

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, AUGUST 21, 2014  
9:00 A. M.

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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:**

**MINUTES OF THE JULY 17, 2014 REGULAR MEETING** [1]

Council Is Requested To Approve The Minutes Of The July 17, 2014 Regular Meeting Of County Council.

VI. **PUBLIC HEARINGS:** [23]

Council will hold Public Hearing on 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 [Roche Carolina Inc.], 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 [Roche Carolina Inc.] 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 [Roche Carolina Inc.]; And Matters Relating Thereto.

**B. ORDINANCE NO. 03-2014/15**

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.

**VII. APPEARANCES:**

No Appearances Were Requested Or Scheduled At The Time Of Publication Of The Agenda.

**VIII. COMMITTEE REPORTS:**

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

Administration & Finance  
(Chairman Schofield, Councilmen Culberson, Mumford, and Dorriety)

<i>November 2013</i>	<i>Capital Project Sales Tax</i>
<i>June 19, 2014</i>	<i>Accommodations Tax Allocations</i>
<i>July 17, 2014</i>	<i>Ordinance No. 03-2013/14 – Procurement Code</i>
<i>July 17, 2014</i>	<i>Ordinance No. 04-2013/14 – Road Paving Procedures</i>

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

<i>June 2008</i>	<i>Museum</i>
<i>November 21, 2013</i>	<i>Landings</i>

Justice & Public Safety  
(Councilmen Mumford/Chair, Bradley and Jason Springs)

*Litter*

Education, Recreation, Health & Welfare  
(Councilmen Culberson/Chair, Poston and Caudle)

<i>July 17, 2014</i>	<i>Miracle League of Florence County</i>
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January 17, 2013 City-County Conference Committee

**IX. RESOLUTIONS/PROCLAMATIONS:**

**A. RESOLUTION OF RECOGNITION [24]**

A Resolution Of Recognition For Dorothy George Hines For Her Meritorious Professional Achievement And Commendable Community Service.

**B. RESOLUTION NO. 05-2014/15 [26]**

A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Additional Participants In The South Carolina Procurement Card Program And To Increase One Daily And Monthly Limit.

**C. RESOLUTION NO. 06-2014/15 [30]**

A Resolution To Amend The Florence County Personnel Policy Manual (FCPPM) To Include Certification Pay For Central Dispatch Personnel.

**D. RESOLUTION NO. 07-2014/15 [32]**

A Resolution To Approve A Mutual Aid Agreement With Beaufort County Detention Center Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.

**X. ORDINANCES IN POSITION:**

**A. THIRD READING**

**1. ORDINANCE NO. 27-2013/14 [36]**

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 [Roche Carolina, Inc.], 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 [Roche Carolina, Inc.] 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 [2003] Fee Agreement Between Florence County And Project Olympus [Roche Carolina, Inc.]; And Matters Relating Thereto.

2. **ORDINANCE NO. 30-2013/14** [111]  
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.

**B. SECOND READING**

1. **ORDINANCE NO. 21-2013/14 – DEFERRAL** [115]  
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** [117]  
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.
3. **ORDINANCE NO. 02-2014/15** [120]  
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)*

4. **ORDINANCE NO. 03-2014/15** *(Public Hearing)* [128]  
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.

5. **ORDINANCE NO. 04-2014/15** *DEFERRAL* [158]  
An Ordinance 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.

### **C. INTRODUCTION**

No Ordinances Were Presented For Introduction At The Time Of Publication Of The Agenda.

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

- WORKFORCE INVESTMENT BOARD** [160]  
Approve The Recommendation Of The Appointment Of Mariel McAllister To Fill The Vacant Seat On The Workforce Investment Board Representing The Private Sector (Replacing Bill Sebnick Who Resigned), With Appropriate Expiration Term.

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

### **A. ADMINISTRATION**

- MONTHLY FINANCIAL REPORTS** [165]  
Monthly Financial Reports Were Provided To Council For Fiscal Year 2014 Through May 31, 2014 As An Item For The Record.

### **B. ADMINISTRATION/FINANCE**

- FIRE DEPARTMENT REPORT** [171]  
At The Request Of Council, The County Administrator Will Provide A Brief Report Regarding The Status Of The FY2015 Funds Disbursements To The Fire Districts.

**C. ADMINISTRATION/PROCUREMENT**

**AWARD BID NO. 31-13/14**

**[208]**

Award Bid No. 31-13/14 US Highway 76 Water Line Florence To Timmons ville Connection – Phase II To Southern Fiber Construction & Management Co. LLC Of Timmons ville, SC In The Amount Of \$184,962.49 To Be Funded By The South Carolina Department Of Commerce Community Development Block Grant Program. *(5 Compliant Bids Received)*

**D. LIBRARY**

**RECORDS RETENTION SCHEDULE**

**[214]**

Approve Records Retention Schedule Recommended By The South Carolina Department Of Archives And History To Retain E-Rate Records At Florence County Library For A Period Of Five (5) Years.

**E. PROCUREMENT**

**DECLARATION OF SURPLUS PROPERTY**

**[217]**

Declare Three (3) Heimann Security X-Ray Machines As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

**F. PUBLIC WORKS/PROCUREMENT**

**PURCHASE OF CATERPILLAR MOTORGRADERS**

**[219]**

Approve The Use Of The National Joint Powers Alliance (NJPA) Cooperative Alliance (NJPA) Cooperative Purchasing Program To Procure Three (3) 2015 Caterpillar Motorgraders Using NJPA Contract No. 060311-CAT From Blanchard Machinery Of Florence, SC In The Total Amount Of \$760,049 (Including Tax) From The FY2014-15 Budgeted Funds And Authorize The County Administrator To Execute The Contract.

**G. SOUTH LYNCHES FIRE DISTRICT/PROCUREMENT**

**[224]**

**SELF-CONTAINED BREATHING APPARATUSES**

Authorize The Purchase Of Eighty-Six (86) MSA G1 4500 PSI Self-Contained Breathing Apparatuses (SCBA) And Other Related Equipment From Newton’s Fire & Safety Equipment, Inc. Of Swepsonville, NC Off Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program For The South Lynch es Fire District In An Amount Not To Exceed \$499,807.15 (Including Sales Tax) As Funded In The Capital Project Sales Tax II.

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

#### **A. INFRASTRUCTURE**

##### **DELMAE/SAVANNAH GROVE ATHLETIC PARK**

**[237]**

Approve The Expenditure Of Up To \$12,000 From Council Districts' 4, 5 and 9 Infrastructure Funding Allocations (\$4,000 From Each District) To Assist The Delmae/Savannah Grove Baseball League With The Purchase And Installation Of A Storage Building.

#### **B. UTILITY**

##### **1. PAVING OF DRIVEWAY APRON – 414 SOUTH BLANDING STREET**

**[238]**

Approve The Expenditure Of Up To \$11,800 From Council District 1 Utility Funding Allocation For The Paving Of The Driveway Apron At 414 South Blanding Street, Lake City, SC, As Required By The SCDOT Encroachment Permit, To Include 6” MBC Stone Base And 2” Type I Asphalt Surface.

##### **2. SOUTH BLANDING STREET – PIPE**

**[239]**

Approve The Expenditure Of Up To \$328.32 From Council District 1 Utility Funding Allocation To Pay For 2-8’ 24” RCP Pipe To Add 8’ Extension On Both Ends Of Existing Driveway At 414 South Blanding Street, Lake City, SC; SCDOT Requires The Driveway To Be Paved And Requires A Contractor.

### **XIV. EXECUTIVE SESSION:**

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

- Legal Matter

### **XV. INACTIVE AGENDA:**

### **XVI. ADJOURN:**

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the July 17, 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, JULY 17, 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  
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  
D. Malloy McEachin, Jr., County Attorney  
Connie Y. Haselden, Clerk to Council

**ABSENT:**

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

**ALSO PRESENT:**

Arthur C. Gregg, Jr., Public Works Director  
Kevin V. Yokim, Finance Director  
Ryon Watkins, EMS Director  
Jonathan B. Graham, III, Planning Director  
Ronnie Pridgen, Parks and Recreation Department Director  
Chris Averette, Recreation Superintendent  
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator  
Patrick Fletcher, Procurement Director  
H. Wayne Joye, Auditor  
Coroner Keith Von Lutcken  
Gavin Jackson, Morning News Staffwriter  
Ken Baker, WMBF News

A notice of the regular meeting of the Florence County Council appeared in the July 16, 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](http://www.florenceco.org)).

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

### **APPROVAL OF MINUTES:**

Councilman Caudle made a motion Council Approve The Minutes Of The June 19, 2014 Regular Meeting and the July 1, 2014 Special Called Meeting Of County Council. Councilman Mumford seconded the motion, which was approved unanimously.

### **PUBLIC HEARINGS:**

#### **ORDINANCE NO. 27-2013/14 - DEFERRED**

Chairman Schofield stated public hearing of Ordinance No. 27-2013/14 would be deferred. 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.

The Clerk published the title and the Chairman opened public hearing for the following:

#### **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.

### **APPEARANCES:**

#### **DEANA H. STRICKLAND**

Mrs. Strickland Appeared Before Council To Discuss The Need For A Miracle League Field In Florence County. Councilman Caudle asked if the group had approached any other County in participating in the cost. Parks and Recreation Director Ronnie Pridgen stated they had not. Florence County was the first entity they approached but the project was in the beginning stages. Councilman Poston stated he attended a 'Buddy' Ball game held in his district and it was a great experience not just for the children but the parents and grandparents as well. He encouraged Council to look at this program. Councilman Caudle asked Mr. Pridgen if he had a field in mind that could be converted to a Miracle League Field. Mr. Pridgen responded that Friendship Park was the one that came to mind. He stated his opinion was that once a field was constructed, he felt other districts would want one as well. Councilman Mumford stated he was very impressed with the presentation and he realized this was much needed in order for the County to provide services to all its citizens and he would like to see the County move forward with getting this program off the ground through the County Recreation Department. Chairman Schofield asked if under the Capital Project Sales Tax II some of the funds for Recreation

were for Friendship Park that could potentially be used for that purpose. Mr. Pridgen responded that it could. Chairman Schofield asked if Friendship Park was large enough to handle this project. Mr. Pridgen responded that he could foresee the program outgrowing Friendship Park eventually. Chairman Schofield asked Mrs. Strickland if she had approached the City of Florence yet. She said she talked with the City Parks and Recreation Department regarding the playground, but was able to get on County Council's Agenda first. She pointed out that not only would this program accommodate individuals with special needs but wounded warriors as well. Councilman Caudle made a motion that staff be directed to proceed with the facts and figures and report back to Council at the next meeting. Councilman Mumford seconded the motion, which was approved unanimously. The Chairman referred this matter to the Committee on Education, Recreation, Health and Welfare for further study and to meet with Mrs. Strickland and appropriate County staff. (A copy of Mrs. Strickland's presentation is attached and incorporated by reference.)

### **COMMITTEE REPORTS:**

There Were No Committee Reports.

### **RESOLUTIONS/PROCLAMATIONS:**

#### **RESOLUTION OF APPRECIATION AND RECOGNITION**

The Clerk published in its entirety A Resolution Of Appreciation And Recognition For The Honorable Lester P. Branham, South Carolina House of Representatives For His Commendable Service. Councilman Mumford made a motion Council approve the Resolution. Councilman Caudle seconded the motion, which was approved unanimously. Vice Chairman Mumford presented Representative Branham with a framed Resolution. Representative Branham expressed his appreciation for the Resolution and the opportunity to serve the citizens of Florence County.

#### **RESOLUTION OF APPRECIATION AND RECOGNITION**

The Clerk published in its entirety 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. Councilman Caudle made a motion Council approve the Resolution. Councilman Mumford seconded the motion, which was approved unanimously. The Chairman stated that the Senator was unable to attend the meeting due to a conflict.

#### **RESOLUTION OF APPRECIATION AND RECOGNITION**

The Clerk published in its entirety 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. Councilman Dorriety made a motion Council approve the Resolution. Councilman Caudle seconded the motion, which was approved unanimously. The Chairman stated that the Lieutenant Governor was unable to attend the meeting due to a conflict.

**RESOLUTION NO. 02-2014/15**

The Clerk published the title of Resolution No. 02-2014/15: 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. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

**RESOLUTION NO. 03-2014/15**

The Clerk published the title of Resolution No. 03-2014/15: 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. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved unanimously.

**RESOLUTION NO. 04-2014/15**

The Clerk published the title of Resolution No. 04-2014/15: A Resolution To Authorize The Addition Of A Grapple Loader/Truck To The County Fleet For Florence County Public Works. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved unanimously.

**PUBLIC HEARING:**

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

**ORDINANCES IN POSITION:**

**ORDINANCE NO. 27-2013/14 – THIRD READING DEFERRED**

The Chairman stated third reading of Ordinance No. 27-2013/14 was deferred: 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.

**ORDINANCE NO. 29-2013/14 – THIRD 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 third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

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

Chairman Schofield stated second reading of Ordinance No. 21-2013/14 was deferred: 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, Pamlico 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. 30-2013/14 – SECOND READING**

The Clerk published the title of 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. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

**ORDINANCE NO. 02-2014/15 – INTRODUCED**

The Clerk published the title of Ordinance No. 02-2014/15 and the Chairman declared the Ordinance introduced: 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, Parcels 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.

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

The Clerk published the title of Ordinance No. 03-2014/15 and the Chairman declared the Ordinance introduced by title only: 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.

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

The Clerk published the title of Ordinance No. 04-2014/15 and the Chairman declared the Ordinance introduced by title only: 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.

Chairman Schofield referred Ordinances No. 03 and 04-2014/15 to the Committee on Administration and Finance for further study.

**APPOINTMENTS TO BOARDS AND COMMISSIONS:**

**CIVIC CENTER COMMISSION**

Councilman Caudle made a motion Council approve The Recommendation For The Re-Appointment Of Grey Raines To Serve On The Florence City-County Civic Center Commission, With Appropriate Expiration Term. Councilman Dorriety seconded the motion, which was approved unanimously.

Councilman Bradley made a motion Council approve The Re-Appointment Of Carlos Dubose To Serve On The Florence City-County Civic Center Commission, With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

### **MEMORIAL STADIUM COMMISSION**

Councilman Caudle made a motion Council 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 1, With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

### **WORKFORCE INVESTMENT BOARD**

Councilman Culberson made a motion Council approve 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. Councilman Bradley seconded the motion, which was approved unanimously.

### **PLANNING COMMISSION**

Councilman Culberson made a motion Council approve The Re-Appointment Of David Hobbs To Serve On The Planning Commission, Representing Council District 6, With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

### **REPORTS TO COUNCIL:**

#### **ADMINISTRATION**

#### **MONTHLY FINANCIAL REPORTS**

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

#### **FINANCE**

#### **FY2014/15 STATE ACCOMMODATIONS TAX ALLOCATIONS**

Councilman Bradley made a motion Council approve The Revised Recommendation From The Accommodations Tax Advisory Committee For FY2014/2015 State Accommodations Tax Allocations To Be Distributed To The Various Recipients. Councilman Mumford seconded the motion, which was approved unanimously.

#### **FINANCE-FACILITY MAINTENANCE/PROCUREMENT**

#### **AWARD BID NO. 29-13/14**

Councilman Mumford made a motion Council 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. Councilman Poston seconded the motion, which was approved unanimously.

## LIBRARY/PROCUREMENT

### SOLE SOURCE PROCUREMENT

Councilman Dorriety made a motion Council 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. Councilman Poston seconded the motion, which was approved unanimously.

## PROCUREMENT

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

Councilman Caudle made a motion Council 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. Councilman Dorriety seconded the motion, which was approved unanimously.

### AWARD REQUEST FOR QUALIFICATION (RFQ) NO. 28-13/14

Councilman Caudle made a motion Council 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. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Caudle asked if the local option vendor preference being discussed would have affected this bid. County Administrator K. G. Rusty Smith, Jr. stated that it would not. Mr. Smith stated that the local preference bidder information was included in Ordinance No. 03-2014/15.

## PUBLIC WORKS

### GRAPPLE LOADER/TRUCK

Councilman Caudle made a motion Council 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. Councilman Dorriety seconded the motion, which was approved unanimously. Mr. Smith stated that Double A Builders, a Florence County company, would be building the body of the truck.



## ADMINISTRATION

### PEE-DEE ELECTRIC COOPERATIVE PROPOSAL

Councilman Caudle made a motion Council 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. Councilman Culberson seconded the motion, which was approved unanimously. Councilman Caudle stated Council previously talked about inadequate lighting along the interstate in Florence County. He requested that the County consider possible enhanced lighting at other exits as well. Mr. Smith stated all the exits were lit but the interchanges did not have adequate lighting. Chairman Schofield asked that specifically the I-20 interchanges be looked at for improvement as soon as possible.

### RESOLUTION OF RECOGNITION

Councilman Caudle made a motion to suspend the agenda for a minute for a special presentation. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Caudle recognized Mrs. Harriet Swink and asked that she and her two sons come forward. The Clerk published in its entirety A Resolution Of Recognition For Mrs. Harriet McCall Swink For Reaching A Significant Milestone In Her Life. Councilman Mumford made a motion Council approve the Resolution. Councilman Culberson seconded the motion, which was approved unanimously. Councilman Caudle presented Mrs. Swink with a framed Resolution. Mrs. Swink and her sons, Marion and Henry Swink, expressed appreciation for the Resolution.

## ADMINISTRATION/FINANCE

### PURCHASE OF PROPERTY

Councilman Culberson made a motion Council 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. Councilman Mumford seconded the motion. Councilman Caudle made a motion to amend the motion to extend a 90 day option with consideration of an option to renew the option on the property rather than move into a purchase contract. He explained that his reason for the amendment was that the County originally planned to construct the fire station at Schlitz Drive and if it worked out he would like to continue with that location. He stated the proposed option was a viable alternative, but he encouraged the 90 day option with a clause to close within 30 days after the second option expired. Councilman Dorriety seconded the motion to amend. The motion to amend was approved with a four (4) to three (3) vote. Voting in the affirmative were Councilmen Bradley, Mumford, Caudle and Dorriety. Voting 'no' were Chairman Schofield, Councilmen Culberson and Poston. The motion as amended was approved unanimously.

## PROCUREMENT

### RFP PANEL MEMBER APPOINTMENT FOR RFP #33-13/14

Chairman Schofield Appointed Councilman Caudle To Serve On The Review Panel For RFP #33-13/14 Healthcare Benefits Consultant.

## OTHER BUSINESS:

### INFRASTRUCTURE

#### JOHNSONVILLE HIGH SCHOOL

Councilman Poston made a motion Council 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. Councilman Mumford seconded the motion, which was approved unanimously.

#### TOWN OF COWARD

Councilman Caudle made a motion Council 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. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Caudle stated the County assisted the Town of Coward with their original purchase and for the system to be complete, they needed five (5) additional cameras. He went and looked at the system and while watching they witnessed four traffic violations. He agreed to assist with the funding for three (3) additional cameras and the Town was working on funding for the remaining two (2).

### ROAD SYSTEM MAINTENANCE FEE (RSMF)

#### CAPITOLA ROAD

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$10,000 From Council District 2 RSMF Funding Allocation To Pay For Crushed Asphalt For Capitola Road. Councilman Culberson seconded the motion, which was approved unanimously.

#### S-29 CONNECTOR – CASHUA ROAD AND W. EVANS STREET

Chairman Schofield stated Council was asked to defer the next item. (Approve The Expenditure Of Up To \$47,000 From Council District 3 RSMF Funding Allocation To Pay For Milling And 200 Lbs. Surface Type C Hot Laid Asphalt On S-29 Connector Connecting Cashua Road And W. Evans Street.)

#### CLAYTON COURT

Councilman Caudle made a motion Council Approve The Expenditure Of Up To \$400 From Council District 5 RSMF Funding Allocation To Pay For Hot Asphalt To Be Used For Repairs On Clayton Court. Councilman Dorriety seconded the motion, which was approved unanimously.

## UTILITY

### CITY OF LAKE CITY

Councilman Dorriety made a motion Council 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. Councilman Caudle seconded the motion, which was approved unanimously.

### CITY OF FLORENCE

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$42,000 From Council Districts 3 And 8 Utility Funding Allocations (\$21,000 From Each District) To Assist The City Of Florence With An Additional 2,500 LF Of 6" Water Line To Serve Future Customers Along Sumter Street. Councilman Bradley seconded the motion, which was approved unanimously.

### HEATHER DRIVE

Councilman Dorriety made a motion Council 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. Councilman Caudle seconded the motion, which was approved unanimously.

### NORTH VISTA ELEMENTARY SCHOOL

Councilman Bradley made a motion Council 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. Councilman Mumford seconded the motion, which was approved unanimously.

### WEED AND SEED SAFE HAVEN

Councilman Mumford made a motion Council 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. Councilman Caudle seconded the motion, which was approved unanimously.

### BUDDY WALLACE FIELD

Councilman Dorriety made a motion Council 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. Councilman Caudle seconded the motion, which was approved unanimously.

### PEE DEE REGIONAL TRANSPORTATION AUTHORITY (PDRTA)

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$60,000 From Council Districts' Infrastructure/Utility Funding Allocation (\$10,000 Each From Districts 3, 7 and 8; \$8,000 From District 1; \$5,000 Each From Districts 2, 5, 6, and 9; And \$2,000 From District 4) To Assist The PDRTA With The Replacement Of The Roof On The Main Administration Building. Councilman Mumford seconded the motion, which was approved unanimously.

Councilman Mumford stated, "We have some real happy employees. I talked with several members of the Florence County Sheriff's Office with the raise that they received this past year, they are very excited about it. We've done some great things with that office; we've done some great things with EMS and, of course, our fire departments. What I'm going to ask this Council to concentrate on this coming year, because there are some disgruntled employees in Florence County, I've talked with many of them the last couple of weeks, and I want to single these offices out because we really need to address this issue during this upcoming budget cycle: that would be public works, that being the Treasurer's Office, that being the Solicitor's Office, that being the Tax Assessor's Office, the Veterans Affairs Office, the Administration Office, Magistrate's Office, the Public Defender's Office, the Auditor's Office, Planning Department. All of these offices, we have got to address. They have seen where we spend money, thousands and thousands of dollars, in this project and that project and they don't quite understand that those funds come from a different pot of money, which you can't put those funds on salary. But I told the employees that we are definitely going to address this situation in this upcoming budget because, and I knew that this was going to happen when you start piecemealing giving one department a raise and not being able to do it across the board, it creates a distrust among employees in this body. So I wanted to go on record that we are going to address this situation in the upcoming budget year. We have some wonderful employees throughout Florence County that does a tremendous job for all of us; make all of us look real good, and we need to make sure that they are our number one priority in the upcoming budget year."

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 10:09 A.M.**

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**MITCHELL KIRBY**  
**SECRETARY-CHAPLAIN**

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

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*A Presentation to*  
**FLORENCE COUNTY COUNCIL**

Jason Springs, District 1  
Roger M. Poston, District 2  
Alphonso Bradley, District 3  
Mitchell Kirby, District 4  
Kent C. Caudle, District 5, *Secretary*

Russell W. Culberson, District 6  
Reverend Waymond Mumford, District 7,  
*Vice-Chairman*  
James Schofield, District 8, *Chairman*  
Willard Dorrierty Jr., District 9

*To Promote*  
**MIRACLE LEAGUE OF  
FLORENCE COUNTY**

*To be presented by*  
**MRS. DEANA STRICKLAND**

*In conjunction with*  
**FLORENCE COUNTY PARKS AND RECREATION**

On  
**JULY 17, 2014**

County Council Members,

~~Contained in this packet you will find information concerning the need for a therapeutic program aimed towards Florence County's children with disabilities. This program, namely Miracle League, allows children with medical conditions such as autism, spinabifida, cerebral palsy, down syndrome, and other developmental delays to participate in America's favorite pastime of the game of baseball.~~

Florence County Parks and Recreation's mission is to enhance the quality of life for ALL residents of Florence County through programs and facilities that complement the DIVERSE and progressive nature of our community. Due to the lack of programs that service Florence county families with the aforementioned conditions, we are doing a disservice not only to our mission statement, but to the thousands of residents affected.

Florence County Parks and Recreation saw this need and tested the waters by hosting two "Buddy Ball" games this summer in Florence, South Carolina and Pamplico, South Carolina. The turnout exceeded expectations. There were 20 registered participants combined in the two, three-inning games (with some overlap), with many families, friends, news-media coverage and volunteer help from Florence County also in attendance.

Upon further investigation of the prospect of building a flat, artificial-turf, Miracle League field, it was found that these fields draw participants within a 60-mile radius. Grand Strand Miracle League of Myrtle Beach, SC serves over 200 players ranging from 4 years old to senior adults! It has quickly become apparent that there is an untapped pool of potential families in Florence County. These families, because of the obstacles that must be overcome with Florence County's current general public facilities, usually choose to stay home rather than visit our amenities.

This presentation, to be made before the county council, has a three-fold purpose: One, to inform the council of the county's need for a Miracle League facility and everything that such a facility would provide; Second, to gain the council's blessing to pursue the building of such a facility, joining the Miracle League franchise, developing a 501(c)(3), creating a board and bylaws, and everything else required of the operation; and third, to ask Florence County to support our efforts morally, financially, and physically.

Please read through the following information contained in this packet as a supplement to the actual presentation to be made on July 17<sup>th</sup>, 2014.

Sincerely,  
Deana Strickland

Our mission is to:

- Provide opportunities for individuals with disabilities to play Miracle League baseball, regardless of their abilities.
- Promote community support and sponsorship of Miracle Leagues.
- Promote the construction of special facilities that meet the unique needs of Miracle League players and their families.

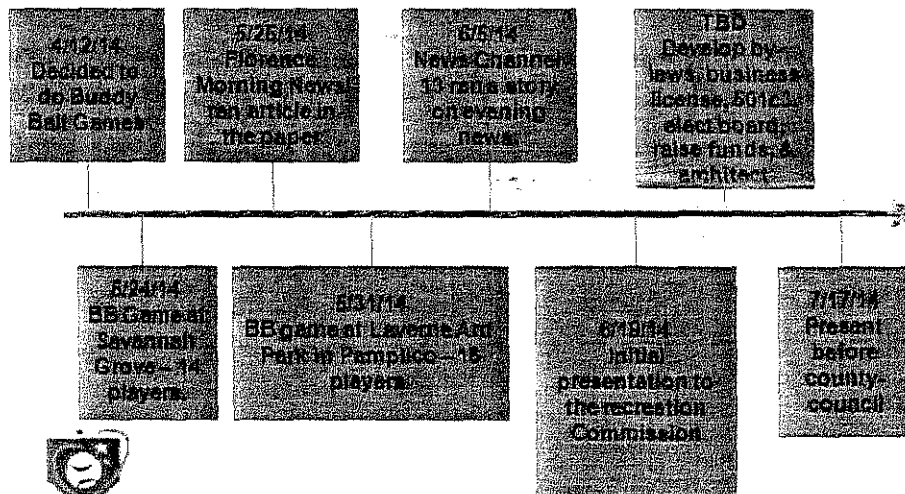


FCPR Mission Statement

Florence County Parks and Recreation's mission is to enhance the quality of life for **ALL** residents of Florence County through programs and facilities that complement the **DIVERSE** and progressive nature of our community.



## Flo. Co. Miracle League Timeline



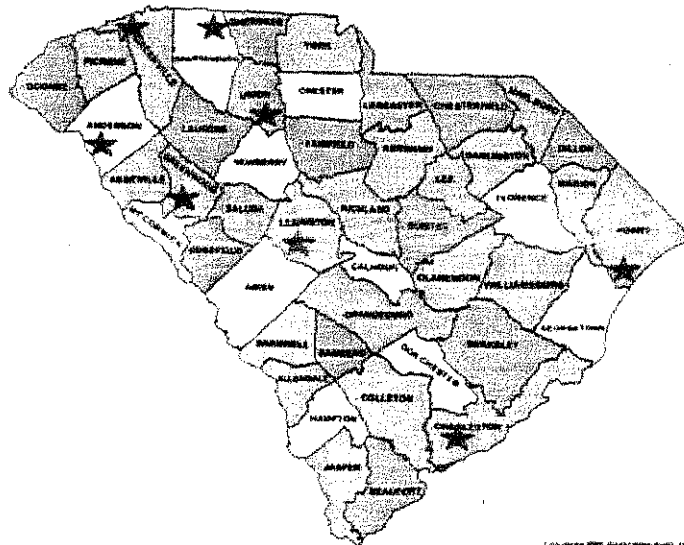
## Current Statistics

- ❖ Florence County Schools has a total enrollment of 22,600+. Of that number, around 4000 students have some type of disabling condition.
- ❖ The state average of students with a disability is 3% versus Florence County's average of 17%!
- ❖ There are currently 1300 people receiving a variety of services through our DDSN programs.



## Locations of other Miracle League Fields in South Carolina

Charleston  
 Greenwood  
 Lexington  
 Greenville  
 Myrtle Beach  
 Spartanburg  
 Summerville  
 Union





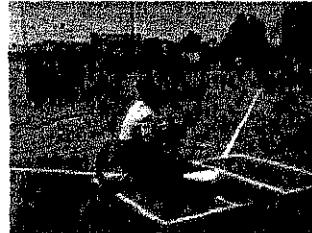
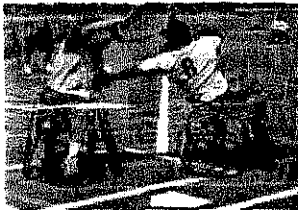
## Outreach

- ❖ **Miracle Leagues tend to reach those in a 60-mile radius**
- ❖ **Bring those outside of the county to us: Dillon, Marion, Latta, Darlington, Hartsville etc.**
- ❖ **No other Therapeutic programs in Florence County other than Camp RAE.**
- ❖ **20 Total registered in Buddy Ball Games (Myrtle Beach has over 200 Miracle League participants)**



## Wheelchair Softball

- ❖ **Having the correct size field would also allow us to host Wheelchair softball games (possibility of the World Series) which would bring revenue to Florence.**

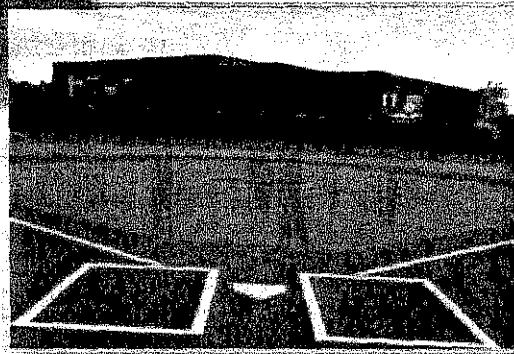


## Why do we need a flat, cushioned field?



**FLAT AND  
SMOOTH  
ACCESSIBLE  
FOR ALL**

**Now Everyone  
Can Play!**



Fields need to be flat to accommodate those in wheelchairs. Sand clay and grass make it difficult for players to be pushed around traditional fields and also causes much wear and tear on very expensive wheelchairs. Rubberized artificial turf is the best solution.

## It Could be More Than Just A Game!



Miracle League fields also include inclusive playground areas, which is currently not provided anywhere in Florence County. These playgrounds are accessible by both children with physical disabilities and those that are typically developing.

# Request

## ❖ Inclusion

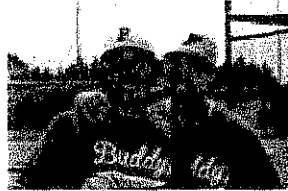
- Utilize the resources of Florence County for the construction and maintenance of the field.
- Be a part of the Florence County Parks & Recreation Department providing services like those utilized by organizations such as the Dixie Youth Leagues.

## ❖ Funds

- Cost anywhere from \$600K – \$1 million+ ... financial support?

## ❖ Blessing

- Approval for \$500 membership with Miracle League
- Begin 501(c)(3) and pay fee



**Will you partner with us to  
provide a place for ALL  
our children to play ball in  
Florence County?**



**PUBLIC HEARING**

Deferred

July 17, 2014

**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.

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# PUBLIC HEARING

July 17, 2014

## 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.

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# FLORENCE COUNTY COUNCIL

August 21, 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 [Roche Carolina Inc.], 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 [Roche Carolina Inc.] 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 [Roche Carolina Inc.]; And Matters Relating Thereto.

**B. ORDINANCE NO. 03-2014/15**

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.

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Resolution of Recognition  
Dorothy George Hines

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

A Resolution Of Recognition Dorothy George Hines For Her Meritorious Professional Achievement  
And Commendable Community Service.

**OPTIONS:**

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

**ATTACHMENTS:**

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)

)

**RESOLUTION OF RECOGNITION**

COUNTY OF FLORENCE )

**WHEREAS, Dorothy George Hines** is a resident of Florence County deserving of recognition for her outstanding achievements and community service; and,

**WHEREAS, Ms. Hines** is the first African American graduate from the Florence Program of Practical Nursing, and, desiring to advance her education, completed an Associate of Arts degree in Nursing at Hartford Community College in 1974, studied at Virginia State and Francis Marion University, and received specialty training in intravenous therapy in the treatment of cancer at Bowman Grey University in Winston Salem, N.C.; and,

**WHEREAS,** she has worked in numerous areas of nursing, served as a nurse educator, served as Director of Nursing for Faith Nursing Home for 11 years and has been employed as a registered nurse at Carolinas Hospital System for the last 25 years; and,

**WHEREAS,** Ms. Hines has exhibited her love for her community as a community activist and leader by volunteering/serving in such roles as Past President of the Pee Dee Nurses Association, Past Vice President of the Florence County NAACP, Past Vice President and State Delegate of the Florence County Democratic Party, Board Member of the Florence County Habitat for Humanity, Member of the City of Florence Planning Commission, Board Member of the Health Facilities Credit Union, Member of the Azalea Home and Garden Club and the Rose Garden Club, Member of the Chi Eta Phi Nursing Sorority, Member of the South Carolina Nurses Association, and Current President of the Williams Heights Neighborhood Crime Watch, active member in New Ebenezer Missionary Baptist Church where she serves as Deaconess, Missionary and Sunday School Teacher; and,

**WHEREAS,** her personal commitment of time and effort embodies the image of the true professional and is an exceptional role model for others to emulate.

**NOW, THEREFORE, BE IT RESOLVED,** by Florence County Council Vice Chairman Waymon Mumford and Council Member Alphonso Bradley, that **DOROTHY GEORGE HINES** richly deserves public recognition for her meritorious professional achievement and commendable community service.

Approved this 10<sup>th</sup> day of July, 2014.

**THE FLORENCE COUNTY COUNCIL:**

\_\_\_\_\_  
**Waymon Mumford, Vice Chairman**

\_\_\_\_\_  
**Alphonso Bradley, Member**



# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Approval of Resolution No.05-2014/15

**DEPARTMENT:** Administration  
Finance

## **ISSUE UNDER CONSIDERATION:**

(To Amend Section 4 of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Additional Participants In The South Carolina Procurement Card Program and To Increase One Daily And Monthly Limit.)

## **POINTS TO CONSIDER:**

1. Resolution No. 05-2009/2010, approved by County Council on November 19, 2009, authorized Florence County to participate in the South Carolina Procurement Card Program and limited participation to specific users in specific departments, with specific daily and monthly spending limits.
2. The Planning Department was not included in the original authorization and it is fiscally inefficient to process purchase orders in an amount less than \$50; therefore, having access to a procurement card would make this department's operation much more efficient.
3. The Emergency Management Department has recently reorganized and needs a procurement card for a new division that has been created. In addition, travel and training costs have increased since the inception of the program, requiring the need for an additional card.
4. It is becoming increasingly difficult to do business with only purchase orders or cash, without having some form of charge ability; many vendors do not accept purchase orders for small purchases.
5. Participation in the Card Program will be limited to departments approved by resolution, in amounts approved.

## **OPTIONS:**

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

## **ATTACHMENT:**

1. Resolution No. 05-2014/2015
2. Resolution No. 05-2009/2010

Sponsor(s)/Department : County Council  
 Adopted: : August 21, 2014  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A

**RESOLUTION NO. 05-2014/15**

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

**(To Amend Section 4 of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Additional Participants In The South Carolina Procurement Card Program and To Increase One Daily And Monthly Limit.)**

**WHEREAS:**

1. Resolution No. 5-2009/10 authorizing Florence County's participation in the South Carolina Procurement Card Program was adopted by Florence County Council on November 19, 2009; and
2. Increasing Florence County's participation in this Program will further reduce the County's exposure to a certain amount of financial risk by having open charge accounts at various vendors throughout the County, a necessity for many small purchases; and
3. Efficiencies currently experienced by the County's participation in this Program will increase with an increase in participation in this program; and
4. Since the inception of the County's participation in the Program nearly two years ago, each procurement card has been used solely for official, authorized use, and each transaction has been reconciled timely and fully accounted for at all times in accordance with Section 1 of Resolution No. 5-2009/10.

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

1. Section 4 of Resolution No. 5-2009/10 is hereby amended to add additional positions to the Program per the listing below.

<u>Department</u>	<u>Daily Limit</u>	<u>Monthly Limit</u>
<i>Additional positions:</i>		
<i>Planning Department (010-411-418-100)</i>		
Secretary III	\$1,500	\$1,500
Secretary III	\$1,500	\$1,500
<i>Emergency Management (010-421-422-200)</i>		
Central Dispatch Manager	\$1,000	\$1,000

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:  
 OPPOSED:  
 ABSENT:

Sponsor(s)/Department : County Council  
Adopted: : November 19, 2009  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

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**RESOLUTION NO. 5-2009/10**

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

**(To Authorize Florence County To Participate In The South Carolina Procurement Card Program and To Establish Local Policies And Procedures.)**

**WHEREAS:**

1. Section 8f of Ordinance No. 01-2009/10, the annual budget Ordinance for Florence County, states in part, "Credit cards which obligate Florence County are not permitted unless specifically authorized by written resolution of County Council"; and
2. Florence County is currently exposed to a certain amount of financial risk by having open charge accounts at various vendors throughout the County, a necessity for many small purchases; and
3. It is becoming increasingly inefficient to do business without some form of credit card program: One such recent example of inefficiency being that the South Carolina Law Enforcement Division (SLED) no longer extends credit for the cost of employment background checks, but requires credit card payment. Since the County currently does not conduct business using credit cards, payment has to be made with a check in advance, which delays the County's hiring process by as much as an additional three weeks; and
4. The per-transaction processing cost of a typical purchase order system such as Florence County's is estimated to be in excess of \$75 per purchase; whereas the same per-transaction processing cost for the SC Procurement Card Program is less than \$25 per purchase (inclusive of all documentation, issuance, tracking, partial payout, reconciliation, and closure); and
5. The SC Procurement Card Program contains control mechanisms not available on commercial credit cards, in that the County can program each card with dollar and transaction limits per day/month, restrict use by vendor type, electronically monitor transactions in real time, cancel cards instantly via the Internet, and benefit from coverage of any fraudulent transactions with \$100,000 per cardholder liability insurance by VISA; and
6. The SC Procurement Card Program has been in existence for approximately ten years, is currently being used by about fifty local governments, including eleven counties, and has handled over 1,000,000 transactions in 2008, totaling more than \$244,000,000.

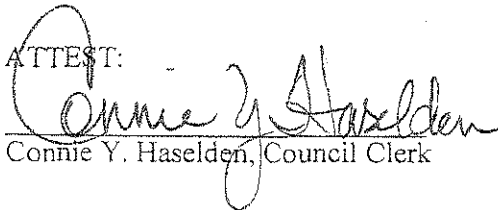
**NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:**

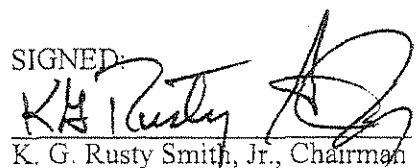
1. Florence County is hereby authorized to participate in the South Carolina Procurement Card Program, and the County Administrator is directed to execute the necessary documentation to proceed.
2. Regular monitoring of the County's participation in the Program will include detailed reviews of each monthly statement at all levels, including heads of participating departments.

*copy*

3. The County Administrator will manage the County's participation in the Program:
- Requiring that each card be used solely for official, authorized use, reconciled timely, and fully accounted for at all times.
  - Providing monthly reports to County Council detailing the dollar volume and number of transactions for each card authorized in the Program.
  - Notifying the Council immediately of any event of fraud or misuse.
  - Terminating or suspending any user, department, or all County participation as necessary.
4. Below is a listing of the positions to which cards will be issued as participants in the Program and a daily spending limit and a total monthly spending limit for each position. County Council may amend this list to add additional positions to the Program, or to increase existing spending limits, upon the recommendation of the County Administrator.

<u>Department</u>	<u>Daily Limit</u>	<u>Monthly Limit</u>
<i>Public Works Department (153-441-431)</i>		
Urban Supervisor	\$2,500	\$2,500
<i>Recreation Department (010-471-451)</i>		
Facilities Superintendent	\$ 200	\$1,000
Program Superintendent	\$ 500	\$2,000
Parks Superintendent	\$ 200	\$1,000
<i>Sheriff's Office (010-421-421)</i>		
Maintenance Supervisor	\$2,500	\$6,000
Fiscal Technician	\$1,000	\$2,000
Lieutenant/Security	\$1,000	\$1,000
<i>Human Resources Department (010-411-412)</i>		
Director	\$ 200	\$ 550
Human Resources Coordinator	\$ 200	\$ 550
<i>Clerk to Council (010-411-402)</i>	\$1,500	\$1,500
<i>Facilities Management (010-411-420)</i>		
Facilities Manager	\$ 500	\$1,500
Facilities Coordinator	\$ 100	\$ 500
Buildings & Grounds Superintendent	\$ 100	\$ 500
<i>Emergency Management (010-421-422)</i>		
Emergency Preparedness Coordinator	\$1,000	\$1,000
Technical Hazards Coordinator	\$1,000	\$1,000
Radio Technician	\$1,000	\$1,000
<i>Information Technology (010-411-427)</i>		
Information Tech. Director	\$2,500	\$2,500

ATTEST:  
  
 Connie Y. Haselden, Council Clerk

SIGNED:  
  
 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE: *approved*  
 OPPOSED:   
 ABSENT:

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Resolution No. 06-2014/15

**DEPARTMENT:** Emergency Management

**ISSUE UNDER CONSIDERATION:**

A Resolution To Amend The Florence County Personnel Policy Manual (FCPPM) To Include Certification Pay For Central Dispatch Personnel.

**POINTS TO CONSIDER:**

1. The current version of the FCPPM states all Florence County employees required to attend the SC Criminal Justice Academy as a part of their job certification are to be hired at 14% below starting salary for their pay grade.
2. Upon completion of the required SC Criminal Justice Academy training the employee receives the proper pay increase necessary to bring them to the starting salary level for their pay grade.
3. The current version of the FCPPM includes Florence County Law Enforcement, Detention and Environmental Services personnel are required to attend the SC Criminal Justice Academy however, Central Dispatch personnel are not included.
4. Because Central Dispatch personnel are required to attend and successfully complete the SC Criminal Justice Academy course as part of their certification, Central Dispatch personnel should be included in the FCPPM.
5. Passage of this Resolution will ensure all Florence County personnel required to obtain SC Criminal Justice Academy certification as a part of their job duties are treated similarly.

**OPTIONS:**

1. *(Recommended)* Approve Resolution No.06-2014/15
2. Provide an alternate directive.

**ATTACHEMENTS:**

Copy of Proposed Resolution No. 06-2014/15

Sponsor(s) : Emergency Management  
Adopted: : August 21, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 06-2014/15**

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

**(To Amend The Florence County Personnel Policy Manual (FCPPM) To Include Certification Pay For Central Dispatch Personnel.)**

**WHEREAS:**

1. The Florence County Personnel Policy Manual requires employees whose job training requires attendance at and completion of a SC Criminal Justice Academy training course to be hired at 14% below starting salary for their pay grade; and
2. The Personnel Policy Manual does not currently list Central Dispatch personnel under this requirement even though their job training does require their completion of the SC Criminal Justice Academy as a part of their certification; and
3. The County would like to amend the Certification Pay section of the Personnel Policy Manual to include Central Dispatch personnel in this category.

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

Effective upon adoption of this Resolution, the Florence County Personnel Policy Manual, Section 9.5A(3), Certification Pay, paragraphs 9.5A (3)(b) & (c) are hereby replaced with the following:

- (c) Law Enforcement, Detention, Central Dispatch, and Environmental Services personnel are required to attend the SCCJA. Upon successful completion of the course of study and certification by the SCCJA, the employee will receive an increase in pay to the entry level of the respective position.
- (d) Law Enforcement, Detention, Central Dispatch, and Environmental Services personnel in training status may receive a seven percent (7%) increase in pay after six (6) months, at the discretion of the respective Department Director, if they have not received the required SCCJA certification. The employee must achieve a performance evaluation rating of "Meets Expectations" and the performance appraisal must be submitted to the Human Resources Department for processing.

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Resolution No. 07-2014/15

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

**ISSUE UNDER CONSIDERATION:**

(A Resolution To Approve A Mutual Aid Agreement With Beaufort County Detention Center Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.)

**POINTS TO CONSIDER:**

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

**OPTIONS:**

1. *(Recommended)* Approve Resolution No. 07-2014/15.
2. Provide An Alternate Directive.

**ATTACHMENT:**

1. Resolution No. 07-2014/15.
2. Beaufort County Detention Center Mutual Aid Agreement.

Sponsor(s) : Sheriff's Office  
Adopted: : August 21, 2014  
Committee Referral : N/A  
~~Committee Consideration Date : N/A~~  
Committee Recommendation : N/A

**RESOLUTION NO. 07-2014/15**

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

**(A Resolution To Approve A Mutual Aid Agreement With Beaufort County Detention Center Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.)**

**WHEREAS:**

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

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

Council Approves A Mutual Aid Agreement With Beaufort County Detention Center And Authorizes The County Administrator To Execute Said Agreement.

ATTEST:

SIGNED:

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

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:





## COUNTY COUNCIL OF BEAUFORT DETENTION CENTER

Multi Government Center • 106 Ribaut Road  
P.O. Drawer 1228

Beaufort, South Carolina 29901-1228

Phone: (843) 255-5200 • Fax: (843) 255-5202 / (843) 255-5209

**843-255-5178**

**Direct Phone**



### Memorandum of Understanding

#### Mutual Aid Between Facilities

This Memorandum of Agreement, effective August 1, 2014 through July 31, 2015, is between the Beaufort County Detention Center, Beaufort County, South Carolina, known hereafter as the Requesting Agency, and the Florence County Detention Center, known hereafter as the Supporting Agency, for the purpose of providing mutual support in the event Beaufort County Detention Center is uninhabitable and unable to accept inmates.

#### **I. Requesting Agency**

The Requesting Agency will provide support in the manner of food and medical coverage for inmates held by Supporting Agency. The Requesting Agency will also provide facility vans if needed and requested by the Supporting Agency.

If requested by the Supporting Agency, the Requesting Agency will provide Correctional Officers to augment the Supporting Agency's staff. Salaries, overtime compensation, benefits packages, meals and lodging for these Correctional Officers will be provided by the Requesting Agency.

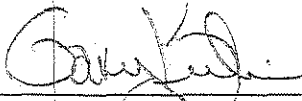
This Memorandum of Agreement will be reciprocal in all sections in that the Requesting Agency will provide housing to inmates from the Supporting Agencies if needed.

#### **II. Supporting Agency**

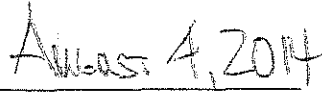
The Supporting Agency agrees to provide secure housing, as a courtesy, for a minimum of ten (10) days for inmates of the Requesting Agency during the time of the emergency. After this courtesy period, the Requesting Agency will reimburse the Supporting Agency at a rate of \$52.00 per inmate per day.

**III. Conclusion of the Agreement**

All personnel shall be released from the agreement upon the conclusion of the emergency or at a time mutually agreed upon by both agencies.



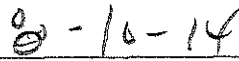
Gary Kubic, County Administrator  
Beaufort County, South Carolina



Date



William K. Boone, Sheriff  
Florence County, South Carolina



Date

K.G. Rusty Smith, Jr.  
County Administrator

# FLORENCE COUNTY COUNCIL

August 21, 2014

**AGENDA ITEM:** Ordinance No. 27-2013/14 –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 [Roche Carolina, Inc.], 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 [Roche Carolina, Inc.] 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 [2003] Fee Agreement Between Florence County And Project Olympus [Roche Carolina, Inc.]; 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 and associated agreement(s)

Sponsor(s) : Economic Development  
 First Reading : April 17, 2014  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Second Reading : June 19, 2014  
 Public Hearing : August 21, 2014  
 Third Reading : August 21, 2014  
 Effective Date : Immediately

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 Roche Carolina Inc., 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 Roche Carolina Inc. 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 Roche Carolina Inc.; 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 Roche Carolina, Inc., 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 May 21, 1993 ("**Inducement and Millage Rate Agreement**"), and a Lease Agreement, dated as of December 21, 1995, as modified by a December 22, 1999 Agreement that was amended on December 15, 2003 (collectively, 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 December 15, 2003 Fee Agreement, as modified by a September 28, 2006 Amendment and Agreement between the County and the Company (collectively, the “**2003 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 2003 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 2003 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 2003 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:**

\_\_\_\_\_  
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





## AMENDMENT TO FEE AGREEMENT

This AMENDMENT (this "**Amendment**") to the December 15, 2003 Fee Agreement (the "**Fee Agreement**"), by and between FLORENCE COUNTY, SOUTH CAROLINA (the "**County**"), and ROCHE CAROLINA INC. (the "**Company**"), as extended and modified by a September 28, 2006 Amendment and a September 28, 2006 Agreement between the County and the Company (collectively, the "**2003 Fee Agreement**"), is made and entered into as of August 21, 2014.

### WITNESSETH:

WHEREAS, by Resolution No. 31-2013/14 adopted by the County Council on April 17, 2014, the County has agreed to provide a credit, in addition to the Annual Infrastructure Credit (as defined in the 2003 Fee Agreement) provided in the 2003 Fee Agreement, in an amount sufficient to offset the Company's future Payments-in-Lieu-of-Taxes (as defined in the 2003 Fee Agreement) on personal property that is located in the County but no longer used by the Company; and

WHEREAS, pursuant to an Ordinance adopted on August 21, 2014 (the "**Ordinance**"), as an inducement to the Company to maintain and grow its investments in the County, the County Council authorized the County to enter into this Amendment, and the County and the Company desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the above and other value, the parties hereby agree as follows:

1. The Fee Agreement shall be amended by adding a new Section 5.4, which shall read as follows:

**SECTION 5.4. Unused Property Credit.** (a) In addition to the 50% Annual Infrastructure Credit against certain Payments-in-Lieu-of-Taxes provided to the Company pursuant to the September 28, 2006 Agreement between the County and the Company (the "**2006 Agreement**"), the Company automatically shall be entitled to receive and take an Unused Property Credit as defined and set forth in this Section.

(b) Beginning with respect to property tax year 2015, the Payment-in-Lieu-of-Taxes for which will be due by January 15, 2016 and continuing each year until this Fee Agreement terminates, the Company shall automatically be entitled to receive and take a credit (the "**Unused Property Credit**") against its Payment-in-Lieu-of-Taxes in a dollar amount equal to the Payment-in-Lieu-of-Taxes, if any, to be made for such year with respect to Equipment that has not been used by the Company for over a year (the "**Unused Property**"). If Unused Property is subsequently used by the Company, such property shall lose its status as Unused Property hereunder, and any such re-used property shall be

subsequently deemed Unused Property hereunder only if, subsequent to any such re-use, such property is, once again, not used by the Company for over a year.

(c) In no event shall the Company be entitled to receive any Unused Property Credit that would result in the aggregate amount of the Unused Property Credits received and taken by the Company, together with the aggregate amount of the Annual Infrastructure Credits received and taken by the Company under the 2006 Agreement, exceeding the aggregate amount of the Company's expenditures on Infrastructure (as defined in Section 1 of the 2006 Agreement).

(d) The Unused Property Credit provided pursuant to this Section and the Unused Property Credit provided pursuant to the Lease Agreement between the Company and the County dated December 21, 1995, as amended and as converted to a simplified fee in lieu of tax agreement dated August 21, 2014 (the "2014 Conversion Fee Agreement") shall not, in the aggregate, apply to more than \$100,000,000 of Equipment (as defined in this Fee Agreement and in the 2014 Conversion Fee Agreement) in any one year, without the express written consent of the County.

(e) If, between January 1, 2014 and December 31, 2018, the Company has not invested at least \$50 million in the County, then the amount of the Unused Property Credit shall be reduced prospectively and retroactively based on the following formula:

<u>Actual Investment</u>		=	Investment Achievement
\$50 million			Percentage
100%	X	=	Prospective Reduced
	<u>Investment</u>		Unused Property Credit
	Achievement		
	Percentage		
100% - Investment Achievement Percentage		=	Reduction Factor
Unused Property Credits received X		=	Recapture Amount (Additional
Reduction Factor			Prospective Unused Property
			Credit Reduction)

As indicated in the above formula, a portion of the already received Unused Property Credit may be recaptured. Such recapture amount shall serve to further reduce the Unused Property Credit to which the Company shall be prospectively entitled until such recapture amount is totally offset by means of such further reduction. If such recapture amount is not totally offset by such additional Unused Property Credit reduction within three years after the determination of

such recapture amount, the Company shall pay the County for any recapture amount then remaining. Notwithstanding the foregoing, in the event of a Cessation of Operations (as defined below), the recapture amount shall be due and payable immediately. Subject to the Act, all payments, recaptures, and adjustments under this subsection and otherwise under the 2003 Fee Agreement shall be made without the inclusion or consideration of any penalty or interest component.

For example, assume, on December 31, 2018, an investment of \$45 million, and Unused Property Credits received of \$1,000,000:

<u>\$45 Million (Actual Investment)</u>	=	90% Investment Achievement
\$50 million		Percentage
100% X 90% (Investment Achievement Percentage)	=	90% (Prospective Reduced Unused Property Credit Percentage)
100% - 90%	=	10% (Reduction Factor)
\$1,000,000 (Unused Property Credits received) X 10% (Reduction Factor)	=	\$100,000 (Recapture Amount)

Thus, in the example, (i) the Company's Unused Property Credit percentage going forward would be 90% rather than 100%, and (ii) the immediate next Unused Property Credit(s) would be further reduced by a total of \$100,000.

For purposes of this Section, "**Cessation of Operations**" means the cessation of all or substantially all operations at the Project for six consecutive months; provided, that any period of cessation that results from "force majeure" shall not be included in calculating such six-month period. For purposes of this definition, "force majeure" shall mean circumstances not reasonably within the control of the Company, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; or general shortages of transport, goods, or energy.

(f) If, on December 31st of 2019 or any subsequent year, the Company does not maintain the lesser of (i) \$50 million of investment in the County placed in service between January 1, 2014 and December 31, 2018, or (ii) the amount of post-January 1, 2014 investment that was in the County as of December 31,

2018, then the Unused Property Credits with respect to the immediately following property tax year shall be reduced in an amount that is proportional to such shortfall.

For example, assume that, between January 1, 2014 and December 31, 2018, the Company achieves an investment of at least \$50 million in the County, but, on December 31, 2023, the Company's investment in the County placed in service between January 1, 2014 and December 31, 2018 has been reduced to \$40 million (20% below \$50 million). In such event, the amount of the Unused Property Credit to be provided to the Company with respect to the immediately following property tax year (2024, the Payment-in-Lieu-of-Tax for which would be due by January 15, 2025) would be reduced from 100% to 80% to reflect the Company's 20% shortfall in maintaining its investment.

(g) If there is a Cessation of Operations that begins within 15 years from the Commencement Date, the Company shall be required to repay a portion of the Unused Property Credits received hereunder pursuant to the formula set forth below.

There shall be two parts to the formula. The first part of the formula shall be a fraction, the numerator of which is fifteen minus the number of full years in which the Project was in operation, and the denominator of which is fifteen.

The second part of the formula shall be a percentage. During the first five years after the Commencement Date, this percentage shall be 100%; during the second five years after the Commencement Date, this percentage shall be 60%; and during the third five years after the Commencement Date, this percentage shall be 30%.

In order to determine the amount of any repayment under this subsection, the formula shall work as follows: first, the applicable fraction shall be determined and applied to the Unused Property Credits received, and second, the applicable percentage will be applied to the number produced by step one in order to determine the amount of any repayment.

Thus, for example, and by way of example only, if the Project is in operation for three full years and then there is a Cessation of Operations that begins during the fourth year, and if the Company received Unused Property Credits equal to \$2,000,000 during those three years, then the repayment obligation pursuant to this subsection would equal \$1,600,000 ( $\$2,000,000 \times 12/15$  (80%) =  $\$1,600,000 \times 100\%$  = \$1,600,000).

As another example, and by way of example only, if the Project is in operation for 12 full years and then there is then a Cessation of Operations that begins in the thirteenth year, and if the Company received Unused Property Credits equal to \$10,000,000 during those 12 years, then the repayment obligation pursuant to

this subsection would equal \$600,000 (\$10,000,000 X 3/15 (20%) = \$2,000,000 X 30% = \$600,000).

2. Section 11.2 of the Fee Agreement shall be amended by revising the Company's notice information to read as follows:

Roche Carolina Inc.  
6173 East Old Marion Highway  
Florence, South Carolina 29506-9330  
Attention: Vice President

3. Capitalized terms used in this Amendment and not otherwise defined herein shall be defined as set forth in the 2003 Fee Agreement.

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and ROCHE CAROLINA, INC., each pursuant to due authority, have duly executed this Amendment, as of the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

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

ROCHE CAROLINA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FEE AGREEMENT**

**EFFECTING A CONVERSION OF THAT CERTAIN**

**LEASE AGREEMENT  
DATED AS OF DECEMBER 21, 1995**

**BETWEEN**

**FLORENCE COUNTY, SOUTH CAROLINA**

**AND**

**ROCHE CAROLINA INC.**

**DATED  
AS OF  
AUGUST 21, 2014**

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## FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of August 21, 2014, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and Roche Carolina Inc., a corporation organized and existing under the laws of the State of South Carolina (the "Company").

### WITNESSETH:

WHEREAS, the County 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 investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, as described below, the Company previously acquired certain facilities used at its existing facility in the County (the "Original Project");

WHEREAS, pursuant to Title 4, Chapter 29 of the Code of Laws of South Carolina, 1976, as amended (the "Old Act"), the County and the Company entered into a May 20, 1993 Inducement Agreement and a December 21, 1995 fee-in-lieu of taxes ("FILOT") Lease Agreement (the "1995 FILOT Lease") with respect to certain real and personal property investments by the Company in the County (the "Original Project");

WHEREAS, pursuant to the 1995 FILOT Lease, the County agreed to provide certain reduced FILOT payments to the Company with respect to the Original Project;

WHEREAS, pursuant to the 1995 FILOT Lease, the Company transferred title to the Original Project to the County and leased the Original Project back from the County;

WHEREAS, pursuant to a December 22, 1999 Infrastructure Credit Agreement between the County and the Company, the County provided the Company with an Annual Infrastructure Credit (as defined therein) to be applied against the FILOT payments to be made by the Company to the County pursuant to the 1995 FILOT Lease;

WHEREAS, pursuant to an Inducement Resolution dated April 17, 2014 (the "Inducement Resolution"), the County committed to, among other things, convert the 1995 FILOT Lease, which was entered into under the Old Act, to a Fee Agreement under the Act;

WHEREAS, the Company desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to any portion thereof;

WHEREAS, Section 12-44-170 (the “**Conversion Provision**”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act, and, in connection with such conversion, to obtain from the applicable county title to the property that is subject to such FILOT arrangement;

WHEREAS, the County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Company its right, title and interest in and to the Original Project;

WHEREAS, in order (i) to satisfy the requirements of the Conversion Provision, (ii) to extend the term of the FILOT arrangement by 10 years, (iii) to offset future FILOT payments on Company personal property that is located in the County but no longer used by the Company, and (iv) to make certain amendments to update the terms of the 1995 FILOT Lease as necessary or appropriate, this Fee Agreement has been prepared and presented to the County;

WHEREAS, the County has determined that this Fee Agreement meets the applicable requirements of the Act;

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof; and

WHEREAS, pursuant to an Ordinance adopted on August 21, 2014 (the “**Ordinance**”), the County Council authorized the County to enter into this Fee Agreement with the Company.

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

## **ARTICLE I WAIVER OF RECAPITULATION; DEFINITIONS**

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.

**SECTION 1.2. *Rules of Construction; Use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document or statute

shall include any amendments to that document or statute, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Law"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Law.

### **SECTION 1.3. Definitions.**

**"Act"** means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof, as the same may be amended from time to time.

**"Annual Infrastructure Credit"** means the 16.67% annual credit against Payments-in-Lieu-of-Taxes as described in Section 6.2 hereof, which credit is granted by the County to the Company for the purpose of defraying a portion of the cost of the Infrastructure Improvements pursuant to the Infrastructure Law under one or more of the Act, the Infrastructure Law and the MCIP Law.

**"Cessation of Operations"** means the cessation of all or substantially all operations at the Project for six consecutive months; provided, that any period of cessation that results from "force majeure" shall not be included in calculating such six-month period. For purposes of this definition, "force majeure" shall mean circumstances not reasonably within the control of the Company, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; or general shortages of transport, goods, or energy.

**"Chair"** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**"Clerk"** means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

**"Company"** means Roche Carolina Inc., a corporation duly organized under the laws of the State of South Carolina, and its successors and assigns.

**"Conversion Provision"** means section 12-44-170 of the Act.

**"County"** means Florence County, South Carolina, and its successors and assigns.

**“County Administrator”** means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“County Council”** means the County Council of the County.

**“Documents”** means the Ordinance and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located at the Site to the extent such property has become or becomes a part of the Project under this Fee Agreement.

**“Event of Default”** means any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of August 21, 2014, between the County and the Company.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 6.5 hereof.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached hereto, to the extent such additions, accessions, replacements, and substitutions and fixtures have become or become part of the Project under this Fee Agreement.

**“Inducement Agreement”** means the May 21, 1993 Inducement Agreement and Millage Rate Agreement between the Company and the County.

**“Inducement Resolution”** means the Resolution of the County Council adopted on April 17, 2014, committing the County, under certain conditions, to enter into the Fee Agreement.

**“Infrastructure Improvements”** means the designing, acquiring, constructing, improving or expanding of the infrastructure serving the County or the Project and improved or unimproved real estate, buildings and structural components of buildings used in the operation of the Project, in accordance with one or more of the provisions of the Infrastructure Law. Personal property shall not be included in the definition of Infrastructure Improvements for any purposes under this Agreement, unless the Company provides written notice to the County under this Agreement expressly stating that personal property shall be so included.

**“Infrastructure Law”** means the provisions of Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and/or Section 12-44-70 of the Act.

**“Investment Period”** means the period beginning on the first day that Project property is purchased or acquired and ending on December 31, 2002 (seven years after December 31, 1995).

**“Lease”** means the December 21, 1995 fee-in-lieu-of taxes Lease between the County and the Company.

**“MCIP Law”** means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Multi-County Industrial Park”** or **“MCIP”** means an industrial or business park established by two or more counties acting under the provisions of the MCIP Law.

**“Ordinance”** means the Ordinance adopted by the County on August 21, 2014, authorizing this Fee Agreement.

**“Original Project”** means the property subject to the Lease.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 6.1 of this Fee Agreement.

**“Prior Documents”** means the Lease and the Inducement Agreement.

**“Project”** means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. For purposes of this Fee Agreement, the parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a DOR Form PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

**“Real Property”** means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement. The land referenced in the foregoing sentence shall also include additional land in the County, as described in the definition of “Site” in this Section.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 6.4 hereof.

**“Site”** means one or more sites at which Project property is located in the County and shall include (i) the land identified on Exhibit A hereto and (ii) future sites in the County, which shall be noted on schedules or supplements to Exhibit B hereto; provided, that (A) any requirement that the Company provide such schedules or supplements with respect to future sites may be satisfied by the Company identifying such sites as part of the Company’s annual filing with the DOR of a DOR Form PT-300 or such comparable forms or schedules as the DOR may provide in connection with projects subject to the Act, and (ii) the millage rate applicable to each site (other than the land identified on Exhibit A hereto, with respect to which the applicable millage rate shall be 156.8, as provided in Section 6.1(a) hereof), shall be, with respect to each such site, a millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30, 1993.

**“Stage”** means the Equipment, Improvements and Real Property, if any, that are placed in service during each year of the Investment Period.

**“State”** means the State of South Carolina.

**“Unused Property”** means Equipment that is subject to this Fee Agreement but that has not been used by the Company for over a year. If Unused Property is subsequently used by the Company, such property shall lose its status as Unused Property hereunder, and any such re-used property shall be subsequently deemed Unused Property hereunder only if, subsequent to such re-use, such property is, once again, not used by the Company for over a year.

**“Unused Property Credit”** means the credit against Payments-in-Lieu-of-Taxes as described in Section 6.3 hereof, which credit is granted by the County to the Company for the purpose of defraying a portion of the cost of the Infrastructure Improvements pursuant to the Infrastructure Law under one or more of the Act, the Infrastructure Law and the MCIP Law.

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

## **ARTICLE II**

### **CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE**

**SECTION 2.1. Election to Convert.** Pursuant to the Conversion Provision, the Company hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Company’s election to convert as required by the Act.

**SECTION 2.2. *Replacement of Lease and Related Documents.*** The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all fee-in-lieu of tax arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that, upon the re-conveyance of assets described in Section 2.3 hereof, the Prior Documents are terminated. The parties also agree that the term, the assessment ratio, the millage rate, and the payments to be made by the Company under this Fee Agreement shall remain the same as under the Prior Documents, except that, as provided in Section 6.3 hereof, the Fee Term hereunder shall be 30 years.

**SECTION 2.3. *Conveyance on Conversion.*** Simultaneously with the execution and delivery of this Fee Agreement, the County has by one or more quitclaim deeds and bills of sale conveyed to the Company or its designee all assets comprising the Original Project that are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Company or its designee to evidence or confirm such conveyance.

**SECTION 2.4. *Statutory Accommodation.*** The Company acknowledges that it has prepared a Quit-Claim Deed and Bill of Sale to be executed by the County in connection with the conversion of the Lease to this Fee Agreement. The Company acknowledges that the County took title to the real estate and personal property subject to such Quit-Claim Deed and Bill of Sale as a statutory accommodation to the Company and likewise has agreed to execute the Quit-Claim Deed and Bill of Sale as a statutory accommodation to the Company.

### **ARTICLE III LIMITATION OF LIABILITY; INDUCEMENT**

**SECTION 3.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers, but shall be payable solely out of the funds received by it under the Documents.

**SECTION 3.2. *Inducement.*** The County and the Company acknowledge that pursuant to the Act, and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

### **ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS**



**SECTION 4.1. Representations and Warranties of the County.** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(g) Based on the information provided to the County, the Project constitutes a "project" within the meaning of the Act.

(h) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

**SECTION 4.2. *Covenants by the County.*** The County covenants with the Company as follows:

(a) The County agrees to do all things reasonably necessary in connection with this Fee Agreement, including but not limited to performance of its obligations under the Documents and the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) The County agrees to consider any request by the Company for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. The grant of any such extension by the County may be authorized by either an ordinance or a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company in the Company's filing with the DOR of a copy of such extension within the time period required under the Act.

(c) The County agrees to take such steps as may be necessary to keep the Project in a Multi-County Industrial Park during the Fee Term, in order that the Company will receive the full benefit of the Annual Infrastructure Credit and the Unused Property Credit.

**SECTION 4.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) To the Company's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would materially adversely affect the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Company anticipates that it will invest approximately \$50 million (without regard to whether some or all of the investment is included as economic development property under the Act) in the County between January 1, 2014 and December 31, 2018.

(g) The Company has complied with all investment requirements such that no additional payments are due to the County pursuant to the Lease or the December 22, 1999 Infrastructure Credit Agreement between the County and the Company (as amended).

**ARTICLE V**  
**COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS**

**SECTION 5.1. *The Project.***

(a) The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprises the Project.

(b) Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

**SECTION 5.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the Project, and may at any time terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X.

**SECTION 5.3. *Modifications to Project.*** The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

**ARTICLE VI**  
**PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF**  
**PROPERTY; REPLACEMENT PROPERTY; FEE TERM**

**SECTION 6.1. *Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes for so long as such property is subject to this Fee Agreement. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 6.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and, subject to the provisions set forth in the definition of "Site" in Section 1.3, a millage rate of 156.8 mills. Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, (A) if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; (B) otherwise, the real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the Fee Term hereof. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project. Notwithstanding any other provision of this Section, the County hereby agrees that the Company automatically shall be entitled to receive and take a credit against such Payments-in-Lieu-of-Taxes in an amount equal to the Annual Infrastructure Credit and Unused Property Credit as set forth in Sections 6.2 and 6.3 hereof.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b), above, for a period not exceeding 30 years, in accordance with the provisions of Section 6.5 hereof,

following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a) and (b), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b), above, for the period of time remaining on the 30-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If the Company does not timely meet the minimum investment level required under Section 12-44-130 of the Act, this Fee Agreement shall terminate and the Company shall make the payments to the County required by Section 12-44-140(B) of the Act.

(f) If at any time during the Fee Term following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsections (a) and (b) above in accordance with Section 12-44-140(C) of the Act, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

#### **SECTION 6.2. *Annual Infrastructure Credit.***

(a) Beginning with the Payments-in-Lieu-of-Taxes due on January 15, 2000, and ending when this Fee Agreement terminates, the Company automatically shall be entitled to receive and take each year a 16.67% credit against its Payments-in-Lieu-of-Taxes (the "**Annual Infrastructure Credit**"); provided, however, that if the Company does not invest at least \$45,000,000 in additional real property and/or tangible personal property in the County between August 1, 1999, and December 31, 2005, the Company shall no longer be entitled to receive and take the Annual Infrastructure Credit, and the Company shall be required to pay to the County an amount equal to the aggregate amount of the Annual Infrastructure Credits received and taken by the Company. The Company shall provide the County with any such repayment obligation no later than June 1, 2006.

(b) As of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure Improvements shall equal or exceed the cumulative dollar amount of all the Annual Infrastructure Credits and Unused Property Credits received by the Company.

**SECTION 6.3. Unused Property Credit.**

(a) In addition to the 16.67% Annual Infrastructure Credit provided in Section 6.2 hereof, the Company automatically shall be entitled to receive and take an Unused Property Credit as set forth in this Section.

(b) Beginning with respect to property tax year 2015 (the Payment-in-Lieu-of-Taxes for which will be due by January 15, 2016) and continuing each year until this Fee Agreement terminates, the Company shall automatically be entitled to receive and take, in addition to the Annual Infrastructure Credit, a credit against its Payment-in-Lieu-of-Taxes in a dollar amount equal to the Payment-in-Lieu-of-Taxes, if any, to be made for such year on Unused Property (the "Unused Property Credit").

(c) Although, as set forth in subsection (b) above, the dollar amount of the Unused Property Credit for each year shall be determined based upon the amount of that year's Payment-in-Lieu-of-Taxes applicable to Unused Property, the legal basis for actually taking such credit shall be the cost of Infrastructure Improvements made by the Company. Accordingly, the Company shall not be subject to the potential application of the repayment provision of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina, 1976, as amended.

(d) The Unused Property Credit provided pursuant to this Fee Agreement and the Unused Property Tax Credit provided pursuant to the August 21, 2014 Amendment to the 2003 Fee Agreement between the County and the Company shall, in the aggregate, apply to no more than \$100,000,000 of Equipment (as defined in this Fee Agreement and in the 2003 Fee Agreement, as amended) in any one year without the express written consent of the County.

(e) If, between January 1, 2014 and December 31, 2018, the Company has not invested at least \$50 million in the County, then the amount of the Unused Property Credit shall be reduced prospectively and retroactively based on the following formula:

$$\begin{array}{lcl}
 \frac{\text{Actual Investment}}{\$50 \text{ million}} & = & \text{Investment Achievement Percentage} \\
 100\% \quad \times \quad \text{Investment Achievement Percentage} & = & \text{Prospective Reduced Unused Property Credit} \\
 100\% - \text{Investment Achievement Percentage} & = & \text{Reduction Factor} \\
 \text{Unused Property Credits received} \times \text{Reduction Factor} & = & \text{Recapture Amount (Additional Prospective Unused Property Credit Reduction)}
 \end{array}$$

As indicated in the above formula, a portion of the already received Unused Property Credit may be recaptured. Such recapture amount shall serve to further reduce the Unused Property Credit to which the Company shall be prospectively entitled until such recapture amount is totally offset by means of such further reduction. If such recapture amount is not totally offset by such additional Unused Property Credit reduction within three years after the determination of such recapture amount, the Company shall pay the County for any recapture amount then remaining. Notwithstanding the foregoing, in the event of a Cessation of Operations, the recapture amount shall be due and payable immediately. Subject to the Act, all payments, recaptures, and adjustments under this subsection and otherwise under this Fee Agreement shall be made without the inclusion or consideration of any penalty or interest component.

For example, assume, on December 31, 2018, an investment of \$45 million, and Unused Property Credits received of \$1,000,000:

<u>\$45 Million (Actual Investment)</u>	=	90% Investment Achievement
\$50 million		Percentage
100% X 90% (Investment Achievement Percentage)	=	90% (Prospective Reduced Unused Property Credit Percentage)
100% - 90%	=	10% (Reduction Factor)
\$1,000,000 (Unused Property Credits received) X 10% (Reduction Factor)	=	\$100,000 (Recapture Amount)

Thus, in the example, (i) the Company's Unused Property Credit percentage going forward would be 90% rather than 100%, and (ii) the immediate next Unused Property Credit(s) would be further reduced by a total of \$100,000.

(f) If, on December 31st of 2019 or any subsequent year, the Company does not maintain the lesser of (i) \$50 million of investment in the County placed in service between January 1, 2014 and December 31, 2018, or (ii) the amount of post-January 1, 2014 investment that was in the County as of December 31, 2018, then the Unused Property Credits with respect to the immediately following property tax year shall be reduced in an amount that is proportional to such shortfall.

For example, assume that, between January 1, 2014 and December 31, 2018, the Company achieves an investment of at least \$50 million in the County, but, on December 31, 2023, the Company's investment in the County placed in service between January 1, 2014 and December 31, 2018 has been reduced to \$40 million (20% below \$50 million). In such event, the amount of the Unused Property Credit to be provided to the Company with respect to the immediately following property tax year (2024, the Payment-in-Lieu-of-Tax for which would be due by January 15, 2025) would be reduced from 100% to 80% to reflect the Company's 20% shortfall in maintaining its investment.

(g) If there is a Cessation of Operations that begins at the Project within 15 years from the Commencement Date, the Company shall be required to repay a portion of the Unused Property Credits received hereunder pursuant to the formula set forth below.

There shall be two parts to the formula. The first part of the formula shall be a fraction, the numerator of which is fifteen minus the number of full years in which the Project was in operation, and the denominator of which is fifteen.

The second part of the formula shall be a percentage. During the first five years after the Commencement Date, this percentage shall be 100%; during the second five years after the Commencement Date, this percentage shall be 60%; and during the third five years after the Commencement Date, this percentage shall be 30%.

In order to determine the amount of any repayment under this subsection, the formula shall work as follows: first, the applicable fraction shall be determined and applied to the Unused Property Credits received, and second, the applicable percentage will be applied to the number produced by step one in order to determine the amount of any repayment.

Thus, for example, and by way of example only, if the Project is in operation for three full years and then there is a Cessation of Operations that begins during the fourth year, and if the Company received Unused Property Credits equal to \$2,000,000 during those three years, then the repayment obligation pursuant to this subsection would equal \$1,600,000 ( $\$2,000,000 \times 12/15 (80\%) = \$1,600,000 \times 100\% = \$1,600,000$ ).

As another example, and by way of example only, if the Project is in operation for 12 full years and then there is then a Cessation of Operations that begins during the thirteenth year, and if the Company received Unused Property Credits equal to \$10,000,000 during those 12 years, then the repayment obligation pursuant to this subsection would equal \$600,000 ( $\$10,000,000 \times 3/15 (20\%) = \$2,000,000 \times 30\% = \$600,000$ ).

#### **SECTION 6.4. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 6.1(d) hereof and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 6.1(a) hereof shall be reduced by the amount thereof applicable to



any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated, to the extent permitted by the Act, as Replacement Property.

**SECTION 6.5. Fee Term.** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is 30 years following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period or such longer period of time as shall be legally permitted under the Act and agreed to by the parties. Such 30-year Term represents a 10-year extension of the 20-year Term of the Lease, which extension is being provided by the County pursuant to Section 12-44-30(21) of the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 11.1 hereof.

## ARTICLE VII PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 7.1. Protection of Tax Exempt Status of the Project.** In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State or any political subdivision thereof, the County and the Company covenant that:

(a) to the extent allowed by law, all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State in which any part of the Project is located; provided, however, that the Company may terminate this Fee Agreement as provided in Section 11.1 hereof.

**SECTION 7.2. Rescission and Reversion in the Event of Termination.** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion

thereof are subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 12.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

## ARTICLE VIII EFFECTIVE DATE

**SECTION 8.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE IX SPECIAL COVENANTS

**SECTION 9.1. *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or with the prior written consent of the Company, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than the County would have concerning any other property or property taxpayer in the County. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to use its best efforts to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**SECTION 9.2. *Indemnification Covenants; Legal Fees.***

(a) The Company shall indemnify and hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability (including reasonable attorneys' fees) based on those reasons set forth in subsection (b), below.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability, claim or loss to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims, by or on behalf of any person or entity, arising out of same, and all costs and expenses incurred in connection with any such claim.

(c) Notwithstanding the foregoing subsections (a) and (b), the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

(d) The Company agrees to pay the County's reasonable out-of-pocket attorneys' fees incurred by the County in connection with the preparation, negotiation and execution of the Documents, and related matters; provided, however, that the total attorneys' fees to be paid by the Company under this subsection and under the counterpart attorneys' fees provisions of the new, August 21, 2014 Fee Agreement between the Company and the County, and the August 21, 2014 Amendment to the 2003 Fee Agreement between the County and the Company shall not exceed, in the aggregate, \$6,000.

**SECTION 9.3. Assignment and Leasing.** With the County's consent, approval or ratification, which shall not be unreasonably withheld, any or all of the Company's interest in Project property and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity in accordance with the Act; provided, however, that such consent, approval or ratification is not required in connection with financing-related transfers, including but not limited to sale-leaseback arrangements, or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to and approves in advance any transfer or assignment by the Company to any Company Affiliate of all or any part of its interest in Project property and/or this Fee Agreement. For purposes of this Section, a "Company Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The County agrees that the County can provide any required consent, approval or subsequent ratification under this Section either by a resolution of County Council or by a letter or other writing executed by the County Administrator. Except as otherwise required by

the Act, a transaction or an event of sale, assignment, leasing, sale-leaseback, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement in whole or in part or serve as a basis for changing the Payments-in-Lieu-of-Taxes due under Section 12-44-50 of the Act.

## ARTICLE X EVENTS OF DEFAULT AND REMEDIES

**SECTION 10.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 10.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such period of inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect; or

(d) A Cessation of Operations.

### **SECTION 10.2. *Remedies on Default.***

(a) Whenever any Event of Default under Section 10.1 hereof shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due, and, in addition, the County may terminate this Agreement. As set forth in section 11.1, the Company may

terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default.

(b) Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49, Code of Laws of South Carolina, 1976, as amended) and the Act relating to the enforced collection of taxes.

**SECTION 10.3. Remedies on Default by the County.** In the event of a breach by the County of any provision contained in this Fee Agreement, the Company may take whatever action at law or in equity may appear legally required, necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the County under the Documents.

**SECTION 10.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents or by law, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 10.5. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE XI COMPANY OPTION TO TERMINATE

**SECTION 11.1. Company Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become prospectively but not retroactively liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project.

## ARTICLE XII MISCELLANEOUS

**SECTION 12.1. *Leased Equipment.*** The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 6.1(a), to be applicable to personal property to be installed in the buildings and leased to, but not purchased by, the Company from one or more third parties under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

**SECTION 12.2. *Notices.*** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

Roche Carolina Inc.  
6173 East Old Marion Highway  
Florence, South Carolina 29506-9330  
Attention: Vice President

With a copy (which shall not constitute notice to the Company) to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201

Attention: George B. Wolfe, Esq.

If to the County:

Florence County, South Carolina  
Attention: Florence County Finance Director  
City/County Complex  
180 North Irby Street  
Florence, South Carolina 29501

With a copy (which shall not constitute notice to the County) to:

Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, Suite 2200  
Columbia, SC 29201  
Attention: William R. Johnson, Esq.

Any notice shall be deemed to have been received as follows: (i) by personal delivery, upon receipt; (ii) by certified mail, three business days after delivery to the U.S. Postal authorities by the party serving notice; and (iii) by overnight mail, upon delivery.

**SECTION 12.3. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 12.4. *Rescission and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes or the credit arrangements described in Article VI hereof are determined to be invalid in their entirety by any court of competent jurisdiction, the parties hereby agree that, except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of the Act or this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to the Act, the Infrastructure Law, and Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, 1976, as amended.

**SECTION 12.5. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 12.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, and any other County consent, approval or ratification referred to in the Act or this Fee Agreement, may be provided by a resolution of County Council or by any other form of consent, approval or ratification allowed by law.

**SECTION 12.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 12.8. *Law Governing Construction of Fee Agreement.*** The laws of the State shall govern the construction of this Fee Agreement.

**SECTION 12.9. Filings.**

(a) The Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act during the Fee Term. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within 30 days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

**SECTION 12.10. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 12.11. Further Assurance.** From time to time the County agrees to execute and deliver to the Company such additional instruments and/or assurances as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and ROCHE CAROLINA INC., pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**FLORENCE COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Florence County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**ROCHE CAROLINA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**

**DESCRIPTION OF LAND**

All that certain piece, parcel or lot of land containing 219.343 acres, more or less, located in Florence County, South Carolina, fronting on State Route 24 near its intersection with the Seaboard Coastline Railroad as more particularly described in a Plat dated December 6, 1995, prepared for Roche Carolina Inc. and recorded in the Office of the Clerk of Court for Florence County, South Carolina, in Plat Book 59 at Page 117 on December 15, 1995, reference to which is hereby made for the metes and bounds thereof.

This being a portion of the same property conveyed to Roche Carolina Inc. by deed from Philip Britton recorded in the Office of the Clerk of Court for Florence County in Deed Book A351 at Page 757 on November 11, 1991.

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## EXHIBIT B

### DESCRIPTION OF SITES

The initial site is the land identified on Exhibit A to this Fee Agreement.

On or about May 15, 2015 and each May 15 thereafter during the term of this Fee Agreement, the Company shall, in the event that it elects to add or relocate any site in the County during the calendar year ending the preceding December 31, provide a schedule or supplement reflecting such added or relocated site, which schedule or supplement shall become part of this Fee Agreement; provided, that such requirement that the Company provide such schedule or supplement may be satisfied by the Company's filing with DOR of a DOR Form PT-300 and Schedule S or such comparable form or schedule as DOR may provide in connection with projects subject to the Act.

~#4840-1837-6730 v.7 - 8/4/14~

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**FEE AGREEMENT**

BETWEEN

**FLORENCE COUNTY, SOUTH CAROLINA**

AND

**ROCHE CAROLINA INC.**

DATED  
AS OF  
AUGUST 21, 2014

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## FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of August 21, 2014, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and Roche Carolina Inc., a corporation organized and existing under the laws of the State of South Carolina (the "Company").

### WITNESSETH:

WHEREAS, the County 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 investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County and the Company desire to enter into a Fee Agreement as defined in the Act concerning an expansion of the Company's existing operation which is located in the County, and which will consist of certain buildings or other improvements thereon and/or machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein for the purpose of adding certain products, research, development, production and/or manufacturing capabilities and other expansion investments and any and all activities relating thereto,

WHEREAS, the Project (as defined in Section 1.3) is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, pursuant to the Act, the County finds that (a) 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; (b) 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 its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, pursuant to an Inducement Resolution dated April 17, 2014 (the "Inducement Resolution"), the County committed, under certain conditions, to enter into a Fee Agreement with the Company (referred to in the Inducement Resolution as "Project

Olympus”), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act;

WHEREAS, it is anticipated that the Project will represent an investment of \$50 million or more in the County (without regard to whether some or all of the investment is included as economic development property under the Act);

WHEREAS, under the provisions of the Infrastructure Law (as defined in Section 1.3), the County is authorized to use revenues received from payments of fees-in-lieu of taxes under the Infrastructure Law, the Act and/or the MCIP Law (as defined in Section 1.3) 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 in order to enhance the economic development of the County;

WHEREAS, the Company has requested the County, and pursuant to the Inducement Resolution the County committed, to use a portion of the above aforementioned payments for the purpose of defraying the costs of certain Infrastructure Improvements (as defined in Section 1.3) used in the operation of the Project as permitted by the Infrastructure Law;

WHEREAS, the County Council, having found that the Infrastructure Improvements 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 to provide an Annual Infrastructure Credit (as defined in Section 1.3) against payments of fees-in-lieu of taxes to be made concerning the Project pursuant to the Infrastructure Law, the Act and/or the MCIP Law; and

WHEREAS, pursuant to an Ordinance adopted on August 21, 2014 (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company.

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

## ARTICLE I WAIVER OF RECAPITULATION; DEFINITIONS

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.



**SECTION 1.2. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document or statute shall include any amendments to that document or statute, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Law"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Law.

**SECTION 1.3. Definitions.**

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof, as the same may be amended from time to time.

"Annual Infrastructure Credit" means an annual credit against Payments-in-Lieu-of-Taxes as described in Section 5.2 hereof, which credit is granted by the County to the Company for the purpose of defraying a portion of the cost of the Infrastructure Improvements pursuant to the Infrastructure Law under one or more of the Act, the Infrastructure Law and the MCIP Law.

"Cessation of Operations" means the cessation of all or substantially all operations at the Project for six consecutive months; provided, that any period of cessation that results from "force majeure" shall not be included in calculating such six-month period. For purposes of this definition, "force majeure" shall mean circumstances not reasonably within the control of the Company, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; or general shortages of transport, goods, or energy.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the

property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement. The parties agree that the Commencement Date is December 31, 2014.

**“Company”** means Roche Carolina Inc., a corporation duly organized under the laws of the State of South Carolina, and its successors and assigns.

**“County”** means Florence County, South Carolina, and its successors and assigns.

**“County Administrator”** means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“County Council”** means the County Council of the County.

**“Documents”** means the Ordinance and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property has become or becomes a part of the Project under this Fee Agreement.

**“Event of Default”** means any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of August 21, 2014, between the County and the Company.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.4 hereof.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached hereto, to the extent such additions, accessions, replacements, and substitutions and fixtures have become or become part of the Project under this Fee Agreement.

**“Inducement Resolution”** means the Resolution of the County Council adopted on April 17, 2014, committing the County, under certain conditions, to enter into the Fee Agreement.

**“Infrastructure Improvements”** means the designing, acquiring, constructing, improving or expanding of the infrastructure serving the County or the Project and improved or unimproved real estate, buildings and structural components of buildings used in the

operation of the Project, in accordance with one or more of the provisions of the Infrastructure Law. Personal property shall not be included in the definition of Infrastructure Improvements for any purposes under this Agreement, unless the Company provides written notice to the County under this Agreement expressly stating that personal property shall be so included.

**“Infrastructure Law”** means the provisions of Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and/or Section 12-44-70 of the Act.

**“Investment Period”** means the period beginning with the first day that Project property is purchased or acquired, and ending on the last day of the tenth property tax year (which 10 years includes a five-year base period plus a five-year extension period as authorized under the Act) following the December 31, 2014 Commencement Date.

**“MCIP Law”** means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Multi-County Industrial Park”** or **“MCIP”** means an industrial or business park established by two or more counties acting under the provisions of the MCIP Law.

**“Ordinance”** means the Ordinance adopted by the County on August 21, 2014, authorizing this Fee Agreement.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

**“Project”** means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. For purposes of this Fee Agreement, the parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a DOR Form PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

**“Real Property”** means the land identified on Exhibits A and B hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement. The land referenced in the foregoing sentence shall also include additional land in the County, as described in the definition of “Site” in this Section. The County and the Company acknowledge and agree that the land identified in Exhibit A hereto and any Improvements or other property placed in service on such land prior to January 1, 2014 are not eligible for inclusion as economic development

property under the Act pursuant to this Fee Agreement and shall not be entitled to the reduced Payments-in-Lieu-of-Taxes pursuant to Article V of this Fee Agreement (although such property shall be eligible for fee-in-lieu of tax benefits and other benefits to the extent made available pursuant to other applicable agreements with the County or applicable law).

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.3 hereof.

**“Site”** means one or more sites at which Project property is located in the County and shall include (i) the land identified on Exhibit A hereto, and (ii) future sites in the County, which shall be noted on schedules or supplements to Exhibit B hereto; provided, that (A) any requirement to provide such schedules or supplements with respect to future sites may be satisfied by identifying such sites as part of the Company’s annual filing with the DOR of a DOR Form PT-300 or such comparable forms or schedules as DOR may provide in connection with projects subject to the Act, and (B) the millage rate applicable to each site (other than the land identified on Exhibit A hereto, with respect to which the applicable millage rate hereunder shall be 338.1, as provided in Section 5.1(a) hereof) shall be, with respect to each such site, the legally levied cumulative property tax millage rate applicable on June 30, 2014.

**“Stage”** means Equipment, Improvements and Real Property, if any, that are placed in service during each year of the Investment Period.

**“State”** means the State of South Carolina.

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

## ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

**SECTION 2.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers, but shall be payable solely out of the funds received by it under the Documents.

**SECTION 2.2. *Inducement.*** The County and the Company acknowledge that pursuant to the Act, and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

**ARTICLE III**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 3.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(g) Based on the information provided to the County, the Project constitutes a "project" within the meaning of the Act.

(h) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the Company as follows:

(a) The County agrees to do all things reasonably necessary in connection with this Fee Agreement, including but not limited to performance of its obligations under the Documents and the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) The County agrees to take such steps as may be necessary to keep the Project in a Multi-County Industrial Park during the Fee Term, in order that the Company will receive the full benefit of the Annual Infrastructure Credit.

**SECTION 3.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) To the Company's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would materially adversely affect the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Company anticipates that the Project will represent an investment of approximately \$50 million (without regard to whether some or all of the investment is included as economic development property under the Act).

#### **ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS**

##### **SECTION 4.1. *The Project.***

(a) The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property that comprises the Project.

(b) Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

**SECTION 4.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the Project, and may at any time terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X.

**SECTION 4.3. *Modifications to Project.*** The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

#### **ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; FEE TERM**

**SECTION 5.1. *Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act,

and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and, subject to the provisions set forth in the definition of "Site" in Section 1.3, a millage rate of 338.1 mills. Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, (A) if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; (B) otherwise, the real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the Fee Term beginning with respect to property tax year 2015, the Payment-in-Lieu-of-Taxes for which will be due by January 15, 2016. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due, as stated above, by January 15, 2016. Notwithstanding any other provision of this Section, the County hereby agrees that the Company automatically shall be entitled to receive and take a credit against such Payments-in-Lieu-of-Taxes in an amount equal to the Annual Infrastructure Credit as set forth in Section 5.2 hereof.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b), above, for a period not exceeding 30 years, in accordance with the provisions of Section 5.4 hereof, following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation



of payments pursuant to subsections (a) and (b), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b), above, for the period of time remaining on the 30-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If the Company does not timely meet the minimum investment level required under Section 12-44-130 of the Act, this Fee Agreement shall terminate and the Company shall make the payments to the County required by Section 12-44-140(B) of the Act.

(f) If at any time during the Fee Term following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsections (a) and (b) above in accordance with Section 12-44-140(C) of the Act, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

**SECTION 5.2. Annual Infrastructure Credit.**

(a) For each and every annual Payment-in-Lieu-of-Tax to be made under this Fee Agreement - beginning with the Payment-in-Lieu-of-Taxes for property tax year 2015, which will be due by January 15, 2016, and continuing until the last Payment-in-Lieu-of-Taxes to be made under this Fee Agreement - the Company automatically shall be entitled to receive and take an Annual Infrastructure Credit in the form of a credit of 50% against such Payment-in-Lieu-of-Taxes.

(b) If, between January 1, 2014 and December 31, 2018, the Company has not invested at least \$50 million in the County, then the amount of the Annual Infrastructure Credit shall be reduced prospectively and retroactively based on the following formula:

$$\begin{array}{lcl}
 \frac{\text{Actual Investment}}{\$50 \text{ million}} & = & \text{Investment Achievement Percentage} \\
 \\
 \frac{\text{Annual Infrastructure Credit Percentage} \times \text{Investment Achievement}}{\text{Investment Achievement}} & = & \text{Prospective Reduced Annual Infrastructure}
 \end{array}$$

Percentage	=	Credit Percentage
100% - Investment Achievement Percentage	=	Reduction Factor
Infrastructure Credits received <u>X</u> Reduction Factor	=	Recapture Amount (Additional Prospective Annual Infrastructure Credit Reduction)

As indicated in the above formula, a portion of the already received Annual Infrastructure Credit may be recaptured. Such recapture amount shall serve to further reduce the Annual Infrastructure Credit to which the Company shall be prospectively entitled until such recapture amount is totally offset by means of such further reduction. If such recapture amount is not totally offset by such additional Annual Infrastructure Credit reduction within three years after the determination of such recapture amount, the Company shall pay the County for any recapture amount then remaining. Notwithstanding the foregoing, in the event of a Cessation of Operations, the recapture amount shall be due and payable immediately. Subject to the Act, all payments, recaptures, and adjustments under this subsection and otherwise under this Fee Agreement shall be made without the inclusion or consideration of any penalty or interest component.

For example, assume, on December 31, 2018, an investment of \$45 million, and Annual Infrastructure Credits received of \$1,000,000:

<u>\$45 Million (Actual Investment)</u> \$50 million	=	90% Investment Achievement Percentage
50% (Annual Infrastructure Credit Percentage) X 90% (Investment Achievement Percentage)	=	45% (Prospective Reduced Annual Infrastructure Credit Percentage)
100% - 90%	=	10% (Reduction Factor)
\$1,000,000 (Annual Infrastructure Credits received) X 10% (Reduction Factor)	=	\$100,000 (Recapture Amount)

Thus, in the example, (i) the Company's Annual Infrastructure Credit percentage going forward would be reduced from 50% to 45%, and (ii) the immediate next Annual Infrastructure Credit(s) would be further reduced by a total of \$100,000.

(c) If, on December 31st of 2019 or any subsequent year, the Company does not maintain the lesser of (i) \$50 million of investment in the County placed in service between January 1, 2014 and December 31, 2018, or (ii) the amount of post-January 1, 2014 investment that was in the County as of December 31, 2018, then the amount of the Annual

Infrastructure Credit with respect to the immediately following property tax year shall be reduced in an amount that is proportional to such shortfall.

For example, assume that, between January 1, 2014 and December 31, 2018, the Company achieves an investment of at least \$50 million in the County, but, on December 31, 2023, the Company's investment in the County placed in service between January 1, 2014 and December 31, 2018 has been reduced to \$40 million (20% below \$50 million). In such event, the amount of the Annual Infrastructure Credit to be provided to the Company with respect to the immediately following property tax year (2024, the Payment-in-Lieu-of-Tax for which would be due by January 15, 2025) would be reduced by 20%, from 50% to 40%, to reflect the Company's 20% shortfall in maintaining its investment.

(d) If there is a Cessation of Operations at the Project that begins within 15 years from the Commencement Date, the Company shall be required to repay a portion of the Annual Infrastructure Credits received hereunder pursuant to the formula set forth below.

There shall be two parts to the formula. The first part of the formula shall be a fraction, the numerator of which is fifteen minus the number of full years in which the Project was in operation, and the denominator of which is fifteen.

The second part of the formula shall be a percentage. During the first five years after the Commencement Date, this percentage shall be 100%; during the second five years after the Commencement Date, this percentage shall be 60%; and during the third five years after the Commencement Date, this percentage shall be 30%.

In order to determine the amount of any repayment under this Section, the formula shall work as follows: first, the applicable fraction shall be determined and applied to the Annual Infrastructure Credits received, and second, the applicable percentage will be applied to the number produced by step one in order to determine the amount of any repayment.

Thus, for example, and by way of example only, if the Project is in operation for three full years and then there is a Cessation of Operations that begins during the fourth year, and if the Company received Annual Infrastructure Credits equal to \$2,000,000 during those three years, then the repayment obligation pursuant to this subsection would equal \$1,600,000 ( $\$2,000,000 \times 12/15 (80\%) = \$1,600,000 \times 100\% = \$1,600,000$ ).

As another example, and by way of example only, if the Project is in operation for 12 full years and then there is then a Cessation of Operations that begins during the thirteenth year, and if the Company received Annual Infrastructure Credits equal to \$10,000,000 during those 12 years, then the repayment obligation pursuant to this subsection would equal \$600,000 ( $\$10,000,000 \times 3/15 (20\%) = \$2,000,000 \times 30\% = \$600,000$ ).

(e) For purposes of measuring the amount of the Company's investment under this Section, (i) the amount of investment shall be measured by reference to the DOR Forms PT-

300 filed by the Company with respect to the applicable time periods, and (ii) depreciation shall not be taken into account.

(f) As of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure Improvements shall equal or exceed the cumulative dollar amount of all the Annual Infrastructure Credits received by the Company.

**SECTION 5.3. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 5.1(d) hereof and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1(a) hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated, to the extent permitted by the Act, as Replacement Property.

**SECTION 5.4. *Fee Term.*** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is 30 years following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period or such longer period of time as shall be legally permitted under the Act and agreed to by the parties. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

**ARTICLE VI  
PROPERTY TAX EXEMPTION AND ABATEMENT**

**SECTION 6.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State or any political subdivision thereof, the County and the Company covenant that:

(a) to the extent allowed by law, all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State in which any part of the Project is located; provided, however, that the Company may terminate this Fee Agreement as provided in Section 10.1 hereof.

**SECTION 6.2. *Rescission and Reversion in the Event of Termination.*** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof are subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

**ARTICLE VII  
EFFECTIVE DATE**

**SECTION 7.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

**ARTICLE VIII  
SPECIAL COVENANTS**

**SECTION 8.1. *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or with the prior written consent of the Company, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated

therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than the County would have concerning any other property or property taxpayer in the County. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to use its best efforts to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**SECTION 8.2. *Indemnification Covenants; Legal Fees.***

(a) The Company shall indemnify and hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability (including reasonable attorneys' fees) based upon those reasons set forth in subsection (b) below.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims, by or on behalf of any person or entity, arising out of the same, and all costs and expenses incurred in connection with any such claim.

(c) Notwithstanding the foregoing subsections (a) and (b), the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

(d) The Company agrees to pay the County's reasonable out-of-pocket attorneys' fees incurred by the County in connection with the preparation, negotiation and execution of the

Documents and related matters; provided, however, that the total attorneys' fees to be paid by the Company under this subsection and under the counterpart attorneys' fees provisions of the 2014 Fee Agreement effecting a conversion of that certain Lease Agreement dated as of December 21, 1995, between the Company and the County, and the 2014 Amendment to the 2003 Fee Agreement between the County and the Company shall not exceed, in the aggregate, \$6,000.

**SECTION 8.3. *Assignment and Leasing.*** With the County's consent, approval or ratification, which shall not be unreasonably withheld, any or all of the Company's interest in Project property and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity in accordance with the Act; provided, however, that such consent, approval or ratification is not required in connection with financing-related transfers, including but not limited to sale-leaseback arrangements, or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to and approves in advance any transfer or assignment by the Company to any Company Affiliate of all or any part of its interest in Project property and/or this Fee Agreement. For purposes of this Section, a "Company Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The County agrees that the County can provide any required consent, approval or subsequent ratification under this Section either by a resolution of County Council or by a letter or other writing executed by the County Administrator. Except as otherwise required by the Act, a transaction or an event of sale, assignment, leasing, sale-leaseback, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement in whole or in part or serve as a basis for changing the Payments-in-Lieu-of-Taxes due under Section 12-44-50 of the Act.

## ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

**SECTION 9.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such period of inability. The term "*force majeure*" as used

herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect; or

(d) A Cessation of Operations.

### **SECTION 9.2. Remedies on Default.**

(a) Whenever any Event of Default under Section 9.1 hereof shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due, and, in addition, the County may terminate this Fee Agreement. As set forth in section 10.1 hereof, the Company may terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default.

(b) Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49, Code of Laws of South Carolina, 1976, as amended) and the Act relating to the enforced collection of taxes.

**SECTION 9.3. Remedies on Default by the County.** In the event of a breach by the County of any provision contained in this Fee Agreement, the Company may take whatever action at law or in equity may appear legally required, necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the County under the Documents.

**SECTION 9.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents or by law, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.



**SECTION 9.5. *No Additional Waiver Implied by One Waiver.*** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

**ARTICLE X  
COMPANY OPTION TO TERMINATE**

**SECTION 10.1. *Company Option to Terminate.*** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become prospectively but not retroactively liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project.

**ARTICLE XI  
MISCELLANEOUS**

**SECTION 11.1. *Leased Equipment.*** The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to, but not purchased by, the Company from one or more third parties under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

**SECTION 11.2. *Notices.*** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to the Company:

Roche Carolina Inc.  
6173 East Old Marion Highway

Florence, South Carolina 29506-9330  
Attention: Vice President

With a copy (which shall not constitute notice to the Company) to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

If to the County:

Florence County, South Carolina  
Attention: Florence County Finance Director  
City/County Complex  
180 North Irby Street  
Florence, South Carolina 29501

With a copy (which shall not constitute notice to the County) to:

Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, Suite 2200  
Columbia, SC 29201  
Attention: William R. Johnson, Esq.

Any notice shall be deemed to have been received as follows: (i) by personal delivery, upon receipt; (ii) by certified mail, three business days after delivery to the U.S. Postal authorities by the party serving notice; and (iii) by overnight mail, upon delivery.

**SECTION 11.3. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 11.4. *Rescission and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes or the credit arrangements described in Article V hereof are determined to be invalid in their entirety by any court of competent jurisdiction, the parties hereby agree that, except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of the Act or this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company

hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to the Act, the Infrastructure Law, and Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, 1976, as amended.

**SECTION 11.5. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 11.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, and any other County consent, approval or ratification referred to in the Act or this Fee Agreement, may be provided by a resolution of County Council or by any other form of consent, approval or ratification allowed by law.

**SECTION 11.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 11.8. *Law Governing Construction of Fee Agreement.*** The laws of the State shall govern the construction of this Fee Agreement.

**SECTION 11.9. *Filings.***

(a) The Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act during the Fee Term. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within 30 days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

**SECTION 11.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.11. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments and/or assurances as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

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IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and ROCHE CAROLINA INC., pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**FLORENCE COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Florence County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**ROCHE CAROLINA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**

**DESCRIPTION OF LAND**

All that certain piece, parcel or lot of land containing 219.343 acres, more or less, located in Florence County, South Carolina, fronting on State Route 24 near its intersection with the Seaboard Coastline Railroad as more particularly described in a Plat dated December 6, 1995, prepared for Roche Carolina Inc. and recorded in the Office of the Clerk of Court for Florence County, South Carolina, in Plat Book 59 at Page 117 on December 15, 1995, reference to which is hereby made for the metes and bounds thereof.

This being a portion of the same property conveyed to Roche Carolina Inc. by deed from Philip Britton recorded in the Office of the Clerk of Court for Florence County in Deed Book A351 at Page 757 on November 11, 1991.

DRAFT

**EXHIBIT B**  
**DESCRIPTION OF SITES**

~#4845-5147-8296 v.7~8/4/14~

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## EXHIBIT A

All machinery, apparatus, equipment, office facilities, furnishings and other personal property located in or at the Buildings described on Exhibit B or the Land described on Exhibit A to the Lease Agreement dated as of December 21, 1995 (the "Lease") between Florence County, South Carolina (the "County") as the Lessor and Roche Carolina Inc. (the "Company") as the Lessee, together with any and all other property acquired by the County from the Company in connection with the Project (as defined in the Lease) and not effectively transferred by the Quit-Claim Deed of even date from the County to the Company.

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IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by \_\_\_\_\_ and its seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered in the presence of:

FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina

\_\_\_\_\_  
witness #1

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

\_\_\_\_\_  
witness #2

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

Chairman, Florence County Council

ATTEST:

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

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

STATE OF SOUTH CAROLINA )

COUNTY OF FLORENCE )

ACKNOWLEDGMENT

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that the above-named \_\_\_\_\_ in the capacity set forth above, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(NOTARY SEAL)

EXHIBIT A

All the land described in Exhibit B hereto, and all the buildings, improvements and other structures or fixtures on or to such land, including appurtenances and other tangible property deemed to be real property and not effectively transferred by and included in the Bill of Sale dated as of the date hereof, acquired by Florence County, South Carolina, for use in connection with the Project (as defined in the December 21, 1995 Lease between the County and Roche Carolina Inc.).

DRAFT

EXHIBIT B

All that certain piece, parcel or lot of land containing 219.343 acres, more or less, located in Florence County, South Carolina, fronting on State Route 24 near its intersection with the Seaboard Coastline Railroad as more particularly described in a Plat dated December 6, 1995, prepared for Roche Carolina Inc. and recorded in the Office of the Clerk of Court for Florence County, South Carolina, in Plat Book 59 at Page 117 on December 15, 1995, reference to which is hereby made for the metes and bounds thereof.

This being a portion of the same property conveyed to Florence County, South Carolina, by deed from Roche Carolina Inc. recorded in the Office of the Clerk of Court for Florence County in Deed Book \_\_\_\_ at Page \_\_\_\_ on December 15, 1995.

~#4813-7590-4283 v.4~8/4/14~

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# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

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

**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 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 Third Reading Ordinance No. 30-2013/14.
2. Provide An Alternate Directive.

**ATTACHMENT:**

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 : August 21, 2014  
 Effective Date : Immediately

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 Timmons ville 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 Timmons ville 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 Timmons ville, 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 Timmons ville 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

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

# FLORENCE COUNTY COUNCIL

August 21, 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, August 21, 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**

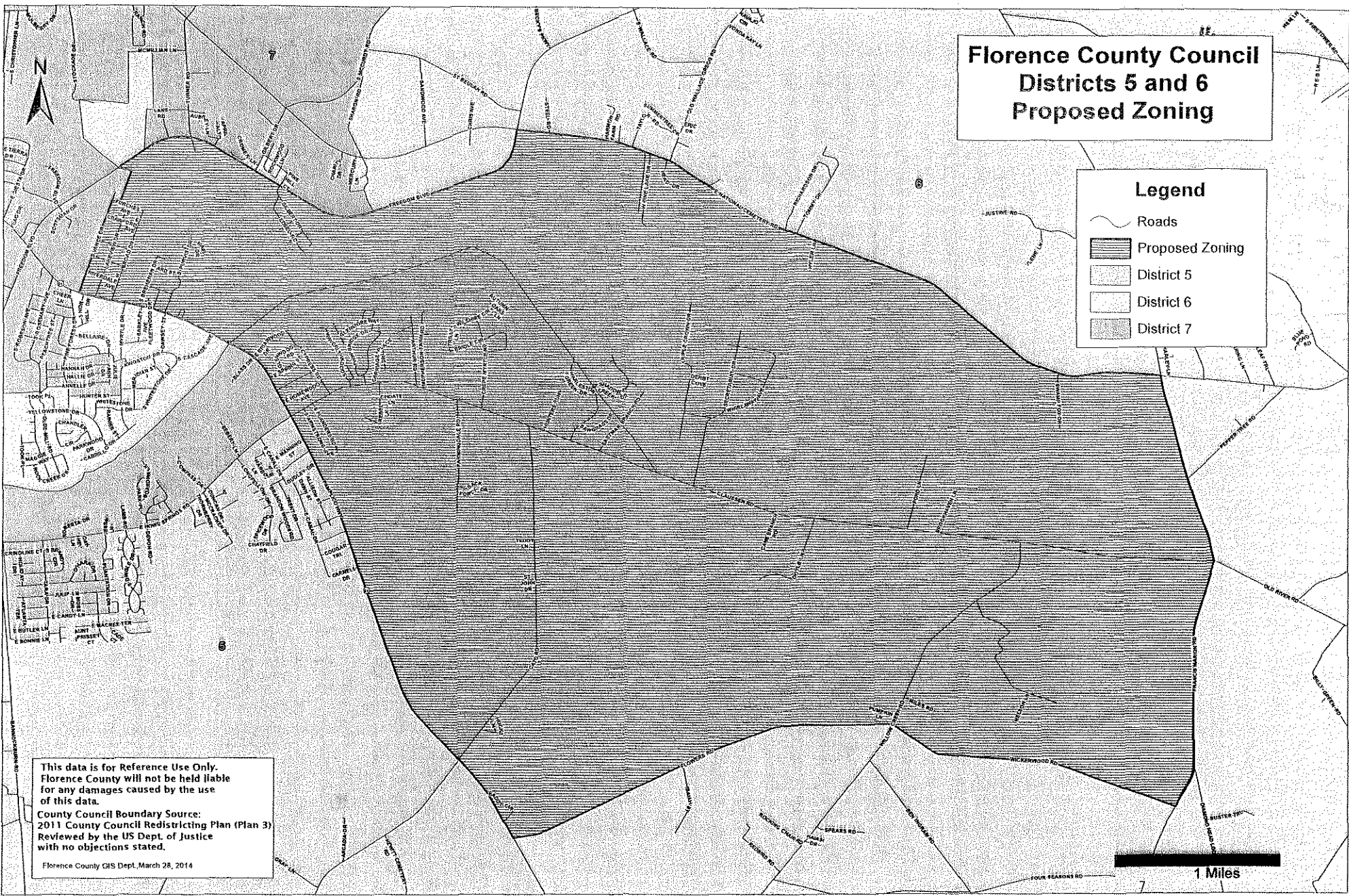
**[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamlico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council 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.]**

**DRAFT**

# Florence County Council Districts 5 and 6 Proposed Zoning

**Legend**

-  Roads
-  Proposed Zoning
-  District 5
-  District 6
-  District 7



This data is for Reference Use Only.  
 Florence County will not be held liable  
 for any damages caused by the use  
 of this data.

County Council Boundary Source:  
 2011 County Council Redistricting Plan (Plan 3)  
 Reviewed by the US Dept. of Justice  
 with no objections stated.

Florence County GIS Dept, March 28, 2014

## FLORENCE COUNTY COUNCIL MEETING

Thursday, August 21, 2014

**AGENDA ITEM:** Ordinance No. 02-2014/15  
Second Reading

**DEPARTMENT:** Planning and Building Inspections



### **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  
 Planning Commission Consideration : June 24, 2014  
 Planning Commission Public Hearing : June 24, 2014  
 Planning Commission Action : June 24, 2014 [Approved: 8 to 0]  
 First Reading/Introduction : July 17, 2014  
 Committee Referral : N/A  
 County Council Public Hearing : N/A  
 Second Reading : August 21, 2014  
 Third Reading :  
 Effective Date : Immediately

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

**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

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

COUNCIL VOTE:  
 OPPOSED:  
 ABSENT:



**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, June 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:**

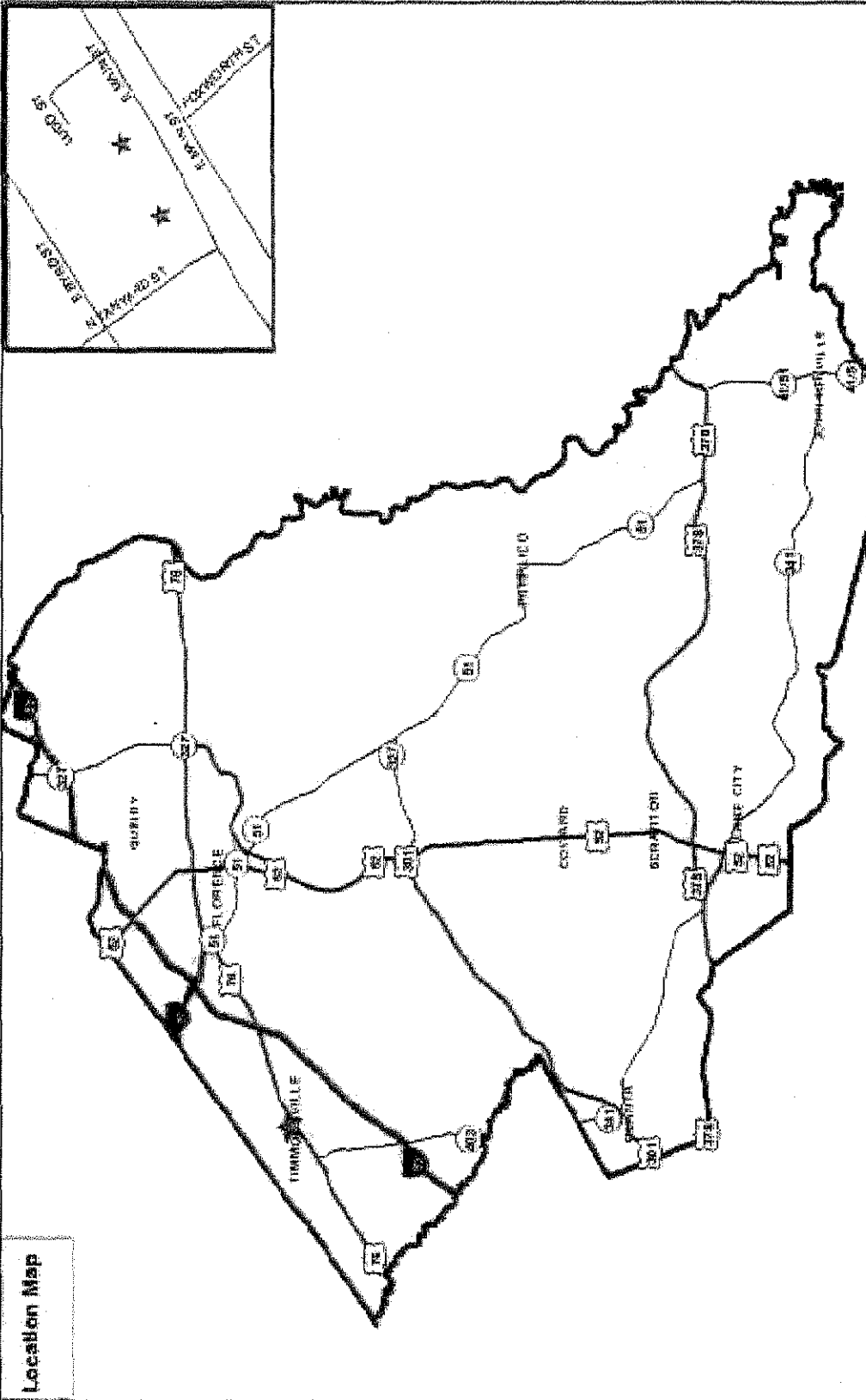
Approve as submitted.

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

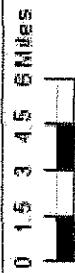
The eight Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

**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.



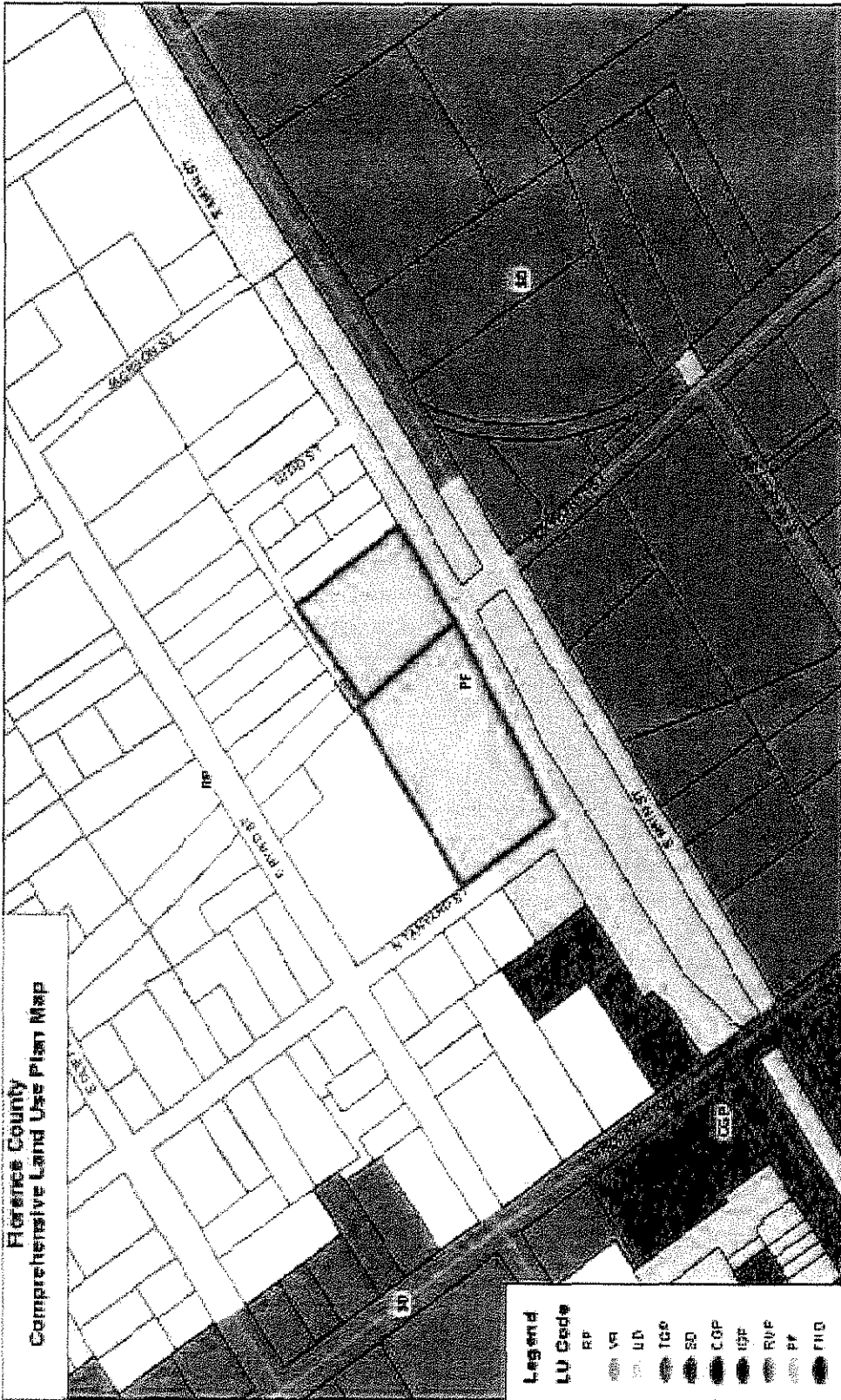
Location Map



Map Prepared by: REV E  
 Copyright 2010, Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 2014-08-02

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

**Florence County  
Comprehensive Land Use Plan Map**



**Legend**

LU Code	Description
RP	Residential Single-Family
VA	Residential Medium-Density
LD	Residential Low-Density
TGP	Transient Guest Park
SD	Special District
COP	Community Office Park
UPP	Urban Professional Park
RUP	Regional Office Park
PF	Professional Office
FHO	Future Heavy Office



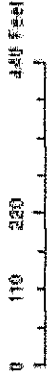
Map Prepared by: Ray G.  
Copyright 2010 Florence County Planning  
& Building Department  
Geographic Information Systems  
2010-05-05

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





2011 Aerial



Map Prepared by: mwp  
Copyright 2010 Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
2014-05-05



Council District(s): 4  
PCR2014-03

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Ordinance No. 03-2014/15

**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).

**POINTS TO CONSIDER:**

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

**OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 03-2014/15.
2. Provide An Alternate Directive.

**ATTACHMENT:**

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

Sponsor(s) : Procurement  
 Introduction : July 17, 2014  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Second Reading : August 21, 2014  
 Public Hearing : August 21, 2014  
 Third Reading :  
 Effective Date : Immediately

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

**ORDINANCE NO. 03-2014/2015**

**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.)**

**WHEREAS:**

1. The current Procurement Code was originally adopted in 1984 by Florence County Council; and,
2. The Procurement Code is in need of revising in order to clarify areas that are vague or conflicting and bring them up to date.

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

The Florence County Procurement Code attached hereto is hereby adopted and implemented and all conflicting sections of the Florence County Code are hereby deleted.

**ATTEST:**

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

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

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

**COUNCIL VOTE:**  
**OPPOSED:**  
**ABSENT:**



# FLORENCE COUNTY PROCUREMENT ORDINANCE

## GENERAL PROVISIONS

### Section 11.5-1. CITATION.

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

### Section 11.5-2. Policy.

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

### Section 11.5-3. Obligation of Good Faith.

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

### Section 11.5-4. Application.

#### (1) General Application.

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

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

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

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

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

### Section 11.5-5 and 11.5-6. Reserved.

### Section 11.5-7. Determinations.

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

**Section 11.5-8. Definitions.**

- (1) **Architect-Engineer and Land Surveying Services.** Those professional services associated with the practice of architecture, professional engineering, landscape architecture and interior design pertaining to construction, and land surveying as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to, studies, investigations, evaluation, consultations, planning, programming conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related or like services.
- (2) **Agency.** Any department, office, board, commission, or other organizational unit for which the council has budgetary authority.
- (3) **Business.** A corporation, partnership, sole proprietorship, firm, an enterprise, a franchise, an association, organization, self-employed individual, or any other legal entity existing for commercial purposes.
- (4) **Change Order (unilateral).** A written order signed and unilaterally issued by the Chief Procurement Officer directing the Contractor to make changes which the contract authorizes the County to order without the consent of the Contractor.
- (5) **Certificate of Insurance.** A form that shows the contractor's insurer, coverage, and expiration of coverage.
- (6) **Chief Procurement Officer (CPO).** An individual designated by the County Administrator, authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
- (7) **Confidential Information.** Information, whether transmitted orally or in writing, which is obtained by reason of the public position or office held and is of such nature that it is not, at the time of transmission, a matter of public record or public knowledge.
- (8) **Construction.** The process of building, altering, repairing, remodeling, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It typically does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- (9) **Contract.** All types of County agreements and purchase orders, regardless of how they may be styled, for the procurement or disposal of supplies, services, or construction.
- (10) **Contract Modification.** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Verbal Contract Modifications are prohibited.
- (11) **Contractor.** Any person having a written contract with the County or Purchase Order.

- (12) **Cooperative Procurement.** Procurement conducted by, or on behalf of, more than one Public Procurement Unit.
- (13) **Data.** Recorded information, regardless of form or characteristic.
- (14) **Days.** Calendar days.
- (15) **Debarment.** The disqualification of a person to receive invitations for bids, request for proposals or the award of a contract by the County, for a specified time commensurate with the seriousness of the offense or the failure or inadequacy of performance.
- (16) **Designee.** A duly authorized representative of a person with formal responsibilities in accordance with and by authority of this Ordinance.
- (17) **Excess Supplies.** Any supplies other than expendable supplies potentially having remaining useful life but which are no longer required by the Using Agency in possession of the supplies.
- (18) **Expendable Supplies.** All tangible supplies other than nonexpendable supplies.
- (19) **Gender.** It is the intention of this Ordinance to be gender neutral. Wherever "he", "his", or similar language is used it is not intended to specify a particular individual's gender but rather to make reference to the individual.
- (20) **Gift.** For procurement purposes, anything of value, including entertainment, food, beverage, travel, and lodging given or paid to a public official, public member, or public employee to the extent that consideration of equal or greater value is not received. A gift includes a rebate or discount on the price of anything of value unless it is made in the ordinary course of business without regard to that person's status and only to the benefit of Florence County.
- (21) **Invitation for Bids.** A written or published solicitation issued by an authorized procurement officer for bids to contract for the procurement or disposal of stated supplies, services, or construction, which will ordinarily result in the award of the contract to the responsible bidder making the lowest responsive bid.
- (22) **Lease/Purchase.** A lease/purchase financing agreement is a contract by which one party conveys property to another for a period of time in exchange for the payment of interest and a portion of principal on the purchase price of the property.
- (23) **May.** Denotes the permissive.
- (24) **Nonexpendable Supplies.** All tangible supplies having an original acquisition cost of over \$250 per unit and a probable useful life of more than one year.
- (25) **Order of Precedence.** Unless otherwise specified in the bid documents, the order of precedence for documentation will be the full set of bid documents and any amendments, and lastly the vendor's response and any amendments submitted in accordance with this Ordinance.
- (26) **Personal Property.** All supplies not considered to be real property.

- (27) **Public Employee.** An individual employed by the State, a county, a municipality, a special purpose district, or any political subdivision thereof.
- (28) **Public Member.** An individual appointed to a non-compensated part-time position on a board, commission, or council. A public member does not lose this status by receiving reimbursement of expenses or a per diem payment for services where properly authorized.
- (29) **Public Notice.** The distribution or dissemination of information using methods that are reasonably available to interested parties. Such methods include electronic or paper mailing lists, the County website or other website(s) generally used by local governments for advertising bids. The County may choose to advertise in a newspaper of general circulation but is not required to and left to the discretion of the CPO.
- (30) **Public Official.** An elected or appointed official of the State, a county, a municipality, or a political subdivision thereof, including candidates for office.
- (31) **Procurement.** The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction services. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
- (32) **Public Agency.** A public entity subject to or created by the County.
- (33) **Public Procurement Unit.** Any county, city, town, or other subdivision of the State or public agency of any such subdivision, public authority, educational, health, or other institution, any other entity which expends public funds for procurement of property, supplies, services, or construction.
- (34) **Request for Proposals (RFP).** A written or published solicitation issued by an authorized procurement officer for proposals to provide supplies, services, or construction services which ordinarily result in the award of the contract to the responsible respondent making the proposal determined by the County to be most advantageous to the County. The contract award is typically made on the basis of evaluation factors included in the RFP, and must include pricing as only one factor for consideration.
- (35) **Responsible Bidder.** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance which may be substantiated by past performance.
- (36) **Responsive Bidder.** A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- (37) **Service(s).** The furnishing of labor, time, or effort by a contractor not required to deliver specific end product, other than reports which are merely incidental to required performance. This term does not include employment agreements.
- (38) **Shall.** Denotes the imperative.

- (39) **Subcontractor.** Any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with the County.
- (40) **Specification.** Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- (41) **Supplies.** All personal property, including but not limited to equipment, materials, printing, insurance, information technology equipment and software packages, other consumable commodities and leases of real property, excluding real property or a permanent interest in real property.
- (42) **Surplus Supplies.** Any supplies other than expendable supplies no longer having any use to the County. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.
- (43) **Using Agency.** Any department, commission, board, or public agency of this County requiring supplies, services, or construction procured under this Ordinance.

**Section 11.5-9. Public Access to Procurement Information.**

Procurement information shall be a public record in accordance with the South Carolina Code Ann. §30-4-10 et seq. (The Freedom of Information Act). Commercial or financial information obtained in response to a "Request for Proposals" or any type of bid solicitation, or "Request for Quotations", which is privileged and confidential shall not be disclosed as well as other information which may be exempt from disclosure, pursuant to South Carolina Code Ann. §30-4-40 as amended. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information or constitute an unreasonable invasion of privacy. Examples of this type of information include, but are not limited to:

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

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

**Section 11.5-10 thru 11.5-19. Reserved.**

**PROCUREMENT ORGANIZATION**

**Section 11.5-20. Centralization of Procurement/Organization.**

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

**Section 11.5-21. Centralization of Procurement Authority.**

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

**Section 11.5-22. Authority and Duties of the Chief Procurement Officer.**

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

**Section 11.5-23. Authority to Contract for Certain Services.**

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

**Section 11.5-24. Delegation of Authority.**

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

**Section 11.5-25. Reserved.**

**Section 11.5-26. Authority to Promulgate Regulations.**

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

**Section 11.5-27. Relationships With Using Agencies.**

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

**Section 11.5-28. Advisory Groups.**

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

**Section 11.5-29. County Attorney to Provide Legal Services.**

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

**EXEMPTIONS**

**Section 11.5-30. Supply/Service Exemptions.**

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

- (1) Works of art and one-of-a-kind items, such as paintings, antiques, sculptures and similar objects;
- (2) Published books, maps, periodicals, technical pamphlets, and other such materials;
- (3) Professional dues and membership fees;
- (4) Postage stamps, and US Post Office box rentals;
- (5) Utility services;
- (6) Gasoline, fuel, oil, propane, or natural gas, diesel, or alternative fuels; The \$30,000 limit is waived; however, competitive quotations shall be obtained and state procurement used to the extent feasible and economical.
- (7) Services and/or supplies provided by the Council of Governments, the State of South Carolina or departments/agencies thereof;
- (8) Expenditure of funds in the issuance of bonds, to include printing costs and any fees associated with bond issuance;
- (9) Reinsurance through South Carolina Insurance Reserve Fund;
- (10) Copyrighted educational films, filmstrips, slides, and transparencies and books, provided that documentation of efforts to obtain best price are maintained;

- (11) Attorneys, subject to approval of the County Administrator;
- (12) Certified public accountants and public accountants engaged to perform financial and/or compliance audits, subject to approval by the County Council, with actuarial audits and other accounting services to be procured under the provisions of S.C. Code 1976, Section 4-9-150 (Home Rule Audit Requirements);
- (13) Hospital and medical clinic services;
- (14) Medical doctors and prescription drugs where such drugs are prescribed by medical doctors;
- (15) Optometrists;
- (16) Dentists;
- (17) Licensed Practical Nurses or Registered Nurses;
- (18) Psychiatrists;
- (19) Investment Consultants or Counselors;
- (20) Clergy;
- (21) Court Reporters;
- (22) Interpreter Services;
- (23) Expert witness services;
- (24) Artists used by the county library, sheriff's office, economic development partnership, or recreation department;
- (25) Commodities that pricing can not be held for timely award by County Council such as paving, rocking, grading and resurfacing provided that at least three written quotes are obtained from vendors and submitted to the County Administrator for approval (each "no-bid" or "non-response" from a capable vendor shall be considered a quote);
- (26) Computer programmers and software analysts engaged to modify county data processing system software, to develop new software for the county's computer system or to provide maintenance on the county's software;
- (27) Auction services, to include but not limited to, on-site auctions and internet-based auctions;
- (28) Consultant services necessary to provide professional instruction for seminars put on by and/or for departments or agencies and/or personnel;
- (29) Collection agencies engaged to assist in the collection of delinquent accounts due for services rendered by the County;
- (30) Replacement parts of existing equipment or structures supplied by the original equipment manufacturer or authorized dealer;
- (31) Goods, products, and services purchased from the South Carolina Department of Corrections, and/or the Division of Prison Industries.
- (32) Trips organized by Florence County Parks and Recreation for Seniors and funded fully by the participants.
- (33) Capital project construction manager, supervisors, and inspectors, engaged to evaluate design and supervise construction of new facilities, to ensure quality of construction in accordance with design plans and specifications, to recommend design changes as required to assure maximum operating efficiency, and to certify that facilities are designed and constructed in compliance with applicable legal and regulatory standards.

**Section 11.5-31. Other Exemptions.**

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

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



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

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

## METHODS OF SOURCE SELECTION

### Section 11.5-32. Methods of Source Selection.

County contracts shall be awarded by competitive sealed bids, pursuant to 11.5-33, except as otherwise permitted or exempted elsewhere herein, or exempted by State or Federal laws applicable, and except in instances of:

- (1) Negotiations after Unsuccessful Competitive Sealed Bidding
- (2) Competitive Sealed Proposals
- (3) Small Purchases
- (4) Sole Source Procurements
- (5) Emergency Procurements
- (6) Construction Procurements
- (7) Architect and Engineering Services
- (8) Cooperative Purchasing Agreements
- (9) Real Property

### Section 11.5-33. Competitive Sealed Bidding.

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

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

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

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

judgment such clarification is necessary. Clarification of any respondent's bid must be documented in writing by the CPO and shall be included with the bid file. Documentation concerning clarification shall be subject to disclosure upon request as required by the Public Access to Procurement Information section herein. Public officials shall not have "off the record" or "ex parte" communications of any type with any participating vendors during any bid period when the bid is still open, being considered, or still subject to open protest or appeal periods. All communications during these periods will be on the record, reported, and documented for public inspection.

- (11) **Correction or Withdrawal of Bids; Cancellation of Awards.** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance, shall be made by the CPO.
- (12) **Award.** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. The County Administrator or his designee shall award all bids up to fifty thousand dollars (\$50,000) after receiving an acceptable, written evaluation and recommendation of award from the using department. All bids greater than fifty thousand dollars (\$50,000.00) shall be submitted to the County Administrator for consideration by County Council.

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

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

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

- 12) **Notification of Award to Unsuccessful Bidders.** All unsuccessful bidders shall be notified of bid award, regardless of approving authority, by either email or fax notification within five (5) County business days of award. It will be the responsibility of the vendor to provide proper contact information in order to provide timely notification. A copy of the successful fax transmission form or email sent will be kept in the bid file to certify notification. Failure of the vendor to provide a valid email or functional fax number, resulting in failure to receive a notification, shall not be grounds for a protest at any level.
- 13) **Tie Bids.** The County Administrator shall make award of all tie bids fifty thousand dollars (\$50,000) and under. County Council shall award all tie bids in excess of fifty thousand dollars (\$50,000). Tie bids may be awarded to one of the bidders based on:
- (a) Availability or completion periods
  - (b) Service availability or facility
  - (c) Previous vendor record
  - (d) Proximity to the delivery point

Where tie bids are between bidders one of which is a business whose principal place of business is located in Florence County and the other bidder is not, the recommended award shall be to the Florence County bidder based on the five percent (5%) Local Vendor Preference as defined elsewhere herein. All conditions equal, the parties shall select a vendor at random. The random selection process must be witnessed and the results recorded.

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

- (g) failure of a bidder to indicate his contractor's license number, except that a contract must not be awarded to the bidder unless and until the bidder is properly licensed under the laws of South Carolina.
- (16) **Canceling or Amending Solicitation.** When canceling a written solicitation, notification should be mailed to all vendors who have been issued a solicitation and a copy of the notice publicly posted. Sealed bids received on canceled bids will be returned unopened. If it is necessary to amend a solicitation, an addendum shall be sent to all potential bidders or offerors who received a copy of the solicitation and a copy publicly posted. Signed acknowledgement of an addendum must be returned to the procurement office prior to time and date of the opening or with the bid or proposal. When an addendum is issued which will require additional time for the vendor to prepare a solicitation response, the opening date may be extended.
- (17) **Single Response to a Solicitation.** Even though multiple sources are solicited, there may be occasions when only one response is received for a solicitation. In such cases, the CPO shall investigate to determine why other bidders or offerors did not respond and resolicit. If only one bid is received, the CPO may require that it remain sealed and the offering be rebid, where time permits and additional vendors' participation is probable.

#### **Section 11.5-34 Negotiations After Unsuccessful Competitive Sealed Bidding**

When bids received pursuant to an Invitation for Bids under Competitive Sealed Bidding herein are unreasonable, or are not independently reached in open competition, or the low bid exceeds available funds as certified by the appropriate fiscal officer, and it is determined in writing by the Chief Procurement Officer that time or other circumstances will not permit the delay required to re-solicit competitive sealed bids, a contract may be negotiated pursuant to this section, provided that:

- (1) each responsive/responsible bidder, who submitted a bid under the original solicitation, is notified of the determination and is given reasonable opportunity to negotiate;
- (2) the negotiated price is lower than the lowest rejected bid by any responsive/responsible bidder under the original solicitation;
- (3) the negotiated price is the lowest negotiated price offered by any responsive/responsible bidder.

#### **Section 11.5-35. Competitive Sealed Proposals.**

- (1) **Conditions for Use.** When the CPO determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals or RFP method.
- (2) **Public Notice.** Adequate public notice of the Request for Proposals shall be given in the same manner as provided in the Competitive Sealed Bidding, Public Notice section herein.
- (3) **Receipt of Proposals.** No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of the offeror, the number of modifications received, if any, and a brief description identifying the item/service offered. The register of proposals shall be open for public inspection only after contract award.

- (4) **Proposal Opening.** Proposals shall be publicly opened and only the names of the offerors shall be disclosed at the proposal opening. Contents of competing offerors shall not be disclosed during the process of negotiation. Proposals shall be open for public inspection, in accordance with the Public Access to Procurement Information section herein after contract award. Proprietary or confidential information marked as such in each proposal shall not be disclosed without written consent of the vendor. If a proposal is received after the submission deadline, it will not be accepted. Proposals not accepted may be returned to vendors and not maintained for records.
- (5) **Request for Qualifications.** Prior to soliciting proposals, the CPO may issue a Request for Qualifications from prospective offerors. Such request shall contain at a minimum a description of goods or services to be solicited by the Request for Proposals, the general scope of the work, the deadline for submission of information, and how prospective offerors may apply for consideration. The request shall generally require information only on the prospective offerors qualifications, experience, and ability to perform the requirements of the contract.

After receipt of the responses to the Request for Qualifications from prospective offerors, the prospective offerors may be ranked from most qualified to least qualified on the basis of the information provided. Proposals shall then be solicited from at a least the top two prospective offeror(s) as the County's designated review panel determines. The failure of a prospective offeror to be selected to receive the Request for Proposals shall not be grounds for any protest at any level.

- (6) **Public Notice.** Adequate public notice of the Request for Qualifications shall be given in the manner provided in the Competitive Sealed Bidding, Public Notice section herein.
- (7) **Evaluation Factors.** The Request for Proposals shall state the relative importance of the factors to be considered in evaluating proposals. Price may, but need not be, an initial evaluation factor.
- (8) **Discussion with Responsive/Responsible Offerors and Revisions to Proposals.** As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably capable of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- (9) **Selection/Ranking and Award.** Proposals shall be evaluated using the criteria stated in the Request for Proposals utilizing any weightings that have been previously assigned. Once evaluation is complete, all responsive offerors shall be ranked from most advantageous to least advantageous to the County, considering only the evaluation factors stated in the Request for Proposals. If price is an initial evaluation factor, the award must be made to the responsive offeror whose proposal is determined in writing to be the most advantageous to the County based on the evaluation factors set forth in the Request for Proposals.

If price is not an initial evaluation factor, the CPO will negotiate a contract at a price which is fair and reasonable to the County with the top ranking proposer. Should the CPO be unable to negotiate a contract at a price which is fair and reasonable to the County, negotiations shall be formally terminated with the top ranked responsive offeror and negotiations commenced with the second most advantageous responsive offeror, and then the third and so on until a satisfactory contract has been negotiated. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.

The contract file shall contain the basis on which the award is made. Procedures and requirements for notification of intent to award the contract shall be the same as those stated in the Competitive Sealed Bidding-Award section herein.

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

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

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

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

#### **Section 11.5-36. Small Purchases.**

- (1) **General.** Any contract not exceeding thirty thousand dollars (\$30,000) may be made in accordance with the small purchase procedures authorized in this section. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section.
- (2) **Small purchases under \$2,000.** Small purchases for individual items not exceeding \$1,500 may be accomplished without securing competitive quotations if the prices are considered to be fair and reasonable. The CPO or designee shall annotate the purchase requisition: Price is fair and reasonable and sign. Competitive quotations need only be taken when the CPO suspects the price may not be fair and reasonable, e.g., comparison to previous price paid, personal

knowledge of the price range of the item involved. Every effort should be made to distribute such purchases equitably among qualified suppliers.

- (3) **Small purchases over \$2,000 but not exceeding \$10,000.** Insofar as it is practical, solicitations of written quotes from a minimum of two qualified sources of supply shall be made and documentation of the quotes recorded on or attached to the purchase requisition, documentation may include copies of recent publications outlining the price of the items from two qualified sources. A no bid will count as an obtained quote if the date, company name, and individual contacted are documented on the face of the requisition. The award shall be made to the lowest responsive/responsible source.
- (4) **Small purchases over \$10,000 but not exceeding \$30,000.** Insofar as it is practical, solicitations of written quotes from a minimum of three qualified sources of supply shall be made and documentation of the quotes recorded on or attached to the purchase requisition. A no bid will count as an obtained quote if the date, company name, and individual contacted are documented on the face of the requisition. The award shall be made to the lowest responsive/responsible source.
- (5) **Protest Rights.** The provisions of the Authority to Resolve Protested Solicitations and Awards section herein shall not apply to contracts awarded under the procedures set forth in this Section.

#### **Section 11.5-37. Sole Source Procurement.**

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

#### **Section 11.5-38. Emergency Procurements.**

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

#### **Section 11.5-39. Local Preference.**

1. During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by Five percent (5%), not to exceed a maximum consideration of \$10,000 total. If after application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The local vendor will be required to match the bid submitted by the non-local low responsive/responsible bidder.



2. A vendor shall be deemed to be a resident of this County if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Florence County, and maintains within the County a representative inventory or commodities on which the bid is submitted and has paid all taxes duly assessed.

#### **Section 11.5-40. Architect-Engineer and Land Surveying Services Selection Process.**

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

#### **Section 11.5-41. Cooperative Procurements**

- (1) The CPO may participate in, sponsor, conduct or administer a cooperative procurement agreement for the procurement of supplies, or construction with one or more Public Procurement Units in accordance with an agreement entered into between the participants.

Such cooperative procurement may include, but is not limited to, joint or multi-party contracts between or utilized by Public Procurement Units.

- (2) The CPO may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit independent of the requirements of Methods of Source Selection Section herein.
- (3) The CPO may enter into an agreement, independent of the requirements of Methods of Source Selection section herein, with any Public Procurement Unit for the cooperative use of supplies or services under the terms agreed upon between the parties.
- (4) The CPO may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another Public Procurement Unit under the terms agreed upon between the parties.

### **Section 11-5-42 Real Property**

Florence County acknowledges that all parcels of real property are unique and principles of competitive bidding do not apply to distinct and singular purchases; however, it is the intention of the county to negotiate contracts at fair and reasonable prices for such purchases on the basis of location, accessibility, size, fitness for the particular purpose and other factors determined to be applicable to a specific purchase.

### **CANCELLATION OF INVITATIONS FOR BID OR REQUEST FOR PROPOSALS**

#### **Section 11.5-43. Cancellation of Invitation for Bids or Requests For Proposals.**

An invitation for bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or parts when it is in the best interest of the County. Notice of cancellation shall be sent to all businesses solicited and posted on the County's website. Documentation of the reason(s) for rejection shall be made a part of the solicitation file.

### **RESPONSIBILITY OF BIDDERS AND OFFERORS**

#### **Section 11.5-44. Responsibility of Bidders and Offerors.**

- (1) **Determination of Responsibility.** Responsibility of the bidder or offeror shall be ascertained for each contract entered into by the County based upon full disclosure to the Procurement Officer concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts.
- (2) **Determination of Nonresponsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the CPO. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility is grounds for a determination of nonresponsibility with respect to such bidder or offeror.
- (3) **Right of Nondisclosure.** Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this Section shall not be disclosed by the County outside of the

Procurement or using departments, without prior written consent by the bidder or offeror, since the solicited information to evaluate responsibility may be of a privileged or of a proprietary nature.

- (4) **Duty of Contractor to Supply Information.** The prospective contract shall supply information requested by the Procurement Officer concerning the responsibility of such contractor. If such contractor fails to supply the requested information, the Procurement Officer shall base the determination of responsibility upon any available information or may find the prospective contractor nonresponsible if such failure is unreasonable.
- (5) **Demonstration of Responsibility.** The prospective contractor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:
  - a) Evidence that such contractor possesses such necessary items.
  - b) Acceptable plans to subcontract for such necessary items.
  - c) A documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.
- (6) **Justification for Contract Award.** Before awarding a contract, the Procurement Officer must assure that the vendor is responsive and responsible.
- (7) **Written Determination of Nonresponsibility.** If a Bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility setting forth the basis of the finding shall be prepared by the Procurement Officer. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror and made part of the procurement bid file.

#### **Section 11.5-45 Bid Security.**

- (1) **Requirement for Bid Security.** Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the CPO to exceed \$30,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, or otherwise supplied a form satisfactory to the County (surety bond, certified check, cashiers' check or official money order). Nothing herein prevents the requirement of such bonds on construction contracts under \$30,000 when the circumstances warrant. Bid bonds will not be required from firms that have been in business for five consecutive years without filing for bankruptcy. A certificate from the firm stating this qualification will replace the bid bond. Firms not meeting this criteria must furnish a bid bond.
- (2) **Amount of Bid Security.** Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid and shall remain in place until completion of construction or posting of performance and payment bonds.
- (3) **Rejection of Bid for Noncompliance with Bid Security Requirements.** When the Invitation for Bids requires security, noncompliance requires that the bid be rejected. However, a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating shall be given one working day from bid opening to cure such deficiencies. If the bidder cannot cure these deficiencies within one working day of bid opening, his bid shall be rejected.

- (4) **Withdrawal of Bids.** After the bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids. If a bidder is permitted to withdraw its bid before bid opening pursuant to the Competitive Sealed Bidding, Correction or Withdrawal of Bids; Cancellation of Awards section herein, no action shall be taken against the bidder on the bid security.

**Section 11.5-46. Contract Performance and Payment Bonds.**

- (1) **When Required – Amounts.** When a construction contract is awarded in excess of \$30,000, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract.
- (a) A performance bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, in an amount equal to one-hundred percent (100%) of the price specified in the contract; and
  - (b) A payment bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one-hundred percent (100%) of the price specified in the contract.
- (2) **Reduction of Bond Amounts.** The CPO is authorized to reduce the amount of performance and payment bonds to fifty percent (50%) of the contract price for each bond, when it has been determined such reduction is necessary or warranted and that it is in the best interests of the County.
- (3) **Authority to Require Additional Bonds.** Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds.
- (4) **Suits on Payment Bonds, Right to Institute.** Every person who has furnished labor or materials to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this section, and who has not been paid in full therefore before the expiration of a period of 90 days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship express or implied with the contractor furnishing said payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts its business. Florence County will have no relationship or responsibility to subcontractors.
- (5) **Suits on Payment Bonds, Where and When Brought.** Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction in Florence County, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed

or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in such suit and the County cannot be joined solely on the basis of this ordinance.

#### **Section 11.5-47. Bond Forms and Copies.**

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

#### **Section 11.5-48. Bid and Performance Bonds on Supply or Service Contracts.**

All contracts for equipment, supplies, and services may require bid security and performance bonds at the discretion of the CPO in consultation with the using department head. Bid security when required, shall be in an amount equal to at least five percent (5%) of the amount of the bid. Performance bonds, when required, will normally be equal to one hundred percent (100%) of the contract. A determination regarding bids received for equipment, supplies, and services without required bid security will be made by the CPO in the same manner as provided for in the Rejection of Bid for Noncompliance with Bid Security Requirements section herein. A cashier's or official bank check drawn in the United States and made payable to the County may be submitted in lieu of a bond, or a letter of credit under circumstances deemed acceptable by the CPO and the County Attorney's office. Bonding requirements will be set forth in the solicitation. Bid bonds will not be required from firms that have been in business for five consecutive years without filing for bankruptcy. A certificate from the firm stating this qualification will replace the bid bond. Firms not meeting this criteria must furnish a bid bond.

### **TYPES OF CONTRACTS**

#### **Section 11.5-49. Types of Contracts.**

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

#### **Section 11.5-50. Multi-Term Contracts.**

- (1) **Specified Period.** To the extent permitted by law, a contract for supplies or services may be entered into for a period of time of up to five (5) years, provided the terms of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. To extend beyond the five year total will be at the discretion of the

County Administrator or as County Council may direct. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds and may be subject to nonsubstitution provisions.

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

#### **Section 11.5-51. Contract Clauses.**

- (1) **Contract Clauses.** All contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The CPO may also issue clauses appropriate for supply, service, or construction contracts, including but not limited to the following subjects:
  - (a) The unilateral right of the County to order in writing changes in the work within the scope of the contract;
  - (b) The unilateral right of the County to order in writing temporary stoppage of the work or delaying performance that does not alter the scope of the contract.
  - (c) Variations occurring between estimated quantities of work in a contract and actual quantities;
  - (d) Defective pricing;
  - (e) Liquidated damages;
  - (f) Specified excuses for delay or non-performances;
  - (g) Termination of the contract for default;
  - (h) Termination of the contract in whole or in part for the convenience of the County;
  - (i) Suspension of work on a construction project ordered by the County; and
  - (j) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site condition clauses need not be included in the contract:
    - (i) When the contract is negotiated;
    - (ii) When the contract provides the site or design; or
    - (iii) When the parties have otherwise agreed with respect to the risk of differing conditions.

- (2) **Price Adjustments.**

Adjustments in price resulting from the use of contract clauses required in Subsection 1 of this Section shall be computed in one or more of the following ways:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the contract or subsequently agreed upon;
  - (3) By the cost attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
  - (4) In such other manner as contracting parties may mutually agree; or
  - (5) In the absence of agreement by the parties, by unilateral determination by the County of the reasonable costs allocable, either directly or indirectly, to the events or situations under such clauses as accounted for in accordance with generally accepted accounting principles, and with adjustment of profit or fee, as appropriate, and subject to the Legal and Contractual Remedies section herein.
- (3) **Standard Clauses and Their Modification.** The CPO may establish, in consultation with the County Attorney, standard contract clauses for use in County contracts. If the CPO establishes any standard clauses addressing the subjects set forth in Subsection 1 of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that the nature of any such material variation be stated in the Invitation for Bids or Request for Proposals.

#### **Section 11.5-52. Fiscal Responsibility.**

Every contract modification, change order, or contract price adjustment under a construction contract with the County in an amount less than \$30,000 can be approved by the CPO. Any contract modifications, change order, or contract price adjustment under a construction contract with the County in excess of \$30,000 shall be subject to prior approval by the County Administrator after receiving a report from the Finance Director of the County as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget. Any contract modification, change order, or contract price adjustment in excess of \$150,000 or twenty percent (20%) of the contract award, whichever amount is higher, shall be subject to approval by County Council.

### **INSPECTION OF PLANT AND AUDIT OF RECORDS**

#### **Section 11.5-53. Right to Inspect Plant.**

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

#### **Section 11.5-54. Right to Audit Records.**

The county shall be entitled to audit the books and records of a contractor or subcontractor under any negotiated contract or subcontract other than firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.

## REPORTS AND RECORDS

### Section 11.5-55 Procurement Records.

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

## LEASING AND RENTING

### Section 11.5-56. Leasing and Renting.

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

## DISPOSAL OF PROPERTY

### Section 11.5-57. Sale, Transfer, Disposal of Surplus, Excess, Obsolete and/or Junk Supplies and Property.

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

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

### Section 11.5-58. Trade-In Sales.

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



**Section 11.5-59. Allocation of Proceeds from Sale, Lease or Disposal of Surplus Supplies.**

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

**PROTESTS**

**Section 11.5-60. Authority to Resolve Protested Solicitations and Awards.**

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

**Section 11.5-61. Authority to Debar or Suspend.**

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

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, or directly affects responsibility as a County contractor;
- (c) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the CPO to be so serious as to justify debarment action:
  - (i) Deliberate failure without good cause to perform in accordance with the Specifications or within the time limit provided in the contract; or
  - (ii) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- (e) Any other cause the CPO determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for cause;
- (f) For violation of the ethical standards set forth in Title 8, Chapter 13 of South Carolina Code of Laws 1976 as amended.

(3) **Decision.** The CPO shall issue a written decision to debar or suspend. The decision shall:

- (a) State the reasons for the action taken; and
- (b) Inform the debarred or suspended person involved of his rights to administrative review as provided in this Article.

(4) **Notice of Decision.** A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other intervening party.

(5) **Finality of Decision.** A decision shall be final and conclusive, unless fraudulent, or the debarred or suspended person appeals administratively to the County Administrator. Debarment is not stayed pending appeal.

**Section 11.5-62. Authority to Resolve Contract and Breach of Contract Controversies.**

(1) **Applicability.** This Section applies to controversies between the County and a contractor and which arise under, or by virtue of, a contract between them, and is not applicable to bid or contract award processes. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) **Authority.** The CPO is authorized, prior to commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in the Authority to Resolve Contract and Breach of Contract Controversies section herein.

(3) **Decision.** If such a controversy is not resolved by mutual agreement, the CPO shall promptly issue a decision in writing. The decision shall:

- (a) State the reason for the action taken; and
- (b) Inform the contractor of his rights to administrative review as provided in this Article.

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

**Section 11.5-63. Solicitations or Awards in Violation of Law.**

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

**Section 11.5-64. Remedies Prior to Award.**

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

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

**Section 11.5-65. Remedies After An Award.**

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

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

## ETHICS

### Section 11.5-66. Ethics, Government Accountability and Rules of Conduct.

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

### Section 11.5-67. Prohibition Against Contingent Fees.

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

### Section 11.5-68. Sanctions.

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

- (1) **Employees.** The County Administrator may impose sanctions on a County employee for violations of the ethical standards in this Article or in the South Carolina State Ethics Act.
- (2) **Non-employees.** The CPO may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:
  - (a) Written warnings or reprimands;
  - (b) Termination of contract(s); or
  - (c) Debarment or suspension as provided in Section 24-61.

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Second Reading of Ordinance No. 04-2014/15 - Deferral

**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)* Defer Second Reading of 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

August 21, 2014

**AGENDA ITEM:** Boards & Commissions  
Workforce Investment Board

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Recommendation Of The Appointment Of Mariel McAllister To Fill The Vacant Seat On The Workforce Investment Board Representing The Private Sector (Replacing Bill Sebnick Who Resigned), With Appropriate Expiration Term.

**ATTACHMENTS:**

1. Letter from Pee Dee Workforce Investment Board
2. Letter from Greater Lake City Chamber of Commerce
3. List of current Workforce Investment Board

July 31, 2014

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

Dear Mr. Schofield:

As you are aware, Mr. Bill Sebnick has resigned from his position on the Pee Dee Workforce Investment Board as of June 30, 2014, after approximately 15 years of service on the WIB. As a result, his vacated position must be filled by a private sector member from Florence County effective July 1, 2014.

As you are aware, all private sector members must be nominated in accordance with Section 117(b)(2)(A) of the Workforce Investment Act - Private sector representatives on the council (PDWIB) shall meet the following criteria:

1. Are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority;
2. Represent businesses with employment opportunities that reflect the employment opportunities of the local area; and
3. Are appointed from among individuals nominated by local business organizations and business trade associations

Please find attached an e-mail nomination from the Greater Lake City Chamber of Commerce for Mariel McAllister, Human Resources Manager at ICE Recycling. You may accept the nomination from the Chamber of Commerce and name Ms. McAllister to fill Mr. Sebnick's vacated position on the WIB or, if this nomination is not satisfactory, the Council has the option to secure other nominations from similar organizations that have members who are affiliated with for-profit businesses.

Please place this matter on County Council's agenda at your earliest convenience. For our records, a written response as to the disposition of this matter would be appreciated.

If there are any questions regarding this matter you may call me at (843) 669-3138.

Sincerely,



Joette R. Dukes, CGFO  
Workforce Development Director



## Joette Dukes

---

**From:** lccoc1 <lccoc1@ftc-i.net>  
**Sent:** Wednesday, July 30, 2014 4:08 PM  
**To:** Joette Dukes  
**Subject:** Nomination

**From:** lccoc1 [<mailto:lccoc1@ftc-i.net>]  
**Sent:** Wednesday, July 30, 2014 3:09 PM  
**To:** 'j-dukes@peecdeecog.org'  
**Subject:** Nomination

Greetings Ms. Dukes,

The Greater Lake City Chamber of Commerce would like to nominate Mariel McAllister for a position on the Pee Dee Workforce Investment Board of Directors. Ms. McAllister is the Human Resource Manager at ICE Recycling, one of our larger employers here in Lake City. Although it will be tough filling Mr. Bill Sebnick's shoes, we believe Mariel will be an excellent fit for your board and have a lot to offer your organization. She is excited to be nominated and said she is always looking for ways to broaden her horizons.

She asked if you would please contact her to give her some details about your organization and the responsibilities of being a nominee for the position on your board. Her work number is (843) 374-0217 and her work cell number is (843) 372-7110.

Thank you for your consideration and please contact me if there is anything more I can assist you with.

Sincerely,

*Ava Baker, Executive Director*



PO Box 669 / 144 South Acline Street  
Lake City, SC 29560  
(843) 374-8611 fax (843) 374-7938  
LCCOC1@ftc-i.net  
[www.lakecitysc.org](http://www.lakecitysc.org)

## 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

Les Echols  
Greater Florence Chamber of Commerce  
459 Harborough Court  
Florence, SC 29501  
665-0515 (W)  
616-1030 (H)

6/30/2017

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

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

6/30/2017

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

6/30/2014

# FLORENCE COUNTY COUNCIL MEETING

August 21, 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 May 31, 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 05/31/14**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
<b>REVENUES</b>				
Taxes	36,920,690	36,743,112	177,578	0.48%
Licenses & Permits	1,525,350	1,113,387	411,963	27.01%
Fines & Fees	3,229,000	2,221,339	1,007,661	31.21%
Intergovernmental	5,792,783	4,544,320	1,248,463	21.55%
Sales and Other Functional	5,638,050	5,020,458	617,592	10.95%
Miscellaneous	558,250	456,235	102,015	18.27%
Operating Transfers	(1,369,343)	(230,000)	(1,139,343)	83.20%
Use of Fund Balance	-	-	-	
<b>TOTAL</b>	<b>52,294,780</b>	<b>49,868,852</b>	<b>2,425,928</b>	<b>4.64%</b>

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY14  
07/01/13 TO 05/31/14**

		BUDGETED	YEAR-TO-DATE	REMAINING	
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	PCT
10-411-401	County Council	359,672	303,521	56,151	15.61%
10-411-402	Administrator	632,029	466,849	165,180	26.13%
10-411-403	Clerk of Court	1,848,147	1,661,850	186,298	10.08%
10-411-404	Solicitor	1,072,306	998,755	73,551	6.86%
10-411-405	Judge of Probate	513,719	461,108	52,611	10.24%
10-411-406	Public Defender	754,589	654,388	100,201	13.28%
10-411-407	Magistrates	2,332,736	2,107,017	225,719	9.68%
10-411-409	Legal Services	79,650	236,117	(156,467)	-196.44%
10-411-410	Voter Registration & Elections	579,377	433,135	146,242	25.24%
10-411-411	Finance	780,332	697,774	82,558	10.58%
10-411-412	Human Resources	352,339	314,760	37,579	10.67%
10-411-413	Procurement & Vehicle Maintenance	613,264	789,533	(176,269)	-28.74%
10-411-414	Administrative Services	403,330	363,517	39,813	9.87%
10-411-415	Treasurer	1,237,228	1,115,050	122,178	9.88%
10-411-416	Auditor	477,730	412,605	65,125	13.63%
10-411-417	Tax Assessor	1,322,574	1,174,356	148,218	11.21%
10-411-418	Planning and Building	2,079,074	1,583,320	495,754	23.84%
10-411-419	Complex	1,624,028	1,265,394	358,634	22.08%
10-411-420	Facilities Management	764,911	685,777	79,134	10.35%
10-411-427	Information Technology	2,373,257	2,201,224	172,033	7.25%
10-411-446	Veteran's Affairs	150,489	136,606	13,883	9.23%
10-411-480	Senior Citizen Centers	326,487	200,599	125,888	38.56%
10-411-485	General Direct Assistance	217,996	202,575	15,421	7.07%
10-411-488	Contingency	90,396	21,669	68,727	76.03%
10-411-489	Employee Non-Departmental	399,502	736,979	(337,477)	-84.47%
10-421-421	Sheriff's Office	15,719,674	13,756,335	1,963,339	12.49%
10-421-422	Emergency Management	2,509,458	2,150,255	359,203	14.31%
10-421-428	County Fire	112,756	105,146	7,610	6.75%
10-421-481	Rural Fire Departments	15,140	3,546	11,594	76.58%
10-451-423	EMS	5,685,554	4,636,749	1,048,805	18.45%
10-451-424	Rescue Squads	741,498	536,328	205,170	27.67%
10-451-425	Coroner	312,034	261,335	50,699	16.25%
10-451-441	Health Department	80,934	58,255	22,679	28.02%
10-451-442	Environmental Services	759,891	686,630	73,261	9.64%
10-451-485	Health Direct Assistance	14,502	5,883	8,619	59.43%
10-461-485	Welfare - MIAP & DSS	465,075	416,516	48,559	10.44%
10-471-451	Recreation	1,837,442	1,541,984	295,458	16.08%
10-471-455	County Library	3,676,728	3,260,201	416,527	11.33%
10-481-485	Literacy Council	4,515	3,386	1,129	25.00%
TOTAL		53,320,363	46,647,030	6,673,333	12.52%

Percent of Fiscal Year Remaining = 8.33%

**FLORENCE COUNTY  
BUDGET REPORT - OTHER FUNDS  
CURRENT PERIOD: 07/01/13 TO 05/31/14**

	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	3,932,228	22,395	0.57%	3,954,622	3,983,178	-	0.00%
112 Economic Development Partnership Fund	439,749	328,980	110,769	25.19%	439,749	53,853	385,896	87.75%
123 Local Accommodations Tax Fund	2,474,087	2,489,290	-	0.00%	2,474,087	2,436,281	37,806	1.53%
124 Local Hospitality Tax Fund	1,190,511	1,020,489	170,022	14.28%	1,190,511	1,170,405	20,106	1.69%
131 District Utility Allocation Fund	1,007,516	283,422	724,094	71.87%	1,007,516	1,007,516	-	0.00%
132 District Infrastructure Allocation Fund	994,427	438,351	556,076	55.92%	994,427	909,427	85,000	8.55%
151 Law Library Fund	88,586	50,020	38,566	43.54%	88,586	32,349	56,237	63.48%
153 Road System Maintenance Fee Fund	3,791,395	2,868,685	922,710	24.34%	3,791,395	2,625,754	1,165,641	30.74%
154 Victim/Witness Assistance Fund	206,327	171,976	34,351	16.65%	206,327	177,118	29,209	14.16%
421 Landfill Fund	4,132,092	3,304,812	827,280	20.02%	4,132,092	3,147,849	984,243	23.82%
431 E911 System Fund	1,208,939	336,437	872,502	72.17%	1,208,939	492,006	716,933	59.30%
<b>TOTALS:</b>	<b>19,488,251</b>	<b>15,224,690</b>	<b>4,278,764</b>	<b>21.96%</b>	<b>19,488,251</b>	<b>16,035,736</b>	<b>3,481,071</b>	<b>17.86%</b>

**Percent of Fiscal Year Remaining: 8.33%**

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 5/31/2014**

<b>Council District #</b>	<b>Type of Allocation</b>	<b>Beginning Budget FY13</b>	<b>Commitments &amp; Current Year Expenditures</b>	<b>Current Available Balances</b>
<b>1</b>	Infrastructure	109,499.00	58,383.00	51,116.00
	Paving	106,179.00	-	106,179.00
	Utility	291,623.00	196,623.00	95,000.00
	In-Kind	19,800.00	-	19,800.00
<b>2</b>	Infrastructure	58,030.00	44,583.00	13,447.00
	Paving	189,068.00	8,750.00	180,318.00
	Utility	38,001.00	13,000.00	25,001.00
	In-Kind	19,800.00	399.00	19,401.00
<b>3</b>	Infrastructure	90,955.00	83,740.00	7,215.00
	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
<b>4</b>	Infrastructure	260,502.00	92,475.00	168,027.00
	Paving	212,434.00	-	212,434.00
	Utility	67,773.00	26,843.00	40,930.00
	In-Kind	19,800.00	5,183.00	14,617.00
<b>5</b>	Infrastructure	54,273.00	54,273.00	-
	Paving	198,019.00	26,565.00	171,454.00
	Utility	126,452.00	58,033.00	68,419.00
	In-Kind	19,800.00	1,860.00	17,940.00
<b>6</b>	Infrastructure	284,050.00	93,973.00	190,077.00
	Paving	256,950.00	173,433.00	83,517.00
	Utility	335,839.00	26,000.00	309,839.00
	In-Kind	19,800.00	2,179.00	17,621.00
<b>7</b>	Infrastructure	122,310.00	115,217.00	7,093.00
	Paving	237,631.00	176,381.00	61,250.00
	Utility	237,263.00	81,370.00	155,893.00
	In-Kind	19,800.00	1,216.00	18,584.00
<b>8</b>	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
<b>9</b>	Infrastructure	84,880.00	22,743.00	62,137.00
	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 May 31, 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	\$ 5,412,973.94	\$ 7,164,150.55	\$ 3,448,999.67	\$ 16,026,124.16	\$ 122,725,495.84	11.55%
US 76 Widening	\$ 31,641,621.00	\$ 2,312,565.98	\$ 2,638,124.41	\$ 1,112,254.58	\$ 6,062,944.97	\$ 25,578,676.03	19.16%
TV Road Widening	\$ 34,519,290.00	\$ 2,273,284.99	\$ 2,638,929.57	\$ 77,277.01	\$ 4,989,491.57	\$ 29,529,798.43	14.45%
SC 51 Widening	\$ 151,533,817.00	\$ 3,101,074.82	\$ 2,966,565.72	\$ 15,424.24	\$ 6,083,064.78	\$ 145,450,752.22	4.01%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 335,420.68	\$ 127.58	\$ -	\$ 335,548.26	\$ 73,128,597.74	0.46%
	\$ 447,587,262.00	\$ 14,145,617.50	\$ 16,632,895.63	\$ 18,883,935.46	\$ 49,662,448.59	\$ 397,924,813.41	11.10%

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	\$ 9,125,558.80	100.74%
Sales Tax Interest Earnings	\$ -				\$ 10,221,580.48	\$ -	100.00%
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

August 21, 2014

**AGENDA ITEM:** Reports to Council  
Fire Department Report

**DEPARTMENT:** Administration  
Finance

## **ISSUE UNDER CONSIDERATION:**

At The Request Of Council, The County Administrator Will Provide A Brief Report Regarding The Status Of The FY2015 Funds Disbursements To The Fire Districts.

## **POINTS TO CONSIDER:**

1. Contracts have been executed with all the fire departments with the exception of West Florence.
2. In accordance with the contracts, on July 1<sup>st</sup> checks were processed to each of the six fire departments for four months of their Council approved FY2014/15 budgets.
3. Since West Florence Fire Department declined to sign the contract with Florence County, they were paid the property taxes collected during the last half of June and during the month of July. West Florence was paid for the amount of property taxes received under their current 8.0 mill tax levy. This is the same amount they would have received had consolidation not taken place.
4. For the record, also included as attachments to this fact sheet are the canceled checks for the payments made to South Lynches Fire District during July and August for property taxes collected for them, based on their current millage levy.

## **OPTIONS:**

No action is required. This is presented as information to Council.

## **ATTACHMENTS:**

1. Copy of email correspondence to fire departments regarding July 1 check.
2. Copies of vouchers for payments to fire departments on July 1.
3. Copies of canceled checks for the fire departments.
4. Copy of letter to West Florence, along with associated documents, for the payment in July to the district for property tax collections during the second half of June.
5. Copy of canceled check to West Florence.
6. Copy of email correspondence with West Florence regarding the payment in August for property tax collections in July.
7. Copies of canceled checks to South Lynches Fire District.

## Kevin Yokim

---

**From:** Kevin Yokim  
**Sent:** Tuesday, July 1, 2014 11:28 AM  
**To:** John DeLung (jdelung@windyhillfire.com); 'Billy Dillon (BDillon@howespringsfire.org)'; sardistfd@gmail.com; mtedder@hannahsaalemfire.com; 'Kerry Tanner (ktannerjfd@frontier.com)'; olantafire50@yahoo.com; whvfc22@aim.com; jyarborough@howespringsfire.org; PhillipeCopeland@aol.com; preacherlanney@gmail.com; 'vmtbear99@yahoo.com'; 'don@uswonline.com'  
**Cc:** KG R Smith; Samuel K. Brockington; Kathy Coker  
**Subject:** Contracts and checks  
  
**Importance:** High

In accordance with the terms of the contract, a check for the first four months of your FY2014/15 appropriation is being prepared and will be available for pickup at 1pm today, along with your executed original copy of the contract.

You may pick your check up from Room 602 in the County Complex this afternoon. If you would like for your check to be mailed to you, please let me know.

If we don't hear from you by 4pm this afternoon, your check and contract copy will be placed in the mail.

Kevin V. Yokim, CPA, CGFO  
Florence County Finance Director  
180 N. Irby St., MSC-H  
Florence, SC 29501  
Ph: 843-665-3013  
Fax: 843-665-4515  
[kyokim@florenceco.org](mailto:kyokim@florenceco.org)

VENDOR: 21186    VENDOR NAME: HOWE SPRINGS FIRE DEPARTMENT

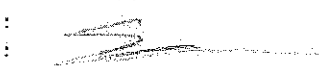
CFP/PO#	INVOICE#	INVOICE DATE	INVOICE AMOUNT	ACCOUNT DISTRIBUTION	ACCOUNT AMOUNT	DUE DATE
C310304	#1/15	7/01/14	347,662.67	037-451-428-130-9000-0000	347,662.67	7/01/14

VOUCHER  
OVER  
\$2000.00

\*\* VOUCHER OVER \$ 2,000.00

\*\* VENDOR TOTAL:

347,662.67

PREPARED BY:	:	AUTHORIZED BY:	:	:	:	DATE:	:
CTERRY	:		:	:	:	:	:

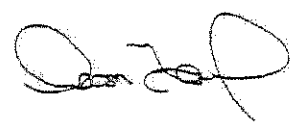


021186 #1/15 7/01/14 347,662.67  
CHECK#: 507057 TOTAL 347,662.67 347,662.67

507057

507057 7/01/14  
EXACTLY \$347,662 DOLLARS AND 67 CENTS \$347,662.67

HOWE SPRINGS FIRE DEPARTMENT  
ATTN: CHIEF BILLY DILLON  
3423 WARD RD  
EFFINGHAM SC 29541  
000000000



⑈507057⑈ ⑆053205483⑆ 267917439804⑈

HOWE SPRINGS FIRE DEPARTMENT  
ATTN: CHIEF BILLY DILLON  
3423 WARD RD  
EFFINGHAM SC 29541  
000000000

FLORENCE COUNTY COUNCIL      ACCOUNTS PAYABLE VOUCHER      FISCAL YEAR: 2014 - 2015

VENDOR: 21187      VENDOR NAME: HANNAH-SALEM-FRIENDFIELD FIRE

PO#	INVOICE#	INVOICE DATE	INVOICE AMOUNT	ACCOUNT DISTRIBUTION	ACCOUNT AMOUNT	DUE DATE
310305	#1/15	7/01/14	127,123.34	037-451-428-200-9000-0000	127,123.34	7/01/14

**VOUCHER  
OVER  
\$2000.00**

\*\* VOUCHER OVER \$ 2,000.00

\*\* VENDOR TOTAL:

127,123.34

PREPARED BY:	AUTHORIZED BY:	DATE:
CTERRY		



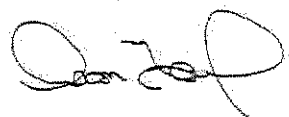


021187 #1/15 7/01/14 127,123.34  
 CHECK#: 507058 TOTAL 127,123.34 127,123.34

507058

507058 7/01/14  
 EXACTLY \$127,123 DOLLARS AND 34 CENTS \$127,123.34

HANNAH-SALEM-FRIENDFIELD FIRE  
 DEPT. ATTN CHIEF MONTY TEDDER  
 630 W HWY 378  
 PAMPLICO SC 29583  
 0000000000



⑈507058⑈ ⑆053205483⑆ 26751743980⑈

HANNAH-SALEM-FRIENDFIELD FIRE  
 DEPT. ATTN CHIEF MONTY TEDDER  
 630 W HWY 378  
 PAMPLICO SC 29583  
 0000000000

F L O R E N C E   C O U N T Y   C O U N C I L      A C C O U N T S   P A Y A B L E   V O U C H E R      F I S C A L   Y E A R :   2 0 1 4   -   2 0 1 5

VENDOR: 21188    VENDOR NAME: OLANTA FIRE DEPARTMENT

CFP/PO#	INVOICE#	INVOICE DATE	INVOICE AMOUNT	ACCOUNT DISTRIBUTION	ACCOUNT AMOUNT	DUE DATE
C310306	#1/15	7/01/14	106,638.34	037-451-428-330-9000-0000	106,638.34	7/01/14

VOUCHER  
OVER  
\$2000.00

\*\* VOUCHER OVER \$ 2,000.00

\*\* VENDOR TOTAL:

106,638.34

.....	:	.....	:	.....	:	.....
: PREPARED BY:	:	: AUTHORIZED BY:	:	:	:	: DATE:
: CTERRY	:	:	:	:	:	:
:	:	:	:	:	:	:
.....	:	.....	:	.....	:	.....

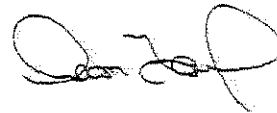


021188 #1/15 7/01/14 106,638.34  
CHECK#: 507059 TOTAL 106,638.34 106,638.34

507059

507059 7/01/14  
EXACTLY \$106,638 DOLLARS AND 34 CENTS \$106,638.34

OLANTA FIRE DEPARTMENT  
ATTN: CHIEF JIMMY COKER  
PO BOX 366  
OLANTA SC 29114  
000000000



⑈507059⑈ ⑆053205483⑆ 287517439801⑈

OLANTA FIRE DEPARTMENT  
ATTN: CHIEF JIMMY COKER  
PO BOX 366  
OLANTA SC 29114  
000000000

FLORENCE COUNTY COUNCIL      ACCOUNTS PAYABLE VOUCHER      FISCAL YEAR: 2014 - 2015

VENDOR: 21189      VENDOR NAME: SARDIS-TIMMONSVILLE FIRE


CFP/PO#	INVOICE#	INVOICE DATE	INVOICE AMOUNT	ACCOUNT DISTRIBUTION	ACCOUNT AMOUNT	DUE DATE
C310307	#1/15	7/01/14	129,331.67	037-451-428-400-9000-0000	129,331.67	7/01/14

**VOUCHER  
OVER  
\$2000.00**

\*\* VOUCHER OVER \$ 2,000.00

\*\* VENDOR TOTAL:

129,331.67

PREPARED BY:	AUTHORIZED BY:	DATE:
CTERRY		

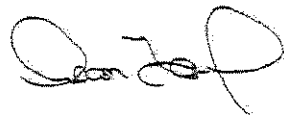


021189 #1/15 7/01/14 129,331.67  
CHECK#: 507060 TOTAL 129,331.67 129,331.67

507060

507060 7/01/14  
EXACTLY \$129,331 DOLLARS AND 67 CENTS \$129,331.67

SARDIS-TIMMONSVILLE FIRE  
DEPT. ATTN: CHIEF WILL WARD  
1211 W SMITH ST  
TIMMONSVILLE SC 29161  
000000000



⑈507060⑈ ⑆053205483⑆ 267517439801⑈

SARDIS-TIMMONSVILLE FIRE  
DEPT. ATTN: CHIEF WILL WARD  
1211 W SMITH ST  
TIMMONSVILLE SC 29161  
000000000

VENDOR: 21190      VENDOR NAME: JOHNSONVILLE FIRE DEPARTMENT

CFP/PO#	INVOICE#	INVOICE DATE	INVOICE AMOUNT	ACCOUNT DISTRIBUTION	ACCOUNT AMOUNT	DUE DATE
C310308	#1/15	7/01/14	166,521.00	037-451-428-500-9000-0000	166,521.00	7/01/14

VOUCHER  
OVER  
2,000.00

\*\* VOUCHER OVER \$ 2,000.00

\*\* VENDOR TOTAL:

166,521.00

PREPARED BY:	:	AUTHORIZED BY:	:	:	:	DATE:	:
CTERRY	:		:	:	:	:	:



**COUNTY OF FLORENCE  
CLAIM FOR PAYMENT**

21190

C 310308

Vendor Johnsonville Spc Equipment


Address \_\_\_\_\_

Date 7/6/19

Note: All reclaims must be completed for claims to be processed. All incomplete claims will be returned to the issuing department.

Fund	Function	Dept	Division	Line Item	Project	Invoice #	Invoice Date	Description	Amount
037	457	428	880	9880		#465	7/6/19	first payment end of year est con tract	16,521.00

I HEREBY CERTIFY, upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above, that the articles or services have been delivered or performed as stated herein except as otherwise indicated above by me. The above items are in my approved departmental budget for the present fiscal year.

Approved for Payment	
Finance Director	
DATE	

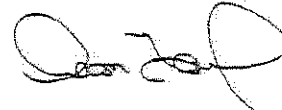
NAME

021190 #1/15 7/01/14 166,521.00  
CHECK#: 507061 TOTAL 166,521.00 166,521.00

507061

507061 7/01/14  
EXACTLY \$166,521 DOLLARS AND 00 CENTS \$166,521.00

JOHNSONVILLE FIRE DEPARTMENT  
ATTN: CHIEF KERRY TANNER  
PO BOX 594  
JOHNSONVILLE SC 29555  
000000000



⑈507061⑈ ⑆053205483⑆ 287517439801⑈

JOHNSONVILLE FIRE DEPARTMENT  
ATTN: CHIEF KERRY TANNER  
PO BOX 594  
JOHNSONVILLE SC 29555  
000000000

VENDOR: 21191    VENDOR NAME: WINDY HILL VOLUNTEER FIRE CO


CFP/PO#	INVOICE#	INVOICE DATE	INVOICE AMOUNT	ACCOUNT DISTRIBUTION	ACCOUNT AMOUNT	DUE DATE
C310303	#1/15	7/01/14	337,085.34	037-451-428-120-9000-0000	337,085.34	7/01/14

VOID  
VOID  
VOID

\*\* VOUCHER OVER \$ 2,000.00

\*\* VENDOR TOTAL:

337,085.34

PREPARED BY:	:	AUTHORIZED BY:	:	:	:	DATE:	:
CTERRY	:		:	:	:	:	:

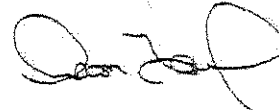


021191 #1/15 7/01/14 337,085.34  
CHECK#: 507062 TOTAL 337,085.34 337,085.34

507062

507062 7/01/14  
EXACTLY \$337,085 DOLLARS AND 34 CENTS \$337,085.34

WINDY HILL VOLUNTEER FIRE CO  
ATTN: CHIEF JOHN DELUNG  
103 N WILLIAMSON RD  
FLORENCE SC 29506  
000000000



⑈507062⑈ ⑆053205483⑆ 25752743980⑈

WINDY HILL VOLUNTEER FIRE CO  
ATTN: CHIEF JOHN DELUNG  
103 N WILLIAMSON RD  
FLORENCE SC 29506  
000000000

**NBSC**  
FLORENCE, SC

**FLORENCE COUNTY FINANCE DEPARTMENT**

CITY-COUNTY COMPLEX  
180 N. IRBY ST., MSC-H  
FLORENCE, S.C. 29501

67-66  
6532

NO. 507062

CHECK  
NUMBER  
507062

DATE—

7/01/14

EXACTLY \$337,085 DOLLARS AND 34 CENTS

AMOUNT  
\$337,085.34

PAY  
TO  
THE  
ORDER  
OF

WINDY HILL VOLUNTEER FIRE CO  
ATTN: CHIEF JOHN DELUNG  
103 N WILLIAMSON RD  
FLORENCE SC 29506

000000000

FLORENCE COUNTY TREASURER

⑈ 507062⑈ ⑆053205483⑆ 267517439801⑈

053205483-2001 1-07/07/14

**FRONT REINFORCEMENT BANK**

200

country features  
chemical protection paper  
resistant fibers  
ultra violet inhibitor  
ultra violet inhibitor  
ultra violet inhibitor

Openings  
When chemically altered, fine area treated  
will appear as a brown stain or spot.  
Visible only under ultraviolet light.  
Cannot be photocopied or scanned.  
Inkable watermark on backside of check  
will appear when held with a coin or  
held at an angle to view.  
Pink flag on back of check should always  
appear when rubbed with thumb or finger.

Heat sensitive pink flag disappears when exposed  
to heat by rubbing or touching with thumb.  
The security features listed below, as well as those  
, not listed, exceed industry guidelines.

Product design is a trademark of Check Payment Systems Association

⑆053205483⑆ 2001 1-07/07/14

DO NOT WRITE. STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

*Windy Hill Volunteer Fire Co.*  
*John Delung*  
*021000312495*

**NBSC**  
FLORENCE, SC

**FLORENCE COUNTY FINANCE DEPARTMENT**  
CITY-COUNTY COMPLEX  
180 N. IRBY ST., MSC-H  
FLORENCE, S.C. 29501

NO. 507061

CHECK NUMBER: 507061  
DATE: 7/01/14  
EXACTLY \$166,521 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: JOHNSONVILLE FIRE DEPARTMENT  
ATTN: CHIEF KERRY TANNER  
PO BOX 594  
JOHNSONVILLE SC 29555  
000000000

\$166,521.00

*[Signature]*  
FLORENCE COUNTY TREASURER

⑈ 507061⑈ ⑆053205483⑆ 267517439801⑈

**1** The security features listed below, as well as those not listed, exceed industry guidelines.

Security Feature	Description
Chemical Protection Paper	When chemically treated, this area treated will appear as a brown stain or spot.
Fluorescent Fibers	Visible only under ultraviolet light.
Colorful Watermark	Cannot be photocopied or scanned.
Thermochromic Ink	Invisible watermark on substrate of check will appear when rubbed with a coin or card as an anti-fraud feature.
	Printed on back of check should disappear when rubbed with thumb or finger.

Heat sensitive printing disappears when exposed to heat, by rubbing or touching with thumb.

Product design is a certification mark of Direct Payment Systems Association.

Branch: 485  
Seq: 61  
Batch: 003537  
Date: 07/02/14

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE  
*Johnsonville Fire Dept*  
*Kerry Tanner*  
*for deposit only*

**NBSC**  
FLORENCE, SC

FLORENCE COUNTY FINANCE DEPARTMENT  
CITY-COUNTY COMPLEX  
180 N. IRBY ST., MSC-H  
FLORENCE, S.C. 29501

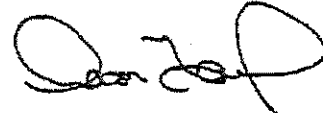
67-98  
0582

NO. 507060

CHECK NUMBER: 507060  
DATE: 7/01/14  
EXACTLY \$129,331 DOLLARS AND 67 CENTS

AMOUNT  
\$129,331.67

PAY TO THE ORDER OF  
SARDIS-TIMMONSVILLE FIRE DEPT.  
ATTN: CHIEF WILL WARD  
1211 W SMITH ST  
TIMMONSVILLE SC 29161  
000000000



FLORENCE COUNTY TREASURER

⑈ 507060⑈ ⑆053205483⑆ 267517439801⑈

>853207339< 20140707  
THE CITIZENS BANK  
704 44

**Thermochromic Ink**

Have sensitive pink bag disappears when exposed to heat, by rubbing or touching with thumb.

**Security Features**

When extremely stressed, the ink's treated will appear as a brown stain or spot.

View only under ultraviolet light.

Cannot be photocopied or scanned.

Imitate watermark on backside of check will appear when rubbed with a coin or held at an angle to view.

Pink bag on back of check should disappear when rubbed with thumb or finger.

© Feature design is a registered mark of Check Personal Systems Association

**Security Features listed below, as well as those not listed, appear on industry guidelines.**

(85-1072-9) 053205483 267517439801

ENDORSE HERE

X SARDIS T... FIRE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE



**NBSC**  
FLORENCE, SC

**FLORENCE COUNTY FINANCE DEPARTMENT**  
CITY-COUNTY COMPLEX  
180 N. IRBY ST., MSC-H  
FLORENCE, S.C. 29501

67-88  
0532

NO. 507059

CHECK  
NUMBER

507059

DATE

7/01/14

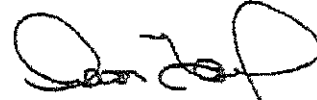
AMOUNT

\$106,638.34

EXACTLY

\$106,638 DOLLARS AND 34 CENTS

PAY OLANTA FIRE DEPARTMENT  
TO ATTN: CHIEF JIMMY COKER  
THE PO BOX 366  
ORDER OLANTA SC 29114  
OF  
000000000



FLORENCE COUNTY TREASURER

⑈507059⑈ ⑆053205483⑆ 267517439801⑈

>053207339< 20140723  
THE CITIZENS BANK  
404 46

**HEAT SENSITIVE PINK FLAG** disappears when exposed to heat, by rubbing or burning with thumb.

**Security Features**

- Chemical Protection paper
- Fluorescent Fibers
- Chemical Watermark
- Thermochromic Ink

**When obviously absent, the area treated will appear as a screen mesh of gold, visible only under ultraviolet light.**

**Chemical Watermark**

- Chemical watermark on backside of check will appear when rubbed with a coin or held at an angle to view.

**Thermochromic Ink**

- Pink flag on back of check should disappear when rubbed with thumb or finger.

**Product design is a registered mark of Check Payment Systems Association**

**Do not use heat sensitive features listed below, as well as those not listed, beyond industry guidelines.**

<053207339> DWR# 104 TRN# 46 07/23/14

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE  
*X* *James Lee*  
*for deposit only*



**NBSC**  
FLORENCE, SC

**FLORENCE COUNTY FINANCE DEPARTMENT**  
CITY-COUNTY COMPLEX  
180 N IRBY ST. MSC-H  
FLORENCE, S C 29501

67-55  
0532

NO. 507057

CHECK  
NUMBER  
507057

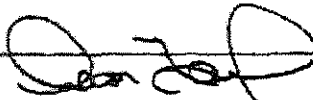
DATE  
7/01/14

AMOUNT  
\$347,662.67

EXACTLY \$347,662 DOLLARS AND 67 CENTS

**PAY** HOWE SPRINGS FIRE DEPARTMENT  
TO THE ORDER OF ATTN: CHIEF BILLY DILLON  
3423 WARD RD  
SPRINGHAM SC 29541

000000000



FLORENCE COUNTY TREASURER

⑈507057⑈ ⑆053205483⑆ 267517439801⑈

**1** Heat sensitive pink bag disappears when exposed to heat, by rubbing or touching with thumb

**2** The security features listed below, as well as those not listed, exceed industry guidelines

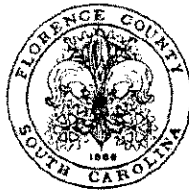
Security Features	Description
Chemical Protection Dupur	When the bag is altered the area treated will appear as a brown stain or spot
Fluorescent Fibers	Visible only under ultraviolet light
Con/Rub Watermarks	Cannot be reproduced or scanned
Thermochromic Ink	Invisible water/mark on backside of check and appears when rubbed with a coin or held at an angle to view
	Pink bag on back of check should disappear when rubbed with thumb or finger

© Product design is a certification mark of Check Systems Association

4067257955

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE  
X 



FLORENCE COUNTY  
Finance Department

July 1, 2014

Chief Larue Hendrix  
West Florence Fire Department  
2114 Waner Street  
Florence, South Carolina 29501

Dear Chief Hendrix:


It is my understanding that West Florence has declined to enter into a contract with Florence County for emergency and fire service to protect the lives and property of the citizens of Florence County. Florence County does not desire to diminish in any way fire and emergency services provided for its citizens. To secure the safety of the public, Florence County proposes the following.

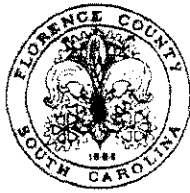
Please find enclosed a check in the amount of \$9,779.19. This represents vehicle tax and delinquent real property tax receipts collected during June 2014, since June 12<sup>th</sup>, based on the 8.0 mill millage rate previously levied for the former West Florence Rural Fire District.

In subsequent months, we will send to the department the vehicle tax and delinquent real property tax receipts collected in that particular month, by the 15<sup>th</sup> of the following month. These collections will also be those received based on the 8.0 mill millage rate previously levied for the former West Florence Rural Fire District.

If you need to discuss any thing further regarding this matter, please feel free to call me at (843)665-3013.

Sincerely,

  
Kevin V. Yokim, CPA, CGFO  
Finance Director



**FLORENCE COUNTY**  
**Office of Treasurer**

# 249077  
PAYMENT AUTHORIZED  
BY WR  
DATE 7/1/14  
ACCT # 31-501-532100

Warr# 927

West Florence Fire District  
PO Box 3952  
Florence, SC 29501

The West Florence Fire Department requests the immediate transfer of

\$ 9,779.19 of the department's funds to the designated bank account for such funds. The amount indicated above is for the disbursement of correct and legal obligations of the West Florence Fire Department. The undersigned hereby certifies that these funds will not be accumulated by the West Florence Fire Department and further, that they will not be used for investment purposes.

**CERTIFICATION**

WEST FLORENCE FIRE DEPARTMENT

K.G. Rusty Smith

K.G. Rusty Smith, County Administrator

Treasurer's Certification of Fund Availability:

Melissa Rawland

Accountant

Dean Fowler, Jr.

Dean Fowler, Jr. Treasurer

**TYPE**

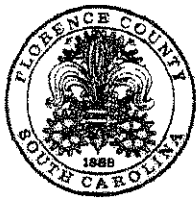
**AMOUNT**

June tax collections

9,779.19

**TOTAL:** 9,779.19

City-County Complex  
180 North Irby Street MSC-Z • Florence, South Carolina 29501 • (843) 665-3041 • Fax (843) 665-3069



FLORENCE COUNTY TREASURER  
 CITY COUNTY COMPLEX  
 180 N. IRBY ST. - MSC-Z  
 FLORENCE, SC 29501

West Florence Fire  
 P.O. Box 3952  
 Florence, S.C.

29502-0000-00

FLORENCE COUNTY TREASURER

CHECK NO.  
**249077**

7/01/2014

Warrant#: 0000927  
 FUND DISTRIBUTION

9,778.79  
 .40

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.



FLORENCE COUNTY TREASURER  
 CITY COUNTY COMPLEX  
 180 N. IRBY ST. - MSC-Z  
 FLORENCE, SC 29501

NBSC  
 FLORENCE, SC  
 67-66  
 0532

CHECK NO.  
**249077**

PAY

DATE	AMOUNT
7/01/2014	*****9,779.19

\*\*\*\*\*NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 19/100 DOLLARS

TO THE  
 ORDER  
 OF

West Florence Fire  
 P.O. Box 3952  
 Florence, S.C.

FLORENCE COUNTY TREASURER



⑈ 249077⑈ ⑆053205483⑆ 267517439801⑈







THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.



FLORENCE COUNTY TREASURER  
CITY COUNTY COMPLEX  
180 N. IRBY ST. - MSC-2  
FLORENCE, SC 29501

NBSC  
FLORENCE, SC  
67-86  
0532

CHECK NO.  
**249077**

DATE	AMOUNT
7/01/2014	*****9,779.19

PAY

\*\*\*\*\*NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 19/100 DOLLARS

TO THE  
ORDER  
OF

West Florence Fire  
P.O. Box 3952  
Florence, S.C.

FLORENCE COUNTY TREASURER



⑈ 249077⑈ ⑆053205483⑆ 267517439801⑈

VOID SIGNATURE STRIPS BELOW THIS LINE  
FOR THIS TYPE OF CHECK

VOID SIGNATURE STRIPS BELOW THIS LINE  
FOR THIS TYPE OF CHECK

VOID SIGNATURE STRIPS BELOW THIS LINE  
FOR THIS TYPE OF CHECK

VOID SIGNATURE STRIPS BELOW THIS LINE  
FOR THIS TYPE OF CHECK

VOID SIGNATURE STRIPS BELOW THIS LINE  
FOR THIS TYPE OF CHECK

**\* SECURITY FEATURES LIST - MEETS EXCEEDS INDUSTRY STANDARDS**

1. MICR LINE: The MICR line is a series of numbers and symbols printed at the bottom of the check, which are used by banks to process checks electronically.

2. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

3. HEAT SENSITIVE VOID AREA: The check contains a heat sensitive void area that is used to verify the authenticity of the check.

4. SECURITY PAPER: The check is printed on security paper that contains embedded security features.

5. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

6. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

7. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

8. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

9. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

10. VOID SIGNATURE STRIPS: The check contains void signature strips that are used to verify the authenticity of the signature.

**Kevin Yokim**

---

**From:** Dustin Fails <dustinf@westflorencefd.com>  
**Sent:** Monday, August 11, 2014 4:52 PM  
**To:** Kevin Yokim  
**Subject:** Re: Check to West Florence

That PO Box is fine.

Thanks!

On Mon, Aug 11, 2014 at 4:50 PM, Kevin Yokim <[KYokim@florenceco.org](mailto:KYokim@florenceco.org)> wrote:

Do you have a preference of addresses?

Kevin V. Yokim, CPA, CGFO

Florence County Finance Director

180 N. Irby St., MSC-H

Florence, SC 29501

Ph: [843-665-3013](tel:843-665-3013)

Fax: [843-665-4515](tel:843-665-4515)

[kyokim@florenceco.org](mailto:kyokim@florenceco.org)

**From:** Dustin Fails [mailto:[dustinf@westflorencefd.com](mailto:dustinf@westflorencefd.com)]  
**Sent:** Monday, August 11, 2014 4:49 PM

**To:** Kevin Yokim  
**Subject:** Re: Check to West Florence

The Chief got the first check to his house and it was deposited. That address is our district mail box and I'll go by there after work and check.

On Mon, Aug 11, 2014 at 4:47 PM, Kevin Yokim <[KYokim@florenceco.org](mailto:KYokim@florenceco.org)> wrote:

Dustin – I talked to the Treasurer's Office.

The check got mailed to:

PO Box 3592

Florence, SC 29502

Did you get the first check to the bank?

Kevin V. Yokim, CPA, CGFO

Florence County Finance Director

180 N. Irby St., MSC-H

Florence, SC 29501

Ph: 843-665-3013

Fax: 843-665-4515

kyokim@florenceco.org

**From:** Dustin Fails [mailto:dustinf@westflorencefd.com]

**Sent:** Monday, August 11, 2014 11:14 AM

**To:** Kevin Yokim

**Subject:** Re: Check to West Florence

OK and just to make sure this was off of the West Florence district taxes correct? And do you know what address they sent it to?

On Aug 11, 2014 11:12 AM, "Kevin Yokim" <KYokim@florenceco.org> wrote:

Dustin,

On Friday, the Treasurer's Office mailed a check for July vehicle and delinquent real property tax collections to West Florence.

Please let me know when you receive it.

Kevin V. Yokim, CPA, CGFO  
Florence County Finance Director  
180 N. Irby St., MSC-H  
Florence, SC 29501  
Ph: 843-665-3013  
Fax: 843-665-4515  
kyokim@florenceco.org

--

Dustin Fails  
Battalion Chief  
843-495-3149  
West Florence Fire District  
www.westflorencefd.com

--

Dustin Fails  
Battalion Chief  
843-495-3149  
West Florence Fire District  
www.westflorencefd.com

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.



FLORENCE COUNTY TREASURER  
CITY COUNTY COMPLEX  
180 N. IRBY ST. - MSC-2  
FLORENCE, SC 29501

NBSC  
FLORENCE, SC  
67-66  
0532

CHECK NO.  
**249537**

DATE	AMOUNT
8/04/2014	*****6,920.34

PAY

\*\*\*\*\*SIX THOUSAND NINE HUNDRED TWENTY AND 34/100 DOLLARS

TO THE  
ORDER  
OF

South Lynches Fire  
345 South Ron McNair Blvd.  
Lake City, S.C.

FLORENCE COUNTY TREASURER



⑈249537⑈ ⑆053205483⑆ 26756743980⑆

SECURITY FEATURE	DESCRIPTION
Void Pencilmark	The ink used to create the check is not soluble in water. If the check is written with a pencil, the ink will not be visible when the check is soaked in water.
Heat Sensitive Lock Box	The lock box on the back of the check is heat sensitive. If the check is soaked in water, the lock box will become transparent, allowing the serial number to be seen.
Former Address	The former address of the payee is printed on the back of the check.
True Watermark	The watermark of the payee is visible when the check is held up to the light.
Fluorescent Fibers	The fibers in the paper are fluorescent and will glow under ultraviolet light.
Chemical Reactivity	The paper is chemically resistant to acids, alkalis, and other chemicals.
Colored Background	The background of the check is colored.
Warning Border	A warning border is printed around the front of the check.
Micro Printing	Micro printing is used for the MICR line on the back of the check.
Security Slogan	A security slogan is printed on the back of the check.

\* SECURITY FEATURES LISTED

\* SECURITY FEATURES LISTED

\* SECURITY FEATURES LISTED

DO NOT SIGN / WRITE  
FOR FINANCIAL INC.  
Branch: 240  
Seq: 31  
Batch: 008464  
Date: 08/08/14

Endorse South Lynches  
Deposit Only  
File District  
Only

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.



FLORENCE COUNTY TREASURER  
CITY COUNTY COMPLEX  
180 N. IRBY ST. - MSC-2  
FLORENCE, SC 29501

NBSC CHECK NO.  
FLORENCE, SC 249191  
67-86  
0532

DATE	AMOUNT
7/10/2014	*****8,181.52

PAY

\*\*\*\*\*EIGHT THOUSAND ONE HUNDRED EIGHTY-ONE AND 52/100 DOLLARS

TO THE ORDER OF

South Lynches Fire  
345 South Ron McNair Blvd.  
Lake City, S.C.

FLORENCE COUNTY TREASURER

*[Signature]*



# 249191# @053205483# 267567439801#

ENDC South Lynches Fire District  
Deposit Only

X

MP

DO NOT SIGN / WRITE OR STAMP BELOW THIS LINE FOR FINANCIAL INSTITUTIONS

LINE

MP

Branch: 240  
Seq: 48  
Batch: 008111  
Date: 07/15/14

\* SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS

SECURITY FEATURE	DESCR -	FOR FEATURE
Void Pantograph	The words "VOID" appear when the check is scanned.	VOID
Heat Sensitive Lock Icon	Response to heat icon will fade when the check is scanned.	LOCK
Toner Adhesion	Chemical reaction to the heat that causes the toner to adhere to the document when scanned.	ADHESION
True Watermark	Watermark visible at paper end. Heat to light to verify.	WATERMARK
Fluorescent Fibers	Invisible fibers embedded into the paper that glow under UV light.	FIBERS
Chemical Reactivity	Paper reacts to chemicals after scanning.	REACTIVITY
Colored Background	Colorful background that protects against fraud.	BACKGROUND
Warning Borders	Alerts for the front and back of the check.	BORDERS
Micro Printing	Border Security features and Backed Security features.	PRINTING
Security Backer	Back printed security features.	BACKER



\* Lock design is a certification mark of the Check Payment Standards Association.

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Administration  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request To Award Bid No. 31-13/14 US Highway 76 Water Line Florence to Timmons ville Connection – Phase II to Southern Fiber Construction & Management Co. LLC of Timmons ville, SC In The Amount Of \$184,962.49 To Be Funded By The South Carolina Department Of Commerce Community Development Block Grant Program (*5 Compliant Bids Received*).

## **POINTS TO CONSIDER:**

- 1) Bid No. 31-13/14 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on Monday, June 9, 2014.
- 2) The bid opening was held on Thursday, July 10, 2014.
- 3) Six (6) bids were received; Five (5) bids were compliant.
- 4) The bid from the lowest bidder J & B Utility Construction of Timmons ville, SC was withdrawn due to errors that were made in the calculation of his bid.
- 5) The Engineer, URS Corporation recommendation that the bid be awarded to the second lowest bidder Southern Fiber Construction & Management Co.
- 6) The bid expires October 10, 2014.

## **FUNDING FACTORS:**

\$184,962.49 = Total funding by the South Carolina Department of Commerce Community Development Block Grant program under line item 141-431-941-000-8600.

## **OPTIONS:**

- 1) Award Bid No. 31-13/14 (*Recommended*).
- 2) Decline Award.

## **ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Withdrawal Request Letter from J & B Utility Construction dated July 25, 2014.
- 3) Bid Withdrawal Response Letter dated July 30, 2014.
- 4) URS Corporation recommendation letter dated July 31, 2014.

BID TABULATION SHEET  
 PROJECT NAME: US Hwy 78 Water Line Florence to Timmonsville Connection  
 PROJECT NO. 46423176

URS CORPORATION  
 425 S. Cashua Drive, SUITE A  
 PO BOX 6406  
 FLORENCE, SC 29502

SHEET NO.  
 1 of 1  
 BID DATE  
 July 10, 2014

CERTIFIED AS CORRECT			July 14, 2014		J&B Utility Contractors, Inc.		Southern Fiber Const & mgt Co., LLC		RWF Construction, LLC		McMahan Brothers Pipeline, Inc.		T B Landmark Construction, Inc.		Breakwater Contracting, Inc.	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1.	10" PVC Water Main	786	LF	21.00	16,506.00	21.75	17,095.50	20.00	15,720.00	33.65	26,448.90	73.00	57,378.00	35.00	27,510.00	
2.	10" RJ PVC Water Main	616	LF	27.00	16,632.00	32.00	19,712.00	28.00	17,248.00	46.75	28,798.00	76.00	46,816.00	42.00	25,872.00	
3.	12" HDPE Horizontal Directional Drill	900	LF	90.00	81,000.00	104.00	93,600.00	110.00	99,000.00	112.00	100,800.00	125.00	112,500.00	210.00	189,000.00	
4.	8" RJ PVC Water Main	20	LF	19.00	380.00	36.36	727.60	45.00	900.00	38.00	760.00	55.00	1,100.00	45.00	900.00	
5.	6" RJ PVC Water Main	10	LF	15.00	150.00	38.16	381.60	32.00	320.00	28.00	280.00	128.00	1,280.00	60.00	600.00	
6.	6" RJ DIP Water Main	50	LF	40.00	2,000.00	47.48	2,374.00	33.00	1,650.00	37.00	1,850.00	60.00	3,000.00	52.00	2,600.00	
7.	10"X6" RJ Tee	3	EA	1,100.00	3,300.00	1,059.77	3,179.31	950.00	2,850.00	811.00	2,433.00	1,358.00	4,074.00	1,200.00	3,600.00	
8.	10"X8" RJ Tee	2	EA	1,250.00	2,500.00	1,184.40	2,368.80	1,050.00	2,100.00	885.00	1,770.00	1,465.00	2,930.00	1,300.00	2,600.00	
9.	6" RJ Tee	1	EA	600.00	600.00	570.31	570.31	860.00	860.00	537.00	537.00	905.00	905.00	600.00	600.00	
10.	10" RJ Plug	1	EA	500.00	500.00	488.37	488.37	400.00	400.00	394.00	394.00	828.00	828.00	530.00	530.00	
11.	8" RJ Plug	2	EA	400.00	800.00	341.62	683.24	320.00	640.00	362.00	724.00	696.00	1,392.00	350.00	700.00	
12.	10" RJ Sleeve	1	EA	800.00	800.00	815.02	815.02	1,000.00	1,000.00	647.00	647.00	1,141.00	1,141.00	900.00	900.00	
13.	12" HPDE X MJ Adapter	2	EA	350.00	700.00	726.28	1,452.56	150.00	300.00	1,125.00	2,250.00	628.00	1,256.00	300.00	600.00	
14.	12"X10" MJ Reducer	2	EA	850.00	1,700.00	596.34	1,192.68	635.00	1,270.00	1,306.00	2,612.00	789.00	1,578.00	480.00	960.00	
15.	10" MJ Expansion Joint	2	EA	7,000.00	14,000.00	5,906.42	11,812.84	7,700.00	15,400.00	4,708.00	9,416.00	8,796.00	<b>17,592.00</b>	7,800.00	15,600.00	
16.	10" RJ Gate Valve & Box	3	EA	2,100.00	6,300.00	2,562.60	7,687.80	2,800.00	8,400.00	2,115.00	6,345.00	2,600.00	7,800.00	2,600.00	7,800.00	
17.	8" RJ Gate Valve & Box	2	EA	1,700.00	3,400.00	1,994.96	3,989.92	1,800.00	3,600.00	1,480.00	2,960.00	2,000.00	4,000.00	1,850.00	3,700.00	
18.	6" RJ Gate Valve & Box	3	EA	1,000.00	3,000.00	1,488.06	4,464.18	1,200.00	3,600.00	1,154.00	3,462.00	1,500.00	4,500.00	1,150.00	3,450.00	
19.	Fire Hydrant Assembly	2	EA	3,500.00	7,000.00	3,184.36	6,368.76	3,200.00	6,400.00	2,134.00	4,268.00	4,500.00	9,000.00	3,200.00	6,400.00	
20.	Cut & Replace Concrete Driveway	118	LF	60.00	7,080.00	51.00	6,018.00	70.00	8,260.00	45.00	5,310.00	130.00	15,340.00	50.00	5,900.00	
<b>TOTAL OF CONTRACT</b>					\$168,348.00		\$184,962.49		\$189,918.00		\$202,064.90		\$284,410.00		\$299,822.00	

BOLD DENOTES AN ERROR IN BID SUBMITTED



# J & B Utility Contractors, Inc.

709 North Ham Road~Post Office Box 446  
Timmons ville, South Carolina 29161  
Fax: 843-346-5074

Rae ford E. Buie  
President  
843-409-0746

Timothy R. Buie  
Vice President  
843-409-0747

DATE: 7-25-14

PAGE 1 OF 2

TO: PATRICK D. Fletcher CFB

COMPANY: Florence County Procurement

FAX: 843-664-9668

FROM: Rae ford Buie

RE: Bid Remand Request, 113 Hwy 76 water Line Florence To Timmonsville Phs 2  
Bid # 31-13/14 CRB & Project # 4-C1-13-8009

COMMENTS: Dear Mr. Fletcher:

Thank you for your time and effort on our behalf in

this matter, if this is not sufficient, please let me know.

Look forward to hearing back from you soon!

Phone and Fax numbers above.

Will put hard copy in mail

Thank you,  
Rae ford Buie

## **J & B Utility Contractors, Inc.**

Raeford E. Buie  
President  
843-409-0746

709 North Ham Road~Post Office Box 446  
Timmonsville, South Carolina 29161  
Fax: 843-346-5074

Timothy R. Buie  
Vice President  
843-409-0747

July 25, 2014

Mr. Patrick D. Fletcher, CPPB  
Florence County Procurement Director  
Florence County Complex  
180 N Irby Street MSC-R  
Florence, SC 29501

**REF:** Request for bid removal from  
consideration with no bid bond  
forfeiture for Bid # 31-13/14  
CDBG Project # 4-C1-13-0009  
due to deficient bid pricing

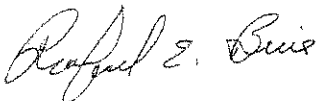
Dear Mr. Fletcher,

As per our phone conversation, due to personal illness the week of the bid opening for this project, I was not able to review the bid before submittal. I was at the doctor's office on bid day. Due to the same illness, I was not able to review the bid tabulation received the following week on July 16, 2014.

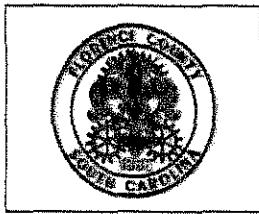
My biggest deficiency is on Bid Item #3, 12" HDPE Directional Drill, which should have been \$110.00 per foot instead of \$90.00 per foot due to the cost of the directional drill. The other deficiencies are on restrained joint valves and piping.

Because of illness and price increases, I respectfully request my bid be removed from this project, with no bid bond forfeiture if possible.

Sincerely,



Raeford E. Buie  
J&B Utility Contractors, Inc.  
SC Lic# G11832



*Florence County Government*  
Procurement Department

July 30, 2014

J & B Utility Contractors, Inc.  
709 N. Ham Road (P.O. Box 446)  
Timmons ville, SC 29161

**Subject: BID WITHDRAWAL- US HIGHWAY 76 WATER LINE FLORENCE TO  
TIMMONSVILLE CONNECTION PHASE II (BID NO. 31-13/14)**

Dear Raeford E. Buie, J & B Utility Contractors, Inc.

Florence County has considered your letter dated July 25, 2014 requesting that your bid for the above referenced project be withdrawn.

It is the decision of Florence County to accept your bid withdrawal.

Your bid bond will be returned to you when this project is awarded.

Please contact me if you have any questions.

On behalf of the Florence County Government, I would like to thank you for participating in the procurement process.

Sincerely,

A handwritten signature in cursive script that reads "Patrick D. Fletcher".

Patrick D. Fletcher, CPPB  
Procurement Director



July 31, 2014

Patrick Fletcher  
Florence County Procurement Office  
180 N. Irby Street MSC-R  
Florence, SC 29501

Reference: US Hwy 76 Water Line  
Florence to Timmons ville  
Connection – Phase II

Project No.: 46423176

Dear Patrick,

On July 10, 2014, bids were received from six (6) different bidders for the referenced project. All bids were tabulated, checked for accuracy, and certified. The results of the bids are as follows:

<u>Contractor</u>	<u>Amount</u>
J&B Utility Contractors, Inc.	\$168,348.00
Southern Fiber Construction & Mgt Co., LLC	\$184,962.49
RWF Construction, LLC	\$189,918.00
McMahan Brothers Pipeline, Inc.	\$202,064.90
T B Landmark Construction, Inc.	\$294,410.00
Breakwater Contracting, Inc.	\$299,822.00

As a result of J&B Utility Contractors, Inc. requesting their bid be removed from consideration, and the County agreeing to the request in your letter dated July 30, 2014, Southern Fiber Construction & Mgt. Co., LLC becomes the apparent low bidder. Therefore, we would like to recommend that the project be awarded to Southern Fiber Construction & Mgt. Co., LLC in the amount of \$184,962.49. If you concur with our recommendation, please move forward with the execution of a Notice of Award as well as the other contract documents. As soon as we receive word that contracts have been executed, we will proceed with the scheduling of a pre-construction conference in which a Notice to Proceed can be issued to the contractor. Thank you for your cooperation and if we can be of any further assistance with the contract awards process, please let me know.

Very truly yours,

**URS Corporation**

Bryan Fowler  
Branch Manager - Florence

cc: Porter Rivers, URS  
Ed Hart, URS  
Shannon Munoz, Pee Dee COG

URS Corporation  
425 South Cashua Drive, Suite A  
Florence, SC 29501  
Tel: 843.665.9166  
Fax: 843.665.9167

O:\46423176\Bid Tabulation\Amended Recommendation to Award to County - US Hwy 76 Water Line Florence to Timmons ville Connection - Phase II.docx

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Records Retention Schedule For E-Rate Records

**DEPARTMENT:** Library

**ISSUE UNDER CONSIDERATION:**

Approve Records Retention Schedule Recommended By The South Carolina Department Of Archives And History To Retain E-Rate Records At Florence County Library For A Period Of Five (5) Years.

**POINTS TO CONSIDER:**

- 1) The South Carolina Department of Archives and History – Division of Archives and Record Management is required by state law to approve all record retention schedules for county records.
- 2) Florence County requested that the Department designate the records retention schedule for E-Rate Records related to the reimbursement by the State for the Library's telephone service cost based on the percentage of school children in Florence County School Districts that received free or reduced lunch. The Department has approved the retention schedule for a period of 5 years after which the records can be destroyed.
- 3) Official and proper destruction of records on a regular basis frees up prime office spaces for current operations, and prevents excessive accumulation of records based on State determinations and appropriateness.

**OPTIONS:**

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

**ATTACHMENTS:**

Copy of South Carolina Department of Archives and History Records Retention Schedule Approval.



South Carolina Department of Archives & History  
Division of Archives and Records Management

**APPROVAL OF RECORDS RETENTION SCHEDULE**

In accordance with provisions of Title 30, Code of Laws of South Carolina, 1976, Sections 30-1-10 through 30-1-140, as amended, the attached Records Retention Schedule is submitted for approval. This schedule supersedes any previously approved schedule for these same records series.

**PART I — Office or Department**

FLORENCE COUNTY

Local Government Subdivision

LIBRARY

Office or Department

21

Record Group Number

I certify that I am authorized to act for this agency in the disposition of its public records and hereby approve the attached Records Retention Schedule. The schedule meets all legal and audit requirements and the records have no further administrative, fiscal, or legal value to this agency after the expiration of the prescribed retention periods.

Records series included in this approval are numbered:

**16574**

7-29-14

Date

[Signature]

Signature of Approving Authority

Library Director

Title

**PART II — Governing Body**

I am authorized to act for the governing body of this local government subdivision and certify that the governing body has approved the Records Retention Schedule as described in Part I, above.

7/30/14

Date

[Signature]

Signature of Approving Authority

Administrator

Title

**PART III — Department of Archives and History**

The records listed in the attached Records Retention Schedule have been evaluated by this department for their management, research, and permanent value and are approved for retention or disposal as described in the schedule.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Department of Archives and History



FLORENCE COUNTY

RECORD GROUP NUMBER: 21

LIBRARY

16574 E-RATE RECORDS

Description:

Records related to the reimbursement and/or discounts for phone invoices based on the percentage of students enrolled in free and reduced school lunch program. Information includes FCC forms completed annually for Description of Services Requested and Certification Form; Description of Services Ordered and Certification Form; Billed Entity Applicant Reimbursement Form; Certification of Administrative Authority to Billed Entity of Compliance with Children's Internet Protection Act; Receipt of Service Confirmation and Children's Internet Protection Act and Technology Plan; Certification and State Library Technology Plan Approval for schools and Libraries Universal Service Program.

Retention:

5 years, then destroy.

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Report to Council  
Declaration of Surplus Property

**DEPARTMENT:** Procurement Department

## **ISSUE UNDER CONSIDERATION:**

Declaration of three (3) Heimann Security X-Ray machines as surplus property for disposal through public internet auction via GovDeals.

## **POINTS TO CONSIDER:**

1. Attached listing of security x-ray machines is recommended to be declared surplus by the using department.
2. The security x-ray machines have little value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.

## **FUNDING FACTORS:**

\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

## **OPTIONS:**

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

## **ATTACHMENTS:**

List of security x-ray machines.



SECURITY X-RAY MACHINES TO BE DECLARED SURPLUS

1 Heimann Systems

Model # PS5030S

Serial # 23385

Inoperable

2 Heimann Systems

Model #HS5030S

Serial # 66515

Operable

3 Heimann

Model # HS6040D

Serial # 23351

Operable

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Public Works Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council To Approve The Use Of The National Joint Powers Alliance (NJPA) Cooperative Purchasing Program To Procure Three (3) 2015 Caterpillar Motorgraders Using NJPA Contract No. 060311-CAT From Blanchard Machinery Of Florence, SC In The Total Amount Of \$760,049.00 (Including Tax) From The FY 2014-2015 Budgeted Funds And Authorize The County Administrator To Execute The Contract.

**POINTS TO CONSIDER:**

- 1) Section 11-114 of the County procurement code allows the purchase of services and supplies through a cooperative purchasing agreement.
- 2) The National Joint Powers Alliance (NJPA) Cooperative Purchasing Program is a public corporation or agency serving as a municipal contracting agency, operating under the legislative authority of Minnesota Statute 123A.2.
- 3) There is no-cost, no-obligation or liability to join or participate in the NJPA contract purchasing program. There are no minimum contract purchasing requirements or commitments for members' use of NJPA contracts.

**FUNDING FACTORS:**

\$760,049.00 = Total Amount to be funded by the FY 2014-2015 budget line item 153-441-431-000-9200.

**OPTIONS:**

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

**ATTACHMENT:**

Quote from Blanchard Machinery (Sales Tax Included).



**NJPA Contract #: 060311-CAT**

August 5, 2014

FLORENCE CO PUBLIC WORKS  
 Florence, SC 29501  
 Attention: Patrick Fletcher

Dear Mr. Fletcher,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**One (1) New CAT Model: 12M3 LR MotorGraders with all standard equipment in addition to the additional specifications listed below:**

#### **STANDARD EQUIPMENT**

**CONSIST NOTE-STANDARD EQUIPMENT:**-components necessary for an operable-The standard equipment list includes key-machine.

**POWERTRAIN**-Air cleaner, dual stage dry type radial-with automatic engine derate and idle-seal with service indicator and-control. EPA/ARB Tier 4 Final and EU stage-automatic dust ejector-IV certified Engine and Aftertreatment-Air-to-air after cooler (ATAAC)-Parking brake, multi-disc, sealed and-Belt, serpentine, automatic tensioner-oil cooled.-Brakes, oil disc, four-wheel, hydraulic-Sediment drain, fuel tank.-Demand fan, hydraulic-Tandem drive-Differential, lock/unlock, Automatic-Transmission, 8 speed forward and-Drain, engine oil, ecology-6 speed reverse, power shift, direct-Electronic over-speed protection-drive-Engine, C9 with ACERT technology, diesel-VHP Plus (Variable Horse Power Plus)

**ELECTRICAL**-Alarm, back-up-Grade Control Ready (Cab harness,-Alternator, 150 ampere, sealed-software, electrical hydraulic valves,-Batteries, maintenance free, heavy-bosses and brackets)-duty, 1125 CCA-Lights, reversing-Breaker panel, ground accessible-Lights, roading, roof-mounted,-Electrical hydraulic valves-stop and tail, LED-Electrical system, 24 volt-Starter, electric

**OPERATOR ENVIRONMENT**-Air Conditioning with heater-Lights, night time cab-Articulation, automatic return to center-Messenger operator information system-Centershift pin indicator-Meter, hour, digital-Display, digital speed and gear-Mirror, inside rearview, wide angle-Doors, left and right side with wiper-Power Port, 12V-Gauge, machine level-Radio Ready, Entertainment-Gauges (analog) inside the cab-ROPS cab, sound suppressed-(includes fuel, articulation, engine-- 69dB(A) - ISO 6394-coolant temp, engine RPM,-Seat,cloth-covered, comfort suspension-and hydraulic oil temp, DEF/AdBlue)-Storage area for cooler/lunchbox-Joystick, adjustable armrests-Throttle control, electronic-Joystick gear selection, hydraulic-Windows: laminated glass-power steering hydraulic controls-- Fixed front with intermittent wiper-(right/left, blade lift w/ float-- Door with intermittent wipers (3)-position, blade sideshift and tip,-Windows: Tempered-circle drive, centershift, front wheel-- Left and right side wipers-lean and articulation and steering)-- Rear with intermittent wiper

**SAFETY AND SECURITY**-Clutch, circle drive slip-Horn, electric-Doors, 2 engine compartment, (two left-Lockout, hydraulic implement (for-hand, two right hand) locking-roading and servicing)-Doors, 2 service, left and right locking-Seat belt, retractable 3"-Ground level engine shutdown-Secondary steering-Hammer (emergency exit)-Tandem walkway/guards

**TIRES, RIMS, AND WHEELS**-A partial allowance for tires on-in the base machine price and weight.-10" x 24" multi-piece rims is included

**FLUIDS**-Antifreeze-Extended Life Coolant -35C/-30F

**OTHER STANDARD EQUIPMENT**-Accumulators -brake -dual certified-(98cc / 15 cu in)-Drawbar,6 shoe w/replaceable wear strips-Radiator, cleanout access-Fluid check, ground level-(both sides with swing doors)-Fuel tank, 105 gallon (398 L)-SOS ports - engine -hydraulic-Ground level fueling--transmission - coolant -fuel-DEF/AdBlue Tank, 5.5 gallon (21 L)-Tandem walkway/guards-Hydraulic lines for base functions-Tool box-Pump, hydraulic, high capacity-Debris Guard

## **MACHINE SPECIFICATIONS**

### **Description**

12M3 MOTOR GRADER  
 MIRRORS, OUTSIDE MOUNTED  
 HYDRAULICS, BASE  
 TIRES, 14.0R24 MX XGLA2 1\* MP  
 LINES,STANDARD W/O ACCUMULATOR  
 LIGHTS, FRONT HEADLIGHTS, LOW  
 GUARD GP, HITCH  
 HITCH, TOWING  
 LIGHT, LED WARNING STROBE  
 MOLDBOARD, 12'  
 WEATHER, STANDARD  
 MID MOUNT SCARIFIER PACKAGE  
 MOUNTING, WARNING LIGHT  
 NO ACCUGRADE  
 PRODUCT LINK, SATELLITE PL321  
 PRECLEANER, NON SY-KLONE  
 GLOBAL ARRANGEMENT  
 CAB, PLUS (STANDARD GLASS)  
 SEAT BELT W/INDICATOR  
 STARTER, ELECTRIC, HEAVY DUTY  
 LIGHTS, WORKING, BASIC  
 CAMERA, REAR VISION  
 CAB, PLUS (INTERIOR)  
 DECALS, ENGLISH (U.S.)  
 DOMESTIC TRUCK  
 LANE 2 ORDER  
 LANGUAGE, ENGLISH

**Governmental Sell Price (Taxes Included)**

**\$253,349.00 (each)**

**Standard Warranty:            1 Year / 1,500 Hour Premier**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.  
Sincerely,

Jeff Jones  
Machine Sales Representative

Accepted by \_\_\_\_\_ on  
\_\_\_\_\_

\_\_\_\_\_  
Signature



# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** South Lynches Fire District  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Authorize The Purchase of Eighty Six (86) MSA G1 4500 PSI Self Contained Breathing Apparatuses (SCBA) And Other Related Equipment From Newton's Fire & Safety Equipment, Inc. of Swepsonville, NC Off Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program For the South Lynches Fire District In An Amount Not To Exceed \$499,807.15 (Including Sales Tax) As Funded In the Capital Project Sales Tax II.

## **POINTS TO CONSIDER:**

- 1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
- 2) HGAC publicly offered and established a contract based on Bid No. # EE08-13 for emergency medical & rescue equipment.
- 3) Newton's Fire & Safety Equipment, Inc. is a vendor under HGAC Fire Apparatus Contract No. EE08-13 under Product Code ACC-MSA.
- 4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
- 5) Letter of Recommendation from the South Lynches Fire District.

## **FUNDING FACTORS:**

\$499,807.15 = Total Funds for the South Lynches Fire District from the approved Capital Project Sales Tax under line item 332-421-428-300-8600-5007.

## **OPTIONS:**

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

## **ATTACHMENTS:**

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract No. EE08-13
- 3) Contract Assignment Letter for Newton's Fire & Safety
- 4) Newton's Fire & Safety Equipment Quote dated July 10, 2014.
- 5) Letter of Recommendation from the South Lynches Fire District.



## Using the Program

### Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.  
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

### The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

### Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to



contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

#### **Scope of H-GAC's Professional Services**

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**CASCO INDUSTRIES, INC.**  
Shreveport, Louisiana

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Casco Industries, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 607 West 62nd Street, Shreveport, Louisiana 71106.

**ARTICLE 1:** SCOPE OF SERVICES

The parties have entered into a **Emergency Medical & Rescue Equipment** Contract to become effective as of August 1, 2013, and to continue through July 31, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Emergency Medical & Rescue Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Emergency Medical & Rescue Equipment** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2:** THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EE08-13, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: EE08-13, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:** LEGAL AUTHORITY

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:** APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:** INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:** END USER AGREEMENTS

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8:****EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:****REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11:****SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder,

CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR'S total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR'S negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if

CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20: LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**


CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

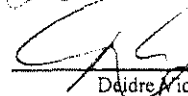
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

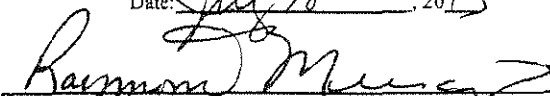
  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

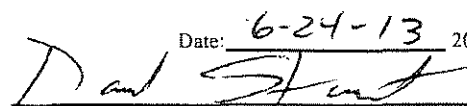
  
\_\_\_\_\_  
Daidre Wick, Director of Public Services

Date: July 18, 2015

Signed for Casco Industries, Inc.  
Shreveport, Louisiana:

  
\_\_\_\_\_  
Printed Name & Title: Raymond Murray, Vice-President, Sales & Marketing

Attest for Casco Industries, Inc.  
Shreveport, Louisiana:

Date: 6-24-13, 20\_\_\_\_  
  
\_\_\_\_\_

Printed Name & Title: DAVID STEWART - Purchasing Mgr.

Date: 6-24-13, 20\_\_\_\_

## Attachment "A"

Vendor: Casco Industries, Inc.

Contract No.: EE08-13 Emergency Medical &amp; Rescue Equipment

Product Code	Mfg.	Model & Description	Base Offered Price
B61	Zoll Medical	ZOLL AED Pro / Manual Biphasic Defibrillator with ECG Monitoring	\$2,595.45
C62	Zoll Medical	E Series AED with Manual Override, AC Power, Printer, Protocol Assist Codemarkers and GPS Clock Auto Sync	\$8,396.25
D62	Zoll Medical	E Series ACLS Manual with Advisory capability, AC Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync	\$7,946.25
D63	Zoll Medical	Propaq MD Air Medical Configuration	\$33,995.75
D64	Zoll Medical	X Series Monitor/Defibrillator	\$12,295.90
F61	Zoll Medical	AutoPulse System with Pass Thru	\$10,665.15
ACA	MSA	FireHawk M7 SCBA, 30 minute service life, 2216 PSI cylinder pressure rating, Carbon cylinder	\$6,007.00
ACB	MSA	FireHawk M7 SCBA, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder	\$5,684.00
ACC	MSA	FireHawk M7 SCBA, 45 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder	\$6,248.00
ACD	MSA	FireHawk M7 SCBA, 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder	\$6,007.00
ACE	MSA	FireHawk M7 SCBA, 60 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder	\$6,529.00
ACF	MSA	FireHawk® M7 Responder - Multipurpose responder mask available for GBRN self-contained breathing apparatus, air-purifying respiration and powered air-purifying respirator 30- 60 minute HP carbon cylinder	\$6,402.00
HEA	MSA	Evolution 6000 TIC (NFPA) Microbolometer (sensor) Resolution 320 X 240, heat seeker 2x-4x zoom,	\$12,700.00
HEB	MSA	Evolution 5800 TIC, Microbolometer (sensor) Resolution 320x240	\$12,668.00
HEC	MSA	Evolution 5200 HD2 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$11,424.00
HED	MSA	Evolution 5200 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$11,424.00
HEE	MSA	Evolution 5600 TIC, Microbolometer (sensor) - Resolution 120 x 120	\$7,668.00
IBA	Tempest	TV406-606 375 (K750 ) VENTMASTER cut off saw without depth gauge )	\$1,425.00
IBB	Tempest	TV406-607 397K (K970) VENTMASTER cut off saw without depth gauge )	\$1,800.00
IBC	Tempest	TV406-506 375DG(K750)Ventmaster cut off saw with depth gauge	\$1,571.00
IBD	Tempest	TV406-507 397K-DG Ventmaster cut off saw with depth gauge	\$1,946.00
IBE	Tempest	TV400-051 16" Ventmaster Rescue Saw w/depth gauge	\$1,875.00
IBF	Tempest	TV400-050 20" Ventmaster Rescue Saw w/depth gauge	\$1,950.00
IBG	Tempest	576HD-16 Chain Saw: Bar 16", Engine 5.7 hp, Depth Gauge None, Raptor Carbide Chain 22 lbs.	\$1,875.00
IBH	Tempest	576HD-20 Chain Saw: Bar 20", Engine 5.7 hp, Depth Gauge None, Raptor Carbide Chain, Weight 23 lbs.	\$1,950.00
IBI	Tempest	570HD-16 DG Chain Saw: Bar 16", Engine 4.9 hp, Depth Gauge KIS_40 C, Weight 22 lbs.	\$1,875.00
IBJ	Tempest	570HD-20-DG Chain Saw: Bar 20", Engine 4.9 hp, Depth Gauge KIS-40 C, Raptor Carbide Chain, Weight 22 lbs.	\$1,950.00
IBK	Tempest	570HD-16 Chain Saw: Bar 16", Engine 4.9 hp, Depth Gauge None, Raptor Carbide Chain, Weight 21 lbs.	\$1,800.00
IBL	Tempest	570HD-20 Chain Saw: Bar 20", Engine 4.9 hp, Depth Gauge None, Raptor Carbide Chain, Weight 22 lbs.	\$1,875.00
LGA	Globe	Globe Protective Clothing	35%
LHA	PGI	PGI Fireline Clothing	22%

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council of Governments (H-GAC), Casco Industries, Inc. (Contractor) and Newton's Fire & Safety, (Assignee).

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE08-13, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor assigns the performance of its obligations under the Contract to Assignee for MSA Products (H-GAC Product Code ACA-ACF, HEA-HBE) in specific areas (per attached Information Sheet); and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Contractor will continue as originally contracted with H-GAC; and

NOW THEREFORE, Assignee agrees to accept this assignment, and H-GAC concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council:

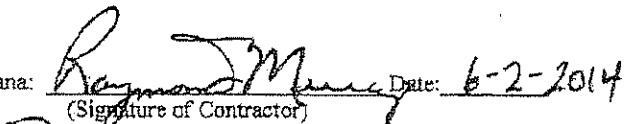
  
Jack Steere, Executive Director

Attest for Houston-Galveston Area Council:

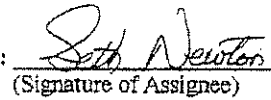
  
Deidre Vick, Public Services Director

Date: 6/4/14

Signed for Casco Industries, Inc.  
Shreveport, Louisiana:

  
(Signature of Contractor) Date: 6-2-2014  
Raymond Murray Vice-President, Sales & Marketing  
Printed Name & Title

Signed for Newton's Fire & Safety  
Swepsonville, North Carolina:

  
(Signature of Assignee) Date: 6-2-14  
Seth Newton Vice President  
Printed Name & Title

# Information Sheet

Assignee:

Newton's Fire & Safety

Dun & Bradstreet No.: 60-721-7844

Contact Person:

**Name:** Seth Newton  
**Title:** Vice President  
**TEL:** 336-578-3931  
**FAX:** 336-578-1982  
**EMAIL:** seth@newtonsfire.com

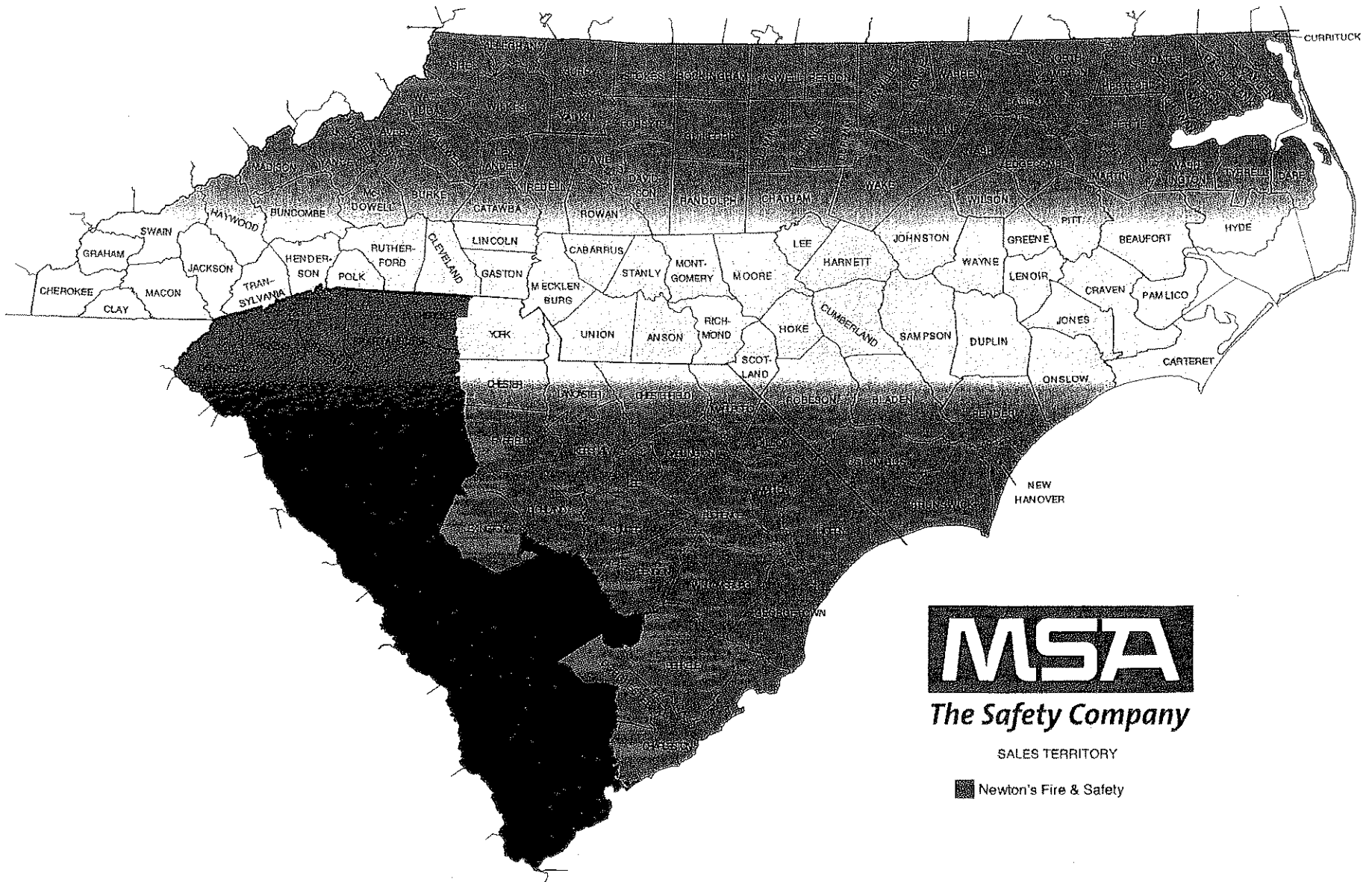
Address:

2724 Darrell Newton Drive  
Swepsonville, NC 27359

Territory:

States of North Carolina and South Carolina  
(see attached map for the counties in green)





**MSA**

*The Safety Company*

SALES TERRITORY

■ Newton's Fire & Safety



**NEWTON'S**  
FIRE & SAFETY EQUIPMENT, INC.

PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.  
Swepsonville, NC 27359  
Toll Free: 800-672-5918 Fax: (336) 578-1982

# Quotation

Date: July 10, 2014

Quote #:

Purchased/Requested By: Patrick Fletcher

Salesperson: Seth Newton

County: Florence

Payment Terms: NET/30

FOB: Destination

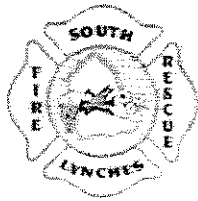
BILL TO: Florence County

SHIP TO: South Lynchs Fire Dept

345 South Ron McNair Blvd

Lake City, SC 29560

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
72			MSA G1 4500 PSI SCBA w/Threaded Remote Connection, Standard Harness w/Chest Strap, Metal Cylinder Band, Swiveling Lumbar Pad, Solid Cover Left Shoulder Regulator, Continous Regulator Hose, Left Chest Speaker Module, PASS Right Chest Alkaline Battery, 45 Minute Cylinder, Facepiece G1FS-422MF2C0RAA with 10156424 & 10156459	\$ 6,248.00	\$ 449,856.00
8			MSA G1 4500 PSI SCBA w/Threaded Remote Connection, Standard Harness w/Chest Strap, Metal Cylinder Band, Swiveling/ Adjustable Lumbar Pad, Solid Cover Left Shoulder Regulator, Continous Regulator Hose, Left Chest Speaker Module, PASS Right Chest Alkaline Battery, 45 Minute Cylinder, Facepiece G1FS-422MA2C0LAA with 10127945-SP & 10156459	\$ 6,248.00	\$ 49,984.00
6			MSA G1 4500 PSI SCBA w/Threaded Remote Connection, Standard Harness w/Chest Strap, Metal Cylinder Band, Swiveling Lumbar Pad, Solid Cover Left Shoulder Regulator, Continous Regulator Hose, Left Speaker Module, PASS Right Chest, ExtendAire II Alkaline Battery, 45 Minute Cylinder, Facepiece G1FS-422MF2C2LAA with 10127945-SP & 10156459	\$ 6,248.00	\$ 37,488.00
80		10111642	MSA Transfill Hose & Pouch Kit for SCBA	\$ 824.10	\$ 65,928.00
86		10127945-SP	MSA 4500 PSI 45 Minute Superlight Cylinder	\$ 1,608.00	\$ 138,288.00
40		10156459	MSA G1 Facepiece w/4 Pt Speed On Harness & Nosecup G1FP-FM1M401	\$ 328.50	\$ 13,140.00
3		10041199	MSA G1 Rescue Aire II w/PTC Regulator & Purge Button. Includes H-60 Carbon Cylinder	\$ 6,051.11	\$ 18,153.33
1			<b>HGAC 10% Discout per Form E</b>	\$ (22,236.93)	\$ (22,236.93)
1			<b>Trade In/Volume Discount for South Lynchs FD</b>	\$ (287,816.00)	\$ (287,816.00)
				Sales Total:	\$ 462,784.40
				Estimated Freight:	Free
				8.00% Sales Tax:	\$ 37,022.75
				<b>Total:</b>	<b>\$ 499,807.15</b>



# SOUTH LYNCHES FIRE DEPARTMENT

STATION 1 - LAKE CITY  
STATION 2 - COWARD  
STATION 3 - CAMP BRANCH  
STATION 4 - CADES  
STATION 5 - LEO-CAMERONTOWN  
STATION 6 - SCRANTON

*July 30, 2014*

*County Complex  
Attention: Patrick D. Fletcher, CPPB  
Procurement Director  
180 N. Irby Street MSC-R  
Florence, SC 20501*

*Dear Mr. Fletcher:*

*Per my conversation with Mr. John Baker, South Lynches Fire Department administrator, you have all the documentation to proceed with the purchase of the MSA G1 self-contained breathing apparatus and associated items approved through the Capital Project Sales Tax, Upgrades to Nine Fire Stations.*

*By request of this letter, will you submit the request to Florence County Council at their earliest scheduled meeting to allow you to proceed with this purchase?*

*Should you need any further information please contact Mr. Baker at (843) 374-8690.*

*Sincerely,*

*Everette R. Dennis  
Commission Chairperson*

*CC:  
Councilman Jason Springs  
Councilman Kent C. Caudle  
County Administrator K. G. Smith, Jr.  
Finance Director Kevin Yokim*

Florence County Council Meeting  
August 21, 2014

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council Districts 4, 5 and 9

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$12,000 From Council Districts' 4, 5 and 9 Infrastructure Funding Allocations (Approximately \$4,000 From Each District) To Assist the Delmae/Savannah Grove Baseball League With The Purchase And Installation Of A Storage Building.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmembers:**

**Signed:** verbally approved – signature pending  
Mitchell Kirby, District 4

verbally approved – signature pending  
Kent C. Caudle, District 5

Verbally approved – signature pending  
Willard Dorriety, Jr., District 9

Date:

**ATTACHMENTS:**

None

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

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Connie Y. Haselden, Clerk to Council

# FLORENCE COUNTY COUNCIL MEETING

August 21, 2014

**AGENDA ITEM:** Other Business  
Utility Project  
Council District 1

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$11,800 From Council District 1 Utility Funding Allocation For The Paving Of The Driveway Apron At 414 South Blanding Street, Lake City, SC, As Required By The SCDOT Encroachment Permit, To Include 6" MBC Stone Base And 2" Type I Asphalt Surface.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
XXXX Utility

**SIGNED:** verbally approved – signature pending

Requested by Councilmember: Jason M. Springs

Date: \_\_\_\_\_

**ATTACHMENTS:**

None

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

---

Connie Y. Haselden, Clerk to Council

**FLORENCE COUNTY COUNCIL MEETING**  
**August 21, 2014**

**AGENDA ITEM:** Other Business  
Council District #1

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$328.32 from Council District #1 funding allocations to pay for 2 – 8’- 24” RCP pipe to add 8’ extension on both ends of existing driveway at Central Believers Holiness Church, 414 South Blanding Street in Lake City, SC. SCDOT requires driveway to be paved and will require a contractor.

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:** Verbally approved signature pending  
**Requested by Councilmember: Jason Springs**

Date: \_\_\_\_\_

**ATTACHMENTS:**

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

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Connie Y. Haselden, Clerk to Council

**PROPOSED ADDITIONS TO THE**  
**AUGUST 21, 2014 MEETING AGENDA**

<b><u>DESCRIPTION</u></b> (Requested by)	<b><u>DATE REC'D</u></b>	<b><u>ITEM</u></b>
<b><u>REPORTS TO COUNCIL:</u></b>		
Administration	08/19/14	At The Request Of Council, The County Administrator Will Provide A Brief Update On The Status Of The Greenwood MCC Site.
Facilities Management	08/18/14	Declare A Generac Phase 3 Generator, Serial Number 89A91270-S 364, As Surplus And Authorize Disposal By Public Internet Auction On GovDeals As Requested By The Facilities Management Department.
Sheriff's Office/Procurement	08/18/14	Authorize The Award Of A Sole Source Procurement To Montgomery Technology Systems, LLC For Upgrades To The Jail Door Controls At Florence County Detention Center In The Amount Of \$243,120 To Be Funded From Capital Project Sales Tax II Funds Approved For Florence County Sheriff's Office.
<b><u>OTHER BUSINESS:</u></b>		
Council District 1 – Infrastructure	8/19/14	Declare Vehicle #V788, A 2004 Chevrolet Silverado (VIN#1GCEG14V35Z203458) As Surplus; Authorize The Sale Of The Vehicle To The City Of Lake City Fire Department In The Amount Of \$3,100; And, Approve The Expenditure Of \$3,100 From Council District 1 Infrastructure Funding Allocation For The Purchase.
Council District 5 – RSMF	08/18/14	Approve The Expenditure Of Up To \$8,750 From Council District 5 RSMF Funding Allocations To Pay For Crushed Asphalt For Arthur Road.

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

August 21, 2014

**AGENDA ITEM:** Reports to Council  
Greenwood Manned Convenience Center (MCC) Report

**DEPARTMENT:** Administration

**ISSUE UNDER CONSIDERATION:**

At The Request Of Council, The County Administrator Will Provide A Brief Update On  
The Status Of The Greenwood MCC Site.

**ATTACHMENTS:**

Correspondence, etc. from Public Works Director Carlie Gregg (7 pages)





FLORENCE COUNTY  
Public Works Department

Arthur C. Gregg, Jr.  
Public Works Director

MEMORANDUM

TO: K. G. Rusty Smith, Jr., Florence County Administrator  
FROM: Arthur C. Gregg, Jr., Public Works Director *AGG*  
DATE: August 19, 2014  
RE: Greenwood Manned Convenience Center Site

1. Additional acreage was purchased by Florence County beside existing manned convenience center. 42,784 Sq. Ft. was utilized in the design of improving the site. 42,784 Sq. Ft. was utilized because less than one acre, permits can be issued by Florence County Engineer.
2. Several design options were drawn out and option 2 was selected by Councilman Caudle. Engineering's cost estimate is \$331,250.00 not including engineering cost.

Public Works cost estimate is \$405,478.00, which includes engineering cost.

3. Special Project/In Kind form was signed 1/27/14 for \$19,000.00 to start clear/grub and back-fill with sand clay. Total estimate to finish sand clay is \$30,000.00.
4. A. To make clearing project more cost efficient J. C. Witherspoon Timber Company removed the pulp wood trees.  
B. Public Works stumped and piled up debris.  
C. Site was utilized during ice event as a staging site.

D. After a period of time debris from ice event was grinded up and removed. Utilizing site for storm debris lowered the over-all cost of ice event.

E. Public Works hauled stumps/debris to Florence County C & D Landfill. To make operation more cost efficient, trucks returned loaded with sand clay instead of empty.

5. Estimated mucking, 1,610 cu. yds. and will require 1,610 cu. yds. fill (sand clay) Estimated 1,650 cu. yds. stock pile on site. Any additional required fill can be trucked during mucking operation.
6. At present \$18,664.72 has been utilized of the \$19,000.00 Special Project/In Kind funding.
7. Engineering total estimate \$331,250.00, which includes clearing, mucking and fill, if Public Works completes listed three (3) operations will amount to \$29,150.00.
8. Project will require an engineering firm to design and provide construction drawings, etc. before Florence County can bid project. Engineering cost estimate does not include any funds for required engineering and management of project.
9. Engineering Department total estimated cost is \$331,250.00 without any engineering cost.

Public Works total estimated cost is \$405,478.00 which includes engineering cost.

10. Reasons for time duration of project.
  - A. Removing pulp wood trees.
  - B. Piling of debris and stumping.

- C. Ice Storm
- D. Utilizing site for staging area.
- E. Period of time after ice event to grind debris.
- F. Stump and debris removal to land fill.
- G. Conditions to wet to muck site.
- H. No funds in place to complete project.

ACG,JR/ig

Note: Heavy rains causing wet conditions slowed all listed operations.

To: C Gregg  
PWD

From: Kent Caudle  
1/27/2014

Z. PSC

SPECIAL PROJECTS REQUEST / IN KIND

PERSON MAKING REQUEST: COUNCILMAN KENT CAUDLE

COUNTY COUNCIL DISTRICT: FIVE

WORK REQUESTED: GREENWOOD MANNED CONVENIENCE CENTER  
EXPANSION - CLEAR AND GRUB ALL STUMPS.  
MUCK ENTIRE AREA AND BACK-FILL WITH FILL  
MATERIAL (SAND CLAY).

ADDITIONAL SPECIAL PROJECT FUNDING WILL BE  
REQUIRED AT LATER TIME. ESTIMATE TO  
COMPLETE LISTED WORK \$30,000 ±

DATE:

01/22/14

PROJECT COST AT THIS TIME:

\$15,000.00

Kent Caudle  
COUNCILMAN APPROVAL

1/27/2014  
DATE

Kent Caudle  
COUNTY ADMINISTRATOR

1/27/2014  
DATE

676-8625

## Ina Gause

---

**From:** Ina Gause  
**Sent:** Thursday, August 07, 2014 4:30 PM  
**To:** KG R Smith  
**Subject:** Greenwood Site  
**Attachments:** 20140807162853.pdf

Proposed extension to Greenwood Site and cost estimate.

Carlie

OPTION 2				
ITEM	QUANTITY		UNIT COST	COST
CLEARING OF TREES	LS		LS	\$5,000.00 ✓
CONCRETE PAD	6000 SF		\$6/SF	\$36,000.00
CONCRETE RAMP	5000 SF		\$8/SF	\$40,000.00
CONCRETE APRONS	2500 SF		\$6/SF	\$15,000.00
BASE FOR CONCRETE (4")	13500 SF	1500 SY	\$10/SY	\$15,000.00
ASPHALT DRIVES (2")	26610 SF	3000 SY	\$18/SY	\$54,000.00
BASE FOR ASPHALT (6")	26610 SF	3000 SY	\$15/SY	\$45,000.00
GRAVEL DRIVES (6")	35620 SF	4000 SY	\$15/SY	\$60,000.00
STORM DRAIN CATCH BASINS	4 EA		\$1000/EA	\$4,000.00
STORM DRAIN PIPING (10")	1340 LF		\$15/LF	\$20,100.00
FENCING	800 LF		\$10/LF	\$8,000.00
MUCKING (1' OVER SITE)	43402 CF	1610 CY	\$5/CY	\$8,050.00 ✓
FILL (1' OVER SITE)	43402 CF	1610 CY	\$10/CY	\$16,100.00 ✓
ELECTRICAL	LS		LS	\$5,000.00
<b>TOTAL</b>				<b>\$331,250.00</b>



**FLORENCE COUNTY COUNCIL MEETING**  
**PROPOSED ADDITION TO THE AGENDA**  
August 21, 2014

**AGENDA ITEM:** Report to Council  
Declaration of Surplus Property

**DEPARTMENT:** Facilities Management

**ISSUE UNDER CONSIDERATION:**

Declare A Generac Phase 3 Generator, Serial Number 89A01270-S 364, As Surplus And Authorize Disposal By Public Internet Auction on GovDeals As Requested By The Facilities Management Department.

**POINTS TO CONSIDER:**

1. The Facilities Management Department has requested that the County declare a Generac Phase 3 generator as surplus and dispose of it. The generator was previously used at the Lower Florence County Service Building.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.

**FUNDING FACTORS:**

\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

**OPTIONS:**

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



**FLORENCE COUNTY COUNCIL MEETING**  
**PROPOSED ADDITION TO THE AGENDA**  
August 21, 2014

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Sheriff's Office  
Procurement Department

**ISSUE UNDER CONSIDERATION:**

Authorization To Award A Sole Source Procurement To Montgomery Technology Systems, LLC For Upgrades To The Jail Door Controls At Florence County Detention Center In The Amount Of \$243,120 To Be Funded From Capital Project Sales Tax II Funds Approved For Florence County Sheriff's Office.

**POINTS TO CONSIDER:**

1. Montgomery Technology Systems, LLC is the original vendor of the existing jail door control system currently being utilized at the Florence County Detention Center. The software is in need of being upgraded in order to alleviate malfunctions that are occurring with the current software. The software is proprietary and must be upgraded with the original vendor Montgomery Technology Systems, LLC. The alternative is to replace the doors and the entire control system at an estimated cost of \$850,000.
2. The upgrade to the jail door control system will be funded from Capital Project Sales Tax II funds approved for the Florence County Sheriff's Office.

**FUNDING FACTORS:**

\$243,120 = Total cost of the upgrade to the existing jail door control system to be funded by Capital Project Sales Tax II funds approved for the Florence County Sheriff's Office.

**OPTIONS:**

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

**ATTACHMENTS:**

Sole Source Procurement Justification Form.

## SOLE SOURCE JUSTIFICATION

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

This department, Florence County Sheriff's Office, proposes to procure Upgrades to Jail door control system

from Montgomery Technology Systems, LLC

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.

Montgomery Technology Systems, LLC is the original vendor of the existing jail door control system currently being utilized at the Florence County Detention Center. The software is in need of being upgraded in order to alleviate malfunctions that are occurring with the current software. The software is proprietary and must be upgraded with the original vendor Montgomery Technology Systems, LLC. The alternative would be to replace the doors and the entire door control system at an estimated cost of \$850,000.

8/18/14

**Date**

  
**Department Head**

**Date**

**Procurement Dir. or County Administrator**

Florence County Council Meeting  
Proposed Addition to the Agenda  
August 21, 2014

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 1

**DEPARTMENT:** County Council/Procurement

**ISSUE UNDER CONSIDERATION:**

Declare Vehicle #V788, A 2004 Chevrolet Silverado (VIN#1GCEG14V35Z203458) As Surplus; Authorize The Sale Of The Vehicle To The City Of Lake City Fire Department In The Amount Of \$3,100; And, Approve The Expenditure Of \$3,100 From Council District 1 Infrastructure Funding Allocation For The Purchase.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmember:**

**Signed:** verbally approved – signature pending  
Jason M. Springs, Council District 1

Date:

**ATTACHMENTS:**

1. Completed Surplus Property Request Form

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

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Connie Y. Haselden, Clerk to Council

**FLORENCE COUNTY  
SURPLUS PROPERTY REQUEST**

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

Property Identification Number: 1GCEG14V35Z203458  
Year: 2004  
Make: Chevy  
Model: Silverado  
Mileage: 151802

Signature Randy Duggin

08/19/2014  
Date

**FLORENCE COUNTY COUNCIL MEETING**  
August 21, 2014

**AGENDA ITEM:** Other Business  
Council District #5

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$8,750.00 from Council District #5 funding allocations to pay for crushed asphalt for Arthur 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:** VERBALLY APPROVED – SIGNATURE PENDING  
**Requested by Councilmember: Kent Caudle**

Date: \_\_\_\_\_

**ATTACHMENTS:**

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

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Connie Y. Haselden, Clerk to Council