Property Owner withdraws the Property from the certification process.

4.4 If repayment is required under Section 4.1, 4.2, or 4.3 above, repayment is due and payable within 30 days of receipt of written notice by the County demanding repayment. Repayment shall be made to the County or as directed by the County.

**5.0 Termination.** This Agreement shall terminate and the Property Owner shall have no further obligations hereunder when any of the following conditions have been met:

5.1 Upon agreement by the County and Property Owner to such termination prior to expenditure of any Certification Funds.

5.2 Upon reimbursement by Property Owner to the County of all Certification Funds expended by the County or on the County's behalf.

5.3 If the Property does not qualify for certification in accordance with the South Carolina Department of Commerce Industrial Site Certification Program.

5.4 If, for any reason in the County's sole discretion, the County removes the Property from the Site Certification Program.

5.5 Upon repayment by Property Owner pursuant to Section 4.0 herein.

5.6 Expiration of the option period.

6.0 **Liability & Indemnification.** During the term of this Agreement, Property Owner agrees to defend, indemnify, and hold the South Carolina Coordinating Council for Economic Development, the South Carolina Department of Commerce and the County (the "Indemnified Parties") harmless from and against the cost of any litigation (including reasonable attorneys' fees) initiated by a third party against any of the Indemnified Parties that arises from this Agreement or the Certification Funds expended by the County or on the County's behalf; provided, however, that the Property Owner's liability pursuant to this indemnification provision shall be limited by the provisions of the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended, to the extent those provisions provide full or limited immunity to governmental parties from third party claims and prohibit recovery of punitive or exemplary damages. In no event shall Property Owner's liability under this Section for claims arising from this Agreement or the expenditure of Certification Funds by the County or on its behalf shall exceed the amount of the Certification Funds expended by the County or on its behalf. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

5.0 **Notices.** All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

**Notices to Grantee shall be sent to:**

**Notices to Property Owner shall be sent to:**

Jane Rhoden  
1615 Southwood Ct.  
Florence, SC 29505

6.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

7.0 **Governing Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Agreement, the Property Owner also agrees to submit to the jurisdiction of the courts of the State of South Carolina.

8.0 **Freedom of Information.** This Agreement and certain other information related to the Certification Funds are subject to public disclosure requirements of the South Carolina Freedom of Information Act.

9.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be fully executed by their authorized representatives under seal as of the date first written above.

**WITNESSES:**

**COUNTY:**

\_\_\_\_\_

\_\_\_\_\_  
Florence County Economic Development  
Partnership

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Chief Elected Official**

**WITNESSES:**

**PROPERTY OWNER:**

\_\_\_\_\_

\_\_\_\_\_  
**By:** Jane Rhoden  
**Title:** Owner

\_\_\_\_\_

## SCHEDULE A

All that certain piece, parcel or lot of land being irregular in shape, situate, lying and being in the County of Florence, consisting of 206.60 acres more or less, as shown on an individual plat for R.D. McLendon survey dated February, 1974 by Lind Surveying Company, Inc. and recorded in Plat Book 14 at Page 740, Florence County Clerk of Court. Said plat being hereby referenced and incorporated for a more complete description.

This being a portion of the premises devised unto Geneva A. McLendon and the grantors and grantee herein under the Will of Ralph McLendon, late of Florence County as shown in his Will filed in the office of the Probate Court for Florence County in Roll Number 15332.

The interest of the said Geneva A. McLendon having been conveyed to the grantors and grantee herein by deed of distribution from the Estate of Geneva A. McLendon recorded June 14, 2005 in Book A-932 at Page 1703, office of the Florence County Clerk of Court. See Probate Roll 2003-ES 16-283

This being the same property conveyed to Jane M. Rhoden, JoAn M. Conner and Jean McLendon by deed recorded November 1, 2007 in Book B-144 at Page 220, office of the Florence County Clerk of Court.

See also deed from JoAn M. Conner to the Grantor and Grantee herein recorded simultaneously herewith.

**LESS AND EXCEPT:** All that certain piece, parcel or tract of land situate, lying and being in the County of Florence, State of South Carolina shown and designated as Tract A containing 33.06 acres as shown on a plat prepared for Jean A. McLendon by Lind, Hicks & Assoc. Surveyors, Inc. dated October 3, 2012 and recorded in Plat Book 100 at Page 12-7, office of the Florence County Clerk of Court. Reference said plat for a more complete and accurate description.

TMS No.: 036-04-003

## **FLORENCE COUNTY COUNCIL MEETING**

### **Proposed Addition to Agenda**

August 22, 2013

**AGENDA ITEM:** Other Business  
Road System Maintenance Fee (RSMF)/Utility Funding  
Council District 9

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$93,325.00 From Council District 9 RSMF/Utility Funding Allocations (\$30,000 From Utility And \$63,325 From RSMF) To Pay For Full Depth Patching And 1 1/2" Resurfacing On Parliament Circle And 1 1/2" Surface On New Gate Court.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

       Infrastructure  
XXX Road System Maintenance  
XXX Utility

**SIGNED:** verbally approved – signature pending

**Councilmember:** Willard Dorriety, Jr.

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.

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Connie Y. Haselden, Clerk to Council