

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
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, JULY 17, 2014
9:00 A. M.

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

II. INVOCATION: MITCHELL KIRBY, SECRETARY/CHAPLAIN

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

IV. WELCOME: JAMES T. SCHOFIELD, CHAIRMAN

V. MINUTES:

A. MINUTES OF THE JUNE 19, 2014 REGULAR MEETING **[1]
 Council Is Requested To Approve The Minutes Of The June 19, 2014 Regular
 Meeting Of County Council.**

B. MINUTES OF THE JULY 1, 2014 SPECIAL CALLED MEETING **[18]
 Council Is Requested To Approve The Minutes Of The July 1, 2014 Special
 Called Meeting Of County Council.**

VI. PUBLIC HEARINGS:

[21]

Council will hold Public Hearings on the following:

A. ORDINANCE NO. 27-2013/14 – DEFERRAL

An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.

B. ORDINANCE NO. 30-2013/14

An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmonsville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety.

VII. APPEARANCES:

DEANA H. STRICKLAND

[22]

Ms. Strickland Requests To Appear Before Council To Discuss The Need For A Miracle League Field In Florence County.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

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

November 2013
June 19, 2014

Capital Project Sales Tax
Accommodations Tax Allocations

Public Services & County Planning
(Councilmen Poston/Chair, Kirby and Caudle)

June 2008 Museum
November 21, 2013 Landings

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 OF APPRECIATION AND RECOGNITION **[24]**

A Resolution Of Appreciation And Recognition For The Honorable Lester P. Branham, South Carolina House of Representatives For His Commendable Service.

B. RESOLUTION OF APPRECIATION AND RECOGNITION **[26]**

A Resolution Of Appreciation, Recognition And Congratulations For South Carolina Senator Hugh K. Leatherman, Sr. For His Continued Service To The Public, To Publicly Acknowledge His Laudable Achievements And Congratulate Him On His Recent Election As President Pro Tempore Of The South Carolina Senate.

C. RESOLUTION OF APPRECIATION AND RECOGNITION **[28]**

A Resolution Of Appreciation, Recognition And Congratulations For Lieutenant Governor John Yancey McGill For His Sustained Service To The Citizenry, To Publicly Acknowledge His Honorable Achievements And Congratulate Him On His Recent Appointment As Lieutenant Governor of the State of South Carolina.

D. RESOLUTION NO. 02-2014/15 **[30]**

A Resolution To Approve A Multi-Jurisdictional Agreement With The Lake City Police Department Requested By The Florence County Sheriff's Office And Authorizing The County Administrator To Execute Said Agreement.

E. RESOLUTION NO. 03-2014/15 [37]

A Resolution To Establish Procedures For The Granting Of A 50% Discount On The Household Solid Waste Fee To Those Parcels Containing Six Or More Residential Units, As Approved In Ordinance No. 01-2014/15, The Annual Budget Ordinance For Florence County.

F. RESOLUTION NO. 04-2014/15 [40]

A Resolution To Authorize The Addition Of A Grapple Loader/Truck To The County Fleet For Florence County Public Works.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 27-2013/14 – DEFERRAL [42]

An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.

2. ORDINANCE NO. 29-2013/14 [48]

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds

Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

B. SECOND READING

1. ORDINANCE NO. 21-2013/14 – DEFERRAL **[56]**

An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.

2. ORDINANCE NO. 24-2013/14 – DEFERRAL **[58]**

An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2, And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

C. ORDINANCE NO. 30-2013/14 (Public Hearing) **[61]**

An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmonsville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety.

C. INTRODUCTION

1. ORDINANCE NO. 02-2014/15

[65]

An Ordinance To Rezone Properties Owned By City Of Florence And Timmons ville Rescue Squad Located At 401 E. Main Street, Timmons ville, As Shown On Florence County Tax Map No. 70012, Block 20, Parcel 002 & 001; Consisting Of Approximately 2.56 Acres From R-3, Single-Family Residential District To B-4, Central Commercial District; And Other Matters Related Thereto.

*(Planning Commission **Approved** 8 to 0; Council District 4)*

2. ORDINANCE NO. 03-2014/15 *BY TITLE ONLY*

[73]

An Ordinance To Re-Establish And Revise Florence County Procurement Policies And Procedures As Chapter 11.5; Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.

3. ORDINANCE NO. 04-2014/15 *BY TITLE ONLY*

[75]

An Ordinance To Amend The Florence County Code Of Ordinances Chapter 27, Public Roads And Ways To Establish Procedures For Road Paving Program; And Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. CIVIC CENTER COMMISSION

[77]

Approve The Recommendation For The Re-Appointment Of Grey Raines To Serve On The Florence City-County Civic Center Commission, With Appropriate Expiration Term.

B. STADIUM COMMISSION

[80]

Approve The Recommendation Of Florence Public School District One For The Re-Appointment Of Gerald D. Holley To Serve On The Florence City-County Memorial Stadium Commission Representing Florence School District One, With Appropriate Expiration Term.

C. WORKFORCE INVESTMENT BOARD

[84]

Approve The Recommendations Of The Appointments Of Lauren Stanton To Fill The Vacant Seat On The Workforce Investment Board Representing Economic Development, And Les Echols Representing The Greater Florence Chamber Of Commerce (Replacing Richard Harrington Who Expressed His Desire To Not Be Re-Appointed To Serve Another Term), With Appropriate Expiration Terms.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[88]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2014 Through April 30, 2014 As An Item For The Record.

B. FINANCE

FY2014/15 STATE ACCOMMODATIONS TAX ALLOCATIONS

[94]

Approve The Revised Recommendation From the Accommodations Tax Advisory Committee For FY2014/2015 State Accommodations Tax Allocations To Be Distributed To The Various Recipients.

C. FINANCE-FACILITY MAINTENANCE/PROCUREMENT

AWARD BID NO. 29-13/14

[97]

Award Bid No. 29-13/14 Asbestos Abatement To Portions Of The Basement And First Floor Of The Florence County Complex To The Low Bidder Environmental Holdings Group Of Morrisville, NC In The Amount Of \$135,000 To Be Funded From The Complex Capital Project.
(3 Compliant Bids Received)

D. LIBRARY SYSTEM/PROCUREMENT

SOLE SOURCE PROCUREMENT

[100]

Approve A Sole Source Procurement To Have Control Management, Inc. (CMI) Of Columbia, SC Service And Support The Siemens 103 LON Control System By Adding This Service To The Current CMI HVAC Full Service Automation Renewal Maintenance Contract For The Main And Lake City Libraries For A Five-Year Period At An Additional Cost Of \$17,598 Per Year.

E. PROCUREMENT

1. AWARD REQUEST FOR PROPOSAL (RFP) NO. 32-13/14

[110]

Award RFP No. 32-13/14 For Forestry Timber Management Services For Two (2) Florence County Land Sites To Handley Forestry Services Of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.
(1 Proposal Received)

2. **AWARD REQUEST FOR QUALIFICATION (RFQ) NO. 28-13/14** [111]

Approve RFQ No. 28-13/14 For Professional Architectural Services For A New Emergency Operations Center And 911 Call Center Building To Stewart-Cooper-Newell Architects Of Columbia, SC In Partnership With Collins And Almers Architecture, Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review. *(11 Proposals Received)*

F. PUBLIC WORKS

GRAPPLE LOADER/TRUCK

[113]

Approve The Purchase Of A 2015 Petersen Industries Model DL-3 Grapple Loader Mounted On A 2015 International 7400 SBA Truck From Carolina International Inc., Florence, SC From State Contract In The Amount Of \$167,726.58 And Authorize Funding From Fund 153 – Road Maintenance Fund Balance.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. **JOHNSONVILLE HIGH SCHOOL**

[125]

Approve The Expenditure Of Up To \$1,000 From Council District 2 Infrastructure Funding Allocation To Pay For Hot Asphalt To Patch The Parking Lot At Johnsonville High School.

2. **TOWN OF COWARD**

[126]

Approve The Expenditure Of Up To \$1,500 From Council District 5 Infrastructure Funding Allocation To Assist The Town Of Coward With The Purchase And Installation Of Additional Surveillance Cameras In The Town And Near The Schools.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. **CAPITOLA ROAD**

[127]

Approve The Expenditure Of Up To \$10,000 From Council District 2 RSMF Funding Allocation To Pay For Crushed Asphalt For Capitola Road.

2. **S-29 CONNECTOR – CASHUA ROAD AND W. EVANS STREET** [128]
Approve The Expenditure Of Up To \$47,000 From Council Districts' RSMF Funding Allocations As Indicated On The Fact Sheet To Pay For Milling And 200 Lbs. Surface Type C Hot Laid Asphalt On S-29 Connector Connecting Cashua Road And W. Evans Street.

C. UTILITY

1. **CITY OF LAKE CITY** [129]
Approve The Expenditure Of Up To \$12,000 From Council District 1 Utility Funding Allocation For The Installation Of Wastewater To The Blanding Street Park Located In Lake City.
2. **CITY OF FLORENCE** [130]
Approve The Expenditure Of Up To \$42,000 From Council Districts 3 And 8 Utility Funding Allocations To Assist The City Of Florence With An Additional 2,500 LF Of 6" Water Line To Serve Future Customers Along Sumter Street.
3. **HEATHER DRIVE** [131]
Approve The Expenditure Of Up To \$4,620 From Council District 9 Utility Funding Allocation To Pay For MBC Stone To Rock The Cul-De-Sac At The end Of Heather Drive.
4. **NORTH VISTA ELEMENTARY SCHOOL** [132]
Approve The Expenditure Of Up To \$50,000 From Council Districts 3 And 7 Utility Funding Allocations (\$25,000 From Each District) For The Removal Of Approximately 1400 Linear Feet Of Existing Damaged Sidewalk And Replacement/Relocation Of Sidewalk To Avoid Future Root Interference From Existing Trees Along Vista Street From The New School To Irby Street.
5. **WEED AND SEED SAFE HAVEN** [133]
Approve The Expenditure Of Up To \$12,753.50 From Council Districts 3 And 7 Utility Funding Allocations (\$6,376.75 From Each District) For The Purchase And Installation Of Partition Panels At The Weed And Seed Safe Haven.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA:

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the June 19, 2014 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, JUNE 19, 2014, 9:00 A.M., COUNCIL CHAMBERS
ROOM 803, COUNTY COMPLEX, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

James T. Schofield, Chairman
Waymon Mumford, Vice Chairman
Mitchell Kirby, Secretary-Chaplain
Russell W. Culberson, Council Member
Alphonso Bradley, 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

ABSENT:

Willard Dorriety, Jr., Council Member

ALSO PRESENT:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Jonathan B. Graham, III, Planning Director
Ronnie Pridgen, Parks and Recreation Director
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Patrick Fletcher, Procurement Director
Jack Newsome, Tax Assessor
David Alford, Registration/Elections Director
Alan Smith, Library Director
Coroner Keith Von Lutcken
Chief Deputy Glen Kirby
Gavin Jackson, Morning News Staffwriter
Ken Baker, WMBF News

A notice of the regular meeting of the Florence County Council appeared in the June 18, 2014 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 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).

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

APPROVAL OF MINUTES:

Councilman Springs made a motion Council Approve The Minutes Of The May 15, 2014 Regular Meeting, the May 29, 2014 and the June 12, 2014 Special Called Meetings Of County Council. Councilman Caudle seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles and Chairman Schofield opened public hearings for the following items:

ORDINANCE NO. 28-2013/14

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project R [Ruiz Food Products, Inc. and RG4 Holding Co., LLC, the "Company"], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project R [the Company], And Providing For Payment By Project R [the Company], Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

ORDINANCE NO. 29-2013/14

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

LEASE AGREEMENT

Execution Of A Lease Agreement Between Florence County And Access Community Rehabilitative Health Services For Property Owned By Florence County And Located At 124 Epps Street, Lake City, South Carolina, Designated As Tax Map Parcel Number 80008-12-008.

APPEARANCES:

There Were No Appearances Requested Or Scheduled.

COMMITTEE REPORTS:

There Were No Committee Reports.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION OF APPRECIATION AND RECOGNITION

Chairman Schofield stated Council was asked to defer this item to a later meeting: A Resolution Of Appreciation And Recognition For The Honorable Lester P. Branham, South Carolina House of Representatives For His Commendable Service.

RESOLUTION OF APPRECIATION AND RECOGNITION

The Clerk published a Resolution of Appreciation and Recognition for Patricia Singleton Parr For Her Commendable Service And A Job Well Done, in its entirety. Councilman Mumford made a motion Council approve the Resolution. Councilman Kirby seconded the motion, which was approved unanimously. Councilman Mumford presented Mrs. Parr with a framed Resolution of Appreciation and Recognition. Mrs. Parr expressed her appreciation for the Resolution and the opportunity to serve the citizens of Florence County.

RESOLUTION NO. 38-2013/14

The Clerk published the title of Resolution No. 38-2013/14: A Resolution To Approve A Multi-Jurisdictional Agreement With The Timmons ville Police Department Requested By The Florence County Sheriff's Office And Authorizing The County Administrator To Execute Said Agreement. Councilman Culberson made a motion Council approve the Resolution as presented. Councilman Poston seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the on the sign-in sheets, the Chairman declared the Public Hearings closed.

ORDINANCES IN POSITION:

ORDINANCE NO. 22-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 22-2013/14: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamplico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto. Councilman Poston made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 23-2013/14: An Ordinance To Rezone Property Owned By Norma Jean Watford Located At 1920 Pamplico Hwy., Florence, As Shown On Florence County Tax Map No. 90134, Block 02, Parcel 007; Consisting Of Approximately 0.43 Acres From R-1, Single-Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 25-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 25-2013/14: An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto. Councilman Springs made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 26-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 26-2013/14: An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 28-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 28-2013/14: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Ruiz Food Products, Inc. And RG4 Holding Co., LLC, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Ruiz Food Products, Inc. And RG4 Holding Co., LLC And Providing For Payment By Ruiz Food Products, Inc. And RG4 Holding Co., LLC Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto. Councilman Mumford made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 01-2014/15 – THIRD READING

The Clerk published the title of Ordinance No. 01-2014/15: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion.

Councilman Springs made a motion Council amend Ordinance No. 01-2014/15 To Increase The Appropriation For The Fire And First Responder Fund To \$4,987,410 By Increasing The Property Tax Revenue To \$4,987,410 And By Increasing The Appropriation To Windy Hill Fire Department To \$1,011,256 And By Increasing Appropriations To Olanta Fire Department To \$319,915. Councilman Caudle seconded the motion, which was approved unanimously. Third Reading of Ordinance No. 01-2014/15 was approved with a seven (7) to two (2) vote. Voting in the 'Affirmative' were Chairman Schofield, Councilmen Culberson, Poston, Bradley, Mumford, Caudle and Springs. Voting 'No' were Councilmen Kirby and Dorriety (by Proxy provided to Councilman Caudle; copy attached and incorporated by reference).

ORDINANCE NO. 21-2013/14 – SECOND READING DEFERRED

The Chairman stated Council was asked to defer second reading of Ordinance No. 21-2013/14: An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Related Thereto.

ORDINANCE NO. 24-2013/14 – SECOND READING DEFERRED

Chairman Schofield stated second reading of Ordinance No. 24-2013/14 was deferred: An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2, And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

ORDINANCE NO. 27-2013/14 – SECOND READING WITH AMENDED TITLE

The Clerk published the amended title of Ordinance No. 27-2013/14: An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCE NO. 29-2013/14 – SECOND READING

The Clerk published the title of Ordinance No. 29-2013/14: An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2013/14 – INTRODUCED

The Clerk published the title and the Chairman declared Ordinance No. 30-2013/14 Introduced: An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmonsville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

COMMISSION ON ALCOHOL & DRUG ABUSE

Councilman Springs made a motion Council approve The Recommendation For The Re-Appointments Of Don Coker – Council District 5, Richard Sale – Council District 6, And Marshall Rainey – At-Large Accounting, To Serve On The Florence County Commission On Alcohol And Drug Abuse, With Appropriate Expiration Terms. Councilman Caudle seconded the motion, which was approved unanimously.

POLICY COMMISSION ON RECREATION

Councilman Culberson made a motion Council approve The Re-Appointment Of William L. Breeden, Jr. To Serve On The Policy Commission On Recreation Representing Council District 6, With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

Councilman Caudle made a motion Council approve The Re-Appointment Of Darryl Jackson To Serve On The Policy Commission On Recreation Representing Council District 5, With Appropriate Expiration Term. Councilman Culberson seconded the motion, which was approved unanimously.

Councilman Caudle made a motion Council approve The Re-Appointment Of Joseph Huggins To Serve On The Policy Commission On Recreation Representing Council District 8, With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.

SENIOR CENTER COMMISSION

Councilman Poston made a motion Council approve The Re-Appointment Of Andrew Wilson To Serve On The Senior Center Commission Representing Council District 2, With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

Councilman Caudle made a motion Council approve The Re-Appointment Of Jean McPherson To Serve On The Senior Center Commission Representing Council District 5, With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

PEE DEE REGIONAL AIRPORT AUTHORITY

Councilman Caudle made a motion Council approve The Nomination Of Frank M. "Buzz" Rogers, IV To Serve On The Pee Dee Regional Airport Authority And Submission To The Governor For Approval With Appropriate Expiration Term (replaces Roy Burch who resigned). Councilman Culberson seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2014 Through March 31, 2014 As An Item For The Record.

LEASE AGREEMENT

Councilman Caudle made a motion Council Approve The Execution Of A Lease Agreement Between Florence County And Access Community Rehabilitative Health Services For Property Owned By Florence County And Located At 124 Epps Street, Lake City, South Carolina, Designated As Tax Map Parcel Number 80008-12-008. Councilman Springs seconded the motion, which was approved unanimously.

FINANCE

FY2014/15 STATE ACCOMMODATIONS TAX ALLOCATIONS

Councilman Caudle made a motion Council approve The Expenditure Of \$225,000 In State Accommodations Tax Funding Allocations As Recommended By The Accommodations Tax Advisory Committee For FY2014/15. Councilman Mumford seconded the motion. Councilman Bradley made a motion To Appeal The Recommendation Of Funding For The Frontage Road Association And Refer The Matter To The Reconciliation Committee. Councilman Mumford seconded the motion to amend/appeal. County Administrator K. G. Rusty Smith, Jr. stated for clarification that County Code of Ordinances Section 11-162-170, section 4 – Appeals states that if any member of Council asked for reconsideration it would be referred to the Accommodations Tax Reconciliation Committee and that Committee consisted of the members of the Committee on Administration & Finance and the Executive Committee (President, Vice President and Secretary) of the Accommodations Tax Advisory Committee. The group was required to meet prior to the next sitting of Council and provide a reconciliation for Council to consider at its next meeting and dispose of as Council deemed appropriate. Council unanimously approved the motion to refer to the Accommodations Tax Reconciliation Committee.

PARKS & RECREATION/PROCUREMENT

BID AWARD

Councilman Culberson made a motion Council Award Bid No. 24-13/14 Greenwood Park Baseball Field Lighting To The Low Bidder KMB Electric Co. Of Sumter, SC In The Amount Of \$138,200 To Be Funded From Council District Infrastructure Funds Previously Approved By Council. Councilman Mumford seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council Declare Nine (9) Vehicles, Two (2) Dump Trucks, One (1) Trailer, And One (1) Pickup As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Springs seconded the motion, which was approved unanimously.

REQUEST FOR PROPOSAL (RFP) AWARD

Councilman Culberson made a motion Council Award RFP No. 27-13/14, Program Management Services For The Capital Projects Sales Tax Program II To Davis & Floyd Of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval. Councilman Mumford seconded the motion, which was approved unanimously. Councilman Bradley provided a brief overview of the process used in determining the recommendation. (Councilman Caudle voted by Proxy for Councilman Dorriety; the proxy is attached and incorporated by reference).

REVIEW PANEL APPOINTMENT – RFP #30-13/14

Chairman Schofield Appointed Himself To Serve On The Review Panel For RFP #30-13/14 For Landscape Architectural Services And Master Plan For The County Complex Building.

REVIEW PANEL APPOINTMENT – RFP #32-13/14

Chairman Schofield Appointed Councilman Caudle To Serve On The Review Panel For RFP #32-13/14 Professional Forestry Services For Various County Land Sites.

SARDIS-TIMMONSVILLE FIRE DEPARTMENT/PROCUREMENT

PURCHASE OF FIRE PUMPER

Councilman Kirby made a motion Council Authorize The Purchase Of One (1) Fire Pumper And The Necessary Equipment From The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program For The Sardis-Timmons ville Fire Department In An Amount Not To Exceed \$300,903 As Funded In The Capital Project Sales Tax II. Councilman Caudle seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE

CONTRACTUAL AGREEMENT – TOWN OF PAMPLICO

Councilman Mumford made a motion Council approve A Contractual Agreement With The Town Of Pamplico To Provide Victim Services. Councilman Springs seconded the motion, which was approved unanimously.

CONTRACTUAL AGREEMENT – TOWN OF SCRANTON

Councilman Springs made a motion Council approve A Contractual Agreement With The Town Of Scranton To Provide Victim Services. Councilman Caudle seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE/GRANTS

UNITED STATES DEPARTMENT OF JUSTICE GRANT (USDOJ)

Councilman Caudle made a motion Council approve The Submission Of A Grant Application For The FY2014 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$21,328 To Provide Capital/Replacement Equipment For The Florence County Sheriff's Office. Councilman Mumford seconded the motion, which was approved unanimously.

SOUTH LYNCHES FIRE DEPARTMENT/PROCUREMENT

BID AWARD

Councilman Springs made a motion Council Award Bid No. 26-13/14 Fire Truck Refurbishment For The South Lynch es Fire District To The Low Bidder Kovath Mobile Equipment Corp. (KME) Of Nesquehoning, PA In The Amount Of \$597,904 To Be Funded From Capital Project Sales Tax II Funds. Councilman Mumford seconded the motion, which was approved unanimously. For clarification and in response to a question from Councilman Caudle regarding the variance in costs, Mr. Smith stated this was for the refurbishment of a ladder truck and Sardis-Timmons ville was purchasing a pumper truck.

RABBIT WOOD LANE

Councilman Caudle stated that since this next item was in his district, that it be deferred. (Approve The Expenditure Of Up To \$12,568 From Council District 5 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Rabbit Wood Lane.

EXECUTIVE SESSION:

Councilman Kirby 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 Springs seconded the motion, which was approved unanimously.

Council entered Executive Session at 9:33 a.m. Council reconvened at 9:50 a.m.

Councilman Mumford recommended that Council recognize Senator Leatherman for being named President Pro Tempore and Senator McGill for being appointed Lieutenant Governor of South Carolina. Chairman Schofield stated the necessary resolutions of congratulations would be prepared for presentation at the July meeting. Chairman Schofield commented it was pretty nice to have the number one person in the Senate and the number two person, behind the Governor, both from our area.

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

COUNCIL MEETING ADJOURNED AT 9:52 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

RABBIT WOOD LANE

Councilman Caudle stated that since this next item was in his district, that it be deferred. (Approve The Expenditure Of Up To \$12,568 From Council District 5 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Rabbit Wood Lane.

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

COUNCIL MEETING ADJOURNED AT 9:52 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

June 19, 2014

Ordinance No. 28-2013/14

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project R [Ruiz Food Products, Inc. And RG4 Holding Co., LLC, The "Company"], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project R [The Company], And Providing For Payment By Project R [The Company], Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

	NAME	ADDRESS	PHONE NUMBER
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STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Third Reading of Ordinance No. 01-2014/15,
Providing for the Levy of Taxes in Florence County for the Fiscal Year Beginning July 1,
2014 and Ending June 30, 2015, at the regular meeting of County Council on June 19,
2014, with County Councilman Kent Caudle with This proxy is for a
"no" vote on the question of Third Reading of the Ordinance.

Willard Dorriety, Jr.
Willard Dorriety, Jr.
Member, Florence County Council

WITNESSES:

Michelle H. Baum
Doreen E. Ebbert

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROBATE

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

Michelle H. Baum
Witness

SWORN to before me this
17th day of June, 2014

Doreen E. Ebbert
NOTARY PUBLIC (S.C.)
My Commission Expires 2-17-2015

4

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Award of Request for Proposal (RFP) No. 27-13/14,
Program Management Services for the Capital Projects Sales tax Program II to Davis &
Floyd of Florence, SC, at the regular meeting of County Council on June 19, 2014, with Willard Dorriety, Jr.
County Councilman Ken Cawthra This proxy is for a "yes" vote
on the question of Award of RFP No. 27-13/14.

Willard Dorriety, Jr.
Willard Dorriety, Jr.
Member, Florence County Council

WITNESSES:

Michelle A. Brown
Daniel E. Early

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROBATE

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

Michelle A. Brown
Witness

SWORN to before me this
17th day of June, 2014

Daniel E. Early
NOTARY PUBLIC (S.C.)
My Commission Expires 2-17-2015

Local Preference Information

A survey was conducted through the South Carolina Association of Counties SCAC Talk to determine how many counties have a local preference provision in the procurement ordinance and how much preference is being given to local vendors by the counties that have enacted such an ordinance.

Attached is a spreadsheet detailing those counties that responded to the survey. The county responses are categorized by population size with those greater than 100,000 and those less than 100,000.

A review of all Florence County formal bids from FY 08/09 (38 bids), FY 09/10 (22 bids), FY 10/11 (14 bids) and FY 11/12 (5 bids) and applying a 5% local preference with no maximum dollar amount would have changed the award of only four (4) bids of the 79 total bids awarded during those years.

The current Florence County procurement ordinance allows for a 2% local preference with no maximum limit.

Option: To amend the local preference provision of the code to allow a 5% local preference but require the local vendor to match the low bid and cap the preference at \$10,000.

SURVEY OF LOCAL PREFERENCE PROVISIONS BY SOUTH CAROLINA COUNTIES

<u>County</u>	<u>Provision</u>	<u>Local Preference Provisions</u>
<u>Larger Population Counties - Greater than 100,000 (in order of size)</u>		
Richland	No	-
Charleston	Yes	5% with a maximum of \$10,000 preference allowed and the local vendor is required to match the low bid.
Lexington	No	-
Horry	No	-
Anderson	Yes	5% Doesn't apply to purchases less than \$500 or more than \$50,000.
Berkley	No	-
Aiken	Yes	5% for bids up to \$5,000) A maximum of \$2,000 preference is allowed. 4% + \$250 for bids from \$5,001 to \$10,000) 3% + \$450 for bids from \$10,001 and up)
Beaufort	Yes	5% or \$10,000 whichever is less. If an item is on state contract, a local vendor is required to meet or beat the state contract price.
Dorchester	Yes	5% The local vendor is required to match the low bid.
Sumter	Yes	5% only applied to bids of \$10,000 or more and the local vendor is required to match the low bid.
<u>Counties with Populations less than 100,000 (in order of size)</u>		
Orangeburg	Yes	2%
Laurens	Yes	5% The maximum preference allowed is \$1,000.
Lancaster	No	-
Georgetown	Yes	5% The local vendor is required to match the low bid.
Kershaw	Yes	4% for bids under \$100,000 3% for bids \$100,000 or more
Clarendon	Yes	5%
Marlboro	Yes	5%
Barnwell	Yes	5% for awards less than \$5,000 3% for awards between \$5,001 and \$15,000 1% awards over \$15,000
McCormick	No	-

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the July 1, 2014 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, JULY 1, 2014, 8:30 A.M., COUNCIL CHAMBERS ROOM 803, COUNTY COMPLEX, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:

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

ABSENT:

Mitchell Kirby, Secretary-Chaplain
Jason M. Springs, Council Member

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Samuel K. Brockington, Fire/Rescue Services Coordinator
David Alford, Registration/Elections Director
Gavin Jackson, Morning News

A notice of the Special Called meeting of the Florence County Council appeared in the June 30, 2014 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda were provided to members of the media, members of the public requesting copies, and posted in the lobby of the County Complex, the Doctors Bruce and Lee Foundation Public Library and all branch libraries, and on the County's website (www.florenceco.org).

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

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION NO. 01-2014/15

The Clerk published the title of Resolution No. 01-2014/15: A Resolution In Which Florence County Council Requests The South Carolina Association Of Counties To File An Amicus Curiae Brief In The Matter Pending In The South Carolina Supreme Court, County Of Florence And Florence County Council vs. The Registration And Elections Commission For Florence County; Wayne Joye, In His Official Capacity As Auditor Of Florence County; And Dean Fowler, Jr., In His Official Capacity As Treasurer Of Florence County. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved with a six (6) to one (1) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Bradley, Mumford, and Caudle. Voting 'no' was Councilman Dorriety.

Chairman Schofield commented that the majority of the members of Council felt there were several ambiguous provisions in the law that absolutely had to get cleared up regardless of which side of the issue you were on. He stated that he talked with the Auditor and Treasurer before it was filed to clarify that this was not an adversarial position, simply they were the people named in the legislation that would be required to do certain acts and there were certain things in the legislation that was unclear, potentially for the election commission and these two elected officials, and the Supreme Court would have to clear that up or rule on it.

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

COUNCIL MEETING ADJOURNED AT 8:34 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL

July 17, 2014

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 27-2013/14

An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.

B. ORDINANCE NO. 30-2013/14

An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmons ville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety.

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Appearances Before Council
 Deana H. Strickland

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ms. Strickland Requests To Appear Before Council To Discuss The Need For A Miracle League Field In Florence County.

ATTACHMENT:

A Copy of the Request To Appear (received via email).

P.O. Box 597
Effingham, SC, 29541

06/22/2014

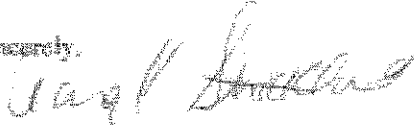
Dear Council:

I am writing to request to speak at your meeting on July 17th about the need for a Miracle League Field in Florence County.

I am the parent of a child with special needs that would benefit from a Miracle League Field in Florence County. Many children and adults dream about playing baseball and are unable to do so because of obvious barriers they face as a result of cognitive and/or physical disabilities. A Miracle League would give all children and adults the chance to make their dreams come true.

Thank you so much for your help.

Sincerely,



Deann H. Strickland

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Resolution of Appreciation and Recognition
Lester P. Branham, Jr.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation And Recognition For The Honorable Lester P. Branham, South Carolina House of Representatives For His Commendable Service.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution and present to Representative Branham.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

RESOLUTION OF APPRECIATION
AND RECOGNITION

WHEREAS, Florence County Council seeks to recognize individuals who ardently and persistently serve the citizens of Florence County; and,

WHEREAS, Lester P. Branham, Jr. has earned the respect and appreciation of members of the business and private sector for his commendable community service; and,

WHEREAS, Mr. Branham is a Graduate of Wake Forest University and the Southern Baptist Theological Seminary; his testimony of faith is evident in his stewardship as a Pastor for 43 years, having served fervently as Pastor of Lake City First Baptist Church for 25 years before retiring as a full-time Pastor but continues his impassioned service for the Lord as an Interim Pastor for those churches in need of a Shepherd; and,

WHEREAS, Mr. Branham has served the residents of his community in such esteemed offices as S. C. House of Representatives, Chairman of the Board for Palmetto Health Alliance for 20 years, Furman University Board of Directors, Chairman of the South Carolina Baptist Convention Executive Committee, and Florence School District 3 Board of Directors; and,

WHEREAS, Mr. Branham is an exceptional role model as a husband, having been married to Dorothy Hayes Branham for nearly 58 years, and the model father of two children, Brant and Maria and grandfather of four; and,

WHEREAS, Florence County Council fully realizes the standard of excellence set by Mr. Branham in his continued service to the public and wishes to publicly acknowledge his meritorious achievements.

NOW THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that LESTER P. BRANHAM, JR. richly deserves both Council's recognition and appreciation for his many contributions and years of dedicated service to the citizenry of Florence County. Thank you for being a friend to Florence County and its citizenry!

DONE in meeting duly assembled this 17th day of July 2014.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Jason M. Springs, Council District 1

K. G. Rusty Smith, Jr.
County Administrator

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Resolution of Appreciation, Recognition and Congratulations
The Honorable Hugh K. Leatherman, Sr.
South Carolina Senate

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation, Recognition And Congratulations For South Carolina Senator Hugh K. Leatherman, Sr. For His Continued Service To The Public, To Publicly Acknowledge His Laudable Achievements And Congratulate Him On His Recent Election As President Pro Tempore Of The South Carolina Senate.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution and present to Senator Leatherman.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

**RESOLUTION OF APPRECIATION,
RECOGNITION & CONGRATULATIONS**

WHEREAS, Florence County Council seeks to recognize individuals who zealously and tirelessly serve the citizens of Florence County; and,

WHEREAS, **HUGH K. LEATHERMAN, SR.** has earned the respect and appreciation of members of the community, business and private sector for his commendable public service; and,

WHEREAS, Senator Leatherman graduated from North Carolina State University with a Bachelor of Science in civil engineering and has been graciously honored by numerous organizations and institutions, as well as the recipient of such distinguished honors as an Honorary Doctorate from Francis Marion University, the College of Charleston, the Medical University of South Carolina, The Citadel, Coastal Carolina University, The University of South Carolina, Clemson University, Lander University, South Carolina State University, Wofford College and Winthrop University; and,

WHEREAS, he moved to Florence, South Carolina and began his public service career in 1967, when he was elected to the Quinby Town Council, serving as Mayor Pro Tempore from 1971-1976; and,

WHEREAS, he was elected to the South Carolina Senate on November 4, 1980 and has industriously served the citizens of Florence County for over 30 years; currently serving as Chairman of the powerful Senate Finance Committee while also serving on the Senate Ethics, Interstate Cooperation, Labor, Commerce and Industry, Rules, State House and Transportation committees; and

WHEREAS, Senator Leatherman serves as one of five members on the State Budget and Control Board, the South Carolina Research Authority Board of Directors and is very influential in securing various state funds for many infrastructure and economic development projects throughout the entire Pee Dee region; and,

WHEREAS, Senator Leatherman brought honor and recognition to his family, friends, the Florence community and the Pee Dee region on June 18, 2014 when he was elected President Pro Tempore of the South Carolina Senate, thereby attaining the rank of one of the highest ranking Senators in South Carolina history; and,

WHEREAS, Florence County Council fully realizes the standard of excellence set by Senator Leatherman in his continued service to the public and wishes to publicly acknowledge his laudable achievements.

NOW THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that **SENATOR HUGH K. LEATHERMAN, SR.** richly deserves both Council's recognition and appreciation for his many contributions and years of dedicated service to the citizenry of Florence County. Thank you for being a friend to Florence County and its citizenry!

DONE in meeting duly assembled this 17th day of July 2014.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Waymon Mumford, Vice Chairman

Mitchell Kirby, Secretary-Chaplain

Russell W. Culberson, Member

Alphonso Bradley, Member

Roger M. Poston, Member

Kent C. Caudle, Member

Willard Dorriety, Jr., Member

Jason M. Springs, Member

K. G. Rusty Smith, Jr., Administrator

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Resolution of Appreciation, Recognition and Congratulations
The Honorable John Yancey McGill
South Carolina Senate

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation, Recognition And Congratulations For Lieutenant Governor John Yancey McGill For His Sustained Service To The Citizenry, To Publicly Acknowledge His Honorable Achievements And Congratulate Him On His Recent Appointment As Lieutenant Governor of the State of South Carolina.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution and present to Lieutenant Governor McGill.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

RESOLUTION OF APPRECIATION,
RECOGNITION & CONGRATULATIONS

WHEREAS, Florence County Council seeks to recognize individuals who passionately and vigorously serve the citizens of Florence County; and,

WHEREAS, JOHN YANCEY MCGILL has earned the respect and appreciation of his family, friends, members of the community - business and private sector - for his outstanding community service; and,

WHEREAS, Senator McGill attended The Citadel and Francis Marion College, received Honorary Doctorate Degrees from The Citadel, Francis Marion University, Medical University of South Carolina, and an Honorary Ph.D from Coastal Carolina University and,

WHEREAS, he has been extremely active in his community and served as an effective leader in many civic organizations such as Past President of the Kingstree Jaycees and Chamber of Commerce, Past Chairman of the Board of Directors for the Waccamaw Regional Planning Development Council, Past Chairman of the Waccamaw Industrial Revolving Loan Commission, past member of the State Democratic Party Executive Committee, Select Committee of the Education Improvement Act, American Legislative Exchange Council, Board of Visitors for MUSC, just to name a few; and,

WHEREAS, he began his public service career in 1976, when he was elected to the Kingstree Town Council, serving as Mayor Pro Tempore from 1978-1979, elected Mayor of Kingstree in 1984, elected to the South Carolina Senate in November 4, 1989 and has dynamically served the citizens of Florence County for over 20 years in such roles as Member of the Senate Finance Executive Committee, Chairman of the Senate Finance Subcommittee on Natural Resources, Chairman of North Eastern Strategic Alliance (NESA); and

WHEREAS, he has been the recipient of such distinguished and coveted awards as Outstanding Young Men of America, Legislator of the Year (South Carolina Association of Counties - 1993), Legislator of the Year (South Carolina Association of Regional Councils - 1997), Primary Health Care Association Legislative Award - 1998, Senator of the Year (American Legion - 1999), South Carolina Counseling Association Legislative Award - 1999, Senate Legislator of the Year (Association of Conservation Districts - 2002), Legislator of the Year (South Carolina Cable Television Association - 2002), South Carolina Association of Counties Distinguished Service Award - 2008, and the William Henry Chandler Lifetime Achievement Award (Williamsburg Hometown Chamber - 2009); and

WHEREAS, Senator McGill brought honor and recognition to his family, friends, community, Florence and Williamsburg County, as well as the entire Pee Dee region on June 18, 2014 when he was elected President Pro Tempore of the South Carolina Senate, and assumed the office of the Lieutenant Governor of the State of South Carolina; and,

WHEREAS, Florence County Council fully realizes the standard of excellence set by Senator McGill in his sustained service to the citizenry and wishes to publicly acknowledge his honorable achievements.

NOW THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that SENATOR JOHN YANCEY MCGILL richly deserves both Council's recognition, appreciation and congratulations for his many contributions and years of dedicated service to the citizenry of Florence County. Thank you for being a friend to Florence County and its citizenry!

DONE in meeting duly assembled this 17th day of July 2014.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Waymon Mumford, Vice Chairman

Russell W. Culberson, Member

Roger M. Poston, Member

Willard Dorriety, Jr., Member

K. G. Rusty Smith, Jr., Administrator

Mitchell Kirby, Secretary-Chaplain

Alphonso Bradley, Member

Kent C. Caudle, Member

Jason M. Springs, Member

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Resolution No. 02-2014/15

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution To Approve A Multi-Jurisdictional Agreement With The Lake City Police Department Requested By The Florence County Sheriff's Office 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 20-20-50, SC Code of Laws 1976, requires all such agreements be approved by the governing body of each jurisdiction.
3. 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 the Lake City Police Department.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 02-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Proposed Resolution No. 02-2014/15
2. City of Lake City Multi-Jurisdictional Agreement

Sponsor(s) : Sheriff's Office
Adopted: : July 17, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 02-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution To Approve A Multi-Jurisdictional Agreement With The Lake City Police Department Requested By The Florence County Sheriff's Office 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 Multi-Jurisdictional Agreement With The Lake City Police Department And Authorizes The County Administrator To Execute Said Agreements.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

Multi-Jurisdictional
Agreement

This agreement is made and entered into this ____th day of June, 2014 by and between **Florence County Sheriff's Office** and the **Lake City Police Department**;

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law;

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

WHEREAS, South Carolina Code Ann. § 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, Florence County Sheriff's Office and Lake City Police Department are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. TERM AND RENEWAL

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers, deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or the municipality where they are permanently employed, with the sending county or municipality being compensated for their services by the county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the ancillary

benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. OFFICERS ASSIGNED AND AUTHORITY

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is in no way intended to limit an officer acting in his original jurisdiction.

12. ASSET FORFEITURE

The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor and/or United States Attorney based upon the facts of the individual seizure.

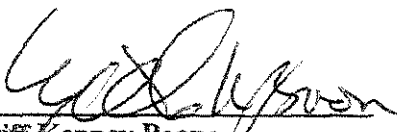
13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.


14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.



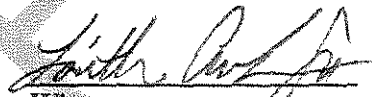
Sheriff Kenney Boone
Florence County Sheriff's Office



Witness



Chief Joseph Cooper
Lake City Police Department



Witness

DRAFT

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Approval of Resolution No.03-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(To Establish Procedures For The Granting Of A 50% Discount On The Household Solid Waste Fee To Those Parcels Containing Six Or More Residential Units, As Approved In Ordinance No. 1-2014/15, The Annual Budget Ordinance For Florence County.)

POINTS TO CONSIDER:

1. All residential parcels in the unincorporated area of Florence County and inside the city limits of the City of Lake City are charged an annual household solid waste fee on their property tax notices for each residential unit on each parcel.
2. Many apartment complexes and other multi-family parcels pay for and provide dumpster or other similar trash disposal services for their tenants.
3. The payment of both the household solid waste fee and the trash disposal services represents payment for essentially the same services, with the exception of the disposal of such items as white goods, brown goods, and yard waste, which is taken to the County's manned convenience centers.
4. The payment of both the household solid waste fee and the trash disposal services represents an undue financial burden on these apartment complexes and other multi-family parcels.
5. Any parcels containing six or more residential units which are charged a household solid waste fee on each residential unit will be granted a 50% discount on the household solid waste fee, subject to the provisions stated below.
6. In order to receive this discount, the taxpayer for such parcel will first need to pay the full household solid waste fee as included on the property tax notice for the parcel.
7. After the property tax notice is paid, a paid property tax receipt needs to be presented to the Florence County Finance Department, along with proof of payment of trash disposal services for the parcel for which this discount is being requested for the preceding twelve months. This proof of payment must take the form of trash disposal service invoices, along with canceled checks evidencing payment.
8. Once these proofs of payment are received and reviewed by the Florence County Finance Department, a check will be processed to the taxpayer for a 50% discount of the household solid waste fee paid. This check will be made available to the taxpayer no less than 30 days from the date all necessary proofs of payment have been submitted.
9. These procedures will be incorporated into the end-of-year budget amendment for the fiscal year ending June 30, 2015, and will be included in budget ordinances in future fiscal years.

OPTIONS:

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

ATTACHMENT:

1. Resolution No. 03-2014-/2015

Sponsor(s)/Department : County Council
Adopted: : July 17, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 03-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(To Establish Procedures For The Granting Of A 50% Discount On The Household Solid Waste Fee To Those Parcels Containing Six Or More Residential Units, As Approved In Ordinance No. 1-2014/15, The Annual Budget Ordinance For Florence County.)

WHEREAS:

1. All residential parcels in the unincorporated area of Florence County and inside the city limits of the City of Lake City are charged an annual household solid waste fee on their property tax notices for each residential unit on each parcel; and
2. Many apartments complexes and other multi-family parcels pay for and provide dumpster or other similar trash disposal services for their tenants; and
3. The payment of both the household solid waste fee and the trash disposal services represents payment for essentially the same services, with the exception of the disposal of such items as white goods, brown goods, and yard waste, which is taken to the County's manned convenience centers; and
4. The payment of both the household solid waste fee and the trash disposal services represents an undue financial burden on these apartment complexes and other multi-family parcels.

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

1. Any parcels containing six or more residential units which are charged a household solid waste fee on each residential unit is hereby granted a 50% discount on the household solid waste fee, subject to the provisions stated below.
2. In order to receive the aforementioned discount, the taxpayer for such parcel will first need to pay the full household solid waste fee as included on the property tax notice for the parcel.
3. After the property tax notice is paid, a paid property tax receipt needs to be presented to the Florence County Finance Department, along with proof of payment of trash disposal services for the parcel for which this discount is being requested for the preceding twelve months. This proof of payment must take the form of trash disposal service invoices, along with canceled checks evidencing payment.
4. Once these proofs of payment are received and reviewed by the Florence County Finance Department, a check will be processed to the taxpayer for a 50% discount of the household solid waste fee paid. This check will be made available to the taxpayer no less than 30 days from the date all necessary proofs of payment have been submitted.

5. These procedures will be incorporated into the end-of-year budget amendment for the fiscal year ending June 30, 2015, and will be included in budget ordinances in future fiscal years.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Resolution No. 04-2014/15

DEPARTMENT: Public Works

ISSUE UNDER CONSIDERATION:

(To Authorize The Addition Of A Grapple Loader/Truck To The County Fleet For Florence County Public Works.)

POINTS TO CONSIDER:

1. Budget Ordinance No. 01-2014/15, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet.
2. Public Works needs a Grapple Loader/Truck in order to respond to special projects throughout the County in a more efficient and effective manner such as debris removal; and
3. Public Works will fund the associated maintenance and fuel costs with this unit out of FY 15 budgeted departmental funds.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 04-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

Resolution No. 04-2014/15.

Sponsor(s)/Department : Public Works
Adopted: : July 17, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 04-2014/15

(To Authorize The Addition Of A Grapple Loader/Truck To The County Fleet For Florence County Public Works.)

WHEREAS:

1. Budget Ordinance No. 01-2014/15, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet; and
2. Public Works needs a Grapple Loader/Truck in order to respond to special projects throughout the County in a more efficient and effective manner such as debris removal; and
3. Public Works will fund the associated maintenance and fuel costs with this unit out of FY 15 budgeted departmental funds.

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

The County Administrator is authorized to make a permanent addition to the fleet by the addition of a Grapple Loader/Truck for Public Works.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL

July 17, 2014

AGENDA ITEM: Ordinance No. 27-2013/14 – Deferral of Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Defer Third Reading of Ordinance No. 27-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 27-2013/14

Sponsor(s) : Economic Development
 First Reading : April 17, 2014
 Committee Referral :
 Committee Consideration Date :
 Committee Recommendation :
 Second Reading : June 19, 2014
 Public Hearing :
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 27-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.]

WHEREAS:

1. Florence County (the "**County**"), a public body corporate and politic organized and existing under the laws of the State of South Carolina (the "**State**") is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "**Act**"), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investment and thus make use of and employ manpower and other resources of the State; and
2. The County has, by Inducement Resolution No. 31-2013/14 adopted on April 17, 2014 (the "**Resolution**"), committed to provide certain property tax benefits to the Company, if the Company will locate the Project (defined below) in the County; and
3. The County desires to enter into a new fee agreement with Project Olympus, a corporation organized and existing under the laws of the State of South Carolina (the "**Company**"), which fee agreement shall provide for payments of fees-in-lieu of taxes for the Project under the provisions of the Act, and for a special source revenue credit applicable to such payments (the "**New Fee Agreement**"); and

4. The County and the Company desire to enter into the New Fee Agreement concerning the Company's investment in certain real properties and improvements thereto and machinery, equipment, fixtures and other property (which properties constitute a project under the Act and are referred to herein as the "**Project**"); and
5. The Project is anticipated to provide significant economic benefits to the County and surrounding areas, and is anticipated to involve an investment of at least \$50 million; and
6. The County has previously entered into a fee-in-lieu of taxes arrangement with the Company under Title 4, Chapter 29, South Carolina Code of Laws, 1976, as amended (the "**Old Act**"), in connection with which the Company transferred title to certain real and personal property to the County, and the County and the Company entered into an Inducement Agreement and Millage Rate Agreement, dated as of _____ ("**Inducement and Millage Rate Agreement**"), and a Lease Agreement, dated as of _____ (the "**Lease**"), concerning certain real properties and improvements thereto and certain machinery, equipment, fixtures and other property (the "**Original Project**"); and
7. The Act provides, at Section 12-44-170, that a company with property subject to an existing fee-in-lieu of property tax arrangement under the Old Act, pursuant to which arrangement project title is held by a county and leased to the company, may elect with the consent of the county to convert from such Old Act arrangement to a fee agreement under the Act, pursuant to which arrangement project title is held by the company, and such property shall be considered "economic development property" for purposes of the Act subject to the following:
 - (a) a continuation of the same fee payments required under the existing lease agreement;
 - (b) a continuation of the same fee payments only for the time required for payments under the existing lease agreement;
 - (c) a carryover of minimum investment or employment requirements of the existing arrangements to the new fee arrangement; and
 - (d) appropriate agreements and amendments between the company and the county continuing the provisions and limitations of the prior agreement.
8. To the extent necessary or required under the Act, the County desires to consent to, approve and ratify such conversion by the Company of its facilities from an Old Act arrangement to an Act arrangement and to the fee agreement (the "**Conversion Fee Agreement**") and other documents pursuant to which such conversion is to be made, and in connection therewith to approve a ten-year extension of the term of such arrangement as set forth in the Conversion Fee Agreement and to provide a credit to offset future fee-in-lieu of tax payments on Company personal property that is subject to the Conversion Fee Agreement but no longer used by the Company; and

9. Under Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the **"Infrastructure Law"**), the County is authorized to use revenues received from payments of fees-in-lieu of taxes for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or the County and for improved or unimproved real property, buildings and structural components of buildings used in the operation of a manufacturing or commercial enterprise (collectively, the **"Infrastructure"**) in order to enhance the economic development of the County; and
10. The County and the Company previously entered into a _____ Fee Agreement (the **"Old Fee Agreement"**); and
11. Pursuant to the Resolution, the County agreed to provide certain credits against the Company's future fee-in-lieu of tax payments under the Old Fee Agreement in an amount sufficient to offset the Company's future fee-in-lieu of tax payments thereunder on personal property subject to that Agreement but no longer used by the Company; and
12. Such credit is to be provided to the Company pursuant to an Amendment to the Old Fee Agreement (the **"Amendment"**); and
13. Pursuant to the Resolution, the County committed to use a portion of the above aforementioned fee-in-lieu of tax payments for the purpose of defraying the costs of Infrastructure used in the operation of the Project, the Original Project, and the project subject to the Old Fee Agreement, as permitted by the Infrastructure Law; and
14. The County Council, having found pursuant to the Ordinance that the Infrastructure will serve the County and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to expand an industrial facility in the County, has agreed, pursuant to the Infrastructure Law, to provide certain credits against payments of fees-in-lieu of taxes to be made under the New Fee Agreement, the Conversion Fee Agreement, and the Amendment; and
15. There has been prepared and presented to this meeting the proposed form of the New Fee Agreement and the Conversion Fee Agreement (collectively, the **"Fee Agreements"**), and the form of the Amendment; and
16. It appears that the documents referred to above, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. With respect to the Project, pursuant to the Act and particularly Section 12-44-40(I) thereof, and based on information supplied to the County by the Company, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) The benefits of the Project to the public are greater than the costs to the public;

(e) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power;

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project, based on factual representations to the County by the Company, will be properly classified as economic development property; and

(g) A substantial public benefit is achieved by extending for ten years the term of the Lease in connection with its conversion to a fee agreement under the Act.

Section 2. With respect to the Original Project, the County, pursuant to the Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes the conversion of the Company's arrangement under the Old Act to an arrangement under the Act.

Section 3. With respect to the Original Project, the County consents to, approves and authorizes the transfer of title to all property, both real and personal, to the Company and to the cancellation of the Lease and the Inducement and Millage Rate Agreement (to the extent said agreements are not cancelled by operation of law) without further payment or penalty to the County under the Lease or the Inducement and Millage Rate Agreement.

Section 4. In connection with the Conversion Fee Agreement, the County hereby expressly agrees to the extension of the term of the Conversion Fee Agreement by 10 years pursuant to Section 12-44-21 of the Act, and hereby find that the provision of such 10-year extension achieves a substantial public benefit by inducing the Company to maintain and grow its operations in the County.

Section 5. The form, terms and provisions of each of the Fee Agreements and the Amendment that are before this meeting and filed with County Council are hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if each of the Fee Agreements and the Amendment were set out in this Ordinance in their entirety. The Chair of the County Council and the Clerk to County Council be and they hereby

are authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements and the Amendment to the Company. The Fee Agreements and the Amendment are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County, as approved by the officials of the County executing same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Fee Agreements and the Amendment now before this meeting. With respect to the Original Project, the County agrees to take such other actions as may be reasonably necessary or appropriate for the cancellation of the Lease and Inducement and Millage Rate Agreement, and the execution of the Conversion Fee Agreement, deeds, bills of sale and any/all other documents that the Company may reasonably request in order to convey to the Company title to any property that has been conveyed by the Company to the County pursuant to the Lease and to evidence the consent, approval and ratification described in this Ordinance.

Section 6. The Chair of County Council and the County Administrator, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the Amendment, deeds, bills of sale and related documents and the performance of all obligations of the County under and pursuant to this Ordinance and the Fee Agreements and the Amendment.

Section 7. The consummation of all transactions contemplated by the Fee Agreements and the Amendment are hereby approved.

Section 8. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 9. The provisions of this Ordinance are hereof declared to be separable and if any section, phrase or provision hereby shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

Section 10. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

FLORENCE COUNTY COUNCIL

July 17, 2014

AGENDA ITEM: Ordinance No. 29-2013/14 – Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 29-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 29-2013/14

Sponsor(s) : County Council
 First Reading : May 15, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 19, 2014
 Second Reading : June 19, 2014
 Third Reading : July 17, 2014
 Effective Date : July 17, 2014

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

ORDINANCE NO. 29-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

ARTICLE I

FINDINGS OF FACT

Section 1.1. Findings of Fact. As an incident to the adoption of this Ordinance, Florence County Council ("Council"), which is the governing body of Florence County, South Carolina (the "County"), has made the following findings:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the "State") and is authorized and empowered by the provisions of Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as amended (the "Act"):

- (i) to enter into agreements (including subsidiary loan agreements) with any hospital agency or public agency (as such terms are defined in the Act) necessary or incidental to the issuance of bonds;
- (ii) to enter into intergovernmental loan agreements with a project county (as such terms are defined in the Act) for the purpose of financing hospital facilities (as defined in the Act) located in the project county;

- (iii) to acquire and, in connection with such acquisition, to enlarge or expand, whether by purchase, gift or lease, hospital facilities;
- (iv) to enter into loan agreements with any hospital agency or public agency, prescribing the payments to be made by the hospital agency or public agency to the county or its assignee to meet the payments that shall become due on bonds, including terms and conditions relative to the acquisition and use of hospital facilities and the issuance of bonds;
- (v) to issue bonds for the purpose of defraying the cost of providing hospital facilities and to secure the payment of such bonds as provided in the Act;
- (vi) to receive and accept from any public agency loans or grants for or in aid of the construction of hospital facilities or any portion thereof, and to receive and accept loans, grants, aid or contributions from any source of either money, property, labor or other things of value to be held, used and applied only for the purposes for which such loans, grants, aid and contributions are made;
- (vii) to mortgage any hospital facilities and the site thereof for the benefit of the holders of bonds issued to finance such hospital facilities;
- (viii) to issue bonds to refinance or to refund outstanding obligations, mortgages or advances heretofore or hereafter issued, made or given by a hospital or public agency for the cost of hospital facilities;
- (ix) to charge to each hospital and public agency utilizing the provisions of the Act any administrative costs and expenses incurred in the exercise of the powers and duties conferred by the Act;
- (x) to do all things necessary or convenient to carry out the purposes of the Act;
- (xi) to make and execute contracts and agreements necessary or incidental to the exercise of its powers and duties under the Act, with persons, firms, Hospitals, governmental agencies and others;
- (xii) to make the proceeds of any bonds available by way of a loan to a hospital or public agency pursuant to a loan agreement (as defined in the Act);
- (xiii) to acquire by purchase, lease, gift or otherwise, or to obtain options for the acquisition of, existing hospital facilities and any property, real or personal, improved or unimproved, including interests in land in fee or less than fee for any hospital facilities, upon such terms and at such costs as shall be agreed upon by the owner and the county board (as defined in the Act);
- (xiv) to arrange or contract with any county, city, town or other political subdivision or instrumentality of the State for the opening or closing of streets or for the furnishing of utility or other services to any hospital facilities;
- (xv) to enter into lease agreements with any hospital or public agency whereby the county board leases hospital facilities to such hospital or public agency; and

- (xvi) to pledge or assign any money, rents, charges, fees or other revenues, including any proceeds of insurance or condemnation awards, pursuant to any loan agreement to the payment of the bonds issued pursuant to such loan agreement,

all as provided in the Act for the purpose of financing, refinancing, acquiring, enlarging, improving, constructing, equipping, and providing hospital facilities to serve the people of the State and promoting the public health and welfare of the people of the State by making accessible to them modern and efficient hospital facilities at the lowest possible expense to those utilizing such hospital facilities.

(b) McLeod Regional Medical Center of the Pee Dee, Inc., a private, not-for-profit South Carolina Hospital (the "Hospital") and a "hospital agency" within the meaning of such term in the Act, has operated hospital facilities in the City of Florence and has provided health care to the citizens of the City of Florence and the Pee Dee region of South Carolina since 1930.

(c) The Hospital has requested that the County exercise the powers vested in it by the Act and issue not exceeding \$75,000,000 Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project), Series 2014 (the "2014 Bonds") for the purpose of refinancing the County's \$86,000,000 Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2004A (the "Prior Bonds") in order to achieve a savings with respect to debt service on said Prior Bonds (the refunding of the Prior Bonds may hereafter be referred to as the "Undertaking"). The Hospital has advised the County that the costs of the Undertaking will not exceed \$75,000,000.

(d) The Hospital has requested that the County enter into a Loan Agreement with respect to the 2014 Bonds (the "Series 2014 Loan Agreement") between the County and the Hospital whereby an amount designated by the Hospital as sufficient for such purpose will be loaned by the County to the Hospital for the purpose of assisting the Hospital in the financing of the Undertaking.

(e) The 2014 Bonds are to be issued and secured pursuant to a Trust Agreement (the "Series 2014 Trust Agreement"), between the County and US Bank National Association, as Trustee (the "Trustee"). The proceeds of the 2014 Bonds will be loaned to the Hospital pursuant to the Series 2014 Loan Agreement. Pursuant to the Series 2014 Loan Agreement, the Hospital will agree to effect the refunding of the Prior Bonds and the Hospital will issue its Obligation No. 14 ("Obligation No. 14") in favor of the County evidencing the Hospital's obligation to pay such amounts as shall be required to provide for the payment of all amounts due with respect to the 2014 Bonds. As security for the 2014 Bonds the County's rights to repayment under the 2014 Loan Agreement will be assigned and pledged to the Trustee pursuant to the Series 2014 Trust Agreement.

(f) The Hospital has arranged for the sale of the Bonds to J.P. Morgan Securities Inc. (the "Underwriter"). The Bonds will be sold to the Underwriter pursuant to the Bond Purchase Agreement with respect to the 2014 Bonds to be dated the date of such sale (the "Bond Purchase Agreement") among the County, the Hospital, and the Underwriter of the 2014 Bonds. Pursuant to the Bond Purchase Agreement, the Underwriter thereunder will make a public offering of the 2014 Bonds. In connection with such offering, there has been prepared a Preliminary Official Statement (the "Preliminary Official Statement") for the 2014 Bonds containing information with respect to the 2014 Bonds, the Hospital, the County, and other matters. At the time of the sale of the 2014 Bonds to the Underwriter, there will be a final Official Statement (the "Official Statement") with respect to the 2014 Bonds for delivery to purchasers of the 2014 Bonds.

(g) It is intended that the 2014 Bonds meet the requirements of the Act and that they be "Qualified 501(c)(3) Bonds" under Section 145(a) of the Internal Revenue Code of 1986, as amended (the "Code"), interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code. In order to satisfy various requirements of the Act and the Code, the following actions have been taken:

- (i) On May 15, 2014, Council adopted a Resolution pursuant to which Council agreed to issue obligations pursuant to the Act in order to finance Undertaking and authorized a petition to the South Carolina State Budget and Control Board (the "State Board") for its approval pursuant to Section 44-7-1590 of the Act and authorized a public hearing and notice of such hearing, on the issuance of the 2014 Bonds to finance the Undertaking in accordance with Section 147(f) of the Code.
 - (ii) On June 2, 2014, the County published notice of a hearing on the question of the issuance of the 2014 Bonds and the financing of the Florence Projects; such notice was published in the *Florence Morning News*, a newspaper of general circulation in Florence County.
 - (iii) On June 17, 2014, the State Board approved the 2014 Bonds pursuant to Section 44-7-1590 of the Act.
 - (iv) On June 18, 2014, notice of State Board approval of the 2014 Bonds was published in the *Florence Morning News* as required by Section 44-7-1590 of the Act.
 - (v) On June 19, 2014, Council, which is the elected legislative body of the County, held a public hearing on the question of the issuance of the 2014 Bonds and the financing of the Undertaking, at which hearing all interested persons were given the opportunity to express their views on such subjects.
- (h) Council is enacting this Ordinance in order to:
- (i) authorize the issuance, delivery and sale of the 2014 Bonds;
 - (ii) authorize the execution and delivery on behalf of the County of the Loan Agreement, the Trust Agreement, the Bond Purchase Agreement, and the Official Statement;
 - (iii) approve and ratify the use of the Preliminary Official Statement and the final Official Statement;
 - (iv) evidence the approval of the refunding of the Prior Bonds and the issuance of the 2014 Bonds by the County;
 - (v) authorize the filing of an information report pursuant to Section 149(e) of the Code; and
 - (vi) authorize the execution and delivery by, and on behalf of, the County and Council of such other agreements and certificates and the taking of such other action by the County and its officers as shall be necessary or desirable in connection with the issuance and delivery of the 2014 Bonds in order to carry out the intent of this Ordinance.

ARTICLE II

THE BONDS

Section 2.1. Authorization of Bonds. Council hereby authorizes the issuance by the County of not exceeding Seventy-Five Million Dollars (\$75,000,000) Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2014, pursuant to, and in accordance with, the provisions of the Series 2014 Trust Agreement. The 2014 Bonds shall be in such principal amount not exceeding Seventy-Five Million Dollars (\$75,000,000) and shall bear interest at such rate or rates of interest as shall be approved by the Chairman of Council (the "Chairman"), such approval to be evidenced by the Chairman's execution of the Series 2014 Trust Agreement as authorized by this Ordinance. The 2014 Bonds shall mature, bear interest, be subject to redemption and be payable at such times, in the manner, at such places and subject to such terms and conditions, all as provided in the Series 2014 Trust Agreement.

Section 2.2. Payment of Bonds by County; Limited Obligation. (a) For the payment of the 2014 Bonds there shall be pledged all of the County's interest in Obligation No. 14 and all of the County's interest in and under the Series 2014 Loan Agreement and all moneys to be paid by the Hospital thereunder except amounts to be paid to the County pursuant to Sections 3.04(v), 8.01 and 8.02 of the Series 2014 Loan Agreement. The 2014 Bonds and the interest thereon shall be limited obligations of the County, payable by the County solely from the aforesaid amounts to be paid by the Hospital pursuant to Obligation No. 14 and the Series 2014 Loan Agreement. The principal of, premium, if any, and interest on, the 2014 Bonds shall be payable solely from the funds pledged for their payment in accordance with the Series 2014 Loan Agreement and the Series 2014 Trust Agreement. The 2014 Bonds and the interest thereon shall never constitute an indebtedness or a charge against the general credit or taxing powers of the County within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to any pecuniary liability of the County.

(b) Neither the members of Council nor any person executing any of the 2014 Bonds shall be liable personally on the 2014 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 2.3. Sale and Delivery of Bonds; Application of Proceeds. The sale of the 2014 Bonds to the Underwriter on the terms and conditions, and at the price, provided in the Bond Purchase Agreement is hereby authorized and approved. Provided the conditions for delivery of the 2014 Bonds imposed by the Bond Purchase Agreement have been satisfied or waived as therein provided, the 2014 Bonds shall be delivered to the Underwriter at the time and place provided in the Bond Purchase Agreement. The proceeds of the sale of the 2014 Bonds shall be paid to the Trustee in accordance with Section 3.01 of the Series 2014 Loan Agreement and Section 207 of the Series 2014 Trust Agreement and applied in accordance with the terms and provisions of the Series 2014 Loan Agreement and Series 2014 Trust Agreement.

ARTICLE III

AGREEMENTS AND OFFICIAL STATEMENT

Section 3.1. Authorization of Loan Agreements, Trust Agreements, and Bond Purchase Agreements. The Series 2014 Loan Agreement, the Series 2014 Trust Agreement, and the Bond Purchase Agreement in substantially the forms attached hereto as Exhibits "A", "B", and "C", respectively, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Series 2014 Loan Agreement, the Series 2014 Trust

Agreement, and the Bond Purchase Agreement on behalf of the County are hereby authorized and directed. Each of such agreements shall be executed on behalf of the County by the Chairman of County Council (the "Chairman") and attested by the Clerk to Council (the "Clerk").

Section 3.2. Approval of Preliminary Official Statement; Authorization of Official Statement. Council hereby approves the Preliminary Official Statement and ratifies the use of the Preliminary Official Statement by the Underwriter in connection with the offering of the 2014 Bonds by the Underwriter. The Chairman is authorized to review and "deem final" within meaning of Rule 15c2-12 of the Securities and Exchange Commission the Preliminary Official Statement. Council hereby authorizes the preparation and distribution of the final Official Statement with respect to the 2014 Bonds. The final Official Statement shall be approved on behalf of the County by the Chairman, such approval to be evidenced by the Chairman's execution of the final Official Statement, which execution is hereby authorized.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Approval of Bonds. Council, which is the elected legislative body of the County, which is a governmental unit having jurisdiction over the area in which the improvements financed by the Prior Bonds are located, following notice and a public hearing as described in Section 1.1(g)(ii), hereby approves the 2014 Bonds and intends that this Ordinance evidence such approval for purposes of Section 147(f) of the Code.

Section 4.2. Information Report. The Chairman and Clerk, or either of them, are hereby authorized to execute, deliver and file such information reports with respect to the 2014 Bonds, on Form 8038 or such other form as may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to comply with Section 149(e) of the Code.

Section 4.3. Other Instruments and Actions. In order to implement the pledge of revenues under the Series 2014 Trust Agreement to secure the 2014 Bonds and in order to effect the issuance and delivery of the 2014 Bonds and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Chairman and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements, including documents relative to the refunding of the Prior Bonds (including without limitation redemption or defeasance escrows as may be required to effect such refundings), and to take such further action as the Chairman shall deem necessary or desirable.

Section 4.4. Ordinance a Contract. This Ordinance shall be a contract between the County and the holders, from time to time, of the 2014 Bonds, and shall be enforceable as such against the County.

Section 4.5. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 4.6. Effective Date. This Ordinance shall become effective upon receiving approval on third reading by Council.

(SEAL)

ATTEST:

FLORENCE COUNTY COUNCIL

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

Approved as to Form
D. Malloy McEachin, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL

July 17, 2014

AGENDA ITEM: Ordinance No. 21-2013/14 – Second Reading Deferral

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Defer Second Reading of Ordinance No. 21-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Title Of Proposed Ordinance No. 21-2013/14

Sponsor(s) : County Council
Introduction : March 20, 2014
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
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. 21-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, July 17, 2014

AGENDA ITEM: Ordinance No. 24-2013/14
Second Reading Deferral

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2 And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

OPTIONS:

1. *(Recommended)* Defer Second Reading of Ordinance No. 24-2013/14.
2. Provide alternate direction.

ATTACHMENTS:

1. Ordinance No. 24-2013/14 (title only)
2. Location Map

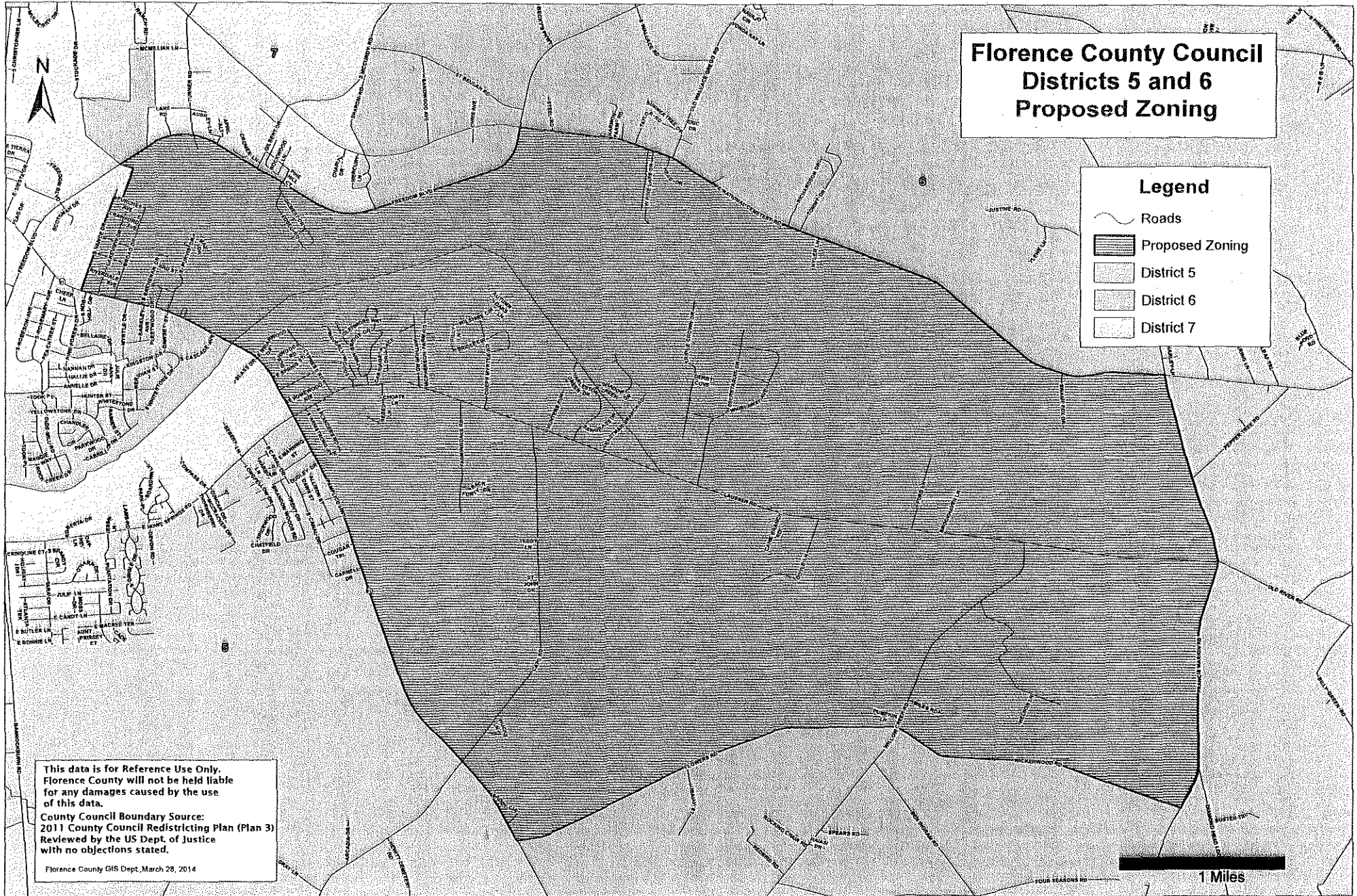
Sponsor(s) : Planning Commission
 Planning Commission Consideration :
 Planning Commission Public Hearing :
 Planning Commission Action :
 First Reading/Introduction : April 17, 2014
 Committee Referral : N/A
 County Council Public Hearing :
 Second Reading :
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 24-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2 And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]



FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Second Reading - Ordinance No. 30-2013/14

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

(An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmons ville To The City of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Entirety.)

OPTIONS:

1. *(Recommended)* Approve Second Reading Ordinance No. 30-2013/14.
2. Provide An Alternate Directive.

ATTACHMENTS:

Ordinance No.30-2013/14.

Sponsor(s) : Administration
 First Reading/Introduction : June 19, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : July 17, 2014
 Second Reading : July 17, 2014
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 30-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmons ville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety).

WHEREAS:

1. The County of Florence previously granted a water/sewer system service area franchise exemption to the Town of Timmons ville; and
2. Subsequently, the City of Florence purchased the Town of Timmons ville water/sewer system in January 2014; and
3. The County desires to transfer the previously granted water/sewer system franchise area to the City of Florence; and
4. Grant an additional franchise to the City of Florence for areas that have not been previously granted to any public water and sewer service provider.

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

1. Chapter 28 of the Florence County Code is hereby amended by adding sections to be numbered beginning with Section 28-4 (d) to grant water/sewer service area franchise described as follows, and denoted on attached map in green as C:
 - d. All water/sewer system service areas within the municipal boundaries of the Town of Timmons ville.
 - e. Other areas beginning at a point north of the Town of Timmons ville which is the intersection of Lake Swamp and the Florence/Darlington County line and extending southwest along the Florence/Darlington County line to the intersection of the Florence/Darlington County line and Lynches River; continuing south and east along Lynches River to the intersections of Lynches River and the centerline of Interstate Route 95 (I-95); continuing north and east along I-95 to a point 1,000

feet west of State Secondary Road 403; continuing south for 1,000 feet along a line 1,000 feet west of State Road 403 to a point 1,000 feet south of I-95; continuing northeast for 2,000 feet along a line 1,000 feet south of I-95 to a point 1,000 feet east of State Road 403; continuing north for 1,000 feet along a line 1,000 feet east of State Road 403 to I-95; and continuing north and east along I-95 to the intersection of I-95 and Lake Swamp; and continuing north and northwest along the main run of Lake Swamp to the point of origin.

- f. Other areas beginning at a point 2,500 feet from and north of US Highway 76 at the center line of Lake Swamp, and continuing east, northeast on a line 2,500 feet from U.S. Highway 76 to the western boundary of the City of Florence Service Area at a point 1,000 feet from S.R. 545; and continuing south along the boundary of the city service area, at a distance of 1,000 feet west of S.R. 545 to 1,000 feet south of U.S. Highway 76; and south in a straight line to the center line of I-95 and a point 2,500 feet and south of U.S. Highway 76; and west, southwest on a line 2,500 feet from U.S. Highway 76 to the eastern boundary of the Timmonsville water/sewer service area at the center line of Lake Swamp; and then north along the center line of Lake Swamp and the eastern boundary of the Timmonsville Water/Sewer Service Area to the point of origin.
- g. The entire area identified as Tax Map Parcel 00021-04-006.

- 2. In addition, the City of Florence shall be granted a water and sewer service area franchise, as denoted on the attached map in red as A and B, in areas which have not been previously granted to the City of Florence, Town of Timmonsville, or any other public water and sewer service provider and are described as follows:

- a. Beginning at a point on the Florence-Darlington County line approximately 432 feet west-northwest of the intersection of Sally Hill Road and Old South Drive; thence southwest approximately 11,678 feet along the Florence-Darlington County line to a point; thence southeast approximately 8,515 feet along the eastern boundary of the designated Timmonsville water/sewer system service area (running with the center of Lake Swamp) to a point 2,500 feet north of US Highway 76; thence east-northeast approximately 3,420 feet to a point on the western boundary of the City of Florence service area located 1,000 feet south of Mt. Carmel Road; thence westward with the western boundary of the City of Florence water/sewer service area to a point 1,000 feet northwest of Darlington Street; thence northeast along a line located 1,000 feet northwest of Darlington Street to a point on Holly Bush Road; thence northeast approximately 1,914 feet to the point of beginning.
- b. Beginning at a point at the intersection of I-95 and Lynches River; thence southeast (downstream) along Lynches River to a point 1,000 feet east of Cale Yarborough Highway (SC 403); thence north 6,477 feet along a line located 1,000 feet east of Cale Yarborough Highway to a point; thence north-northwest approximately 2,180 feet along a line located 1,000 feet south of Creek Road to a point; thence continuing north-northwest approximately 9,780 feet along a line located 1,000 feet west of Cale Yarborough Highway to the intersection with I-95; thence southwest approximately 14,230 feet along I-95 to the point of beginning.

- 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

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

FLORENCE COUNTY COUNCIL MEETING

Thursday, July 17, 2014

AGENDA ITEM: Ordinance No. 02-2014/15
Introduction

DEPARTMENT: Planning and Building Inspections *1/17/14*

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By City Of Florence & Timmons ville Rescue Squad Located At 401 E. Main Street, Timmons ville, As Shown On Florence County Tax Map No. 70012, Block 20, Parcel 002 & 001; Consisting Of Approx. 2.56 Acres From R-3, Single Family Residential District To B-4, Central Commercial District; And Other Matters Related Thereto.]

(Planning Commission approved 8 to 0; Council District 4)

POINTS TO CONSIDER:

1. The subject properties are currently zoned R-3, Single- Family Residential District.
2. Surrounding land uses consist of Commercial Business and Single-Family Residential District.
3. The subject property Land Use is designated Public Facility as established by the Land Use Element of the Comprehensive Plan and is compatible with B-4 zoning.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 02-2014/15
2. Staff report for PC#2014-03
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: June 24, 2014	Council Clerk, certify that
Planning Commission Public Hearing	: June 24, 2014	this Ordinance was
Planning Commission Action	: June 24, 2014 [Approved 8 to 0]	advertised for Public
First Reading/Introduction	: July 17, 2014	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 02-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By The City Of Florence & Timmons ville Rescue Squad Located At 401 E. Main Street, Timmons ville, As Shown On Florence County Tax Map No. 70012, Block 20, Parcel 002 & 001; Consisting Of Approx. 2.56 Acres From R-3, Single-Family Residential District, To B-4, Central 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 24, 2014.

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

1. Properties located at 401 E. Main Street, Timmons ville, bearing Tax Map 70012, Block 20, Parcel 002 & 001 are hereby rezoned to B-4, Central 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

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, June 24, 2014
PC#2014-03
ORDINANCE NO. 02-2014/15**

SUBJECT: Rezoning request from R-3, Multi-Family Residential District to B-4, Central Commercial District

LOCATION: Property is located at 401 E. Main Street, Timmons ville, SC

TAX MAP NUMBER: 70012, Block 20, Parcel 002 & 001

COUNCIL DISTRICT(S): 4; County Council

OWNER OF RECORD: City of Florence & Timmons ville Rescue Squad

APPLICANT: Donald E. Windham

LAND AREA: 2.56 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 properties are currently Commercial buildings and zoned R-3, Single-Family Residential District.
2. Proposed Land Use and Zoning:
The proposal is to rezone the subject properties to B-4, Central Commercial District, for Commercial Use.
3. Surrounding Land Use and Zoning:
North: Single-Family Residential/Commercial Business/R-3/Town of Timmons ville
South: Vacant Land/Central Commercial District/B-4/Town of Timmons ville

West: Commercial Business/R-3/Town of Timmons ville
East: Single-Family Residential/R-3/Town of Timmons ville

4. Transportation Access and Circulation:

Present access to the property is by way of Main Street.

5. Traffic Review:

The rezoning of these properties will not have an effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

The subject properties are currently designated as Public Facility as established by the Land Use Element of the Comprehensive Plan and are compatible with B-4 zoning.

7. Chapter 30-Zoning Ordinance:

The intent of the B-4, Central Commercial District: The intent of this district is to promote the concentration and vitality of commercial and business uses in the downtown area. This district is characterized by wall-to-wall or lot line development, sidewalks, and public parking lots.

STAFF RECOMMENDATION:

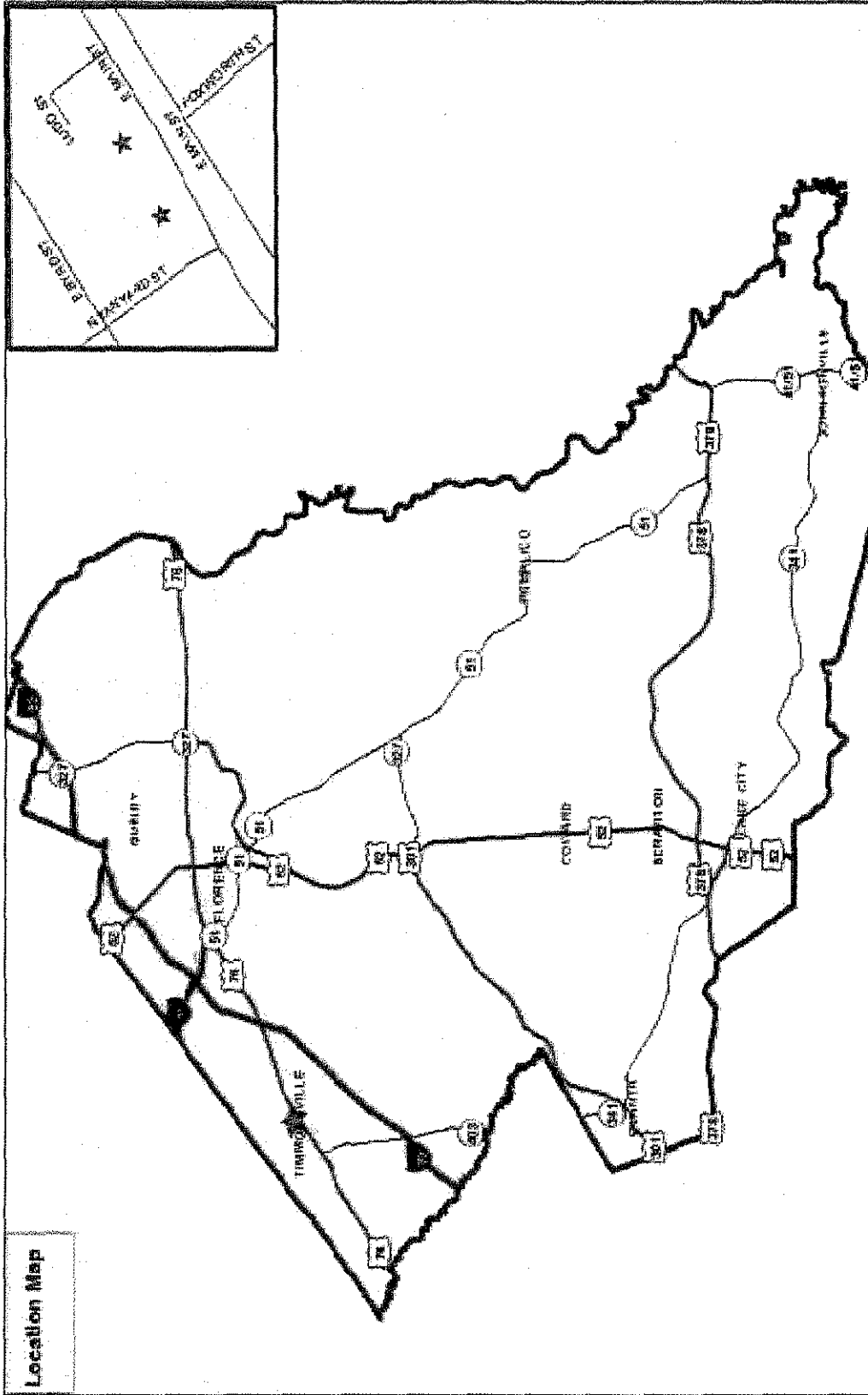
Approve as submitted.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, JUNE 24, 2014:

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 RECOMMENDATION:

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



Council District(s): 4
PC#2014-03



Map Prepared by: NRE
Copyright 2010 Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-00-03



**Florence County
Comprehensive Land Use Plan Map**

Legend

LU Code	Color/Pattern
PP	Light Gray
VA	Dark Gray
LB	Medium Gray
TGP	Dark Gray
SO	Dark Gray
CBF	Dark Gray
IGP	Dark Gray
RVP	Dark Gray
PF	Dark Gray
RHO	Dark Gray

z 

50-20132
 Bureau of Investigation
 United States Department of Justice
 Washington, D. C. 20535
 Approved by: SAC

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0	100	200	400	600	800	1000	1200	1400	1600	1800	2000	2200	2400	2600	2800	3000	3200	3400	3600	3800	4000	4200	4400	4600	4800	5000	5200	5400	5600	5800	6000	6200	6400	6600	6800	7000	7200	7400	7600	7800	8000	8200	8400	8600	8800	9000	9200	9400	9600	9800	10000



Florence County Zoning Map

Map Prepared by: MWE
 Copyright 2014 Florence County Planning
 & Building Inspections Department
 Change right to information by statute
 2014-08-05

Council District(s): 4
 PC#2014-03

Legend

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2011 Aerial

0 110 220 440 Feet



Map prepared by: MCE
Copyright 2010, Florence County Planning
& Building Inspection Department
Geospatial Information Systems
2/14/2010

Council District(s): 4
PC#2014-03

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Introduction of Ordinance No. 03-2014/15 by title only

DEPARTMENT: Administration
Procurement

ISSUE UNDER CONSIDERATION:

(An Ordinance To Re-Establish And Revise Florence County Procurement Policies And Procedures As Chapter 11.5; Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto).

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 03-2014/15 By Title Only.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 03-2014/15 Title

Sponsor(s) : Procurement
First Reading/Introduction : July 17, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : N/A
Second Reading :
Third Reading :
Effective Date : Immediately

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

ORDINANCE NO. 03-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Re-Establish And Revise Florence County Procurement Policies And Procedures As Chapter 11.5; Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Introduction of Ordinance No. 04-2014/15 By Title Only

DEPARTMENT: Administration/County Attorney/Public Works

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Florence County Code Of Ordinances Chapter 27, Public Roads And Ways To Establish Procedures For Road Paving Program; And Other Matters Relating Thereto).

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 04-2014/15 By Title Only.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 04-2014/15 Title

Sponsor(s) : County Council
First Reading/Introduction : July 17, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing :
Second Reading :
Third Reading :
Effective Date : Immediately

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

ORDINANCE NO. 04-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Florence County Code Of Ordinances Chapter 27, Public Roads And Ways To Establish Procedures For Road Paving Program; And Other Matters Related Thereto.)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Boards & Commissions
 City-County Civic Center Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation For The Re-Appointment Of Grey Raines To Serve On The Florence City-County Civic Center Commission, With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter from Kendall Wall, General Manager, Florence Civic Center
2. List of current County appointees to the Civic Center Commission



FLORENCE CITY-COUNTY CIVIC CENTER

June 30, 2014

To: Kent Caudle County Council & Civic Center Commissioner
Connie Haselden, Clerk to the Council

Cc: Grey Raines, Chairman of the Civic Center Commission

Fr: Kendall Wall, FCC General Manager

Re: Civic Center Commission Appointments

As of June 30th, the Civic Center Commission will have the following for Council's consideration.

So, we have one open position and one re-appointment.

Mr. Carlos Dubose has completed his second (2nd) term and is not eligible for re-appointment.

Mr. Grey Raines has completed his first (1st) term and is eligible for re-appointment.

Thanks,

Kw

CITY-COUNTY CIVIC CENTER COMMISSION

AUTHORITY:**ORDINANCE #4-90/91, #15-94/95, #25-2010/11****APPOINTED BY:****COUNTY COUNCIL: 5 MEMBERS****CITY COUNCIL: 5 MEMBERS****FLORENCE CITY MAYOR****FLORENCE COUNTY COUNCIL CHAIRMAN****COMMISSION: 1 MEMBER**

Thirteen (13) voting members and one ex-officio non-voting member, appointed as follows: five members, residents of City of Florence, appointed by the Florence City Council; five members, residents of Florence County, appointed by the Florence County Council; the Florence City Mayor and the Florence County Council Chairman, or their designee, with approval of the respective Council; one member, recommended by the Commission appointed by both City and County Councils; Civic Center Director shall be ex-officio, non-voting member. Terms are four years.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Grey Raines, VP Development Raines Development Group, Inc. 2670 Hospitality Boulevard Florence, SC 29501 Greyman09@aol.com	6/2014 317-9050 468-2800 - O
2	Carlos Dubose 1000 W. Candy Lane Florence, SC 29505 Jclos31@yahoo.com	6/2010 616-3210
3	Osmona Cooper 505 Azalea Drive Lake City, SC 29560	665-7822 - O 394-3060 - H 598-0439 - C 6/2016
4	C. B. Askins, Jr. P O Box 969 Lake City, SC 29560	394-8555 6/2016
5	Mary Dittman 2933 Woodbine Ave. Florence, SC 29501 MaryRDittman@gmail.com	617-6095 - H 6/2015

County Council Chairman Designee: Councilman Kent Caudle (07/10/13)

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Boards & Commissions
 City-County Memorial Stadium Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of Florence Public School District One For The Re-Appointment Of Gerald D. Holley To Serve On The Florence City-County Memorial Stadium Commission Representing Florence School District One, With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter from Dr. Allie E. Brooks, Jr., Superintendent, Florence Public School District One
2. List of current City-County Memorial Stadium Commission



Florence Public School District One

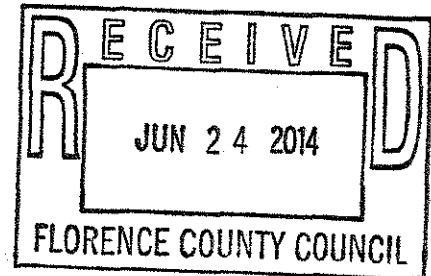
319 South Dargan Street • Florence, South Carolina 29506-2589

Telephone: (843) 669-4141 • FAX: (843) 673-1108

www.fsd1.org

May 29, 2014

Florence County Complex
City-Council Complex
180 North Irby Street MSC-H
Florence, South Carolina 29501



Dear Council Members:

Florence School District One recommends Gerald D. Holley be re-appointed to fill Seat #4 on the Florence City-County Stadium Commission.

Sincerely,

A handwritten signature in cursive script that reads 'Allie E. Brooks, Jr.'.

Dr. Allie E. Brooks, Jr.
Superintendent

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	11-2017
6	George Rigby 712 Briarleigh Road Florence, SC 29501	American Legion 206-5677	11-2014

7	Thomas Steven Reaves 408 Trailwood Dr. Florence, SC 29505	County Council 662-0566	11-2017
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

July 17, 2014

AGENDA ITEM: Boards & Commissions
 Workforce Investment Board

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendations Of The Appointments Of Lauren Stanton To Fill The Vacant Seat On The Workforce Investment Board Representing Economic Development, And Les Echols Representing The Greater Florence Chamber Of Commerce (Replacing Richard Harrington Who Expressed His Desire To Not Be Re-Appointed To Serve Another Term), With Appropriate Expiration Terms.

ATTACHMENTS:

1. Letter from Greater Florence Chamber of Commerce
2. List of current Workforce Investment Board



Greater Florence
CHAMBER OF
COMMERCE

238 S. Coit St, 3rd Floor
Florence, SC 29501

PO Box 948
Florence, SC 29503

843-665-0515
Fax: 843-662-2010
www.flochamber.com

July 1, 2014

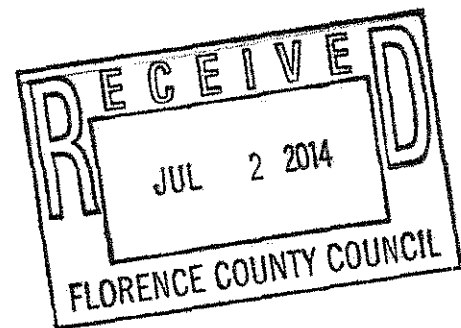
Dear Sirs:

I enthusiastically nominate Les Echols, Florence Chamber of Commerce Community Enterprise Director, to participate on the Work Force Investment Board. Les brings a strong desire to grow and expands his experience, while offering support and service to others.

Sincerely,

Michael J. Miller

President
Greater Florence Chamber of Commerce



WORKFORCE INVESTMENT BOARD

FLORENCE COUNTY: 11 MEMBERS

RESPONSIBILITY: Administer The Jobs Training Partnership Act (JTPA).

The majority of the members must represent the private sector. Labor, Vocational Rehabilitation and Employment Service must be represented also. Three-year terms.

<u>Appointee</u>	<u>Expiration Date</u>
Joyce Hill, Staff Administrator of Training Honda 1111 Honda Way Timmons ville, SC 29161	6/30/2015
Max Welch Continuing Education Division Florence-Darlington Technical College Post Office Drawer 100548 Florence, SC 29501-0548	6/30/2016
Ms. Cindy Bryant Human Resource Manager Precision Tools 100 Perfection Way Timmons ville, SC 29161	6/30/2015
Carole Anderson South Carolina Vocational Rehabilitation Dept. 1947 W. Darlington Street Florence, SC 29501	6/30/2015
Vicky Tyner SC Works Florence 1558 West Evans Street Florence, SC 29501 669-4271 ext. 133	6/30/2015
Mr. Robby Hill, President/CEO HillSouth 1327 W. Evans St. P O Box 3949 Florence, SC 29502	6/30/2015

Richard Harrington
American Specialty
Post Office Box 6647
Florence, SC 29502
664-1114 (W)
662-5498 (H)

6/30/2014

Ron Reynolds
5316 Reynolds Road
Effingham, SC 29541
843 615-3155

6/30/2016

(retired Communications Workers of America (CWA) Member Local 3708; labor rep.)

Judge Taft Guiles
City of Florence
1904 Grant Road
Pamplico, SC 29583
665-0031

6/30/2014

Vacant
Florence County Economic Development Partnership
P O Box 100549
Florence, SC 29502
676-8796

6/30/2014

Bill Sebnick
Mid-South Metal Specialties Inc.
Post Office Box 508
Lake City, SC 29560

6/30/2014

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2014 Through April 30, 2014 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY14
07/01/13 TO 04/30/14**

	YEAR-TO-DATE			
	BUDGETED	ACTUAL	REMAINING	PCT
	REVENUE	REVENUE	BALANCE	
REVENUES				
Taxes	36,920,690	35,486,919	1,433,771	3.88%
Licenses & Permits	1,525,350	902,341	623,009	40.84%
Fines & Fees	3,229,000	1,928,934	1,300,066	40.26%
Intergovernmental	5,792,783	3,429,026	2,363,757	40.81%
Sales and Other Functional	5,638,050	4,562,580	1,075,470	19.08%
Miscellaneous	558,250	192,753	365,497	65.47%
Operating Transfers	(1,369,343)	(230,000)	(1,139,343)	83.20%
Use of Fund Balance	-	-	-	
TOTAL	52,294,780	46,272,554	6,022,226	11.52%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY14
07/01/13 TO 04/30/14**

		BUDGETED	YEAR-TO-DATE	REMAINING	
		EXPENDITURE	ACTUAL	BALANCE	PCT
EXPENDITURES			EXPENDITURE		
10-411-401	County Council	359,672	272,117	87,555	24.34%
10-411-402	Administrator	632,029	401,755	230,274	36.43%
10-411-403	Clerk of Court	1,848,147	1,461,573	386,574	20.92%
10-411-404	Solicitor	1,072,306	819,862	252,444	23.54%
10-411-405	Judge of Probate	513,719	405,294	108,425	21.11%
10-411-406	Public Defender	754,589	573,289	181,300	24.03%
10-411-407	Magistrates	2,308,941	1,825,643	483,298	20.93%
10-411-409	Legal Services	79,650	228,375	(148,725)	-186.72%
10-411-410	Voter Registration & Elections	577,687	390,105	187,582	32.47%
10-411-411	Finance	767,141	626,479	140,662	18.34%
10-411-412	Human Resources	350,005	279,667	70,338	20.10%
10-411-413	Procurement & Vehicle Maintenance	613,264	701,417	(88,153)	-14.37%
10-411-414	Administrative Services	403,330	315,852	87,478	21.69%
10-411-415	Treasurer	1,237,228	934,917	302,311	24.43%
10-411-416	Auditor	477,730	364,455	113,275	23.71%
10-411-417	Tax Assessor	1,322,574	1,025,449	297,125	22.47%
10-411-418	Planning and Building	2,101,167	1,390,044	711,123	33.84%
10-411-419	Complex	1,647,001	1,236,451	410,550	24.93%
10-411-420	Facilities Management	746,654	615,632	131,022	17.55%
10-411-427	Information Technology	1,568,155	1,805,961	(237,806)	-15.16%
10-411-446	Veteran's Affairs	150,489	120,266	30,223	20.08%
10-411-480	Senior Citizen Centers	326,591	175,380	151,211	46.30%
10-411-485	General Direct Assistance	217,996	182,042	35,954	16.49%
10-411-488	Contingency	212,396	21,669	190,727	89.80%
10-411-489	Employee Non-Departmental	399,502	630,714	(231,212)	-57.88%
10-421-421	Sheriff's Office	15,589,977	12,125,189	3,464,788	22.22%
10-421-422	Emergency Management	2,509,458	1,905,527	603,931	24.07%
10-421-428	County Fire	112,756	92,808	19,948	17.69%
10-421-481	Rural Fire Departments	15,140	2,266	12,874	85.03%
10-451-423	EMS	5,849,554	4,165,060	1,684,494	28.80%
10-451-424	Rescue Squads	632,498	523,085	109,413	17.30%
10-451-425	Coroner	282,034	234,573	47,461	16.83%
10-451-441	Health Department	80,934	47,021	33,913	41.90%
10-451-442	Environmental Services	740,310	618,732	121,578	16.42%
10-451-485	Health Direct Assistance	14,502	3,626	10,877	75.00%
10-461-485	Welfare - MIAP & DSS	460,075	401,413	58,662	12.75%
10-471-451	Recreation	1,809,442	1,386,454	422,988	23.38%
10-471-455	County Library	3,605,622	2,859,898	745,724	20.68%
10-481-485	Literacy Council	4,515	3,386	1,129	25.00%
TOTAL		52,394,780	41,173,445	11,221,335	21.42%

Percent of Fiscal Year Remaining = 16.67%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/13 TO 04/30/14**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,954,622	3,931,728	22,895	0.58%	3,954,622	3,872,583	82,039	2.07%
112 Economic Development Partnership Fund	439,749	283,105	156,644	35.62%	439,749	53,853	385,896	87.75%
123 Local Accommodations Tax Fund	2,474,087	2,477,623	-	0.00%	2,474,087	2,245,510	228,577	9.24%
124 Local Hospitality Tax Fund	1,190,511	971,793	218,718	18.37%	1,190,511	1,036,560	153,951	12.93%
131 District Utility Allocation Fund	1,007,516	266,345	741,171	73.56%	1,007,516	1,007,516	-	0.00%
132 District Infrastructure Allocation Fund	994,427	383,317	611,110	61.45%	994,427	909,427	85,000	8.55%
151 Law Library Fund	88,586	44,551	44,035	49.71%	88,586	29,501	59,085	66.70%
153 Road System Maintenance Fee Fund	3,791,395	2,665,993	1,125,402	29.68%	3,791,395	2,380,288	1,411,107	37.22%
154 Victim/Witness Assistance Fund	206,327	149,952	56,375	27.32%	206,327	162,985	43,342	21.01%
421 Landfill Fund	4,132,092	2,968,447	1,163,645	28.16%	4,132,092	3,098,605	1,033,487	25.01%
431 E911 System Fund	1,208,939	301,507	907,432	75.06%	1,208,939	476,632	732,307	60.57%
TOTALS:	19,488,251	14,444,361	5,047,426	25.90%	19,488,251	15,273,459	4,214,792	21.63%

Percent of Fiscal Year Remaining: 16.67%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned
(See separate attachment for additional details.)

\$ 149,096,022

**Florence County Council
District Allocation Balances
Beginning Balances as of 4/30/2014**

Council District #	Type of Allocation	Beginning Budget FY13	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	109,499.00	58,383.00	51,116.00
	Paving	106,179.00	-	106,179.00
	Utility	291,623.00	179,873.00	111,750.00
	In-Kind	19,800.00	-	19,800.00
2	Infrastructure	58,030.00	41,693.00	16,337.00
	Paving	189,068.00	8,750.00	180,318.00
	Utility	38,001.00	6,500.00	31,501.00
	In-Kind	19,800.00	399.00	19,401.00
3	Infrastructure	90,955.00	77,219.00	13,736.00
	Paving	250,159.00	115,424.00	134,735.00
	Utility	96,956.00	24,130.00	72,826.00
	In-Kind	19,800.00	-	19,800.00
4	Infrastructure	260,502.00	88,475.00	172,027.00
	Paving	212,434.00	-	212,434.00
	Utility	67,773.00	26,843.00	40,930.00
	In-Kind	19,800.00	5,163.00	14,637.00
5	Infrastructure	54,273.00	54,273.00	-
	Paving	198,019.00	300.00	197,719.00
	Utility	126,452.00	43,283.00	83,169.00
	In-Kind	19,800.00	1,860.00	17,940.00
6	Infrastructure	284,050.00	93,973.00	190,077.00
	Paving	256,950.00	165,558.00	91,392.00
	Utility	335,839.00	26,000.00	309,839.00
	In-Kind	19,800.00	2,179.00	17,621.00
7	Infrastructure	122,310.00	112,696.00	9,614.00
	Paving	237,631.00	122,589.00	115,042.00
	Utility	237,263.00	81,370.00	155,893.00
	In-Kind	19,800.00	1,216.00	18,584.00
8	Infrastructure	108,517.00	72,171.00	36,346.00
	Paving	68,574.00	68,573.00	1.00
	Utility	70,538.00	10,697.00	59,841.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	84,880.00	18,743.00	66,137.00
	Paving	103,997.00	78,835.00	25,162.00
	Utility	147,651.00	30,000.00	117,651.00
	In-Kind	19,800.00	9,487.00	10,313.00

Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)

Paving funds to be used for paving or rocking roads. See guidelines in County code.

Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.

In-Kind funds to be used for projects completed by the Public Works Department.

FLORENCE COUNTY FORWARD CAPITAL PROJECT SALES TAX

As of April 30, 2014

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,361,740.42	\$ 6,894,867.47	\$ 3,416,182.55	\$ 15,672,790.44	\$ 123,078,829.56	11.30%
US 76 Widening	\$ 31,641,621.00	\$ 2,311,520.19	\$ 2,626,357.94	\$ 300,308.35	\$ 5,238,186.48	\$ 26,403,434.52	16.55%
TV Road Widening	\$ 34,519,290.00	\$ 2,247,384.78	\$ 2,635,803.96	\$ 64,176.84	\$ 4,947,365.58	\$ 29,571,924.42	14.33%
SC 51 Widening	\$ 151,533,817.00	\$ 3,049,015.67	\$ 2,120,681.85	\$ 15,424.24	\$ 5,185,121.76	\$ 146,348,695.24	3.42%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 321,615.99	\$ 127.58	\$ -	\$ 321,743.57	\$ 73,142,402.43	0.44%
	\$ 447,587,262.00	\$ 14,001,574.14	\$ 15,502,836.60	\$ 18,026,071.94	\$ 47,530,482.68	\$ 400,056,779.32	10.62%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 138,874,441.20		
Sales Tax Interest Earnings	\$ -				\$ 10,221,580.48	\$ 9,125,558.80	100.74%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 250,000,000.00	\$ -	100.00%
	\$ 398,000,000.00				\$ 399,096,021.68	\$ 9,125,558.80	100.28%

NOTE 1: Revenue Received/Earned to Date is as of March 31, 2014, since capital project sales tax is received from the state on a quarterly basis.

NOTE 2: Merchant collection of sales tax will conclude on April 30, 2014, unless total collections, excluding interest, exceed \$148,000,000 prior to that date.

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Approve The Revised Recommendation From The Accommodations Tax Advisory Committee For FY2014/2015 State Accommodations Tax Allocations To Be Distributed To The Various Recipients.

POINTS TO CONSIDER:

1. The Florence County Accommodations Tax Advisory Committee met on May 6, 2014 and received applications for the FY2014/2015 State Accommodations Tax funds.
2. The Committee deliberated allocation of the available funding.
3. The Committee's original recommendation was considered by County Council at the June 19, 2014 regular meeting. Council appealed the allocation to the Frontage Road Association and referred it to the Accommodations Tax Reconciliation Committee.
4. Attached is the amended recommendation to County Council regarding the allocation of the funds.

FUNDING FACTORS:

1. \$225,000 = Total one-time costs for FY2014/2015
2. \$225,000 is funded from State Accommodations Tax funds budgeted in Fund 121. (See p. 121 in FY14/15 budget book)

OPTIONS:

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

ATTACHMENT:

1. Letter from the Accommodations Tax Advisory Committee.
2. Spreadsheet listing the revised recommendation of the Accommodations Tax Advisory Committee.

MEMO

DATE: July 3, 2014

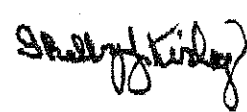
TO: Florence County Council

FROM: Florence County Accommodations Tax Advisory Committee - Executive Committee

RE: Reconciliation / recommendations

The Florence County Accommodations Tax Advisory Committee is of the strong opinion that the County and/or City of Florence should be paying for the upkeep of Frontage Road from funds other than A-Tax collections.

At the request of the county, the A-Tax advisory committee is providing the attached revisions as concessions.

Gregg Parsons
Chair

Shelby Kirby proxy for Kanti Patel
Vice-Chair



Holly Beaumier
Secretary

The Florence County Accommodations Tax Advisory Committee is of the strong opinion that the County and/or City of Florence should be paying for the upkeep of Frontage Road from funds other than A-Tax collections.

At the request of the county, the A-Tax advisory committee is providing the following revisions as concessions:

Organization / Event/Project Name	FY14-15 request	FY14-15 recommendation	revised FY14-15 recommendation
Florence County Recreation	\$ 9,100.00	\$ 2,200.00	\$ 2,200.00
Florence Regional Arts Alliance	\$ 35,000.00	\$ 6,600.00	\$ 5,666.67
The Frontage Road Association	\$ 18,000.00	\$ 4,400.00	\$ 10,000.00
Freedom Florence / Tennis Complex (City of Florence)	\$ 45,000.00	\$ 22,000.00	\$ 21,066.67
Francis Marion University - Arts International Festival	\$ 20,000.00	\$ 1,100.00	\$ 1,100.00
Florence Tennis Association	\$ 7,000.00	\$ 3,300.00	\$ 3,300.00
Florence City-County Civic Center	\$ 85,000.00	\$ 40,700.00	\$ 39,766.67
Masterworks Choir	\$ 2,000.00	\$ 550.00	\$ 550.00
The Florence CVB	\$ 140,000.00	\$ 111,630.00	\$ 110,696.67
Pee Dee Tourism - Darlington Car Hauler Parade	\$ 10,000.00	\$ 7,700.00	\$ 6,766.67
Florence Symphony Orchestra	\$ 2,000.00	\$ 550.00	\$ 550.00
Florence Downtown Development Corp. / Pecan Festival	\$ 10,000.00	\$ 1,650.00	\$ 1,650.00
Lake City Community Theatre	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Jamestown Foundation	\$ 25,000.00	\$ 500.00	\$ 500.00
Florence Area Sports Council	\$ 10,000.00	\$ 3,850.00	\$ 3,850.00
Timmonsville Country Christmas Festival	\$ 3,500.00	\$ -	
Pee Dee Tourism Commission - Welcome Center	\$ 20,000.00	\$ 10,000.00	\$ 9,066.67
SC Senior Sports Classic	\$ 5,000.00	\$ 825.00	\$ 825.00
City of Johnsonville	\$ 1,000.00	\$ 550.00	\$ 550.00
Daffodil Festival	\$ 3,000.00	\$ 1,795.00	\$ 1,795.00
Lake City Chamber of Commerce	\$ 2,250.00	\$ 1,100.00	\$ 1,100.00
Eastern SC Heritage Region	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00
	\$ 474,850.00	\$ 225,000.00	\$ 225,000.00

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Finance-Facility Maintenance
Procurement Department

ISSUE UNDER CONSIDERATION: Request For Council To Award Bid No. 29-13/14 Asbestos Abatement To Portions Of The Basement And First Floor Of The Florence County Complex To The Low Bidder Environmental Holdings Group Of Morrisville, NC In The Amount Of \$135,000.00 To Be Funded From The Complex Capital Project. (3 Compliant Bids Received).

POINTS TO CONSIDER:

- 1) Bid No. 29-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on May 22, 2014 and in the Morning News on May 22, 2014. The pre- bid meeting was held on June 5, 2014 and the bid opening was held on July 1, 2014.
- 2) Three (3) bids were received; Three (3) bids were compliant.
- 3) Bid award recommendation from Kevin Yokim, Finance Director.
- 4) The bid expires October 1, 2014.

FUNDING FACTORS:

\$135,000.00 = Total Funds from the Complex Capital Project under line item 320-411-419-000-8600.

OPTIONS:

- 1) Award Bid No. 29-13/14 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation from Kevin Yokim dated July 8, 2014.

Florence County, SC

Bid Opening Date: 7/1/2014

Time: 3:00 PM

**Tabulation for Bid No. 29-13/14
Asbestos Abatement for Portions of the Basement and First Floor of the County Complex**

Name of Bidder	Bid Bond (Y/N)	Addendum No. 1 (Y/N)	Submitted Bid
Environmental Holdings Group, 190 Kitty Hawk Dr., Morrisville, NC 27560	Yes	Yes	\$135,000.00
Asbestos and Demolition, Inc., 753 Highway 601 South, Lugoff, SC 29078	Yes	Yes	\$174,000.00
NEO Corporation, 289 Silkwood Drive, Canton, NC 28716	Yes	Yes	\$295,000.00

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the lowest priced responsible/responsive bidder as stated on this bid tabulation.

**AUTHORIZATION/INSTRUCTION TO PROCURMENT DEPARTMENT
FOR BID PROCESS**

Project: complete asbestos abatement - basement of 1st Floor
 Budget: Complete Funds
 Funding Source: 320-411-419-000-8600
 Department: complete capital project

1. I request that the Procurement Department bid the attached requisition according to the generic specifications attached.

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.)

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:

Environmental Holdings Corp in the amount of
 \$ 155,000.00. I have attached a letter of recommendation.

Department Head _____

Date 2/8/14

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

July 17, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Library System
Procurement Department

ISSUE UNDER CONSIDERATION: Approve A Sole Source Procurement To Have Control Management, Inc. (CMI) Of Columbia, SC Service And Support The Siemens 103 LON Control System By Adding This Service To The Current CMI HVAC Full Service Automation Renewal Maintenance Contract For The Main And Lake City Libraries For A Five Year Period At An Additional Cost Of \$17,598.00 Per Year.

POINTS TO CONSIDER:

- 1) The 103 control system is presently not covered under any service contract and the controls are in need of updating/conversion.
- 2) The Library Director, Alan Smith has been notified by Siemens that this control system is no longer supported by any other vendor except CMI.
- 3) CMI is the only authorized Service Company for the Siemens 103 LON control system and has agreed to convert the controls to CMI's supported controls as needed but requires the County to agree to a five year service contract period.
- 4) The current CMI contract is \$15,252.00 annually and with this addition it will be \$32,850.00 annually, an increase of \$17,598.00.

FUNDING FACTORS:

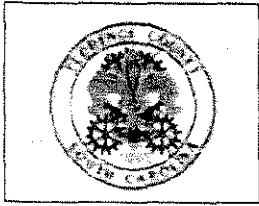
- 1) \$17,598.00 = To be funded from the library's departmental fund budget.

OPTIONS:

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

ATTACHMENTS:

- 1) Sole Source approval request dated July 7, 2014 signed by the Administrator.
- 2) Sole Source justification form.
- 3) Sole Source justification from the Library Director, Alan Smith dated June 6, 2014 and an additional justification e-mail from Alan Smith dated July 3, 2014.
- 4) Letter from Siemens dated June 16, 2014 stating that CMI is the only authorized to service the 103 LON control system product line.



Florence County Government

Procurement Department

To: K. G. (Rusty) Smith, County Administrator
From: Patrick D. Fletcher, Procurement Director
Cc: Suzanne King, Administrative Services Director
Subject: **SOLE SOURCE APPROVAL REQUEST**

Date: July 7, 2014

The Library Director, P. Alan Smith is requesting a sole source purchase to have Control Management, Inc. (CMI) of Columbia, SC service and support their Siemens 103 LON control system by adding this service to their current CMI full service automation renewal maintenance contract for the Main and Lake City libraries for a five year period.

The Main and Lake City Libraries currently uses Siemens 103 LON Controls for their HVAC system. Per the attached June 6, 2014 letter from P. Alan Smith, they have been notified that this control system is no longer supported by any other vendor except CMI. I have attached a sole sources recommendation letter from P. Alan Smith dated June 6, 2014 and sole source justification form signed by him. I have also attached a June 16, 2014 letter from Siemens identifying CMI as their only current authorized dealer in Florence, SC.

It is the intention of CMI to add the 103 LON control to the libraries existing contract for five years which will include replacing any control parts with their supported controls at no upfront cost to the County.

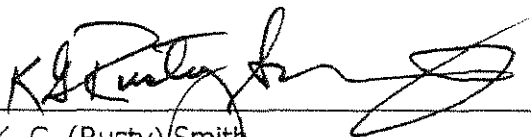
The only alternative to this will be to update the controls entirely which would cost the County over \$100,000 in upgrading cost for new controls.

The current CMI contract is \$15,252.00 annually and with this addition it will be \$32,850.00 annually. It renews on July 1st.

Sec. 11-50 of the County ordinance states that County council may award a contract for a supply, service, or construction item without competition when the county administrator determines in writing that there is only one source for the required supply, service, or construction item.

I request your approval to do a fact sheet requesting County council approval to award this 5-year contract extension.

Approved:


K. G. (Rusty) Smith
County Administrator

SOLE SOURCE JUSTIFICATION

Based upon the following a determination, the proposed procurement action described below is requested pursuant to the authority of the current Florence County Code.

This department, Q55 Library, proposes to procure Full service information network including upgrading to Packet Controls from Control Management

based on the following: (check all that apply)

- ☐ Item 1: Sole Source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist.) Item 4 must also be checked
- ☒ Item 2: Sole Source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers - not the distributor's - written certification that identifies all regional distributors.) Item 4 must also be checked
- ☐ Item 3: The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain below or in separate memorandum.)
- ☒ Item 4: This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Explain below or in separate memorandum describing basis for standardization request)
- ☐ Item 5: The parts/equipment is required for trial basis or testing.
- ☐ Item 6: None of the above apply. A detailed explanation and justification for this sole source request is contained below or in the attached memorandum.

See attached

6-24-14
Date

[Signature]
Department Head

7-7-14
Date

[Signature]
Procurement Dir. or County Administrator



Patrick T.

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.florenceclibrary.org

To: Suzanne King

From: Alan Smith, Library Director

Date: June 6, 2014

Re: Control Management, Inc. Contract

This contract with CMI is for a five-year period rather than one year. Our HQ building currently has 103 LON controls for our HVAC system that are no longer supported by any vendor, and are not under our current service contract with CMI. CMI will add these controls to our service contract and replace them with supported controls at no upfront cost to us. However, the five-year period is needed for CMI to recoup the cost.

The alternative would be to replace the controls outside of our normal service contract. However, this would be an immediate capital cost of well over \$100,000. I believe the five-year contract with CMI is the only way for the library to meet this urgent facilities need in a cost-effective manner.

P. Alan Smith
Director

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

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

Patrick Fletcher

From: pasmith@florencelibrary.org
Sent: Thursday, July 03, 2014 3:58 PM
To: Patrick Fletcher
Subject: Re: CMI contract update

Hi Patrick, I got your voicemail on my cell a little while ago. Up until now the 103 controls were not covered under our service contract. These controls are the ones that monitor the individual thermostats all over the building. Our previous contract with CMI covered the rest of the system -- controls for the larger components and the software that monitored it all.

I was told that the library opted not to include these 103 end point controls to save money on the maintenance contract. Which it did, but now we have to pay the price! The issue is that when these controls stop working (which is starting to happen), they can't be repaired, because no one makes them or services them anymore. If we had gotten the more inclusive service contract years ago, they would've replaced them by now. But in order to replace the LON controls with something that works, we have to switch the whole control system over to BacNet, for which CMI is the only authorized vendor in the area.

So in summary, these controls are under no support currently; CMI does the rest of the system but we chose years ago not to include these in their service contract.

I hope that helps explain it, as my technical understanding is rather limited. Feel free to call or email if I can give any more clarification.

P. Alan Smith
Director
Florence County Library System
509 South Dargan Street
Florence, SC 29506
843-413-7077 (office)
843-713-7324 (cell)
pasmith@florencelibrary.org

From: Patrick Fletcher
Sent: Thursday, July 3, 2014 3:13 PM
To: pasmith@florencelibrary.org

Hello Mr. Smith,

Administration wants to know who was the vendor that was supporting the 103 LON controls? Did we have a contract for this?

Please contact me if you have any questions.

Thank you,

Patrick

From: pasmith@florencelibrary.org [mailto:pasmith@florencelibrary.org]
Sent: Thursday, June 26, 2014 4:26 PM
To: Patrick Fletcher
Subject: Re: CMI contract update

Great. Let me know if y'all have any questions.

P. Alan Smith
Director
Florence County Library System
509 South Dargan Street
Florence, SC 29506
843-413-7077 (office)
843-713-7324 (cell)
pasmith@florencelibrary.org

From: Patrick Fletcher
Sent: Thursday, June 26, 2014 4:05 PM
To: Alan Smith

I have received it. I will get with Rusty to get it approved.

Patrick

From: Alan Smith [mailto:pasmith@florencelibrary.org]
Sent: Wednesday, June 25, 2014 1:02 PM
To: Patrick Fletcher
Subject: RE: CMI contract update

I got it Monday and put it in our outgoing -county mailbox to you yesterday. Should get it today!

From: Patrick Fletcher
Sent: 6/25/2014 12:57 PM
To: pasmith@florencelibrary.org
Subject: RE: CMI contract update

P. Alan Smith,

Any word on the sole source letter from Siemens?

Patrick D. Fletcher, CPPB
Florence County Procurement Director
Florence County Complex
180 N. Irby St. MSC-R, Rm. B-5

Florence, South Carolina 29501
843-665-3019 direct line
843-664-9668 fax

From: Patrick Fletcher
Sent: Wednesday, June 18, 2014 11:48 AM
To: pasmith@florencelibrary.org
Subject: FW: CMI contract update

Per my conversation with Admin, Rusty does have to approve this and the sole source letter will be needed.

Patrick

From: Patrick Fletcher
Sent: Wednesday, June 18, 2014 10:59 AM
To: 'pasmith@florencelibrary.org'
Subject: RE: CMI contract update

Alan,

I am in discussion with Administration to just approve this as an addition to the existing contract. If I get the approval from Administration to go this route, I may be able to waive the sole source but if you can obtain it we will have the proper documentation to proceed.

I spoke to Jamie Buddin of Hanna Engineering last week on the status of the parking lot. Jamie asked Jay for some additional drawings and that was the last update I have. Hanna is supposed to be close to finalizing the bid document.

I will check on this latest status and let you know.

Thanks,

Patrick

From: pasmith@florencelibrary.org [<mailto:pasmith@florencelibrary.org>]
Sent: Wednesday, June 18, 2014 9:14 AM
To: Patrick Fletcher
Subject: CMI contract update

Patrick,

Just FYI, I'm waiting on a letter from Siemens, the manufacturer, stating that CMI is the only distributor/servicer of the controls that we need. Hope to have it in the next day or two and then I can send in the sole source form.

Have you heard anything from Mike Hanna about the Johnsonville library parking lot? I haven't heard from him in a few weeks.

Thanks,
Alan

P. Alan Smith
Director
Florence County Library System
509 South Dargan Street
Florence, SC 29506
843-413-7077 (office)
843-713-7324 (cell)
pasmith@florencelibrary.org

June 16, 2014

Alan Smith
Director
Florence County Library System
509 South Dargan Street
Florence, SC 29506

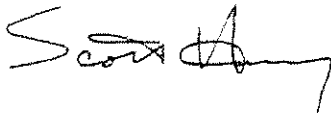
Dear Mr. Smith:

The purpose of this letter is to affirm the exclusive rights of Control Management, Inc., to sell, design, install, and service Siemens Building Technologies' system 600 APOGEE product line.

Control Management, Inc. is our only authorized dealer in Florence, South Carolina. Their employees are factory trained, and fully supported by Siemens Building Technologies. Control Management, Inc. has the expertise to design and install a building automation system, which will help maintain energy efficiency, and maximize the performance of your building(s). We provide Control Management, Inc. with the means to develop solutions which are designed to help you achieve your business goals, and to meet the needs of your customers.

If you would like additional information, please do not hesitate to call.

Best Regards,



Scott Harvey
National Sales Manager, Independent Field Offices
Siemens Building Technologies

cc: Glenn Rutter – Control Management Inc.

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports to Council
Request for Proposal (RFP) Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION: Request The Approval Of Award RFP No. 32-13/14 For Forestry Timber Management Services For Two (2) Florence County Land Sites To Handley Forestry Services of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.

POINTS TO CONSIDER:

- 1) RFP No. 32-13/14 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on June 16, 2014 and in the Morning News on June 15, 2014.
- 2) Forestry companies in Florence, Darlington, Clarendon, Dillon, Horry, and Lexington Counties were sent proposal requests.
- 3) One (1) proposal was received.
- 4) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.

FUNDING FACTORS:

Florence County will not incur an expense for this service. Handley's fee will be a 10% commission of all timber sales.

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports to Council
Request for Qualification (RFQ) Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION: Request Approval Of RFQ No. 28-13/14 For Professional Architectural Services For A New Emergency Operations Center and 911 Call Center Building To Stewart-Cooper-Newell Architects of Columbia, SC In Partnership with Collins and Almers Architecture, Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review.

POINTS TO CONSIDER:

- 1) RFQ No. 28-13/14 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on May 12, 2014 and in the Morning News on May 10, 2014.
- 2) Eleven (11) proposals were received.
- 3) A selection committee panel evaluated the proposals and Stewart-Cooper-Newell Architects of Columbia, SC was selected as the most qualified responder.
- 4) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.
- 5) If the County Administrator is unable to negotiate a contract that is advantageous to the County, he will terminate negotiations with Stewart-Cooper-Newell Architects and continue with the next most qualified responder for negotiations.

FUNDING FACTORS:

Architectural Services Costs will be funded by the Capital Project Sales Tax II proceeds by means of funding source 332-411-446-000-8600-5039.

OPTIONS:

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

ATTACHMENTS:

Final ranking of firms by the RFQ selection panel.

FLORENCE COUNTY, SC
REQUEST FOR QUALIFICATIONS NO. 28-13/14, PROFESSIONAL ARCHITECTURAL
SERVICES FOR EOC-911 CALL CENTER

Evaluation Rankings

Points	Company	Ranking
293	Stewart-Cooper-Newell Architects	1
284	Moseley Architects	2
274	Becker Morgan Group	3
250	Tych & Walker Architects, LLP	4

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Public Works

ISSUE UNDER CONSIDERATION: Approve The Purchase Of A 2015 Petersen Industries Model DL-3 Grapple Loader Mounted On A 2015 International 7400 SBA Truck From Carolina International Inc., Florence, SC From State Contract In The Amount Of \$167,726.58 And Authorize Funding From Fund 153 – Road Maintenance Fund Balance.

POINTS TO CONSIDER:

- 1) The Public Works Department would like to purchase a Grapple Loader Mounted on a International 6400 SBA truck in order to respond to special projects such as debris removal during and after storms.
- 2) The grapple loader and truck can be purchased through state contract from Carolina International Inc., Florence, SC and the body will be mounted by Double A Builders, Pamplico, SC. The total cost is \$167,726.58.
- 3) Production and delivery should take approximately 180 days.
- 4) Approval includes authorization for the County Administrator to fund the purchase from Fund 153 – Road Maintenance Fund Balance.

FUNDING FACTORS:

- 1) \$167,726.58 = Total cost for the purchase of a Grapple Loader and International 6400 SBA truck to be purchased from Fund 153- Road Maintenance Fund Balance.

OPTIONS:

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

ATTACHMENTS:

Quote from Carolina International, Inc.



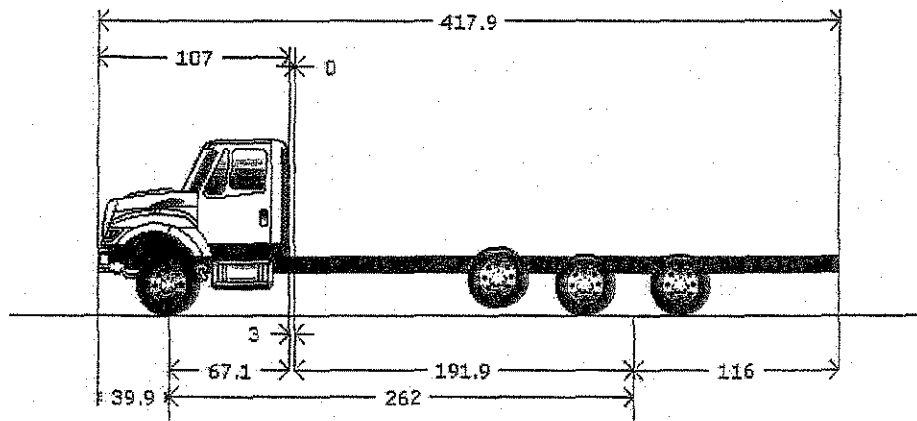
7400 SBA 6x4

Sales Proposal For:
Florence County Procurement

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC

Prepared For:
 Florence County Procurement
 MARION JOYNOR
 City-County Complex
 Florence, SC 29501-
 (843)665 - 3022
 Reference ID: Copy from KW

Presented By:
 CAROLINA INTERNATIONAL TRUCKS, INC
 Johnny Fowler
 1619 BLUFF RD
 COLUMBIA SC 29201 -
 (803)799-4923



Model Profile
 2015 7400 SBA 6X4 (SF625)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 56000. Calc. GVWR: 62000 Calc. Start / Grade Ability: 26.91% / 2.17% @ 55 MPH Calc. Geared Speed: 63.4 MPH
DIMENSION:	Wheelbase: 262.00, CA: 194.90, Usable CA: 191.90, Axle to Frame: 116.00
ENGINE, DIESEL:	{Navistar N9} EPA 10, SCR, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor; With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Rear-Rear Axle and 200 Wheel Ends Gear Ratio: 5.63 Conventional
CAB:	
TIRE, FRONT:	(2) 315/80R22.5 UNISTEEL G291 (GOODYEAR) 491 rev/mile, load range J, 18 ply
TIRE, REAR:	(8) 11R22.5 G177 DURASEAL (GOODYEAR) 493 rev/mile, load range H, 16 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity With Bronze Center Bushings
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
SF62500	Base Chassis, Model 7400 SBA 6X4 with 262.00 Wheelbase, 194.90 CA, 191.90 Usable CA, and 116.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1572	TOW HOOK, REAR (2)
10BU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color
1SAL	CROSSMEMBER, REAR, AF (01)
1WAC	BUMPER EXTENSION, FRONT 4.0"
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARU	AXLE, FRONT NON-DRIVING (Meritor MFS-16-143A) Wide Track, I-Beam Type, 16,000-lb Capacity <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 16,000-lb Capacity; With Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 <u>Notes</u> : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

<u>Code</u>	<u>Description</u>
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank <u>Includes</u> : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER (Bendix AD-IP) With Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ETE	BRAKE CHAMBERS, FRONT AXLE (Haldex) 24 Sq.in
4EXM	BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDH/LC3030LHD) (2) GC3030LHDH Spring Brake Chambers on Forward-Rear Axle and (2) LC3030LHD Spring Brake Chambers on Rear-Rear Axle
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.in. Brake Chambers; Furnished With One Pusher Lift Axle
4JNJ	SLACK ADJUSTER, PUSHER AXLE (Haldex) Automatic; for Single Pusher Axle
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.in. Long Stroke Brake Chamber and Spring Actuated Parking Brake <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4RUJ	AIR SUPPLY, AUXILIARY on Air Reservoir with Glad Hand Connector
4SBD	AIR COMPRESSOR (Bendix Tu-Flo 750) 16.5 CFM Capacity
4VGN	AIR TANK Painted Aluminum, With Straight Thread O-Ring Ports
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PTB	STEERING GEAR (2) (Sheppard M-100/M-80) Dual Power
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights

<u>Code</u>	<u>Description</u>
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GHP	ALTERNATOR (Delco Remy 28SI) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor
8HAA	BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MKL	BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total
8RKB	RADIO (Panasonic CQ120) AM/FM, Includes Multiple Speakers, Includes Auxiliary Input
	<u>Includes</u>
	: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior
	: SPEAKERS IN CAB (4) Coaxial with Premium Interior
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WOL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on If Windshield Wipers are turned on
8WTL	STARTING MOTOR (Delco Remy 39MT) 12 Volt; Gear Reduced, With Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Front End; Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GN"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12NWE	ENGINE, DIESEL (Navistar N9) EPA 10, SCR, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max) <u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES
12THZ	FAN DRIVE (Horton Drivemaster Polar Extreme) Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UCV	RADIATOR Aluminum, Cross Flow, Series System; 1228 Sqin Core and 648 Sqin Charge Air Cooler
12UNH	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; N9 & N10 Engines
12VBG	AIR CLEANER Dual Element, With Integral Pre Cleaner <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines
12WZE	EMISSION COMPLIANCE Federal; Does Not Comply With California Clean Air Idle Regulations
13AVG	TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder; With 80,000-lb GVW & GCW Max.
13WAW	OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil, for Allison or CEEMAT Transmission
13WBL	TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 28 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

<u>Code</u>	<u>Description</u>
13WYJ	SHIFT CONTROL PARAMETERS Allison Economy Programming in Primary and Allison Performance Programming in Secondary
14GRP	AXLE, REAR, TANDEM (Meritor RT-46-160) Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Rear-Rear Axle and 200 Wheel Ends . Gear Ratio: 5.63 <u>Includes</u> : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14RAA	AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; includes Pressure Gauge, Pressure Regulator and Lift/Lower Switch
14UAB	AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle
14UHK	SUSPENSION, REAR, TANDEM (Hendrickson RT-463) Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity With Bronze Center Bushings <u>Includes</u> : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions
14WMA	AXLE, PUSHER, LIFT TYPE (Watson & Chalin SL1190 Tru Track Alumilite) 13,200-lb Capacity; includes One Self-Steer Axle
14XAC	PUSHER LIFT AXLE TIRE SLR 2 to 3.99 Inches Difference Between Static Loaded Radius of Drive Axle Tires and Customer Installed Lift Axle Tires
15LKH	FUEL/WATER SEPARATOR with Filter Restriction/Change Indicator, includes Standard Equipment Water-in-Fuel Sensor
15SGG	FUEL TANK Top Draw; D Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u>

<u>Code</u>	<u>Description</u>
	: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level
	: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout
	: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) With Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
	<u>Includes</u>
	: SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SDT	MIRRORS (2) (Lang Mekra) Styled, Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides Flat Glass Only, Clearance Lights LED, Black Heads, Brackets and Arms
16SEE	GRAB HANDLE Chrome, Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SMN	SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16WCT	AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster
	<u>Includes</u>
	: HEATER HOSES Premium
	: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
	: REFRIGERANT Hydrofluorocarbon HFC-134A
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
	<u>Notes</u>
	: Feature included with CAB INTERIOR TRIM, Premium
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WRX	CAB INTERIOR TRIM Deluxe
	<u>Includes</u>
	: "A" PILLAR COVER Molded Plastic
	: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering
	: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket
	: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
	: FLOOR COVERING Rubber, Black
	: HEADLINER Soft Padded Cloth
	: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
	: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door
	: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

<u>Code</u>	<u>Description</u>
16WSK	CAB REAR SUSPENSION Air Bag Type
16WSL	MIRROR, CONVEX, HOOD MOUNTED (2) (Lang Mekra) for Left and Right Sides 7.44" Sq.
27DMW	WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With Steel Hubs. <u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White <u>Notes</u> : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5
28DRN	WHEELS, REAR (Accuride) DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs <u>Includes</u> : PAINT IDENTITY, REAR WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5
29597	WHEEL SEALS, REAR (Stemco Voyager) Oil Lubricated Wheel Bearings
29598	WHEEL SEALS, FRONT (Stemco Voyager) Oil Lubricated Wheel Bearings ILO Standard Oil Seals
7382138120	(8) TIRE, REAR 11R22.5 G177 DURASEAL (GOODYEAR) 493 rev/mile, load range H, 16 ply
7702540190	(2) TIRE, FRONT 315/80R22.5 UNISTEEL G291 (GOODYEAR) 491 rev/mile, load range J, 18 ply
Services Section:	
40107	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2014 or Later, CTS-2002T
1	Amick Equipment - Peterson Industries DL3 Lightning Loader per Florence County Specs (Included with Bid Package)
2	Double A Body Builders Third Axle Tires & Rims

INTERNATIONAL®

Body Allied/Equipment
2015 7400 SBA 6X4 (SF625)

July 09, 2014

(US DOLLAR)

Description

Price

Amick Equipment - Peterson Industries DL3 Lightning Loader per Florence County Specs
(Included with Bid Package)
Double A Body Builders

\$51,992.45

\$21,845.00

Total Body Allied/Equipment: \$73,837.45

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$167,726.58
Memo Item(s):		
Total Taxes:	\$300.00	
Body/Allied Equipment:	\$73,837.45	
Note: Memo Item(s) shown here are included in the above Net Sales Price.		

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$1,000.00 from Council District #2 funding allocations to pay for hot asphalt to patch parking lot at Johnsonville High School.

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: Roger Poston

Date: 6-25-014

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Infrastructure Project
Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$1,500 From Council District 5 Infrastructure Funding Allocation To Assist The Town Of Coward With The Purchase And Installation Of Additional Surveillance Cameras In The Town And Near The Schools.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: verbally approved – signature pending
Requested by Councilmember: Kent C. Caudle

Date: _____

ATTACHMENTS:
None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$10,000.00 from Council District #2 funding allocations to pay for crushed asphalt for Capitola Road.

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: Roger M. Poston
Requested by Councilmember: Roger Poston

Date: 6-25-014

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Road System Maintenance Fee (RSMF) Project
Requested by Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$47,000.00 From Council Districts' RSMF Funding Allocations (As Indicated Below) To Pay For Milling And 200 Lbs. Surface Type C Hot Laid Asphalt On S-29 Connector Connecting Cashua Road And W. Evans Street.

S-29 connector is in the SCDOT Road Maintenance System. Per SCDOT, the connector must be milled and 200 lbs. surface type C hot laid asphalt.

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 Fee ___ Utility

Requested by Councilmember: Alphonso Bradley, District 3

Amount: \$ _____ \$ _____ \$ _____

Signed: _____
Jason M. Springs Roger M. Poston Alphonso Bradley

Amount: \$ _____ \$ _____ \$ _____

Signed: _____
Mitchell Kirby Kent C. Caudle Russell W. Culberson

Amount: \$ _____ \$ _____ \$ _____

Signed: _____
Waymon Mumford James T. Schofield Willard Dorriety, Jr.

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Utility Project
Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$12,000 From Council District 1 Utility Funding Allocation For The Installation Of Wastewater To The Blanding Street Park Located In Lake City.

(This item was approved at the February 16, 2012 regular meeting of County Council, however the project was not completed and request from the City of Lake City for the funding received until July, 2014, at which time the funding had been de-obligated. This action will re-obligate the funding.)

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXXX Utility

SIGNED: verbally approved – signature pending

Requested by Councilmember: Jason M. Springs

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
July 17, 2014

AGENDA ITEM: Other Business
Utility Project
Council Districts 3 and 8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$42,000 From Council Districts 3 and 8 (\$21,000 From Each District) Utility Funding Allocations To Assist The City Of Florence With An Additional 2,500 LF Of 6" Water Line To Serve Future Customers Along Sumter Street.

(This item was approved at the January 17, 2013 regular meeting of County Council, however the project was not completed and request from the City of Florence for the funding received until July, 2014, at which time the funding had been de-obligated. This action will re-obligate the funding.)

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Amount: \$21,000 _____

\$21,000 _____

Signed: verbally approved-signature pending

verbally approved-signature pending

Alphonso Bradley
District 3

James T. Schofield
District 8

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Utility Project
Council District 9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$4,620.00 From Council District 9 Utility Funding Allocation To Pay For MBC Stone To Rock The Cul-De-Sac At The End Of Heather Drive.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____Infrastructure
_____Road System Maintenance
XXXXUtility

SIGNED: verbally approved – signature pending
Requested by Councilmember: Willard Dorriety, Jr.

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
July 17, 2014

AGENDA ITEM: Other Business
Utility Project
Council Districts 3 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$50,000 From Council Districts 3 and 7 Utility Funding Allocations (\$25,000 From Each District) For The Removal Of Approximately 1400 Linear Feet Of Existing Damaged Sidewalk And Replacement/Relocation Of Sidewalk To Avoid Future Root Interference From Existing Trees Along Vista Street From The New School To Irby Street.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXX Utility

Requested by Councilmember:

Amount: \$25,000 _____

\$25,000 _____

Signed: verbally approved-signature pending
Alphonso Bradley
District 3

verbally approved-signature pending
Waymon Mumford
District 7

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
July 17, 2014

AGENDA ITEM: Other Business
Utility Project
Council Districts 3 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$12,753.50 From Council Districts 3 and 7 Utility Funding Allocations (\$6,376.75 From Each District) For The Purchase And Installation Of Partition Panels At The Weed And Seed Safe Haven.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXX Utility

Requested by Councilmember:

Amount: \$6,376.75 _____

\$6,376.75 _____

Signed: verbally approved-signature pending
Alphonso Bradley
District 3

verbally approved-signature pending
Waymon Mumford
District 7

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

PROPOSED ADDITIONS TO THE JULY 17, 2014 MEETING AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

**REPORTS TO
COUNCIL:**

Administration – Pee Dee Electric Cooperative Proposal	07/15/14	Approve The Request/Proposal From Pee Dee Electric Cooperative For The Replacement Of Existing Lighting And Installation Of Additional Lighting At The Highway 327 And I-95 Interchange For A Total Increased Monthly Cost To The County Of \$2,420 To Be Paid From Local Accommodations Tax Funds.
Administration/Finance – Purchase of Property	07/15/14	Approve The Purchase Of Property Located At 221 West Sumter Street, Florence, Tax Map Number 00122-01-035, In The Amount Of \$36,000 Plus Closing Costs, For The Construction Of An EMS Substation And Authorize The County Administrator To Execute The Appropriate Documents Pending County Attorney Review.
Procurement	07/11/14	Appointment Of A Council Member To Serve On The Review Panel For RFP #33-13/14 Healthcare Benefits Consultant.

OTHER BUSINESS:

Council District 5 – RSMF	07/16/14	Approve The Expenditure Of Up To \$400 From Council District 6 RSMF Funding Allocation To Pay For Hot Asphalt To Be Used For Repairs On Clayton Court.
Council District 1 – Utility	07/14/14	Approve The Expenditure Of Up To \$12,600 From Council District 1 Utility Funding Allocation To Pay For Rock And Crushed Asphalt To Be Put On The Road Going To Buddy Wallace Field In Lake City, SC.
Council Districts – Infrastructure/Utility	07/15/14	Approve The Expenditure In An Amount Not To Exceed \$60,000 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated To Assist The Pee Dee Regional Transportation Authority With The Replacement Of The Roof On The Main Administration Building.

SPECIAL
PRESENTATION:

Presentation of Resolution

07/16/14

Approve A Resolution Of Recognition For Mrs.
Harriet McCall Swink For Reaching A
Significant Milestone In Her Life.

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

July 17, 2014

AGENDA ITEM: Reports to Council
Pee Dee Electric Cooperative Request

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve The Request/Proposal From Pee Dee Electric Cooperative For The Replacement Of Existing Lighting And Installation Of Additional Lighting At The Highway 327 And I-95 Interchange For A Total Increased Monthly Cost To The County Of \$2,420 To Be Paid From Local Accommodations Tax Funds.

POINTS TO CONSIDER:

1. Traveling South on I-95, exit 170 is the first Florence County exit; an estimated 45,800 vehicles pass this exit every day.
2. The interchange at Highway 327 and I-95 recently underwent a \$20 million redesign and reconstruction project creating a full clover leaf interchange.
3. The new intersection has resulted in different and somewhat confusing traffic patterns in accessing businesses at this intersection.
4. In 2007, Florence County Council approved the lighting of the exit ramps at all the Florence County interchanges along I-95.
5. Pee Dee Touchstone Energy Commerce City is currently home to 7 large employers and the total investment in the industrial park exceeds \$332 million, with a workforce in excess of 1,800 individuals, and the park continues to grow.
6. Pee Dee Electric Cooperative proposes to replace the existing 18 light bulbs on the exit ramp of the intersection and install 50 additional lights with the latest technology LED lights.
7. Pee Dee Electric Cooperative will be responsible for installation costs, estimated to be approximately \$250,000, as well as all future maintenance costs.
8. The County will continue to be responsible for the fixed monthly per light cost for the existing lighting and, in addition, will be responsible for the fixed monthly cost per light for the additional lighting to be paid from the Local Accommodations Tax Fund.

FUNDING FACTORS:

1. Annual cost of approximately \$29,000 can be funded from the Local Accommodations Tax Fund. Any necessary increased appropriation will be included in the FY2014/15 end of year budget amendment.

OPTIONS:

1. ***(Recommended)*** Approve The Request/Proposal From Pee Dee Electric Cooperative For The Replacement Of Existing Lighting And Installation Of Additional Lighting At The Highway 327 And I-95 Interchange For A Total Increased Monthly Cost To The County Of \$2,420 To Be Paid From Local Accommodations Tax Funds.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of the letter and proposal from Pee Dee Electric Cooperative.
2. Copies of correspondence from various businesses and industries along the Highway 327/I-95 corridor, expressing support.



July 10, 2014

Karl Gene Smith, Jr.
Administrator
County of Florence
180 North Irby Street, MSC-G
Florence, SC 29501


Dear Rusty,

When traveling South on I-95, Exit 170 is the first Florence County exit. And as you know, that is the location of Pee Dee Touchstone Energy Commerce City, the premier industrial park along I-95 in South Carolina. An estimated 45,800 vehicles pass this exit every day. This interchange at HWY 327 and I-95 recently underwent a \$20 million redesign and reconstruction project creating a full clover leaf interchange much more conducive for the trucking that serves the industries in Commerce City.

As you and I have discussed, this new intersection has resulted in different and somewhat confusing traffic patterns, especially as they relate to accessing the commercial businesses at this intersection. You recall that Pee Dee Electric recently worked with the County and the SC Department of Transportation to add signage. This new signage has helped resolve some of the confusion and improved the flow of traffic. However, we continue to receive complaints and requests for additional lighting for the intersection. Additional and improved lighting is the best method of making the intersection as safe as it can possibly be for Commerce City employees, Florence County residents, and travelers alike.

The County of Florence undertook in 2007 to light the exit ramps of all the intersections along I-95 in Florence County. That has been a great help and has, in my view, been very well received by the travelling public and the owners of businesses at those intersections. I believe that adding to the existing lighting at Florence County's premier business and industrial intersection would be another great improvement and would increase significantly the amount of traffic from the interstate utilizing it. And, of course, increased traffic from the interstate translates into greater sales and revenues for the County. I believe that additional and improved lighting would also make for much safer access to Commerce City. In short, additional and improved lighting would make this intersection a more inviting and safe stop for travelers and diners and an even more attractive spot for potential prospects and investors in Commerce City.

Pee Dee Touchstone Energy Commerce City is already home to 7 large employers in Florence County. Since 1998, the total investment in the industrial park is more than \$332 million. More than 1,800 people now work within Commerce City. And the new 100,000 square foot industrial speculative building Pee Dee Electricom is building in partnership with the County of Florence, together with the new speculative building Johnson Development is considering constructing, will add to the employment and investment figures shown on the chart below:

Your Touchstone Energy® Partner 

PO Box 491
1355 East McIver Road
Darlington, SC 29540

PeeDeeElectric.com
843.665.4070 — 866.747.0060

District Office
1811 North 501 ByPass
Marion

Company	Investment	Jobs
Angus Palm/Worthington Industries	\$ 53,000,000	300
Fed Ex	\$ 12,000,000	200
Pepsi - Pee Dee Food Service	\$ 12,000,000	190
IFH/Performance Food Service	\$ 29,000,000	250
Johnson Controls Distribution	\$ 35,000,000	206
Monster	\$ 28,000,000	225
Heinz	\$105,000,000	-
Ruiz	\$ 55,000,000	500
Florence Co. SPEC Building	\$ 3,500,000	-
	\$332,500,000	1,871

Along with the industries listed above, several commercial companies are located at Exit 170. A Pilot Gas Station, Chase Oil/BP Station, McDonalds, Wendy's, Zaxby's, Waffle House and a Holiday Inn Express with 86 rooms are already in business. Subway is building a new restaurant there as well.


On behalf of Pee Dee Touchstone Energy Commerce City and the industries and businesses therein, may I respectfully ask that the County consider the enclosed proposal to install 50 new lights at the Highway 327 and I-95 interchange? These lights will be the latest technology LED lights. Pee Dee Electric Cooperative will also replace the existing 18 light bulbs on the exit ramp of the intersection so that the lighting throughout the intersection will be consistent. Pee Dee Electric Cooperative will be responsible for installation costs which we estimate to be approximately \$250,000 as well as all future maintenance costs. Florence County will be responsible for a fixed monthly per light cost as is the case now with the existing lighting at the intersection. Briefly, the proposal consists of ten 30' Aluminum Poles with Autobahn/Cobra Head LED Lights, at \$30 per month and forty 35' Aluminum Poles with Mongoose LED Lights, at \$53 per month.

The total monthly cost to the County for these new lights would be \$2,420. A map of the proposed layout, lighting specifications, and a lighting contract are enclosed for your review as well.


I appreciate your time and consideration on this proposal. Please do not hesitate to contact me if there are further questions. Pee Dee Electric Cooperative is grateful for the continued strong partnership we enjoy with the County of Florence.

Sincerely,

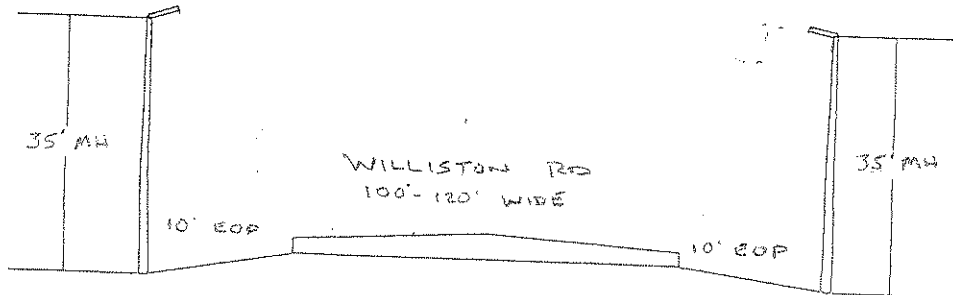
PEE DEE ELECTRIC COOPERATIVE, INC.



E. LeRoy Nettles, Jr.
President and CEO

Enclosures

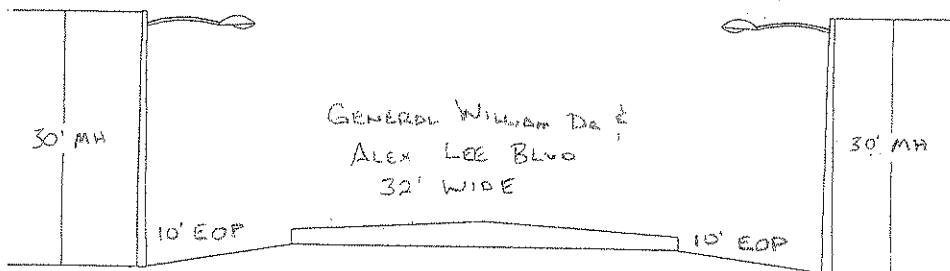
LUMINAIRE SCHEDULE					
Symbol	Catalog Number	Description	Lamp	LLF	Watts
	MGLD 6 5K AX W L X X US	Mongoose LED with 6 COBs, 5000K Color Temperature, 1050mA Drive Current, Type W Lens (Wide), Low Tilt	LED	0.90	245

STATISTICS					
Description	Avg	Max	Min	Max/Min	Avg/Min
Combined Stats #1	1.6 fc	4.4 fc	0.4 fc	11.0:1	4.0:1



LUMINAIRE SCHEDULE						
Symbol	Qty	Catalog Number	Description	Lamp	LLF	Watts
	49	ATB2 80B LED E10 XXXXX R4 5K	ATB2 SERIES 284W LED 1A TYPE 4 5000K CCT	NICHIA 219B R4	0.90	284

STATISTICS					
Description	Avg	Max	Min	Max/Min	Avg/Min
Combined Stats #1	1.5 fc	3.1 fc	0.4 fc	7.8:1	3.6:1



PEE DEE ELECTRIC COOPERATIVE, INC.

CONTRACT AGREEMENT – STREET LIGHTING

Agreement made _____, 20____, between Pee Dee Electric Cooperative, Inc., (hereinafter called the "Seller") and FLORENCE COUNTY (hereinafter called the "Consumer") a(n) _____ (individual, partnership or corporation)

This Agreement when signed by the Consumer and by an authorized representative of the Seller shall become a contract under which Seller agrees to furnish street lighting service indicated below to the Consumer and Consumer agrees to receive and pay for said service in accordance with the terms of Rate Schedule MSL-6A and the service regulations which may be modified from time to time which Rate Schedule and service regulations are hereby made a part of this contract as effectually as if fully set forth therein.

Seller will provide street lighting service as indicated below but in the event that said service shall be totally or partially interrupted or suspended or failed by reason of any lamps burning out or being broken or by reason of any cause beyond the control of Seller and not attributable to its neglect, or in the event that Seller shall deem it necessary to suspend said service for the purpose of inspecting its line, substations, or other apparatus or making repairs or alterations thereon or connections therewith then and in any such event, the Seller shall not be obligated to provide said service during any such period of interruption, suspension of failure, and shall not be liable for any damage or loss resulting therefrom provided that the Seller will replace burned out lamps and otherwise maintain the fixtures (excess vandalism excepted) during the regular daytime working hours as soon as practicable following notification by the Consumer of the necessity.

Charge Code: 193 Device Type: 93

STREET LIGHT SERVICE DESCRIPTION

Consumer agrees to receive and pay for 40 light(s) of MONGOOSE LED Type accompanied by a monthly charge of \$ 53.00 each.

Costs for construction above and beyond the Standard Construction Specifications outlined in Schedule MLS-6A total \$ - 0 - which will be reimbursed to the Cooperative via a one-time/monthly (circle one) fee of \$ - 0 -.

PEE DEE ELECTRIC COOPERATIVE
CONTRACT AGREEMENT – STREET LIGHTING

It is further agreed that the Seller reserves to itself the right to discontinue service and remove its apparatus from the premises of Consumer in case of violation of any of the terms of said service regulations, rate schedules, or this Agreement.

The original term of this contract shall be seven years and thereafter until terminated by either party on one month's notice.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

In witness whereof, the parties hereto have executed this Agreement all as of the day and year first above written.

CONSUMER

BY: _____

WITNESS:

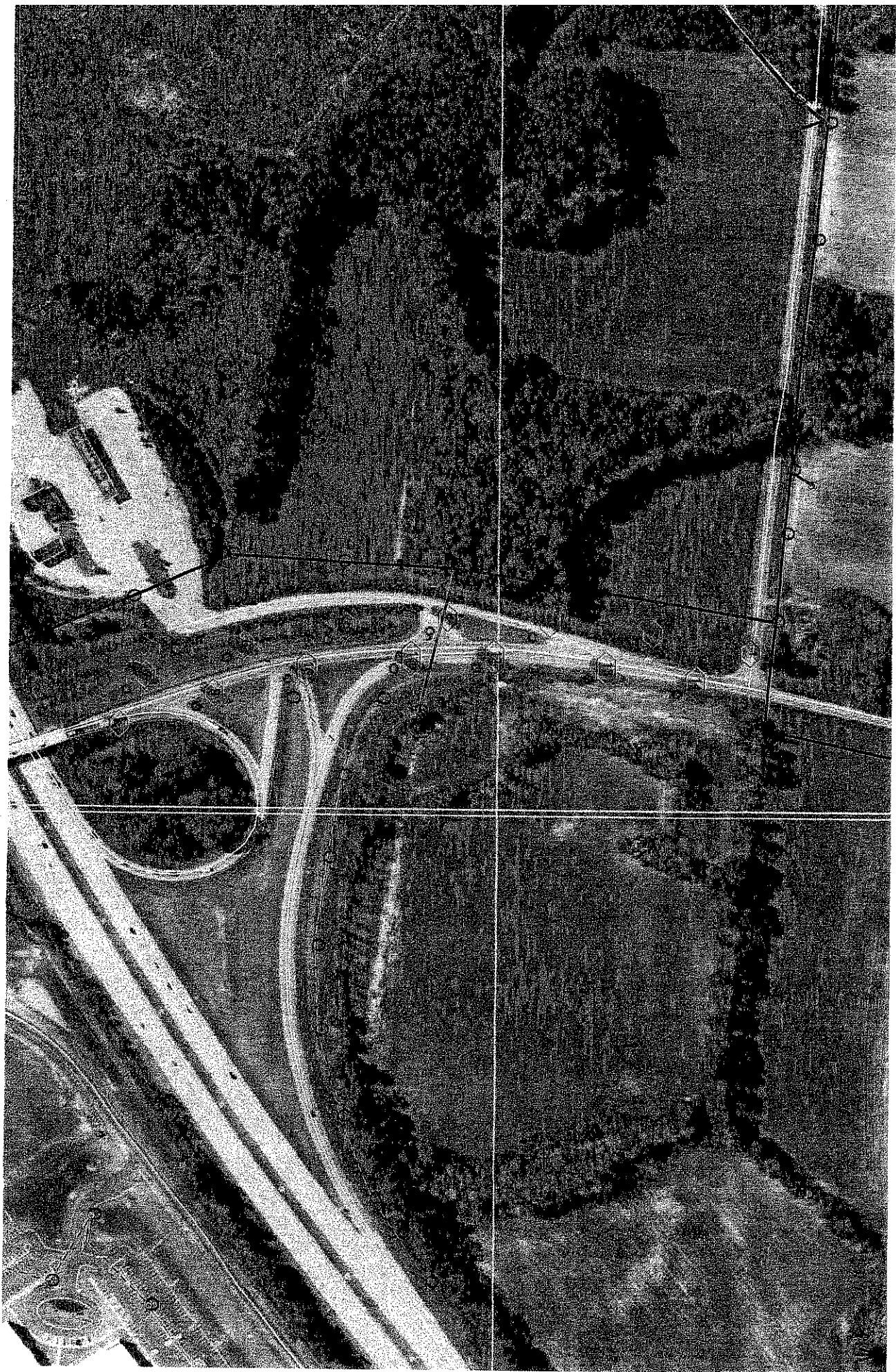
DATE: _____

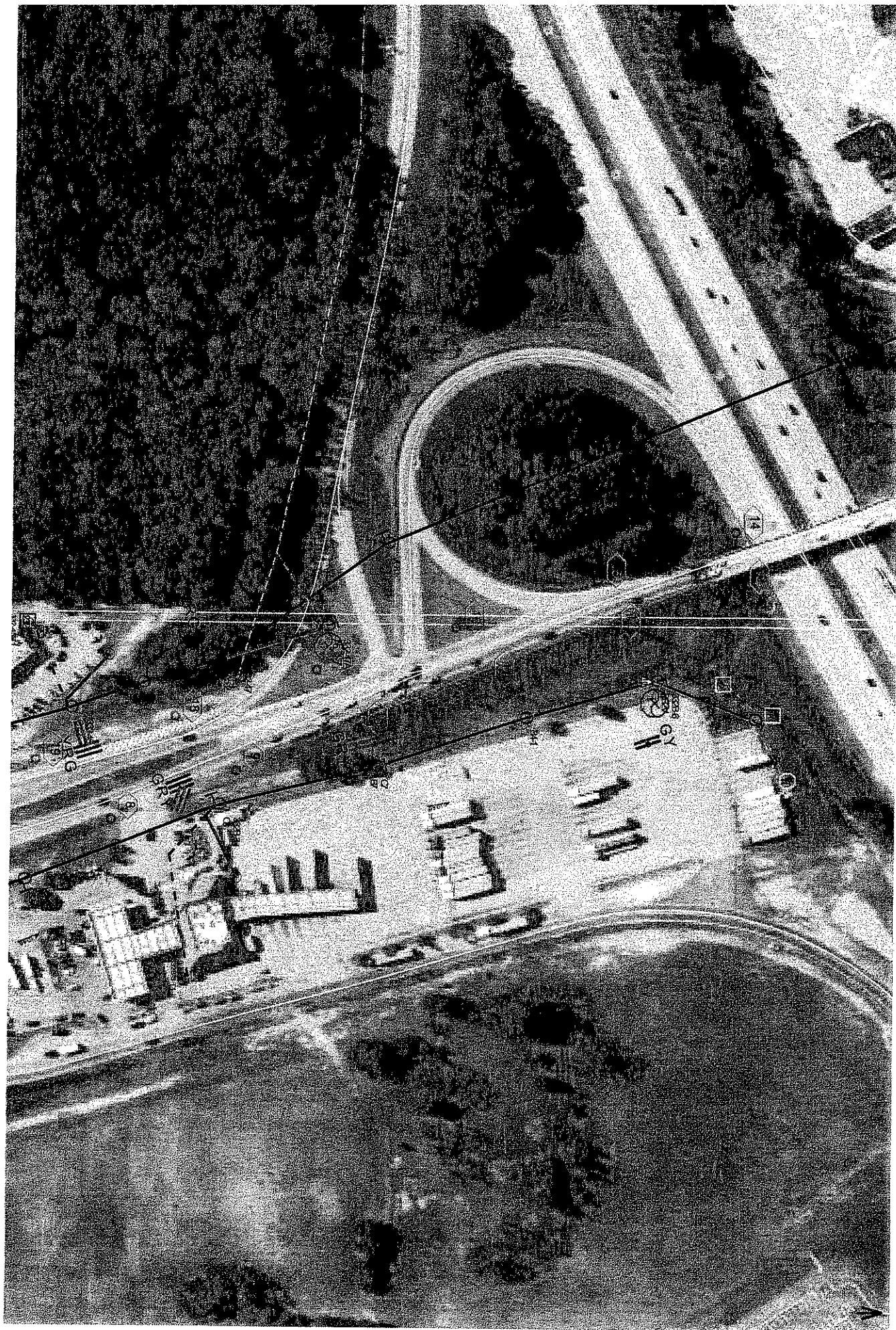
ACCEPTED: PEE DEE ELECTRIC COOPERATIVE, INC.

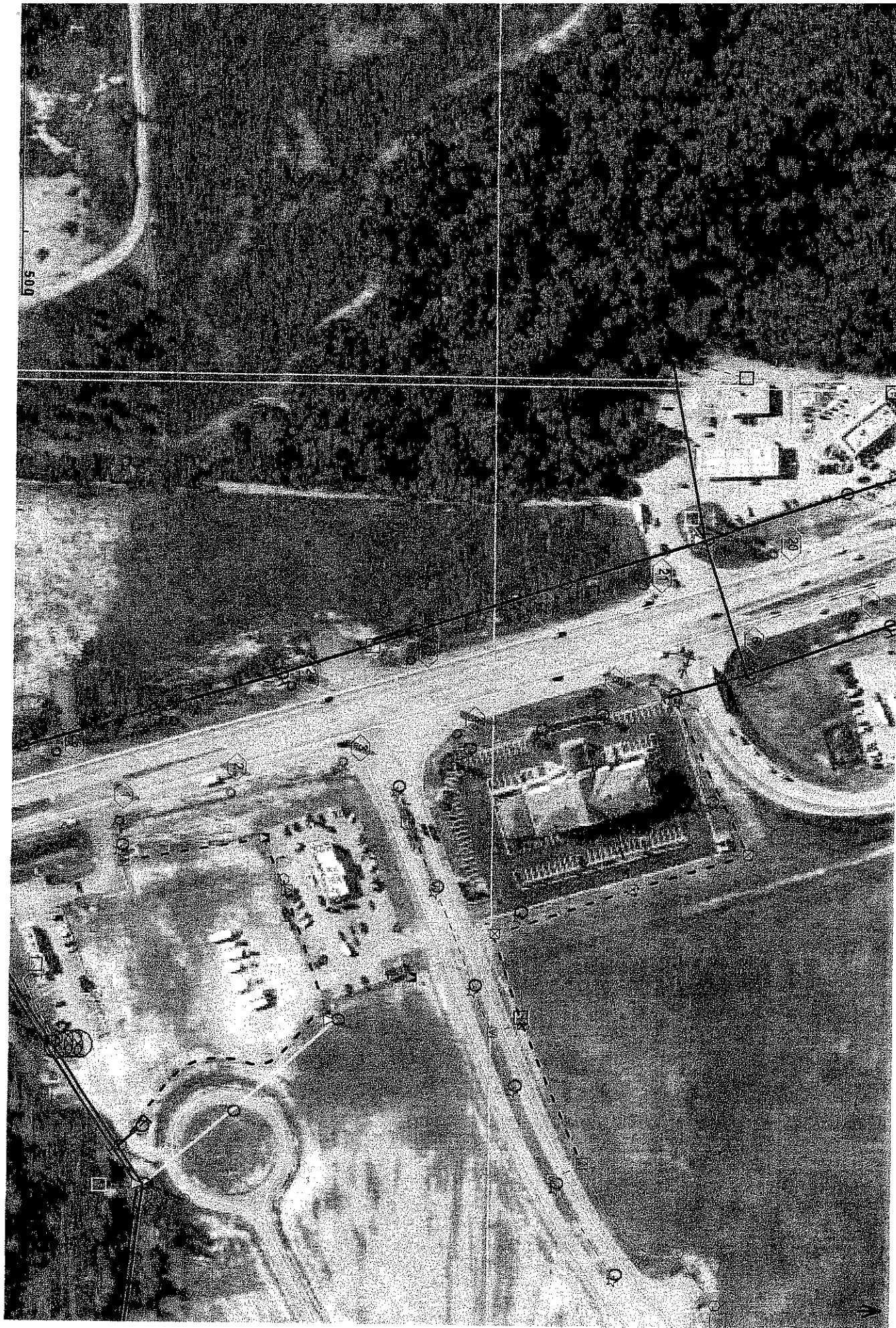
BY: _____

DATE: _____

WITNESS:







PEE DEE ELECTRIC COOPERATIVE, INC.

CONTRACT AGREEMENT – STREET LIGHTING

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Seller will provide street lighting service as indicated below but in the event that said service shall be totally or partially interrupted or suspended or failed by reason of any lamps burning out or being broken or by reason of any cause beyond the control of Seller and not attributable to its neglect, or in the event that Seller shall deem it necessary to suspend said service for the purpose of inspecting its line, substations, or other apparatus or making repairs or alterations thereon or connections therewith then and in any such event, the Seller shall not be obligated to provide said service during any such period of interruption, suspension of failure, and shall not be liable for any damage or loss resulting therefrom provided that the Seller will replace burned out lamps and otherwise maintain the fixtures (excess vandalism excepted) during the regular daytime working hours as soon as practicable following notification by the Consumer of the necessity.

Charge Code: 120

Device Type: 20

STREET LIGHT SERVICE DESCRIPTION

Consumer agrees to receive and pay for 10 light(s) of AUTOBAHN LED Type accompanied by a monthly charge of \$ 30.00 each.

Costs for construction above and beyond the Standard Construction Specifications outlined in Schedule MLS-6A total \$ - 0 - which will be reimbursed to the Cooperative via a one-time/monthly (circle one) fee of \$ - 0 -.

PEE DEE ELECTRIC COOPERATIVE
CONTRACT AGREEMENT – STREET LIGHTING

It is further agreed that the Seller reserves to itself the right to discontinue service and remove its apparatus from the premises of Consumer in case of violation of any of the terms of said service regulations, rate schedules, or this Agreement.

The original term of this contract shall be seven years and thereafter until terminated by either party on one month's notice.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

In witness whereof, the parties hereto have executed this Agreement all as of the day and year first above written.

CONSUMER

BY: _____

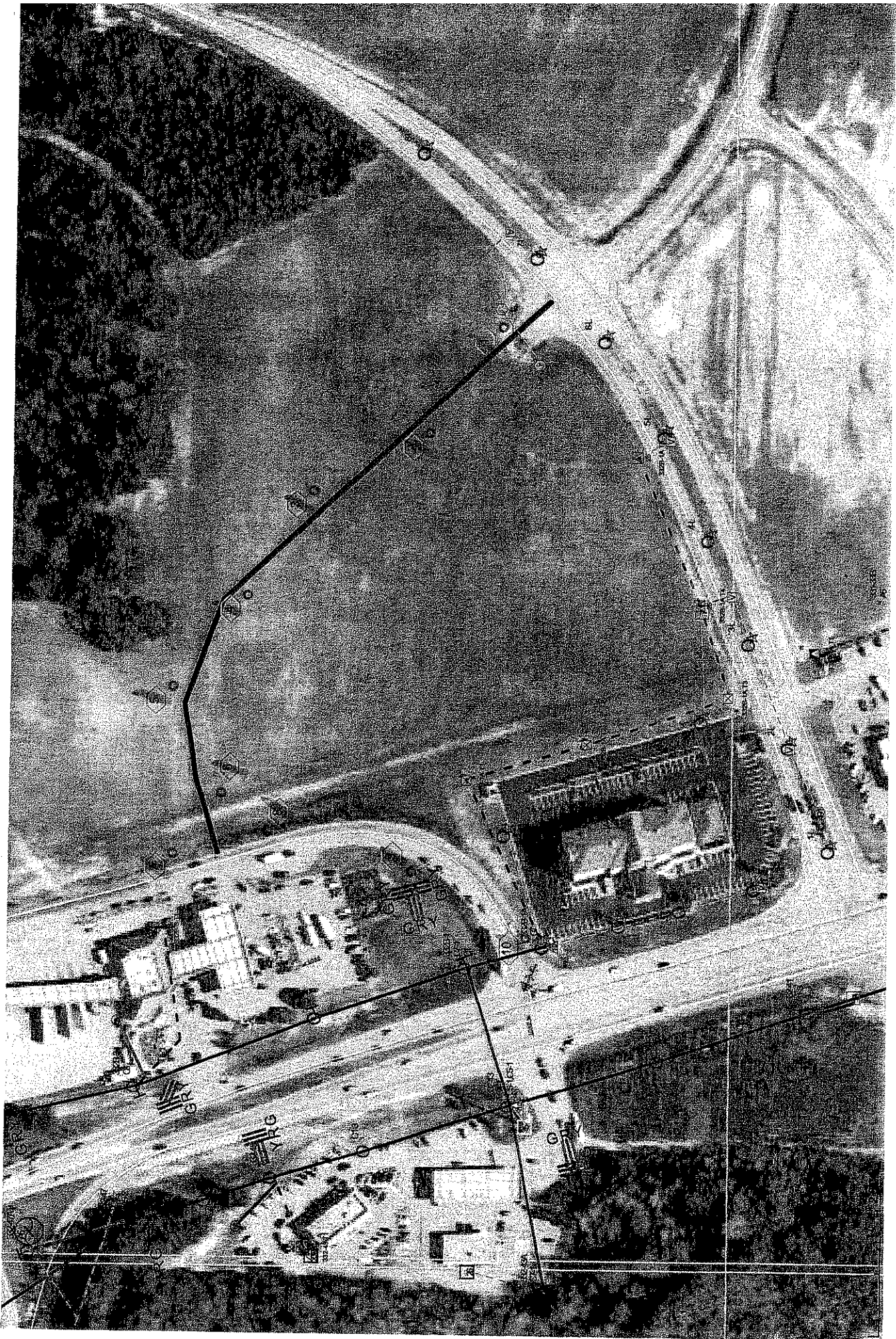
WITNESS: DATE: _____

ACCEPTED: PEE DEE ELECTRIC COOPERATIVE, INC.

BY: _____

DATE: _____

WITNESS:





Johnson Controls, Inc.
3046 Bill Crisp Drive
Florence, SC 29506
Phone: 843-292-4508

July 8, 2014

Florence County Council
Chairman James Schofield
180 North Irby St, MSC-G
Florence, SC 29501

Chairman Schofield

On behalf of Johnson Controls, I am writing to support the proposed installation of additional lighting on the HWY 327 and I-95 Interchange. As a corporate citizen located in the Pee Dee Commerce City Industrial Park, we literally have hundreds of trucks and vehicles that pass through this interchange daily. Adding additional lighting to enhance this interchange will provide additional safety and security for our employee's, visitor's, transportation partners and most importantly JCI customers.

Thank you for your time and attention to this important matter. Making these types of improvement's are critical to Greater Florence's continued growth.

Sincerely

Jeff Vine

Plant Manager
Johnson Controls
Power Solutions – Florence DC
(843) 292-4508

Holiday Inn Express & Suites
I 95 & Hwy 327 Exit 170
2101 Florence Harlee Blvd
Florence, SC 29506
t: 843.629.9779
1.800.HOLIDAY
holidayinnexpress.com



I 95 & HWY 327 EXIT 170

July 8, 2014

Florence County Council
Chairman James Schofield
180 North Irby Street, MSC-G
Florence, SC 29501

Chairman Schofield,

On behalf of The Holiday Inn Express on Florence Harlee Boulevard, I am writing to you to voice my support for the proposed installation of additional lighting on the HWY 327 and I-95 Interchange. As the only hotel located off this interchange, additional lighting would definitely make this a more inviting stop for our travelers. With 86 rooms, we estimating being at 89% occupancy year round, largely due to business travelers coming to Pee Dee Commerce City. Being the mid-way point from Miami to New York on the I-95 corridor, we feel it is important to make our exit attractive and easy to navigate.

Thank you for your time and attention on this matter.

Sincerely,

A handwritten signature in cursive script, reading 'Angela Barrentine'.

Angela Barrentine
General Manager
Holiday Inn Express
843-629-9779

gm.flosc@wn.hiexpress.com

Independently Owned and Operated By United Hospitality Inc



K.G. "Rusty" Smith, Jr.
Administrator
County of Florence
180 North Irby Street, MSC-G
Florence, SC 29501

Friday, July 11, 2014

Dear Rusty,

Florence County Economic Development Partnership would like to pledge its support to Pee Dee Electric Cooperative, Inc. in its effort to establish additional lighting along the Highway 327 corridor and I-95 Exit 170 interchange. The Pee Dee Touchstone Energy Commerce Park is an appealing and well-designed industrial park that attracts prospective organizations to Florence County. Florence County Economic Development Partnership regularly touts the park and its residents during our recruitment process. The upgrade to additional lighting would improve the safety and appearance of this interchange which would further enhance the likelihood of economic development establishing additional industries within the county.

Joe W. King
Executive Director
Florence County Economic Development Partnership

P.O. Box 100549 • 1951 PISGAH ROAD • FLORENCE, SOUTH CAROLINA 29502

TEL 843-676-8796 • TOLL FREE 800-984-0682 • FAX 843-676-8799

www.fcedp.com

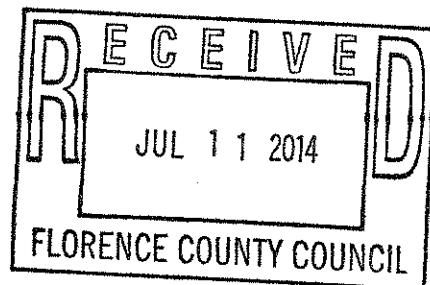


2801 Alex Lee Boulevard
Florence, South Carolina 29506
Direct 843-656-7900
Fax 843-656-7811

July 9, 2014

Florence County Council
Chairman James Schofield
180 North Irby Street, MSC-G
Florence, SC 29501

Chairman Schofield,



On behalf of Performance Foodservice-ROMA-IFH, I am writing to you to voice my support for the proposed installation of additional lighting on the HWY 327 and I-95 Interchange. As a large corporate citizen located in the Pee Dee Commerce City Industrial Park, we see the need for safety and security reasons to install and maintain sufficient lighting for our employees coming and going to work. The added lighting would make this interchange more attractive and would add to the ease of flow for all those traveling along this exit every day.

Thank you for your time and attention on this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Wilder".

Richard Wilder
President
PERFORMANCE FOODSERVICE – ROMA - IFH
riwilder@pfgc.com
843-656-7902

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

Approval of purchase of property located at 221 West Sumter Street, Tax Map # 00122-01-035, in Florence for construction of EMS substation.

POINTS TO CONSIDER:

1. Included in the Capital Project Sales Tax #2 is funding for an EMS station in Florence.
2. This site is strategically located to be able to serve northern Florence as well as the I-95/52 interchange.
3. This parcel is currently owned by the Estate of Wallace Johnson and is being offered for the price of \$36,000, plus closing costs.
4. The parcel contains approximately 3.5 acres, which is more than sufficient to construct the EMS substation.

FUNDING FACTORS:

1. Sales price of \$36,000, plus closing costs will be funded from the Capital Project Sales Tax #2 allocation for the EMS station in Florence, totaling \$740,000.

OPTIONS:

1. *(Recommended)* Approve the purchase of property located at 221 West Sumter Street in the amount of \$36,000 plus closing costs, for the construction of an EMS substation.
2. Provide an alternate directive.

ATTACHMENT:

1. Copy of Agreement to Buy and Sell Real Estate.
2. Florence County GIS map showing location of parcel.



AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL

1. **PARTIES:** This legally binding Agreement entered into on _____
between, Buyer(s), County of Florence, (hereinafter
called "BUYER"), and Seller(s), Estate of Wallace Johnson
(hereinafter called "SELLER"). The property shall be deeded in the name(s) of: County of Florence

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE
LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy
the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision _____
Address 221 West Sumter St.
Tax Map # 00122-01-035 City Florence Zip 29501
County of Florence State of South Carolina.

Seller represents that the property is connected to ☐ public sewer system or to ☐ septic tank or to ☐ public water or to
☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: _____

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of
record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and
regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of
encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered
at the stipulated place of closing, and transaction closed on or before August 30, 2014, not later than
9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish
to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior
to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver
property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be
maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and
tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of
a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ Thirty-six Thous and and ⁰⁰/₁₀₀ (36,000.⁰⁰)
dollars.

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☒ Cash; or ☐ Subject to Financing. Financing
to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 500.⁰⁰
Buyer and Seller authorize Glena Ervin, as Escrow Agent, to hold and disburse earnest
money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☐ Check, or ☐ Other.
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

☐ BUYER ☐ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

FORM 310 PAGE 1 of 6

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum N/A % loan (loan-to-value ratio) within N/A consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within N/A consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16. FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) ~~SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.~~

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: Buyer pays all costs of

Closing

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☐ will ☐ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☐ Seller not to exceed \$ N/A.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5:00 o'clock P M. on August 30, 2014 unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed _____ consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorrations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☒ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorrations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

[] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

FORM 310 PAGE 2 of 6

16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

☒ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☐ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by N/A. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☐ The Buyer ☐ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before N/A. Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

☐ BUYER ☐ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of those repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on N/A (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within N/A days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have N/A days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause, or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20/ **APPRAISED VALUE:** (check one)

☒ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

[] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense. NA

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

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

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

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

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

☐ BUYER ☐ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

FORM 310 PAGE 5 of 6

28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

28. **CONTINGENCIES:** These stipulations shall preempt printed matter herein (attach and reference addendum if necessary). This contract is contingent on approval of the Contract by vote of Florence County Council to be held on July 17, 2014

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

BUYER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY N/A

SELLING AGENT AND COMPANY N/A

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

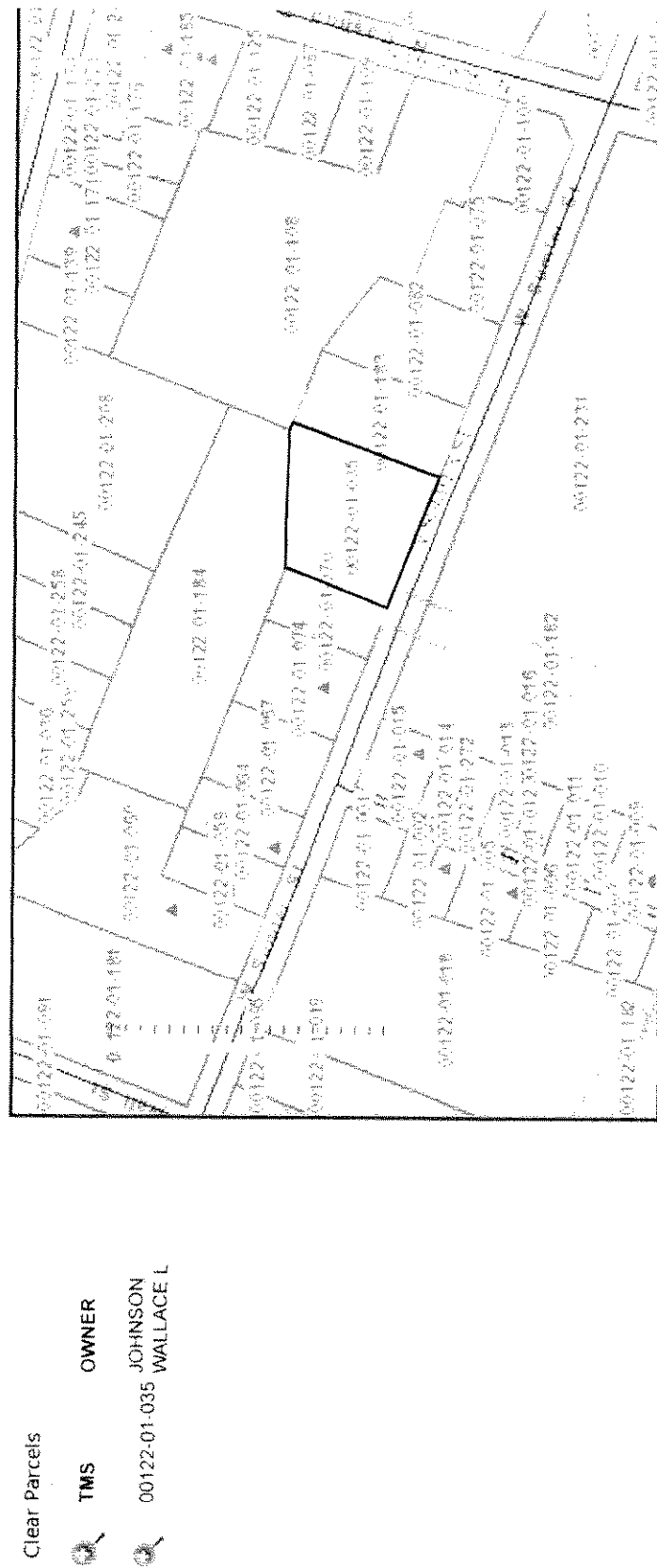
ESCROW AGENT ACKNOWLEDGMENT N/A

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FORM 310 PAGE 6 of 6

Zoom To Area



**FLORENCE COUNTY COUNCIL MEETING
PROPOSED ADDITION TO THE AGENDA**

July 17, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the review panel for RFP #33-13/14 Healthcare Benefits Consultant.

FLORENCE COUNTY COUNCIL MEETING

July 17, 2014

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$400.00 from Council District #5 funding allocations to pay for hot asphalt to be used for repairs on Clayton Court.

Clayton Court is not in Florence County Road Maintenance System.

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: Kent Caudle

Date: _____

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
July 17, 2014

AGENDA ITEM: Other Business
 Utility Project
 Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$12,600 From Council District 1 Utility Funding Allocation To Pay For Rock And Crushed Asphalt To Be Put On The Road Going To Buddy Wallace Field In Lake City, SC.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXX Utility

SIGNED: _____

Requested by Councilmember: Jason M. Springs

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
Proposed Addition to the Agenda
July 17, 2014

AGENDA ITEM: Other Business
 Infrastructure/Utility Project

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure In An Amount Not To Exceed \$60,000 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated Below To Assist The Pee Dee Regional Transportation Authority With The Replacement Of The Roof On The Main Administration Building.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance Fee XXX Utility

Requested by Councilmember: Jason M. Springs, District 1

Amount: \$ _____ (I/U) _____	\$ _____ (I/U) _____	\$ _____ (I/U) _____
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Signed: _____ Jason M. Springs	_____ Roger M. Poston	_____ Alphonso Bradley
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Amount: \$ _____ (I/U) _____	\$ _____ (I/U) _____	\$ _____ (I/U) _____
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Signed: _____ Mitchell Kirby	_____ Kent C. Caudle	_____ Russell W. Culberson
---------------------------------	-------------------------	-------------------------------

Amount: \$ _____ (I/U) _____	\$ _____ (I/U) _____	\$ _____ (I/U) _____
------------------------------	----------------------	----------------------

Signed: _____ Waymon Mumford	_____ James T. Schofield	_____ Willard Dorriety, Jr.
---------------------------------	-----------------------------	--------------------------------

Date: _____

ATTACHMENTS:

Copy of request from Pee Dee Regional Transportation Authority

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



PEE DEE REGIONAL TRANSPORTATION AUTHORITY

313 S. STADIUM ROAD • FLORENCE, SC 29506 • (843) 665-2227 • TTD (843) 662-3308 • FAX (843) 665-7552

July 14, 2014

K. G. Rusty Smith, Jr.
County Administrator
Florence County Council
180 N. Irby Street, MSC-G
Florence, So. Carolina 29501

SENT VIA E-MAIL and U.S. MAIL

RE: Infrastructure Improvement Funds

Dear Mr. Smith:

As you know, the PDRTA is a public transportation agency serving Florence County and connecting hundreds of people each day with jobs, educational opportunities, medical appointments, and shopping destinations. Our agency relies on federal, state and local funding to support operations. I understand that there may be an opportunity for the appropriation of Florence County capital funds subject to the approval of Florence County Council to aid us with our infrastructure needs.

PDRTA's main facility is in Florence County just east of Florence Airport. Our campus has several buildings originally constructed in the 1980s that are in need of a variety of significant structural improvements. Our main administration building is in strong need of a roof replacement. Our annex building containing our board meeting room, driver training room, and driver lounge also has an original roof that leaks badly.

Based upon estimates we obtained two years ago, we anticipate that the main administration roof replacement will cost approximately \$60,000. There has been some internal damage to our offices as well however, we do not anticipate that it is structural.

I respectfully request an appropriation of \$60,000 from Florence County for us to proceed with replacing our roof and preventing any further damage to our structure and working environment. I am attaching two estimates we obtained in 2012 for the work, not yet done due to a lack of funding. It is expected that the cost will be higher today. The projected cost to replace the annex roof is an additional \$20,000.

The Pee Dee Regional Transportation Authority provides safe, dependable, cost effective transportation services that support livable communities, enhance local economies and provide opportunities to expand the horizons of South Carolinians.

If awarded these funds, it will go a long way to helping us to avoid reducing services in Florence County, including South Florence and Lake City.

I will contact you shortly to find out what other information you may require and to learn of the status of this request.

Thank you for your time, assistance, and strong consideration.

Sincerely,

A handwritten signature in cursive script, reading "Chuck MacNeil".

Charles M. MacNeil
Executive Director

Attachments

CC: Rev. Bennie King, Florence County PDRTA Board Member

GARDNER ROOFING, INC.

1329 Swift Creek Road
Hartsville, SC 29550
843-332-9369
Fax 843-332-9339
SC License No. 99057

June 22, 2012

Ms. Sandi Garris
PDRTA
PO Box 2071
Florence, SC 29503

Re: Re-roof

Dear Sandi,

Gardner Roofing, Inc. is pleased to offer the following proposal for re-roofing as outlined below.

- 1) Tear off existing roof down to decking and dispose of debris.
- 2) Install 3" ISO insulation.
- 3) Fully adhere .060 TPO roof system.
- 4) Install new coping, gutter, and downspouts.
- 5) Flash all curbs and penetrations.
- 6) Install one metal awning.
- 7) Provide 15-year warranty.

TOTAL PRICE MATERIALS AND LABOR \$ 56,130.00

Any decking replacement of woodwork will be additional.

This proposal will expire in 30 days.

Please call if you have any questions or concerns. Thank you for the opportunity to bid on this project.

Sincerely,



Michael B. Gardner, Jr.

Sunbelt Roofing

10/22/2012

page 1 of 2

Installation of a new, PVC, roofing system, as follows:

1. Tear off the existing roofing materials to the deck, to include wall flashings and metal coping ^{dispose}
2. Report deteriorated decking and nailers to the Owner's Representative
Unit Price for replacement of deteriorated decking (to match existing) _____/Square Foot
Unit Price for replacement of deteriorated nailer (to match existing) _____/Board Foot
3. Provide and install new 2" ISO insulation, mechanically attached to the deck following the Membrane Manufacturer's specifications for attachment
4. Provide and install a new mechanically attached, white, PVC (ASTM D4434, Type IV) membrane roofing system, following the Manufacturer's details and specifications for installation to provide the required warranty
5. Flash all penetrations with the Manufacturer's pre-fabricated flashings
6. Install new PVC membrane to cover all walls
7. Install new, pre-finished coping to match the existing coping, installed to the Membrane Manufacturer's specifications
8. Install new, pre-finished drip edge at all gutters
9. Install new, pre-finished gutters and downspouts to match existing
10. Remove and properly dispose of all roof related debris
11. Coordinate an inspection of the completed work with PDRTA's Representative, the Membrane Manufacturer's Representative and the Installer's Representative
12. Correct any deficiencies found during this inspection
13. Provide PDRTA with the Manufacturer's Fifteen (15) Year, No Dollar Limit, Fully Transferable Warranty, with no exclusion for standing water, to include copings and drip edge.

To be included with Bid:

- Certificate of Insurance
- Membrane Manufacturer's Sample Warranty
- Bidder's SC License Number

\$ 38,500 Complete
\$ 25,000 - w/o taking old
off old roof.

\$ 38,500
+ 6,850 - ADDITIONAL 2" ISO
\$ 45,350 TOTAL

Sandy Garris

PAGE 2 of 2

From: Yvonne Shelley [yvonne@sunbeltroofing.com]
Sent: Monday, October 22, 2012 4:55 PM
To: Sandy Garris
Subject: Re: Quote for New roof in Florence

Sandy

2" ISO = a LTTR Value of 12.1

4" ISO = a LTTR Value of 25

PIMA (Polyisocyanurate Insulation Manufacturers Association) recommends R-25 for our area.

These values are for the ISO only - should the existing insulation be left in place whatever value there would be added to these. (If you want to determine what you have in place - cores thru the existing roof system can be made, with proper repairs.)

The additional cost to add an additional layer of 2" ISO to the entire roof area to our estimated cost would be \$6,850.

Sandy, if you need any additional information - or if you would like us to make the cores needed to determine what insulation and estimated R-Value exists, just let us know. Thank you for the opportunity to help you with these issues.

On Mon, Oct 22, 2012 at 10:44 AM, Sandy Garris <sgarris@pdrta.org> wrote:

Yvonne,

I know Wayne came by on the 12th. I was wondering when I will see a quote.

Thanks,

Sandy J. Garris

Purchasing Manager

Pee Dee Regional Transportation Authority

Post Office Box 2071

Florence, SC 29503

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
July 17, 2014

AGENDA ITEM: Resolution of Recognition
 Mrs. Harriett McCall Swink

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Recognition For Mrs. Harriet McCall Swink For Reaching A Significant Milestone In Her Life.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution and present to Mrs. Swink.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA))
COUNTY OF FLORENCE)) **RESOLUTION OF RECOGNITION**

WHEREAS, Florence County Council has set a precedence of recognizing individuals who have reached an important milestone in life; and,

WHEREAS, the Florence County Council acknowledges that MRS. HARRIET McCALL SWINK was born on July 14, 1914 and has attained the age of one hundred (100) years old, which is an incredible milestone in her life; one which few individuals ever reach; and,

WHEREAS, Mrs. Swink has led an exemplary life before her five children, twelve grandchildren, eleven great-grandchildren and other family members, as well as the community and deserves to be recognized for her devout service to her family and community; and,

WHEREAS, Mrs. Swink worked on the family farm and business, McCall Farms, which was started by her grandfather in 1838; her family built the first cannery in 1958 and as the business grew, she remained an integral part of the organization working alongside her husband and sons and she continues to visit the office on a regular basis to ensure things are operating smoothly and keep everyone on task; and,

WHEREAS, Mrs. Swink, at the age of 88, was still seeking opportunities to expand her life experiences and launched a career as an antique purveyor with the opening of an antique shop in Effingham; and,

WHEREAS, Mrs. Swink is to be congratulated for attaining this milestone in life and commended for her dedicated service to her family and her community.

NOW, THEREFORE, BE IT RESOLVED, that **MRS. HARRIET McCALL SWINK** richly deserves this recognition for reaching a significant milestone in her life.

Congratulations Mrs. Swink and may God bless you with many more years!

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Waymon Mumford, Vice Chairman

Mitchell Kirby, Secretary-Chaplain

Russell W. Culberson, Member

Alphonso Bradley, Member

Roger M. Poston, Member

Kent C. Caudle, Member

Willard Dorriety, Jr., Member

Jason M. Springs, Member

K. G. Rusty Smith, Jr., Administrator