

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, NOVEMBER 20, 2014
9:00 A. M.

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

II. **INVOCATION:** MITCHELL KIRBY, SECRETARY/CHAPLAIN

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

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

V. **MINUTES:**

MINUTES OF THE OCTOBER 16, 2014 REGULAR MEETING **[1]**
Council Is Requested To Approve The Minutes Of The October 16, 2014
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

[12]

Council Will Hold Public Hearings On The Following:

A. ORDINANCE NO. 08-2014/15

An Ordinance Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 And 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation; And Other Matters Related Thereto.

B. ORDINANCE NO. 11-2014/15

An Ordinance Authorizing The Award, Execution, And Delivery Of A Performance Contract For Energy And Utility Conservation Measures By Florence County, South Carolina; Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Of Not Exceeding \$8,000,000, Relating To Such Performance Contract; Authorizing The Execution Of Other Necessary Documents And Papers; And Other Matters Relating Thereto.

C. ORDINANCE NO. 12-2014/15

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

VII. APPEARANCES:

A. GALE HARLLEE DIXON

[13]

Ms. Dixon Requests To Appear Before Council To Discuss The Possibility Of Obtaining Funding For A Downtown Sculpture Of General William Wallace Harlee, A Founding Father Of Florence And His Daughter, Florence Henning Harlee, For Whom The City Is Named.

B. HOLLY BEAUMIER, DIRECTOR – FLORENCE CVB

[20]

Mrs. Beaumier Requests To Appear Before Council Regarding Tourism Economic Impact And The Florence Convention and Visitors Bureau (CVB) Marketing Programs.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

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

November 2013

October 16, 2014

Capital Project Sales Tax

*Ordinance No. 11-2014/15 – Energy and Utility
Conservation Performance Contract*

Public Services & County Planning

(Councilman Poston/Chair, Councilmen Kirby and Caudle)

June 2008

November 21, 2013

Museum

Landings

Justice & Public Safety

(Councilman Mumford/Chair, Councilmen Bradley and Springs)

Litter

Education, Recreation, Health & Welfare

(Councilman Culberson/Chair, Councilmen Poston and Caudle)

July 17, 2014

Miracle League of Florence County

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Bradley/Chair, Councilmen Dorriety and Springs)

January 17, 2013

City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF RECOGNITION

[22]

A Resolution Of Recognition For Royall Elementary School For Earning The Blue Ribbon School Award For Educational Excellence.

B. RESOLUTION NO. 11-2014/15

[24]

A Resolution Authorizing An Incentive Agreement Between Project Cowgirl And Florence County.

C. RESOLUTION NO. 12-2014/15

[36]

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

X. ORDINANCES IN POSITION:

A. THIRD READING

ORDINANCE NO. 06-2014/15

[40]

An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article 1. Establishment, Purpose, Rules For The Interpretation Of Zoning Districts, And Zoning Annexed Property, Section 30-4. – Adoption Of Flood Hazard Area Maps, Article II. – Zoning District Regulations, Division 4. – FH Flood Hazard District, And Article X. – Definitions; And Other Matters Related Thereto.
(*Planning Commission **Approved** 6 to 0*)

B. SECOND READING

1. ORDINANCE NO. 24-2013/14 – DEFERRAL

[191]

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.

2. ORDINANCE NO. 08-2014/15 (*Public Hearing*) **[194]**

An Ordinance Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 And 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation; And Other Matters Related Thereto.
(*Planning Commission Approved 7 to 0*)(*Council District 3*)

3. ORDINANCE NO. 09-2014/15 **[205]**

An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Number 00122, Block 01, Parcels 031-035, 037, 039, 064, 067-068, 070, 074-075, 077, 079-080, 082, 086-087, 089-090, 092-093, 100, 102-105, 108-110, 112-113, 117, 119-120, 122, 124-126, 138-142, 144-166, 168-173, 175-176, 180, 183-185, 208-217, 224-227, 241, 246, 249-250, 252-255, 259-263, 271, Tax Map Number 01211, Block 01, Parcels 029, 031-052, 054-056, 067-070, 072, 075, 084-085, 088-089, 091-092, 094, 096-100, 102-104, 119 To B-3, General Commercial District, Tax Map Number 01211, Block 01, Parcels 008-009, 011-024, 076-077, 117-118 To R-3A, Single Family Residential District, Tax Map Number 01211, Block 01, Parcels 007, 025-028, 078, 081, 095 To RU-1, Rural Community District And Tax Map Number 00122, Block 01, Parcels 036, 059-060, 091, 099, 114, 181, 238, 242, 245, 258, 273, 336 To B-5, Office And Light Industrial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.
(*Planning Commission Approved 7 to 0*)(*Council District 3*)

4. ORDINANCE NO. 10-2014/15 **[224]**

An Ordinance To Amend The Florence County Code, Chapter 30 – Zoning Ordinance, Section 30-264. Responsibility Of Administrative Official, Section 30-293. Board Of Zoning Appeals.; And Other Matters Related Thereto.
(*Planning Commission Approved 7 to 0*)

5. **ORDINANCE NO. 11-2014/15** *(Public Hearing)* [235]

An Ordinance Authorizing The Award, Execution, And Delivery Of A Performance Contract For Energy And Utility Conservation Measures By Florence County, South Carolina; Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Of Not Exceeding \$8,000,000, Relating To Such Performance Contract; Authorizing The Execution Of Other Necessary Documents And Papers; And Other Matters Relating Thereto.

6. **ORDINANCE NO. 12-2014/15** *(Public Hearing)* [268]

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

C. INTRODUCTION

1. **ORDINANCE NO. 13-2014/15** [292]

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 114 Steele Avenue, Pamplico, More Specifically Shown On Tax Map Number 60008, Block 01, Parcel 004, From Rural Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.

(Planning Commission Denied 4 to 4)(Council District 2)

2. **ORDINANCE NO. 14-2014/15** [297]

An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (Polyquest).

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. BOARD OF ASSESSMENT APPEALS [304]

Re-Appoint Susan Snow To Serve On The Board Of Assessment Appeals, Representing Council District 8, With Appropriate Expiration Term.

B. PEE DEE REGIONAL AIRPORT AUTHORITY **[307]**

Approve The Nomination Of Marion McDowell To The Governor For Appointment To The Pee Dee Regional Airport Authority (Replacing Leroy Edwards), With Appropriate Expiration Term.

C. PLANNING COMMISSION **[309]**

Re-Appoint Doris Lockhart To Serve On The Planning Commission, Representing Council District 3, With Appropriate Expiration Term.

D. POLICY COMMISSION ON RECREATION **312**

Re-Appoint Kenny Lovette To Serve On The Policy Commission On Recreation, Representing Council District 3, With Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[315]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2015 Through September 30, 2014 As An Item For The Record.

B. ADMINISTRATION/FINANCE

FY2014/15 EMPLOYEE CHRISTMAS BONUS

[332]

Authorize The FY2014/15 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2014/15 (The Budget Ordinance).

C. EMS

DECLARATION OF SURPLUS PROPERTY

[333]

Declare Two (2) Ferno Ambulance Stretchers Model 35-A As Surplus Property And Authorize Donation To Pee Dee Regional Emergency Medical Services, Inc.

D. EMS/PROCUREMENT

1. AUTHORIZE AMBULANCE PURCHASE

[334]

Authorize The Use Of The Florida Association Of Counties Bid #11-10-1202 Awarded To Wheeled Coach Industries To Purchase Two (2) Replacement Ambulances For The EMS Department At A Base Bid Price Of \$114,742 Each With The Additional Needed Options In The Amount Of \$21,750 Per Ambulance From Peach State Ambulance, Inc. Of Tyrone, Ga, The Authorized Regional Representative For Wheeled Coach Industries (Total Purchase Price Of \$273,584 Includes The Required \$300 SC Vehicle Tax For Each Vehicle) As Funded And Approved In The FY14-15 Budget.

2. DECLARATION OF SURPLUS PROPERTY

[347]

Declare Ten (10) Yellow Spine Boards, Four (4) Stair Chairs, County Asset #02153, Two (2) Miniature Refrigerators, Twelve (12) Oximeters, County Asset #06214 And 06215, One (1) Pressure Monitor In Case, County Asset #11202, Three (3) Cameras, One (1) Fax Machine, One (1) Inkjet Printer, Six (6) Battery Chargers, County Asset #1871 And 10979, Sixteen (16) Airway Pressure (CPAP) Units, County Asset #50270, 15413, 50269, 50266, 15410, 50268, 50264, 50267, 50265, 15409, 15412, And Four (4) Whelen Strobe Lights As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

E. IT/PROCUREMENT

UPS SYSTEM

[351]

Authorize The Purchase Of An Eaton Powerware UPS System For The IT Center From Pinnacle Network Solutions Of Florence, SC Off Of The GSA Schedule 70 Cooperative Purchasing Contract In The Amount Of \$79,854.60 (Including Sales Tax) From The Capital Project Sales Tax II (CPST II) Funds.

F. PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

[362]

Declare Eight (8) Vehicles, One (1) Van, And One (1) A/C Unit As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

WEST SUMTER STREET

[364]

Approve The Expenditure Of Up To \$10,000 From Council District 8 Infrastructure Funding Allocation For The Installation/Extension Of Sewer Service To The Proposed New EMS Substation On West Sumter Street.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

HART LANE

[365]

Approve The Expenditure Of Up To \$16,011.60 From Council District 1 RSMF Funding Allocation To Pay For MBC Stone And Crushed Asphalt On Hart Lane.

C. INFRASTRUCTURE/UTILITY

1. ST. LUKE COMMUNITY CENTER

[366]

Approve The Expenditure In An Amount Not To Exceed \$30,000 From Council Districts 2, 3, 6 and 7 Infrastructure/Utility Funding Allocations (\$10,000 Each From Districts 2 And 6, and \$5,000 Each From Districts 3 And 7) For The Construction Of A Concession/Restroom/Control Tower Facility At St. Luke Community Center.

2. WINDY HILL FIRE DEPARTMENT

[367]

Approve The Expenditure In An Amount Up To \$20,000 From Council Districts 6 and 7 Infrastructure/Utility Funding Allocations (\$10,000 From Each District) For Roof Replacement/Repairs On The Main Fire House For Windy Hill Fire Department On Williamson Road.

XIV. EXECUTIVE SESSION:

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

- Contractual Matter(s)

XV. INACTIVE AGENDA:

A. ORDINANCE NO. 21-2013/14 – TABLED [368]

At its regular meeting of October 16, 2014, Council unanimously voted to Table Ordinance No. 21-2013/14: An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.

B. ORDINANCE NO. 04-2014/15 – TABLED [371]

At its regular meeting of October 16, 2014, Council unanimously voted to Table Ordinance No. 04-2014/15: 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.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the October 16, 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, OCTOBER 16, 2014, 9:00 A.M., COUNTY COMPLEX,
COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

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

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Patrick Fletcher, Procurement Director
Ronnie Pridgen, Parks & Recreation Department Director
Jack Newsome, Tax Assessor
Dale Rauch, Facilities Department
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Chief Deputy, Glen Kirby
David Alford, Voter Registration/Elections
Alan Smith, Library Director
Gavin Jackson, Morning News Staffwriter
Ken Baker, WMBF News Reporter
Matt Petrillo, WBTW 13 News Reporter

A notice of the regular meeting of the Florence County Council appeared in the October 15, 2014 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County's website (www.florenceco.org).

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

APPROVAL OF MINUTES:

Councilman Mumford made a motion Council Approve The Minutes Of The September 18, 2014 Regular Meeting And The September 25, 2014 Special Called Meeting Of County Council. Councilman Caudle seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

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

ORDINANCE NO. 06-2014/15

An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article I. Establishment, Purpose, Rules For The Interpretation Of Zoning Districts, And Zoning Annexed Property. Section 30-4. – Adoption Of Flood Hazard Area Maps, Article II. – Zoning District Regulations, Division 4. – FH Flood Hazard District, And Article X. – Definitions; And Other Matters Related Thereto.

ORDINANCE NO. 07-2014/15

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars (\$3,500,000) General Obligation Bond Anticipation Notes Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, Covenanting To Issue A General Obligation Bond Of Florence County, South Carolina Sufficient To Make Payment Of Said Bond Anticipation Note, To Provide The Payment Thereof, And Other Matters Relating Thereto.

APPEARANCES:

No Appearances Were Requested Or Scheduled.

COMMITTEE REPORTS:

ADMINISTRATION & FINANCE

Chairman Schofield stated he would like to report that, although *Ordinance No. 03-2013/14 – Procurement Code* had not been formally reported out by the Committee, the Ordinance was approved at the September 18, 2014 regular meeting of County Council and would be removed from the list of items assigned to the Committee.

The item listed as *September 18, 2014 Greenwood Manned Convenience Center (MCC) Site* was discussed at a Committee meeting held on Thursday, September 25, 2014. Councilman Culberson made a motion that staff hire an engineer for the Greenwood Manned Convenience Center site project and move forward with obtaining costs, etc. on moving the project forward. Councilman Caudle seconded the motion, which was approved unanimously.

EDUCATION, RECREATION, HEALTH & WELFARE

Committee Chairman Culberson stated the Committee met on September 25, 2014 to discuss the status of the Miracle League and it was the consensus of the Committee to allow legal counsel to work with the Parks & Recreation Department and the Miracle League Board to establish the 501(c)(3) status so that they can move forward and it was a work in progress. Councilman Caudle commented this was a good move by County Council and encouraged folks to attend games held by the Miracle League.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION OF RECOGNITION

The Chairman stated that, at the request of Principal Julie Smith, who was unable to attend the meeting, the first item under Resolutions (*A Resolution Of Recognition For Royall Elementary School For Earning The Blue Ribbon School Award For Educational Excellence*) would be deferred until a later meeting.

RESOLUTION NO. 10-2014/15

The Clerk published the title of Resolution No. 10-2014/15: A Resolution To Express Florence County's Request That The South Carolina General Assembly Increase The Allocation To The Local Government Fund To Both Provide Property Taxpayers With The Relief They Have Been Promised And Allow County Government The Ability To Provide The State And Local Government Services Required Under State Law. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

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

ORDINANCES IN POSITION:

ORDINANCE NO. 07-2014/15 – THIRD READING

The Clerk published the title of Ordinance No. 07-2014/15: An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars (\$3,500,000) General Obligation Bond Anticipation Notes Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, Covenanting To Issue A General Obligation Bond Of Florence County, South Carolina Sufficient To Make Payment Of Said Bond Anticipation Note, To Provide The Payment Thereof, And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved with an eight (8) to one (1) vote. Voting in the affirmative were Chairman Schofield and Councilmen Culberson, Poston, Bradley, Mumford, Kirby, Caudle and Springs. Voting 'no' was Councilman Dorriety.

ORDINANCE NO. 21-2013/14 – TABLED

Chairman Schofield stated Ordinance No. 21-2013/14 was no longer necessary: 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. Councilman Mumford made a motion to table the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

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

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

ORDINANCE NO. 04-2014/15 – TABLED

The Chairman stated it had been determined that Ordinance No. 04-2014/15 was no longer necessary: 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. Councilman Kirby made a motion to table the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously. Councilman Mumford stated he felt this was an excellent step and this would enable the County to move much quicker with the projects.

ORDINANCE NO. 06-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 06-2014/15: An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article I. Establishment, Purpose, Rules For The Interpretation Of Zoning Districts, And Zoning Annexed Property. Section 30-4. – Adoption Of Flood Hazard Area Maps, Article II. – Zoning District Regulations, Division 4. – FH Flood Hazard District, And Article X. – Definitions; And Other Matters Related Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 08-2014/15 – INTRODUCED

The Clerk published the title of Ordinance No. 08-2014/15 and the Chairman Declared The Ordinance Introduced: An Ordinance Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 And 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation; And Other Matters Related Thereto.

ORDINANCE NO. 09-2014/15 – INTRODUCED

The Clerk published the title of Ordinance No. 09-2014/15 and the Chairman Declared The Ordinance Introduced: An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Number 00122, Block 01, Parcels 031-035, 037, 039, 064, 067-068, 070, 074-075, 077, 079-080, 082, 086-087, 089-090, 092-093, 100, 102-105, 108-110, 112-113, 117, 119-120, 122, 124-126, 138-142, 144-166, 168-173, 175-176, 180, 183-185, 208-217, 224-227, 241, 246, 249-250, 252-255, 259-263, 271, Tax Map Number 01211, Block 01, Parcels 029, 031-052, 054-056, 067-070, 072, 075, 084-085, 088-089, 091-092, 094, 096-100, 102-104, 119 To B-3, General Commercial District, Tax Map Number 01211, Block 01, Parcels 008-009, 011-024, 076-077, 117-118 To R-3A, Single Family Residential District, Tax Map Number 01211, Block 01, Parcels 007, 025-028, 078, 081, 095 To RU-1, Rural Community District And Tax Map Number 00122, Block 01, Parcels 036, 059-060, 091, 099, 114, 181, 238, 242, 245, 258, 273, 336 To B-5, Office And Light Industrial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

ORDINANCE NO. 10-2014/15 – INTRODUCED

The Clerk published the title of Ordinance No. 10-2014/15 and the Chairman Declared The Ordinance Introduced: An Ordinance To Amend The Florence County Code, Chapter 30 – Zoning Ordinance, Section 30-264. Responsibility Of Administrative Official, Section 30-293. Board Of Zoning Appeals.; And Other Matters Related Thereto.

ORDINANCE NO. 11-2014/15 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 11-2014/15 and the Chairman Declared The Ordinance Introduced By Title Only and Referred The Ordinance To The Committee On Administration & Finance For Review: An Ordinance Authorizing The Award, Execution, And Delivery Of A Performance Contract For Energy And Utility Conservation Measures By Florence County, South Carolina; Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Of Not Exceeding \$8,000,000, Relating To Such Performance Contract; Authorizing The Execution Of Other Necessary Documents And Papers; And Other Matters Relating Thereto.

ORDINANCE NO. 12-2014/15 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 12-2014/15 and the Chairman Declared The Ordinance Introduced By Title Only: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Councilman Caudle made a motion Council Re-Appoint Scott Collins To The Construction Board of Adjustments and Appeals, representing Council District 8 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 2015 Through August 31, 2014 As An Item For The Record.

PURCHASE OF PROPERTY

Councilman Bradley 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 and Insert A Caveat To Ensure The Property Would Perk Prior To Finalizing The Purchase (as requested by the County Administrator). Councilman Mumford seconded the motion. Councilman Caudle asked if this was the same property Council previously voted to exercise an option on. The Chairman confirmed that it was. Councilman Caudle asked if the 90 days was about to expire and Mr. Smith confirmed that it was. Councilman Dorriety asked the funding source. The Chairman stated it would come from the Capital Project Sales Tax. The motion to approve with the caveat was approved unanimously.

EMERGENCY MANAGEMENT/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Caudle made a motion Council Declare The Analog Radio System Radios, Components And Parts As Surplus Property As It Is Replaced And Authorize Disposal By The Means Most Advantageous To The County. Councilman Mumford seconded the motion, which was approved unanimously.

INFORMATION TECHNOLOGY/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Caudle made a motion Council Declare Various Computer Equipment As Surplus Property And Authorize Disposal By The Means Most Advantageous To The County. Councilman Springs seconded the motion, which was approved unanimously.

COUNTY ADMINISTRATOR COMMENTS

CHAMBERS RENOVATIONS

Mr. Smith commended staff for the renovations and transformation of the Council Chambers. He stated he would like for the facilities staff to come up to a meeting to be recognized for the work they had done. It was unbelievable what they had done in the re-stacking of the Complex and the cost savings to the taxpayers. He commended Bill Griffenberg and the IT staff. He also recognized Kerry Floyd and Paula Fleming with Media Source 1 for their efforts to set up the recording equipment for the meeting. Chairman Schofield stated it was 'iffy' at the last minute if the meeting would be held in the Council Chambers and commended staff for making that happen at the last minute.

CAPITAL PROJECT SALES TAX (CPST) II

Mr. Smith stated he had an additional item for Council's edification. Mike Meetze, Project Manager, and he had been in numerous meetings in the last few weeks endeavoring to propel the multitudinous CPST II projects forward. They had prepared and provided Council with a book that included a project summary update and would consistently update the information for Council as projects progressed. He commended Jennifer Bailey on his staff for putting the information together.

OTHER BUSINESS:

UTILITY

SPAULDING HEIGHTS

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$90,000 From Council Districts' Infrastructure/Utility Funding Allocations (\$5,000 Each From Districts 1, 2, 4, 5, 6, 8 and 9; \$10,000 From District 3; and \$45,000 From District 7) For The Expansion Of The Spaulding Heights Community Building. Councilman Bradley seconded the motion, which was approved unanimously.

INFRASTRUCTURE/UTILITY

PEE DEE COALITION

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$36,500 From Council Districts' Infrastructure/Utility Funding Allocations (\$4,000 Each From Districts 1, 2, 3, 5, 7, and 9; and \$4,056 Each From Districts 6 and 8) For Building Improvements And Repairs, Equipment Purchases, And Security Upgrades For The Pee Dee Coalition. Councilman Kirby seconded the motion, which was approved unanimously.

SARDIS-TIMMONSVILLE FIRE DEPARTMENT

Councilman Kirby made a motion Council Approve The Expenditure In An Amount Not To Exceed \$45,000 From Council Districts 4, 8, and 9 Infrastructure/Utility Funding Allocations (Approximately \$15,000 From Each District) To Assist The Sardis-Timmons ville Fire Department With The Purchase Of Extrication Equipment. Councilman Dorriety seconded the motion, which was approved unanimously.

UTILITY/ROAD SYSTEM MAINTENANCE FEE (RSMF)

RESURFACING ROADS

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$347,450.25 From Council District 6 Utility/RSMF Funding Allocations To Pay For The Resurfacing Of Justine Drive, College Lake Drive, Kirby Farm Drive, Marion Green Road, Milling And Resurfacing Of Cypress Bend And Full Depth Patching And Resurfacing Of Fleetwood Drive and Welch Drive. Councilman Mumford seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

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

Council entered Executive Session at 9:27 a.m. Council reconvened at 10:18 a.m.

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

COUNCIL MEETING ADJOURNED AT 10:18 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

October 16, 2014

Ordinance No. 06-2014/15

An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article I. Establishment, Purpose, Rules For The Interpretation Of Zoning Districts, And Zoning Annexed Property, Section 30-4. – Adoption Of Flood Hazard Area Maps, Article II. – Zoning District Regulations, Division 4. – FH Flood Hazard District, And Article X. – Definitions; And Other Matters Related Thereto.

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PUBLIC HEARING

October 16, 2014

ORDINANCE NO. 07-2014/15

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars (\$3,500,000) General Obligation Bond Anticipation Notes Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, Covenanting To Issue A General Obligation Bond Of Florence County, South Carolina Sufficient To Make Payment Of Said Bond Anticipation Note, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

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FLORENCE COUNTY COUNCIL

November 20, 2014

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 08-2014/15

An Ordinance Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 And 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation; And Other Matters Related Thereto.

B. ORDINANCE NO. 11-2014/15

An Ordinance Authorizing The Award, Execution, And Delivery Of A Performance Contract For Energy And Utility Conservation Measures By Florence County, South Carolina; Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Of Not Exceeding \$8,000,000, Relating To Such Performance Contract; Authorizing The Execution Of Other Necessary Documents And Papers; And Other Matters Relating Thereto.

C. ORDINANCE NO. 12-2014/15

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Appearances Before Council
 Gale Harlee Dixon
 Great, great, great niece of General William Wallace Harlee

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ms. Dixon Requests To Appear Before Council To Discuss The Possibility Of Obtaining Funding For A Downtown Sculpture Of General William Wallace Harlee, A Founding Father Of Florence And His Daughter, Florence Henning Harlee, For Whom The City Is Named.

ATTACHMENT:

A Copy of the Request To Appear and Associated Attachments.

605 Trillium Court
Florence, S.C. 29501
October 9, 2014

Mr. James Schofield, Chairman
Florence County Council
Florence, S.C. 29501

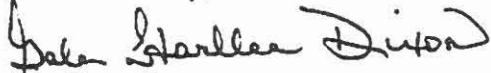
Dear James:

I would like to speak to Florence County Council as soon as possible about the possibility of getting funding for a downtown sculpture of General William Wallace Harllee, a founding father of Florence, S.C., and his daughter, Florence Henning Harllee, for whom the city is named. The city of Florence has no sculptures or monuments downtown, while most cities and many small towns do have sculptures.

2015 is the 125th anniversary of the incorporation of the city of Florence. What an opportunity it would be to have a sculpture of General Harllee and daughter, Florence, in our downtown to celebrate this occasion. We need a visible monument to enjoy of our founding father and daughter, so that our citizens, visitors and school children will know who General Harllee and Florence Harllee are and keep their memory alive for generations to come.

I would like to ask that Florence County Council consider funding one third of the cost of this sculpture. Thank you for your consideration of this most important project.

Most sincerely,

A handwritten signature in cursive script that reads "Gale Harllee Dixon".

Gale Harllee Dixon

Great, great, great niece of General William Wallace Harllee

605 Trillium Court
Florence, S.C. 29501
October 9, 2014

Mr. James Schofield
Florence County Council
Florence, SC

Dear James and Members of the Florence County Council: James

I have had a dream for over 20 years to honor the memory of General William Wallace Harllee with visual memorials for our citizens. I met with Alex Palkovich recently to discuss the possibility of sculpting General William Wallace Harllee, a founding father of Florence, S.C. He is the father of Florence Henning Harllee, for whom the city of Florence is named. Florence has no large sculptures or monuments downtown. Most cities and many small towns do have monuments. 2015 will mark the 125th anniversary of the incorporation of the City of Florence. What an opportunity!

Alex Palkovich was immediately interested and filled with creativity about the idea. He envisioned General Harllee and young daughter, Florence, in the sculpture standing on the railroad pointing toward the village of Florence. He said there are thousands of sculptures of single men, and this sculpture would be unique and like no other.

General Harllee was founder, owner and President of the Wilmington & Manchester Railroad in the early 1850's, with only small wooden sheds for depots and passengers. In 1871, Florence officially became a town with a population of about 700. In 1888, Florence County was formed. Florence was incorporated as a city in 1890.

Please consider helping fund this monument of General Harllee and

daughter Florence, so that the citizens, visitors and school children of Florence will have a visual knowledge of our founding father.

Accomplishments of General William Wallace Harllee:

Admitted to South Carolina Bar in 1833

First elected to the SC House of Representatives in 1836 at age 24

Major of Harllee's Battalion, SC Militia, in Charleston, 1837

Served in Seminole War at Fort Harllee on Santa Fe River in Florida

1845-commissioned Major-General of Fourth Division of the SC Militia

1846-Again elected to SC House of Representatives for purpose of getting a charter for the Wilmington & Manchester Railroad

1847-48 President, owner and founder of W & M Railroad

1852-Built law office and home near Mars Bluff Depot to be near construction of railroad. Law office still stands today near FMU.

One of the largest planters in state

Elected Lt. Governor of SC

Member of Executive Council and Financial Dept. of the State

Commanded Pee Dee Legion (Harllee Legion) stationed near Georgetown

1876-President of Convention which nominated General Wade Hampton for governor of SC

1880-State Senator and President Pro Tempore

1886-Elected President of the South Carolina Bar

1888-Newly formed county seat in Florence County

1890-Again chosen President of the State Convention

1890-Florence incorporated as a city

1889-Moved his family to town of Florence and lived on the corner of Irby and Pine Streets (where old library now stands)

Born July 29, 1812 and Died April 29, 1897

Buried with family at Hopewell Cemetery near Claussen

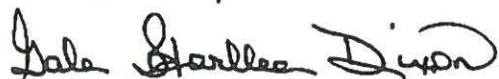
Prominent citizen of SC, oldest practicing lawyer, distinguished Statesman, had ability of a rare and high order (Marion Bar);

Florence Bar drafted a resolution stating that the State mourns the death of Gen. Harllee, one of her most illustrious sons—a soldier, counselor, and statesman.

Thank you again for your consideration for the sculpture of this prominent statesman and a founder of Florence, General William Wallace Harllee and daughter, Florence.

I have been instrumental in preserving the memory of General Harllee, my great, great, great uncle, by doing the research for the Historical Marker at Hopewell Cemetery in 1990. I raised the money in 1991 through the Florence Heritage Foundation for the portrait of him, which hangs in the Florence County Museum.

Most sincerely,

A handwritten signature in cursive script that reads "Gale Harllee Dixon". The signature is written in dark ink and is positioned below the text "Most sincerely,".

Gale Harllee Dixon

PS His older brother, Dr. Robert Harllee, was my great-great grandfather and was a doctor, prominent planter and served in the SC Legislature and Senate. Both brothers were statesmen in their day. Their parents were Thomas and Elizabeth Stuart Harllee, who married in 1789, were the first Harllee's in S.C. and settled in Marlborough District, near Little Rock and present day Dillon. This is where their 10 children were born. Thomas Harllee was a surveyor (for Mills Atlas), prominent planter, merchant, Rep. in the S.C. Legislature, Clerk of Court, and Judge of Probate in what is now Marion County. This family honored our community in the early days.

Cost of Sculpture:

The cost of the *General William Wallace Harllee and Florence Henning Harllee Sculpture* will be two hundred thousand dollars (\$200,000.00), including the foundation and installation, according to Alex Palkovich, sculptor.

October 7, 2014

Florence Morning News, Sunday, March 31, 1991

William Harllee — a



Morning News photo by Jim C. Heston

Gale Harllee Dixon shows a portrait of her great-great-great uncle Gen. William W. Harllee, one of the founding fathers of Florence.

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Appearances Before Council
 Holly Beaumier, Director
 Florence Convention and Visitors Bureau (CVB)

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mrs. Beaumier Requests To Appear Before Council Regarding Tourism Economic Impact And The Florence CVB Marketing Programs.

ATTACHMENT:

A Copy of the Request To Appear.



September 24, 2014

James Schofield
Florence County Council Chair
180 N. Irby Street
MSC-G
Florence, SC 29501

Dear Chairman Schofield,

I would like to request that the Florence Convention and Visitors Bureau (CVB) be permitted to speak to County Council on **November 20, 2014** regarding tourism economic impact and Florence CVB marketing programs. I appreciate your consideration in placing the matter on the agenda.

Sincerely,

A handwritten signature in cursive script that reads "Holly Beaumier".

Holly Beaumier
Director

Florence Convention and Visitors Bureau
3290 W. Radio Drive Florence, SC 29501
843.664.0330 www.visitflo.com

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Resolution of Recognition
Royall Elementary School

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Recognition For Royall Elementary School For Earning The Blue Ribbon School Award For Educational Excellence.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

RESOLUTION OF RECOGNITION

WHEREAS, Florence County Council seeks to recognize those exemplary organizations and individuals within Florence County that are instrumental in the enhancement of the quality of life for the residents of our County; and

WHEREAS, our school system is the backbone of our democracy, providing young people with the tools needed to maintain our nation's precious values of freedom, civility and equality, thereby equipping our youth with both practical skills and broader intellectual abilities, thus giving them hope for, and access to, a productive future; and

WHEREAS, **Royall Elementary School** is one of five South Carolina schools named as a National Blue Ribbon Award Winner, thus raising the bar for the standard of excellence in education for Florence County; and

WHEREAS, the National Blue Ribbon Schools Program recognizes and identifies outstanding schools, celebrating some of the most skilled and effective educators in the country and is one of the most prestigious Awards presented annually; and,

WHEREAS, **Royall Elementary** met the eligibility criteria for Exemplary High Performing Schools based on the fact that all students in the school tested in the top 15 percent of all schools in the State in the most recent year in both reading and mathematics; and,

WHEREAS, **Royal Elementary School** has consistently performed as an outstanding leader in educational excellence, earning such other awards as Palmetto Gold and Silver Awards, Closing the Achievement Gap "Silver" and "Gold" Recognition, Florence School District 1 Battle of the Books, Reading Renaissance Master School, Governor's Honor Roll of Reading School, the First School in South Carolina to Achieve Reading Renaissance Master School Status (2003), Red Carpet School Award, SC Department of Education Writing Hall of Fame School, SCASA School of Promise, Accelerated Reader Model School, SERVE Promising Practices in Reading Literacy in Southeastern Schools, Exemplary Art Program Award-National Art Education Association, National IRA Award-Exemplary Reading Program for South Carolina, just to name a few; and,

WHEREAS, **Principal Julie C. Smith** deserves recognition and appreciation for her extraordinary leadership with 31 years of dedicated service at Royall Elementary and 41 years of service as an educator; and,

WHEREAS, the students, teachers, parents and administrators of Royall Elementary School are to be commended for their hard work and dedication in making it a model school for others to emulate.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Florence County, the Florence County Council that **ROYALL ELEMENTARY SCHOOL** deserves recognition for its meritorious achievement in earning the coveted National Blue Ribbon Award.

Presented this 16th day of October 2014.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Kent C. Caudle, District 5

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Resolution No. 11-2014/15

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing An Incentive Agreement Between Project Cowgirl And Florence County.

OPTIONS:

1. *(Recommended)* Approve Resolution No.11-2014/15 As Presented.
2. Provide an alternate directive.

ATTACHEMENTS:

Copy of Proposed Resolution No. 11-2014/15

| | |
|------------------------------|------------------------|
| Sponsor(s) | : Economic Development |
| Adopted: | : November 20, 2014 |
| Committee Referral | : N/A |
| Committee Consideration Date | : N/A |
| Committee Recommendation | : N/A |

RESOLUTION NO. 11-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[A RESOLUTION AUTHORIZING AN INCENTIVE AGREEMENT BETWEEN PROJECT COWGIRL AND FLORENCE COUNTY.]

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Code of Laws of South Carolina 1976, as amended (the "Act"), to accept the conveyance of land, a building or buildings, machinery and equipment and other assets which together constitute a "project" as defined in the Act, and to enter into lease agreements with any industry for such project which requires the industry to make a payment of a fee-in-lieu of taxes ("FILOT"), or, alternatively, the County Council is empowered to enter into a Fee Agreement (the "Simplified FILOT") with respect to a project pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976 (the "Code"), as amended (the "Fee In Lieu of Tax Simplification Act") and as supplemented by Title 4, Chapter 1 of the Code (the "MCIP Act") which requires the industry to make a payment of a fee in lieu of taxes without the conveyance of title to the County, through which powers (whether under the Act or the Fee in Lieu of Tax Simplification Act) the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and
2. The County is authorized and empowered to expend monies in the furtherance of industrial and other economic development projects which will benefit the general welfare of the County, through the expenditure of funds appropriated for such purpose and/or the proceeds of Bonds issued by the County pursuant to Chapter 29 of Title 4 of the Code and/or Section 4-1-175 of the Code ("Special Source Bonds"), and/or the granting of Special Source Revenue Tax Credits pursuant to Chapter 44 of Title 12 of the Code ("Special Source Credits"); and
3. Project Cowgirl and/or its subsidiaries, affiliates, successors, assigns, sponsors, lessors and others (collectively, the "Company"), desire to invest capital estimated to be approximately \$3,575,000 over a five (5) year period for the purpose of acquiring real property, with improvements thereto and the installation of fixtures, equipment, office furniture and other property, and the Company also desires to create 153 new, full-time jobs, all for the purpose of operating a service facility within the County (the "Project"); and
4. The County desires to enter into an incentive agreement (the "Incentive Agreement") with the Company (i) to establish the terms of the FILOT or Simplified FILOT with respect to the Project; (ii) to provide for a cash grant of not exceeding three hundred thousand dollars (\$300,000) for property acquisition with respect to the Project (the "County Grant"); and (iii) to describe such other commitments of the County as are appropriate in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Florence County, South Carolina, the Florence County Council in meeting duly assembled as follows:

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

Section 2. The Incentive Agreement attached hereto, which describes the basic terms of the FILOT or Simplified FILOT, the Grants and other incentives and commitments is hereby approved with such changes, not materially inconsistent with the attached agreement or materially adverse to the County, as may be advised or approved by the County Attorney, and the Chairperson of County Council is hereby authorized and directed to execute the Incentive Agreement with the Company.

Section 3. The further details of the FILOT or Simplified FILOT (as elected by the Company in its sole discretion) shall be prescribed by a subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. The County may reimburse itself for the County Grant from the proceeds of Special Source Revenue Bonds of the County issued pursuant to the Act or the MCIP Act not later than one (1) year after the payment by the County of such grant monies, or from payments under a Fee Agreement between the industry and the County pursuant to Title 4, Chapter 12 of the Code or Title 12, Chapter 44 of the Code, or from any Fee Agreement to which the County is a party, or a combination thereof.

Section 5. If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

Section 6. This resolution shall constitute an inducement resolution for purposes of the Act and the Fee in Lieu of Tax Simplification Act.

THE FLORENCE COUNTY COUNCIL:

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

INCENTIVE AGREEMENT

This Incentive Agreement (the "Agreement") is being entered into this ____ day of _____, 2014, between **PROJECT COWGIRL**, a company whose identity must remain confidential until such time as an announcement can be made (the "Company"), and **FLORENCE COUNTY, SOUTH CAROLINA** (the "County").

WITNESSETH

WHEREAS, the County is authorized to make and execute contracts of the type embodied by this Agreement; and

WHEREAS, the Company is considering an investment through itself and/or one or more existing or to-be-formed affiliated or related entities (collectively, the "Company") and/or one or more unrelated parties, including third party lessors (collectively, the "Sponsors"), at a site located within the County and previously identified to the County (the "Property"); and

WHEREAS, the Company contemplates that the investment will consist of the establishment of service facility center on the Property (the "Project"); and

WHEREAS, the Company anticipates the Project will consist of an investment of approximately \$3,575,000 over five years; and

WHEREAS, the Project anticipates the creation of approximately 153 or more new, full time jobs over a five (5) year period measured from the commencement of operations, with approximately 30 of the jobs providing average salaries of \$100,000 or more per year; and

WHEREAS, the County wishes to induce the Company to locate the Project within the County and, as set forth in more detail herein, the County, acting by and through its governing body, desires to present the Company with a competitive incentive package representing such inducement; and

WHEREAS, the County Council has approved the terms of this Agreement by an Inducement Resolution adopted on November __, 2014; and

WHEREAS, the County acknowledges that the Company is relying on the commitments set forth herein in making its decision to locate the Project within the County, and the Company acknowledges that the County is relying on the commitment set forth herein in making its decision to offer this inducement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I FEE IN LIEU OF TAXES

Section 1.1 Fee-in-Lieu of Ad Valorem Taxes.

A. Under the terms prescribed herein, the County, at Company's request, agrees to enter into a fee-in-lieu of ad valorem taxes ("FILOT") agreement (the "Fee Agreement") for a period of thirty (30) years for each component of all or a part of the Project placed in service during the investment period, all as provided for under, and pursuant to, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"). The Fee Agreement will be implemented through an ordinance to be adopted by County Council. The Fee Agreement shall provide for a 6% assessment ratio for all qualifying property and, at the Company's request, a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which the Fee Agreement is executed for the duration of the FILOT arrangement. The Fee Agreement shall contain, in substance, the following provisions:

- (i) The termination of the Fee Agreement will coincide with the payment of the final FILOT pursuant thereto;
- (ii) The Company shall make FILOT payments in accordance with and in the amounts established in the Fee Agreement;
- (iii) The County and the Company agree the Company may, at its sole discretion, dispose of property and replace property subject to FILOT payments as set forth in the Act.

B. The Company agrees, if the Project proceeds, to acquire by construction, lease and/or purchase real and personal property, including, but not limited to, buildings, office equipment, machinery and furniture to represent a targeted aggregate investment of approximately \$3,575,000.

C. If the Company fails to meet a total investment level of \$2,500,000 or more (without regard to depreciation) in the time allowed under the Act (i.e. five (5) years) then the FILOT arrangement shall terminate and the Company shall pay the County an additional amount equal (if any) to the total savings from the time the first FILOT payment was made to that point (that is, the difference between the fee amount paid by the Company and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions, plus interest in the manner provided in Section 12-54-25 of the Code of Laws of South Carolina, 1976, as amended). In no event shall the FILOT payments terminate with respect to the Company as long as the Company maintains a minimum investment of \$2,500,000.

D. The County agrees that the Company may remove at any time during the term of the Fee Agreement property from the Project and dispose of it (as defined in the Act) with the consequence being the reduction of the FILOT payments, and/or replace such property and make the replacement property subject to the FILOT payments, all to the fullest extent allowed in and

pursuant to the Act, subject, always, to the absolute requirement, statutory or otherwise, to maintain not less than \$2,500,000 in investment in the Project at all times.

E. The County agrees that the Company may terminate the Fee Agreement at any time during the term thereof in their sole discretion, in which case the Project shall become subject to regular property taxes.

ARTICLE II CASH GRANT; CLAWBACK

Section 2.1. Grant. The County agrees to provide the Company a cash grant of up to \$300,000 for use by the Company in acquisition of property for use in real property acquisition, improvement and infrastructure related thereto ("Eligible Expenses") all as shown by presentation of eligible expenses (the "County Grant"). The County will provide \$200,000 payable as soon as the Company presents evidence of having incurred Eligible Expenses. An additional \$50,000 will be payable upon the Company presenting evidence of having incurred an additional \$100,000 in Eligible Expenses and the creation of 100 new, full-time jobs. The final \$50,000 will be payable upon the Company presenting evidence of having incurred an additional \$100,000 in Eligible Expenses and the creation of an additional 53 new, full-time jobs.

Section 2.2. Clawback Provision.

A. The Company agrees that it will make a minimum total investment of \$3,575,000 and create 153 full-time jobs on or before December 31, 2019 (the "Investment Date"). If the Company fails to have an investment of at least \$3,575,000 and 153 full-time jobs on the Investment Date, with at least 30 of those full-time jobs paying average salaries of \$100,000 or more per year, then the Company will repay a portion of the County Grant based upon the following calculations:

(i) Investment Amount Calculations. If the Company fails to have a total investment of \$3,575,000 on December 31, 2019, then the following calculation will be made:

Step 1:

$$\frac{\text{Actual Investment}}{\$3,575,000 \text{ (the Investment)}} = \text{Investment Achievement Percentage}$$

Step 2:

$$100\% \text{ less Investment Achievement Percentage} = \text{Investment Percentage Repayment}$$

If the Investment Percentage Repayment is greater than 0%, then the Company will repay the County that percentage of the County Grant it has received that equals the Investment Percentage Repayment;

Or,

(ii) Job Creation Calculations. If the Company fails to have 153 full-time jobs, with at least 30 of those full-time jobs paying average salaries of \$100,000 or more per year, on December 31, 2019, then the following calculation will be made:

Step 1:

$$\frac{\text{Actual Job Creation}}{153 \text{ (the "Job Target")}} = \text{Job Achievement Percentage (not to exceed 100\%)}$$

Step 2:

$$100\% - \text{Job Achievement Percentage} = \text{Job Percentage Repayment}$$

If the Company does not employ 30 full-time employees with average salaries of \$100,000 or more per year on December 31, 2019, then the Job Achievement Percentage as calculated above shall be reduced by the shortfall. For example and by way of example only, if the Company employs 21 full-time employees with average salaries of more than \$100,000 per year on December 31, 2019, then the shortfall in such requirement is 30% $((30-21)/30)$. If, in such case, the Job Achievement Percentage as calculated above were 100% prior to the application of this paragraph, then it would be reduced by 30% such that the Job Achievement Percentage, as modified after the application of this paragraph, would be 70%.

If the Job Percentage Repayment is greater than 0%, then the Company will repay the County that percentage of the County Grant it has received that equals the Job Percentage Repayment. In the event the Company fails to achieve both the investment amount and the job numbers, the Company will repay that amount of the total County Grant received as equals the higher of the Investment Percentage Repayment or the Job Percentage Repayment. Under no circumstances will the Company be required to repay grant money based on the Investment Percentage Repayment and the Job Percentage Repayment.

B. The Company also agrees that it will be subject to an additional clawback based on maintenance of the business through 2029. If the Company substantially ceases operations in the County on or before December 31, 2029, the Company will be required to repay a portion of the County Grant based on the following calculations:

$$\frac{\text{Actual full years of operation}}{15} = \text{Operational Percentage}$$

$$100\% - \text{Operational Percentage} = \text{Percentage Repayment}$$

For example:

If the Company substantially ceased operations in the County at the end of 2025, then it would have had (2025 – 2014) eleven full years of operation.

$$\begin{aligned} (11 \text{ years}/15) &= 73\% \text{ Operational Percentage} \\ 100\% - 73\% &= 27\% \text{ Percentage Repayment} \end{aligned}$$

The Company would be required to repay 27% of the grant monies received.

C. The remedies provide in the clawback provisions of this Section 2.2 shall be the County's sole remedies for failure to reach an investment amount of \$3,575,000 or job creation of 153 jobs. Under no circumstances will the application of FILOT payments, and the terms and conditions as to calculations of FILOT payments, including but not limited to, the assessment ratio, fixed millage rate, or termination date under the Act be modified or changed as a result of any application of this Section 2.2. As long as the Company shall maintain the statutory minimum investment requirement under the Act, the Company shall be entitled to all benefits of the FILOT payments and the Act.

D. Should the Company be unable to meet 100% of its Investment or Job Target as set forth in Section 2.2(A), as a result of a "Force Majeure Event" then the Investment Date, only as applied in Section 2.2(A), shall be recalculated based on the such time as is reasonable and prudent for the Company to recover from or remedy the results of the Force Majeure Event. The Company shall give reasonable written notice to the County with full details following the occurrence of the cause relied upon, to include a reasonable estimate of the remedy or recovery period. The Company will then advise the County in writing when the remedy or recovery is complete. Once the Company has remedied or recovered from the Force Majeure Event, the amount of time from the date of the Force Majeure Event until the date of remedy/recovery shall be added to the Investment Date to provide a new date that shall then become the Investment Date for all purposes for measurement and application of the clawback provisions in Section 2.2(A) of this Article. "Force Majeure Event" shall mean (A) any taking of any part of the property comprising the Project by eminent domain, or (B) any damage to the property comprising the Project that is caused by fire or acts of God (such as flood, lightning, earthquake or hurricane), war, strikes and other labor disputes, or riot or similar civil disturbance, but only to the extent such damage or disruption was beyond the control of and not caused in whole or in part by negligence, illegal acts or willful misconduct on the part of the Company.

ARTICLE III MISCELLANEOUS

Section 3.1 Applicable Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with the laws of South Carolina, without regard to conflict of law principles.

Section 3.2 Binding Effect of Agreement. To the extent permitted by law, this Agreement represents binding and enforceable commitments between the Sponsor(s) and the County, including its constituent agencies, departments and other entities.

Section 3.3 Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 3.4 Inducement Resolution. By Resolution dated November __, 2014, County Council approved this Agreement and authorized the appropriate County officials to execute this Agreement. To the extent permitted by law, the County shall use its best reasonable efforts to take whatever actions are necessary and appropriate in order to comply with its undertakings in this Agreement.

Section 3.5 Counterparts. This Agreement may be signed in any number or counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument.

Section 3.6 Termination. THE PARTIES UNDERSTAND THAT THE COMPANY MAY CHOOSE NOT TO PROCEED WITH THE PROJECT AS HEREIN PROVIDED, IN WHICH EVENT THIS AGREEMENT SHALL BECOME VOID UPON NOTICE BY THE COMPANY TO THE COUNTY AS TO SUCH CHOICE.

Section 3.7 Assignment. Pursuant to, and, only to the extent permitted by and in accordance with the Act, the Company may assign a part or all of its rights or obligations under this Agreement to one or more affiliated entities organized or designated by the Company to own or operate the Project or any part thereof and the County hereby agrees and consents to such assignment(s). The County also recognizes and agrees that the Project ownership may be split between two or more affiliated entities and the County agrees, if requested by the Company, to allow such entities also as project Sponsors and/or Sponsor Affiliates in any fee agreement with the Company all subject to the terms, provisions, and requirements of the Act, in all regards. All such entities shall be entitled to the full benefits of this Agreement. No other assignments are authorized without the written approval of the County, which approval will not be unreasonably withheld.

Section 3.8 Cooperation. The County agrees, to the extent permitted by law and at the Company's request and expense, to cooperate with the Company in sustaining the enforceability of this Agreement.

Section 3.9 Other Requirements. The County represents that other than as expressly set forth herein, there are no other requirements the Company must fulfill in order to obtain the incentives described herein.

Section 3.10 Authorization. The County represents that this Agreement has been properly authorized through the adoption of a resolution which identifies the Project and Sponsors.

Section 3.11 Limitation. All commitments of the County hereunder are subject to all of the provisions of the Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Section 3.12 Enactments. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms

and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and compliance by the County with the provisions of the South Carolina Home Rule Act, including the enactment by the County Council of an ordinance authorizing the execution and delivery of the Fee Agreement and approving the terms thereof.

[Signature Pages Follow]

Draft

FLORENCE COUNTY, SOUTH CAROLINA

By: _____

James Schofield
Chairperson, County Council of
Florence County, South Carolina

(SEAL)
ATTEST:

Connie Y. Haselden
Clerk to County Council
Florence County, South Carolina

[other signatures appear on following pages]

[Project Cowgirl]

_____, Inc.

By: _____

Its: _____

Draft

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Approval of Resolution No.12-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(To Amend Section 4 of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of An Additional Participant In The South Carolina Procurement Card Program and To Increase One Daily 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. Now that the Florence Museum has opened, 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 Recreation Director has requested an increase to one employee's daily limit in order to make the operation of this department more efficient.
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. 12-2014/2015
2. Resolution No. 05-2009/2010

Sponsor(s)/Department : County Council
Adopted: : November 20, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-2014/15

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 An Additional Participant In The South Carolina Procurement Card Program and To Increase One Daily 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 almost five 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 an additional position to the Program and to increase one daily limit per the listing below.

| <u>Department</u> | <u>Daily Limit</u> | <u>Monthly Limit</u> |
|---|--------------------|----------------------|
| <i>Additional position:</i> | | |
| <i>Florence Museum (124-471-486-640)</i> | | |
| Executive Director | \$1,500 | \$1,500 |
| <i>Increase spending limit:</i> | | |
| <i>Recreation (010-471-451-100)</i> | | |
| Facilities Superintendent | \$1,000 | |

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

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

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.

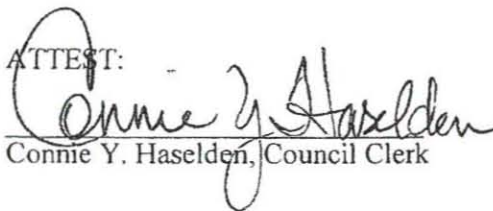
NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

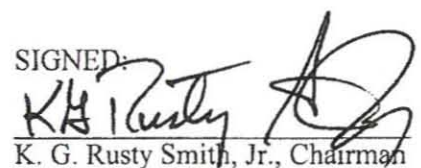
1. Florence County is hereby authorized to participate in the South Carolina Procurement Card Program, and the County Administrator is directed to execute the necessary documentation to proceed.
2. Regular monitoring of the County's participation in the Program will include detailed reviews of each monthly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

cufr

3. The County Administrator will manage the County's participation in the Program:
 - a. Requiring that each card be used solely for official, authorized use, reconciled timely, and fully accounted for at all times.
 - b. Providing monthly reports to County Council detailing the dollar volume and number of transactions for each card authorized in the Program.
 - c. Notifying the Council immediately of any event of fraud or misuse.
 - d. 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

Thursday, November 20, 2014

AGENDA ITEM: Ordinance No. 06-2014/15
Third Reading

DEPARTMENT: Planning and Building Department



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article 1. Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of Flood Hazard Area Maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. - Definitions; And Other Matters Related Thereto.] (*Planning Commission approved 6-0: All Council Districts*)

POINTS TO CONSIDER:

1. On December 16, 2004 the Department of Homeland Security's Federal Emergency Management agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood hazard Areas (SFHAs) in Florence County.
2. On June 16, 2014 FEMA completed a re-evaluation of the Flood hazards in Florence County.
3. Because of the Flood Insurance Study re-evaluation Florence County must formally adopt the modified maps and update the current Floodplain Development Ordinance to meet the additional requirements imposed by FEMA.
4. Failure to adopt the new maps and modify the current ordinance to meet these requirements by December 16, 2014 will result in Florence County's suspension from the National Flood Insurance Program (NFIP).
5. The Planning Commission and Building Department staff has prepared the attached amendment to the Ordinance to ensure compliance with the Department of Homeland Security's Federal Emergency Management Agency (FEMA) additional requirements.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 06-2014/15 Existing w/Markup
2. Ordinance No. 06-2014/15 New Proposed
3. Staff report for PC#2014-05

| | | |
|------------------------------------|-----------------------------------|----------------------------------|
| Sponsor(s) | : Engineering Department | I, _____ |
| Planning Commission Consideration | : August 26, 2014 | Council Clerk, certify that this |
| Planning Commission Public Hearing | : August 26, 2014 | Ordinance was advertised for |
| Planning Commission Action | : August 26, 2014 [Approved: 6-0] | Public Hearing on _____. |
| First Reading/Introduction | : September 18, 2014 | |
| Committee Referral | : N/A | |
| County Council Public Hearing | : | |
| Second Reading | : October 16, 2014 | |
| Third Reading | : November 20, 2014 | |
| Effective Date | : Immediately | |

ORDINANCE NO. 06-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article 1. Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of Flood Hazard Area Maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. – Definitions; And Other Matters Related Thereto.]

WHEREAS:

1. Chapter 30 – Zoning Ordinance was adopted into the Florence County Code of Ordinances on June 7, 2007; and
2. On June 16, 2014 FEMA completed a re-evaluation of the Flood hazards in Florence County; and
3. Failure to adopt the new maps and modify the current ordinance will result in Florence County's suspension from the National Flood Insurance Program (NFIP); and
4. The Florence County Code of Ordinances must be maintained as compliant with the Department of Homeland Security's Federal Emergency Management Agency requirements.

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

1. The Florence County Code, Chapter 30 - Zoning Ordinance, Article I. - Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of flood hazard area maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. - Definitions. The Text amendment shall read as follows:

Sec. 30-04. Adoption of flood hazard area maps.

Special flood hazard area maps have been prepared for Florence County and its incorporated areas by the Federal Emergency Management Agency in its Flood Insurance Study dated September 22, 1982. The accompanying maps and other supporting data are adopted by reference and declared to be part of the ordinance. The current special flood hazard maps that are adopted to use are dated December 16, ~~2004~~ 2014.

For all areas which come under the jurisdiction of Florence County, any special flood hazard areas identified by the Flood Insurance Study, dated December 16, ~~2004~~ 2014

for the unincorporated area of Florence County, with accompanying maps and other data, are adopted by reference.

DIVISION 4. FH FLOOD HAZARD DISTRICT

Flood hazard districts include (1) flood plains, (2) areas of shallow flooding, (3) areas of special flood hazard, and (4) floodways. The development of these areas, where shown on flood hazard boundary maps, issued by the Federal Emergency Management Agency (FEMA) for Florence County, may not occur where alternative locations exist due to the inherent hazards and risks involved. Before a building permit is issued, the applicant shall demonstrate on the plan submitted with the zoning compliance application that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. Where there is no alternative to a location in a flood hazard district, proposed development shall be regulated by the following.

Sec. 30-61. General development standards.

Sec. 30-62. Specific development standards.

Sec. 30-63. Warning and disclaimer of liability. Variance Procedures for Flood plain Development.

Sec. 30-64. Warning and disclaimer of liability.

30-65. Reserved.

Sec. 30-61. General development standards.

Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all development shall adhere to the following criteria;

- (1) New construction or substantial improvements (shall) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydro-dynamic and hydrostatic loads, including the effects of buoyancy;
- (2) New construction and changes of existing structures below the minimum first floor elevation shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent

~~water from entering or accumulating within the components during conditions of flooding;~~

- ~~(5) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;~~
- ~~(6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;~~
- ~~(7) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;~~
- ~~(8) On-site waste disposal systems shall be located and constructed to avoid impairment or contamination during flooding;~~
- ~~(9) Any alteration, repair, reconstruction, or improvement to a structure which is not in compliance with the provisions of this chapter, shall be undertaken only if it is not considered a substantial improvement.~~
- (a) *Development Permit:* Application for a development permit shall be made to the local administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:
 - (1) A plot plan that shows the 100-year floodplain contour, or a statement that the entire lot is within the floodplain, must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the Local Administrators of Section 30-61.c or the Standards for Subdivision Proposals of Section 30-62.b.13 and the Standards for streams without Estimated Base Flood Elevations and/or Floodways of Section 30-62.c. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local administrators of Section 30-61.c or the standards for subdivision proposals of Section 30-62.b.13 in conjunction with the standards for streams without estimated base flood elevations and/or floodways of 30-62.c.

(2) Where base flood elevation data is provided as set forth in Section 30-04 or the duties and responsibilities of the local administrators of Section 30-61.c, the application for a development permit within the flood hazard area shall show:

- a. the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
- b. if the structure will be floodproofed in accordance with the non-residential construction requirements of Section 30-62.b.2, the elevation (in relation to mean sea level) to which the structure will be floodproofed.

(3) Where Base Flood Elevation Data Is Not Provided. If no base flood elevation data is provided, as set forth in Section 30-04 or the duties and responsibilities of the local administrators of Section 30-61.c.11, then the provisions in the standards for streams without estimated base flood elevations and/or floodways of Section 30-62.c. must be met.

(4) Alteration of Watercourse: Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood- carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation.

(b) Certifications

(1) Floodproofing Certification. When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Section 30-62.b.2.

(2) Certification During Construction. A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. Any work done prior to submission of the certification shall be at the permit holder's risk. The local administrator shall review the floor elevation survey data submitted. The permit holder, immediately and prior to further progressive work being permitted to proceed, shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a

stop-work order for the project.

- (3) As-built Certification. Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Section 30-61.b.1 and 2 that the development is built in accordance with the submitted plans and previous pre-development certifications.

- (c) Duties and Responsibilities of the Local Administrator. Duties of the local administrator shall include, but not be limited to:

- (1) Permit Review. Review all development permits to assure that the requirements of this ordinance have been satisfied.

(2) Requirement of Federal and/or state permits. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

- (3) Watercourse alterations

- a. Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water and Conservation Districts Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- b. In addition to the notifications required with watercourse alterations per Section 30-61.c.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
- c. If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of actual construction.
- d. Within 60 days of completion of an alteration of a watercourse, the applicant shall submit as-built certification, by a registered professional engineer, to the

Federal Emergency Management Agency.

- (4) Floodway encroachments. Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 30-62.b.5 are met.
- (5) Development Proposals. Require development proposals for proposed developments prior to signing off on and CLOMRs or LOMRs.
- (6) Adjoining Floodplains. Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (7) Notifying Adjacent Communities. Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
- (8) Certification requirements
 - a. Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with Section 30-61.b.2 and 3.
 - b. Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Section 30-61.b.1.
 - c. When floodproofing is utilized for a non-residential structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Section 30-62.b.2.
- (9) Map Interpretation. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (10) Prevailing Authority. Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Section 30-62.b.7.b.
- (11) Use Of Best Available Data. When base flood elevation data or floodway data has not been provided in accordance with Section 30-04, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, State, or other sources, including data developed pursuant to the standards

for subdivision proposals outlined in Section 30-62.b.13, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

- (12) *Special Flood hazard Area/topographic Boundaries Conflict.* When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.
- (13) *On-Site inspections.* Make on-site inspections of projects in accordance with the administrative procedures outlined in Section 30-61.d.
- (14) *Administrative Notices.* Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Section 30-61.d.4
- (15) *Records Maintenance.* Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- (16) *Annexations and Detachments.* Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas. The community must incorporate applicable maps from surrounding jurisdictions into this ordinance within 90 days of date of the annexation.
- (17) *Federally Funded Development.* The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (18) *Substantial Damage Determination.* Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 30 percent of the market value of the structure before the damage occurred.
- (19) *Substantial Improvement Determinations.* Perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 30 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If

the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur. Methods of Market Value Determination. The market values shall be determined by one of the following methods:

- a. the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner; or,
- b. one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures.
- c. Real Estate purchase contract within 6 months prior to the date of the application for a permit.

(d) Administrative Procedures

- (1) Inspections of Work in Progress: As the work pursuant to a permit progresses, the local administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Stop-Work Orders: Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (3) Revocation of Permits: The local administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.

- (4) Periodic Inspections: The local administrator and each member of his inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) Violations to be Corrected: When the local administrator finds violations of applicable State and local laws, it shall be his duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.
- (6) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:
- a. the building or property is in violation of the Flood Damage Prevention Ordinance,
 - b. a hearing will be held before the local administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - c. following the hearing, the local administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
- (7) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the administrator may prescribe; provided that where the administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
- (8) Appeal: Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

(10) Denial of Flood Insurance under the NFIP: If a structure is declared in violation of this ordinance and the violation is not remedied then the local administrator shall notify the Federal Emergency Management Agency to initiate a Section 1316 of the National Flood Insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

(11) The following documents are incorporated by reference and may be used by the local administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

- a. All FEMA Technical Bulletins
- b. All FEMA Floodplain Management Bulletins
- c. FEMA 348 Protecting Building Utilities from Flood Damage

Sec. 30-62. Specific development standards.

~~In all areas of special flood hazard where base flood elevation data are available, the following shall be required.~~

- ~~(1) Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one foot above the base flood elevation. A pre-construction and post-construction flood elevation certificate shall be submitted. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, creating a fully enclosed area, said enclosed area shall:~~
- ~~a. Be designed to preclude permanent living space;~~
 - ~~b. Be useable solely for parking vehicles, building access, or storage;~~
 - ~~c. Include openings sufficient to facilitate unimpeded movement of flood waters and/or be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters.~~

~~Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:~~

- ~~a. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;~~
- ~~b. The bottom of all openings shall be no higher than one foot above grade;~~
- ~~c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;~~

- d. ~~Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side.~~
- (2) ~~Nonresidential construction. New construction or substantial improvements of any commercial, industrial, or non-residential structure shall have the lowest floor elevated no lower than one foot above the level of the base flood elevation. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic loads and the effect of buoyancy. A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Agricultural structures may be wet-floodproofed in accord with Technical Bulletin 7-93, Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program document number FIA-TB-7.~~
- (3) ~~Temporary development. All applicants of a temporary use must submit to the zoning administrator, prior to the issuance of a development permit, a written plan for the removal of any temporary use or structure in the event of a hurricane or flash flood warning notification. The plan shall be reviewed and approved in writing, and must include the following information:~~
 - a. ~~A specified time for which the temporary use will be permitted;~~
 - b. ~~The name, address, and phone number of the individual responsible for the removal of said use;~~
 - c. ~~The time frame prior to the event at which any structure will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);~~
 - d. ~~A copy of a contract or other suitable instrument with a trucking company to insure the availability of removal equipment when needed;~~
 - e. ~~Designation, accompanied by documentation, of a location outside the floodplain to which said temporary structure will be moved;~~
 - f. ~~A plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.~~
- (4) ~~Accessory structures. An accessory structure, the cost of which is greater than \$3,000.00, must comply with the elevated structure requirements of this section. When accessory structures of \$3,000.00 or less are to be placed in the floodplain, such structure shall:~~
 - a. ~~Not be used for human habitation (including working, sleeping, living, cooking, or restroom areas); and~~
 - b. ~~Be designed to have low flood damage potential, be constructed and placed on the building site so as to offer minimum resistance to floodwaters, and be firmly anchored to prevent flotation, collapse, or lateral movement.~~
- (5) ~~Floodways. The following provisions shall apply within floodways:~~
 - a. ~~No encroachments, including fill, new construction, substantial improvements, additions, or other developments shall be permitted unless it has been demonstrated through hydraulic analysis performed in accordance with standard~~

engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of a base flood.

- b. ~~Where no such increase is certified, new construction and substantial improvements may be permitted in compliance with the requirements of this section.~~

- (6) ~~Standards for streams and/or floodways without established base flood elevations. Development contiguous to small streams where no base flood data have been provided or where no floodways have been identified shall adhere to the following:~~

- a. ~~No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of base flood discharge.~~

- b. ~~Where no such increase is certified, new construction and substantial improvements may be allowed within such areas provided all applicable provisions of this section are satisfied.~~

- c. ~~If subsections a. and b. above have been satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of article II, division 3 and shall be elevated or flood proofed in accordance with the elevations established. In the absence of FEMA base flood elevation data and floodway data, obtain, review, and reasonably utilize other base flood elevation and other floodway data as a basis for elevating residential structures to or above the base flood level, and for flood proofing or elevating non-residential structures to or above the base flood level. Data from preliminary, draft and flood insurance studies constitutes best available data. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used. When base flood elevation data is not available from a federal, state or other source, the lowest floor shall be elevated at least three feet above the highest adjacent grade.~~

- d. ~~Where base flood elevation data is utilized in Zone A from another source, the administrator will obtain and maintain records of the lowest floor and flood proofing elevation for new and substantially improved construction.~~

- (7) ~~Standards for subdivision proposals.~~

- a. ~~All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage. An access road at or above the base flood elevation shall be provided to allow emergency access during flood conditions;~~

- b. ~~All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards;~~

- c. ~~Base flood elevation data shall be provided for subdivision proposals and other proposed developments greater than the lesser of five lots or five acres.~~

- (8) ~~Standards for areas of shallow flooding (AO zones). Development within areas subject to shallow flooding in zone A and AO require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed~~

structures and shall adhere to the general and specific development standards of this section.

- (9) ~~Recreational vehicles. In A or AE zones, all recreational vehicles to be placed on a site must (a) be elevated and anchored to meet requirements of section 30-61 and 30-62; or (b) be on site for less than 180 consecutive days; or (c) be fully licensed and highway ready. A recreational vehicle is ready for highway use if it is on wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.~~

(10) ~~Manufactured homes.~~

~~a. Manufactured homes that are placed or substantially improved within Zones A or AE, which meet one of the following location criteria, are to be elevated such that the lowest floor is to or above (one foot) above the base flood elevation and be securely anchored: (a) outside a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; (d) on site in an existing park which a manufactured home has incurred substantial damage as a result of a flood.~~

~~b. Where manufactured homes are not subject to section 30-62(10)a. the manufactured home will: (a) be elevated so the lowest floor of the manufactured home is at or above (1 foot) above the base flood elevation; (b) when no base flood elevation is established the manufactured home chassis is to be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.~~

- (a) General Standards. Development may not occur in the floodplain where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard the following provisions are required:

- (1) Anchoring. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) Flood Resistant Materials and Equipment. All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage.
- (3) Minimize Flood Damage. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) Critical Development. shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and

hydraulic engineering analysis that generates 500 year flood elevation data.

- (5) Utilities. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 1 ft. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building.
- (6) Water Supply Systems. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) Sanitary Sewage Systems. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Gas Or Liquid Storage Tanks. All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (9) Alteration, Repair, Reconstruction, Or Improvements. Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.
- (10) Non-Conforming Buildings or Uses. Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (11) American with Disabilities Act (ADA). A building must meet the specific standards for floodplain construction outlined in Section 30-62.b, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

(b) Specific Standards. In all areas of special flood hazard (Zones A, AE,) where base flood elevation data has been provided, as set forth in section 30-04 or outlined in the Duties and Responsibilities of the Local Administrator Section 30-61.c. the following provisions are required:

(1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 1 foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Section 30-62.b.4.

(2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 1 foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Section 30-62.b.4. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the floodproofing certification requirements in Section 30-61.a.2.a. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Section 30-63.d of this ordinance. Agricultural structures not meeting the criteria of Section 30-63.d must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

(3) Manufactured Homes.

a. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than 1 foot above the base flood elevation and be securely anchored to an adequately anchored foundation system

to resist flotation, collapse, and lateral movement.

- b. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the sight, reinforced piers or other foundation elements of at least equivalent strength shall support the chassis. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- c. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local administrator and the Florence County Emergency Management Department.

(4) *Elevated Buildings.* New construction and substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect and meet the following minimum criteria:
 - 1. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
 - 2. The bottom of each opening must be no more than 1 foot above the higher of the interior or exterior grade immediately under the opening.
 - 3. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
 - 4. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - 5. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

- b. Hazardous Velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.
- c. Enclosures Below Lowest Floor
1. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
 2. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled.
 3. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Section 30-62.b.1, 2 and 3.
 4. All construction materials below the required lowest floor elevation specified in the specific standards outlined in section 30-62.b 1, 2 and 3 should be of flood resistant materials.
- (5) Floodways. Located within areas of special flood hazard established in Section 30-4, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:
- a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local administrator.
 - b. If Section 30-62.b.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 30-62.
 - c. Stream crossings for any purpose (i.e. timber harvesting operations), shall

comply with all applicable flood hazard reduction provisions of Section 30-62.

- d. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Section 30-62.b.3 and the encroachment standards of Section 30-62.b.5 (a) are met.
- e. Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

(6) *Recreational Vehicles.*

- a. A recreational vehicle is ready for highway use if it is:
 - 1. on wheels or jacking system;
 - 2. attached to the site only by quick-disconnect type utilities and security devices; and,
 - 3. has no permanently attached additions.
- b. Recreational vehicles placed on sites shall be:
 - 1. on site for fewer than 180 consecutive days; and,
 - 2. be fully licensed and ready for highway use.
- c. Or, meet the development permit and certification requirements of Section 30-61.c

(7) *Map Maintenance Activities.* The National Flood Insurance Program requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Section 30-4 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

- a. Requirement to Submit New Technical Data

1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no later than six months of the date such information becomes available. These development proposals include; but not limited to:
 - i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - iv. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 30-62.b.13.
 2. It is the responsibility of the applicant to have technical data, required in accordance with Section 30-62.b.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
 3. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - i. Proposed floodway encroachments that increase the base flood elevation; and
 - ii. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
 4. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 30-62.b.7.
- b. *Right to Submit New Technical Data.* The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(8) Accessory Structures.

- a. A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 Wet Floodproofing Requirements or be elevated in accordance with Section 30-62.b.1 and b.4 or dry floodproofed in accordance with Section 30-62.b.2.
- b. When accessory structures of \$3,000 or less are to be placed in the floodplain, the following additional criteria shall be met:
 1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas).
 2. Accessory structures shall be designed to have low flood damage potential.
 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
 4. Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure.
 5. Service facilities such as electrical and heating equipment shall be installed in accordance with Section 30-62.a.5; and
 6. Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Section 30-62.b.4a

(9) Swimming Pool Utility Equipment Rooms. If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- a. Meet the requirements for accessory structures in Section 30-62.b.8
- b. The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
- c. A variance may be granted to allow wet floodproofing of the structure.

(10) Elevators.

- a. Install a float switch system or another system that provides the same level of safety is necessary for all elevators where there is a potential for the elevator cab

to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

- b. All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

(11) Fill. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Section 30-62.b.1 or b.2, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a. Fill may not be placed in the floodway unless it is in accordance with the requirements in Section 30-62.b.5a,
- b. Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits,
- c. Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain,
- d. Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer,
- e. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,
- f. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- g. Will meet the requirements of FEMA Technical Bulletin 10-01, Ensuring That Structures Built On Fill In Or Near Special Flood Hazard Areas Are Reasonable Safe From Flooding.

(12) Standards for Subdivision Proposals.

- a. All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;

- b. All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
 - c. All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and
 - d. The applicant shall meet the requirement to submit technical data to FEMA in Section 30-62.b.7. when a hydrologic and hydraulic analysis is completed that generates base flood elevations.
- (c) Standards for Streams without Established Base Flood Elevations and Floodways:
Located within the areas of special flood hazard (Zones A and AE) established in Section 30-4, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:
- (1) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
 - (2) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 - (3) If Section 30-62.c.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Section 30-62 and shall be elevated or floodproofed in accordance with elevations established in accordance with Section 30-61.c.11.
 - (4) Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
 - (5) When base flood elevation data is not available from a federal, State, or other source one of the following methods may be used by a licensed surveyor or engineer to determine a BFE. For further information regarding the methods for determining BFEs listed below refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*.

a. Contour Interpolation

1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
2. Add one-half of the contour interval of the topographic map that is used to the BFE.

b. Data Extrapolation. A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches.

c. Hydrologic and Hydraulic Calculations. Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software. These methods include, but are not limited to the following:

(d) Standards for Streams with Established Base Flood Elevations but without Floodways. Along rivers and streams where Base Flood Elevation (BFE) data is provided but neither floodway are identified for a Special Flood Hazard Area on the FIRM or in the FIS. The following provisions apply within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 30-63. Warning and disclaimer of liability. Variance Procedures for Flood plain Development

~~The degree of flood protection required by this chapter is based on scientific and engineering considerations. However, larger floods can and will occur on rare occasions. Therefore, this chapter shall not create liability on the part of the participating governments of by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made there under.~~

(a) Establishment of Appeal Board. The Construction Board of Adjustment and Appeals as established by Florence County shall hear and decide requests for variances from the requirements of Division 4 Flood Hazard District of the Florence County Zoning Ordinance.

- (b) Right to Appeal. Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.
- (c) Historic Structures. Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (d) Functionally Dependant Uses – Variances may be issued for development necessary for the conduct of a functionally dependant use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.
- (e) Agricultural Structures. Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, *Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program*, document number FIA-TB-7, dated 12/93, and available from the Federal Emergency Management Agency. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Section 30-63.h., and the following standards:
- (1) Use of the structure must be limited to agricultural purposes as listed below:
- a. pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
 - b. steel grain bins and steel frame corncribs,
 - c. general-purpose barns for the temporary feeding of livestock that are open on at least one side;
 - d. for livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Section 30-62.b.2 of this ordinance; and,
 - e. detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 600 square feet in area.
- (2) The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation;

- (3) the agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls;
- (4) the agricultural structure must meet the venting requirement of Section 30-62.b.4 of this ordinance;
- (5) any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE), plus any required freeboard, or be contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with section 30-62.a.5 of this ordinance;
- (6) the agricultural structure must comply with the floodway encroachment provisions of Section 30-62.b.5 of this ordinance; and,
- (7) major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.
- (f) Considerations. In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (1) the danger that materials may be swept onto other lands to the injury of others;
 - (2) the danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (3) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) the importance of the services provided by the proposed facility to the community;
 - (5) the necessity to the facility of a waterfront location, where applicable;
 - (6) the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (7) the compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain

management program for that area;

- (8) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site,
 - (9) the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges and,
 - (10) agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.
- (f) Findings. Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.
- (g) Floodways. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.
- (h) Conditions. Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:
- (1) Variances may not be issued when the variance will make the structure in violation of other federal, State, or local laws, regulations, or ordinances.
 - (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (4) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the

structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.

- (5) The local administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
- (6) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Section 30-61.d.5 of this ordinance.

Sec. 30-64. Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Florence County or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

Sec. 30-65. Reserved.

ARTICLE X. DEFINITIONS

Sec. 30-311. Definitions.

Words not defined herein shall have the meanings stated in the Standard Building Code, Standard Plumbing Code, Standard Gas Code, or Standard Fire Prevention Code. Words not defined in the Standard Codes shall have the meanings in Webster's Ninth New Collegiate Dictionary, as revised.

Words in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

The word "shall" is always mandatory.

The word "may" is permissive.

The word "lot" includes the word "plot" or "parcel."

The word "person" includes a firm, association, organization, partnership, trust company, or corporation, as well as an individual.

The word "used" or "occupied" as applied to any land or building shall be construed to imply that said land or building is in actual use or occupancy and shall be construed to include the words "intended," "arranged," or "designed to be used or occupied."

The word "map" or "zoning map" shall mean the Official Zoning Maps of Florence County.

The term "planning commission" refers to the Florence County Planning Commission as established by the Florence County Code of Ordinances, as amended.

The term "council" refers to the legally elected governing bodies of Florence County.

The term "council of jurisdiction" refers to the council with legal authority to act within a political jurisdiction.

The term "board of zoning appeals" refers to the Florence County Board of Zoning Appeals as established by the Florence County Code of Ordinances.

Other words and terms defined herein are as follows:

Abutting. Sharing a common border; physically touching.

Accessory Structure. (Appurtenant Structure) - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.
Addition (to an existing building). an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, only the addition(s) shall be considered a separate building and must comply with the standards of the ordinance at time of construction.

Addition (to an existing building)- an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

Agricultural structure. a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this ordinance.

Airport elevation. The established elevation of the highest point on the usable landing area.

Airport hazard. Any structure, tree, or use of land which obstructs the airspace required for, or is otherwise hazardous to the flight of aircraft in landing or taking off at the airport.

Airport reference point. The point established as the appropriate geographic center of the airport landing areas and so designated.

Appeal. a request for a review of the local administrator's interpretation of any provision of this ordinance.

Area of shallow flooding. A designated AO or VO zone shown on flood insurance rate maps (FIRM) with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard. The land in the flood plain subject to a one percent or greater chance of flooding in any given year.

Base flood. The flood having a one percent chance of being equaled or exceeded in any given year.

Basement. means any enclosed area of a building that is below grade on all sides.

Bed and breakfast inn. Any owner-occupied dwelling or portion thereof offering rooms and meals at breakfast to transient lodgers in return for compensation.

Buildable area. That portion of any lot which may be used or built upon in accordance with the regulations governing the zoning district within which the lot is located when the front, side and rear yard, open space, and applicable buffer area requirements have been met.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, animal shelters, pool houses, etc., when detached from the principal buildings, and carports attached to the principal building when at least 75 percent open or unenclosed.

Building, alteration. Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

Building, principal. A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

Canopy tree. A deciduous tree that forms the top layer of vegetation in a forest. Examples of such trees include oaks, hickories, maples, poplars, and others.

Certificate of occupancy. A document allowing the occupancy or use of a building or certifying that the structure or use has been constructed or will be used in compliance with all applicable provisions of this chapter and the building code.

Certificate of zoning compliance. A document certifying that a proposed use meets all requirements of this chapter.

Child day care services. Where permitted as an accessory use shall mean a home in which care is given by a family member and no others during the day only for one and not more than six children, including the day care parents' own children.

Club, private. An organization catering exclusively to members and their guests including buildings and grounds with commercial activities serving the membership only.

Cluster development. A development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

Color, fluorescent. Highly reflective color or colors with pigments that serve to intensify brightness. Colors which are considered exceptionally bright, reflective, neon, and/or luminescent. These include bright, yellow, bright orange, bright pink, and bright green.

Conditional use. A use of land or structure which is permitted in a district under conditions specified in the Zoning Ordinance.

Condominium. A unit in a multi-unit structure owned by an individual who has use of all common areas associated with that structure.

Critical Development. Development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails,

hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

Day care services. Day care services shall mean and include any home, center, agency, or place, however styled, where children, elderly, and other persons not related to the operator are received for custodial care, apart from their parents, whether for compensation, reward, or otherwise during part or all of the day or any number of successive days.

Density. The number of dwelling units per acre of land developed or used for residential purposes. Density requirements in this chapter are expressed in dwelling units per gross acre; that is, per acre of land devoted to residential use is based on the total land area within a development tract or subdivision, excluding nothing.

Developer. An individual, partnership, or corporation (or agent therefore) that undertakes the activities covered by these regulations.

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

DHEC. South Carolina Department of Health and Environmental Control.

Domestic animal shelter. A pen, shelter, or structure where no more than three dogs or small domestic animals, not to include horses, cows, goats, swine including pot bellied pigs, sheep, ponies, grazing animals, and fowl of any kind, are boarded and kept.

Drainage. The removal of surface water or groundwater from land by drains, grading, or other means.

Driveway. A paved or unpaved area used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility.

Dwelling. A building or portion of a building arranged or designed exclusively for human habitation.

Dwelling, apartment. (See "Dwelling, multi-unit").

Dwelling, detached. A single dwelling unit, surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, duplex. A building containing two dwelling units.

Dwelling, group occupied. A dwelling unit occupied by five or more individuals unrelated by blood, marriage, adoption, or guardianship living together as a single housekeeping unit.

Dwelling, mobile home. A single family dwelling that is wholly, or in substantial part, fabricated in an off-site manufacturing facility for installation or assembly at the building site, designed to be a permanent residence, and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards, June 15, 1976.

Dwelling, multi-family. A building containing five or more dwelling units.

Dwelling, patio house. A single-family detached or semi-detached dwelling unit. It is built on a small lot generally enclosed by walls which provide privacy. The term is synonymous with zero lot line dwellings.

Dwelling, quadraplex. A building containing four dwelling units.

Dwelling, residential designed manufactured home. A single-family dwelling built according to the Federal Manufactured Housing Construction and Safety Standards (Title 24, Code of Federal Regulations [CFR], Part 3280) HUD Code, which:

- a. Has a minimum width over 25 feet (multiple-section);
- b. Has a minimum of 1,100 square feet of enclosed living area;
- c. Has a minimum 2.0:12 roof pitch; and has a type of shingle commonly used in standard residential construction;
- d. Is covered with an exterior material customarily used on site built homes, including vinyl or aluminum lap siding, wood, masonite, or other materials similar to the exterior siding commonly used in standard residential construction;
- e. Has an entry landing that conforms to the minimum requirement of the current edition of the SC State Residential Building Code.

Dwelling, single-family. A building containing one dwelling unit.

Dwelling, standard designed manufactured home. A single family dwelling unit built according to the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code, which does not meet the definition of a "residential designed manufactured home."

Dwelling, townhouse. A series of attached single-family dwelling units on separate lots which may or may not have a common roof and are separated from each other by common vertical walls.

Dwelling, triplex. A single building containing three dwelling units.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, zero lot line. A zero lot line dwelling is a single family detached unit which instead of being centered on a lot, is placed against at least one of the side lot lines. The term is synonymous with patio homes.

Easement. A right-of-way granted to another party for specific limited use.

Elevated building. A non-basement building constructed to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, (post and piers), shear walls, parallel to the flow of water, ~~or breakaway walls.~~

Evergreen tree. A coniferous or deciduous tree that remains green throughout the year.

Executive Order 11988 (Floodplain Management). Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Existing construction. means, for the purposes of determining rates, structures for which the start of construction commenced before September 2, 1982.

Existing manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before ~~September 22, 1982~~ May 1, 1979.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

Family. One or more persons related by blood, marriage, adoption, or guardianship, and not more than four persons not so related, except that mentally and physically

handicapped persons for whom care is provided on a 24-hour basis shall be construed to be a family, in accord with the provisions of S.C. Code 1976, § 6-7-830.

Federal Manufactured Home Construction and Safety Standards. Regulations promulgated by the Department of Housing and Urban Development (HUD) governing the design and construction, strength and durability, transportability, fire resistance, energy efficiency, and quality of manufactured housing. These standards also set performance requirements for heating, plumbing, air conditions, thermal, and electrical systems.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood hazard boundary map (FHBM). An official map of a community issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard are defined as Zone A.

Flood insurance rate map (FIRM). An official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study. An official study provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodproofing. Means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Flood-resistant material. Any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor. The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include floor of a garage used solely for parking vehicles.

Floor area ratio. An intensity measure of land use derived at by dividing the total floor area of a building by the total site area.

Freeboard. a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use. a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Garage, private. (As defined by the Standard Building Code.)

Garage, public. (As defined by the Standard Building Code.)

Gross floor area (GFA). The sum of the floor area for each of a building's stories measured from the exterior limits of the faces of the structure, including basement floor area. It does not include unenclosed porches or any floor space in an accessory building or in the principal building which is designed for parking of motor vehicles.

Habitable dwelling. A dwelling meeting the minimum habitability requirements of this chapter, and other applicable regulations.

Hazard to air navigation. An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height. The vertical distance of a structure or vegetation.

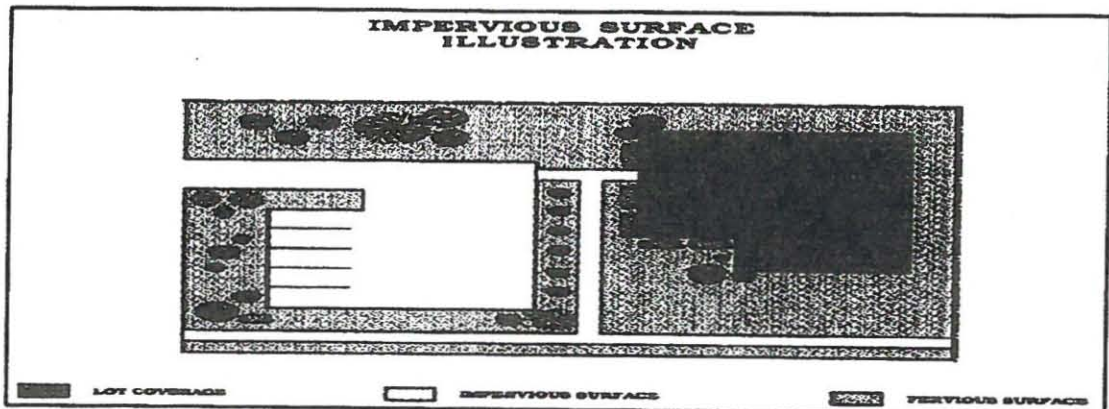
Highest adjacent grade. The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

Historic structure. Any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Home occupation. Any occupation within a dwelling, including a hobby and clearly incidental thereto, carried on by a member or members of the family residing on the premises.

Impervious surface. Impervious surfaces are those that do not absorb water. All buildings, paved parking areas, driveways, roads, sidewalks, and any areas in concrete or asphalt shall be considered impervious surfaces within this definition. In addition, other areas determined by the zoning administrator to be impervious within the meaning of this definition also will be classed as impervious surfaces.

Impervious surface ratio. The impervious surface ratio is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the total site area.



Impervious Surface

Improvement. Any man-made immovable item which becomes part of, placed upon, or is affixed to real estate.

Increased Cost of Compliance (ICC). applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

Instrument runway. A runway equipped or to be equipped with a precision electronic navigation aid or landing aid or other air navigation facilities suitable to permit the landing of aircraft by an instrument approach under restricted visibility conditions.

Junk or salvage. Any materials consisting of waste, discarded or salvage matter which is bought, sold, exchanged, stored, baled, packed or disassembled for profit, trade or hire, and shall include any vehicle damaged so as not to comply with state or federal safety regulations, incapable of self-propulsion or partially dismantled if retained on the premises for more than 72 hours whether for repair or not. The term junk shall also mean, but not be limited to old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire carcasses, rubber debris, old vehicle parts, non-working major appliances, and other old ferrous or non-ferrous material.

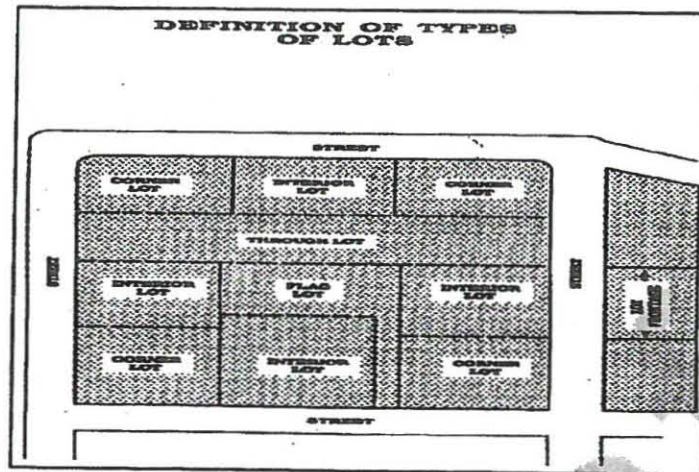
Junk or salvage yard. Any premises where salvage or junk as defined herein are found and have been permitted to remain with the consent of the owner, lessee, or person(s) responsible for maintenance of such premises.

Larger than utility runway. A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.

Limited storage. an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Section 30-62. (4) of this ordinance.

Lot. A piece of land considered as a unit whose boundaries are established by a recorded deed and, where existing, a recorded plat. The terms "lot", "lot of record".

"property" or "tract", whenever used in this chapter are interchangeable. In addition, a lot is not considered a separate piece of land until the property is legally separated from the parent parcel or tract by means of a recorded deed and is given a separate tax parcel number, as assigned by the Florence County Tax Assessor's Office.



Types of lots

Lot, corner. A lot located at the intersection of two or more streets.

Lot, through or double frontage. A lot which has frontage on more than one street.

Lot, interior. A lot, other than a corner lot, which has frontage on only one street other than an alley.

Lot, depth. The horizontal distance between front and rear lot lines.

Lot of record. A lot, the boundaries of which are filed as legal record.

Lot, width. The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

Lot area. The area contained within the boundary line of a lot.

Lot line. A line bounding a lot which divides one lot from another or from a street or any other public or private space.

Lowest Adjacent Grade (LAG). is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

Lowest Floor. The lowest floor of the lowest enclosed area (including basement). Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or manufactured home subdivision. A lot or a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale that include improvements and utilities for the long-term parking of three or more manufactured homes which may include services and facilities for the residents.

Manufactured home park space. A plot or ground within a manufactured home park designed for the accommodation of one unit.

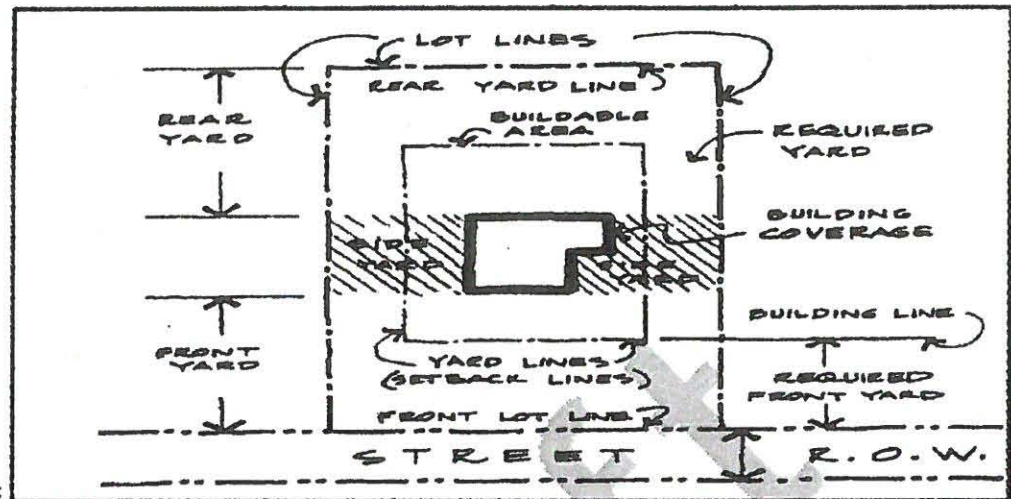
Mean Sea Level. means, for the purpose of this ordinance, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

Minimum required setback line. The line where the required yard and buildable area meet. More specifically:

Front yard setback line: The line where the front yard and buildable area of a lot meet.

Rear yard setback line: The line where the rear yard and buildable area of a lot meet.

Side yard setback line: The line where the side yard and buildable area of a lot meet.



12.6

Mini-warehouse. A building or group of buildings in a controlled-access and fenced compound that contains individual, compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or wares.

Mixed occupancy. Any building that is used for two or more occupancies classified by different occupancy use groups.

Modular building unit or modular structure. Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. When meeting the requirements of the Modular Building's Construction Act (23-43-10 of the S. C. Code of Laws), said building unit or structure may be located in any zoning district.

National Geodetic Vertical Datum (NGVD). as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

New construction. Structure for which the start of construction commenced on or after May 1, 1979. ~~(the effective date of the first floodplain management code, ordinance, or standard based upon specific technical base flood elevation data which establishes the area of special flood hazard) or (specific date).~~ The term also includes any subsequent improvements to such structure.

New manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after ~~September 22, 1982~~ May 1, 1979.

Nonconformity. A nonconformity is any lot of record, use, building, structure or vegetation in existence prior to the effective date of this chapter, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the chapter.

Non-residential use. A principal use of land for other than residential purposes, i.e. commercial, industrial, institutional.

North American Vertical Datum (NAVD). vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.

Nudity or state of nudity. Means (a) the appearance of human bare buttocks, anus, male genitals, female genitals, or the areola or nipple of the female breast; or (b) a state of dress which fails to opaquely and fully cover a human buttocks, anus, male genitals, female genitals, pubic region, or areola or nipple of the female breast.

Open space development. Residential developments that concentrate homes and buildings in specific areas on the site in order to allow the remaining land to be undisturbed and used for recreation, open space, wildlife corridors, and preservation of environmentally sensitive features.

Open space ratio. The open space ratio is a measure of the intensity of land use. It is arrived at by dividing the total amount of open space within the site by the total site area.

Parcel. A land area bounded by property lines that is recognized as such by the county assessor's office.

Park. A public facility open for recreation, with commercial activities for recreational uses only, open space and public gardens.

Precision instrument runway. A runway with an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR).

Premises. A lot, plot, or parcel of land including the buildings or structures thereon, under control by the same owner or operator together with all adjacent land.

Recreational vehicle. A vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-

propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repetitive Loss. a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

Riparian buffer. An area of trees, shrubs, and other vegetation that borders an existing watercourse, wetland, or other water body (including open stormwater conveyances), for the purpose of reducing contamination from surface water runoff.

Runway. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

Section 1316 of the National Flood insurance Act of 1968. The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

Sexually oriented business. For purposes of this chapter, sexually oriented business operations shall mean and include the following:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas".

Adult bookstore or adult video store means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual

representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or

- (2) Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities". A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as: one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas".

Adult cabaret means a nightclub, bar, restaurant or similar commercial establishment which regularly features:

- (1) Persons who appear in a state of nudity; or
- (2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or
- (3) Films, motion pictures, videocassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical areas".

Adult motel means a hotel, motel or similar commercial establishment which:

- (1) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult-type of photographic reproductions; or
- (2) Offers a sleeping room for rent for a period of time that is less than ten hours; or
- (3) Allows a tenant or occupant of a sleeping room to sublet the room for a period of time that is less than ten hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

Adult theater means a theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities".

Escort agency means a person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Massage parlor means any place where, for any form of consideration or gratuity, massage, alcohol rub, administration of fomentation, electric or magnetic treatments, or any other treatment manipulation of the human body which occurs as a part of or in connection with "specified sexual activities," or where any person providing such treatment, manipulation, or service related thereto, exposes his or her "specified anatomical areas." The definition of sexually oriented businesses shall not include the practice of massage in any licensed hospital, nor by a licensed hospital, nor by a licensed physician surgeon, massage therapist, chiropractor or osteopath, nor by any nurse or technician working under the supervision of a licensed physician, surgeon chiropractor or osteopath, nor by trainers for any amateur, semiprofessional, or professional athlete or athletic team or school athletic program.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

Sexual encounter center means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

- (1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
- (2) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

Sign. Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned or obsolete. A sign which identifies, describes, directs attention to, or gives directions for locating any business or establishment no longer in operation, or

advertises any product no longer marketed or any sign structure lacking sign faces for a period of 120 continuous days or more. Sign structures and boxes with faces that are blank or which advertise the availability of a property (for sale, for lease etc.) on vacant properties are not considered abandoned.

Sign, animated. Any sign that uses movement or change of lighting to depict action or creates a special effect or scene.

Sign, awning, canopy or marquee. A sign that is mounted or painted on or attached to an awning, canopy or marquee.

Sign, bench. A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Sign, building. Any sign attached to any part of a building.

Sign, changeable copy. A sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Sign, dangerous. A sign which is insecure or otherwise structurally unsound, has defective parts in the support, guys, and or anchors, or which is unable to meet the minimum safety requirements of the Building Code adopted by Florence County and any other applicable state codes or regulations.

Sign, dilapidated. A sign which has not been properly maintained, to include painting, lettering, replacement of broken faces or parts, repairing of electrical wiring and or lighting which is defective.

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

Sign, face. The area or display surface used for the message.

Sign, free-standing. Any nonmovable sign not affixed to a building.

Sign, identification. A sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

Sign, illegal. Permanent signs installed not in compliance with this ordinance or without a permit or which the permit has been revoked or expired shall be removed within 30 days of the attempted delivery of a certified letter from the Florence County Planning Department requiring removal.

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

Sign, off-premises. A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Sign, permanent. A sign attached to a building, structure or the ground in some manner and made of materials intended for more than short term use.

Sign, political. A temporary sign announcing or supporting political candidates or issues in connection with any national, state or local election.

Sign, portable. Sign or signs which are capable of being moved from one location to another for the purpose of advertisement or announcement for business or other purposes. The term "portable sign" includes, but is not limited to, signs mounted on trailers and signs mounted on frames placed on the surface of any lot which are not permanently attached to the ground.

Sign, projecting. A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building.

Sign, real estate Sign or signs indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

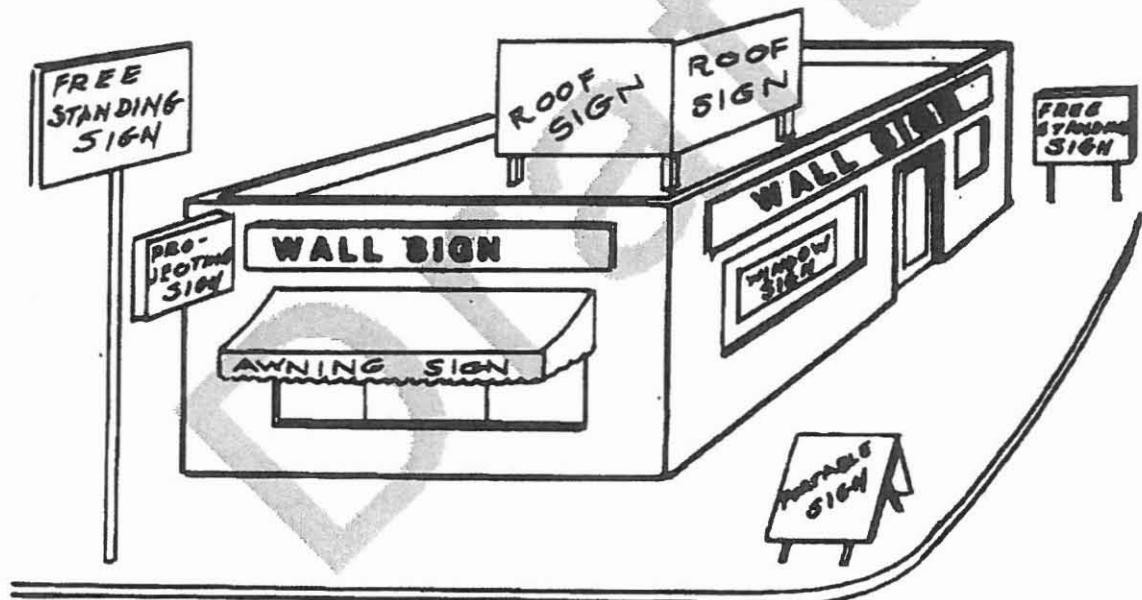
Sign, roof. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of building with a flat roof, the ridge line of a building with a gambrel, gable, or hip roof or the deck line of a building with a mansard roof. Signs mounted on the sloping section of a roof or the gable end of a roof shall be classified as a wall sign.

Sign, roof integral. A sign whose structure is integrated into the structure of the roof, and is an integral part thereof.

Sign, temporary. A sign that is used only for a short period of time and is not permanently mounted.

Sign, wall. Any sign attached to and within six inches of a wall, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Sign, window. A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.



SIGN TYPES

Sign Types

South Carolina Manufactured Housing Board. Is authorized by state statute to regulate the construction, repair, modification, installation, tie-down, hook-up, and sale of manufactured homes in South Carolina, which board has adopted for regulation of manufactured homes the Federal Manufactured Housing Construction and Safety Standards,

promulgated by HUD, and contained in the board's Manufactured Housing Regulations, May 26, 1990.

Special flood hazard area. See "area of special flood hazard."

Specified anatomical areas. The male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities. Means and includes any of the following:

- (1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
- (3) Masturbation, actual or simulated; or
- (4) Excretory functions as part of or in connection with any of the activities set forth in (1) through (3) above.

Start of construction. For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Street. Any thoroughfare (drive, avenue, boulevard) or space more than 18 feet in right-of-way width which has been dedicated, deeded or designated for vehicular traffic, public or private.

Street, major. Includes all state primary and federal aid highways and streets that serve to circulate traffic, having signals at important intersections, and stop signs on side streets and/or having controlled access and channelized intersections.

Street, minor. A street designed principally to collect traffic from subdivisions and provide access to abutting property.

Street, private. A street not dedicated for public use or maintenance.

Structure. a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground. Or (As defined by the Standard Building Code.)

Structural alteration. Any change in the supporting members of a building, such as the bearing walls, beams, or girders, or any change in the dimension or configuration of the roof or exterior walls.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds ~~50~~ 30 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. (3) Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision. where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 30 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

Travel trailer or recreational vehicle. A structure that (1) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle), and (2) is designed for temporary use as sleeping quarters, but that does

not satisfy one or more of the definitional criteria of a mobile or manufactured home or modular unit.

Understory tree. A small deciduous tree that forms the layer of vegetation under the canopy trees in a forest. Examples of such trees include dogwoods, sourwoods, fruit trees and others.

Use, accessory. See "building, accessory."

Use. The purpose or activity, for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.

Use, principal. The primary purpose for which land is used.

Utility runway. A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

Variance. A modification of the area regulations of this chapter, granted by the board of zoning appeals, where such modification will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in unnecessary and undue hardship, and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

Vegetation. Any object of natural growth.

Violation. The failure of a structure or other development to be fully compliant with these regulations.

Visual runway. A runway intended solely for the operation of aircraft using visual approach procedures.

Wetlands. Areas of .25 acre or more where standing water is retained for a portion of the year and unique vegetation has adapted to the area. Jurisdictional wetlands are those over which the U.S. Corps of Engineers has permitting jurisdiction.

Yard. An open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward except as may be specifically provided by this chapter.

Yard, front. A yard extending the full width of the front of a lot between the front (street) right-of-way line or property line and the front building line.

Yard, rear. A yard extending the full width of the lot in the area between the rear lot line and the rear building line.

Yard, required. That part of a yard between a lot line and the minimum required building setback line, within which no structure shall be located except as provided by this chapter.

Yard, side. A yard extending the full length of the lot in the area between the side lot line and a side building line.

Zoning district. A specifically delineated area or district within which regulations and requirements govern the use, placement, spacing and size of land and buildings.

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

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

| | | |
|------------------------------------|-----------------------------------|----------------------------------|
| Sponsor(s) | : Engineering Department | I, _____, |
| Planning Commission Consideration | : August 26, 2014 | Council Clerk, certify that this |
| Planning Commission Public Hearing | : August 26, 2014 | Ordinance was advertised for |
| Planning Commission Action | : August 26, 2014 [Approved: 6-0] | Public Hearing on _____. |
| First Reading/Introduction | : September 18, 2014 | |
| Committee Referral | : N/A | |
| County Council Public Hearing | : October 16, 2014 | |
| Second Reading | : October 16, 2014 | |
| Third Reading | : November 20, 2014 | |
| Effective Date | : Immediately | |

ORDINANCE NO. 06-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Article 1. Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of Flood Hazard Area Maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. – Definitions; And Other Matters Related Thereto.]

WHEREAS:

1. Chapter 30 – Zoning Ordinance was adopted into the Florence County Code of Ordinances on June 7, 2007; and
2. On June 16, 2014 FEMA completed a re-evaluation of the Flood hazards in Florence County; and
3. Failure to adopt the new maps and modify the current ordinance will result in Florence County's suspension from the National Flood Insurance Program (NFIP); and
4. The Florence County Code of Ordinances must be maintained as compliant with the Department of Homeland Security's Federal Emergency Management Agency requirements.

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

1. The Florence County Code, Chapter 30 - Zoning Ordinance, Article I. - Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of flood hazard area maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. – Definitions, is amended to read as follows:

Sec. 30-4. Adoption of flood hazard area maps.

Special flood hazard area maps have been prepared for Florence County and its incorporated areas by the Federal Emergency Management Agency in its Flood Insurance Study dated September 22, 1982. The accompanying maps and other supporting data are adopted by reference and declared to be part of the ordinance. The current special flood hazard maps that are adopted to use are dated December 16, 2014.

For all areas which come under the jurisdiction of Florence County, any special flood hazard areas identified by the Flood Insurance Study, dated December 16, 2014 for the

unincorporated area of Florence County, with accompanying maps and other data, are adopted by reference.

DIVISION 4. FH FLOOD HAZARD DISTRICT

Flood hazard districts include (1) flood plains, (2) areas of shallow flooding, (3) areas of special flood hazard, and (4) floodways. The development of these areas, where shown on flood hazard boundary maps, issued by the Federal Emergency Management Agency (FEMA) for Florence County, may not occur where alternative locations exist due to the inherent hazards and risks involved. Before a building permit is issued, the applicant shall demonstrate on the plan submitted with the zoning compliance application that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. Where there is no alternative to a location in a flood hazard district, proposed development shall be regulated by the following.

Sec. 30-61. General development standards.

Sec. 30-62. Specific development standards.

Sec. 30-63. Variance Procedures for Flood plain Development.

Sec. 30-64. Warning and disclaimer of liability.

30-65. Reserved.

Sec. 30-61. General development standards.

(a) *Development Permit:* Application for a development permit shall be made to the local administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

- (1) A plot plan that shows the 100-year floodplain contour, or a statement that the entire lot is within the floodplain, must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the Local Administrators of Section 30-61.c or the Standards for Subdivision Proposals of Section 30-62.b.13 and the Standards for streams without Estimated Base Flood Elevations and/or Floodways of Section 30-62.c. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local administrators of Section 30-61.c or the standards for

subdivision proposals of Section 30-62.b.13 in conjunction with the standards for streams without estimated base flood elevations and/or floodways of 30-62.c.

- (2) *Where base flood elevation data is provided* as set forth in Section 30-4 or the duties and responsibilities of the local administrators of Section 30-61.c, the application for a development permit within the flood hazard area shall show:
 - a. the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - b. if the structure will be floodproofed in accordance with the non-residential construction requirements of Section 30-62.b.2, the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- (3) *Where Base Flood Elevation Data Is Not Provided.* If no base flood elevation data is provided, as set forth in Section 30-4 or the duties and responsibilities of the local administrators of Section 30-61.c.11, then the provisions in the standards for streams without estimated base flood elevations and/or floodways of Section 30-62.c. must be met.
- (4) *Alteration of Watercourse:* Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation.

(b) *Certifications*

- (1) *Floodproofing Certification.* When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Section 30-62.b.2.
- (2) *Certification During Construction.* A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. Any work done prior to submission of the certification shall be at the permit holder's risk. The local administrator shall review the floor elevation survey data submitted. The permit

holder, immediately and prior to further progressive work being permitted to proceed, shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

- (3) *As-built Certification.* Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Section 30-61.b.1 and 2 that the development is built in accordance with the submitted plans and previous pre-development certifications.
- (c) *Duties and Responsibilities of the Local Administrator.* Duties of the local administrator shall include, but not be limited to:
- (1) *Permit Review.* Review all development permits to assure that the requirements of this ordinance have been satisfied.
 - (2) *Requirement of Federal and/or state permits.* Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
 - (3) *Watercourse alterations*
 - a. Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - b. In addition to the notifications required with watercourse alterations per Section 30-61.c.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
 - c. If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of actual construction.

- d. Within 60 days of completion of an alteration of a watercourse, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.
- (4) *Floodway encroachments.* Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 30-62.b.5 are met.
- (5) *Development Proposals.* Require development proposals for proposed developments prior to signing off on and CLOMRs or LOMRs.
- (6) *Adjoining Floodplains.* Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (7) *Notifying Adjacent Communities.* Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
- (8) *Certification requirements*
 - a. Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with Section 30-61.b.2 and 3.
 - b. Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Section 30-61.b.1.
 - c. When floodproofing is utilized for a non-residential structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Section 30-62.b.2.
- (9) *Map Interpretation.* Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (10) *Prevailing Authority.* Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Section 30-62.b.7.b.
- (11) *Use Of Best Available Data.* When base flood elevation data or floodway data has

not been provided in accordance with Section 30-4, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, State, or other sources, including data developed pursuant to the standards for subdivision proposals outlined in Section 30-62.b.13, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

- (12) *Special Flood hazard Area/topographic Boundaries Conflict.* When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.
- (13) *On-Site inspections.* Make on-site inspections of projects in accordance with the administrative procedures outlined in Section 30-61.d.
- (14) *Administrative Notices.* Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Section 30-61.d.4
- (15) *Records Maintenance.* Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- (16) *Annexations and Detachments.* Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas. The community must incorporate applicable maps from surrounding jurisdictions into this ordinance within 90 days of date of the annexation.
- (17) *Federally Funded Development.* The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (18) *Substantial Damage Determination.* Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 30 percent of the market value of the structure before the damage occurred.
- (19) *Substantial Improvement Determinations.* Perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals

or exceeds 30 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur. Methods of Market Value Determination. The market values shall be determined by one of the following methods:

- a. the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner; or,
- b. one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures.
- c. Real Estate purchase contract within 6 months prior to the date of the application for a permit.

(d) Administrative Procedures

- (1) *Inspections of Work in Progress:* As the work pursuant to a permit progresses, the local administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) *Stop-Work Orders:* Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (3) *Revocation of Permits:* The local administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations

made in securing the permit. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.

- (4) *Periodic Inspections:* The local administrator and each member of his inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) *Violations to be Corrected:* When the local administrator finds violations of applicable State and local laws, it shall be his duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.
- (6) *Actions in Event of Failure to Take Corrective Action:* If the owner of a building or property shall fail to take prompt corrective action, the administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:
 - a. the building or property is in violation of the Flood Damage Prevention Ordinance,
 - b. a hearing will be held before the local administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - c. following the hearing, the local administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
- (7) *Order to Take Corrective Action:* If, upon a hearing held pursuant to the notice prescribed above, the administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the administrator may prescribe; provided that where the administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
- (8) *Appeal:* Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) *Failure to Comply with Order:* If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails

to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

- (10) *Denial of Flood Insurance under the NFIP*: If a structure is declared in violation of this ordinance and the violation is not remedied then the local administrator shall notify the Federal Emergency Management Agency to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.
- (11) The following documents are incorporated by reference and may be used by the local administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:
 - a. All FEMA Technical Bulletins
 - b. All FEMA Floodplain Management Bulletins
 - c. FEMA 348 Protecting Building Utilities from Flood Damage

Sec. 30-62. Specific development standards.

- (a) *General Standards*. Development may not occur in the floodplain where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard the following provisions are required:
 - (1) *Anchoring*. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure,
 - (2) *Flood Resistant Materials and Equipment*. All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage,
 - (3) *Minimize Flood Damage*. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,
 - (4) *Critical Development*. shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,

- (5) *Utilities.* Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 1 ft. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building,
 - (6) *Water Supply Systems.* All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,
 - (7) *Sanitary Sewage Systems.* New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,
 - (8) *Gas Or Liquid Storage Tanks.* All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads,
 - (9) *Alteration, Repair, Reconstruction, Or Improvements.* Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures,
 - (10) *Non-Conforming Buildings or Uses.* Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,
 - (11) *American with Disabilities Act (ADA).* A building must meet the specific standards for floodplain construction outlined in Section 30-62.b, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.
- (b) *Specific Standards.* In all areas of special flood hazard (Zones A, AE,) where base flood elevation data has been provided, as set forth in section 30-4 or outlined in the Duties and Responsibilities of the Local Administrator Section 30-61.c. the following

provisions are required:

- (1) *Residential Construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 1 foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Section 30-62.b.4.
- (2) *Non-Residential Construction.* New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 1 foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Section 30-62.b.4. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the floodproofing certification requirements in Section 30-61.a.2.a. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Section 30-63.d of this ordinance. Agricultural structures not meeting the criteria of Section 30-63.d must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.
- (3) *Manufactured Homes.*
 - a. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than 1 foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- b. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the sight, reinforced piers or other foundation elements of at least equivalent strength shall support the chassis. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
 - c. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local administrator and the Florence County Emergency Management Department.
- (4) *Elevated Buildings*. New construction and substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.
- a. Designs for complying with this requirement must either be certified by a professional engineer or architect and meet the following minimum criteria:
 - 1. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
 - 2. The bottom of each opening must be no more than 1 foot above the higher of the interior or exterior grade immediately under the opening,
 - 3. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
 - 4. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - 5. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
 - b. *Hazardous Velocities*. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow

exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

c. *Enclosures Below Lowest Floor*

1. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
2. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled.
3. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Section 30-62.b.1, 2 and 3.
4. All construction materials below the required lowest floor elevation specified in the specific standards outlined in section 30-62.b 1, 2 and 3 should be of flood resistant materials.

(5) *Floodways*. Located within areas of special flood hazard established in Section 30-4, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

- a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local administrator.
- b. If Section 30-62.b.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 30-62.
- c. Stream crossings for any purpose (i.e. timber harvesting operations), shall comply with all applicable flood hazard reduction provisions of Section 30-62.
- d. No manufactured homes shall be permitted, except in an existing manufactured

home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Section 30-62.b.3 and the encroachment standards of Section 30-62.b.5 (a) are met.

- e. Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

(6) *Recreational Vehicles.*

- a. A recreational vehicle is ready for highway use if it is:
 - 1. on wheels or jacking system;
 - 2. attached to the site only by quick-disconnect type utilities and security devices; and,
 - 3. has no permanently attached additions.
- b. Recreational vehicles placed on sites shall be:
 - 1. on site for fewer than 180 consecutive days; and,
 - 2. be fully licensed and ready for highway use.
- a. Or, meet the development permit and certification requirements of Section 30-61.c

(7) *Map Maintenance Activities.* The National Flood Insurance Program requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Section 30-4 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

- a. Requirement to Submit New Technical Data
 - 1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no

later than six months of the date such information becomes available. These development proposals include; but not limited to:

- i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - iv. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 30-62.b.13.
2. It is the responsibility of the applicant to have technical data, required in accordance with Section 30-62.b.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
 3. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - i. Proposed floodway encroachments that increase the base flood elevation; and
 - ii. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
 4. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 30-62.b.7.
- b. *Right to Submit New Technical Data.* The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(8) *Accessory Structures.*

- a. A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 Wet Floodproofing Requirements or be elevated in accordance with Section 30-62.b.1 and b.4 or dry floodproofed in accordance with Section 30-62.b.2.
- b. When accessory structures of \$3,000 or less are to be placed in the floodplain, the following additional criteria shall be met:
 1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas),
 2. Accessory structures shall be designed to have low flood damage potential,
 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
 4. Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,
 5. Service facilities such as electrical and heating equipment shall be installed in accordance with Section 30-62.a.5; and
 6. Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Section 30-62.b.4a.

(9) *Swimming Pool Utility Equipment Rooms.* If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- a. Meet the requirements for accessory structures in Section 30-62.b.8
- b. The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
- c. A variance may be granted to allow wet floodproofing of the structure.

(10) *Elevators.*

- a. Install a float switch system or another system that provides the same level of safety is necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

- b. All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

(11) *Fill.* An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Section 30-62.b.1 or b.2, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a. Fill may not be placed in the floodway unless it is in accordance with the requirements in Section 30-62.b.5a.
- b. Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits.
- c. Fill must consist of soil and rock materials only. A registered, professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.
- d. Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.
- e. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion.
- f. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- g. Will meet the requirements of FEMA Technical Bulletin 10-01, Ensuring That Structures Built On Fill In Or Near Special Flood Hazard Areas Are Reasonably Safe From Flooding.

(12) *Standards for Subdivision Proposals.*

- a. All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.
- b. All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

- c. All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.
 - d. The applicant shall meet the requirement to submit technical data to FEMA in Section 30-62.b.7. when a hydrologic and hydraulic analysis is completed that generates base flood elevations.
- (c) *Standards for Streams without Established Base Flood Elevations and Floodways:* Located within the areas of special flood hazard (Zones A and AE) established in Section 30-4, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:
- (1) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
 - (2) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 - (3) If Section 30-62.c.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Section 30-62 and shall be elevated or floodproofed in accordance with elevations established in accordance with Section 30-61.c.11.
 - (4) Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
 - (5) When base flood elevation data is not available from a federal, State, or other source one of the following methods may be used by a licensed surveyor or engineer to determine a BFE. For further information regarding the methods for determining BFEs listed below refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*.
 - a. *Contour Interpolation*
 - 1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.

2. Add one-half of the contour interval of the topographic map that is used to the BFE.
- b. *Data Extrapolation.* A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches.
- c. *Hydrologic and Hydraulic Calculations.* Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software. These methods include, but are not limited to the following:
 - (d) *Standards for Streams with Established Base Flood Elevations but without Floodways.* Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.
 - (1) No encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 30-63. Variance Procedures for Flood plain Development

- (a) *Establishment of Appeal Board.* The Construction Board of Adjustment and Appeals as established by Florence County shall hear and decide requests for variances from the requirements of Division 4 Flood Hazard District of the Florence County Zoning Ordinance.
- (b) *Right to Appeal.* Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.
- (c) *Historic Structures.* Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (d) *Functionally Dependent Uses –* Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

(e) *Agricultural Structures.* Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, *Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program*, document number FIA-TB-7, dated 12/93, and available from the Federal Emergency Management Agency. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Section 30-63.h., and the following standards:

- (1) Use of the structure must be limited to agricultural purposes as listed below:
 - a. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment.
 - b. Steel grain bins and steel frame corncribs.
 - c. General-purpose barns for the temporary feeding of livestock that are open on at least one side.
 - d. For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Section 30-62.b.2 of this ordinance.
- (2) The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
- (3) The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
- (4) The agricultural structure must meet the venting requirement of Section 30-62.b.4 of this ordinance.
- (5) Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE), plus any required freeboard, or be contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with section 30-62.a.5 of this ordinance.
- (6) The agricultural structure must comply with the floodway encroachment provisions of Section 30-62.b.5 of this ordinance.

- (7) Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.
- (f) *Considerations.* In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
- (1) the danger that materials may be swept onto other lands to the injury of others;
 - (2) the danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (3) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) the importance of the services provided by the proposed facility to the community;
 - (5) the necessity to the facility of a waterfront location, where applicable;
 - (6) the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (7) the compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (8) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site,
 - (9) the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and,
 - (10) agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.
- (f) *Findings.* Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's

Office, must be taken into account and included in the permit file.

- (g) *Floodways.* Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.
- (h) *Conditions.* Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:
 - (1) Variances may not be issued when the variance will make the structure in violation of other federal, State, or local laws, regulations, or ordinances.
 - (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (4) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
 - (5) The local administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
 - (6) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Section 30-61.d.5 of this ordinance.

Sec. 30-64. Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or

flood damages. This ordinance shall not create liability on the part of Florence County or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

Sec. 30-65. Reserved.

ARTICLE X. DEFINITIONS

Sec. 30-311. Definitions.

Words not defined herein shall have the meanings stated in the Standard Building Code, Standard Plumbing Code, Standard Gas Code, or Standard Fire Prevention Code. Words not defined in the Standard Codes shall have the meanings in Webster's Ninth New Collegiate Dictionary, as revised.

Words in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

The word "shall" is always mandatory.

The word "may" is permissive.

The word "lot" includes the word "plot" or "parcel."

The word "person" includes a firm, association, organization, partnership, trust company, or corporation, as well as an individual.

The word "used" or "occupied" as applied to any land or building shall be construed to imply that said land or building is in actual use or occupancy and shall be construed to include the words "intended," "arranged," or "designed to be used or occupied."

The word "map" or "zoning map" shall mean the Official Zoning Maps of Florence County.

The term "planning commission" refers to the Florence County Planning Commission as established by the Florence County Code of Ordinances, as amended.

The term "council" refers to the legally elected governing body of Florence County.

The term "council of jurisdiction" refers to the council with legal authority to act within a political jurisdiction.

The term "board of zoning appeals" refers to the Florence County Board of Zoning Appeals as established by the Florence County Code of Ordinances.

Other words and terms defined herein are as follows:

Abutting. Sharing a common border; physically touching.

Accessory Structure. (Appurtenant Structure) - Structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds. *Addition (to an existing building).* an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, only the addition(s) shall be considered a separate building and must comply with the standards of the ordinance at time of construction.

Addition (to an existing building)- An extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not.

Agricultural structure. A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this ordinance.

Airport elevation. The established elevation of the highest point on the usable landing area.

Airport hazard. Any structure, tree, or use of land which obstructs the airspace required for, or is otherwise hazardous to the flight of aircraft in landing or taking off at the airport.

Airport reference point. The point established as the appropriate geographic center of the airport landing areas and so designated.

Appeal. A request for a review of the local administrator's interpretation of any provision of this ordinance.

Area of shallow flooding. A designated AO or VO zone shown on flood insurance rate maps (FIRM) with base flood depths of one to three feet, where a clearly defined

channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard. The land in the flood plain subject to a one percent or greater chance of flooding in any given year.

Base flood. The flood having a one percent chance of being equaled or exceeded in any given year.

Basement. Means any enclosed area of a building that is below grade on all sides.

Bed and breakfast inn. Any owner-occupied dwelling or portion thereof offering rooms and meals at breakfast to transient lodgers in return for compensation.

Buildable area. That portion of any lot which may be used or built upon in accordance with the regulations governing the zoning district within which the lot is located when the front, side and rear yard, open space, and applicable buffer area requirements have been met.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, animal shelters, pool houses, etc., when detached from the principal buildings, and carports attached to the principal building when at least 75 percent open or unenclosed.

Building, alteration. Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

Building, principal. A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

Canopy tree. A deciduous tree that forms the top layer of vegetation in a forest. Examples of such trees include oaks, hickories, maples, poplars, and others.

Certificate of occupancy. A document allowing the occupancy or use of a building or certifying that the structure or use has been constructed or will be used in compliance with all applicable provisions of this chapter and the building code.

Certificate of zoning compliance. A document certifying that a proposed use meets all requirements of this chapter.

Child day care services. Where permitted as an accessory use shall mean a home in which care is given by a family member and no others during the day only for one and not more than six children, including the day care parents' own children.

Club, private. An organization catering exclusively to members and their guests including buildings and grounds with commercial activities serving the membership only.

Cluster development. A development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

Color, fluorescent. Highly reflective color or colors with pigments that serve to intensify brightness. Colors which are considered exceptionally bright, reflective, neon, and/or luminescent. These include bright yellow, bright orange, bright pink, and bright green.

Conditional use. A use of land or structure which is permitted in a district under conditions specified in the Zoning Ordinance.

Condominium. A unit in a multi-unit structure owned by an individual who has use of all common areas associated with that structure.

Critical Development. Development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

Day care services. Day care services shall mean and include any home, center, agency, or place, however styled, where children, elderly, and other persons not related to the operator are received for custodial care, apart from their parents, whether for compensation, reward, or otherwise during part or all of the day or any number of successive days.

Density. The number of dwelling units per acre of land developed or used for residential purposes. Density requirements in this chapter are expressed in dwelling units per gross acre; that is, per acre of land devoted to residential use is based on the total land area within a development tract or subdivision, excluding nothing.

Developer. An individual, partnership, or corporation (or agent therefore) that undertakes the activities covered by these regulations.

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

DHEC. South Carolina Department of Health and Environmental Control.

Domestic animal shelter. A pen, shelter, or structure where no more than three dogs or small domestic animals, not to include horses, cows, goats, swine including potbellied pigs, sheep, ponies, grazing animals, and fowl of any kind, are boarded and kept.

Drainage. The removal of surface water or groundwater from land by drains, grading, or other means.

Driveway. A paved or unpaved area used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility.

Dwelling. A building or portion of a building arranged or designed exclusively for human habitation.

Dwelling, apartment. (See "Dwelling, multi-family").

Dwelling, detached. A single dwelling unit, surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, duplex. A building containing two dwelling units.

Dwelling, group occupied. A dwelling unit occupied by five or more individuals unrelated by blood, marriage, adoption, or guardianship living together as a single housekeeping unit.

Dwelling, mobile home. A single-family dwelling that is wholly, or in substantial part, fabricated in an off-site manufacturing facility for installation or assembly at the building site, designed to be a permanent residence, and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards, June 15, 1976.

Dwelling, multi-family. A building containing five or more dwelling units.

Dwelling, patio house. A single-family detached or semi-detached dwelling unit. It is built on a small lot generally enclosed by walls which provide privacy. The term is synonymous with zero lot line dwellings.

Dwelling, quadraplex. A building containing four dwelling units.

Dwelling, residential designed manufactured home. A single-family dwelling built according to the Federal Manufactured Housing Construction and Safety Standards (Title 24, Code of Federal Regulations [CFR], Part 3280) HUD Code, which:

- a. Has a minimum width over 25 feet (multiple-section);
- b. Has a minimum of 1,100 square feet of enclosed living area;
- c. Has a minimum 2.0:12 roof pitch; and has a type of shingle commonly used in standard residential construction;
- d. Is covered with an exterior material customarily used on site built homes, including vinyl or aluminum lap siding, wood, masonite, or other materials similar to the exterior siding commonly used in standard residential construction;
- e. Has an entry landing that conforms to the minimum requirement of the current edition of the SC State Residential Building Code.

Dwelling, single-family. A building containing one dwelling unit.

Dwelling, standard designed manufactured home. A single-family dwelling unit built according to the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code, which does not meet the definition of a "residential designed manufactured home."

Dwelling, townhouse. A series of attached single-family dwelling units on separate lots which may or may not have a common roof and are separated from each other by common vertical walls.

Dwelling, triplex. A single building containing three dwelling units.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, zero lot line. A zero lot line dwelling is a single-family detached unit which instead of being centered on a lot, is placed against at least one of the side lot lines. The term is synonymous with patio homes.

Easement. A right-of-way granted to another party for specific limited use.

Elevated building. A non-basement building constructed to have the lowest floor elevated above the ground level by means, solid foundation perimeter walls, pilings, columns, (post and piers), shear walls, parallel to the flow of water.

Evergreen tree. A coniferous or deciduous tree that remains green throughout the year.

Executive Order 11988 (Floodplain Management). Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Existing construction. Means, for the purposes of determining rates, structures for which the start of construction commenced before September 2, 1982.

Existing manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before May 1, 1979.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

Family. One or more persons related by blood, marriage, adoption, or guardianship, and not more than four persons not so related, except that mentally and physically handicapped persons for whom care is provided on a 24-hour basis shall be construed to be a family, in accord with the provisions of S.C. Code 1976, § 6-7-830.

Federal Manufactured Home Construction and Safety Standards. Regulations promulgated by the Department of Housing and Urban Development (HUD) governing the design and construction, strength and durability, transportability, fire resistance, energy efficiency, and quality of manufactured housing. These standards also set performance requirements for heating, plumbing, air conditions, thermal, and electrical systems.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood hazard boundary map (FHBM). An official map of a community issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard are defined as Zone A.

Flood insurance rate map (FIRM). An official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study. An official study provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodproofing. Means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Flood-resistant material. Any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor. The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include floor of a garage used solely for parking vehicles.

Floor area ratio. An intensity measure of land use derived at by dividing the total floor area of a building by the total site area.

Freeboard. A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for

a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Garage, private. (As defined by the Standard Building Code.)

Garage, public. (As defined by the Standard Building Code.)

Gross floor area (GFA). The sum of the floor area for each of a building's stories measured from the exterior limits of the faces of the structure, including basement floor area. It does not include unenclosed porches or any floor space in an accessory building or in the principal building which is designed for parking of motor vehicles.

Habitable dwelling. A dwelling meeting the minimum habitability requirements of this chapter, and other applicable regulations.

Hazard to air navigation. An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height. The vertical distance of a structure or vegetation.

Highest adjacent grade. The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

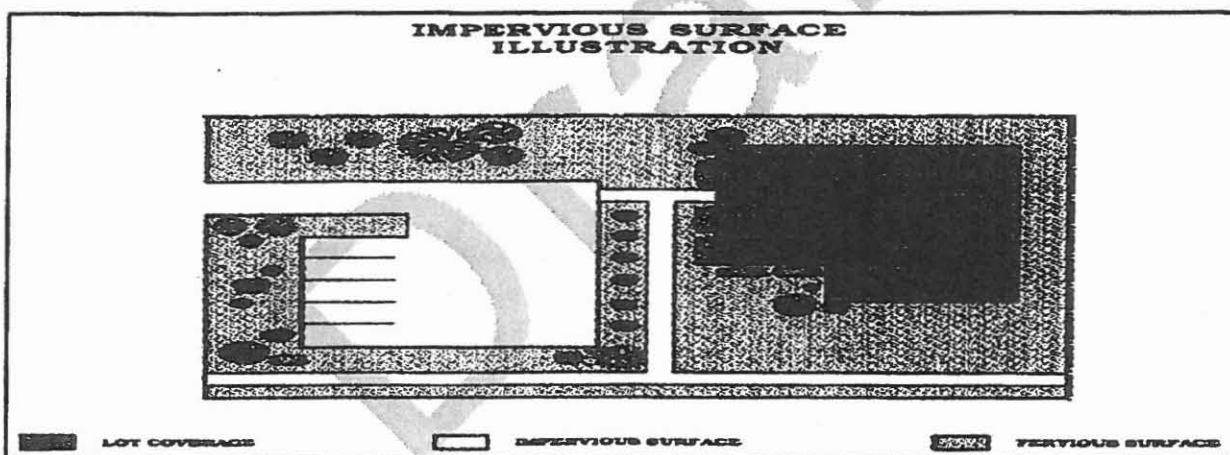
Historic structure. Any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet

NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Home occupation. Any occupation within a dwelling, including a hobby and clearly incidental thereto, carried on by a member or members of the family residing on the premises.

Impervious surface. Impervious surfaces are those that do not absorb water. All buildings, paved parking areas, driveways, roads, sidewalks, and any areas in concrete or asphalt shall be considered impervious surfaces within this definition. In addition, other areas determined by the zoning administrator to be impervious within the meaning of this definition also will be classed as impervious surfaces.

Impervious surface ratio. The impervious surface ratio is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the total site area.



Impervious Surface

Improvement. Any man-made immovable item which becomes part of, placed upon, or is affixed to real estate.

Increased Cost of Compliance (ICC). Applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost

to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

Instrument runway. A runway equipped or to be equipped with a precision electronic navigation aid or landing aid or other air navigation facilities suitable to permit the landing of aircraft by an instrument approach under restricted visibility conditions.

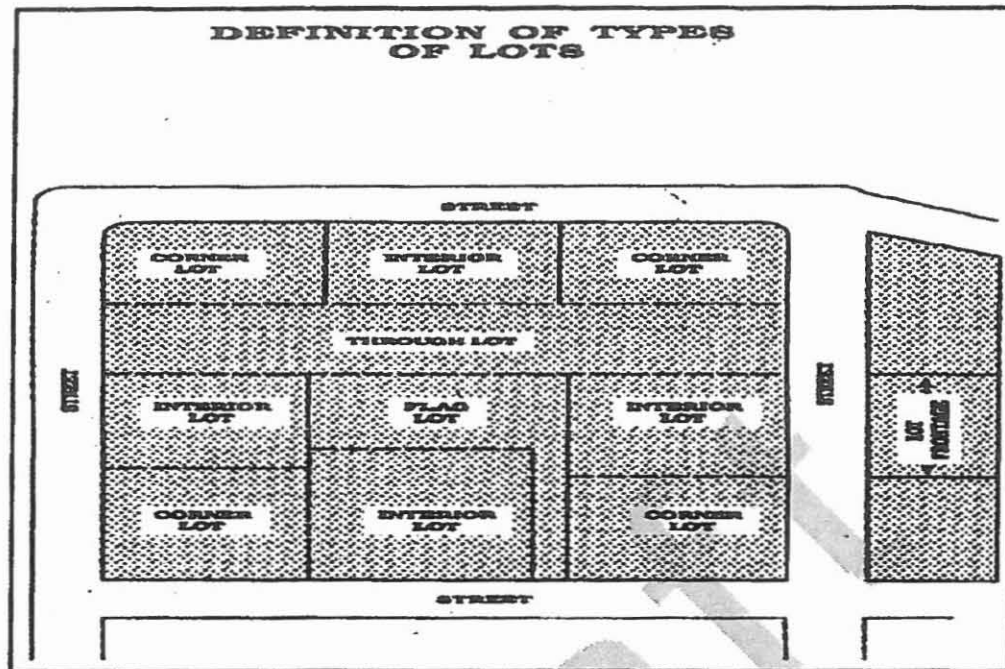
Junk or salvage. Any materials consisting of waste, discarded or salvage matter which is bought, sold, exchanged, stored, baled, packed or disassembled for profit, trade or hire, and shall include any vehicle damaged so as not to comply with state or federal safety regulations, incapable of self-propulsion or partially dismantled if retained on the premises for more than 72 hours whether for repair or not. The term junk shall also mean, but not be limited to old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire carcasses, rubber debris, old vehicle parts, non-working major appliances, and other old ferrous or non-ferrous material.

Junk or salvage yard. Any premises where salvage or junk as defined herein are found and have been permitted to remain with the consent of the owner, lessee, or person(s) responsible for maintenance of such premises.

Larger than utility runway. A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.

Limited storage. An area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Section 30-62. (4) of this ordinance.

Lot. A piece of land considered as a unit whose boundaries are established by a recorded deed and, where existing, a recorded plat. The terms "lot", "lot of record", "property" or "tract", whenever used in this chapter are interchangeable. In addition, a lot is not considered a separate piece of land until the property is legally separated from the parent parcel or tract by means of a recorded deed and is given a separate tax parcel number, as assigned by the Florence County Tax Assessor's Office.



Types of lots

Lot, corner. A lot located at the intersection of two or more streets.

Lot, through or double frontage. A lot which has frontage on more than one street.

Lot, interior. A lot, other than a corner lot, which has frontage on only one street other than an alley.

Lot, depth. The horizontal distance between front and rear lot lines.

Lot of record. A lot, the boundaries of which are filed as legal record.

Lot, width. The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

Lot area. The area contained within the boundary line of a lot.

Lot line. A line bounding a lot which divides one lot from another or from a street or any other public or private space.

Lowest Adjacent Grade (LAG). Is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

Lowest Floor. The lowest floor of the lowest enclosed area (including basement). Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or manufactured home subdivision. A lot or a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale that include improvements and utilities for the long-term parking of three or more manufactured homes which may include services and facilities for the residents.

Manufactured home park space. A plot or ground within a manufactured home park designed for the accommodation of one unit.

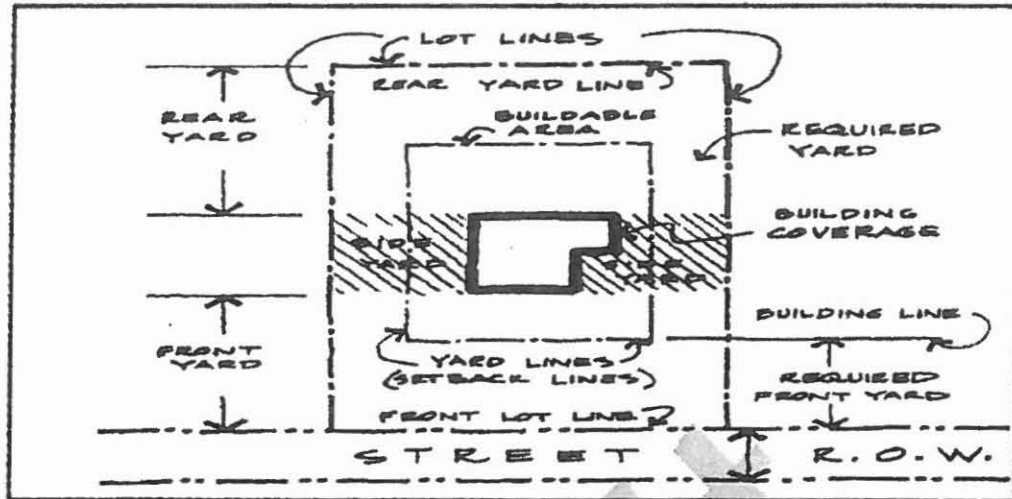
Mean Sea Level. Means, for the purpose of this ordinance, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

Minimum required setback line. The line where the required yard and buildable area meet. More specifically:

Front yard setback line: The line where the front yard and buildable area of a lot meet.

Rear yard setback line: The line where the rear yard and buildable area of a lot meet.

Side yard setback line: The line where the side yard and buildable area of a lot meet.



Mini-warehouse. A building or group of buildings in a controlled-access and fenced compound that contains individual, compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or wares.

Mixed occupancy. Any building that is used for two or more occupancies classified by different occupancy use groups.

Modular building unit or modular structure. Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. When meeting the requirements of the Modular Building's Construction Act (23-43-10 of the S. C. Code of Laws), said building unit or structure may be located in any zoning district.

National Geodetic Vertical Datum (NGVD). As corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

New construction. Structure for which the start of construction commenced on or after May 1, 1979. The term also includes any subsequent improvements to such structure.

New manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after May 1, 1979.

Nonconformity. A nonconformity is any lot of record, use, building, structure or vegetation in existence prior to the effective date of this chapter, but which fails, by reason

of such adoption, revision or amendment, to conform to the present requirements of the chapter.

Non-residential use. A principal use of land for other than residential purposes, i.e. commercial, industrial, institutional.

North American Vertical Datum (NAVD). Vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.

Nudity or state of nudity. Means (a) the appearance of human bare buttocks, anus, male genitals, female genitals, or the areola or nipple of the female breast; or (b) a state of dress which fails to opaquely and fully cover a human buttocks, anus, male genitals, female genitals, pubic region, or areola or nipple of the female breast.

Open space development. Residential developments that concentrate homes and buildings in specific areas on the site in order to allow the remaining land to be undisturbed and used for recreation, open space, wildlife corridors, and preservation of environmentally sensitive features.

Open space ratio. The open space ratio is a measure of the intensity of land use. It is arrived at by dividing the total amount of open space within the site by the total site area.

Parcel. A land area bounded by property lines that is recognized as such by the county assessor's office.

Park. A public facility open for recreation, with commercial activities for recreational uses only, open space and public gardens.

Precision instrument runway. A runway with an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR).

Premises. A lot, plot, or parcel of land including the buildings or structures thereon, under control by the same owner or operator together with all adjacent land.

Recreational vehicle. A vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repetitive Loss. A building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

Riparian buffer. An area of trees, shrubs, and other vegetation that borders an existing watercourse, wetland, or other water body (including open stormwater conveyances), for the purpose of reducing contamination from surface water runoff.

Runway. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

Section 1316 of the National Flood insurance Act of 1968. The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

Sexually oriented business. For purposes of this chapter, sexually oriented business operations shall mean and include the following:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas".

Adult bookstore or *adult video store* means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or
- (2) Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities". A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to

exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as: one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas".

Adult cabaret means a nightclub, bar, restaurant or similar commercial establishment which regularly features:

- (1) Persons who appear in a state of nudity; or
- (2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or
- (3) Films, motion pictures, videocassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical areas".

Adult motel means a hotel, motel or similar commercial establishment which:

- (1) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult-type of photographic reproductions; or
- (2) Offers a sleeping room for rent for a period of time that is less than ten hours; or
- (3) Allows a tenant or occupant of a sleeping room to sublet the room for a period of time that is less than ten hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

Adult theater means a theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities".

Escort agency means a person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Massage parlor means any place where, for any form of consideration or gratuity, massage, alcohol rub, administration of fomentation, electric or magnetic treatments, or any other treatment manipulation of the human body which occurs as a part of or in connection with "specified sexual activities," or where any person providing such treatment, manipulation, or service related thereto, exposes his or her "specified anatomical areas." The definition of sexually oriented businesses shall not include the practice of massage in any licensed hospital, nor by a licensed hospital, nor by a licensed physician surgeon, massage therapist, chiropractor or osteopath, nor by any nurse or technician working under the supervision of a licensed physician, surgeon chiropractor or osteopath, nor by trainers for any amateur, semiprofessional, or professional athlete or athletic team or school athletic program.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

Sexual encounter center means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

- (1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
- (2) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

Sign. Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned or obsolete. A sign which identifies, describes, directs attention to, or gives directions for locating any business or establishment no longer in operation, or advertises any product no longer marketed or any sign structure lacking sign faces for a period of 120 continuous days or more. Sign structures and boxes with faces that are blank or which advertise the availability of a property (for sale, for lease etc.) on vacant properties are not considered abandoned.

Sign, animated. Any sign that uses movement or change of lighting to depict action or creates a special effect or scene.

Sign, awning, canopy or marquee. A sign that is mounted or painted on or attached to an awning, canopy or marquee.

Sign, bench. A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Sign, building. Any sign attached to any part of a building.

Sign, changeable copy. A sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Sign, dangerous. A sign which is insecure or otherwise structurally unsound, has defective parts in the support, guys, and or anchors, or which is unable to meet the minimum safety requirements of the Building Code adopted by Florence County and any other applicable state codes or regulations.

Sign, dilapidated. A sign which has not been properly maintained, to include painting, lettering, replacement of broken faces or parts, repairing of electrical wiring and or lighting which is defective.

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

Sign, face. The area or display surface used for the message.

Sign, free-standing. Any nonmovable sign not affixed to a building.

Sign, identification. A sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

Sign, illegal. Permanent signs installed not in compliance with this ordinance or without a permit or which the permit has been revoked or expired shall be removed within

30 days of the attempted delivery of a certified letter from the Florence County Planning Department requiring removal.

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

Sign, off-premises. A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Sign, permanent. A sign attached to a building, structure or the ground in some manner and made of materials intended for more than short term use.

Sign, political. A temporary sign announcing or supporting political candidates or issues in connection with any national, state or local election.

Sign, portable. Sign or signs which are capable of being moved from one location to another for the purpose of advertisement or announcement for business or other purposes. The term "portable sign" includes, but is not limited to, signs mounted on trailers and signs mounted on frames placed on the surface of any lot which are not permanently attached to the ground.

Sign, projecting. A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building.

Sign, real estate. Sign or signs indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

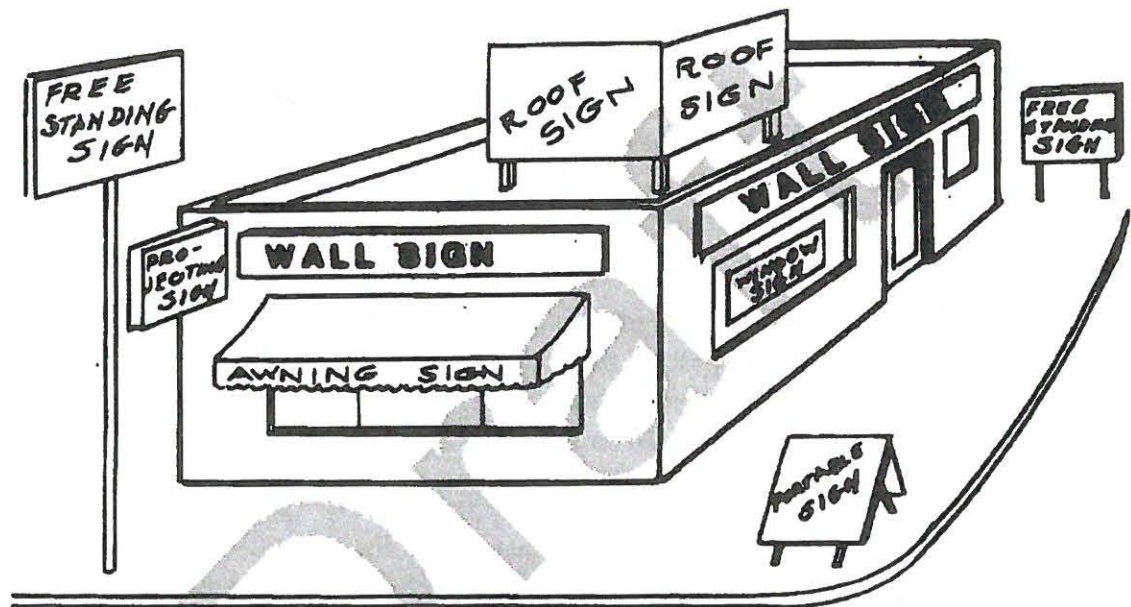
Sign, roof. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the ridge line of a building with a gambrel, gable, or hip roof or the deck line of a building with a mansard roof. Signs mounted on the sloping section of a roof or the gable end of a roof shall be classified as a wall sign.

Sign, roof integral. A sign whose structure is integrated into the structure of the roof, and is an integral part thereof.

Sign, temporary. A sign that is used only for a short period of time and is not permanently mounted.

Sign, wall. Any sign attached to and within six inches of a wall, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Sign, window. A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.



SIGN TYPES

South Carolina Manufactured Housing Board. Is authorized by state statute to regulate the construction, repair, modification, installation, tie-down, hook-up, and sale of manufactured homes in South Carolina, which board has adopted for regulation of manufactured homes the Federal Manufactured Housing Construction and Safety Standards, promulgated by HUD, and contained in the board's Manufactured Housing Regulations, May 26, 1990.

Special flood hazard area. See "area of special flood hazard."

Specified anatomical areas. The male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities. Means and includes any of the following:

- (1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
- (3) Masturbation, actual or simulated; or
- (4) Excretory functions as part of or in connection with any of the activities set forth in (1) through (3) above.

Start of construction. For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Street. Any thoroughfare (drive, avenue, boulevard) or space more than 18 feet in right-of-way width which has been dedicated, deeded or designated for vehicular traffic, public or private.

Street, major. Includes all state primary and federal aid highways and streets that serve to circulate traffic, having signals at important intersections, and stop signs on side streets and/or having controlled access and channelized intersections.

Street, minor. A street designed principally to collect traffic from subdivisions and provide access to abutting property.

Street, private. A street not dedicated for public use or maintenance.

Structure. a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground. Or (As defined by the Standard Building Code.)

Structural alteration. Any change in the supporting members of a building, such as the bearing walls, beams, or girders, or any change in the dimension or configuration of the roof or exterior walls.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 30 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure; or (3) Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision. Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 30 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

Travel trailer or recreational vehicle. A structure that (1) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle), and (2) is designed for temporary use as sleeping quarters, but that does not satisfy one or more of the definitional criteria of a mobile or manufactured home or modular unit.

Understory tree. A small deciduous tree that forms the layer of vegetation under the canopy trees in a forest. Examples of such trees include dogwoods, sourwoods, fruit trees and others.

Use, accessory. See "building, accessory."

Use. The purpose or activity for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.

Use, principal. The primary purpose for which land is used.

Utility runway. A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

Variance. A modification of the area regulations of this chapter, granted by the board of zoning appeals, where such modification will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in unnecessary and undue hardship, and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

Vegetation. Any object of natural growth.

Violation. The failure of a structure or other development to be fully compliant with these regulations.

Visual runway. A runway intended solely for the operation of aircraft using visual approach procedures.

Wetlands. Areas of .25 acre or more where standing water is retained for a portion of the year and unique vegetation has adapted to the area. Jurisdictional wetlands are those over which the U.S. Corps of Engineers has permitting jurisdiction.

Yard. An open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward except as may be specifically provided by this chapter.

Yard, front. A yard extending the full width of the front of a lot between the front (street) right-of-way line or property line and the front building line.

Yard, rear. A yard extending the full width of the lot in the area between the rear lot line and the rear building line.

Yard, required. That part of a yard between a lot line and the minimum required building setback line, within which no structure shall be located except as provided by this chapter.

Yard, side. A yard extending the full length of the lot in the area between the side lot line and a side building line.

Zoning district. A specifically delineated area or district within which regulations and requirements govern the use, placement, spacing and size of land and buildings.

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

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, August 26, 2014
PC#2014-05
ORDINANCE NO. 06-2014/15**

SUBJECT: Text amendment request to Florence County Code of Ordinances, Chapter 30 - Zoning Ordinance, Article I. - Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of flood hazard area maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. - Definitions.

APPLICANT: Florence County Planning & Building Department

STAFF ANALYSIS:

On December 16, 2004 the Department of Homeland Security's Federal Emergency Management agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood hazard Areas (SFHAs) in Florence County. On June 16, 2014 FEMA completed a re-evaluation of the Flood hazards in Florence County. Because of the Flood Insurance Study re-evaluation Florence County has to formally adopt the modified maps and update the current Floodplain Development Ordinance to meet the additional requirements imposed by FEMA. Failure to adopt the new maps and modify the current ordinance to meet these requirements by December 16, 2014 will result in Florence County's suspension from the National Flood Insurance Program (NFIP).

The Florence County Code, Chapter 30 - Zoning Ordinance, Article I. - Establishment, Purpose, Rules for the Interpretation of Zoning Districts, and Zoning Annexed Property, Sec. 30-4. - Adoption of flood hazard area maps, Article II. - Zoning District Regulations, Division 4. - FH Flood Hazard District, and Article X. - Definitions. The Text amendment shall read as follows:

Sec. 30-04. Adoption of flood hazard area maps.

Special flood hazard area maps have been prepared for Florence County and its incorporated areas by the Federal Emergency Management Agency in its Flood Insurance Study dated September 22, 1982. The accompanying maps and other supporting data are adopted by reference and declared to be part of the ordinance. The current special flood hazard maps that are adopted to use are dated December 16, 2004-2014.

For all areas which come under the jurisdiction of Florence County, any special flood hazard areas identified by the Flood Insurance Study, dated December 16, 2004 2014 for the unincorporated area of Florence County, with accompanying maps and other data, are adopted by reference.

Sec. 30-61. General development standards.

~~Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all development shall adhere to the following criteria;~~

- (1) ~~New construction or substantial improvements (shall) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydro-dynamic and hydrostatic loads, including the effects of buoyancy;~~
 - (2) ~~New construction and changes of existing structures below the minimum first floor elevation shall be constructed with materials and utility equipment resistant to flood damage;~~
 - (3) ~~New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;~~
 - (4) ~~All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;~~
 - (5) ~~Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;~~
 - (6) ~~New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;~~
 - (7) ~~New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;~~
 - (8) ~~On-site waste disposal systems shall be located and constructed to avoid impairment or contamination during flooding;~~
 - (9) ~~Any alteration, repair, reconstruction, or improvement to a structure which is not in compliance with the provisions of this chapter, shall be undertaken only if it is not considered a substantial improvement.~~
- (a) Development Permit: Application for a development permit shall be made to the local administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:
- (1) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency

Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the Local Administrators of Section 30-61.C or the Standards for Subdivision Proposals of Section 30-62.B.13 and the Standards for streams without Estimated Base Flood Elevations and/or Floodways of Section 30-62.C. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local administrators of Section 30-61.C or the standards for subdivision proposals of Section 30-62.B.13 and the standards for streams without estimated base flood elevations and/or floodways of 30-62.C.

(2) Where base flood elevation data is provided as set forth in Section 30-04 or the duties and responsibilities of the local administrators of Section 30-61.C the application for a development permit within the flood hazard area shall show:

- a. the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
- b. if the structure will be floodproofed in accordance with the Non-Residential Construction requirements of Section 30-61.B 2the elevation (in relation to mean sea level) to which the structure will be floodproofed.

(3) Where Base Flood Elevation Data Is Not Provided. If no base flood elevation data is provided as set forth in Section 30-04or the duties and responsibilities of the local administrators of Section 30-61.C.11, then the provisions in the standards for streams without estimated base flood elevations and/or floodways of Section 30-62.C. must be met.

(4) Alteration of Watercourse: Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood- carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation.

(b) Certifications

(1) Floodproofing Certification. When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Article IV.B.2.

- (2) Certification During Construction. A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.
- (3) As-built Certification. Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Section 30-61.B.1 and 2 that the development is built in accordance with the submitted plans and previous pre-development certifications.
- (c) Duties and Responsibilities of the Local Administrator. Duties of the local administrator shall include, but not be limited to:
- (1) Permit Review. Review all development permits to assure that the requirements of this ordinance have been satisfied.
- (2) Requirement of Federal and/or state permits. Advise permittee that additional federal or State permits may be required, and if specific federal or State permits are known, require that copies of such permits be provided and maintained on file with the development permit.
- (3) Watercourse alterations
- a. Notify adjacent communities and the South Carolina Department of Natural Resources, Land Resources and Conservation Districts Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- b. In addition to the notifications required watercourse alterations per Section 30-61.C.3a, written reports of maintenance records must be maintained to show that

maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.

- c. If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of actual construction.
- d. Within 60 days of completion of an alteration of a watercourse, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.

(4) Floodway encroachments. Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 30-62.B.5 are met.

(5) Development Proposals. Require development proposals for proposed developments prior to signing off on and CLOMRs or LOMRs.

(6) Adjoining Floodplains. Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

(7) Notifying Adjacent Communities. Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

(8) Certification requirements

- a. Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Section 30-61.B.2.
- b. Obtain the actual elevation (in relation to mean sea level) to which the new or

substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Section 30-61.B.1.

- c. When floodproofing is utilized for a non-residential structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Section 30-62.B.2.

- (9) Map Interpretation. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (10) Prevailing Authority. Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Section 30-62.B.7.b.
- (11) Use Of Best Available Data. When base flood elevation data or floodway data has not been provided in accordance with Section 30-04, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, State, or other source, including data developed pursuant to the standards for subdivision proposals outlined in Section 30-62.B.13, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
- (12) Special Flood hazard Area/topographic Boundaries Conflict. When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.
- (13) On-Site inspections. Make on-site inspections of projects in accordance with the administrative procedures outlined in Section 30-61.D.
- (14) Administrative Notices. Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Section 30-

61.D.4

- (15) Records Maintenance. Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- (16) Annexations and Detachments. Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas. The community must incorporate applicable maps from surrounding jurisdictions into this ordinance within 90 days of date of the annexation.
- (17) Federally Funded Development. The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (18) Substantial Damage Determination. Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 30 percent of the market value of the structure before the damage occurred.
- (19) Substantial Improvement Determinations. Perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 30 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur. Methods of Market Value Determination. The market values shall be determined by one of the following methods:
- a. the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner; or,
 - b. one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or

structures.

- c. Real Estate purchase contract within 12 months prior to the date of the application for a permit.

(d) Administrative Procedures

- (1) Inspections of Work in Progress: As the work pursuant to a permit progresses, the local administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Stop-Work Orders: Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (3) Revocation of Permits: The local administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (4) Periodic Inspections: The local administrator and each member of his inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) Violations to be Corrected: When the local administrator finds violations of applicable State and local laws, it shall be his duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.

- (6) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:
- a. the building or property is in violation of the Flood Damage Prevention Ordinance,
 - b. a hearing will be held before the local administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - c. following the hearing, the local administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
- (7) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the administrator may prescribe; provided that where the administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
- (8) Appeal: Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.
- (10) Denial of Flood Insurance under the NFIP: If a structure is declared in violation of this ordinance and the violation is not remedied then the local administrator shall notify the Federal Emergency Management Agency to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local administrator shall notify FEMA of the remedy and ask that the Section 1316 be

rescinded.

(11) The following documents are incorporated by reference and may be used by the local administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

a. All FEMA Technical Bulletins

b. All FEMA Floodplain Management Bulletins

c. FEMA 348 Protecting Building Utilities from Flood Damage

Sec. 30-62. Specific development standards.

~~In all areas of special flood hazard where base flood elevation data are available, the following shall be required:~~

~~(1) Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one foot above the base flood elevation. A pre-construction and post-construction flood elevation certificate shall be submitted. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, creating a fully enclosed area, said enclosed area shall:~~

~~a. Be designed to preclude permanent living space;~~

~~b. Be useable solely for parking vehicles, building access, or storage;~~

~~c. Include openings sufficient to facilitate unimpeded movement of flood waters and/or be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters.~~

~~Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:~~

~~a. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;~~

~~b. The bottom of all openings shall be no higher than one foot above grade;~~

~~c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;~~

~~d. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side.~~

(2) ~~Nonresidential construction. New construction or substantial improvements of any commercial, industrial, or non-residential structure shall have the lowest floor elevated no lower than one foot above the level of the base flood elevation. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic loads and the effect of buoyancy. A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Agricultural structures may be wet-floodproofed in accord with Technical Bulletin 7-93, Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program document number FIA-TB-7.~~

(3) ~~Temporary development. All applicants of a temporary use must submit to the zoning administrator, prior to the issuance of a development permit, a written plan for the removal of any temporary use or structure in the event of a hurricane or flash flood warning notification. The plan shall be reviewed and approved in writing, and must include the following information:~~

- ~~a. A specified time for which the temporary use will be permitted;~~
- ~~b. The name, address, and phone number of the individual responsible for the removal of said use;~~
- ~~c. The time frame prior to the event at which any structure will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);~~
- ~~d. A copy of a contract or other suitable instrument with a trucking company to insure the availability of removal equipment when needed;~~
- ~~e. Designation, accompanied by documentation, of a location outside the floodplain to which said temporary structure will be moved;~~
- ~~f. A plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.~~

(4) ~~Accessory structures. An accessory structure, the cost of which is greater than \$3,000.00, must comply with the elevated structure requirements of this section. When accessory structures of \$3,000.00 or less are to be placed in the floodplain, such structure shall:~~

- ~~a. Not be used for human habitation (including working, sleeping, living, cooking, or restroom areas); and~~
- ~~b. Be designed to have low flood damage potential, be constructed and placed on the building site so as to offer minimum resistance to floodwaters, and be firmly anchored to prevent flotation, collapse, or lateral movement.~~

(5) ~~Floodways. The following provisions shall apply within floodways:~~

- a. ~~No encroachments, including fill, new construction, substantial improvements, additions, or other developments shall be permitted unless it has been demonstrated through hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of a base flood.~~
 - b. ~~Where no such increase is certified, new construction and substantial improvements may be permitted in compliance with the requirements of this section.~~
- (6) ~~Standards for streams and/or floodways without established base flood elevations. Development contiguous to small streams where no base flood data have been provided or where no floodways have been identified shall adhere to the following:~~
 - a. ~~No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of base flood discharge.~~
 - b. ~~Where no such increase is certified, new construction and substantial improvements may be allowed within such areas provided all applicable provisions of this section are satisfied.~~
 - c. ~~If subsections a. and b. above have been satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of article II, division 3 and shall be elevated or flood proofed in accordance with the elevations established. In the absence of FEMA base flood elevation data and floodway data, obtain, review, and reasonably utilize other base flood elevation and other floodway data as a basis for elevating residential structures to or above the base flood level, and for flood proofing or elevating non-residential structures to or above the base flood level. Data from preliminary, draft and flood insurance studies constitutes best available data. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used. When base flood elevation data is not available from a federal, state or other source, the lowest floor shall be elevated at least three feet above the highest adjacent grade.~~
 - d. ~~Where base flood elevation data is utilized in Zone A from another source, the administrator will obtain and maintain records of the lowest floor and flood proofing elevation for new and substantially improved construction.~~
- (7) ~~Standards for subdivision proposals.~~
 - a. ~~All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage. An~~

~~access road at or above the base flood elevation shall be provided to allow emergency access during flood conditions;~~

~~b. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards;~~

~~c. Base flood elevation data shall be provided for subdivision proposals and other proposed developments greater than the lesser of five lots or five acres.~~

~~(8) Standards for areas of shallow flooding (AO zones). Development within areas subject to shallow flooding in zone A and AO require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures and shall adhere to the general and specific development standards of this section.~~

~~(9) Recreational vehicles. In A or AE zones, all recreational vehicles to be placed on a site must (a) be elevated and anchored to meet requirements of section 30-61 and 30-62; or (b) be on site for less than 180 consecutive days; or (c) be fully licensed and highway ready. A recreational vehicle is ready for highway use if it is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.~~

~~(10) Manufactured homes.~~

~~a. Manufactured homes that are placed or substantially improved within Zones A or AE, which meet one of the following location criteria, are to be elevated such that the lowest floor is to or above (one foot) above the base flood elevation and be securely anchored: (a) outside a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; (d) on site in an existing park which a manufactured home has incurred substantial damage as a result of a flood.~~

~~b. Where manufactured homes are not subject to section 30-62(10)a, the manufactured home will: (a) be elevated so the lowest floor of the manufactured home is at or above (1 foot) above the base flood elevation; (b) when no base flood elevation is established the manufactured home chassis is to be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.~~

(a) General Standards. Development may not occur in the floodplain where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard the following provisions are required:

(1) Anchoring. All new construction and substantial improvements shall be anchored to

prevent flotation, collapse, or lateral movement of the structure.

- (2) Flood Resistant Materials and Equipment. All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage.
- (3) Minimize Flood Damage. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) Critical Development. shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data.
- (5) Utilities. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus 1 ft. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building.
- (6) Water Supply Systems. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) Sanitary Sewage Systems. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Gas Or Liquid Storage Tanks. All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (9) Alteration, Repair, Reconstruction, Or Improvements. Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.

(10) Non-Conforming Buildings or Uses. Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

(11) American with Disabilities Act (ADA). A building must meet the specific standards for floodplain construction outlined in Section 30-62.B, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

(b) Specific Standards. In all areas of special flood hazard (Zones A, AE,) where base flood elevation data has been provided, as set forth in section 30-04 or outlined in the Duties and Responsibilities of the Local Administrator Section 30-61.C. the following provisions are required:

(1) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 1 foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Section 30-62 B.4.

(2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than 1 foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Section 30-62 B.4. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the floodproofing certification

requirements in Section 30-61A.2.a. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Section 30-63.D of this ordinance. Agricultural structures not meeting the criteria of Section 30-63.D must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

(3) *Manufactured Homes.*

- a. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than 1 foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- b. Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Section 30-62.B.1 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower 1 foot than above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
- c. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 19-425.39 of the *South Carolina Manufactured Housing Board Regulations*, effective date May 25, 1990, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the sight, reinforced piers or other foundation elements of at least equivalent strength shall support the chassis. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- d. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local administrator and the Florence County Emergency Management Department.

(4) Elevated Buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect and meet the following minimum criteria:

1. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
2. The bottom of all openings shall be no higher than one foot above grade.
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions; and,
4. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

b. Hazardous Velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

c. Enclosures below BFE.

1. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
2. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled.

3. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Section 30-62.B.1, 2 and 3.
 4. All construction materials below the required lowest floor elevation specified in the specific standards outlined in section 30-62.B 1, 2 and 3 should be of flood resistant materials.
- (5) Floodways. Located within areas of special flood hazard established in Section 30-4, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:
- a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local administrator.
 - b. If Section 30-62.B.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 30-62.
 - c. Stream crossings for any purpose (i.e. timber harvesting operations), if temporary, shall be permitted in accordance with floodway requirements of Section 30-62.B.5 and the temporary development provisions of Section 30-62.B.11. Otherwise, the development shall comply with all applicable flood hazard reduction provisions of Section 30-62.
 - d. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Section 30-62 B.3 are met.
 - e. Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-

impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

(6) Recreational Vehicles.

a. A recreational vehicle is ready for highway use if it is:

1. on wheels or jacking system;
2. attached to the site only by quick-disconnect type utilities and security devices; and,
3. has no permanently attached additions.

b. Recreational vehicles placed on sites shall either be:

1. on site for fewer than 180 consecutive days; and,
2. be fully licensed and ready for highway use, or meet the development permit and certification requirements of Section 30-61.A, general standards outlined in Section 30-62.A, and manufacture homes standards in Section 30-62.B.3.

(7) Map Maintenance Activities. The National Flood Insurance Program requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Section 30-4 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

a. Requirement to Submit New Technical Data

1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
 - i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

- ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - iv. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 30-62.B.12.d.
-
- 2. It is the responsibility of the applicant to have technical data, required in accordance with Section 30-62.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
 - 3. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - 4. Proposed floodway encroachments that increase the base flood elevation; and
 - 5. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
 - 6. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 30-62 B.7.
 - 7. Conditional Letter of Map revisions (CLOMR) and/or Letters of Map Revision (LOMR) must go through the variance process outlined in Section 30-63.
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- b. Right to Submit New Technical Data. The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(8) Accessory Structures.

- a. A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 Wet Floodproofing Requirements or be elevated in accordance with Section 30-62.B.1 and B.4 or dry floodproofed in accordance with Section 30-62.B.2.
 - b. When accessory structures of \$3,000 or less are to be placed in the floodplain, the following additional criteria shall be met:
 - 1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas).
 - 2. Accessory structures shall be designed to have low flood damage potential.
 - 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
 - 4. Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure.
 - 5. Service facilities such as electrical and heating equipment shall be installed in accordance with Section 30-62.A.5; and
 - 6. Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Section 30-62.B.4a
- (9) Swimming Pool Utility Equipment Rooms. If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:
- a. Meet the requirements for accessory structures in Section 30-62.B.8
 - b. The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
 - c. A variance may be granted to allow wet floodproofing of the structure.

(10) Elevators.

- a. Install a float switch system or another system that provides the same level of safety is necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
- b. All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

(11) Temporary Development. Certain types of structures (e.g. fruit stands, construction site offices, portable toilets, etc.) may be situated temporarily on flood-prone property without having to comply with the elevation or floodproofing criteria of Section 30-62.B.1 and Section 30-62 B.2, respectively, provided that the following criteria are met:

- a. All applicants must submit to the local administrator, prior to the issuance of the development permit, a written plan for the removal of any temporary structures or development in the event of a hurricane or flash flood warning notification. The plan shall be reviewed and approved in writing, and must include the following information:
 1. a specified time period for which the temporary use will be permitted,
 2. the name, address and phone number of the individual responsible for the removal of temporary structures or development;
 3. the time frame prior to the event at which any structures will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 4. a copy of the contract or other suitable instrument with a trucking company to insure the availability of removal equipment when needed,
 5. designation, accompanied by documentation, of a location outside the floodplain to which any temporary structure will be moved;
 6. a determination of permanent structures which would be adversely affected by

increased flooding upstream or downstream, and a method for covering this liability, such as a performance bond; and,

7. a plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.

b. The structure is mobile, or can be made so, and is capable of being removed from the site with a maximum of four (4) hours warning.

c. The structure will not remain on the property for more than 180 days.

(12) Fill. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Section 30-62.B.1 or B.2, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

a. Fill may not be placed in the floodway unless it is in accordance with the requirements in Section 30-62.B.5a.

b. Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits.

c. Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.

d. Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.

e. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,

f. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.

g. Will meet the requirements of FEMA Technical Bulletin 10-01, Ensuring That Structures Built On Fill In Or Near Special Flood Hazard Areas Are Reasonable Safe From

Flooding.

(13) Standards for Subdivision Proposals.

- a. All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
 - b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
 - c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
 - d. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
 - e. If the areas of special flood hazard is identified as an area of open space and is deeded as such then a hydrologic and hydraulic engineering analysis that generates base flood elevations for the subdivision proposal would not be required.
 - f. The applicant shall meet the requirement to submit technical data to FEMA in Section 30-62.B.7. when a hydrologic and hydraulic analysis is completed that generates base flood elevations.
- (c) Standards for Streams without Established Base Flood Elevations and/or Floodways: Located within the areas of special flood hazard (Zones A and V) established in Section 30-4, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:
- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- (2) If Section 30-62.C.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Section 30-62 and shall be elevated or floodproofed in accordance with elevations established in accordance with Section 30-61.11.
- (3) Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
- (4) When base flood elevation data is not available from a federal, State, or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining BFEs listed below refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*.

a. Contour Interpolation

1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
2. Add one-half of the contour interval of the topographic map that is used to the BFE.

b. Data Extrapolation. A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches.

c. Hydrologic and Hydraulic Calculations. Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software. These methods include, but are not limited to the following:

1. HEC-RAS 3.1.1 and up
2. HEC-1 4.0.1 and up
3. HEC-2 4.6.2
4. HEC-HMS 1.1 and up
5. FLO-2D

6. QUICK-2

7. SFD

8. WSPRO

(d) Standards for Streams with Established Base Flood Elevations but without Floodways. Along rivers and streams where Base Flood Elevation (BFE) data is provided but neither floodway are identified for a Special Flood Hazard Area on the FIRM or in the FIS. The following provisions apply within such areas:

(1) No encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 30-63. ~~Warning and disclaimer of liability.~~ Variance Procedures for Flood plain Development

(a) Establishment of Appeal Board. The Construction Board of Adjustment and Appeals as established by Florence County shall hear and decide requests for variances from the requirements of Division 4 Flood Hazard District of the Florence County Zoning Ordinance.

(b) Right to Appeal. Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.

(c) Historic Structures. Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(d) Agricultural Structures. Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, *Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program*, document number FIA-TB-7, dated 12/93, and available from the Federal Emergency Management Agency. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V.H, this section, and the following standards:

(1) Use of the structure must be limited to agricultural purposes as listed below:

- a. pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
 - b. steel grain bins and steel frame corncribs,
 - c. general-purpose barns for the temporary feeding of livestock that are open on at least one side;
 - d. for livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Section 30-62.B.2 of this ordinance; and,
 - e. detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 400 square feet in area.
- (2) The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation;
- (3) the agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls;
- (4) the agricultural structure must meet the venting requirement of Section 30-62.B.4 of this ordinance;
- (5) any mechanical, electrical, or other utility equipment must be located above the base flood elevation so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with section 30-62.A.5 of this ordinance;
- (6) the agricultural structure must comply with the floodway encroachment provisions of Section 30-62.B.5 of this ordinance; and,

(7) major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain in accordance with the temporary development provisions of Section 30-62.B.11.

(e) Considerations. In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

- (1) the danger that materials may be swept onto other lands to the injury of others;
- (2) the danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- (3) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) the importance of the services provided by the proposed facility to the community;
- (5) the necessity to the facility of a waterfront location, where applicable;
- (6) the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (7) the compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (8) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site,
- (9) the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges and,
- (10) agricultural structures must be located in wide, expansive floodplain areas, where no other

alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

(f) Findings. Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

(g) Floodways. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

(h) Conditions. Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

(1) Variances may not be issued when the variance will make the structure in violation of other federal, State, or local laws, regulations, or ordinances.

(2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(4) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.

(5) The local administrator shall maintain the records of all appeal actions and report any

variances to the Federal Emergency Management Agency upon request.

- (6) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Section 30-61.D.5 of this ordinance.

Sec. 30-64. Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the participating governments or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

Sec. 30-311. Definitions.

Words not defined herein shall have the meanings stated in the Standard Building Code, Standard Plumbing Code, Standard Gas Code, or Standard Fire Prevention Code. Words not defined in the Standard Codes shall have the meanings in Webster's Ninth New Collegiate Dictionary, as revised.

Words in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

The word "shall" is always mandatory.

The word "may" is permissive.

The word "lot" includes the word "plot" or "parcel."

The word "person" includes a firm, association, organization, partnership, trust company, or corporation, as well as an individual.

The word "used" or "occupied" as applied to any land or building shall be construed to imply that said land or building is in actual use or occupancy and shall be construed to include the words "intended," "arranged," or "designed to be used or occupied."

The word "map" or "zoning map" shall mean the Official Zoning Maps of Florence County.

The term "planning commission" refers to the Florence County Planning Commission as established by the Florence County Code of Ordinances, as amended.

The term "council" refers to the legally elected governing bodies of Florence County.

The term "council of jurisdiction" refers to the council with legal authority to act within a political jurisdiction.

The term "board of zoning appeals" refers to the Florence County Board of Zoning Appeals as established by the Florence County Code of Ordinances.

Other words and terms defined herein are as follows:

Abutting. Sharing a common border; physically touching.

Accessory Structure. structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building). an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, only the addition(s) shall be considered a separate building and must comply with the standards of the ordinance at time of construction.

Agricultural structure. a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this ordinance.

Airport elevation. The established elevation of the highest point on the usable landing area.

Airport hazard. Any structure, tree, or use of land which obstructs the airspace required for, or is otherwise hazardous to the flight of aircraft in landing or taking off at the airport.

Airport reference point. The point established as the appropriate geographic center of the airport landing areas and so designated.

Appeal. a request for a review of the local administrator's interpretation of any provision of this ordinance.

Area of shallow flooding. A designated AO or VO zone shown on flood insurance rate maps (FIRM) with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard. The land in the flood plain subject to a one percent or greater chance of flooding in any given year.

Base flood. The flood having a one percent chance of being equaled or exceeded in any given year.

Basement. means any enclosed area of a building that is below grade on all sides.

Bed and breakfast inn. Any owner-occupied dwelling or portion thereof offering rooms and meals at breakfast to transient lodgers in return for compensation.

Buildable area. That portion of any lot which may be used or built upon in accordance with the regulations governing the zoning district within which the lot is located when the front, side and rear yard, open space, and applicable buffer area requirements have been met.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, animal shelters, pool houses, etc., when detached from the principal buildings, and carports attached to the principal building when at least 75 percent open or unenclosed.

Building, alteration. Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

Building, principal. A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

Canopy tree. A deciduous tree that forms the top layer of vegetation in a forest. Examples of such trees include oaks, hickories, maples, poplars, and others.

Certificate of occupancy. A document allowing the occupancy or use of a building or certifying that the structure or use has been constructed or will be used in compliance with all applicable provisions of this chapter and the building code.

Certificate of zoning compliance. A document certifying that a proposed use meets all requirements of this chapter.

Child day care services. Where permitted as an accessory use shall mean a home in which care is given by a family member and no others during the day only for one and not more than six children, including the day care parents' own children.

Club, private. An organization catering exclusively to members and their guests including buildings and grounds with commercial activities serving the membership only.

Cluster development. A development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

Color, fluorescent. Highly reflective color or colors with pigments that serve to intensify brightness. Colors which are considered exceptionally bright, reflective, neon, and/or luminescent. These include bright, yellow, bright orange, bright pink, and bright green.

Conditional use. A use of land or structure which is permitted in a district under conditions specified in the Zoning Ordinance.

Condominium. A unit in a multi-unit structure owned by an individual who has use of all common areas associated with that structure.

Critical Development. Development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

Day care services. Day care services shall mean and include any home, center, agency, or place, however styled, where children, elderly, and other persons not related to the operator are received for custodial care, apart from their parents, whether for compensation, reward, or otherwise during part or all of the day or any number of successive days.

Density. The number of dwelling units per acre of land developed or used for residential purposes. Density requirements in this chapter are expressed in dwelling units per gross acre; that is, per acre of land devoted to residential use is based on the total land area within a development tract or subdivision, excluding nothing.

Developer. An individual, partnership, or corporation (or agent therefore) that undertakes the activities covered by these regulations.

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

DHEC. South Carolina Department of Health and Environmental Control.

Domestic animal shelter. A pen, shelter, or structure where no more than three dogs or small domestic animals, not to include horses, cows, goats, swine including pot bellied pigs, sheep, ponies, grazing animals, and fowl of any kind, are boarded and kept.

Drainage. The removal of surface water or groundwater from land by drains, grading, or other means.

Driveway. A paved or unpaved area used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility.

Dwelling. A building or portion of a building arranged or designed exclusively for human habitation.

Dwelling, apartment. (See "Dwelling, multi-unit").

Dwelling, detached. A single dwelling unit, surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, duplex. A building containing two dwelling units.

Dwelling, group occupied. A dwelling unit occupied by five or more individuals unrelated by blood, marriage, adoption, or guardianship living together as a single housekeeping unit.

Dwelling, mobile home. A single family dwelling that is wholly, or in substantial part, fabricated in an off-site manufacturing facility for installation or assembly at the building site, designed to be a permanent residence, and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards, June 15, 1976.

Dwelling, multi-family. A building containing five or more dwelling units.

Dwelling, patio house. A single-family detached or semi-detached dwelling unit. It is built on a small lot generally enclosed by walls which provide privacy. The term is synonymous with zero lot line dwellings.

Dwelling, quadraplex. A building containing four dwelling units.

Dwelling, residential designed manufactured home. A single-family dwelling built according to the Federal Manufactured Housing Construction and Safety Standards (Title 24, Code of Federal Regulations [CFR], Part 3280) HUD Code, which:

- a. Has a minimum width over 25 feet (multiple-section);
- b. Has a minimum of 1,100 square feet of enclosed living area;
- c. Has a minimum 2.0:12 roof pitch; and has a type of shingle commonly used in standard residential construction;
- d. Is covered with an exterior material customarily used on site built homes, including vinyl or aluminum lap siding, wood, masonite, or other materials similar to the exterior siding commonly used in standard residential construction;

- e. Has an entry landing that conforms to the minimum requirement of the current edition of the SC State Residential Building Code.

Dwelling, single-family. A building containing one dwelling unit.

Dwelling, standard designed manufactured home. A single family dwelling unit built according to the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code, which does not meet the definition of a "residential designed manufactured home."

Dwelling, townhouse. A series of attached single-family dwelling units on separate lots which may or may not have a common roof and are separated from each other by common vertical walls.

Dwelling, triplex. A single building containing three dwelling units.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, zero lot line. A zero lot line dwelling is a single family detached unit which instead of being centered on a lot, is placed against at least one of the side lot lines. The term is synonymous with patio homes.

Easement. A right-of-way granted to another party for specific limited use.

Elevated building. A non-basement building constructed to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, (post and piers), shear walls, or breakaway walls.

Evergreen tree. A coniferous or deciduous tree that remains green throughout the year.

Executive Order 11988 (Floodplain Management). Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Existing construction. means, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date.

Existing manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before September 22, 1982.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

Family. One or more persons related by blood, marriage, adoption, or guardianship, and not more than four persons not so related, except that mentally and physically handicapped persons for whom care is provided on a 24-hour basis shall be construed to be a family, in accord with the provisions of S.C. Code 1976, § 6-7-830.

Federal Manufactured Home Construction and Safety Standards. Regulations promulgated by the Department of Housing and Urban Development (HUD) governing the design and construction, strength and durability, transportability, fire resistance, energy efficiency, and quality of manufactured housing. These standards also set performance requirements for heating, plumbing, air conditions, thermal, and electrical systems.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas.

Flood hazard boundary map (FHBM). An official map issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard are defined.

Flood insurance rate map (FIRM). An official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones.

Flood insurance study. An official study provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodproofing. Means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Flood-resistant material. Any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2-93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number

FIA-TB-2, dated 4/93, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor. The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include floor of a garage used solely for parking vehicles.

Floor area ratio. An intensity measure of land use derived at by dividing the total floor area of a building by the total site area.

Freeboard. a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent facility. a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Garage, private. (As defined by the Standard Building Code.)

Garage, public. (As defined by the Standard Building Code.)

Gross floor area (GFA). The sum of the floor area for each of a building's stories measured from the exterior limits of the faces of the structure, including basement floor area. It does not include unenclosed porches or any floor space in an accessory building or in the principal building which is designed for parking of motor vehicles.

Habitable dwelling. A dwelling meeting the minimum habitability requirements of this chapter, and other applicable regulations.

Hazard to air navigation. An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height. The vertical distance of a structure or vegetation.

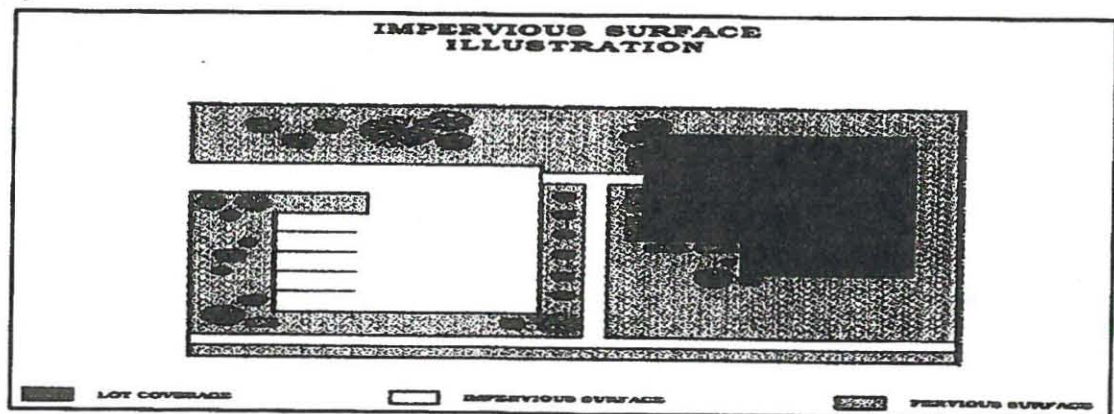
Highest adjacent grade. The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

Historic structure. Any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Home occupation. Any occupation within a dwelling, including a hobby and clearly incidental thereto, carried on by a member or members of the family residing on the premises.

Impervious surface. Impervious surfaces are those that do not absorb water. All buildings, paved parking areas, driveways, roads, sidewalks, and any areas in concrete or asphalt shall be considered impervious surfaces within this definition. In addition, other areas determined by the zoning administrator to be impervious within the meaning of this definition also will be classed as impervious surfaces.

Impervious surface ratio. The impervious surface ratio is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the total site area.



Impervious Surface

Improvement. Any man-made immovable item which becomes part of, placed upon, or is affixed to real estate.

Increased Cost of Compliance (ICC). applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

Instrument runway. A runway equipped or to be equipped with a precision electronic navigation aid or landing aid or other air navigation facilities suitable to permit the landing of aircraft by an instrument approach under restricted visibility conditions.

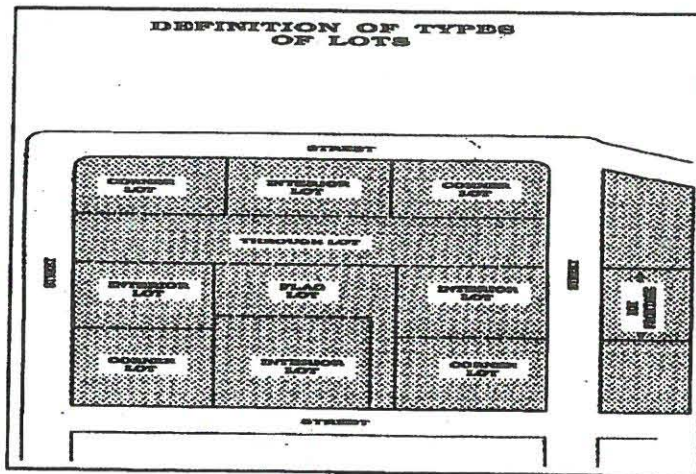
Junk or salvage. Any materials consisting of waste, discarded or salvage matter which is bought, sold, exchanged, stored, baled, packed or disassembled for profit, trade or hire, and shall include any vehicle damaged so as not to comply with state or federal safety regulations, incapable of self-propulsion or partially dismantled if retained on the premises for more than 72 hours whether for repair or not. The term junk shall also mean, but not be limited to old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire carcasses, rubber debris, old vehicle parts, non-working major appliances, and other old ferrous or non-ferrous material.

Junk or salvage yard. Any premises where salvage or junk as defined herein are found and have been permitted to remain with the consent of the owner, lessee, or person(s) responsible for maintenance of such premises.

Larger than utility runway. A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.

Limited storage. an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV.F of this ordinance.

Lot. A piece of land considered as a unit whose boundaries are established by a recorded deed and, where existing, a recorded plat. The terms "lot", "lot of record", "property" or "tract", whenever used in this chapter are interchangeable. In addition, a lot is not considered a separate piece of land until the property is legally separated from the parent parcel or tract by means of a recorded deed and is given a separate tax parcel number, as assigned by the Florence County Tax Assessor's Office.



Types of lots

Lot, corner. A lot located at the intersection of two or more streets.

Lot, through or double frontage. A lot which has frontage on more than one street.

Lot, interior. A lot, other than a corner lot, which has frontage on only one street other than an alley.

Lot, depth. The horizontal distance between front and rear lot lines.

Lot of record. A lot, the boundaries of which are filed as legal record.

Lot, width. The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

Lot area. The area contained within the boundary line of a lot.

Lot line. A line bounding a lot which divides one lot from another or from a street or any other public or private space.

Lowest Adjacent Grade (LAG). is an elevation of the lowest ground surface that touches any of the exterior walls of a building or proposed building walls.

Lowest Floor. The lowest floor of the lowest enclosed area. Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or manufactured home subdivision. A lot or a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale that include improvements and utilities for the long-term parking of three or more manufactured homes which may include services and facilities for the residents.

Manufactured home park space. A plot or ground within a manufactured home park designed for the accommodation of one unit.

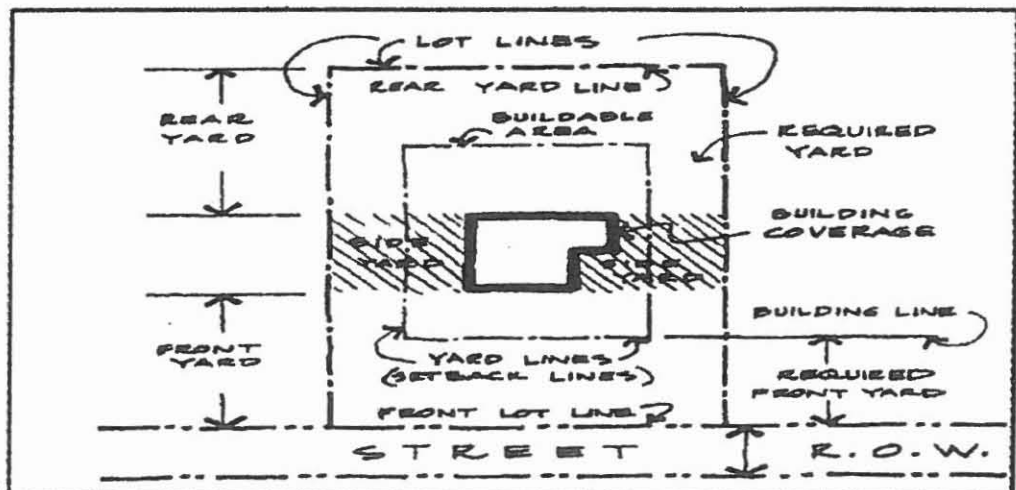
Mean Sea Level. the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Minimum required setback line. The line where the required yard and buildable area meet. More specifically:

Front yard setback line: The line where the front yard and buildable area of a lot meet.

Rear yard setback line: The line where the rear yard and buildable area of a lot meet.

Side yard setback line: The line where the side yard and buildable area of a lot meet.



Mini-warehouse. A building or group of buildings in a controlled-access and fenced compound that contains individual, compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or wares.

Mixed occupancy. Any building that is used for two or more occupancies classified by different occupancy use groups.

Modular building unit or modular structure. Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. When meeting the requirements of the Modular Building's Construction Act (23-43-10 of the S. C. Code of Laws), said building unit or structure may be located in any zoning district.

National Geodetic Vertical Datum (NGVD). as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

New construction. Structure for which the start of construction commenced after (the effective date of the first floodplain management code, ordinance, or standard based upon specific technical base flood elevation data which establishes the area of special flood hazard) or (specific date). The term also includes any subsequent improvements to such structure.

New manufactured home park or manufactured home subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after September 22, 1982.

Nonconformity. A nonconformity is any lot of record, use, building, structure or vegetation in existence prior to the effective date of this chapter, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the chapter.

Non-residential use. A principal use of land for other than residential purposes, i.e. commercial, industrial, institutional.

North American Vertical Datum (NAVD). datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on Flood Insurance Rate Maps should be used for Elevation Certificate and floodproofing certificate completion.

Nudity or state of nudity. Means (a) the appearance of human bare buttocks, anus, male genitals, female genitals, or the areola or nipple of the female breast; or (b) a state of dress which fails to opaquely and fully cover a human buttocks, anus, male genitals, female genitals, pubic region, or areola or nipple of the female breast.

Open space development. Residential developments that concentrate homes and buildings in specific areas on the site in order to allow the remaining land to be undisturbed and used for recreation, open space, wildlife corridors, and preservation of environmentally sensitive features.

Open space ratio. The open space ratio is a measure of the intensity of land use. It is arrived at by dividing the total amount of open space within the site by the total site area.

Parcel. A land area bounded by property lines that is recognized as such by the county assessor's office.

Park. A public facility open for recreation, with commercial activities for recreational uses only, open space and public gardens.

Precision instrument runway. A runway with an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR).

Premises. A lot, plot, or parcel of land including the buildings or structures thereon, under control by the same owner or operator together with all adjacent land.

Recreational vehicle. A vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repetitive Loss. a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

Riparian buffer. An area of trees, shrubs, and other vegetation that borders an existing watercourse, wetland, or other water body (including open stormwater conveyances), for the purpose of reducing contamination from surface water runoff.

Runway. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

Section 1316 of the National Flood insurance Act of 1968. The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency

Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

Sexually oriented business. For purposes of this chapter, sexually oriented business operations shall mean and include the following:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas".

Adult bookstore or adult video store means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or
- (2) Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities". A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as: one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas".

Adult cabaret means a nightclub, bar, restaurant or similar commercial establishment which regularly features:

- (1) Persons who appear in a state of nudity; or
- (2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or
- (3) Films, motion pictures, videocassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical areas".

Adult motel means a hotel, motel or similar commercial establishment which:

- (1) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult-type of photographic reproductions; or
- (2) Offers a sleeping room for rent for a period of time that is less than ten hours; or
- (3) Allows a tenant or occupant of a sleeping room to sublet the room for a period of time that is less than ten hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

Adult theater means a theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities".

Escort agency means a person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Massage parlor means any place where, for any form of consideration or gratuity, massage, alcohol rub, administration of fomentation, electric or magnetic treatments, or any other treatment manipulation of the human body which occurs as a part of or in connection with "specified sexual activities," or where any person providing such treatment, manipulation, or service related thereto, exposes his or her "specified anatomical areas." The definition of sexually oriented businesses shall not include the practice of massage in any licensed hospital, nor by a licensed hospital, nor by a licensed physician surgeon, massage therapist, chiropractor or osteopath, nor by any nurse or technician working under the supervision of a licensed physician, surgeon, chiropractor or osteopath, nor by trainers for any amateur, semiprofessional, or professional athlete or athletic team or school athletic program.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

Sexual encounter center means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

- (1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
- (2) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

Sign. Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned or obsolete. A sign which identifies, describes, directs attention to, or gives directions for locating any business or establishment no longer in operation, or advertises any product no longer marketed or any sign structure lacking sign faces for a period of 120 continuous days or more. Sign structures and boxes with faces that are blank or which advertise the availability of a property (for sale, for lease etc.) on vacant properties are not considered abandoned.

Sign, animated. Any sign that uses movement or change of lighting to depict action or creates a special effect or scene.

Sign, awning, canopy or marquee. A sign that is mounted or painted on or attached to an awning, canopy or marquee.

Sign, bench. A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Sign, building. Any sign attached to any part of a building.

Sign, changeable copy. A sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Sign, dangerous. A sign which is insecure or otherwise structurally unsound, has defective parts in the support, guys, and or anchors, or which is unable to meet the minimum safety requirements of the Building Code adopted by Florence County and any other applicable state codes or regulations.

Sign, dilapidated. A sign which has not been properly maintained, to include painting, lettering, replacement of broken faces or parts, repairing of electrical wiring and or lighting which is defective.

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

Sign, face. The area or display surface used for the message.

Sign, free-standing. Any nonmovable sign not affixed to a building.

Sign, identification. A sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

Sign, illegal. Permanent signs installed not in compliance with this ordinance or without a permit or which the permit has been revoked or expired shall be removed within 30 days of the attempted delivery of a certified letter from the Florence County Planning Department requiring removal.

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

Sign, off-premises. A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Sign, permanent. A sign attached to a building, structure or the ground in some manner and made of materials intended for more than short term use.

Sign, political. A temporary sign announcing or supporting political candidates or issues in connection with any national, state or local election.

Sign, portable. Sign or signs which are capable of being moved from one location to another for the purpose of advertisement or announcement for business or other purposes. The term "portable sign" includes, but is not limited to, signs mounted on trailers and signs mounted on frames placed on the surface of any lot which are not permanently attached to the ground.

Sign, projecting. A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building.

Sign, real estate Sign or signs indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

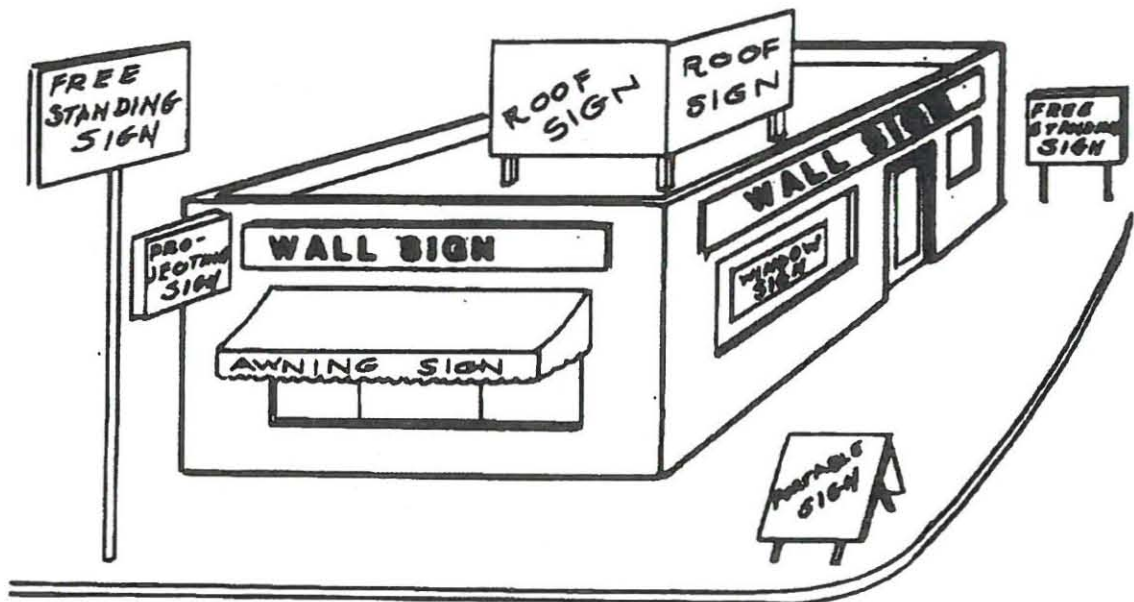
Sign, roof. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of building with a flat roof, the ridge line of a building with a gambrel, gable, or hip roof or the deck line of a building with a mansard roof. Signs mounted on the sloping section of a roof or the gable end of a roof shall be classified as a wall sign.

Sign, roof integral. A sign whose structure is integrated into the structure of the roof, and is an integral part thereof.

Sign, temporary. A sign that is used only for a short period of time and is not permanently mounted.

Sign, wall. Any sign attached to and within six inches of a wall, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Sign, window. A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.



SIGN TYPES

Sign Types

South Carolina Manufactured Housing Board. Is authorized by state statute to regulate the construction, repair, modification, installation, tie-down, hook-up, and sale of manufactured homes in South Carolina, which board has adopted for regulation of manufactured homes the Federal Manufactured Housing Construction and Safety Standards, promulgated by HUD, and contained in the board's Manufactured Housing Regulations, May 26, 1990.

Special flood hazard area. See "area of special flood hazard."

Specified anatomical areas. The male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities. Means and includes any of the following:

- (1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
- (3) Masturbation, actual or simulated; or
- (4) Excretory functions as part of or in connection with any of the activities set forth in (1) through (3) above.

Start of construction. For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Street. Any thoroughfare (drive, avenue, boulevard) or space more than 18 feet in right-of-way width which has been dedicated, deeded or designated for vehicular traffic, public or private.

Street, major. Includes all state primary and federal aid highways and streets that serve to circulate traffic, having signals at important intersections, and stop signs on side streets and/or having controlled access and channelized intersections.

Street, minor. A street designed principally to collect traffic from subdivisions and provide access to abutting property.

Street, private. A street not dedicated for public use or maintenance.

Structure. (As defined by the Standard Building Code.)

Structural alteration. Any change in the supporting members of a building, such as the bearing walls, beams, or girders, or any change in the dimension or configuration of the roof or exterior walls.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds ~~50~~ 30 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. (3) Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision. where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 30 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

Travel trailer or recreational vehicle. A structure that (1) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle), and (2) is designed for temporary use as sleeping quarters, but that does not satisfy one or more of the definitional criteria of a mobile or manufactured home or modular unit.

Understory tree. A small deciduous tree that forms the layer of vegetation under the canopy trees in a forest. Examples of such trees include dogwoods, sourwoods, fruit trees and others.

Use, accessory. See "building, accessory."

Use. The purpose or activity, for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.

Use, principal. The primary purpose for which land is used.

Utility runway A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

Variance. A modification of the area regulations of this chapter, granted by the board of zoning appeals, where such modification will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in unnecessary and undue hardship, and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

Vegetation. Any object of natural growth.

Violation. The failure of a structure or other development to be fully compliant with these regulations.

Visual runway. A runway intended solely for the operation of aircraft using visual approach procedures.

Wetlands. Areas of .25 acre or more where standing water is retained for a portion of the year and unique vegetation has adapted to the area. Jurisdictional wetlands are those over which the U.S. Corps of Engineers has permitting jurisdiction.

Yard. An open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward except as may be specifically provided by this chapter.

Yard, front. A yard extending the full width of the front of a lot between the front (street) right-of-way line or property line and the front building line.

Yard, rear. A yard extending the full width of the lot in the area between the rear lot line and the rear building line.

Yard, required. That part of a yard between a lot line and the minimum required building setback line, within which no structure shall be located except as provided by this chapter.

Yard, side. A yard extending the full length of the lot in the area between the side lot line and a side building line.

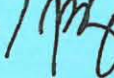
Zoning district. A specifically delineated area or district within which regulations and requirements govern the use, placement, spacing and size of land and buildings.

Florence County Planning Commission Action: August 26, 2012:

The six Planning Commission members present voted unanimously to recommend approval of the request to Florence County Council in order to keep County Ordinances current and accurate.

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 20, 2014

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

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

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

OPTIONS:

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

ATTACHMENTS:

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

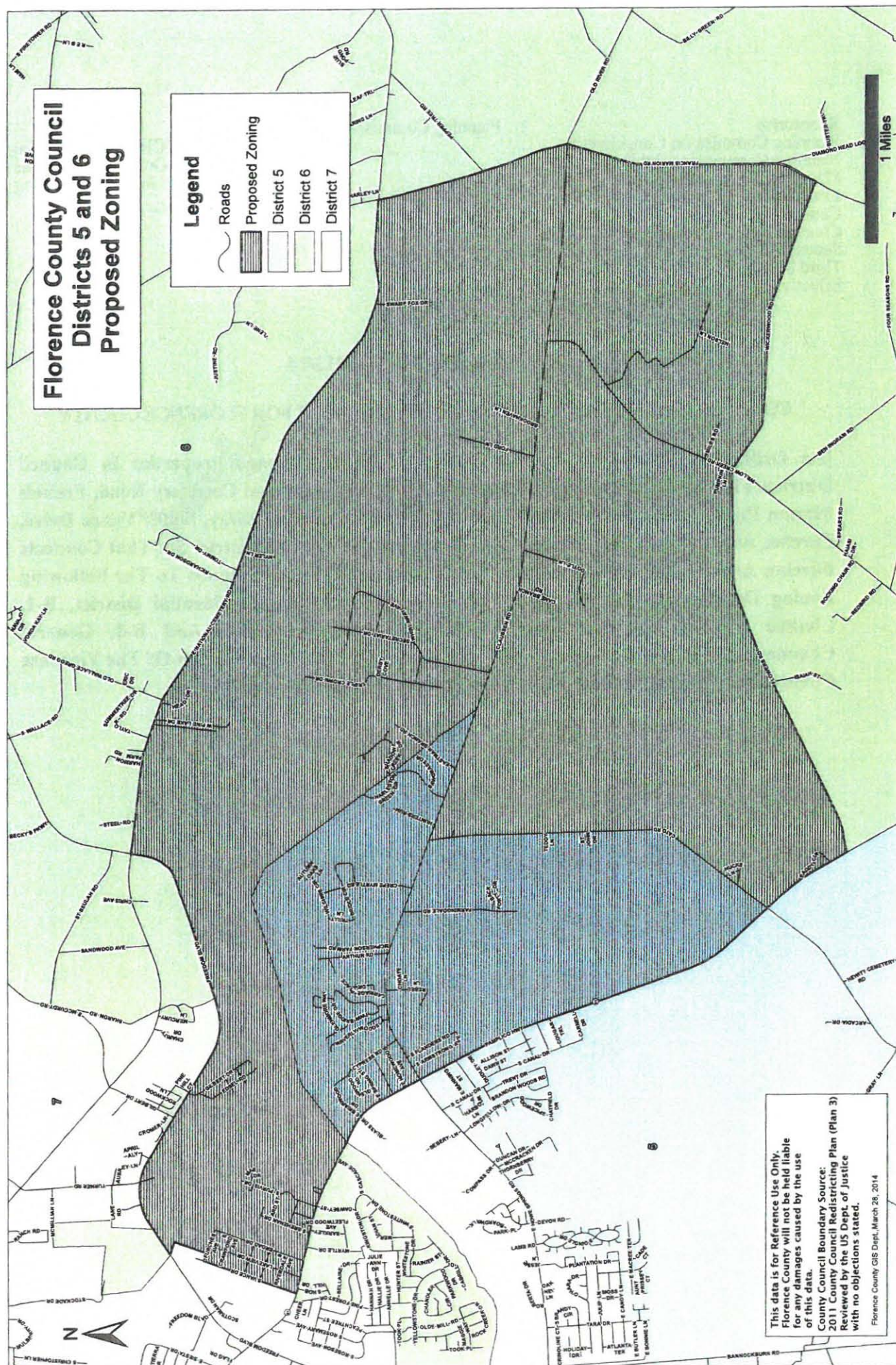
| | | |
|------------------------------------|---|---------------------|
| Sponsor(s) | : | Planning Commission |
| Planning Commission Consideration | : | |
| Planning Commission Public Hearing | : | |
| Planning Commission Action | : | |
| First Reading/Introduction | : | April 17, 2014 |
| Committee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

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

ORDINANCE NO. 24-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

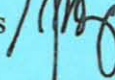
[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council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



FLORENCE COUNTY COUNCIL MEETING

Thursday, November 20, 2014

AGENDA ITEM: Ordinance No. 08-2014/15
Second Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 And 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation; And Other Matters Related Thereto.] (*Planning Commission approved 7-0: Council District 3*)

POINTS TO CONSIDER:

1. The subject properties' current designations, as established by the Land Use Map of the Florence County Comprehensive Plan, are Residential Preservation, Rural Preservation, Commercial Growth and Preservation, Industrial Growth and Preservation and Suburban Development.
2. The applicant is proposing to reorder the current blend of land use designations to Commercial Growth and Preservation and Industrial Growth and Preservation to accommodate the proposed zoning.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 08-2014/15
2. Resolution for PC#2014-06
3. Staff report for PC#2014-06
4. Property Owners' Information Spreadsheet
5. Comprehensive Land Use Plan Map
6. Aerial Map

| | | |
|------------------------------------|-------------------------------------|-------------------------------|
| Sponsor(s) | : Planning Commission | I, _____, |
| Planning Commission Consideration | : September 23, 2014 | Council Clerk, certify that |
| Planning Commission Public Hearing | : September 23, 2014 | this Ordinance was |
| Planning Commission Action | : September 23, 2014 [Approved 7-0] | advertised for Public Hearing |
| First Reading/Introduction | : October 16, 2014 | on _____. |
| Committee Referral | : N/A | |
| County Council Public Hearing | : November 20, 2014 | |
| Second Reading | : November 20, 2014 | |
| Third Reading | : | |
| Effective Date | : Immediately | |

ORDINANCE NO. 08-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 And 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on September 23, 2014.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designations for properties in Florence County bounded by I-95, W. Lucas St., N. Cashua Dr., and W. Sumter St., Florence, more specifically shown on Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 and 119 to Commercial Growth and Preservation and Tax Map Numbers 00122-01-059, 114, 245, 258 to

Industrial Growth and Preservation. The parcels consist of approximately 454.84 acres.

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

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

RESOLUTION FOR PC#2014-06
FLORENCE COUNTY PLANNING COMMISSION
SEPTEMBER 23, 2014

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In Florence Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Numbers 00122, Block 01, Parcels 031-034, 037, 039, 068, 077, 079-080, 086, 089-090, 092, 103-105, 110, 113, 117, 119-120, 126, 138, 141-142, 144-166, 168-170, 172, 180, 213-217, 224-227, 241, 246, 250, 252-255, 260-263, Tax Map Numbers 01211, Block 01, Parcels 029, 031-033, 042-044, 046-052, 054-056, 084-085, 088-089, 092, 100 and 119 To Commercial Growth And Preservation And Tax Map Numbers 00122-01-059, 114, 245, 258 To Industrial Growth And Preservation As Referenced On The Agenda Map.]


WHEREAS:

1. The subject properties' designations as established by the Land Use Map of the Florence County Comprehensive Plan are Residential Preservation, Rural Preservation, Commercial Growth and Preservation, Industrial Growth and Preservation and Suburban Development.
2. The applicant is proposing to reorder the current blend of land use designations to Commercial Growth and Preservation and Industrial Growth and Preservation to accommodate the proposed zoning for this area and to recognize substantial change and changing conditions or circumstances in a particular locality.
3. Therefore, a change to the Comprehensive Plan Map Land Use Designations for these properties is hereby recommended.

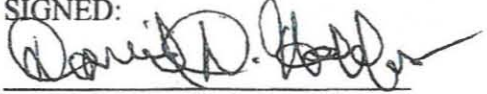
NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY PLANNING COMMISSION DULY ASSEMBLED THAT:

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Map Land Use Designations for properties in Florence County located in Florence bounded by I-95, W. Lucas St., N. Cashua Dr., and W. Sumter St., measuring approximately 454.84 acres to Commercial Growth and Preservation and Industrial Growth and Preservation as referenced on the agenda map.

ATTEST:


Angela C. Thomas, Secretary III

SIGNED:


David Hobbs, Chairman

COMMISSION VOTE: 7-0

OPPOSED: None

**ABSENT: C. Cunha
C. Floyd
R. Kirby**

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
SEPTEMBER 23, 2014
PC#2014-06**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designations for properties in Florence County located in Florence, SC to Commercial Growth and Preservation and Industrial Growth and Preservation.

Location: See Property Owners' Information Spreadsheet

Tax Map Numbers See Property Owners' Information Spreadsheet

Council District(s): 3; County Council

Applicant: Governing Council

Land Area: See Property Owners' Information Spreadsheet

Staff Analysis:

The property is currently designated as Residential Preservation, Rural Preservation, Commercial Growth and Preservation, Industrial Growth and Preservation, Suburban Development according to the Comprehensive Plan Land Use map.

The applicant is proposing to reorder the current blend of land use designations to Commercial Growth and Preservation and Industrial Growth and Preservation.

Staff's Justification/Reason for the proposed amendment is to recognize substantial change and changing conditions or circumstances in a particular locality.

Comprehensive Land Use Plan Map Designations:

The proposal is to change the designation to Commercial Growth and Preservation and Industrial Growth and Preservation.

Commercial Growth and Preservation protects and sustains existing commercial areas, including property values and amenities, and provides areas along important corridors or at key community points that are expected to have increasing economic significance.

Industrial Growth and Preservation protects and sustains existing industrial areas, including property values and amenities, and provides areas along important corridors or in emerging industrial locations that are targeted for major economic development.

Florence County Planning Commission Action: September 23, 2014:

The seven Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for Commercial Growth and Preservation to protect and sustain existing commercial areas,

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

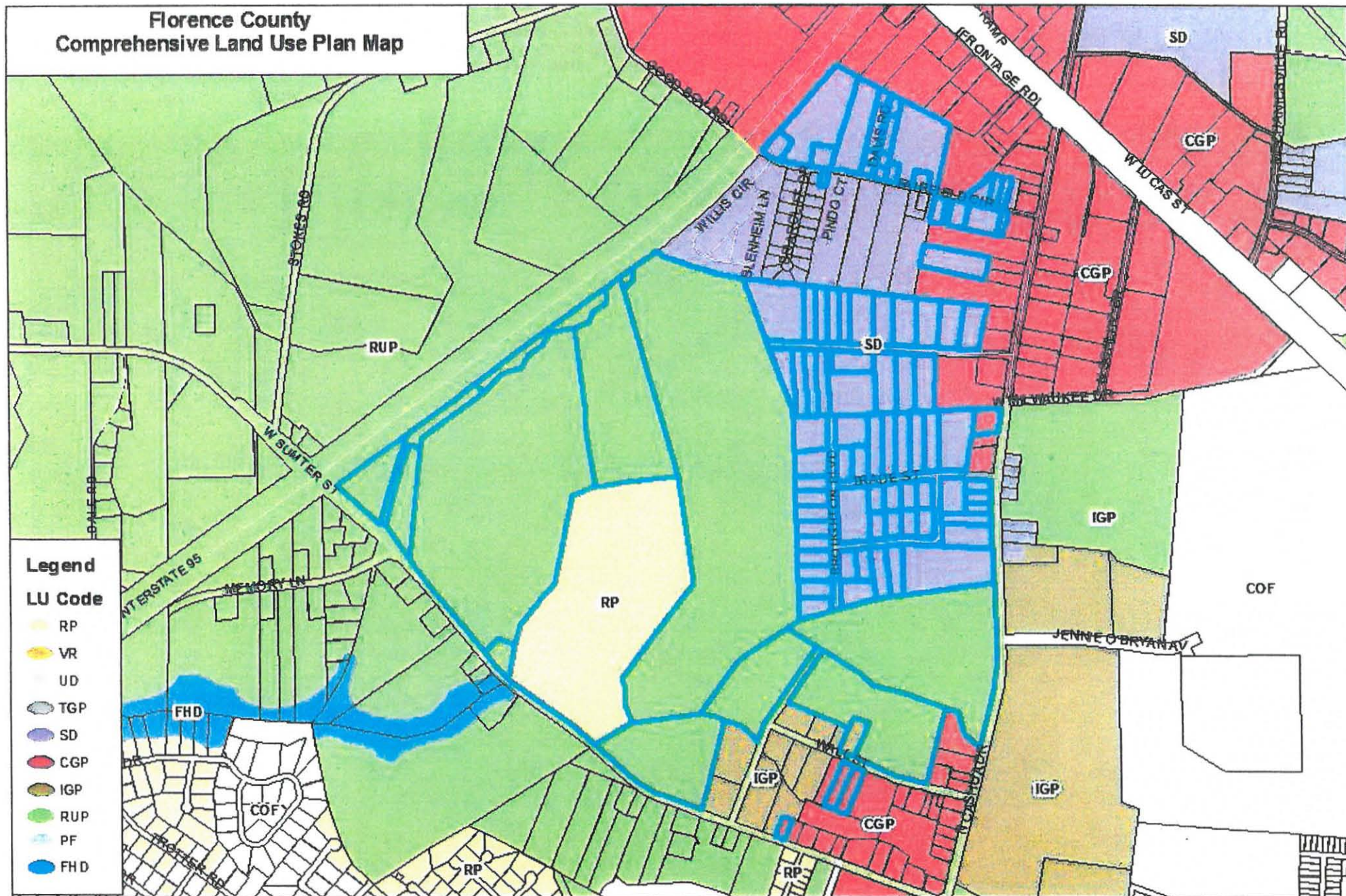
Florence County Planning Commission also recommends approval of Industrial Growth and Preservation to protect and sustain existing industrial areas, including property values and amenities, and provide areas along important corridors or in emerging industrial locations that are targeted for major economic development.

| TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | ACREAGE | CURRENT LU | PROPOSED LU |
|--------------|-----------------------------|-------------------------|---|---------|------------|-------------|
| 00121-01-040 | MAIB DEVELOPMENT PROPERTIES | LLC | | 0.30 | RUP | CGP |
| 00122-01-031 | ELLIS ELIZABETH S & | NASH DELORES E TRUSTEES | 2631 W SUMTER ST | 4.52 | RUP | CGP |
| 00122-01-032 | HUGGINS JANE POWERS | | | 67.31 | RUP | CGP |
| 00122-01-033 | PRAETORIAN OF FLORENCE LLC | | 2419 W SUMTER ST | 53.04 | RP | CGP |
| 00122-01-034 | HUGGINS JANE POWERS | | | 13.52 | RUP | CGP |
| 00122-01-037 | HARRINGTON GEORGE I ETAL | | 1061 N CASHUA DR;1051 N CASHUA DR | 31.54 | RUP | CGP |
| 00122-01-039 | HUGGINS JANE POWERS | | | 94.11 | RUP | CGP |
| 00122-01-059 | CHIPLEY ROY M III | | 2005 W SUMTER ST | 0.44 | CGP | IGP |
| 00122-01-068 | HONORAGE NURSING HOME OF | FLORENCE SC INC | 1207 N CASHUA DR;1209 N CASHUA DR | 6.95 | SD | CGP |
| 00122-01-077 | SUNBELT RENTALS INC | ATTN: PROPERTY TAX | 1215 N CASHUA DR | 2.01 | SD | CGP |
| 00122-01-079 | SUNBELT RENTALS INC | ATTN: PROPERTY TAX | | 1.01 | SD | CGP |
| 00122-01-080 | TUNSTALL JIM W SR | | 1227 N CASHUA DR | 0.52 | SD | CGP |
| 00122-01-086 | ANDERSON BROTHERS BANK | | 1301 N CASHUA DR | 0.59 | SD | CGP |
| 00122-01-089 | JIM WOOD INVESTMENTS LLC | | 1802 TRADE ST | 1.55 | SD | CGP |
| 00122-01-090 | 5 STAR TUNING LLC | | 1820 TRADE ST | 0.81 | SD | CGP |
| 00122-01-092 | ALL AMERICAN FINANCE | COMPANY | 1831 TRADE ST | 0.97 | SD | CGP |
| 00122-01-103 | INDUSTRIAL DEVELOPMENT | ASSOCIATES | | 0.83 | SD | CGP |
| 00122-01-104 | INDUSTRIAL DEVELOPMENT | ASSOCIATES | 1814 TRADE ST | 0.85 | SD | CGP |
| 00122-01-105 | CALDER WILLIE | | 1826 TRADE ST | 0.79 | SD | CGP |
| 00122-01-110 | KEG PROPERTIES LLC | | 1307 D BROUGHTON BLVD;1307 C BROUGHTON BLVD;1307 A BROUGHTON BLVD;1307 BROUGHTON BLVD | 0.93 | SD | CGP |
| 00122-01-113 | KAMPIZIONES THEODORE | | | 3.09 | SD | CGP |
| 00122-01-114 | KAMPIZIONES THEODORE G | | | 27.26 | RUP | IGP |
| 00122-01-117 | BASS JAMES D | | 1811 TRADE ST | 1.53 | SD | CGP |
| 00122-01-119 | ANDERSON BROTHERS BANK | | | 0.52 | SD | CGP |
| 00122-01-120 | JORDAN WALLACE H | | | 3.60 | SD | CGP |
| 00122-01-126 | DE ROCHE LORRAINE M | | 1235 BROUGHTON BLVD | 0.93 | SD | CGP |
| 00122-01-138 | CUMULUS BROADCASTING INC | | 1397 BROUGHTON BLVD | 22.39 | RUP | CGP |
| 00122-01-141 | ATI GROUP LLP | | 1321 A N CASHUA DR;1321 B N CASHUA DR;1321 C N CASHUA DR | 1.14 | SD | CGP |
| 00122-01-142 | BASS JAMES D | | | 3.46 | SD | CGP |
| 00122-01-144 | HOWELL RONNIE | | 1815 TRADE ST | 1.55 | SD | CGP |
| 00122-01-145 | BASS JAMES D | | 1819 TRADE ST | 1.57 | SD | CGP |
| 00122-01-146 | CAROLINA ASBESTOS ABATEMENT | INC | 1823 TRADE ST | 1.55 | SD | CGP |
| 00122-01-147 | BENTON REAL ESTATE LLC | | 1827 TRADE ST;1825 TRADE ST | 1.54 | SD | CGP |
| 00122-01-148 | MEDSTAR AMBULANCE SERV LLC | | 1322 BROUGHTON BLVD;1320 BROUGHTON BLVD | 1.78 | SD | CGP |
| 00122-01-149 | ADAMS LINDA D | | 1323 BROUGHTON BLVD | 2.03 | SD | CGP |
| 00122-01-150 | SCHIRIPPA RICHARD JAMES & | LINDA MCGEE | 1313 BROUGHTON BLVD | 1.57 | SD | CGP |
| 00122-01-151 | KEG PROPERTIES LLC | | 1301 BROUGHTON BLVD | 0.93 | SD | CGP |
| 00122-01-152 | GILBERT VENTURES LLC | | 1229 BROUGHTON BLVD | 0.93 | SD | CGP |
| 00122-01-153 | GILBERT VENTURES LLC | | | 0.93 | SD | CGP |
| 00122-01-154 | GILBERT VENTURES LLC | | 1217 BROUGHTON BLVD | 0.93 | SD | CGP |
| 00122-01-155 | GILBERT VENTURES LLC | | 1213 BROUGHTON BLVD | 0.93 | SD | CGP |
| 00122-01-156 | GILBERT VENTURES LLC | | 1207 BROUGHTON BLVD | 1.03 | SD | CGP |
| 00122-01-157 | GILBERT VENTURES LLC | | | 1.04 | SD | CGP |
| 00122-01-158 | GILBERT VENTURES LLC | | | 1.41 | SD | CGP |

| TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | ACREAGE | CURRENT LU | PROPOSED LU |
|--------------|------------------------------|--------------------------|---|---------|------------|-------------|
| 00122-01-159 | GILBERT VENTURES LLC | | 1212 BROUGHTON BLVD;1214 BROUGHTON BLVD;1216 BROUGHTON BLVD;1218 BROUGHTON BLVD;1220 BROUGHTON BLVD;1222 BROUGHTON BLVD;1224 BROUGHTON BLVD;1226 BROUGHTON BLVD;1844 HABERSHAM SQ | 0.92 | SD | CGP |
| 00122-01-160 | GILBERT VENTURES LLC | | | 0.94 | SD | CGP |
| 00122-01-161 | GILBERT VENTURES LLC | | | 1.44 | SD | CGP |
| 00122-01-162 | GILBERT VENTURES LLC | | | 1.39 | SD | CGP |
| 00122-01-163 | BASS DENISE T | | 1829 HABERSHAM SQ | 0.81 | SD | CGP |
| 00122-01-164 | KAMPIZIONES THEODORE | | | 0.78 | SD | CGP |
| 00122-01-165 | KAMPIZIONES THEODORE | | | 0.78 | SD | CGP |
| 00122-01-166 | KAMPIZIONES THEODORE | | | 0.79 | SD | CGP |
| 00122-01-168 | DIXIE BEARINGS INC | | | 1.14 | IGP | CGP |
| 00122-01-169 | SOF LLC | | 2625 W SUMTER ST | 2.85 | RUP | CGP |
| 00122-01-170 | HUGGINS JANE POWERS TRUSTEE | | 2505 W SUMTER ST | 1.19 | RUP | CGP |
| 00122-01-172 | SOF LLC | | | 3.18 | RUP | CGP |
| 00122-01-180 | FORE THOMAS A &/OR | WISE MARTHA F TRUSTEES | | 0.99 | SD | CGP |
| 00122-01-213 | EDWARDS W S JR | | 1802 SALLY HILL FARMS BLVD | 1.78 | SD | CGP |
| 00122-01-214 | EDWARDS W S JR | | 1806 SALLY HILL FARMS BLVD | 1.83 | SD | CGP |
| 00122-01-215 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1810 SALLY HILL FARMS BLVD | 1.89 | SD | CGP |
| 00122-01-216 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1814 SALLY HILL FARMS BLVD | 1.95 | SD | CGP |
| 00122-01-217 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1818 SALLY HILL FARMS BLVD | 1.79 | SD | CGP |
| 00122-01-224 | JORDAN WALLACE H | | 1823 SALLY HILL FARMS BLVD | 1.52 | SD | CGP |
| 00122-01-225 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1819 SALLY HILL FARMS BLVD | 2.18 | SD | CGP |
| 00122-01-226 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1815 SALLY HILL FARMS BLVD | 2.02 | SD | CGP |
| 00122-01-227 | WOOD PROPERTIES-BLUE LINE | LLC | 1811 SALLY HILL FARMS BLVD | 1.95 | SD | CGP |
| 00122-01-241 | FLOYD PROPERTIES OF FLORENCE | LLC | 1834 SALLY HILL FARMS BLVD | 5.25 | SD | CGP |
| 00122-01-245 | JERNIGAN BRUCE | | 1920 WALL ST | 1.03 | CGP | IGP |
| 00122-01-246 | SOF LLC | | 2623 W SUMTER ST | 3.67 | RUP | CGP |
| 00122-01-250 | T & E INVESTMAENTS OF SUMTER | LLC | 1822 SALLY HILL FARMS BLVD | 2.12 | SD | CGP |
| 00122-01-252 | T&E INVESTMENTS OF SUMTER | LLC | 1824 SALLY HILL FARMS BLVD | 1.09 | SD | CGP |
| 00122-01-253 | AVENT FRANK H | | 1826 SALLY HILL FARMS BLVD | 1.10 | SD | CGP |
| 00122-01-254 | FLOYD PROPERTIES OF FLORENCE | LLC | 1828 SALLY HILL FARMS BLVD | 1.12 | SD | CGP |
| 00122-01-255 | FLOYD PROPERTIES OF FLORENCE | LLC | 1830 SALLY HILL FARMS BLVD | 1.14 | SD | CGP |
| 00122-01-258 | JERNIGAN BRUCE | | | 1.02 | CGP | IGP |
| 00122-01-260 | ADAMS SANUEL H JR | | | 1.50 | SD | CGP |
| 00122-01-261 | ADAMS SAMUEL H JR | | | 1.36 | SD | CGP |
| 00122-01-262 | ADAMS SAMUEL H JR | | | 1.34 | SD | CGP |
| 00122-01-263 | ADAMS SANUEL H JR | | | 1.32 | SD | CGP |
| 01211-01-029 | JONES ELSIE W | | 1832 FAIRFIELD CIR | 0.57 | SD | CGP |
| 01211-01-031 | SINGLETARY VANESSA | | 1824 FAIRFIELD CIR | 1.06 | SD | CGP |
| 01211-01-032 | NORMAN VARA LOUISE GALLOWAY | | 1816 LOT 3 FAIRFIELD CIR;1816 LOT 4 FAIRFIELD CIR;1816 LOT 1 FAIRFIELD CIR;1816 2 FAIRFIELD CIR;1816 FAIRFIELD CIR;1814 FAIRFIELD CIR | 1.46 | SD | CGP |
| 01211-01-033 | TRUE FOUNDATION OF CHRIST | CHURCH WORLDWIDE | 1810 FAIRFIELD CIR | 0.34 | SD | CGP |
| 01211-01-042 | LESTER LOUISE RAINEY | | 1813 FAIRFIELD CIR | 0.49 | SD | CGP |
| 01211-01-043 | BACOTE ROBERT B | | 1815 FAIRFIELD CIR | 0.50 | SD | CGP |

| TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | ACREAGE | CURRENT LU | PROPOSED LU |
|--------------|----------------------------|----------------|---------------------------|---------|------------|-------------|
| 01211-01-044 | FLORENCE CONCRETE PROD CO | | | 0.71 | SD | CGP |
| 01211-01-046 | FLORENCE CONCRETE PRODUCTS | CO INC | | 6.06 | SD | CGP |
| 01211-01-047 | WELLS DORIS MCLEOD | | 1917 FAIRFIELD CIR | 0.35 | SD | CGP |
| 01211-01-048 | BAXLEY ETTA MAE (LE) & | ELIZABETH DAWN | 1919 FAIRFIELD CIR | 0.26 | SD | CGP |
| 01211-01-049 | ALTMAN CONNIE JANE | | 1506 DAVIS RD | 0.27 | SD | CGP |
| 01211-01-050 | ALTMAN CONNIE JANE | | | 0.76 | SD | CGP |
| 01211-01-051 | BELL ALBERT L & | BELL BETTY J | | 0.38 | SD | CGP |
| 01211-01-052 | BELL ALBERT L & | BELL BETTY J | | 0.32 | SD | CGP |
| 01211-01-054 | MACK GEORGE A & MARTA | | 2001 FAIRFIELD CIR | 0.25 | SD | CGP |
| 01211-01-055 | JACKSON ROBERT ETAL | | 2007 FAIRFIELD CIR | 4.43 | SD | CGP |
| 01211-01-056 | MAHAVIR & MUNI INC | | | 7.00 | SD | CGP |
| 01211-01-084 | FLORENCE CONCRETE PRODUCTS | CO INC | | 0.52 | SD | CGP |
| 01211-01-085 | PAUL LILA H | | 1507 DAVIS RD | 0.27 | SD | CGP |
| 01211-01-088 | RIGG LLC | | | 2.76 | SD | CGP |
| 01211-01-089 | WILLIAMS GARY | | 2113 FAIRFIELD CIR | 0.85 | SD | CGP |
| 01211-01-092 | SINKFIELD RICHARD H & | GEORGANNA T | 2015 FAIRFIELD CIR | 0.84 | SD | CGP |
| 01211-01-100 | ALTMAN CONNIE JANE | | | 0.89 | SD | CGP |
| 01211-01-119 | SHILOH UNITED APOSTOLIC | CHURCH | 2016 FAIRFIELD CIR | 0.15 | SD | CGP |
| | | | | | | |
| | | | | 454.84 | | |

Florence County Comprehensive Land Use Plan Map



Legend

LU Code

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

0 500 1,000 2,000 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-09-29



Council District(s): 3
PC#2014-06



2011 Aerial

0 550 1,100 2,200 Feet



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-09-29

Council District(s): 3
PC#2014-06

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 20, 2014

AGENDA ITEM: Ordinance No. 09-2014/15
Second Reading

DEPARTMENT: Planning and Building Inspections */mg*

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Number 00122, Block 01, Parcels 031-035, 037, 039, 064, 067-068, 070, 074-075, 077, 079-080, 082, 086-087, 089-090, 092-093, 100, 102-105, 108-110, 112-113, 117, 119-120, 122, 124-126, 138-142, 144-166, 168-173, 175-176, 180, 183-185, 208-217, 224-227, 241, 246, 249-250, 252-255, 259-263, 271, Tax Map Number 01211, Block 01, Parcels 029, 031-052, 054-056, 067-070, 072, 075, 084-085, 088-089, 091-092, 094, 096-100, 102-104, 119 to B-3, General Commercial District, Tax Map Number 01211, Block 01, Parcels 008-009, 011-024, 076-077, 117-118 to R-3A, Single Family Residential District, Tax Map Number 01211, Block 01, Parcels 007, 025-028, 078, 081, 095 to RU-1, Rural Community District and Tax Map Number 00122, Block 01, Parcels 036, 059-060, 091, 099, 114, 181, 238, 242, 245, 258, 273, 336 to B-5, Office And Light Industrial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.] *(Planning Commission approved 7-0; Council District 3)*

POINTS TO CONSIDER:

1. The subject properties are currently unzoned.
2. The subject area properties are currently occupied by single-family residential uses, manufactured/mobile home uses, church uses, commercial uses, vacant land, farmland, and industrial uses.
3. Surrounding land uses are a mixture of residential, commercial, vacant, farmland and industrial uses zoned B-2, B-3, B-5, RU-2 and unzoned.
4. The zoning designations of B-3, B-5, RU-1, and R-3A for the subject properties are in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

OPTIONS:

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

ATTACHMENTS:

- | | | |
|--------------------------------|------------------------------------|--|
| 1. Ordinance No. 09-2014/15 | 3. Location Map | 6. Aerial Map |
| 2. Staff report for PC#2014-07 | 4. Comprehensive Plan Land Use Map | 7. Property Owners' Zoning Designation Spreadsheet |
| | 5. Zoning Map | |

| | | |
|------------------------------------|--------------------------------------|-------------------------------|
| Sponsor(s) | : Planning Commission | I, _____ |
| Planning Commission Consideration | : September 23, 2014 | Council Clerk, certify that |
| Planning Commission Public Hearing | : September 23, 2014 | this Ordinance was |
| Planning Commission Action | : September 23, 2014 [Approved: 7-0] | advertised for Public Hearing |
| First Reading/Introduction | : October 16, 2014 | on _____ |
| Committee Referral | : N/A | |
| County Council Public Hearing | : | |
| Second Reading | : November 20, 2014 | |
| Third Reading | : | |
| Effective Date | : Immediately | |

ORDINANCE NO. 09-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Number 00122, Block 01, Parcels 031-035, 037, 039, 064, 067-068, 070, 074-075, 077, 079-080, 082, 086-087, 089-090, 092-093, 100, 102-105, 108-110, 112-113, 117, 119-120, 122, 124-126, 138-142, 144-166, 168-173, 175-176, 180, 183-185, 208-217, 224-227, 241, 246, 249-250, 252-255, 259-263, 271, Tax Map Number 01211, Block 01, Parcels 029, 031-052, 054-056, 067-070, 072, 075, 084-085, 088-089, 091-092, 094, 096-100, 102-104, 119 to B-3, General Commercial District, Tax Map Number 01211, Block 01, Parcels 008-009, 011-024, 076-077, 117-118 to R-3A, Single Family Residential District, Tax Map Number 01211, Block 01, Parcels 007, 025-028, 078, 081, 095 to RU-1, Rural Community District and Tax Map Number 00122, Block 01, Parcels 036, 059-060, 091, 099, 114, 181, 238, 242, 245, 258, 273, 336 to B-5, Office And Light Industrial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; 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 September 23, 2014.

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

1. Properties Bounded By I-95, W. Lucas St., N. Cashua Dr., And W. Sumter St., More Specifically Shown On Tax Map Number 00121, Block 01, Parcel 040, Tax Map Number 00122, Block 01, Parcels 031-035, 037, 039, 064, 067-068, 070, 074-075, 077, 079-080, 082,

086-087, 089-090, 092-093, 100, 102-105, 108-110, 112-113, 117, 119-120, 122, 124-126, 138-142, 144-166, 168-173, 175-176, 180, 183-185, 208-217, 224-227, 241, 246, 249-250, 252-255, 259-263, 271, Tax Map Number 01211, Block 01, Parcels 029, 031-052, 054-056, 067-070, 072, 075, 084-085, 088-089, 091-092, 094, 096-100, 102-104, 119 are hereby zoned to B-3, General Commercial District, Tax Map Number 01211, Block 01, Parcels 008-009, 011-024, 076-077, 117-118 are hereby zoned to R-3A, Single Family Residential District, Tax Map Number 01211, Block 01, Parcels 007, 025-028, 078, 081, 095 are hereby zoned to RU-1, Rural Community District and Tax Map Number 00122, Block 01, Parcels 036, 059-060, 091, 099, 114, 181, 238, 242, 245, 258, 273, 336 are hereby zoned to B-5, Office And Light Industrial 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, September 23, 2014
PC#2014-07
ORDINANCE NO. 09-2014/15**

SUBJECT: Zoning amendment request to B-3, General Commercial Business District; B-5, Office and Light Industrial District; RU-1, Rural Community District and R-3A, Single Family Residential District.

LOCATION: Properties located on Briarcliff Drive, Broughton Blvd., North Cashua Drive, David Road, Fairfield Circle, Habersham Square, West Lucas Street, Pindo Court, Sally Hills Farm Blvd., West Sumter Street, Trade Street, Wall Street, Willis Circle.

TAX MAP NUMBERS: See Property Owners' Information Spreadsheet

COUNCIL DISTRICT(S): 3; County Council

OWNER OF RECORD: See Property Owners' Information Spreadsheet

APPLICANT: Governing Council

LAND AREA: 198 Parcels

WATER /SEWER AVAILABILITY: City of Florence

**ADJACENT WATERWAYS/
BODIES OF WATER:** None

FLOOD ZONE: N/A

STAFF ANALYSIS:

1. Existing Land Use and Zoning:

The subject area properties are currently occupied by single-family residential uses, manufactured/mobile home uses, church uses, commercial uses, vacant land, farmland, and industrial uses. The subject area properties are currently unzoned.

2. Proposed Land Use and Zoning:

The proposal is to zone the subject area properties for compatibility with surrounding zoning districts, existing and future allowable district uses. There are no proposals at the time of the request for any new development or redevelopment of the subject properties.

The proposed request is to zone the subject area properties to B-3, General Commercial Business District, B-5, Office and Light Industrial Business District, RU-1, Rural Community District and R-3A, Single Family Residential District.

3. Surrounding Land Use and Zoning:

North: Vacant/B-3/ City of Florence

South: Residential/ Commercial/Industrial/Vacant/RU-1/Unzoned/City of Florence/Florence County

West: Vacant/Residential/Commercial/Unzoned/Florence County

East: Vacant/Institutional/Commercial/B-2/B-3/B-5/RU-2/Unzoned/City of Florence/ Florence County

4. Transportation Access and Circulation:

Present access to the area properties are by the way of Briarcliff Drive, Broughton Blvd., North Cashua Drive, David Road, Fairfield Circle, Habersham Square, West Lucas Street, Pindo Court, Sally Hills Farm Blvd., West Sumter Street, Trade Street, Wall Street, Willis Circle.

5. Traffic Review:

The rezoning of these properties could have a minimal effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

The properties are currently designated as Residential Preservation, Rural Preservation, Commercial Growth and Preservation, Industrial Growth and Preservation and Suburban Development according to the Comprehensive Plan Land Use Map.

The applicant is proposing to reorder the current blend of land use designations to Commercial Growth and Preservation and Industrial Growth and Preservation to accommodate the proposing zoning for this area which comply with the Comprehensive Plan.

7. Chapter 30-Zoning Ordinance:

The intent of the proposed zoning districts are as follows:

- B-3, General Commercial District: The intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and the larger region in which it holds a central position.
- B-5, Office and Light Industrial District: The intent of this district is to promote the development of business parks, including office, distribution, and light manufacturing

uses in an environment suited to such uses and operations while promoting land use compatibility through the application of performance standards.

- RU-1, Rural Community District: The intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.
- R-3A, Single-Family Residential District: Aside from differences in lot sizes and densities, these districts are intended to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

STAFF RECOMMENDATION:

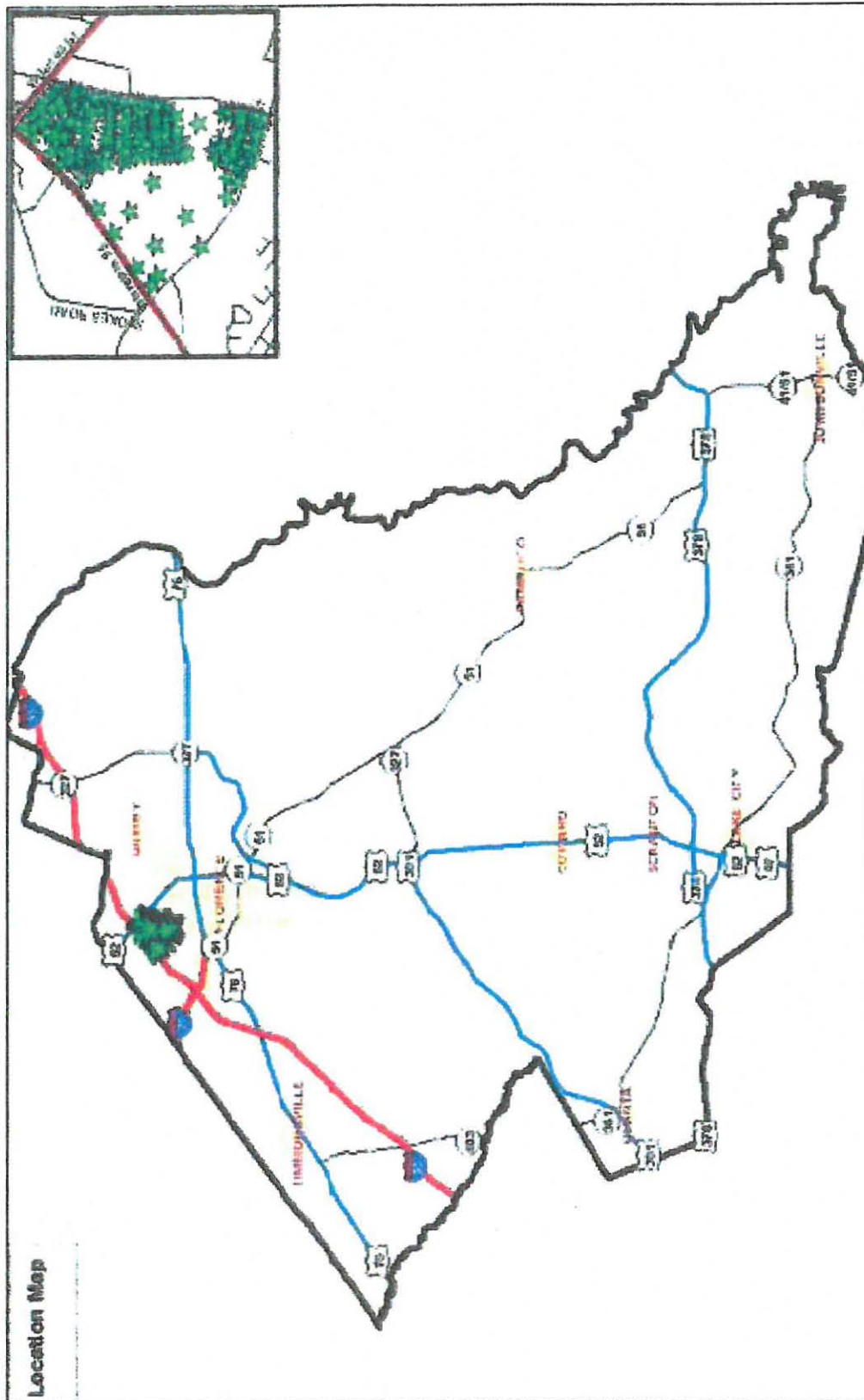
Staff recommends approval of the zoning amendment request to Planning commission based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, SEPTEMBER 23, 2014:

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

FLORENCE COUNTY COUNCIL MEETING:

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.



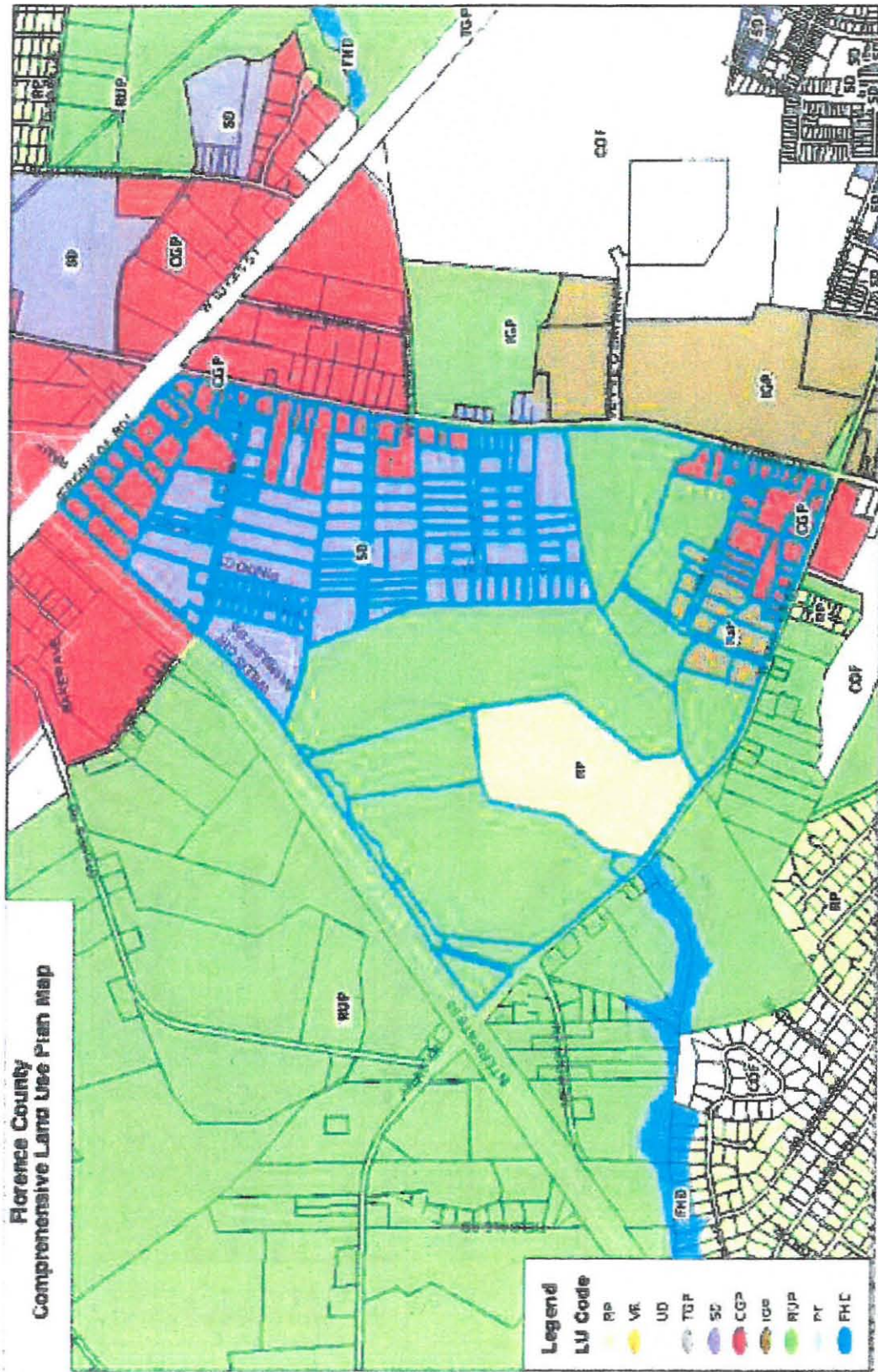
0 1 2 3 4 5 6 Miles

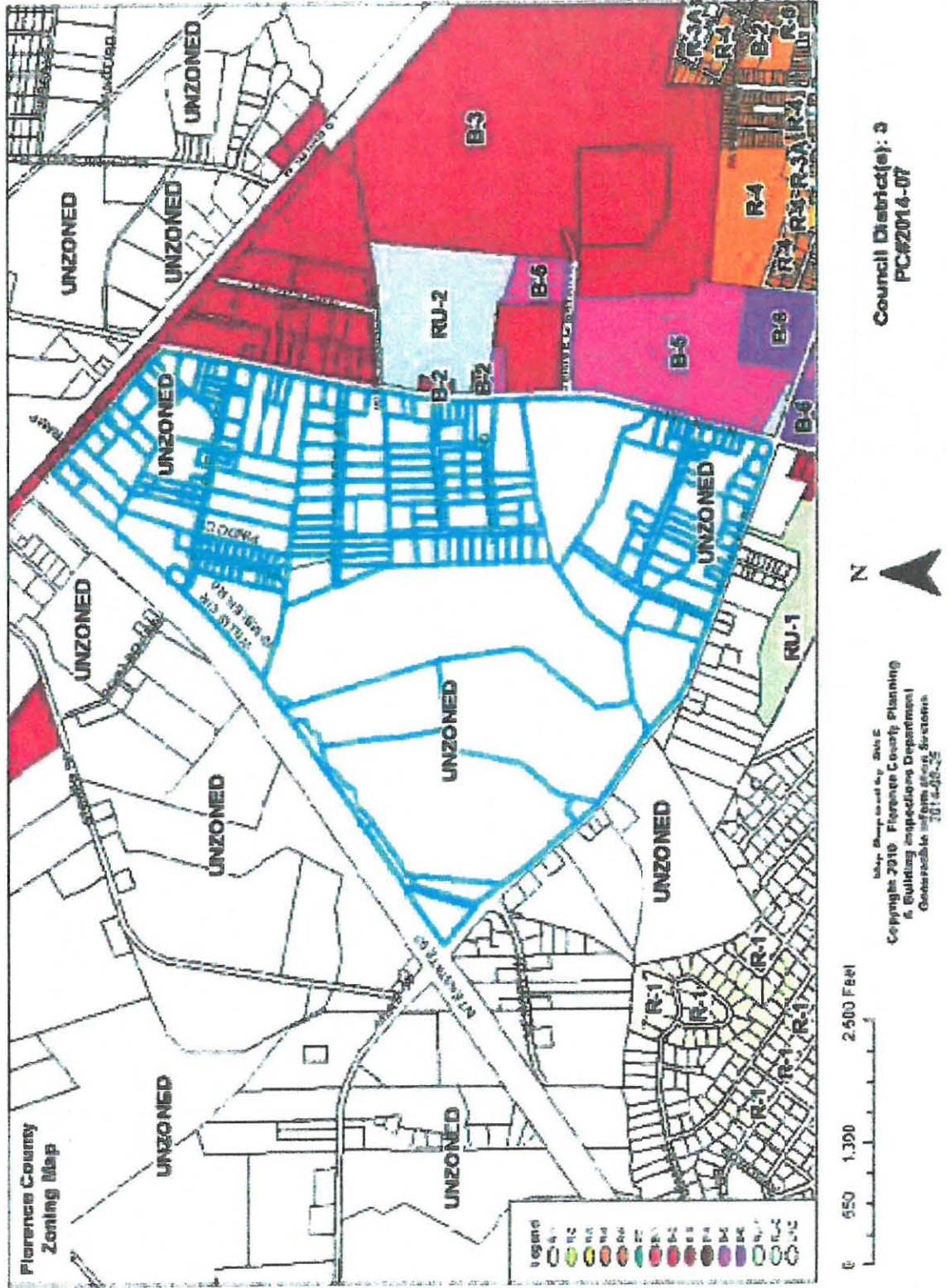


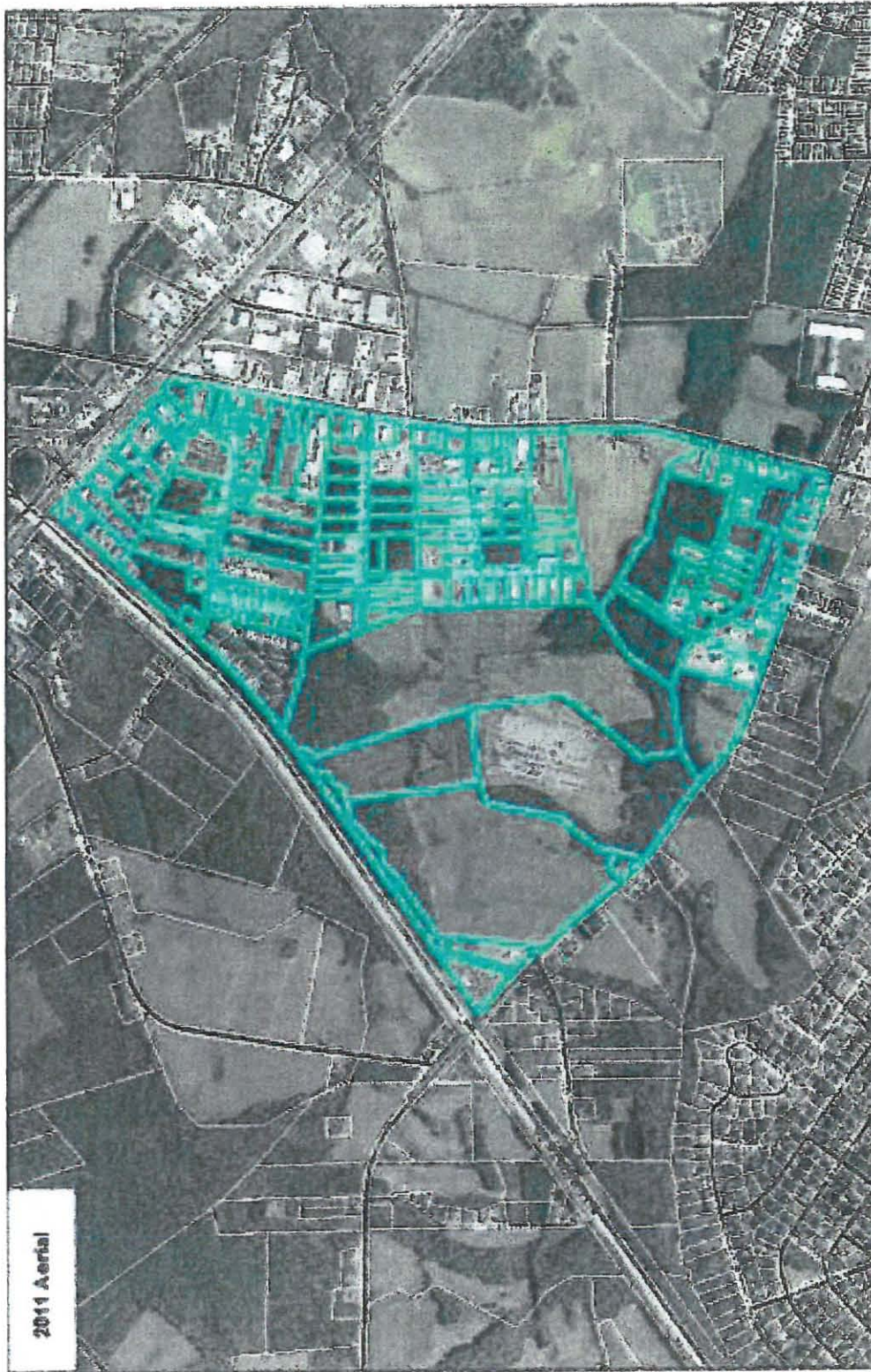
Map Designed by RWE
 Copyright 2010 Florence County Planning
 & Building Inspection Department
 Geographic Information Systems
 2014-02-25

Council District(s): 3
PC#2014-07

**Florence County
Comprehensive Land Use Plan Map**







2011 Aerial

0 550 1,300 2,500 Feet



Map Prepared by: WUE
Copyright 2010, Florence County Planning
& Building Inspections Department
Geographic Information Systems
2010-08-23

Council District(s): 3
PC#2014-07

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|----|--------------|--------------------------------|--------------------------------|--|-----------------------|--------------------|
| 1 | 00121-01-040 | MAIB DEVELOPMENT PROPERTIES | LLC | | 0.296201 | B-3 |
| 2 | 00122-01-031 | ELLIS ELIZABETH S & | NASH DELORES E TRUSTEES | 2631 W SUMTER ST | 4.524828 | B-3 |
| 3 | 00122-01-032 | HUGGINS JANE POWERS | | | 67.305298 | B-3 |
| 4 | 00122-01-033 | PRAETORIAN OF FLORENCE LLC | | 2419 W SUMTER ST | 53.036513 | B-3 |
| 5 | 00122-01-034 | HUGGINS JANE POWERS | | | 13.518885 | B-3 |
| 6 | 00122-01-035 | JOHNSON SHARON L | | | 1.432041 | B-3 |
| 7 | 00122-01-036 | CT VENTURE LLC | | | 3.362596 | B-5 |
| 8 | 00122-01-037 | HARRINGTON GEORGE I ETAL | | 1061 N CASHUA DR;1051 N CASHUA DR | 31.541179 | B-3 |
| 9 | 00122-01-039 | HUGGINS JANE POWERS | | | 94.105707 | B-3 |
| 10 | 00122-01-059 | CHIPLEY ROY M III | | 2005 W SUMTER ST | 0.441455 | B-5 |
| 11 | 00122-01-060 | CHIPLEY ROY M III | | 2007 W SUMTER ST | 1.988055 | B-5 |
| 12 | 00122-01-064 | ROBERTS RENTALS LIMITED | PARTNERSHIP | 2003 W SUMTER ST;2003 1/2 W SUMTER ST | 0.444101 | B-3 |
| 13 | 00122-01-067 | ROBERTS RENTALS LIMITED | PARTNERSHIP | | 0.689126 | B-3 |
| 14 | 00122-01-068 | HONORAGE NURSING HOME OF | FLORENCE SC INC | 1207 N CASHUA DR;1209 N CASHUA DR | 6.945967 | B-3 |
| 15 | 00122-01-070 | KNOTTS PATRICIA ETAL | | | 0.459304 | B-3 |
| 16 | 00122-01-074 | HILL THOMAS E & MARY LEE | | 1921 W SUMTER ST | 0.739758 | B-3 |
| 17 | 00122-01-075 | MORNINGSTAR LIMITED | PARTNERSHIP | | 0.807264 | B-3 |
| 18 | 00122-01-077 | SUNBELT RENTALS INC | ATTN: PROPERTY TAX | 1215 N CASHUA DR | 2.009572 | B-3 |
| 19 | 00122-01-079 | SUNBELT RENTALS INC | ATTN: PROPERTY TAX | | 1.0086 | B-3 |
| 20 | 00122-01-080 | TUNSTALL JIM W SR | | 1227 N CASHUA DR | 0.515854 | B-3 |
| 21 | 00122-01-082 | GREGORY LAND DEVELOPMENT II | INC C/O ROBERT E LIVINGSTON | | 0.976167 | B-3 |
| 22 | 00122-01-086 | ANDERSON BROTHERS BANK | | 1301 N CASHUA DR | 0.590382 | B-3 |
| 23 | 00122-01-087 | 779 NORTH CASHUA DRIVE LLC | | | 0.46223 | B-3 |
| 24 | 00122-01-089 | JIM WOOD INVESTMENTS LLC | | 1802 TRADE ST | 1.551157 | B-3 |
| 25 | 00122-01-090 | 5 STAR TUNING LLC | | 1820 TRADE ST | 0.810783 | B-3 |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|----|--------------|---------------------------------|------------------------|---|-----------------------|--------------------|
| 26 | 00122-01-091 | EVANS READY MIX INC | PO BOX 5475 | 2175 W SUMTER ST | 1.991304 | B-5 |
| 27 | 00122-01-092 | ALL AMERICAN FINANCE | COMPANY | 1831 TRADE ST | 0.965569 | B-3 |
| 28 | 00122-01-093 | REAMES ENTERPRISES INC | | 1309 N CASHUA DR | 1.232866 | B-3 |
| 29 | 00122-01-099 | EVANS READY MIX INC | PO BOX 5475 | | 3.423276 | B-5 |
| 30 | 00122-01-100 | MAHADEV OF THE CAROLINAS LLC | | | 0.538535 | B-3 |
| 31 | 00122-01-102 | FLOYD DON B ETAL | | | 2.112181 | B-3 |
| 32 | 00122-01-103 | INDUSTRIAL DEVELOPMENT | ASSOCIATES | | 0.83078 | B-3 |
| 33 | 00122-01-104 | INDUSTRIAL DEVELOPMENT | ASSOCIATES | 1814 TRADE ST | 0.848899 | B-3 |
| 34 | 00122-01-105 | CALDER WILLIE | | 1826 TRADE ST | 0.786389 | B-3 |
| 35 | 00122-01-108 | MORNINGSTAR LIMITED | PARTNERSHIP | | 5.002312 | B-3 |
| 36 | 00122-01-109 | DOULAVERIS STEVEN | | | 0.483606 | B-3 |
| 37 | 00122-01-110 | KEG PROPERTIES LLC | | 1307 D BROUGHTON BLVD;1307 C BROUGHTON BLVD;1307 A BROUGHTON BLVD;1307 BROUGHTON BLVD | 0.929722 | B-3 |
| 38 | 00122-01-112 | JORDAN ARTHUR BUIST "ART" IV | ETAL C/O HERALD SUPPLY | | 0.461539 | B-3 |
| 39 | 00122-01-113 | KAMPIZIONES THEODORE | | | 3.088861 | B-3 |
| 40 | 00122-01-114 | KAMPIZIONES THEODORE G | | | 27.25505 | B-5 |
| 41 | 00122-01-117 | BASS JAMES D | | 1811 TRADE ST | 1.527732 | B-3 |
| 42 | 00122-01-119 | ANDERSON BROTHERS BANK | | | 0.524825 | B-3 |
| 43 | 00122-01-120 | JORDAN WALLACE H | | | 3.59779 | B-3 |
| 44 | 00122-01-122 | KEG PROPERTIES LLC | | 805 N CASHUA DR | 0.344208 | B-3 |
| 45 | 00122-01-124 | GILBERT VENTURES LLC | | 1811 WALL ST | 0.742571 | B-3 |
| 46 | 00122-01-125 | FRANKLIN COMPANY INC | | | 0.443777 | B-3 |
| 47 | 00122-01-126 | DE ROCHE LORRAINE M | | 1235 BROUGHTON BLVD | 0.929787 | B-3 |
| 48 | 00122-01-138 | CUMULUS BROADCASTING INC | | 1397 BROUGHTON BLVD | 22.387195 | B-3 |
| 49 | 00122-01-139 | BACK FORTY HOLDINGS LLC | | | 0.529163 | B-3 |
| 50 | 00122-01-140 | ATI GROUP LLP | | | 0.597997 | B-3 |
| 51 | 00122-01-141 | ATI GROUP LLP | | 1321 A N CASHUA DR;1321 B N CASHUA DR;1321 C N CASHUA DR | 1.142265 | B-3 |
| 52 | 00122-01-142 | BASS JAMES D | | | 3.458784 | B-3 |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|----|--------------|--------------------------------|--------------|---|-----------------------|--------------------|
| 53 | 00122-01-144 | HOWELL RONNIE | | 1815 TRADE ST | 1.548343 | B-3 |
| 54 | 00122-01-145 | BASS JAMES D | | 1819 TRADE ST | 1.56923 | B-3 |
| 55 | 00122-01-146 | CAROLINA ASBESTOS ABATEMENT | INC | 1823 TRADE ST | 1.552898 | B-3 |
| 56 | 00122-01-147 | BENTON REAL ESTATE LLC | | 1827 TRADE ST;1825 TRADE ST | 1.535986 | B-3 |
| 57 | 00122-01-148 | MEDSTAR AMBULANCE SERV LLC | | 1322 BROUGHTON BLVD;1320 BROUGHTON BLVD | 1.779139 | B-3 |
| 58 | 00122-01-149 | ADAMS LINDA D | | 1323 BROUGHTON BLVD | 2.026406 | B-3 |
| 59 | 00122-01-150 | SCHIRIPPA RICHARD JAMES & | LINDA MCGEE | 1313 BROUGHTON BLVD | 1.565741 | B-3 |
| 60 | 00122-01-151 | KEG PROPERTIES LLC | | 1301 BROUGHTON BLVD | 0.929735 | B-3 |
| 61 | 00122-01-152 | GILBERT VENTURES LLC | | 1229 BROUGHTON BLVD | 0.930333 | B-3 |
| 62 | 00122-01-153 | GILBERT VENTURES LLC | | | 0.929768 | B-3 |
| 63 | 00122-01-154 | GILBERT VENTURES LLC | | 1217 BROUGHTON BLVD | 0.929742 | B-3 |
| 64 | 00122-01-155 | GILBERT VENTURES LLC | | 1213 BROUGHTON BLVD | 0.929742 | B-3 |
| 65 | 00122-01-156 | GILBERT VENTURES LLC | | 1207 BROUGHTON BLVD | 1.033504 | B-3 |
| 66 | 00122-01-157 | GILBERT VENTURES LLC | | | 1.044014 | B-3 |
| 67 | 00122-01-158 | GILBERT VENTURES LLC | | | 1.410045 | B-3 |
| 68 | 00122-01-159 | GILBERT VENTURES LLC | | 1212 BROUGHTON BLVD;1214 BROUGHTON BLVD;1216 BROUGHTON BLVD;1218 BROUGHTON BLVD;1220 BROUGHTON BLVD;1222 BROUGHTON BLVD;1224 BROUGHTON BLVD;1226 BROUGHTON BLVD;1844 HABERSHAM SQ | 0.918878 | B-3 |
| 69 | 00122-01-160 | GILBERT VENTURES LLC | | | 0.943859 | B-3 |
| 70 | 00122-01-161 | GILBERT VENTURES LLC | | | 1.438086 | B-3 |
| 71 | 00122-01-162 | GILBERT VENTURES LLC | | | 1.389776 | B-3 |
| 72 | 00122-01-163 | BASS DENISE T | | 1829 HABERSHAM SQ | 0.812739 | B-3 |
| 73 | 00122-01-164 | KAMPIZIONES THEODORE | | | 0.783347 | B-3 |
| 74 | 00122-01-165 | KAMPIZIONES THEODORE | | | 0.781193 | B-3 |
| 75 | 00122-01-166 | KAMPIZIONES THEODORE | | | 0.785646 | B-3 |
| 76 | 00122-01-168 | DIXIE BEARINGS INC | | | 1.139007 | B-3 |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|----|--------------|--------------------------------|--------------------------------|---|-----------------------|--------------------|
| 77 | 00122-01-169 | SOF LLC | | 2625 W SUMTER ST | 2.845996 | B-3 |
| 78 | 00122-01-170 | HUGGINS JANE POWERS TRUSTEE | | 2505 W SUMTER ST | 1.189833 | B-3 |
| 79 | 00122-01-171 | BACK FORTY HOLDINGS LLC | | 1811 WALL ST | 0.735388 | B-3 |
| 80 | 00122-01-172 | SOF LLC | | | 3.181343 | B-3 |
| 81 | 00122-01-173 | P H B PARTNERSHIP LLP | | | 0.125606 | B-3 |
| 82 | 00122-01-175 | TAYLOR EDWARD WARREN JR & | TAYLOR PEGGY L | | 1.203471 | B-3 |
| 83 | 00122-01-176 | PHB HOLDINGS INC | | | 0.415675 | B-3 |
| 84 | 00122-01-180 | FORE THOMAS A &/OR | WISE MARTHA F TRUSTEES | | 0.992888 | B-3 |
| 85 | 00122-01-181 | PARKER JAMES C SR & JR | | | 3.469755 | B-5 |
| 86 | 00122-01-183 | GREGORY LAND DEVELOPMENT II | INC C/O ROBERT E LIVINGSTON | | 0.891778 | B-3 |
| 87 | 00122-01-184 | MORNINGSTAR LTD PARTNERSHIP | DEPT-PT-SC-08603 | | 3.242552 | B-3 |
| 88 | 00122-01-185 | GREENBERG STUART & PHILLIP | | 797 STE 1 N CASHUA DR;797 STE 2 N CASHUA DR;797 STE 3 N CASHUA DR;797 STE 4 N CASHUA DR | 0.711222 | B-3 |
| 89 | 00122-01-208 | ACE CONSTRUCTION CO INC | | | 3.142646 | B-3 |
| 90 | 00122-01-209 | SSSM FLORENCE | | 1331 N CASHUA DR | 4.90257 | B-3 |
| 91 | 00122-01-210 | EMBREE ASSET GROUP INC | | 1341 N CASHUA DR | 1.423788 | B-3 |
| 92 | 00122-01-211 | EDWARDS W S JR | | 1413 N CASHUA DR | 1.062549 | B-3 |
| 93 | 00122-01-212 | EDWARDS W S JR | | | 1.193087 | B-3 |
| 94 | 00122-01-213 | EDWARDS W S JR | | 1802 SALLY HILL FARMS BLVD | 1.77857 | B-3 |
| 95 | 00122-01-214 | EDWARDS W S JR | | 1806 SALLY HILL FARMS BLVD | 1.832954 | B-3 |
| 96 | 00122-01-215 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1810 SALLY HILL FARMS BLVD | 1.888704 | B-3 |
| 97 | 00122-01-216 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1814 SALLY HILL FARMS BLVD | 1.949056 | B-3 |
| 98 | 00122-01-217 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1818 SALLY HILL FARMS BLVD | 1.790942 | B-3 |
| 99 | 00122-01-224 | JORDAN WALLACE H | | 1823 SALLY HILL FARMS BLVD | 1.519267 | B-3 |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|-----|--------------|---------------------------------|-----------------------------|----------------------------|-----------------------|--------------------|
| 100 | 00122-01-225 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1819 SALLY HILL FARMS BLVD | 2.182404 | B-3 |
| 101 | 00122-01-226 | ENTRUST CAROLINAS LLC | FBO WALLACE H JORDAN IRA | 1815 SALLY HILL FARMS BLVD | 2.01743 | B-3 |
| 102 | 00122-01-227 | WOOD PROPERTIES-BLUE LINE | LLC | 1811 SALLY HILL FARMS BLVD | 1.953856 | B-3 |
| 103 | 00122-01-238 | BRITT WILLIE F | | 1987 WALL ST | 1.458481 | B-5 |
| 104 | 00122-01-241 | FLOYD PROPERTIES OF FLORENCE | LLC | 1834 SALLY HILL FARMS BLVD | 5.249995 | B-3 |
| 105 | 00122-01-242 | JERNIGAN BRUCE M | | | 1.087466 | B-5 |
| 106 | 00122-01-245 | JERNIGAN BRUCE | | 1920 WALL ST | 1.025861 | B-5 |
| 107 | 00122-01-246 | SOF LLC | | 2623 W SUMTER ST | 3.670293 | B-3 |
| 108 | 00122-01-249 | PHB HOLDINGS INC | | | 0.506285 | B-3 |
| 109 | 00122-01-250 | T & E INVESTMAENTS OF SUMTER | LLC | 1822 SALLY HILL FARMS BLVD | 2.118918 | B-3 |
| 110 | 00122-01-252 | T&E INVESTMENTS OF SUMTER | LLC | 1824 SALLY HILL FARMS BLVD | 1.085328 | B-3 |
| 111 | 00122-01-253 | AVENT FRANK H | | 1826 SALLY HILL FARMS BLVD | 1.102648 | B-3 |
| 112 | 00122-01-254 | FLOYD PROPERTIES OF FLORENCE | LLC | 1828 SALLY HILL FARMS BLVD | 1.119813 | B-3 |
| 113 | 00122-01-255 | FLOYD PROPERTIES OF FLORENCE | LLC | 1830 SALLY HILL FARMS BLVD | 1.136732 | B-3 |
| 114 | 00122-01-258 | JERNIGAN BRUCE | | | 1.024175 | B-5 |
| 115 | 00122-01-259 | DWIGHT M & | HALL BEVERLY B | | 1.017541 | B-3 |
| 116 | 00122-01-260 | ADAMS SANUEL H JR | | | 1.496477 | B-3 |
| 117 | 00122-01-261 | ADAMS SAMUEL H JR | | | 1.361155 | B-3 |
| 118 | 00122-01-262 | ADAMS SAMUEL H JR | | | 1.338711 | B-3 |
| 119 | 00122-01-263 | ADAMS SANUEL H JR | | | 1.317351 | B-3 |
| 120 | 00122-01-271 | CT VENTURES LLC | | | 0.288185 | B-3 |
| 121 | 00122-01-273 | MCMANUS MICHAEL JAY | | | 0.515819 | B-5 |
| 122 | 00122-01-336 | DODSON BROS EXTREMINATING CO | | 1984 WALL ST | 1.450413 | B-5 |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|-----|--------------|---------------------------------|---------------------|--|-----------------------|--------------------|
| 123 | 01211-01-007 | POWERS TURNER PROPERTIES LLC | | 1569 WILLIS CIR;1567 WILLIS CIR;1563 WILLIS CIR;1559 WILLIS CIR;1555 WILLIS CIR;1551 WILLIS CIR;1531 RAMBLER RD;1547 WILLIS CIR;1554 WILLIS CIR;1527 RAMBLER RD;1552 WILLIS CIR;1543 WILLIS CIR;1546 WILLIS CIR;1539 WILLIS CIR;1521 RAMBLER RD;1 | 14.794334 | RU-1 |
| 124 | 01211-01-008 | GOODMAN VERMELL | | 1425 BRIARCLIFF DR | 0.386844 | R-3A |
| 125 | 01211-01-009 | STOCKTON HELEN ANN | | 1419 BRIARCLIFF DR | 0.392945 | R-3A |
| 126 | 01211-01-011 | MCIVER MICHAEL DEWAYNE | | 1411 BRIARCLIFF DR | 0.795051 | R-3A |
| 127 | 01211-01-012 | DUKES RANDY S & | TRAYLOR APRIL L | 1409 BRIARCLIFF DR | 0.36175 | R-3A |
| 128 | 01211-01-013 | POWERS TURNER PROP LLC P/U/C | HIGGINS EMMA LEE | 1407 BRIARCLIFF DR | 0.348269 | R-3A |
| 129 | 01211-01-014 | R & S PROPERTIES OF FLORENCE | LLC | 1401 BRIARCLIFF DR | 0.45029 | R-3A |
| 130 | 01211-01-015 | ELLIOTT WILLIAM WALLACE & | PATRICIA B | 1400 BRIARCLIFF DR | 0.378402 | R-3A |
| 131 | 01211-01-016 | BIDDLE OLIVER WAYNE | | 1402 BRIARCLIFF DR | 0.412657 | R-3A |
| 132 | 01211-01-017 | HOUSING AUTHORITY OF | FLORENCE THE | 1406 BRIARCLIFF DR | 0.343345 | R-3A |
| 133 | 01211-01-018 | HOUSING AUTHORITY OF | FLORENCE THE | 1408 BRIARCLIFF DR | 0.350059 | R-3A |
| 134 | 01211-01-019 | REGISTER HOWARD KENNETH | | 1412 BRIARCLIFF DR | 0.349788 | R-3A |
| 135 | 01211-01-020 | LEE JAMES H | | 1416 BRIARCLIFF DR | 0.349562 | R-3A |
| 136 | 01211-01-021 | JACOB HANS | | 1420 BRIARCLIFF DR | 0.349307 | R-3A |
| 137 | 01211-01-022 | WASHINGTON DOUGLAS | | 1428 BRIARCLIFF DR | 0.37909 | R-3A |
| 138 | 01211-01-023 | HICKSON LEMONA E | | 1432 BRIARCLIFF DR | 0.378818 | R-3A |
| 139 | 01211-01-024 | WHEELER WAYNE & | FLOWERS KATIE HEIRS | 1436 BRIARCLIFF DR | 0.255559 | R-3A |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|-----|--------------|--------------------------------|------------------|---|-----------------------|--------------------|
| 140 | 01211-01-025 | WARNER DAYAN S | | 2008 FAIRFIELD CIR;1343 PINDO CT;1341 PINDO CT;1339 PINDO CT;1337 PINDO CT;1335 PINDO CT;1333 PINDO CT;1331 PINDO CT;1329 PINDO CT;1342 PINDO CT;1340 PINDO CT;1338 PINDO CT;1336 PINDO CT;1334 PINDO CT;1332 PINDO CT;1330 PINDO CT;1327 PINDO C | 6.451444 | RU-1 |
| 141 | 01211-01-026 | JARRELL WILLIAM T | | 1922 FAIRFIELD CIR | 4.968834 | RU-1 |
| 142 | 01211-01-027 | JONES FRANCES T (LE) | | 1914 LOT FAIRFIELD CIR;1914 LOT 1 FAIRFIELD CIR;1914 LOT 2 FAIRFIELD CIR;1914 LOT 3 FAIRFIELD CIR;1914 LOT 5 FAIRFIELD CIR;1910 FAIRFIELD CIR | 5.050553 | RU-1 |
| 143 | 01211-01-028 | JONES ELSIE W | | 1900 LOT 2 FAIRFIELD CIR;1900 LOT 3 FAIRFIELD CIR;1900 LOT 4 FAIRFIELD CIR;1900 LOT 7 FAIRFIELD CIR;1900 LOT 6 FAIRFIELD CIR;1900 LOT 8 FAIRFIELD CIR | 4.089695 | RU-1 |
| 144 | 01211-01-029 | JONES ELSIE W | | 1832 FAIRFIELD CIR | 0.569755 | B-3 |
| 145 | 01211-01-031 | SINGLETERY VANESSA | | 1824 FAIRFIELD CIR | 1.059995 | B-3 |
| 146 | 01211-01-032 | NORMAN VARA LOUISE GALLOWAY | | 1816 LOT 3 FAIRFIELD CIR;1816 LOT 4 FAIRFIELD CIR;1816 LOT 1 FAIRFIELD CIR;1816 2 FAIRFIELD CIR;1816 FAIRFIELD CIR;1814 FAIRFIELD CIR | 1.464359 | B-3 |
| 147 | 01211-01-033 | TRUE FOUNDATION OF CHRIST | CHURCH WORLDWIDE | 1810 FAIRFIELD CIR | 0.339963 | B-3 |
| 148 | 01211-01-034 | INDIAN DRIVE PROPERTIES | | | 1.142266 | B-3 |
| 149 | 01211-01-035 | SAMPSON PROPERTIES LLC | | 1451 N CASHUA DR | 4.198744 | B-3 |
| 150 | 01211-01-036 | RIGG LLC | | | 0.75208 | B-3 |
| 151 | 01211-01-037 | RIGGS LLC | | 1435 N CASHUA DR | 5.070968 | B-3 |
| 152 | 01211-01-038 | FLORENCE CONCRETE PRODUCTS | INC | | 1.19368 | B-3 |

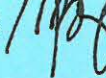
| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|-----|--------------|-----------------------------|------------------------------|---------------------------------------|-----------------------|--------------------|
| 153 | 01211-01-039 | FLORENCE CONCRETE PRODUCTS | INC | 1517 N CASHUA DR | 1.665189 | B-3 |
| 154 | 01211-01-040 | FLORENCE CONCRETE PRODUCTS | INC | 1511 N CASHUA DR | 0.927173 | B-3 |
| 155 | 01211-01-041 | IN-HOUSE REALTY LLC | | 1505 A N CASHUA DR;1505 B N CASHUA DR | 0.362681 | B-3 |
| 156 | 01211-01-042 | LESTER LOUISE RAINEY | | 1813 FAIRFIELD CIR | 0.489721 | B-3 |
| 157 | 01211-01-043 | BACOTE ROBERT B | | 1815 FAIRFIELD CIR | 0.497858 | B-3 |
| 158 | 01211-01-044 | FLORENCE CONCRETE PROD CO | | | 0.706868 | B-3 |
| 159 | 01211-01-045 | FLORENCE CONCRETE PROD INC | | | 5.738747 | B-3 |
| 160 | 01211-01-046 | FLORENCE CONCRETE PRODUCTS | CO INC | | 6.060022 | B-3 |
| 161 | 01211-01-047 | WELLS DORIS MCLEOD | | 1917 FAIRFIELD CIR | 0.35494 | B-3 |
| 162 | 01211-01-048 | BAXLEY ETTA MAE (LE) & | ELIZABETH DAWN | 1919 FAIRFIELD CIR | 0.261371 | B-3 |
| 163 | 01211-01-049 | ALTMAN CONNIE JANE | | 1506 DAVIS RD | 0.272738 | B-3 |
| 164 | 01211-01-050 | ALTMAN CONNIE JANE | | | 0.756861 | B-3 |
| 165 | 01211-01-051 | BELL ALBERT L & | BELL BETTY J | | 0.37873 | B-3 |
| 166 | 01211-01-052 | BELL ALBERT L & | BELL BETTY J | | 0.318744 | B-3 |
| 167 | 01211-01-054 | MACK GEORGE A & MARTA | | 2001 FAIRFIELD CIR | 0.250647 | B-3 |
| 168 | 01211-01-055 | JACKSON ROBERT ETAL | | 2007 FAIRFIELD CIR | 4.425474 | B-3 |
| 169 | 01211-01-056 | MAHAVIR & MUNI INC | | | 7.003862 | B-3 |
| 170 | 01211-01-067 | MAHAVIR & MUNI INC | | 1920 W LUCAS ST | 3.191916 | B-3 |
| 171 | 01211-01-068 | WILSON ALMETTA ANDERSON | C/O FIRST FLORENCE CORP | 1914 W LUCAS ST | 3.94613 | B-3 |
| 172 | 01211-01-069 | MCDONALD'S REAL ESTATE CO | | 1908 W LUCAS ST | 1.149019 | B-3 |
| 173 | 01211-01-070 | G6 HOSPITALITY PROPERTY LLC | ATTN: TAX DEPT | 1834 W LUCAS ST | 4.480231 | B-3 |
| 174 | 01211-01-072 | CRACKER BARREL OLD COUNTRY | STORE INC #69 ATTN: PROP MGT | 1824 W LUCAS ST | 2.105387 | B-3 |
| 175 | 01211-01-075 | RIGG LLC C/O | INTERNATIONAL KNIFE & SAW | 1441 N CASHUA DR | 0.798294 | B-3 |
| 176 | 01211-01-076 | HICKS GLORIA DEAN | | 1423 BRIARCLIFF DR | 0.389905 | R-3A |

| | TMS | OWNER NAME | OWNER NAME 2 | VERIFIED PHYSICAL ADDRESS | CALCULATED ACREAGE | PROPOSED ZONING |
|-----|--------------|---------------------------------|-------------------|---|-----------------------|--------------------|
| 177 | 01211-01-077 | DOUGLAS JOSIE | | 1424 BRIARCLIFF DR | 0.379404 | R-3A |
| 178 | 01211-01-078 | WILLIAMS JOSHUA C | | 1904 FAIRFIELD CIR | 0.2973 | RU-1 |
| 179 | 01211-01-081 | COOPER MYRTLE | | 1908 LOT A FAIRFIELD CIR;1908 LOT FAIRFIELD CIR;1908 LOT FAIRFIELD CIR | 0.598713 | RU-1 |
| 180 | 01211-01-084 | FLORENCE CONCRETE PRODUCTS | CO INC | | 0.516552 | B-3 |
| 181 | 01211-01-085 | PAUL LILA H | | 1507 DAVIS RD | 0.27328 | B-3 |
| 182 | 01211-01-088 | RIGG LLC | | | 2.75573 | B-3 |
| 183 | 01211-01-089 | WILLIAMS GARY | | 2113 FAIRFIELD CIR | 0.847293 | B-3 |
| 184 | 01211-01-091 | SOAP N SUDS LLC C/O | DENNIS DORMAN | | 0.701591 | B-3 |
| 185 | 01211-01-092 | SINKFIELD RICHARD H & | GEORGANNA T | 2015 FAIRFIELD CIR | 0.839686 | B-3 |
| 186 | 01211-01-094 | HARDEE'S RESTAURANTS LLC | | 1902 W LUCAS ST | 0.945925 | B-3 |
| 187 | 01211-01-095 | SOAP N SUDS LLC C/O | DENNIS DORMAN | | 0.481508 | RU-1 |
| 188 | 01211-01-096 | SANSBURY FRED H | | 1924 W LUCAS ST | 1.308687 | B-3 |
| 189 | 01211-01-097 | AMI HOSPITALITY INC | | 1832 1/2 W LUCAS ST | 1.259521 | B-3 |
| 190 | 01211-01-098 | JEFFREY W LEE INC | | 1832 W LUCAS ST | 1.24882 | B-3 |
| 191 | 01211-01-099 | PREMIER HOTEL GROUP LLC | | 1826 W LUCAS ST | 2.118485 | B-3 |
| 192 | 01211-01-100 | ALTMAN CONNIE JANE | | | 0.889633 | B-3 |
| 193 | 01211-01-102 | HOTEL VENTURES OF FLORENCE | INC | 1808 W LUCAS ST | 1.346969 | B-3 |
| 194 | 01211-01-103 | ATLANTIC FINANCIAL GROUP LTD | ATT:TAX & LICENSE | 1812 W LUCAS ST | 1.159528 | B-3 |
| 195 | 01211-01-104 | HOTEL VENTURES OF FLORENCE | INC | | 0.402303 | B-3 |
| 196 | 01211-01-117 | SWINTON SAMANTHA M & | MYERS AREECE | 1429 BRIARCLIFF DR | 0.383813 | R-3A |
| 197 | 01211-01-118 | WILLIAMS TOMMIE & ELLEN | | briarcliff | 0.373339 | R-3A |
| 198 | 01211-01-119 | SHILOH UNITED APOSTOLIC | CHURCH | 2016 FAIRFIELD CIR | 0.153215 | B-3 |

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 20, 2014

AGENDA ITEM: Ordinance No. 10-2014/15
Second Reading

DEPARTMENT: Planning and Building Department / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Code, Chapter 30 – Zoning Ordinance, Sec. 30-264. Responsibility of Administrative Official, Sec. 30-293. Board of Zoning Appeals.; And Other Matters Related Thereto.] (*Planning Commission approved 7-0: All Council Districts*)

POINTS TO CONSIDER:

1. Periodically staff reviews ordinance items that need to be updated to meet the needs of Florence County as a whole. The amendments proposed provide more discretion to staff when there is proposed development in special flood hazard district.
2. The proposed amendment changes clarify the Zoning Administrators responsibilities for development in the special flood hazard district and provide a guide for when a variance is requested from Division 4. FH Flood Hazard District Section of the Zoning Ordinance.
3. The Planning Commission and Building Department staff developed the amendments to make the Ordinance compliant with the Department of Homeland Security's Federal Emergency Management agency (FEMA) additional requirements.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 10-2014/15 New Proposed
2. Staff report for PC#2014-08

| | | |
|------------------------------------|---------------------------|----------------------------------|
| Sponsor(s) | : Engineering Department | I, _____, |
| Planning Commission Consideration | : September 23, 2014 | Council Clerk, certify that this |
| Planning Commission Public Hearing | : September 23, 2014 | Ordinance was advertised for |
| Planning Commission Recommendation | : September 23, 2014[7-0] | Hearing on _____. |
| First Reading/Introduction | : October 16, 2014 | |
| Committee Referral | : | |
| Second Reading | : November 20, 2014 | |
| Third Reading | : | |
| Effective Date | : Immediately | |

ORDINANCE NO. 10-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Florence County Code, Chapter 30 – Zoning Ordinance, Section 30-264. Responsibility Of Administrative Official, Section 30-293. Board Of Zoning Appeals.; And Other Matters Related Thereto.)

WHEREAS:

1. Chapter 30 – Zoning Ordinance was adopted into the Florence County Code of Ordinances on June 7, 2007; and
2. On June 16, 2014 FEMA completed a re-evaluation of the Flood Hazards in Florence County; and
3. The proposed amendment changes clarify the Zoning Administrator responsibilities for development in the special flood hazard district and provide a guide for when a variance is requested from Division 4. FH Flood Hazard District Section of the Zoning Ordinance.

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

1. **Chapter 30 – Zoning Ordinance, Section 30-264. Responsibility of administrative official.** is hereby amended as follows:
 - a) deleting the following text: “In designated flood hazard areas, delineated on FEMA maps, the zoning administrator shall have the following additional responsibilities:”; and,
 - b) inserting in lieu thereof the following text: “In designated flood hazard areas, delineated on FEMA maps, the zoning administrator shall follow the procedures set forth by Division 4. FH Flood Hazard District of this Ordinance; and,
 - c) deleting the following sections: (10) through (18)c.
2. **Section 30-293. Board of zoning appeals.** is hereby amended by inserting the following:

(k) *Exceptions.* The Board of Zoning Appeals does not have the authority to issue variances or special exceptions of Division 4. FH Flood Hazard District of this Ordinance. Refer to Section 30-63 of this Ordinance for procedures in granting variances or special exceptions of Division 4. FH Flood Hazard District.

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

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

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, September 23, 2014
PC#2014-08
ORDINANCE NO. 10-2014/15**

SUBJECT: Text amendment request of the Florence County Code of Ordinances, Chapter 30 – Zoning Ordinance, Sec. 30-264. Responsibility of administrative official, Sec. 30-293. Board of zoning appeals.

APPLICANT: Florence County Planning & Building Department

STAFF ANALYSIS:

Periodically staff reviews ordinance items that need to be updated to meet the needs of Florence County as a whole. The amendments proposed provide more discretion to staff when there is proposed development in special flood hazard district.

The proposed amendment changes clarify the Zoning Administrators responsibilities for development in the special flood hazard district and provides a guide for when a variance is requested from Division 4. FH Flood Hazard District Section of the Zoning Ordinance.

The Florence County Code, Chapter 30 – Zoning Ordinance, Sec. 30-264. Responsibility of administrative official, Sec. 30-293. Board of zoning appeals. The Text amendment shall read as follows:

Sec. 30-264. Responsibility of administrative official.

Administrative responsibilities shall include, but are not limited to, the following:

- (1) Interpretation of the general intent and/or specific meaning of any portion of the ordinance text, position of district boundaries, district designation, or other matters relating to the official zoning maps (atlas).
- (2) Maintain the official zoning maps (atlas) and record all amendments to and information thereon.
- (3) Maintain copies of this chapter for public inspection and have up to date copies available to the public. A mailing list of ordinance holders shall be kept in order to expedite dissemination of any annual amendments to the text.
- (4) Provide public information relating to zoning matters including scheduled meetings of the Florence County Planning Commission and Florence County Board of Zoning Appeals.
- (5) Receive, process, and record all applications for certificates of zoning compliance, zoning amendments, planned development projects, and variance requests with accompanying plans and documents which shall be a public record.

- (6) Register and maintain records and maps on non-conforming uses, structures, and undeveloped lots.
- (7) Receive and process applications for change and/or relief as provided for in article IX of this chapter.
- (8) Appear before and provide assistance to the Florence County Planning Commission and the Florence County Board of Zoning Appeals.
- (9) Revoke permits or certificates in violation of the provisions of this chapter.

In designated flood hazard areas, delineated on FEMA maps, the zoning administrator shall follow the procedures set forth by Division 4. FH Flood Hazard District of this ordinance. ~~have the following additional responsibilities:~~

- ~~(10) Advise applicants that additional federal and state permits may be required, and assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.~~
- ~~(11) Notify adjacent property owners and the S.C. Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.~~
- ~~(12) Assure that appropriate maintenance is provided for in writing by the owner within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~
- ~~(13) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures.~~
- ~~(14) Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood proofed.~~
- ~~(15) Obtain certification from a registered professional engineer or architect when flood proofing is utilized for a particular structure.~~
- ~~(16) Obtain, review, and utilize any base flood elevation data available from a federal, state, or other source when such data are not available from FEMA.~~
- ~~(17) Maintain all records pertaining to the provisions of this chapter, which records shall be open for public inspection during workday hours.~~
- ~~(18) Review Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposal shall be reviewed to assure that:~~

- a. ~~All such proposals are consistent with the need to minimize flood damage within the flood-prone area;~~
- b. ~~All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;~~
- c. ~~Adequate drainage is provided to reduce exposure to flood hazards.~~

Sec. 30-293. Board of zoning appeals.

- (a) *Board of zoning appeals; membership; terms of office; vacancies; compensation.* As a part of the administrative mechanism designed to enforce the Zoning Ordinance, the Zoning Ordinance may provide for the creation of a board to be known as the board of zoning appeals. Local governing bodies with a joint planning commission and adopting a common Zoning Ordinance may create a board to be known as the joint board of appeals. All of these boards are referred to as the board.

The Florence County Board of Zoning Appeals shall be established by county council by ordinance.

- (b) *Board of zoning appeals; officers; rules; meetings; notice; records.* The board shall elect one of its members chairman, who shall serve for one year or until he is re-elected or his successor is elected and qualified. The board shall appoint a secretary who may be an officer of the governing authority or of the zoning board. The board shall adopt rules of procedure in accordance with the provisions of an ordinance adopted pursuant to this chapter. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. Public notice of all meetings of the board of appeals shall be provided by publication in a newspaper of general circulation in the municipality or county. In cases involving variances or special exceptions conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the board and must be a public record. The election of officers shall occur at the July meeting or the first meeting thereafter.
- (c) *Powers of board of appeals; variances; special exceptions; remand; stay; hearing; decisions and orders.* The board of appeals has the following powers:

- (1) To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the Zoning Ordinance;
- (2) To hear and decide appeals for variance from the requirements of the Zoning Ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:
 - a. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - b. These conditions do not generally apply to other property in the vicinity;
 - c. Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
 - d. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.
 1. The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, if a variance is granted, may not be considered grounds for a variance. Other requirements may be prescribed by the Zoning Ordinance.
 2. In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare;
- (3) To permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the Zoning Ordinance; and
- (4) To remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time

certain within 60 days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.

Appeals to the board may be taken by any person aggrieved or by any officer, department, board, or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the Zoning Ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of appeals notice of appeal specifying the grounds for the appeal. If no time limit is provided, the appeal must be taken within 30 days from the date the appealing party has received actual notice of the action from which the appeal is taken. The officer from whom the appeal is taken immediately must transmit to the board all the papers constituting the record upon which the action appealed from was taken.

An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed other than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown. The board must fix a reasonable time for the hearing of the appeal or other matter referred to the board, and give at least fifteen days' public notice of the hearing in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the appeal or matter within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.

In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end, has all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in the execution of the duties specified in this chapter, may subpoena witnesses and in case of contempt may certify this fact to the circuit court having jurisdiction.

All final decisions and orders of the board must be in writing and be permanently filed in the office of the board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified mail.

- (d) *Contempt; penalty.* In case of contempt by a party, witness, or other person before the board of appeals, the board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.
- (e) *Appeal from zoning board of appeals to circuit court; pre-litigation mediation; filing requirements.* A person who may have a substantial interest in any decision of the board of appeals or an officer or agent of the appropriate governing authority may appeal from a decision

of the board to the circuit court in and for the county, by filing with the clerk of the court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within 30 days after the decision of the board is mailed.

A property owner whose land is the subject of a decision of the board of appeals may appeal either:

- (1) As provided in subsection (a); or
- (2) By filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with S.C. Code 1976, § 6-29-825.

Any notice of appeal and request for pre-litigation mediation must be filed within 30 days after the decision of the board is postmarked.

Any filing of an appeal from a particular board of appeals decision pursuant to the provisions of this chapter must be given a single docket number, and the appellant must be assessed only one filing fee pursuant to S.C. Code 1976, § 8-21-310(11)(a).

- (f) *Pre-litigation mediation; notice; settlement approval; effect on real property; unsuccessful mediation.* If a property owner files a notice of appeal with a request for pre-litigation mediation, the request for mediation must be granted, and the mediation must be conducted in accordance with South Carolina Circuit Court Alternative Dispute Resolution Rules and this section. A person who is not the owner of the property may petition to intervene as a party, and this motion must be granted if the person has a substantial interest in the decision of the board of appeals.

The property owner or his representative, any other person claiming an ownership interest in the property or his representative, and any other person who has been granted leave to intervene pursuant to subsection (a) or his representative must be notified and have the opportunity to attend the mediation. The governmental entity must be represented by at least one person for purposes of mediation.

Within five working days of a successful mediation, the mediator must provide the parties with a signed copy of the written mediation agreement.

Before the terms of a mediation settlement may take effect, the mediation settlement must be approved by:

- (1) The local legislative governing body in public session; and
- (2) The circuit court as provided in subsection 30-293(g).

Any land use or other change agreed to in mediation which affects existing law is effective only as to the real property which is the subject of the mediation, and a settlement agreement sets no precedent as to other parcels of real property.

If mediation is not successful or if the mediated settlement is not approved by the local legislative governing body, a property owner may appeal by filing a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The petition must be filed with the circuit court within 30 days of:

- (1) The report of an impasse as provided in the South Carolina Circuit Court Alternative Dispute Resolution Rules; or
- (2) The failure to approve the settlement by the local governing body.

The circuit court judge must approve the settlement if the settlement has a rational basis in accordance with the standards of this chapter. If the mediated settlement is not approved by the court, the judge must schedule a hearing for the parties to present evidence and must issue a written opinion containing findings of law and fact. A party may appeal from the decision:

- (1) In the same manner as provided by law for appeals from other judgments of the circuit court; or
- (2) By filing an appeal pursuant to subsection (f).

(g) *Notice of appeal; transcript; supersedes.* Upon the filing of an appeal with a petition as provided in S.C. Code 1976, § 6-29-820(A) or § 6-29-825(F), the clerk of the circuit court must give immediate notice of the appeal to the secretary of the board and within thirty days from the time of the notice, the board must file with the clerk a duly certified copy of the proceedings held before the board of appeals, including a transcript of the evidence heard before the board, if any, and the decision of the board including its findings of fact and conclusions.

The filing of an appeal in the circuit court from any decision of the board does not ipso facto act as a supersedes, but the judge of the circuit court may in his discretion grant a supersedes upon such terms and conditions as may seem reasonable and proper.

(h) *Determination of appeal; costs; trial by jury.* At the next term of the circuit court or in chambers, upon ten days' notice to the parties, the presiding judge of the circuit court of the county must proceed to hear and pass upon the appeal on the certified record of the board proceedings. The findings of fact by the board of appeals must be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the zoning board of appeals for rehearing. In determining the questions presented by the appeal, the court must determine only whether the decision of the board is correct as a matter of law. In the event that the decision of the board is reversed by the circuit court, the board is charged with the costs, and the costs must be paid by the governing authority which established the board of appeals.

When an appeal includes no issues triable of right by jury or when the parties consent, the appeal must be placed on the nonjury docket. A judge, upon request by any party, may in his discretion give the appeal precedence over other civil cases. Nothing in this subsection prohibits a property owner from subsequently electing to assert a pre-existing right to trial by jury of any issue beyond the subject matter jurisdiction of the board of appeals, such as, but not limited to, a determination of the amount of damages due for an unconstitutional taking.

- (i) *Appeal to supreme court.* A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the manner provided by the South Carolina Appellate Court Rules.
- (j) *Financing of board of zoning appeals.* The governing authority may appropriate such monies, otherwise unappropriated, as it considers fit to finance the work of the board of appeals and to generally provide for the enforcement of any zoning regulations and restrictions authorized under this chapter which are adopted and may accept and expend grants of money for those purposes from either private or public sources, whether local, state, or federal.
- (k) Exceptions. The board of zoning appeals does not have the authority to issue variances or special exceptions of Division 4. FH Flood Hazard District of this ordinance. Refer to Sec. 30-63 of this ordinance for procedures in granting variances or special exceptions of Division 4. FH Flood Hazard District.

Florence County Planning Commission Action: September 23, 2012:

The seven Planning Commission members present voted unanimously to recommend approval of the request to Florence County Council in order to keep County Ordinances current and accurate.

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Second Reading of Ordinance No. 11-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Award, Execution, And Delivery Of A Performance Contract For Energy And Utility Conservation Measures By Florence County, South Carolina; Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Of Not Exceeding \$8,000,000, Relating To Such Performance Contract; Authorizing The Execution Of Other Necessary Documents And Papers; And Other Matters Relation Thereto.)

POINTS TO CONSIDER:

1. At its regular meeting on May 15, 2014, County Council approved the Award Of Guaranteed Energy Savings Services To Pepco Energy Services, Inc. (Pepco)
2. For the past few months, Pepco has been performing an Investment Grade Energy Audit (IGEA). During this audit, Pepco has visited each of the County's over 30 buildings to identify potential energy conservation measures.
3. Pepco has now completed its audit and is recommending numerous energy conservation measures. The cost to purchase and install the items recommended by Pepco will not exceed \$8,000,000 and will be financed by a lease purchase agreement with a term of approximately fifteen years.
4. As a part of its contract, Pepco is guaranteeing that the annual utility cost savings will be in an amount sufficient enough to fund the annual lease payment. Therefore, Florence County will incur no additional increase in cost to its annual budget from the purchase and installation of these energy conservation measures or from the annual lease payments.

FUNDING FACTORS:

There is no need for increased funding for this project. The annual utility cost savings from the energy conservation measures will be in an amount sufficient to make the annual payments on the lease.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 11-2014/15
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 11-2014/15.

Sponsor(s) : Finance Department
First Reading : October 16, 2014
Committee Referral : October 16, 2014 (A&F)
Committee Consideration Date : November 6, 2014
Committee Recommendation :
Public Hearing : November 20, 2014
Second Reading : November 20, 2014
Third Reading :
Effective Date :

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

ORDINANCE NO. 11-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE AWARD, EXECUTION, AND DELIVERY OF A PERFORMANCE CONTRACT FOR ENERGY AND UTILITY CONSERVATION MEASURES BY FLORENCE COUNTY, SOUTH CAROLINA; AUTHORIZING THE AWARD, EXECUTION, AND DELIVERY OF A LEASE PURCHASE AGREEMENT BY FLORENCE COUNTY, SOUTH CAROLINA IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$8,000,000, RELATING TO SUCH PERFORMANCE CONTRACT; AUTHORIZING THE EXECUTION OF OTHER NECESSARY DOCUMENTS AND PAPERS; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the Florence County Council, the governing body of Florence County, South Carolina, in meeting duly assembled:

ARTICLE I
FINDINGS OF FACT

Florence County Council (the "County Council"), the governing body of Florence County, South Carolina (the "County"), has made the following findings of fact:

Section 1.01

The County Council has determined that a very real need exists for and that it is necessary for the County to acquire certain energy and utility conservation measures, specifically including items of equipment (collectively, the "Equipment"), the installation and use of which will result in reduced electrical and water usage in various County facilities (the "Facilities"), as well as HVAC efficiency with respect to the Facilities. The Equipment is more fully described and identified in the Performance Contract (as hereinafter defined and as attached in form hereto as Exhibit "A").

The County has heretofore solicited and accepted proposals for the provision of a savings guarantee premised on the installation of the Equipment, and has awarded the contract to Pepco Energy Services ("Pepco"), which has agreed to provide and manage the installment of the Equipment and to provide a savings guarantee with respect thereto, all pursuant to a Performance Contract (the "Performance Contract") between the County and Pepco. The County Council has determined that Pepco is a vendor of energy and utility efficient products within the meaning of Section 48-52-660 of the South Carolina Code of Laws of 1976, as amended (the "S.C. Code"), and a provider of guaranteed energy and utility savings contracts within the meaning of Section 48-52-670 of the S.C. Code. The County Council has further determined that the methodology pursuant to which the guarantee of energy and utility cost savings is to be calculated is in compliance with said Sections 48-52-660 and 48-52-670, that the costs of financing the Equipment and paying for all related costs and services are less than the amount of such guarantee, and that therefore the County's proposed financing of the costs of the Equipment is not a "financing agreement" within the meaning of Section 11-27-110 of the S.C. Code.

The cost of the Equipment to be provided by Pepco is estimated to be not exceeding \$8,000,000. The County Council has determined after due investigation that it is in the best interests of the County to finance the purchase of the Equipment through a Lease with Option to Purchase Agreement in accordance with the terms of this Ordinance. The County Council has determined to accept the guarantee of energy and utility cost savings offered by Pepco. In connection therewith, the County Council finds that the savings to be achieved through the acquisition of the Equipment will exceed the costs thereof, and the periodic payments required under such financing may be made from savings in the County's utility budget. The County Council has further found that the aggregate of energy and utility cost savings guaranteed by Pepco will exceed the cost of acquisition of the Equipment and all related periodic charges and expenses under the Performance Contract.

ARTICLE II
AUTHORIZATION

Section 2.01 **Approval of the Performance Contract.**

As described in the recitals to this Ordinance, the County has solicited proposals from various

providers of energy and utility conservation measures and has determined that Pepco offered the most favorable terms for such measures. Accordingly, the County Council hereby determines that Pepco shall be selected as the vendor of the energy and utility conservation measures and thus of the Equipment. The County Council hereby further approves the entry by the County into a Performance Contract with Pepco in an initial amount (exclusive of periodic service charges as set forth therein) not to exceed \$8,000,000 (the "Performance Contract") to acquire the Equipment and related services. All prior actions of County officials and Pepco in furtherance of the purposes of this Ordinance are hereby ratified, approved, and confirmed.

Section 2.02 Approval of the Financing.

The County Council hereby further approves the entry by the County into a Lease with Option to Purchase Agreement in principal amount not to exceed \$8,000,000 (the "Agreement") to finance the purchase of the Equipment. The Agreement will bear interest at a rate that will not exceed that which will allow all amounts payable thereunder to be paid from the guaranteed savings under the Performance Contract. The Agreement shall be payable at such times and in such amounts as set forth therein, and shall contain such terms as shall be approved by the County Administrator of the County (the "County Administrator") with the advice of the County's Finance Director and legal counsel.

The Agreement shall not constitute a debt of the County, and the full faith, credit, and taxing power of the County shall not be pledged to secure payment of rental payments or other sums due pursuant to the Agreement.

The County Administrator is hereby authorized to solicit proposals from various financial institutions for the financing of the Equipment and to select such institution offering the most favorable terms to the County as the financing counterparty.

Section 2.03 Authorization to Contract.

The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Performance Contract, the Agreement, and all necessary or associated documents to Pepco, the lender under the Agreement, and other appropriate parties.

The Performance Contract shall be in form substantially similar to that attached hereto as Exhibit "A", together with such changes, not inconsistent herewith, as may be approved by the County Administrator. The execution of the Performance Contract by the County Administrator shall constitute conclusive evidence of approval of the terms and conditions of the Performance Contract, the amount thereof, and the Equipment to be delivered pursuant to the Performance Contract.

The form of the Agreement shall be as agreed to by the County Administrator, in consultation with the County's legal counsel, and the lending institution selected to be the counterparty under the Agreement, provided that the amount of principal advanced under the Agreement shall not exceed \$8,000,000.

Section 2.04 Other Documents.

The County Administrator is hereby authorized to take such actions and to execute any and all other documents, instruments, certificates, or other papers, each consistent with the terms of this Ordinance, as he deems necessary and appropriate, with the advice of counsel, to accomplish the transactions contemplated by this Ordinance.

Section 2.05 Repealer.

All prior Ordinances and other actions of the County and any portions thereof conflicting with the terms of this Ordinance are hereby repealed.

Section 2.06 Effective Date of Ordinance.

This Ordinance shall become effective upon the adoption thereof.

ARTICLE III
CERTAIN MATTERS PERTAINING TO THE INTERNAL REVENUE CODE

Section 3.01 General Tax Covenants.

The County will comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the tax-exempt status of the Agreement including, without limitation, the requirement to file the information report pertaining to the Agreement with the Internal Revenue Service.

Section 3.02 General Tax Representations and Covenants.

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause the interest component of rental payments made pursuant to the Agreement to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original execution of the Agreement. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Agreement will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Agreement or any facility financed with the proceeds of the Agreement to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to or nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Agreement that do not conform to the guidelines set forth in Revenue Procedure 97-13, as may be modified by subsequent pronouncements of the United States Treasury Department applicable thereto.

(d) The County will not sell or lease the Equipment or any property provided by the Agreement to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Agreement.

(e) The Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County has not entered into any leases or sales or service contract with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of

nationally recognized bond counsel that such action will not affect the tax exemption of the Agreement.

(f) No portion of the proceeds of the Agreement will be used as a substitute for other funds which were otherwise to be used to pay the costs of the Equipment. The County Council has determined, based on its own investigations and reasonable expectations and a certificate delivered by Pepco, that the weighted average maturity of the Agreement does not exceed 120% of the reasonably expected economic life of the Equipment.

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

Exhibit A
Form of Performance Contract

Draft

ENERGY, WATER, AND WASTEWATER SERVICES PERFORMANCE CONTRACT

This Energy, Water, and Wastewater Services Performance Contract (this "**Contract**") is entered into by and between the Owner:

Owner: Florence County Government
Address: 180 N. Irby Street
MSC-R
Florence, SC 29501

and the Energy, Water, and Wastewater Service Company (Contractor):

Contractor Name: Pepco Energy Services, Inc.
Address: 1300 North 17th Street
Suite 1500
Arlington, VA 22209

As of the date of execution set forth below; whereby the Contractor agrees to implement the energy, water , and wastewater conservation measures and perform the other services set forth in this Contract, including in the attached schedules.

The Contractor agrees to implement the Project and perform the Contract Services, as hereinafter defined, at the buildings owned by the Owner:

Project Name: Guaranteed Energy Savings Services
Project Number: RFP NO. 23-13/14
Site(s):

| # | SITE NAME | ADDRESS |
|----|----------------------------------|---|
| 1 | Florence Library | 509 S. Dargan Street, Florence, SC 29506 |
| 2 | Public Services Bldg (Florence) | 2685 S. Irby Street, Florence, SC 29505 |
| 3 | Law Enforcement Center | 6719 Friendfield Rd, Effingham, SC 29541 |
| 4 | Public Works Bldg (Effingham) | 6746 Friendfield Rd, Effingham, SC, 29541 |
| 5 | Pamplico Library | 100 East Main Sreet, Pamplico, SC 29583 |
| 6 | Florence Magistrate | 180 N. Irby Street, Florence, SC 29501 |
| 7 | Pamplico Magistrate | 124 East Third Avenue, Pamplico, SC 29583 |
| 8 | Family Court/HR - storage | 145 N. Irby Street, Florence, SC 29501 |
| 9 | Juvenile Drug Court | 147 N. Irby Street, Florence, SC 29501 |
| 10 | PTI Office - Solicitor's Office | 157 N. Irby Street, Florence, SC 29501 |
| 11 | County Complex Bldg | 180 N. Irby Street, Florence, SC 29501 |
| 12 | Olanta Library | 404 E. Hampton Street, Olanta, SC 29114 |
| 13 | Voter Registration | 219 Third Loop Road, Florence, SC 29505 |
| 14 | Olanta Magistrate | 220 East Main Street, Olanta, SC 29114 |
| 15 | Lake City Library | 221 E. Main Street, Lake City, SC 29560 |
| 16 | Johnsonville Library | 242 S. Georgetown Hwy, Johnsonville, SC 29555 |
| 17 | Timmons ville Library | 298 W. Smith Street, Timmons ville, SC 29161 |
| 18 | Public Service Bldg (Lake City) | 345 S. Ron McNair Blvd, Lake City, SC 29560 |
| 19 | Planning and Building Inspection | 518 S. Irby Street, Florence, SC 29501 |
| 20 | EMS HQ (Florence) | 527 S. Church Street, Florence, SC 29501 |

| # | SITE NAME | ADDRESS |
|----|--------------------------------|---|
| 21 | Leathermen Senior Center | 600 Senior Way, Florence, SC 29505 |
| 22 | Florence County Parks and Rec. | 710 S. Irby Street, Florence, SC 29504 |
| 23 | EMS Station 3 (Florence) | 940 Old Ebenzer Road, Florence, SC 29501 |
| 24 | EMS Station (Pamplico) | 959 S. Pamplico Hwy, Pamplico, 29583 |
| 25 | Enviromental Services | 1487 Pound Road, Effingham, SC 29541 |
| 26 | City County Civic Center | 3300 W. Radio Drive, Florence, SC 29501 |
| 27 | EMS Station 4 (Olanta) | 3501 Olanta Hwy., Olanta, SC 29114 |
| 28 | Impound house | Friendfield Rd, Effingham, SC, 29541 |
| 29 | Lake City Health Department | 137 N. Acline Street, Lake City, SC 29560 |
| 30 | Health Department Annex | 1705 W. Evans Street, Florence SC 29501 |

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

| | | | |
|-----------|-----------------------------|-----------|--------------------------------|
| By | <u>K.G. Smith, Jr.</u> | By | <u>Mark Kumm</u> |
| Signature | _____ | Signature | _____ |
| Title | <u>County Administrator</u> | Title | <u>Chief Operating Officer</u> |
| Date | _____ | Date | _____ |
| | Owner | | Contractor |

RECITALS

WHEREAS the Owner is willing to have installed within the Site the equipment and related work described in Schedule A that comprises the Project;

WHEREAS the Owner desires to retain the Contractor to complete the Project and provide initial start-up, training, monitoring, verification of savings, and other services, as more fully set forth herein; and

WHEREAS the Owner desires to enter into a contract with the Contractor to achieve energy and maintenance cost reductions within the Site, subject to the terms and conditions of the Contract; and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

PART I - REPRESENTATIVES

1. OWNER'S REPRESENTATIVES:

- a. Customer designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the responsibility for and, subject to Section 3.2 of this Contract, the authority to resolve disputes under Section 7.3 of the Contract:

Name: Kevin Yokim, CPA, CGFO
Title: Florence County Finance Director
Address: 180 N. Irby Street, MSC-H Florence, SC, 29501
Telephone: (843) 665-3013 **FAX:** (843) 665-4515
Email: kyokim@florenceco.org

2. CONTRACTOR'S REPRESENTATIVES: Pursuant to Section 5.3 of the Contract, Contractor shall designate key personnel including a Senior Representative and a Contractor's Representative.

PART II - DEFINITIONS

All capitalized terms used in this Contract shall have the meaning set forth below, or in Schedule B, Section I:

1. "Change Order" means a written change in the Project executed by both Parties that, pursuant to Article 8, specifies changes in the Contract Services and, if applicable, changes in the Contract Sum and Contract Time, all of which is within the general scope or intent of the project.
2. "Concealed Conditions" means subsurface or otherwise concealed physical conditions at the Site of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, and that the Contractor could not have discovered through the exercise of reasonable diligence during the performance of the Investment Grade Energy Audit.
3. "Confidential Information" is defined in Section 15.3.
4. "Conservation Measures" and each, an "Conservation Measure", means the equipment, devices, materials, and/or software to be installed at the Site by the Contractor and all related services as described in Schedule A.
5. "Construction Operations Phasing Plan" means a construction operation phasing plan detailing the Contractor's phasing and staging of the Work at the Site.
6. "Construction Schedule" means the Contractor's construction schedule for the Work that includes, without limitation, a schedule related to the entire Project and for each Conservation Measure, and that provides for expeditious and practicable execution of all aspects of the Work.
7. "Contract Documents", which comprise the entire agreement, means this Contract with conditions set forth herein, the Schedules identified below, the Design & Engineering Documents (once approved by the Owner as provided in Section 4.2), the Construction Schedule, any Change Orders, the other documents listed in the Contract, and any modifications to the foregoing documents issued after execution of this Contract. The Contract Documents,

which comprise the entire agreement, consist of the following:

- a. Modifications and change orders to this Contract issued in accordance with Section 8;
- b. This Contract along with the following Schedules which are a part of this Contract:
 - Schedule A: Project Description;
 - Schedule B: Performance Guarantee;
 - Schedule C: Methodology and Baseline;
 - Schedule D: Performance Tracking Services;
 - Schedule E: Payment Schedule;
 - Schedule F: Project Specific Owner Responsibilities; and
 - Schedule G: Required Maintenance;
- c. Supplementary Conditions, if any, to this Contract (Supplementary Conditions);
- d. Design & Engineering Documents prepared by the Contractor and Approved by the Owner in accordance with Section 4.2;
- e. Owner's Requirements as set forth in the Request for Proposals
- f. Contractor's Proposal submitted in response to Owner's Requirements; and
- g. The following other documents, if any:

In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed above.

- 8. "Contractor's Representative" is defined in Section 5.3.
- 9. "Contract Services" means the Work and the Guarantee Period Services.
- 10. "Contract Sum" is defined in Section 2.1.
- 11. "Contract Time" is defined in Section 1.1.
- 12. "Date of Commencement" means the date established pursuant to Section 1.2.
- 13. "Day" means calendar day unless otherwise specifically designated.
- 14. "Deliverables" means the Design Materials that are necessary for all construction work and/or for the Owner to operate and maintain the Project or otherwise intended for conveyance to the Owner.
- 15. "Design & Engineering Documents" is defined in Section 4.2.1.
- 16. "Design Materials" means the copies and other tangible embodiments of the drawings, specifications, designs, plans, "architectural work" (as such term is defined in the Architectural Works Copyright Protection Act of 1990) and other documents, prepared by or on behalf of the Owner, the Contractor, and/or Subcontractors in connection with the Project or the Contract Services.
- 17. "Final Acceptance" means the date that the Owner determines, in consultation with the Contractor, that Contractor has completed all of the required Work for constructing and commissioning the Project in accordance with the Contract Documents.
- 18. "Final Acceptance Date" is defined in Section 1.4.
- 19. "Guarantee Period" is defined in Section 1.1.
- 20. "Guarantee Period Services" means the performance guarantee, monitoring, Project modification, guarantee reconciliation, Performance Tracking Services, and other services to be performed during the Guarantee Period as described in Schedules B, C, and D of this Contract.
- 21. "Hard Operational Savings" means quantifiable and measureable labor, materials, or service contract operating

expense savings that are a direct result of conservation measures implemented. Labor hours saved that would be redirected to other activities does not result in dollar savings and are not Hard Operational Savings.

22. "Hazardous Material" means (A) any substance that is listed, defined, designated, or classified under any state, federal, or local law relating to the protection of the environment or human health as a (i) hazardous material, constituent, or waste, (ii) toxic material, substance, constituent, or waste, (iii) radioactive material, substance, constituent, or waste, (iv) dangerous material, substance, constituent, or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; or (B) petroleum, petroleum products, radioactive matters, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials.

23. "Installation Period" is defined in Section 1.1.

24. "Intellectual Property Rights" means any patents, copyrights, trademarks, service marks, trade secrets and similar and related intellectual property rights protected by law.

25. "Interim Completion" means the achievement of the requirements for Substantial Completion for a particular Conservation Measure prior to the Substantial Completion Date.

26. "Investment Grade Energy Audit" means the report prepared by the Contractor that sets forth, among other things, (a) an assessment of the energy, and water consumption characteristics of the Site, (b) specific energy, water, and wastewater analysis related to the Site and its operation, and (c) recommendations for projects or programs to achieve cost and/or energy, water, and wastewater savings in the operation of the Site.

27. "Manufacturers' Warranties" is defined in Section 4.15.

28. "Mold" means any type or form of fungus or similar biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing.

29. "Parties" means the Contractor and the Owner. "Party" means either the Contractor or the Owner.

30. "Performance Tracking Payment" is defined in Section 2.3.

31. "Performance Tracking Services" means those services to be provided by the Contractor to measure and verify the performance of the Conservation Measures described in Schedule D.

32. "Project" means the building analysis and recommendation services, design, engineering, installation, repairs, retrofit, complete implementation of the Conservation Measures, and training program for the Owner's employees as more fully described in the "Project Description" attached hereto as Schedule A and the other terms and provisions of this Contract.

33. "Punch List" means minor adjustments, and/or corrections to the Work to be completed after Substantial Completion and prior to Final Acceptance that do not interfere with the Owner's use and occupancy of the Conservation Measure or Project and that will not prevent the issuance of applicable permits or certificates for such use.

34. "Site" means the location of the Work as set forth on the first page of this Contract.

35. "Subcontractor" means any partnership, firm, corporation or entity other than an employee of the Contractor, who contracts with the Contractor to furnish services, labor, materials, or labor and materials at the Site. This term also includes subcontractors of any tier, consultants, suppliers, fabricators or manufacturers, whether or not in privity with the Contractor.

36. "Substantial Completion" means the date the Owner determines, in consultation with the Contractor, that the Contractor has, in accordance with the Contract Documents, sufficiently implemented the Work for the Project or a particular Conservation Measure, excluding Punch List items, so that the Owner may utilize the Project or the Conservation Measure for the use for which it is intended. Substantial Completion shall not occur until after completion of any required commissioning of systems that are a part of the Work for the Project or particular Conservation Measure. If the nature of the Work is such that the Florence County Planning Department must issue a certificate of occupancy before use and/or occupancy by the Owner, Substantial Completion means the date of issuance of the required certificate of occupancy.

37. "Substantial Completion Date" is defined in Section 1.3.

38. "Work" means the work and services required by the Contract Documents during the Installation Period and any period of time during which the Contractor is required to correct or replace its work and services pursuant to this Contract. The Work includes all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under this Contract.

PART III – GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 – CONTRACT TIME AND PROJECT SCHEDULE

1.1 Contract Time: The "Contract Time" is the time from the Date of Commencement, as established pursuant to Section 1.2, until the end of the Guarantee Term, as defined in Schedule B, Section I. The Contract Time consists of the Installation Period and the Guarantee Period.

- a. The "Installation Period" is the period from the Date of Commencement until Final Acceptance of the entire Project.
- b. The "Guarantee Period" is the period from the Savings Guarantee Commencement Date, as defined in Schedule B, Section I, until the end of the Guarantee Term.

1.2 Date of Commencement: The "Date of Commencement" shall be the date fixed in a notice to proceed issued by the Owner.

1.3 Substantial Completion: The Contractor will commence the Work within 10 days after the Date of Commencement and will successfully achieve Substantial Completion of the Project within 437 days from the Date of Commencement, subject only to adjustments of the Contract Time as provided in the Contract Documents.

1.3.1 When the Contractor believes that the entire Project or a particular Conservation Measure has achieved Interim or Substantial Completion, the Contractor will submit a certificate of Interim or Substantial Completion and a Punch List to the Owner on a form agreed to by the Parties. If the Owner concurs that the described portion of the Work as performed has achieved Interim or Substantial Completion, the Owner will accept that Work by signing the certificate of Interim or Substantial Completion and the Punch List and returning both to the Contractor. If the Owner does not concur that the Work has achieved Interim or Substantial Completion and/or that the Punch List is not complete or correct, then the Owner shall notify the Contractor within ten (10) business days of any discrepancies. To the extent the Contractor does not dispute the discrepancies raised by the Owner, the Contractor shall (i) promptly and diligently correct the Work to conform to the description of the Work set forth herein, and resubmit the certificate of Interim or Substantial Completion to the Owner, and (ii) promptly complete all items on the Punch List. If the Contractor disagrees with the discrepancies raised by the Owner, the Contractor shall notify the Owner of a dispute and such dispute shall be resolved in accordance with the provisions of Article 7 herein. If the Owner does not deliver written notice to the Contractor within ten (10) business days of receiving the certificate of Interim or Substantial Completion and the Punch List, the Owner will be deemed to have agreed to the certificate of Interim or Substantial Completion, but not the Punch List.

1.3.2 Reserved.

1.4 Final Acceptance: The Contractor will successfully achieve Final Acceptance of the entire Project within 437 days from the Date of Commencement, subject only to adjustments of the Contract Time as provided in the Contract Documents ("Final Acceptance Date").

1.5 Construction Schedule and Construction Operations Phasing Plan:

- ☒ If the preceding box is checked, the Contractor will, within 10 days after the Date of Commencement prepare and submit the Construction Schedule and Construction Operations Phasing Plan, prepared in form and substance reasonably acceptable to, or as specifically prescribed by the Owner.
- ☐ If the preceding box is checked, the Construction Schedule and Construction Operations Phasing Plan are included as attachments to Schedule A.

The Construction Schedule shall be updated by the Contractor and submitted to the Owner at least monthly and, if requested by the Owner, in electronic format. The Contractor shall submit a revised Construction Schedule when the Contractor's planned sequence is changed or when Project changes are made that affect the Construction Schedule. Any changes to the Construction Schedule and Construction Operations Phasing Plan are subject to review and approval by the Owner. When performing the Work, the Contractor shall comply with the Construction Operations Phasing Plan and the Construction Schedule.

ARTICLE 2 – COMPENSATION TO THE CONTRACTOR

2.1 Contract Sum: The Owner shall pay the Contractor for the performance of the Work as required hereunder and for the performance of all other obligations and duties imposed upon this Contractor pursuant to this Contract, other than the Performance Tracking Services, the "Contract Sum" of Six Million, five hundred ninety two thousand, nine hundred sixty six and No/100 Dollars (\$6,592,966.⁰⁰), subject to additions and deductions by Change Order as provided in this Contract.

2.2 Reserved

2.3 Compensation for Performance Tracking Services: The Contractor will perform the Performance Tracking Services set forth in Schedule D, if any, commencing upon Final Acceptance (or such other time identified in Schedule D). The Owner shall make annual payments to the Contractor for the Performance Tracking Services for each Performance Guarantee Year such services are required by Schedule D in the amounts set forth in Schedule E, (the "Performance Tracking Payment"). If, any Performance Guarantee Year, the Owner fails to pay for the Performance Tracking Services in accordance with this Contract or does not permit the Contractor to perform the Performance Tracking Services, the Contractor shall have no obligation to achieve the performance guarantees set forth in Schedule B with respect to such Performance Guarantee Year.

ARTICLE 3 – OWNER

3.1 Project Specific Owner Responsibilities: The Owner agrees to undertake the Project specific Owner responsibilities set forth on Schedule F.

3.2 Owner Representative: The Owner will appoint one individual who is authorized to act on behalf of the Owner either to approve, reject, or otherwise facilitate the orderly execution of the Contract Services and with whom the Contractor may consult at all reasonable times. The Representative's written instructions, requests, and decisions shall be binding upon the Owner as to all matters pertaining to this Contract. The Owner may substitute a new Owner's representative upon prior notice to the Contractor.

3.3 Information to the Contractor: The Owner shall furnish, with reasonable promptness, information requested by the Contractor that is necessary for the performance of the Contract Services and under the Owner's control. Any information or documentation provided by the Owner to the Contractor relating to the Project or Site is provided only for the convenience of the Contractor. The Owner makes no representation or warranty to as to the sufficiency, completeness, or accuracy of such information.

3.4 Telephone and Network Access: The Owner is responsible for providing all required telephone lines and telephone service and/or all required network LAN/WAN access including but not limited to VPN tunneling, firewall coordination, and static/dynamic IP address maintenance to allow the Contractor 24/7 remote access to performance tracking monitoring systems to the extent required to perform and complete the Contract Services.

3.5 Utility Access and Use:

☒ If the preceding box is checked, the Owner shall allow the Contractor to use reasonable quantities of water and electricity for construction purposes without charge as long as these utilities are available and in close proximity to the work area. Contractor shall be conscientious in controlling excessive or frivolous use of the utilities or the Owner may charge the Contractor for wasteful usage.

3.6 Sanitary Facilities:

☒ If the preceding box is checked, the Contractor may use those sanitary facilities designated by the Owner as

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available for use.

☐ If the preceding box is checked, the Contractor may not use the Owner's sanitary facilities. The contractor shall provide sanitary facilities at the job site and maintain same in a clean and sanitary condition for the use of its employees and employees of its subcontractors for the duration of construction. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health and Environmental Control.

ARTICLE 4 – INSTALLATION PERIOD SERVICES

4.1 Permits, Approvals and Building Codes:

4.1.1 Except for those permits and fees that are specified as the responsibility of the Owner under the Contract Documents, the Contractor shall secure and pay for necessary permits, approvals, assessments and charges required for the proper execution and completion of the Work.

4.1.2 In designing and constructing the Project, the Contractor shall comply with all Building Codes and Standards as adopted by Florence County.

4.2 Design and Engineering Documents

4.2.1 The Contractor shall prepare, for written approval by the Owner, working drawings and specifications setting forth in detail the requirements of the construction and installation of the Project in accordance with the Contract Documents ("Design & Engineering Documents"). The Design & Engineering Documents shall include all drawings, specifications, schedules, diagrams, and plans, and such content and detail as is necessary to complete properly the construction of the Project, and shall provide information customarily necessary for the use of such documents by those in the building trades. The Design & Engineering Documents shall include manufacturer's descriptive literature including performance and characteristics data and catalog cuts and shop drawings showing in detail the interface between Conservation Measure equipment and existing equipment and the location of Conservation Measure equipment on building floor plans. Where required by law, the Design & Engineering Documents must bear the stamp or seal of architects or engineers licensed by the State of South Carolina. The Design & Engineering Documents need not be submitted to the Owner as a complete set, but may be submitted in successive packages, each of which address separate construction trades or systems applicable to the Project. Within ten (10) days after submission, the Owner shall review each package of Design & Engineering Documents and either (i) approve such documents; or (ii) disapprove such documents, specifying in writing the basis for disapproval.

4.2.2 The Contractor shall submit to Florence County Planning Department for approval, Design & Engineering Documents for any Conservation Measure or portion of the Project subject to the permitting requirements set forth in Chapter 1 of the edition of International Building Code adopted by Florence County.

4.2.3 The Contractor shall not commence the procurement or construction of any portion of the Project until the Owner and Florence County Planning Department, when Florence County Planning Department approval is required, approve the completed Design & Engineering Documents relevant to such part or portion in writing. The Contractor covenants and agrees that Design & Engineering Documents shall be accurate and free from any errors or omissions, and shall be in compliance with and accurately reflect all applicable laws. The Contractor shall promptly modify any Design & Engineering Documents that are not in accordance with laws, are inaccurate, or contain errors or omissions, at no expense to Owner.

4.2.4 The Owner and Florence County Planning Department, in reviewing, approving, commenting on, or evaluating any plans, drawings, specifications, or other documents, shall have no responsibility or liability for the accuracy or completeness of such documents, for any defects, deficiencies, or inadequacies therein or for any failure of such documents to comply with the requirements set forth in the Contract Documents. In no event shall any review, approval, comment, or evaluation by the Owner or Florence County Planning Department relieve the Contractor of any liability or responsibility under this Contract, it being understood that the Owner is at all times ultimately relying upon the Contractor's skill, knowledge, and professional training and experience in preparing any plans, drawings, specifications, or other documents.

4.3 Supervision and Performance of the Work: The Contractor shall supervise, perform, and direct the Work, using

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the professional skill, care, and attention reasonably required for projects similar to the Project. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract, and shall complete the Work free and clear of all liens. The Contractor shall, at all times during the progress of the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the Construction Schedule.

4.4 The Contractor acknowledges that it has investigated and satisfied itself regarding all the conditions of the specific areas in and about the Site affected by the Work and the conditions under which it is to perform the Work. The Contractor further acknowledges that it has executed this Contract based on such investigation, study, and determination.

4.5 Employee Discipline: The Contractor shall enforce discipline and good order among the Contractor's employees and other persons carrying out the Work.

4.6 Safety: The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the Site or adjacent thereto.

4.7 Waste Materials and Rubbish: The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Project, the Contractor shall, to the Owner's satisfaction, remove from and about the Site, all waste materials, rubbish, surplus material, and Contractor's tools, equipment, machinery..

4.8 Recycling: The Contractor shall give preference to the use of products containing recycled content in the performance of the Work. The Contractor shall cooperate with any recycling program established for the Site or available through the state or a political subdivision of the state.

4.9 Access to the Work: The Contractor shall provide the Owner with unrestricted access to the Work in preparation and progress wherever located in the Site.

4.10 Use of Site: The Contractor shall confine its operations to the portions of the Site identified in the Contract Documents or otherwise approved by the Owner, and shall not unreasonably encumber the portions of the Site used for the Work with materials, equipment, or similar items. The Contractor and all Subcontractors shall use only such entrances to the Site as are designated by the Owner. During occupied hours, Contractor shall limit construction operations to methods and procedures that do not adversely affect the environment of occupied spaces within the Site, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting.

4.11 Project Meetings: The Contractor shall provide for periodic project meetings as mutually agreed upon between the parties during the Installation Period, and shall give timely advance written notice of such meetings and the agenda to the Owner. The Contractor shall record minutes and distribute copies of minutes of meetings to the Owner within five (5) business days after each meeting. The Contractor shall schedule additional project meetings if requested by the Owner.

4.12 Correction of the Work:

4.12.1 The Owner shall have the right and authority to reject Work that does not conform to the Contract Documents. The Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The provisions of this Section 4.12 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

4.12.2 If the Contractor fails to correct the Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents or fails to carry out Work or provide information in accordance with the

Contract Documents, the Owner may make written demand upon the Contractor to cure its defaults within seven days. Within seven (7) days after receipt of the Owner's demand, the Contractor shall cure its defaults unless the default is such that it is not capable of cure within seven (7) days. If the default is such that it is not capable of cure within seven (7) days, the Contractor shall reach an agreement with the Owner on a plan to cure its defaults within five (5) days after receipt of the Owner's demand. The Contractor shall commence and diligently and continuously pursue the cure of such defaults in accordance with the agreed plan. If the Contractor fails to cure its defaults as heretofore provided, the Owner may order the Contractor, in writing, to stop the Work, or any portion thereof, until the Contractor has eliminated the cause for such order or has provided the Owner with a plan for corrective action acceptable to the Owner. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

4.12.3 Correction after Substantial Completion: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Contractor's obligation set forth in this Section 4.12.3 is in addition to the Contractor's obligations under Section 4.16,

4.12.4 Nothing contained in this Section 4.12 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of such time period as described in this Section 4.12 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

4.13 Performance and Payment Bonds: Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 2 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount.

4.13.1 The Performance and Labor and Material Payment Bonds shall:

- (a) be issued by a surety company licensed to do business in South Carolina;
- (b) be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- (c) remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

4.13.2 Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

4.13.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

4.14 Startup/Commissioning: The Contractor shall conduct a thorough and systematic performance test of each element and total system of the installed Conservation Measures in accordance with Schedule A, and demonstrate that all Conservation Measures comply with the requirements of the Contract Documents. The tests shall be performed by the commissioning entity designated in Schedule A, or, if no entity is designated, a qualified commissioning entity reasonably acceptable to the Owner. The Contractor shall provide advance written notice of at least ten (10) business days to the Owner of the scheduled test(s). The Owner shall have the right to designate representatives to be present at any or all such tests including representatives of the manufacturers of the Conservation Measures. The Contractor, or its Subcontractor(s), shall correct or adjust all deficiencies in operation of the Conservation Measures identified during the course of the tests described in this Section. The Contractor shall provide to the Owner a description of the ongoing training requirements for the Site's operations and maintenance

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personnel necessary to maintain proper Conservation Measure performance after Final Acceptance.

4.15 Manufacturers' Warranties: At Final Acceptance of the Work or Interim Completion of a particular Conservation Measure, the Contractor shall furnish the Owner two (2) original complete sets of all manufacturers' warranties, guarantees, parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Work for that Conservation Measure (collectively referred to as "**Manufacturers' Warranties**"), completed in favor of the Owner. These Manufacturers' Warranties are in addition to and not in lieu of the Contractor's warranty set forth in Section 4.16, and the Owner is entitled to look to the Contractor for remedy in all cases where the Contractor's warranty applies regardless of whether a Manufacturer's Warranty also applies. The Owner shall acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and the Contractor shall cause six (6) copies of an acknowledged set to be made and furnished to the Owner. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to the Owner than those terms that are standard for the applicable industries, and will either be issued in the first instance in the name of and for benefit of the Owner, or be in a freely assignable form and be assigned to the Owner without limitations.

4.16 Contractor Warranty: The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and Work will conform with the requirements of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Owner. The Contractor's warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or Subcontractors, (iii) improper or insufficient maintenance or operation that is not in accordance with Schedule G, or (iv) normal wear and tear under normal usage. The Contractor shall furnish evidence, reasonably satisfactory to the Owner, as to the kind and quality of materials and equipment and the recommended maintenance thereto to meet the requirements of this Section.

4.17 After complete installation of the Conservation Measures but no later than the date of Substantial Completion, the Contractor shall submit operation and maintenance manuals, recommended spare parts lists, and copies of all warranties to the Owner. As-Built drawings shall be submitted no later than the Final Completion Date.

ARTICLE 5 – OTHER SERVICES AND REQUIREMENTS OF CONTRACTOR

5.1 Contract Documents: The Contractor hereby covenants and agrees that it shall duly and properly perform the Contract Services and implement the Project in accordance with the Contract Documents. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for design and consultant services, labor, materials, tools, equipment, and machinery necessary for the proper execution and completion of the Contract Services. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Contract Services including, without limitation, all items and services that are consistent with, contemplated by, or reasonably inferable from the Contract Documents, whether or not such items and services are specifically mentioned therein. The Contract Documents are complementary, and what is required by one shall be binding as if required by all.

5.2 Subcontractors: The Contractor shall furnish in writing to the Owner for its approval the names of the Subcontractors to whom the Contractor plans to award any portion of the Contract Services. Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Contract Services to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Owner all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. The Contractor shall be responsible to the Owner for acts and omissions of the Subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, to the same extent as the acts or omissions of the Contractor hereunder.

5.3 Contractor's Key Personnel:

5.3.1 Included within Schedule A attached hereto is a list of the Contractor's key personnel who will be responsible for supervising the performance of the Contract Services. The Contractor shall not remove any such key personnel from the Project without the Owner's prior written consent, which the Owner shall not unreasonably withhold. If,

after execution of this Contract, the Owner reasonably objects to any of the Contractor's key personnel, the Contractor shall promptly remove such personnel. If any of the Contractor's key personnel are removed as provided above, any replacement personnel shall be subject to the prior written approval of the Owner, which the Owner shall not unreasonably withhold.

5.3.2 Contractor's Representative: Contractor shall designate an authorized Representative, which individual shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's Representative.

5.4 Taxes: Unless otherwise provided in the Contract Documents, the Contractor shall pay all federal, state or local sales, consumer, use, and other similar taxes for which it bears the incidence of taxation that are legally enacted as of the date of execution of this Contract, whether or not effective or merely scheduled to go into effect.

5.5 Compliance with Law: The Contractor shall comply with and give all notices required by federal, state, county, and municipal laws, ordinances, regulations, and orders bearing on the performance by the Contractor of the duties or responsibilities under this Contract. The Contract Sum is based upon laws, codes, and regulations in existence as of the date this Contract is executed. Any changes in or to applicable laws, codes, and regulations affecting the cost of the Work shall entitle the Contractor to an equitable adjustment in the Contract Sum and Contract Time through a Change Order.

5.5.1 The Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention to the extent that the same results from its performance of the Work. The Contractor shall promptly, and in no event later than the close of the next business day following receipt, give notice to the Owner by telephone, with confirmation in writing, of receipt by the Contractor of any information relating to violations of laws, ordinances, rules, regulations, and orders.

5.6 Remedy to Damage or Loss: The Contractor shall promptly remedy damage, injury, or loss at the Site to the extent caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

5.7 Royalties and License Fees: The Contractor shall pay all royalties and license fees related to the Contract Services; shall defend suits or claims for infringement of patent rights required for the Contract Services to be performed; and shall hold the Owner harmless from loss on account thereof.

5.8 Publicity: Contractor shall not publish any comments or quotes by Florence County employees, or include Florence County in news releases, without the prior written approval of the Owner.

5.9 Retention and Inspection of Documents: The Contractor and its Subcontractors shall furnish the Owner with such information as the Owner reasonably requests regarding the progress and execution of the Contract Services. For three (3) years after the Contractor receives its final payment in connection with the Contract Services, the Contractor and its Subcontractors shall maintain and allow the Owner to inspect and copy records on the Contract Services showing utilization of Subcontractors, work performed, and data and information necessary to support all energy savings calculations.

5.12 Indemnification

5.12.1 The Contractor shall indemnify and hold Florence County, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the Contractor's professional services under this contract, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the Contractor to perform any of the work or anyone for whose acts, errors, or omissions the selected firm(s) may be liable, regardless of whether or not caused in part by a party indemnified hereunder..

5.12.2 The Contractor shall require any subcontractors to assume the Contractor's indemnification obligations under this contract to the extent they relate to the subcontractor's obligations under this contract with the Contractor. .

5.13 Insurance

5.13.1 Liability Insurance: The Contractor shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The Contractor shall name Florence County, South Carolina, its elected and appointed officials, officers, and employees "Additional Insured" as their interests may appear but only with respect to services performed or provided by Contractor on behalf of the County under Contractor's commercial general liability insurance policy. The Contractor shall, within ten (10) calendar days of the full execution of this Contract, provide the County's Procurement Officer with a certificate(s) of insurance evidencing the coverage required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until ten (10) calendar days after the insurer or the Contractor gives written notice to the County.

The Contractor shall require any subcontractor (if any) to purchase and maintain insurance with limits not less than those required in Section 5.13.1.1 to be purchased and maintained by the subcontractor. In addition, the Contractor shall require any subcontractor (if any) to assume the Contractor's indemnification obligations under this Contract to the extent they relate to the subcontractor's obligations under this Contract with the Contractor.

5.13.1.1 Without limiting the provisions of 5.13.1, the Contractor shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful firm(s) shall take out and maintain, during the life of the Installation Period, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm(s) shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate

Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident 17

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate v

5.13.2 Reserved.

5.13.3 Owner's Property Insurance: Upon Contractor's Substantial Completion and Owners approval and acceptance of a Conservation Measure and associated systems, the Owner shall obtain through the South Carolina Insurance Reserve Fund property insurance on such Conservation Measure and associated systems. The Owner shall maintain such insurance throughout the term of the contract.

5.13.4 With respect to all acts or omissions of the Contractor, or any individual or entity directly or indirectly employed by the Contractor to perform any of the work or anyone for whose acts, errors, or omissions the Contractor may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the Contractor shall indemnify and hold Florence County, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the Contractor's

negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the Contractor to perform any of the work or anyone for whose actions or failure to act the Contractor may be liable) during the performance of this Contract.

5.14 Financing Contract Requirements: If one or more Financing Contracts are entered into for the Project, the Contractor agrees to provide the parties to the Financing Contract such written information, certificates, copies of invoices, receipts, lien waivers, affidavits, and other like documents as such parties may reasonably request. The Contractor hereby subordinates any liens or security interests that it may be entitled by law or under the provisions of this Contract to any lien or security interest granted in favor of the party or parties to a Financing Contract.

5.15 Software Licenses: If Contractor's Conservation Measures, including but not limited to equipment, includes software, Contractor shall acquire for or grant to the Owner, and any contractor working for the Owner, a paid-up, perpetual, non-exclusive license to use the software. Contractor shall notify the Owner of any available upgrades to the software as soon as the Contractor becomes aware of the existence of such upgrades.

ARTICLE 6 – LIMITATION OF LIABILITY

6.1 Notwithstanding any other provision of the Contract Documents, but subject to a duty of good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out of or relating to this Contract. This mutual waiver includes

6.1.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 15.14 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency, damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.1.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 15.14 (Interest); (vii) unamortized equipment costs; and (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner.

6.2 This mutual waiver is applicable, without limitation, to all listed damages due to either party's termination in accordance with Article 13. This mutual waiver is not applicable to amounts due or obligations under Section 5.12 (Indemnification) for third-party claims.

ARTICLE 7 – CLAIM AND DISPUTES - DUTY OF COOPERATION, AND NOTICE

7.1 Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

7.2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

7.3 In the event of a dispute, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any

meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 7.4.

7.4 If after meeting in accordance with the provisions of Section 7.3, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to Florence County's Procurement Officer. Except as otherwise provided in Article 7, all claims or controversies relating to the Contract shall be resolved exclusively by the appropriate Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for or a federal court located in, Florence County, State of South Carolina. Contractor agrees that any act by Florence County regarding the Contract is not a waiver of either Florence County's sovereign immunity or Florence County's immunity under the Eleventh Amendment of the United States Constitution.

7.5 If any party seeks resolution to a dispute by the appropriate Procurement Officer pursuant to Section 7.4, the parties shall participate in non-binding mediation to resolve the claim. If the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties or, if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

7.6 Without relieving any party from the other requirements of Section 7.3, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Section 7.3 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

7.7 Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7.8 Continuation of Work: Pending final resolution of any dispute under this Contract, the Contractor will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the Owner will continue to make payments of undisputed amounts in accordance with the Contract Documents.

ARTICLE 8 – CHANGES IN THE WORK

8.1 Change Orders: The Owner may order, or the Contractor may request of the Owner (which request may be approved, rejected, conditioned, or delayed in the Owner's sole and absolute discretion), changes in the Work consisting of additions, deletions, or modifications to the Work. Such changes in the Work shall be authorized only by written Change Order signed by the Owner and the Contractor (and, when required, approved by Florence County Planning Department), stating their agreement upon all of the following:

- a. The change in the Work;
- b. The amount of the adjustment, if any, in the Contract Sum; and
- c. The extent of the adjustment, if any, in the Contract Time.

8.2 If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 8.10.

8.3 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract sum shall be prepared in accordance with Section 8.2. Within fifteen days of receiving the request, the Contractor shall submit the proposal to

the Owner along with all documentation required by Section 8.19.

8.4 Reserved.

8.5 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or the Contract Time.

8.6 Change Directive: If the Parties do not agree on an adjustment, if any, in the Contract Sum or Contract Time, or both for the ordered changes to the Work, then the Owner may, in writing, direct Contractor to commence with such changes in the Work. The costs of such Work shall be determined in accordance with Section 8.10.

8.7 No Changes That Impact Guarantee: To the extent the Contractor reasonably determines that any change in the Work requested or directed by the Owner will materially and adversely impact the Contractor's ability to meet or sustain achievement of the performance guarantees set forth in Schedule B, the Contractor has the right, in its sole and absolute discretion, to decline such change in the Work.

8.8 Concealed or Unknown Conditions: Contractor shall immediately notify Owner if it encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, prior to significantly disturbing the same. If such Concealed or Unknown Conditions cause an increase in Contractor's cost of, or time required for, performance of any part of the Work the Contractor and Owner shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Sum.

8.9 Changes to Contract Sum and Contract Time. The parties may only change the Contract Sum, Substantial Completion Date, Final Acceptance Date, and time-periods set forth in Schedule B by Change Order.

8.10 Price Adjustments:

8.10.1 If any Modification, including a Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 8.18:

- a. Mutual acceptance of a lump sum;
- b. Unit prices stated in the Contract Documents, except as provided in Section 8.11, or subsequently agreed upon;
- c. Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
- d. As provided in Section 8.14.

8.10.2 Consistent with Section 8.19, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 8.14, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

8.11 The parties shall equitably adjust unit prices stated in the Contract Documents or subsequently agreed upon, if a proposed Change Order or Change Directive materially changes the quantities originally contemplated such that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor.

8.12 Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.

8.13 A Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

8.14 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner may make an initial determination, consistent with Section 8.10, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 8.18. In such case, and also under Section 8.10.1(c), the Contractor shall keep and present, in such form as the Owner may require, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 8.14 shall be limited to the following:

- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

8.15 Using the percentages stated in Section 8.19, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

8.16 Pending final determination of the Contract Sum adjustment, the Contractor may include its actual costs as set forth in Section 8.14, plus profit and overhead as provided in Section 8.10, along with an itemized accounting and appropriate supporting data in such form as the Owner may require, in its payment requests submitted pursuant to Article 10.

8.17 When the Owner and Contractor reach agreement upon the adjustments, such agreement shall be effective immediately and the parties shall prepare and execute a Change Order. The parties may execute a Change Order for all or any part of a Change Directive.

8.18 Agreed Overhead and Profit Rates:

For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:

- a. To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
- b. To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
- c. To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

8.19 Pricing Data and Audit

8.19.1 Cost or Pricing Data:

Upon request of the Owner, Contractor shall submit cost or pricing data prior to execution of a Modification that exceeds \$100,000. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing

the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding any provision in this contract to the contrary, such adjustments may be made after final payment to the Contractor.

8.19.2 Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

8.19.3 Records Retention.

As used in Section 8.19, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 8.19.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by Florence County's procurement officer. The Owner may audit Contractor's records at reasonable times and places other than in connection with fixed-priced work or unit-prices.

ARTICLE 9 – TIME

9.1 Time Limits: Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Final Acceptance Date provides a reasonable period of time for performing the Work.

9.2 Delays in the Progress of the Work: If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions that affect the Work not reasonably anticipatable, unavoidable casualties or any other causes which are beyond the control of the Contractor, then the Contract Time shall be extended by Change Order provided that: (i) the Contractor has notified the Owner in writing of such delay within ten (10) days following the date when the Contractor becomes aware, or should have become aware through the exercise of reasonable diligence, of such delay; (ii) the Contractor has taken all reasonable steps to avoid any such delay (including its continuance); and (iii) such delay is not a theoretical delay but does actually adversely affect the critical path of the Work. Otherwise, the Contractor shall not be entitled to an extension of the Contract Time for any delays in the progress of the Work.

ARTICLE 10 – PAYMENTS AND COMPLETION

10.1 Payments

10.1.1 The Owner shall make payment to the Contractor for the Work performed during the Installation Period as set forth in this Article 10 and in Schedule E: Payment Schedule. The total of all payments for the Work performed during the Installation Period shall constitute the Contract Sum.

10.1.2 During the Guarantee Period, the Owner shall pay each Performance Tracking Payment due from the Owner, as set forth on Schedule E, to the Contractor within thirty days following commencement of the Performance Guarantee Year for which such Performance Tracking Payment is due.

10.2 Withholding of Payments: Payments may be withheld to the extent of, and on account of (1) defective Work not remedied, or Contract Services not in accordance with the Contract Documents; (2) claims filed by third parties; (3) failure of the Contractor to make payments promptly to the Subcontractors for labor, materials, or equipment; (4) persistent failure to carry out the Contract Services in accordance with the Contract Documents; (5) failure by the Contractor to perform its obligations under the Contract Documents; or (6) a default by the Contractor under the Contract Documents. The Owner shall promptly notify the Contractor of any reason for withholding payment.

10.3 Retainage: Subject to applicable law and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents), retainage of five (5%) of the total amount earned shall be withheld from partial payments to the Contractor. The Owner shall release the retainage

upon Final Acceptance of the entire Project.

10.4 Payment Requests: With each payment request submitted by the Contractor during the Installation Period, the Contractor shall submit the following, all in form and substance satisfactory to the Owner:

- (a) A duly executed and acknowledged Contractor's certification showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each subcontract, the amount requested for any Subcontractor in the invoice and the amount to be paid to the Contractor, together with similar certifications from all Subcontractors;
- (b) Documentation showing satisfactory completion of the Work covered by such payment request; and
- (c) Such other documents and information as the Owner may reasonably request to verify satisfactory completion of the Work covered by such payment request.

10.5 Payment Due Date: The Owner shall make payment within twenty-one (21) days of submission of a payment request meeting the requirements of this Article 10 and Schedule E. If the Owner disputes any portion of a payment request, the Owner shall notify the Contractor in writing of the amount the Owner disputes and the reason for such dispute. Notwithstanding any dispute over a portion of a payment request, the Owner shall make payment of all undisputed amounts.

10.5.1 Subcontractor Payments (Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended): The Contractor shall pay each Subcontractor no later than seven (7) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. By appropriate agreement with its subcontractors, the Contractor shall require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

10.5.3 If the Owner does not pay the Contractor within seven (7) days after the time established in Section 10.5 the undisputed amount of a payment request, then upon seven (7) additional days' written notice to the Owner, the Contractor may stop the Work until the Contractor has received payment of the undisputed amount owing. The Contract Time shall be extended appropriately and the Contract Sum shall be increased, in accordance with the provisions of Article 8, by the amount of the Contractor's reasonable costs of shut down, delay and start-up, plus interest as provided for in the Contract Documents.

10.6 Punchlist Items: In the event that the Contractor has not completed or corrected all Punchlist items at the time of submission of its final payment request for the Work, final payment will be made by the Owner to the Contractor, less the value assigned by the Owner to the Punchlist items not yet completed or corrected and less retainage on the division(s) of work not yet completed or corrected. Owner shall make payment with respect to such final Punchlist items on an item-by-item basis within twenty-one (21) days following receipt of a Request for Payment for completed items.

10.7 Ownership of Contractor Installed Equipment:

10.7.1 Upon the Owner making payment to the Contractor pursuant to a Payment Request, all systems, equipment, materials, etc., covered by that Payment Request shall become the property of the Owner. However, any systems, equipment, materials, etc. that are not installed, fully operational, and accepted by the Owner or that are part of a Conservation Measure that is not fully installed, operational, and accepted by the Owner, shall be covered by the Contractor's Installation Floater Insurance as this is considered "work-in-progress."

10.7.2 Upon final payment by the Owner to the Contractor, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises shall vest in the Owner at no additional cost, free and clear of all any liens and encumbrances created or caused by the Contractor.

ARTICLE 11 – HAZARDOUS MATERIALS

11.1 Contractor's Responsibilities With Respect to Hazardous Materials: The scope of Work the Contractor is to perform pursuant to this Contract excludes any work or service of any nature associated or connected with the

discovery, identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Hazardous Mold on, in, or nearby the Site beyond what is specifically defined and identified in Schedule A of this Contract. The Owner agrees that all duties and obligations in connection with any Hazardous Materials or Hazardous Mold currently located in, on or nearby the Site or brought into the Site by a party other than the Contractor or its Subcontractors, other than those defined in Schedule A, are not the Contractor's responsibility. Should the Contractor become aware, discover or based on reasonable evidence suspect the presence of Hazardous Materials or Hazardous Mold beyond those addressed in Schedule A, the Contractor will immediately cease work in the affected area, and will promptly notify the Owner of the conditions discovered. Should the Contractor stop work because of such discovery or suspicion of Hazardous Materials or Hazardous Mold, then the Contract Time will, should the Owner elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Hazardous Mold. The Contractor will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Hazardous Mold.

11.2 Owner's Representations and Responsibilities With Respect to Hazardous Materials: The Owner warrants and represents that to the best of the Owner's knowledge, other than as identified in Schedule A of this Contract, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work. Unless otherwise specified in Schedule A, the Owner will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold.

11.3 Hazardous Materials Introduced to the Site by Contractor: If the Contractor, its Subcontractors, and any party for whom they may be liable, introduces any Hazardous Materials to the Site then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, and/or other remedial action required by applicable law. If any Mold occurs within the Site as the result of the negligent implementation of the Project or the improper functioning of the Conservation Measures, then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, or other remedial action required by applicable law. Except as to the Contractor's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the Contractor.

ARTICLE 12 – OWNERSHIP OF DESIGN MATERIALS

12.1 Copies Deliverables: The Deliverables are and shall remain the exclusive property of the Owner. The Contractor shall use its best efforts to ensure all copies of the Deliverables are delivered or returned to the Owner or suitably accounted for upon the Owner's request or upon final payment, whichever is earlier. The Contractor may retain one copy of the Deliverables for its records, but shall not use such copies for any purpose other than with respect to the Contract Services without the Owner's prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to the Contractor or its Subcontractors, as the case may be.

12.2 License for the Use of Design Materials: The Contractor hereby grants to the Owner a perpetual, non-exclusive, irrevocable license to use and authorize others to use, at any time and in any manner the Contractor's Design Materials for purposes including, but not limited to, constructing, using, maintaining, repairing, altering and adding to the building systems within the Project that are the subject of the Design Materials. The Owner shall not use such Design Materials for the construction of any other Project. The Contractor shall obtain and provide to the Owner licenses from the Contractor's Subcontractors that have terms identical to those that obligate the Contractor to the Owner as expressed above in this Section 12.2.

12.3 Delivery of Deliverables and As-built Drawings: Upon the earlier of the date of Interim Completion for a particular Conservation Measure or the date of termination of this Contract, the Contractor shall deliver to the Owner any Deliverables not previously submitted to the Owner for that Conservation Measure. Upon the date of Final Acceptance of the entire Project, the Contractor must provide "as-built" drawings of all existing and modified conditions associated with the Project, conforming to typical engineering standards. The Contractor shall also submit as-built drawings to the Owner in an electronic format compatible with the AutoCAD or other similar system in use by the Owner.

ARTICLE 13 – DEFAULT AND TERMINATION

13.1 Owner's Right to Cure Default: If the Contractor defaults, persistently fails or neglects to carry out the Contract Services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner shall provide written notice of such default, failure, or neglect to the Contractor. If the Contractor fails to cure such default, failure, or neglect within thirty (30) days from receipt of the Owner's notice, the Owner may, without prejudice to any other right or remedy the Owner may have, make good such deficiencies and may deduct the cost thereof, including compensation for the Owner's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Additionally, in the case of an "emergency" (defined herein as any default, neglect or defect in or with respect to the Contract Services endangering life, the Owner's or a tenant's ability to occupy all or any portion of the Site, and/or property damage in excess of \$10,000), the Owner shall provide the Contractor with written notice of such default, failure or neglect constituting such emergency, but the Owner may immediately commence and continue correction of such emergency, without waiting for the expiration of the above-described notice and cure period. In any case where the Owner makes good any deficiencies as provided herein, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all reasonable and necessary costs incurred by the Owner for the correction of such deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner upon demand.

13.2 Termination Upon Default: Alternatively, at the Owner's option, if the Contractor has not cured such default or failure within thirty (30) days from receipt of the Owner's notice, Owner may terminate the Contract and take possession of the area at the Site affected by the Work and remove all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor (or require the Contractor to immediately remove all such materials, equipment, tools and construction equipment and machinery from the Site) and the Owner may finish (or cause another contractor to finish) the Work by whatever method the Owner may deem expedient. After termination by the Owner pursuant to this Section 13.2, the Contractor shall not be entitled to any further payment under this Contract, except to the extent of any amount by which the value of the Work completed prior to such termination and not previously paid for by the Owner exceeds the amount due by the Contractor to the Owner under this Section (including all damages that the Owner would be entitled to recover at law from the Contractor by reason of the Contractor's breach), and even then only at such time as the Work is finally completed by the Owner. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for any consultant's or architect's services and expenses made necessary thereby (including, without limitation, the Owner's reasonable attorney's fees and costs), such excess shall be paid to the Contractor following completion of the Work by the Owner, but if such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The Owner shall not be responsible to the Contractor for any loss of anticipated profits on Work not performed on account of a termination under this Section.

13.3 Termination For Convenience: The Owner reserves the right, for its convenience, to terminate all or any portion of the Contract Services or to terminate this Contract by ten (10) days written notice stating the effective date of the termination. In that case, the Contractor and its Subcontractors shall (except for services necessary for the orderly termination of the Contract Services):

- a. stop all Contract Services so terminated;
- b. place no further order or subcontracts for materials, services, equipment, or supplies on the terminated Contract Services;
- c. assign to the Owner (in the manner and to the extent directed) all of the rights of the subcontracts relating to the terminated Contract Services;
- d. take any action necessary to protect property of the Owner and property in the Contractor's possession in which the Owner has, or may acquire, an interest; and
- e. take any other action toward termination of the Contract Services that the Owner may direct.

Thereafter, the Owner shall pay the Contractor for the terminated Contract Services, subject to the limitations set forth herein, the proportion of the Contract Sum or payment for Performance Tracking Services that the terminated Contract Services actually performed (including materials delivered to the Site) at the date of termination bears to the Contract Services required to be performed for such portion of the Contract Services. No payments shall be made for Contract Services not actually performed, and no payment shall be made or due for lost profits for portions of the Contract Services not actually performed.

13.4 Contractor Termination: Subject to the Owner's right to withhold payments pursuant to Section 10.2, if the Owner fails to make payments to the Contractor as set forth in Article 10 and Schedule E: Payment Schedule, the Contractor may, upon thirty (30) days' prior written notice to the Owner, terminate the Contract and recover from the Owner payment for all Contract Services executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project for the Contract Services performed through the date thereof.

13.5 Funds Not Available: Florence County's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. Pursuant to SC Code Ann § 11-35-2030(3), when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled. Any such cancellation shall be considered a termination for the convenience.

ARTICLE 14 - ASSIGNMENT

14.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 – OTHER CONDITIONS OR PROVISIONS

15.1 Representations and Warranties: Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its governing documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (c) Its execution, delivery, and performance of this Contract will not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party, or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits, or orders that would materially and adversely affect its ability to perform hereunder.

15.2 Cooperation: Each Party will cooperate with and assist the other Party, its advisors, consultants, attorneys, employees, agents, and representatives, at all times during the Contract Time so as to complete the Contract Services in an efficient, timely, and economical manner. Such cooperation and assistance by the Contractor shall include, without limitation, any cooperation or assistance required in connection with the Owner's efforts to obtain financing for the Project.

15.3 Confidential Information

15.3.1 The term "Confidential Information" means any documentation or information defined as either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-

15.3.2 For every document Contractor submits to Owner, Contractor must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Contractor contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Contractor submits to Owner, Contractor must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Contractor contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Contractor submits to Owner, Contractor must separately mark with the word "PROTECTED" every page, or portion thereof, that Contractor contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If only portions of a page are subject to some protection, do not mark the entire page. Contractor (1) agrees to the public disclosure of every page of every document submitted to the Owner, unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED" and (2) agrees that any information not marked, as required by this Section 15.3.2, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act. In determining whether to release documents, Florence County will detrimentally rely on Offeror's marking of documents, as required by this Section 15.3.2, as being either "Confidential" or "Trade Secret" or "PROTECTED". Contractor agrees to defend, indemnify & hold harmless Florence County, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from Florence County withholding information that Contractor improperly marked as "confidential" or "trade secret" or "PROTECTED".

15.4 Amendments: No amendment to this Contract shall be effective until and unless reduced to writing and executed by the Parties.

15.5 Governing Law: This Contract shall be governed by the laws of South Carolina.

15.6 Severability: If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

15.7 No Waiver: No course of dealing or failure of the Owner and/or the Contractor to enforce strictly any term, right or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

15.8 Entire Agreement: This Contract represents the entire agreement between the Owner and the Contractor with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, whether written or oral.

15.9 Rights Cumulative: Except as otherwise provided in this Contract, (i) rights and remedies available to the Owner and/or the Contractor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Owner and/or the Contractor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

15.10 Further Assurances: Each Party hereto shall, from time to time, at the request of the other Party and without further consideration, execute and deliver and cause to be executed and delivered such other instruments and take such other actions as the requesting Party may reasonably request to undertake the Contract Services and carry out the intent and purposes of this Contract.

15.12 Notices: Any information or notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall

be deemed delivered when received. All notices shall be addressed as follows:

If to Owner:

Name: Kevin Yokim, CPA, CGFO
Title: Florence County Finance Director
Address: 180 N. Irby Street, MSC-H Florence, SC, 29501
Telephone: (843) 665-3013 **FAX:** (843) 665-4515
Email: kyokim@florenceco.org

If to Contractor:

Name: Pam Maines
Title: Vice President of Business Development
Address: 1300 North 17th Street, Suite 1500, Arlington, VA 22209
Telephone: (703) 253-1644 **FAX:** (703) 253-1698
Email: pmaines@pepcoenergy.com

The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein before provided for.

15.14 Interest: Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

15.15 Economic Conflict of Interest: A contractor shall not have or exercise any official responsibility regarding a public contract in which the contractor, or a business with which he is associated, has an economic interest. A person working for contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If contractor is asked by any person to violate, or does violate, either of these restrictions, contractor shall immediately communicate such information to the procurement officer. Florence County may rescind, and recover any amount expended as a result of, any action taken or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in Section 8-13-100.

15.16 Illegal Immigration: Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

15.17 Drug-Free Workplace: The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

15.18 False Claims: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

15.19 Non-Indemnification: Any term or condition is void to the extent it requires Florence County to indemnify anyone. It is unlawful for a person charged with disbursements of County funds appropriated by County Council to exceed the amounts and purposes stated in the appropriations. It is unlawful for an authorized public officer to enter

*Florence County and Pepco Energy Services, Inc.
Energy, Water, and Wastewater Services Performance Contract*

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into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year.

15.20 Minority Business Enterprises: Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE's name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

15.22 Interpretation of Building Codes: Florence County Planning Department shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and Florence County Planning Department for resolution.

15.23 Intellectual Property Indemnity: Without limitation and notwithstanding any other provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the Indemnitees against all actions, proceedings or claims of any nature (and for all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving Intellectual Property (IP) rights related to the Instruments of Service. Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with a detailed, exact statement of particulars (such as a statement prescribing materials, dimensions, and quality of work) furnished by Florence County unless Contractor knew its compliance with Florence County's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with a detailed, exact statement of particulars furnished by Florence County if Florence County knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. Florence County must reasonably cooperate with Contractor's defense of such claims or suits and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, may allow Contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Florence County may participate in the defense of any action. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. "IP rights" means any rights protected by the laws governing patents, copyrights, trademarks, trade secrets, or any other proprietary rights. As used in this paragraph, "Indemnitees" means Florence County (including its instrumentalities, agencies, departments, boards, and political subdivisions), third party contractors of Florence County and their subcontractors at all tiers, and the officers, agents and employees of all the foregoing.

16. Owner agrees that Contractor shall have the right as it may reasonably request and in any event not less frequently than annually, with prior notice, to inspect Premises to determine if Owner is complying, and shall have complied, with its obligations as set forth in Schedule F and Schedule G. The parties agree that Owner's failure to follow said procedures will have a materially adverse effect upon guaranteed savings.

17. Federal Tax Credit: If at a later date 179D tax deduction is determined by Pepco Energy Services to be of benefit to Pepco Energy Services; Florence County agrees to allocate Contractor the Section 179D tax deduction under the Internal Revenue Code for all services performed under this Agreement. Florence County further agrees to provide Contractor with reasonable assistance, including but not limited to completion of all necessary reports and documentation that Contractor is required to complete, so that Contractor may qualify for the 179D tax deduction; and Contractor agrees to share this benefit with a 50/50 split between Florence County and Contractor by reducing Construction project cost or Contractor providing additional services to Florence County valued at 50% of the tax credit value.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of Ordinance No. _____ adopted by the County Council on December 11, 2014. The Ordinance was read at three public meetings of the County Council on three separate days, October 16, 2014, November 20, 2014, and December 11, 2014. An interval of at least seven days occurred between second and third readings of the Ordinance. At each such meeting, a quorum of the County Council was present and remained present throughout the meeting.

All such meetings were regular meetings of the County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

The original of the Ordinance is duly entered in the permanent records of County Council, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this _____ day of December, 2014.

(SEAL)

Clerk to Florence County Council,
Florence County, South Carolina

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Ordinance No. 12-2014/15
Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 12-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 12-2014/15

Sponsor(s) : Economic Development
 First Reading : October 16, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : November 20, 2014
 Second Reading : November 20, 2014
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 12-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN FLORENCE COUNTY AND PROJECT COWGIRL, WHEREBY FLORENCE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT COWGIRL, AND PROVIDING FOR PAYMENT BY PROJECT COWGIRL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; AND OTHER MATTERS RELATING THERETO.]

WHEREAS:

1. **FLORENCE COUNTY, SOUTH CAROLINA** (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. _____ dated as of _____, 2014, authorizing an incentive and millage rate agreement (the "Incentive Agreement") for the benefit of the company identified as Project Cowgirl, with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a service facility; and
3. The Project is anticipated to result in a taxable investment of approximately \$3,575,000 and in the creation of approximately 153 new jobs within five years the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and

4. The County has determined on the basis of the information supplied to it by Project Cowgirl that the Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and
5. Pursuant to the Incentive Agreement, the County has agreed to enter into a fee in lieu of tax agreement with Project Cowgirl, whereby the County would provide therein for a payment of fees in lieu of taxes by Project Cowgirl with respect to the Project pursuant to the FILOT Act (the "Fee Agreement"); and
6. Project Cowgirl has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes which the County proposes to execute and deliver; and
7. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of Florence County, the Florence County Council as follows:

Section 1. It is hereby found, determined and declared by the County Council as follows:

(a) The Project constitutes a "project" as defined in the FILOT Act and will constitute "economic development property" as said term is referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The terms and provision of the Incentive Agreement are hereby ratified and approved and incorporated herein and made a part hereof;

(c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

(d) The Project will give rise to no pecuniary liability of the county or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The inducement of the location of the Project within the County and the State is of paramount importance;

(f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and

(g) 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 is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to Project Cowgirl and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

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

FEE AGREEMENT
BETWEEN
FLORENCE COUNTY, SOUTH CAROLINA
AND
PROJECT COWGIRL
DATED
AS OF
DECEMBER __, 2014

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

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

Draft

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of December __, 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 Project Cowgirl, a South Carolina corporation (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 such 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 this Fee Agreement regarding the Project;

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 a Resolution authorizing an incentive agreement adopted on November __, 2014 (the "Resolution"), the County committed to enter into this Fee Agreement with the Company, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on December __, 2014 (the "Ordinance"), as an incentive to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies property within the Project as economic development property under the Act subject to the terms and conditions hereof;

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 and any Sponsors 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 shall include any amendments to that document, 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 may be located in a Multi-County Industrial Park and, as such, would 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 Provision"). 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 Provision.

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the prior written consent of both the County and the Company.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"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.

"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.

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

“Documents” means the Ordinance, this Fee Agreement, the Incentive Agreement, and the Resolution.

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

“Economic Development Property” shall be as defined in Section 12-44-30(6) of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property 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 December __, 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 5.3 hereof.

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

“Incentive Agreement” means the Incentive Agreement between the County and the Company effective November __, 2014.

“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 fifth property tax year following the Commencement Date, subject to an extension of such period as provided in Section 3.2 hereof.

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

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

“Ordinance” means the Ordinance adopted by the County on December __, 2014, authorizing this Fee Agreement.

"Payments-in-Lieu-of-Taxes" means the payments to be made by Sponsors pursuant to Section 5.1 of this Fee Agreement.

"Project" means the Real Property and the Equipment and Improvements located on the 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, subject to the agreement herein of certain Real Property excluded from this Fee Agreement. The parties agree that Project shall consist of such property so identified by the Company in connection with its/their annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as 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 land identified by the Company as eligible for inclusion as Economic Development Property under the Act, 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 Company acknowledges that land, buildings and other appurtenances thereto, within the City of Florence's Tax Incentive Financing (TIF) district, located in downtown Florence, will not be eligible as Economic Development Property in the Project, but the value of such land, buildings and other appurtenances thereto, are included in the minimum investment as defined by Section 12-44-30(14) of the Act.

"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 5.2 hereof.

"Resolution" means the Resolution of the County Council authorizing the Incentive Agreement adopted on November __, 2014.

"Sponsors" shall mean all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, sponsor affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Sponsor, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

"Stage" in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, 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.* Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including but not limited to any obligation for the payment of money, shall not be deemed to constitute a pecuniary liability or a charge against its general credit or taxing power; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, 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.

(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 on its part 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, 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 County is now a party or by which it is bound.

(c) To the best of 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 the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

(d) To the best of the County's knowledge, 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 have 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 such 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 County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project. Based upon representations made by the Company to the County, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, except as otherwise provided herein, and subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property.

No representation of the County is hereby made with regard to compliance by the Project with laws regulating (i) environmental matters pertaining to the Project, (ii) the offer or sale of any securities, or (iii) the marketability of title to any property, including the Real Property, Improvements, or Equipment.

SECTION 3.2. *Covenants by the County.* Upon receipt of written request from the Company, the County agrees to consider a request the Company may make 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, and upon granting of any such extension (if any), cooperate with the Company in the filing with the DOR a copy of such extension within the time period required under the Act. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representation, Warranties and Covenants of the Company.* The Company makes the following representations and warranties, and enters into the following covenants with the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina and is qualified to do business in 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) To the best of the Company's knowledge, 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 best of 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 Company or the consummation of the transactions described in the Documents.

(d) 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.

(e) In accordance with and as required by Section 12-44-30(14) of the Act, the Company commits to a Project which meets a minimum investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

(f) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to acquire and construct the Project in the County.

(g) Each year during the term of the Fee Agreement, the Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of the most recent annual filings made with DOR with respect to the Project, not later than thirty (30) days following delivery thereof to DOR. In addition, the Company shall report during the Investment Period, at the same time it files the most recent filings with DOR, the number of new jobs created and maintained at the Project to the County, and the wage levels of such jobs.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company (together with any Sponsors) 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.

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

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this 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 business purposes.

SECTION 4.4. *Representations and Covenants.* No representation of the County is hereby made with regard to the design, capabilities, or condition of the Project or compliance by the Project with laws regulating the construction or acquisition of the Project or environmental matters pertaining to the Project.

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 the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Company and any Sponsors shall be required to make 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 (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments 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 Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed (which the parties understand to be 367 mills in effect on June 30, 2014). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

- (i) for any real property, 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; otherwise, the fair market value 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 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, 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, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year following the year in which the Economic Development Property is first placed in service. 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 on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(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 paragraphs (a) and (b), above, for a period not exceeding 30 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of Economic Development Property. Replacement Property does not have to serve the same function as the property it is replacing. 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. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 30-year fee period for the property which it is replacing.

(e) The Company specifically agrees that land, buildings and other appurtenances thereto, within the City of Florence's Tax Incentive Financing (TIF) district, located in downtown Florence, will not be eligible as Economic Development Property in the Project, but the value of such land, buildings and other appurtenances thereto, are included in the minimum investment as defined by Section 12-44-30(14) of the Act.

SECTION 5.2. *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 therefore. 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 5.2. Subject to the provisions of Section 9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-

in-Lieu-of-Taxes required by Section 5 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 5.2, subject, however, at all times to the provision of Section 9.2(c) regarding the maintenance of the minimum investment required by the Act.

(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 Section 5.2(a) hereof. 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 as Replacement Property.

SECTION 5.3. 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 the nineteenth year 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 required or permitted under 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 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 of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all rights and privileges granted to any 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 committed and will not knowingly commit any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located.

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 is 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 confidential 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, 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; or (ii) 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 concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing. 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 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. *Assignment.* With the County's written consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers, transfers to affiliates and/or subsidiaries of the Company, or any other transfers not requiring consent of the County under the Act. No assignment, transfer, or sublease shall affect or reduce any of the obligations of the Company hereunder, which shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, except that the

Company shall be released from its/their obligations hereunder upon the written consent of, and release by the County, which shall not be unreasonably withheld. The Company shall give the County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator, Chairman of County Council, and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

SECTION 8.3. *Administrative Expenses.* The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) the Incentive Agreement dated October __, 2014 (the "Incentive Agreement"), (iii) all other documents related to this Fee Agreement, the Incentive Agreement, and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement, the Incentive Agreement, and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel, with the total of such Administration Expenses not to exceed \$7,500.

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" on behalf of the Company under this Fee Agreement:

(a) If the Company shall fail to make any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement after written notice of such default has been given and such default continues for a period of 60 days; 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 60 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 60 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during

such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; 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 the Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself/themselves under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing to their inability to pay their debts generally as they become due; or

(d) If a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

SECTION 9.2. Remedies on Default by the Company; Failure to Maintain Minimum Investment Required by the Act.

(a) Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement. Although the Parties acknowledge that the Project is exempt from *ad valorem* property taxes, there shall be a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act, and 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) and the Act relating to the enforced collection of taxes.

(b) The County's right to receive Payments-in-Lieu-of-Taxes hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of S.C. Code Ann. (1976), as amended. In the event the Company should fail to make any of the payments required in this Fee Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and, in the case of the Payments-in-Lieu of Taxes, subject to the penalties provided by law until paid.

(c) In the event the Company or any Sponsor fails to reach or maintain the minimum investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), this Fee Agreement shall terminate and the Company or such Sponsor shall pay the County all amounts due pursuant to the Act as a result of such failure, if any. In no event shall the Payments-in-Lieu-

of-Taxes terminate with respect to any Sponsor or the Company as long as the Company or such Sponsor maintains a minimum investment of \$2,500,000 (without regard to depreciation).

(d) The Company acknowledges that it has projected certain investment levels and job creation requirements in connection with the Project as more particularly described in the Incentive Agreement. A failure to reach such commitments shall entitle the County to the remedy provided in the Incentive Agreement, which shall be the County's sole and exclusive remedy for the Company's failure to reach such commitments. Therefore, a failure to reach such investment levels and job creation levels shall not in itself give the County the right to terminate this Fee Agreement, except as otherwise specifically provided herein.

SECTION 9.3. *Default by County and the Company's Remedies.* In the event the County fails to observe or perform any covenant, condition, or agreement required to be performed or observed by the County under the Documents and this Fee Agreement, the Company may bring such actions against the County as are available to it at law or in equity.

SECTION 9.4. *No Remedy Exclusive.* Except as expressly otherwise provided herein, no remedy herein conferred upon or reserved to the County or the 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, 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/Parties 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.

SECTION 9.6. *Certain Company Obligations to Survive Termination.* No termination or expiration of the term of this Agreement shall relieve the Company of its liability and obligations to make the payments due and payable under this Fee Agreement, all of which shall survive any such termination.

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 (but not any Sponsor unless the Company consents) 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 liable for ad valorem property taxes on the Project or such portion thereof, prospectively only.

**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 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, subject, at all times, to the requirements of such applicable law. The Parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible 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:

Florence, S.C. 29501

With a copy to:

Turner Padget
P.O. Box 5478
Florence, S.C. 29502
Attention: Arthur E. Justice, Jr., Esq.
Facsimile: (843) 413-5819

If to the County:

Florence County, South Carolina
180 North Irby Street
Florence, South Carolina 29501
Attention: County Administrator
Facsimile: (843) 665-3035

With a copy to:

Haynsworth Sinkler Boyd
P.O. Box 11889
Columbia, S.C. 29211-1889
Attention: William R. Johnson, Esq.
Facsimile: (803) 765-1243

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the Parties 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 arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, 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 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, Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the Company shall notify the County in writing, and the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

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 may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts. Any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

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

SECTION 11.9. *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 11.10. *Further Assurance.* From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[Signature Page Follows]

Draft

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

FLORENCE COUNTY, SOUTH CAROLINA

James Schofield
Chairman, County Council of Florence County

ATTEST:

Connie Y. Haselden
Clerk to County Council
Florence County, South Carolina

_____, INC.

By: _____

Its: _____

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 20, 2014

AGENDA ITEM: Ordinance No. 13-2014/15
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 114 Steele Ave., Pamplico, More Specifically Shown On Tax Map Number 60008, Block 01, Parcel 004, From Rural Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.] (*Planning Commission denied 4-4: Council District 2*)

POINTS TO CONSIDER:

1. The subject property's designation, as established by the Land Use Map of the Florence County Comprehensive Plan, is Rural Preservation.
2. The applicant is proposing to change the designation to Commercial Growth and Preservation to recognize change in technology, the style of living, or manner of doing business.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 13-2014/15
2. Staff report for PC#2014-09
3. Comprehensive Land Use Plan Map
4. Aerial Map

| | | |
|------------------------------------|---------------------------------|----------------------------------|
| Sponsor(s) | : Planning Commission | I, _____, |
| Planning Commission Consideration | : October 28, 2014 | Council Clerk, certify that this |
| Planning Commission Public Hearing | : October 28, 2014 | Ordinance was advertised for |
| Planning Commission Action | : October 28, 2014 [Denied 4-4] | Public Hearing on _____. |
| First Reading/Introduction | : November 20, 2014 | |
| Committee Referral | : N/A | |
| County Council Public Hearing | : | |
| Second Reading | : | |
| Third Reading | : | |
| Effective Date | : Immediately | |

ORDINANCE NO. 13-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 114 Steele Ave., Pamplico, More Specifically Shown On Tax Map Number 60008, Block 01, Parcel 004, From Rural Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on October 28, 2014.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designation for property in Florence County located at 114 Steele Ave., Pamplico, more specifically shown on Tax Map Number 60008, Block 01, Parcel 004, from Rural Preservation to Commercial Growth and Preservation. The parcel consists of approximately .82 acres.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
OCTOBER 28, 2014
PC#2014-09**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designation for property in Florence County located in Pamplico, SC from Rural Preservation to Commercial Growth and Preservation.

Location: 114 Steele Ave.

Tax Map Numbers 60008, Block 01, Parcel 004

Council District(s): 2; County Council

Applicant: Allan Austin for the SC Home Mission Board

Land Area: 1 parcel, approximately .82 acres

Staff Analysis:

The property is currently designated as Rural Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designation to Commercial Growth and Preservation.

Staff's Justification/Reason for the proposed amendment is to recognize change in technology, the style of living, or manner of doing business.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Commercial Growth and Preservation. Commercial Growth and Preservation protects and sustains existing commercial areas, including property values and amenities, and provides areas along important corridors or at key community points that are expected to have increasing economic significance.

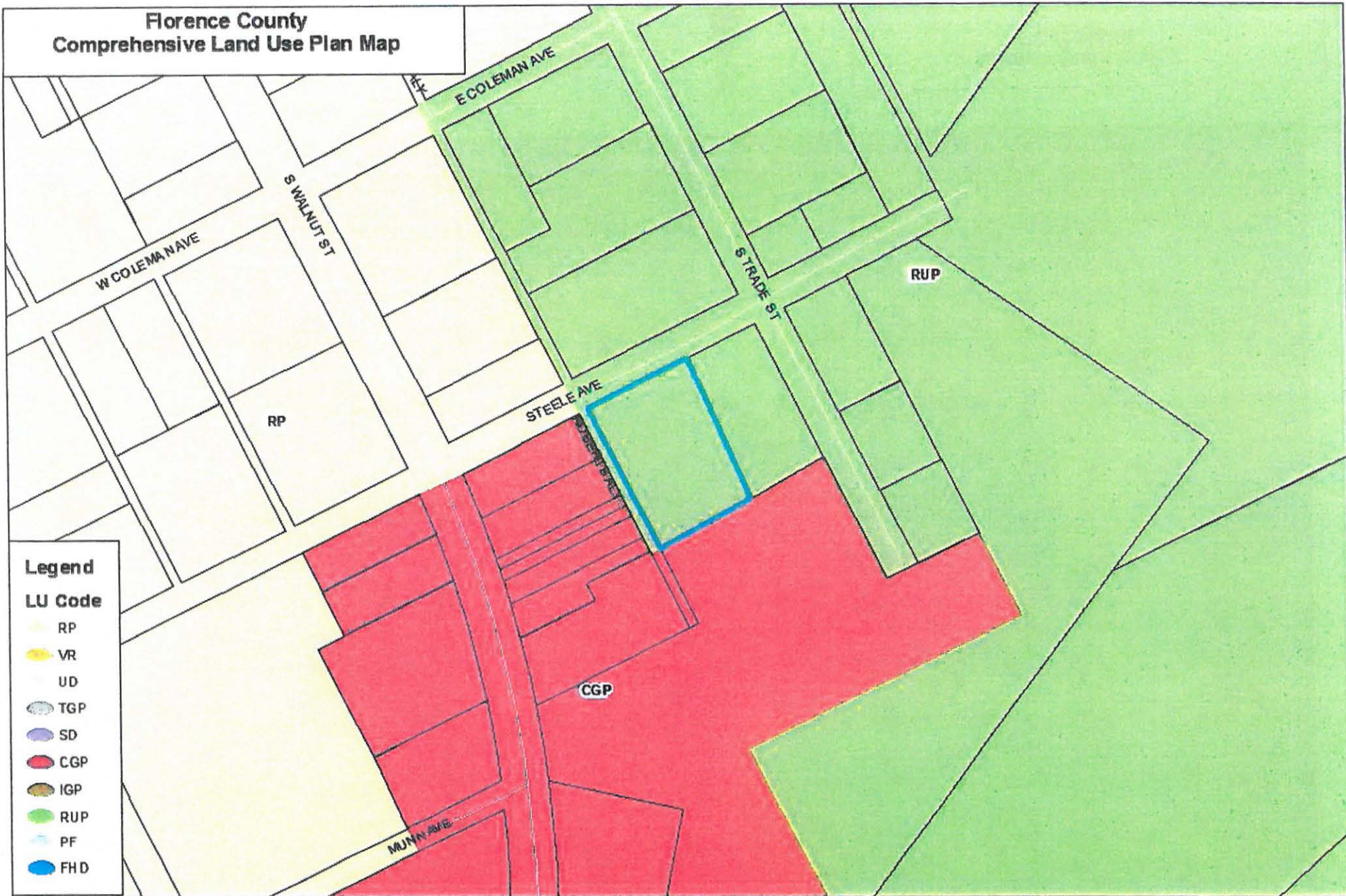
Florence County Planning Commission Action: October 28, 2014:

The eight Planning Commission members present denied 4-4 to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for a Commercial Growth and Preservation land use designation to sustain existing commercial areas, including property values and amenities, and provide areas along important corridors or at key community points that are expected to have increasing economic significance.

Florence County Comprehensive Land Use Plan Map



Legend

LU Code

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

0 87.5 175 350 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-09-25



Council District(s): 2
PC#2014-09

2011 Aerial



0 95 190 380 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-09-25



Council District(s): 2
PC#2014-09

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Introduction of Ordinance No. 14-2014/15

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (Polyquest).)

OPTIONS:

1. *(Recommended)* Approve Introduction of Ordinance No. 14-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 14-2014/15

Sponsor(s) : Finance Department
First Reading : November 20, 2014
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Public Hearing :
Second Reading :
Third Reading :
Effective Date :

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

ORDINANCE NO. 14-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE TO AMEND THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK DATED NOVEMBER 18, 2010 BY AND BETWEEN DARLINGTON AND FLORENCE COUNTIES SO AS TO ENLARGE THE PARK (POLYQUEST).

WHEREAS:

1. Darlington County and Florence County entered into an agreement for development of a joint county industrial and business park dated as of November 18, 2010 (the "Park Agreement"); and
2. Pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Darlington County and Florence County; and
3. It is now desired that the boundaries of the Park be enlarged; and
4. The expansion of the Park shall include the real estate described in the schedule attached to this Ordinance as Exhibit A (as such description may be hereafter refined) ("Property").

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

Section 1. The Park Agreement is hereby and shall be amended to include the Property.

Section 2. The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved, and the Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Polyquest, Inc. and Darlington County.

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

present and remained present throughout the meeting.

Excerpts of the minutes of the meetings of the County Council, as required by the Freedom of Information Act, Chapter 4, Title 1, are being provided in accordance with said meetings of County Council.

in full force and effect.

EOFF, I have hereunto set my Hand and the Seal of the County of Santa Clara, as of this ____ day of _____, 20____.

Signature: _____
Name: Connie Y. Yee
Title: Clerk to the Board of Supervisors

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

The Ordinance is now in full force and effect.

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

EXHIBIT A

POLYQUEST PROPERTY
DARLINGTON COUNTY

All that certain piece, parcel or tract of land with any improvements thereon, in the County of Darlington, State of South Carolina, being described more particularly as consisting of 25.40 acres, more or less, as shown on a plat prepared for The County of Darlington by Nesbitt Surveying Company, Inc., dated January 21, 2011, recorded in Plat Book 208 at page 105 in the Office of the Clerk of Court for Darlington County, South Carolina. For a more accurate description of metes and bounds to said 25.40 acres, more or less, as shown on the above plat, reference is made to said plat which is incorporated herein and made a part of this conveyance by reference thereto.

Identified as tax map number 143-00-02-090.

Draft

EXHIBIT B

AMENDMENT TO PARK AGREEMENT

Draft

STATE OF SOUTH CAROLINA) AMENDMENT TO AGREEMENT FOR THE
COUNTY OF DARLINGTON) DEVELOPMENT OF JOINT COUNTY
COUNTY OF FLORENCE) INDUSTRIAL AND BUSINESS PARK DATED
NOVEMBER 18, 2010 (POLYQUEST)

THIS AMENDMENT ENTERED INTO AS OF THE ____ DAY OF _____, 20____
BETWEEN DARLINGTON COUNTY, SOUTH CAROLINA AND FLORENCE COUNTY,
SOUTH CAROLINA

By authority of Ordinance No. _____ enacted by the County Council of
Darlington County on _____ and Ordinance No. _____ enacted by the
County Council of Florence County on _____, for value received, Darlington County
and Florence County hereby agree that the property described in Exhibit A attached hereto is hereby
added to and shall be deemed to be a part of the Agreement for Development of Joint County
Industrial and Business Park between Darlington County and Florence County dated as of
November 18, 2010 (the "Park Agreement"). All other terms and provisions of said Agreement
shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**DARLINGTON COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: Wesley Blackwell
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: J. JaNet Bishop
Title: Clerk to County Council

**FLORENCE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: James T. Schofield
Title: Chairman of County Council

ATTEST:

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

EXHIBIT A

POLYQUEST PROPERTY
DARLINGTON COUNTY

All that certain piece, parcel or tract of land with any improvements thereon, in the County of Darlington, State of South Carolina, being described more particularly as consisting of 25.40 acres, more or less, as shown on a plat prepared for The County of Darlington by Nesbitt Surveying Company, Inc., dated January 21, 2011, recorded in Plat Book 208 at page 105 in the Office of the Clerk of Court for Darlington County, South Carolina. For a more accurate description of metes and bounds to said 25.40 acres, more or less, as shown on the above plat, reference is made to said plat which is incorporated herein and made a part of this conveyance by reference thereto.

Identified as tax map number 143-00-02-090.

Draft

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Boards & Commissions
 Board of Assessment Appeals

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Re-Appoint Susan Snow To Serve On The Board Of Assessment Appeals, Representing Council District 8, With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Board of Assessment Appeals.

FLORENCE COUNTY BOARD OF ASSESSMENT APPEALS

AUTHORITY:

Ordinance # 06-2003/04

APPOINTED BY:

County Council

MEMBERSHIP ROSTER

Nine (9) Members: One from each Council district for a term of four years or until successors are appointed and qualified.

| <u>Council District</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-----------------------------|---|------------------------|
| 1 | Ted Walter 520 Williams Street Lake City, SC 29560 | 6/2013 |
| 2 | A. C. Allen, Chair 2431 Allen Road Effingham, SC 29541 | 669-9867 6/2009 |
| 3 | Marion McDowell 1120 N. Elmgrove Ave. Florence, SC 29506 | 843 662-9028 6/2013 |
| 4 | Joseph "Joey" M. Brown, Jr. 4219 Oak Grove Road Effingham, SC 29541 | 662-3367 6/2006 |
| 5 | David S. Kelley 1449 N. Jones Road Olanta, SC 29114 | 659-3133 6/2006 |
| 6 | Stoney Moore 4516 Justine Road Florence, SC 29506 | 665-4839 - H 6/2014 |

- | | | |
|---|--|------------------------|
| 7 | Roland Briggs 1941 Goose Pond Lane Post Office Box 15207 Quinby, SC 29506 | 317-9682 6/2015 |
| 8 | Mrs. Susan Snow, Secretary 547 Fairway Drive Florence, SC 29501 | 669-3235 - H 6/2007 |
| 9 | Dwight Hyman 1021 Mockingbird Circle Florence, SC 29501 | 6/2015 |

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Boards & Commissions
 Pee Dee Regional Airport Authority

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Nomination Of Marion McDowell To The Governor For Appointment To The Pee Dee Regional Airport Authority (Replacing Leroy Edwards), With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Pee Dee Regional Airport Authority.

PEE DEE REGIONAL AIRPORT AUTHORITY

APPOINTED BY:

GOVERNOR

MEMBERSHIP ROSTER

Three Members appointed by County Council for recommendation to the Governor for his approval. Four-year terms.

| <u>SEAT</u> | <u>COUNTY COUNCIL APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-------------|---|-----------------------|
| 1 | E. Leroy Nettles, Jr. Post Office Box 699 Lake City, SC 29560 tnettles@peedeeelectric.com 843-292-4338 - Office 843-394-5099 - Home | 6/2008 |
| 2 | Leroy Edwards 809 Fiesta Lane P O Box 1683 Florence, SC 29503 Ruthena25@yahoo.com 843 669-1356 - Home | 6/2014 |
| 3 | Frank M. 'Buzz' Rogers, IV 4505 Emerald Lake Road Timmonsville, SC 29161 | 06/2018 |

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Boards & Commissions
 Planning Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Re-Appoint Doris Lockhart To Serve On The Planning Commission, Representing Council District 3, With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Planning Commission.

FLORENCE COUNTY PLANNING COMMISSION

AUTHORITY:

Ordinance #26-96/97
Ordinance #13-2006/07
Ordinance No 17-2007/08

APPOINTED BY:

County Council

The Florence County Planning Commission shall consist of at least nine (9) members to be appointed by the Florence County Council. Up to two (2) additional members shall be appointed if a contract for planning services exists with one or more municipalities, each being selected from a separate participating municipality. After initial staggering terms, terms are for four years.

| <u>COUNCIL</u> <u>DISTRICT</u> | <u>APPOINTEE</u> | <u>(Terms begin July 1, 2008)</u> <u>TERM TO EXPIRE</u> | |
|-----------------------------------|---|--|--------|
| 1 | Roger Kirby P O Box 935 Lake City, SC 29560 rogerkkirby@gmail.com | 374-7653 - O 394-7360 - H | 6/2016 |
| 2 | Jeffrey M. Tanner 2807 Vox Hwy. Hemingway, SC 29554 Jeff.tanner@wellmanplastics.com | 386-8206 - O 386-9321 - H | 6/2015 |
| 3 | Doris Lockhart 3403 Savannah Grove Road Effingham, SC 29541 dlock8963@hotmail.com | 664-0050 - O 662-9907 - H 665-9447 – Fax | 6/2014 |
| 4 | Mark Fountain 3301 Maple Chase Lane Florence, SC 29501 fountainjmark@aol.com | 206-7400 | 6/2016 |
| 5 | Cheryl Floyd 2607 Claussen Road Florence, SC 29505 cfloyd@hbapeedee.com | 661-0276 - H 665-5885 - O 250-5885 - O | 6/2015 |
| 6 | Chairman David Hobbs 3303 E. Winlark Drive Florence, SC 29506 dhobbs@sc.rr.com | 667-7141 - O 665-8593 – H | 6/2018 |

| | | | |
|---|--|------------------------------|--------|
| 7 | Cecil Cunha 2711 Barkley Avenue Florence, SC 29505 cecil.cunha@yahoo.com | 665-6199 - H | 6/2016 |
| 8 | Vice-Chairman Jody Bryan Lane P O Box 4807 Florence, SC 29502 jodyblane@gmail.com | 667-0752 - H | 6/2015 |
| 9 | Linda Borgman 1010 Birch Circle Florence, SC 29501 linda@newharmonypres.org | 662-8411 - O 669-5157 - H | 6/2018 |

TWO MUNICIPAL APPOINTEES:

| | | |
|----|--|------------------------|
| 1. | Vacant | 6/2016 |
| 2. | T. R. "Teddy" Green, III 25 Queen Elizabeth Way Quinby, SC 29506 tgreenjr@sc.rr.com | 669-4983 - H 6/2010 |

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Boards & Commissions
 Policy Commission on Recreation

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Re-Appoint Kenny Lovette To Serve On The Policy Commission On Recreation,
Representing Council District 3, With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Policy Commission on Recreation.

POLICY COMMISSION ON RECREATION

AUTHORITY **ORDINANCES #04-81/82, #07-81/82, #16-01/02, #28-06/07**

APPOINTED BY: **COUNTY COUNCIL**

Ten (10) members; nine (9) appointed by County Council, one (1) at-large recommended by the nine Commission members with County Council approval; staggered terms initially then for a term of four years, appointees holding office until successor is appointed and qualified.

| <u>COUNCIL DIST.</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|--------------------------|--|--|
| 1 | Eric Sebnick 1673 Olanta Hwy. Scranton, SC 29591 | 843 389-1761 (H) 6/2015 |
| 2 | Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583 | 843 493-2182 (H) 843 493-2502 (W) 6/2010 |
| 3 | Kenny Lovette 328 Magna Carta Road Florence, SC 29501 | 843 669-8312 (H) 6/2009 |
| 4 | Levy Sadler 5948 Clearbrook Drive Effingham, SC 29541 | 6/2011 |
| 5 | Darryl Jackson 3680 Breckridge Circle Florence, SC 29505 | 843 669-8221 (W) 843 673-9465 (H) 6/2018 |
| 6 | William L. Breeden, Jr. 4721 Justine Drive Florence, SC 29506 | 843 662-9962 6/2017 |
| 7 | Rev. Anthony Howard 1476 East Old Marion Hwy. Florence, SC 29506 | 843 667-8235 (H) 6/2014 |
| 8 | Joseph Huggins 510 Welch Road Timmonsville, SC 29161 | 843 346-3696 6/2018 |
| 9 | G. Geer Ward, Jr. 928 Swan Point Florence, SC 29501 | 843 667-4830 (H) 843 678-0918 (P) 6/2017 |

At-Large

Paige W. Skinner
1801 Bishop Drive
Florence, SC 29505

843 667-8584

6/2011

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2015 Through September 30, 2014 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY15
07/01/14 TO 09/30/14**

| | YEAR-TO-DATE | | | |
|----------------------------|-------------------|-------------------|-------------------|---------------|
| | BUDGETED | ACTUAL | REMAINING | PCT |
| | REVENUE | REVENUE | BALANCE | |
| REVENUES | | | | |
| Taxes | 37,940,690 | 29,274,840 | 8,665,850 | 22.84% |
| Licenses & Permits | 1,525,350 | 169,341 | 1,356,009 | 88.90% |
| Fines & Fees | 3,229,000 | 681,214 | 2,547,786 | 78.90% |
| Intergovernmental | 5,932,783 | 86,812 | 5,845,971 | 98.54% |
| Sales and Other Functional | 5,838,050 | 1,309,437 | 4,528,613 | 77.57% |
| Miscellaneous | 418,250 | 209,994 | 208,256 | 49.79% |
| Operating Transfers | (858,689) | - | (858,689) | 100.00% |
| Use of Fund Balance | - | - | - | |
| TOTAL | 54,025,434 | 31,731,638 | 22,293,796 | 41.27% |

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY15
07/01/14 TO 09/30/14**

| | | BUDGETED | YEAR-TO-DATE | REMAINING | |
|--------------|-----------------------------------|-------------|--------------|------------|---------|
| | | EXPENDITURE | ACTUAL | BALANCE | PCT |
| EXPENDITURES | | | EXPENDITURE | | |
| 10-411-401 | County Council | 353,581 | 73,563 | 280,019 | 79.20% |
| 10-411-402 | Administrator | 631,634 | 114,519 | 517,114 | 81.87% |
| 10-411-403 | Clerk of Court | 1,836,252 | 404,375 | 1,431,877 | 77.98% |
| 10-411-404 | Solicitor | 1,111,272 | 286,018 | 825,254 | 74.26% |
| 10-411-405 | Judge of Probate | 583,476 | 121,098 | 462,377 | 79.25% |
| 10-411-406 | Public Defender | 761,055 | 148,641 | 612,414 | 80.47% |
| 10-411-407 | Magistrates | 2,347,412 | 537,263 | 1,810,149 | 77.11% |
| 10-411-409 | Legal Services | 79,000 | 31,216 | 47,784 | 60.49% |
| 10-411-410 | Voter Registration & Elections | 577,248 | 120,338 | 456,910 | 79.15% |
| 10-411-411 | Finance | 770,075 | 178,113 | 591,962 | 76.87% |
| 10-411-412 | Human Resources | 397,559 | 90,993 | 306,566 | 77.11% |
| 10-411-413 | Procurement & Vehicle Maintenance | 649,999 | 187,558 | 462,441 | 71.14% |
| 10-411-414 | Administrative Services | 447,053 | 83,558 | 363,495 | 81.31% |
| 10-411-415 | Treasurer | 1,245,007 | 292,489 | 952,518 | 76.51% |
| 10-411-416 | Auditor | 479,576 | 97,643 | 381,933 | 79.64% |
| 10-411-417 | Tax Assessor | 1,330,487 | 294,433 | 1,036,054 | 77.87% |
| 10-411-418 | Planning and Building | 2,068,117 | 392,147 | 1,675,970 | 81.04% |
| 10-411-419 | Complex | 1,374,112 | 353,946 | 1,020,166 | 74.24% |
| 10-411-420 | Facilities Management | 758,623 | 185,123 | 573,500 | 75.60% |
| 10-411-427 | Information Technology | 2,097,533 | 531,064 | 1,566,470 | 74.68% |
| 10-411-446 | Veteran's Affairs | 155,822 | 33,427 | 122,395 | 78.55% |
| 10-411-480 | Senior Citizen Centers | 325,223 | 31,810 | 293,413 | 90.22% |
| 10-411-485 | General Direct Assistance | 217,996 | 28,559 | 189,437 | 86.90% |
| 10-411-488 | Contingency | 225,140 | 53,510 | 171,630 | 76.23% |
| 10-411-489 | Employee Non-Departmental | 526,415 | 157,475 | 368,940 | 70.09% |
| 10-421-421 | Sheriff's Office | 17,004,890 | 4,283,966 | 12,720,924 | 74.81% |
| 10-421-422 | Emergency Management | 2,475,320 | 619,797 | 1,855,523 | 74.96% |
| 10-451-423 | EMS | 5,763,141 | 1,174,788 | 4,588,353 | 79.62% |
| 10-451-424 | Rescue Squads | 359,211 | 12,062 | 347,149 | 96.64% |
| 10-451-425 | Coroner | 327,969 | 93,860 | 234,109 | 71.38% |
| 10-451-441 | Health Department | 80,934 | 27,745 | 53,189 | 65.72% |
| 10-451-442 | Environmental Services | 809,999 | 166,822 | 643,177 | 79.40% |
| 10-451-485 | Health Direct Assistance | 14,502 | - | 14,502 | 100.00% |
| 10-461-485 | Welfare - MIAP & DSS | 552,433 | 228,744 | 323,689 | 58.59% |
| 10-471-451 | Recreation | 1,828,856 | 477,925 | 1,350,931 | 73.87% |
| 10-471-455 | County Library | 3,628,157 | 847,085 | 2,781,072 | 76.65% |
| 10-481-485 | Literacy Council | 4,515 | - | 4,515 | 100.00% |
| TOTAL | | 54,199,594 | 12,761,673 | 41,437,921 | 76.45% |

Percent of Fiscal Year Remaining = 75.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/14 TO 09/30/14**

| | BUDGETED EXPENDITURE | YEAR TO DATE CURRENT | REMAINING BALANCE | PCT | BUDGETED REVENUE | YEAR TO DATE CURRENT | REMAINING BALANCE | PCT |
|---|-------------------------|-------------------------|----------------------|--------|---------------------|-------------------------|----------------------|--------|
| 45 County Debt Service Fund | 3,966,684 | 188,934 | 3,777,750 | 95.24% | 3,966,684 | 3,496,090 | 470,594 | 11.86% |
| 112 Economic Development Partnership Fund | 439,749 | 91,244 | 348,505 | 79.25% | 439,749 | 56,937 | 382,812 | 87.05% |
| 123 Local Accommodations Tax Fund | 2,473,549 | 550,885 | 1,922,664 | 77.73% | 2,473,549 | 310,005 | 2,163,544 | 87.47% |
| 124 Local Hospitality Tax Fund | 1,543,062 | 416,335 | 1,126,727 | 73.02% | 1,543,062 | 267,826 | 1,275,236 | 82.64% |
| 131 District Utility Allocation Fund | 1,000,000 | 117,310 | 882,690 | 88.27% | 1,000,000 | 1,000,000 | - | 0.00% |
| 132 District Infrastructure Allocation Fund | 1,013,601 | 99,651 | 913,950 | 90.17% | 1,013,601 | 698,601 | 315,000 | 31.08% |
| 151 Law Library Fund | 100,000 | 12,000 | 88,000 | 88.00% | 100,000 | 7,454 | 92,546 | 92.55% |
| 153 Road System Maintenance Fee Fund | 3,836,860 | 1,005,188 | 2,831,672 | 73.80% | 3,836,860 | 857,492 | 2,979,368 | 77.65% |
| 154 Victim/Witness Assistance Fund | 225,404 | 24,899 | 200,505 | 88.95% | 225,404 | 39,580 | 185,824 | 82.44% |
| 421 Landfill Fund | 4,132,165 | 398,830 | 3,733,335 | 90.35% | 4,132,165 | 164,725 | 3,967,440 | 96.01% |
| 431 E911 System Fund | 1,189,211 | 58,110 | 1,131,101 | 95.11% | 1,189,211 | 31,136 | 1,158,075 | 97.38% |
| TOTALS: | 19,920,285 | 2,963,386 | 16,956,899 | 85.12% | 19,920,285 | 6,929,846 | 12,990,439 | 65.21% |

Percent of Fiscal Year Remaining: 75.00%

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

\$ 155,642,056

**Florence County Council
District Allocation Balances
Beginning Balances as of 9/30/2014**

| Council District # | Type of Allocation | Beginning Budget FY14 | Commitments & Current Year Expenditures | Current Available Balances |
|-------------------------------|-------------------------------|--------------------------------------|--|---------------------------------------|
| 1 | Infrastructure | 101,342 | 6,989 | 94,353 |
| | Paving | 178,063 | - | 178,063 |
| | Utility | 95,137 | 46,948 | 48,189 |
| | In-Kind | 19,800 | 1,617 | 18,183 |
| 2 | Infrastructure | 48,748 | 5,489 | 43,259 |
| | Paving | 253,324 | 10,000 | 243,324 |
| | Utility | 26,152 | 6,800 | 19,352 |
| | In-Kind | 19,800 | - | 19,800 |
| 3 | Infrastructure | 42,275 | 6,000 | 36,275 |
| | Paving | 198,887 | 47,000 | 151,887 |
| | Utility | 102,371 | 53,266 | 49,105 |
| | In-Kind | 19,800 | - | 19,800 |
| 4 | Infrastructure | 198,092 | 6,889 | 191,203 |
| | Paving | 269,355 | - | 269,355 |
| | Utility | 68,049 | - | 68,049 |
| | In-Kind | 19,800 | 1,838 | 17,962 |
| 5 | Infrastructure | 41,128 | 9,389 | 31,739 |
| | Paving | 205,436 | 9,150 | 196,286 |
| | Utility | 68,856 | - | 68,856 |
| | In-Kind | 19,800 | 18,665 | 1,135 |
| 6 | Infrastructure | 225,400 | 3,000 | 222,400 |
| | Paving | 149,470 | - | 149,470 |
| | Utility | 309,840 | 889 | 308,951 |
| | In-Kind | 19,800 | - | 19,800 |
| 7 | Infrastructure | 47,126 | 3,889 | 43,237 |
| | Paving | 170,868 | - | 170,868 |
| | Utility | 166,964 | 31,377 | 135,587 |
| | In-Kind | 19,800 | - | 19,800 |
| 8 | Infrastructure | 82,990 | 3,889 | 79,101 |
| | Paving | 52,276 | - | 52,276 |
| | Utility | 80,840 | 21,000 | 59,840 |
| | In-Kind | 19,800 | 17,320 | 2,480 |
| 9 | Infrastructure | 98,267 | 5,000 | 93,267 |
| | Paving | 114,743 | - | 114,743 |
| | Utility | 163,235 | 8,508 | 154,727 |
| | In-Kind | 19,800 | - | 19,800 |

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 September 30, 2014

| EXPENDITURES | Project Budget | <i>Design or Engineering</i> | <i>Right of Way</i> | <i>Construction</i> | 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 | \$ 5,799,329.93 | \$ 7,354,158.65 | \$ 5,580,756.39 | \$ 18,734,244.97 | \$ 120,017,375.03 | 13.50% |
| US 76 Widening | \$ 31,641,621.00 | \$ 2,362,269.87 | \$ 2,641,236.46 | \$ 3,066,346.42 | \$ 8,069,852.75 | \$ 23,571,768.25 | 25.50% |
| TV Road Widening | \$ 34,519,290.00 | \$ 2,297,514.06 | \$ 2,645,001.54 | \$ 3,868,486.50 | \$ 8,811,002.10 | \$ 25,708,287.90 | 25.52% |
| SC 51 Widening | \$ 151,533,817.00 | \$ 3,303,254.83 | \$ 3,749,353.65 | \$ 15,424.24 | \$ 7,068,032.72 | \$ 144,465,784.28 | 4.66% |
| US 301 Bypass Extension | \$ 73,464,146.00 | \$ 512,063.01 | \$ 13,566.00 | \$ - | \$ 525,629.01 | \$ 72,938,516.99 | 0.72% |
| | \$ 447,587,262.00 | \$ 14,984,728.79 | \$ 17,628,314.10 | \$ 26,760,993.51 | \$ 59,374,036.40 | \$ 388,213,225.60 | 13.27% |

| REVENUES | Revenue Budget | | | | Received/Earned to Date | Balance To Be Rcvd/Earned | Balance % Rcvd/Earned |
|-----------------------------|--------------------------|--|--|--|----------------------------|------------------------------|--------------------------|
| Capital Project Sales Tax | \$ 148,000,000.00 | | | | \$ 144,702,128.85 | | |
| Sales Tax Interest Earnings | \$ - | | | | \$ 10,939,927.34 | \$ 3,297,871.15 | 105.16% |
| Earned State SIB Fund Match | \$ 250,000,000.00 | | | | \$ 250,000,000.00 | \$ - | 100.00% |
| | \$ 398,000,000.00 | | | | \$ 405,642,056.19 | \$ 3,297,871.15 | 101.92% |

NOTE 1: Revenue Received/Earned to Date is as of September 30, 2014, since capital project sales tax and interest is received from the state on a quarterly basis.

NOTE 2: Merchant collection of sales tax concluded on April 30, 2014.

**Florence County
CPST #2 Summary
As of September 30, 2014**

| | | |
|---|------------------------|---------------------------------|
| Bond proceeds | \$ 124,868,758.65 | |
| Interest earnings through June 30, 2014 | \$ 28,478.40 | |
| Local contributions | <u>\$ 59,517.00</u> | |
| Total available | | \$ 124,956,754.05 |
| Expended through 09/30/14* | \$ 1,568,299.55 | |
| Outstanding purchase orders as of 09/30/14* | <u>\$ 6,443,447.34</u> | |
| Total expended/committed | | <u>\$ 8,011,746.89</u> |
| Total remaining | | <u><u>\$ 116,945,007.16</u></u> |

* See detail report for expenditures and purchase orders by project

NOTE: Does not include \$13,000,000+ contract to Motorola

Capital Project Sales Tax #2

Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------|--------------------|----------|---|---|-------------------------|------------------|------------------|-----------------------------|------------------------|
| | | | Bond Issuance Costs | | | \$ 500,000.00 | | \$ 500,791.50 | |
| | | | I. Public Safety-Fire | | | | | | |
| 1 | Building | | Johnsonville Rural Fire District | New Main Station | Highway 41/51 | \$ 1,800,000.00 | | \$ 26,296.36 | \$ 114,685.44 |
| 2 | Building | | Johnsonville Rural Fire District | New Kingsburg station | | \$ 600,000.00 | | \$ 9,293.92 | \$ 42,775.68 |
| 3 | Building | | Windy Hill Fire District | New Quinby Station | | \$ 1,800,000.00 | | | |
| 4 | Building | | Howe Springs Fire District | New Main Station | | \$ 3,700,000.00 | | \$ 48,722.08 | \$ 204,888.32 |
| 5 | Building | | South Lynches Fire District | Classroom, Logistics, & Maintenance Facility | | \$ 1,000,000.00 | | | |
| 6 | Building | | South Lynches Fire District | Upgrades to Station One Facilities | | \$ 1,000,000.00 | | \$ (32,285.33) | \$1,032,055.00 |
| 7 | Building | | South Lynches Fire District | Upgrades at Nine Fire Stations | | \$ 500,000.00 | | | \$ 499,807.15 |
| 8 | Building | | West Florence Fire District | New Station on Hoffmeyer Road | | \$ 1,500,000.00 | | \$ 151,181.00 | |
| 9 | Building | | West Florence Fire District | Addition to Station One | Pine Needles Road | \$ 1,000,000.00 | | | |
| 10 | Building | | Hannah Salem Friendfield Fire | New Stations at Friendfield & Flemington | | \$ 1,745,000.00 | | \$ 650.00 | \$ 890,885.67 |
| 11 | Building | | Hannah Salem Friendfield Fire | Upgrade Stations One and Two | | \$ 1,400,000.00 | | | \$ 890,885.67 |
| 12 | Building | | Hannah Salem Friendfield Fire | Upgrade Stations Three and Four | | \$ 900,000.00 | | | \$ 890,885.66 |
| 13 | Building | | Olanta Rural Fire District | Upgrade Main Station | | \$ 520,000.00 | | \$ (2,000.00) | \$ 522,000.00 |
| 14 | Building | | Sardis Timmons Fire | Station One addition Living & Training | | \$ 150,000.00 | | | |
| 15 | Building | | Sardis Timmons Fire | New Cartersville Station | | \$ 750,000.00 | | \$ (18,554.00) | \$ 336,687.00 |
| 16 | Building | | Sardis Timmons Fire | Timmons Fire Rescue Squad Building | | \$ 80,000.00 | | \$ 244.49 | |
| | | | Category Total | | | | \$ 18,445,000.00 | | |
| | | | II. Public Safety - EMS | | | | | | |
| 17 | Building | | Florence County | EMS Station Timmons Fire | | \$ 740,000.00 | | | |
| 18 | Building | | Florence County | EMS Station Florence | Schlitz Drive | \$ 740,000.00 | | \$ 27,675.00 | \$ 11,625.00 |
| | | | Category Total | | | | \$ 1,480,000.00 | | |
| | | | III. Emergency Management | | | | | | |
| 19 | Building/Equipment | | Florence County | Radio Upgrades - all Emergency Management Facilities | Law Enforcement Complex | \$ 15,000,000.00 | | \$ 11,528.43 | \$ 119,712.62 |
| 20 | Building/Equipment | | Florence County | New Emergency Operations Center Building | Law Enforcement Complex | \$ 4,955,251.00 | | \$ 211.52 | |
| | | | Category Total | | | | \$ 19,955,251.00 | | |
| | | | IV. Sheriff | | | | | | |
| 21 | Equipment | | Florence County | Replacement of Boilers & Water Heaters at County Jail | Law Enforcement Complex | \$ 800,000.00 | | | |
| 22 | Equipment | | Florence County | Flex Units & Safety upgrades at County Jail | Law Enforcement Complex | \$ 189,600.00 | | | |
| 23 | Building | | Florence County | New Storage Building | Law Enforcement Complex | \$ 160,000.00 | | | |
| 24 | Building | | Florence County | New K-9 Training Facility | Law Enforcement Complex | \$ 20,000.00 | | | |
| 25 | Building | | Florence County | Renovations at Law Enforcement Complex | Law Enforcement Complex | \$ 800,000.00 | | | \$ 243,120.00 |
| | | | Category Total | | | | \$ 1,969,600.00 | | |
| | | | V. County Administration | | | | | | |
| 26 | Building | | Florence County | Renovation of Vacated Space at County Complex | County Complex Building | \$ 5,200,000.00 | | \$ 88,172.64 | \$ 99,659.65 |
| | | | Category Total | | | | \$ 5,200,000.00 | | |
| | | | VI. Water & Sewer Improvements | | | | | | |
| 27 | Water Line | | Town of Coward | Salem Road/McAllister Mill Rd/Sand Hills Water Loop | | \$ 750,000.00 | | | |
| 28 | Water Line | | Town of Coward | Union School Road Tie to Scranton Water System | | \$ 240,000.00 | | | |
| 29 | Fire Hydrants | | City of Florence | Add 50 Fire Hydrants for Windy Hill Fire District | | \$ 250,000.00 | | | |
| 30 | Fire Hydrants | | City of Florence | Add 50 Fire Hydrants for West Florence Fire District | | \$ 250,000.00 | | | |
| 31 | Fire Hydrants | | City of Florence | Add 50 Fire Hydrants for Howe Springs Fire District | | \$ 250,000.00 | | | |
| 32 | Water Line | | City of Lake City | Indiantown Road/S. Cameron Road Water Loop | | \$ 690,000.00 | | | |
| 33 | Water Line | | City of Lake City | Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop | | \$ 593,000.00 | | | |
| 34 | Water Line | | City of Lake City | Frierson Road/O'Shay Road Water Loop | | \$ 250,000.00 | | | |
| 35 | Water Line | | Town of Olanta | Central Road/Hood St. Water Loop | | \$ 440,000.00 | | | |
| 36 | Water Line | | Town of Olanta | Butler Scurry Road/McKenzie Road Water Loop | | \$ 500,000.00 | | | |
| 37 | Water Line | | Town of Olanta | Olanta Fire Station Water Extension | | \$ 65,000.00 | | | |
| 38 | Water Line | | Town of Scranton | Anderson Bridge Road Water Extension | | \$ 140,000.00 | | | |
| | | | Category Total | | | | \$ 4,418,000.00 | | |
| | | | VII. Veteran Affairs | | | | | | |
| 39 | Building | | Florence County | Veteran Affairs County Administration Building | National Cemetery Road | \$ 1,200,000.00 | | \$ 52,973.20 | \$ 23,620.00 |
| | | | Category Total | | | | \$ 1,200,000.00 | | |

Capital Project Sales Tax #2

Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------------------------|---------------------------|----------|-----------------------|--|---------------------------------------|-----------------|------------------|-----------------------------|------------------------|
| VIII. Municipalities | | | | | | | | | |
| | Roads | | City of Florence | | | | | | |
| 40 | Corridor Enhancements | | City of Florence | Dargan St. | Lucas St. to Cherokee Rd. | | | | |
| 41 | Corridor Enhancements | | City of Florence | National Cemetery Road | Dargan St. To McCall Rd. | | | | |
| 42 | Corridor Enhancements | | City of Florence | Vista St. | Dargan St. to Oakland Ave. | | | | |
| 43 | Corridor Enhancements | | City of Florence | Sopkin St. | Oakland Ave. to Crown Cir. | | | | |
| 44 | Corridor Enhancements | | City of Florence | Park Ave. | | | | | |
| 45 | Corridor Enhancements | | City of Florence | Pine St. | Dargan St to McQueen St. | | | | |
| 46 | Corridor Enhancements | | City of Florence | McQueen St. | Pine St. To Timrod Park Dr. | | | | |
| 47 | Corridor Enhancements | | City of Florence | Cedar St. | McQueen St. to Park Ave. | | | | |
| 48 | Corridor Enhancements | | City of Florence | Park Ave. | Cedar St. to Cherokee Rd. | | | | |
| 49 | Corridor Enhancements | | City of Florence | E. Evans St. | N. Ravenel St. to Railroad Ave. | | | | |
| 50 | Corridor Enhancements | | City of Florence | Irby St. | W. Cheves St. to Ashby Rd. | | | | |
| 51 | Corridor Enhancements | | City of Florence | Darlington St. | Irby St. to Oakland Ave. | | | | |
| 52 | Corridor Enhancements | | City of Florence | Oakland Ave. | Darlington St. to Norfolk St. | \$ 9,216,875.00 | | | |
| 53 | Intersection Improvements | | City of Florence | Damon Dr. and Ansley St. | | | | | |
| 54 | Intersection Improvements | | City of Florence | E. Palmetto St. Westbound at S. Church St. | | \$ 1,031,250.00 | | | |
| 54 | Resurfacing | | City of Florence | Malloy St | Wilson Rd to ??? | | | | |
| 55 | Resurfacing | | City of Florence | Spruce St. | Park Ave. to McQueen St. | \$ 340,625.00 | | | |
| 56 | Road Widening | | City of Florence | Malloy St | Maxwell St. to ??? | | | | |
| 57 | Road Widening | | City of Florence | Roughfork St. & Maxwell St. | N. Irby St. to Malloy St. | | | | |
| 58 | Road Widening | | City of Florence | S. Cashua Dr. | Palmetto St. to Second Loop Rd. | | | | |
| 59 | Road Widening | | City of Florence | W. Sumter St. | N. Irby St. to N. Alexander St. | | | | |
| 60 | Road Widening | | City of Florence | W Radio Dr. | S. Ebenezer Rd. to David McLeod Blvd. | | | | |
| 61 | Road Widening | | City of Florence | Woody Jones Blvd. | W. Radio Rd. to David McLeod Blvd. | | | | |
| 62 | Road Widening | | City of Florence | Jarrott St. | Pine St. to National Cemetery Rd. | | | | |
| 63 | Road Widening | | City of Florence | N. Alexander St. | Dixie St. To Darlington St. | \$ 9,125,625.00 | | | |
| 64 | Building | | Town of Timmons ville | New Community Center | | \$ 420,000.00 | | | |
| 65 | Building | | Town of Timmons ville | Magistrate's Building Renovations | | \$ 180,000.00 | | | |
| 66 | Sewer | | Town of Pamplico | Replace Pembroke Apt Pump Station | | \$ 154,400.00 | | \$ 27,345.66 | |
| 67 | Water | | Town of Pamplico | New Water Tank | | \$ 873,280.00 | | \$ 175,822.44 | |
| 68 | Water | | Town of Pamplico | Shirley Road Water Line | | \$ 154,697.00 | | \$ 7,690.50 | |
| 69 | Water | | Town of Pamplico | Water System Extension | | \$ 1,706,720.00 | | \$ 2,360.10 | |
| 70 | Water/Sewer | | Town of Olanda | Waterworks and Sewer System Improvements | | \$ 750,000.00 | | | |
| 71 | Building | | Town of Olanda | Municipal Building Improvements | | \$ 130,000.00 | | | |
| 72 | Recreation improvements | | City of Johnsonville | Prosser Recreation Complex | | \$ 800,000.00 | | | |
| 73 | Water | | City of Johnsonville | Vox Water Line Project | | \$ 4,378,000.00 | | | |
| 74 | Water | | Town of Coward | New Water Tank | | \$ 1,000,000.00 | | | |
| 75 | Recreation | | Town of Coward | Expansion of Youth Baseball Field | | \$ 200,000.00 | | | |
| 76 | Building | | Town of Quinby | New Town Hall | | \$ 360,000.00 | | | |
| 77 | Building | | Town of Quinby | Recreation/Community Building | | \$ 720,000.00 | | | |
| 78 | Recreation | | Town of Scranton | Improvements to Scranton Nature Park | | \$ 126,400.00 | | \$ 7,559.24 | \$ 34,911.00 |
| 79 | Recreation | | Town of Scranton | Resurface Tennis Courts | | \$ 32,000.00 | | | |
| 80 | Building | | Town of Scranton | New Maintenance Building | | \$ 349,600.00 | | | |
| 81 | Water & Sewer | | City of Lake City | Water & Sewer Improvements | | \$ 2,360,000.00 | | \$ 76,174.75 | |
| 82 | Storm Water | | City of Lake City | Storm Water System Improvements | | \$ 1,200,000.00 | | \$ 60,538.53 | |
| 83 | Water & Sewer | | City of Lake City | New Water Tank | | \$ 800,000.00 | | | |
| 84 | Recreation | | City of Lake City | New Multi Purpose Athletic Complex | | \$ 400,000.00 | | | |
| 85 | Building | | City of Lake City | Renovate Lake City Owned Building (Chamber office) | | \$ 160,000.00 | | | |
| 86 | Road / Parking | | City of Lake City | C J Evans Field road & parking improvements | | \$ 400,000.00 | | | |
| | | | Category Total | | | | \$ 37,369,472.00 | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|--|-------------------------|----------|-----------------------|--|----------|-----------------|------------------|-----------------------------|------------------------|
| IX. Florence County Recreation | | | | | | | | | |
| 87 | Roads/Water | | Florence County | Roads & Infrastructure - New Soccer Complex | | \$ 1,040,000.00 | | | |
| 88 | Recreation Improvements | | Florence County | Various Park Improvements to include: | | \$ 400,000.00 | | | \$ 54,840.00 |
| 89 | Recreation Improvements | | Florence County | Ebenezer Park Playground Fall Surface Upgrade | | | | | |
| 90 | Recreation Improvements | | Florence County | Lynches River Park Shade Structures | | | | | |
| 91 | Recreation Improvements | | Florence County | Lake City Community Park Road Paving | | | | | |
| 92 | Recreation Improvements | | Florence County | Lynches River Athletic Park Sardis Paving Entrance | | | | | |
| 93 | Recreation Improvements | | Florence County | Friendship Park Renovations | | | | | |
| | | | Category Total | | | | \$ 1,440,000.00 | | |
| X. Lake City Community Hospital | | | | | | | | | |
| 94 | Building | | Florence County | Improvements to Main Hospital | | \$ 888,000.00 | | \$ 345,907.52 | |
| | | | Category Total | | | | \$ 888,000.00 | | |
| XI. Lynches Lake-Camp Branch Watershed District | | | | | | | | | |
| 95 | Drainage | | Florence County | Drainage Improvements | | \$ 80,000.00 | | | |
| | | | Category Total | | | | \$ 80,000.00 | | |
| XII. Road Paving and Drainage | | | | | | | | | |
| 96 | Paving | | Florence County | Cato Road | | \$ 2,500,000.00 | | | |
| 97 | Paving | | Florence County | Moulds Road | | \$ 1,100,000.00 | | | |
| 98 | Paving | | Florence County | Country Lane | | \$ 1,400,000.00 | | | |
| 99 | Paving | | Florence County | Cherry Johnson Road | | \$ 1,900,000.00 | | | |
| 100 | Paving | | Florence County | Ball Park Road | | \$ 1,500,000.00 | | | |
| 101 | Paving | | Florence County | McLaurin Road | | \$ 600,000.00 | | | |
| 102 | Paving | | Florence County | Highland Road | | \$ 250,000.00 | | | |
| 103 | Paving | | Florence County | Laurel Circle | | \$ 600,000.00 | | | |
| 104 | Paving | | Florence County | Law Road | | \$ 1,100,000.00 | | | |
| 105 | Paving | | Florence County | Paving &/or relocate Koopers/Estate Road or Young Road | | | | | |
| 106 | Paving | | Florence County | as determined by County Council for economic development | | \$ 4,000,000.00 | | | |
| 107 | Drainage | | Florence County | Brookgreen | | \$ 1,000,000.00 | | | |
| 108 | Drainage | | Florence County | Foxcroft | | \$ 300,000.00 | | | |
| | | | Category Total | | | | \$ 16,250,000.00 | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|--|------|------------|--------|---|---------------------------------------|-----------------|-----------------|-----------------------------|------------------------|
| XIII. General Road Improvements | | | | | | | | | |
| 109 | | District 1 | | Swan Rd. | Park Ave. to last house | \$ 4,033,853.00 | | | |
| 110 | | | | Windright Rd. | Hwy 378 to Swann Rd. | | | | |
| 111 | | | | Hickson Rd. | S. Powell Rd. to S. Locklair Rd. | | | | |
| 112 | | | | Widow St. | W. Camp Branch Rd. to Jordan Rd. | | | | |
| 113 | | | | Old McAllister Rd. | Jordan Rd. to Chandler Mill Rd. | | | | |
| 114 | | | | Chandler Mill Rd. | N. Matthews Rd. to Old McAllister Rd. | | | | |
| 115 | | | | Maxie Thomas Rd. | Morris St. to Moore St. | | | | |
| 116 | | | | Maxie Thomas Rd. | Hwy 52 to last house | | | | |
| 117 | | | | W. O'Shay Rd. | N. Matthews Rd. to Frierson Rd. | | | | |
| 118 | | | | W. O'Shay Rd. | Frierson Rd. to last house | | | | |
| 119 | | | | Frierson Rd. | W. Camp Branch Rd. to W. O'Shay Rd. | | | | |
| 120 | | | | Zola Rd. | McCutcheon Rd. to Hanna Rd. | | | | |
| 121 | | | | Miles Rd. | Hwy 378 to First Oxtown Rd. | | | | |
| 122 | | | | Donald Rd. | Caselman Rd. to Miles Rd. | | | | |
| 123 | | | | Rodman Rd. | Cockfield Rd. to Dory Rd. | | | | |
| 124 | | | | Rodman Rd. | Dory Rd. to Cow Pasture Rd. | | | | |
| 125 | | | | Rodman Rd. | McCutcheon Rd. to last house | | | | |
| 126 | | | | Barr St. | Graham Rd. to end of road | | | | |
| 127 | | | | Old Farm Rd. | Vox Hwy. to last house | | | | |
| 128 | | | | Lance St. | Acline St. to Kelly St. | | | | |
| 129 | | | | Thomas St. | S. Church St. to CSX RR | | | | |
| 130 | | | | Gracelyn Cir. | N. Matthews Rd. to ??? | | | | |
| 131 | | | | Calvin St. | Gracelyn Cir. to ??? | | | | |
| 132 | | | | Tupelo Rd. | Moore St. to end of road | | | | |
| 133 | | | | Retha Dr. | Kelly St. to end of road | | | | |
| 134 | | | | King St. | Nesmith St. to Charles St. | | | | |
| 135 | | | | Major Rd. | Gray Rd. to end of road | | | | |
| 136 | | | | Slocum Ln. | Gray Rd. to end of road | | | | |
| 137 | | | | Dennis Rd. | Cooktown Rd. to Old South Rd. | | | | |
| 138 | | | | Bayne Ln. | Beulah Rd. to E. Plantation Rd. | | | | |
| 139 | | | | E. Plantation Rd. | portion of ??? | | | | |
| 140 | | | | S. Acline St. | Fairview St. to Graham Rd. | | | | |
| 141 | | | | Baker Rd. | N. Camerontown Rd. to end of road | | | | |
| 142 | | | | Barnwell St. | Bozy Rd. to Lee St. | | | | |
| 143 | | | | Blanche St. | Northside Ln. to end of road | | | | |
| 144 | | | | Windham Rd. | Owens Dr. to Blanche St. | | | | |
| 145 | | | | Hurst St. | School Dr. to end of road | | | | |
| 146 | | | | Judy Rd. | Hwy 378 to end of road | | | | |
| 147 | | | | N. Pecan Rd. | Hwy 341 to N. Camerontown Rd. | | | | |
| 148 | | | | S. Pecan Rd. | Hwy 341 to end of road | | | | |
| 149 | | | | S. Locklair Rd. | Hwy 341 to Hickson Rd. | | | | |
| 150 | | | | Sunburst Dr. | Cooktown Rd. to end of road | | | | |
| 151 | | | | Thirty Rd. | Thirty Five Rd. to end of road | | | | |
| 152 | | | | Thirty Five Rd. | Green Haven Ave. to Davis St. | | | | |
| 153 | | | | Tranquility Rd. | Cockfield Rd. to Tyler Rd. | | | | |
| 154 | | | | W. Cole Rd. | Davis St. to Maxie Thomas Rd. | | | | |
| 155 | | | | Lake City Landfill/Manned Convenience Center Rd. | Hwy 341 to end of road | | | | |
| 156 | | | | L/C Manned Conv. Service Area on Lake City Landfill Rd. | | | | | |
| 157 | | | | Sequoia Rd. | | | | | |
| 158 | | | | Camelot Way | N. Country Club Rd. to Scotland Rd. | | | | |
| 159 | | | | Dogwood Ln. | S. Morris St. to Middlecoff Rd. | | | | |
| 160 | | | | Lancelot Way | Scotland Rd. to end of road | | | | |
| 161 | | | | Lockewood Rd. | Middlecoff Rd. to Dogwood Ln. | | | | |
| 162 | | | | McFaddin St. | Wallace St. to Ida St. | | | | |
| 163 | | | | Salter St. | Wallace St. to Ida St. | | | | |
| 164 | | | | Byrd St. | School Dr. to end of road | | | | |
| 165 | | | | Fountain St. | School Dr. to end of road | | | | |
| 166 | | | | Hurst St. | Hwy 52 to End of road | | | | |
| 167 | | | | Mill St. | N. Church St. to Ball Park Rd. | | | | |
| 168 | | | | N. Church St. (Scranton) | Mill St. to Railroad Ave. | | | | |
| 169 | | | | School Dr. | Byrd St. to end of road | | | | |
| 170 | | | | Parking and Roads at Lake City Sports Complex | S. Blanding St. to Graham Rd. | | | | |

Capital Project Sales Tax #2

Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------|------|------------|--------|--|--------------------------------|-----------------|-----------------|-----------------------------|------------------------|
| 171 | | District 2 | | Bluff Rd. | | \$ 4,033,853.00 | | | |
| 172 | | | | Evans Rd. | | | | | |
| 173 | | | | Belle Thompson Rd. | | | | | |
| 174 | | | | Ervin Thomas Rd. | | | | | |
| 175 | | | | Franks Rd. | | | | | |
| 176 | | | | Law Rd. | | | | | |
| 177 | | | | Ball Park Rd. | | | | | |
| 178 | | | | Old Springs Rd. | | | | | |
| 179 | | | | Freeport Rd. | | | | | |
| 180 | | | | Singletary Loop Rd. | | | | | |
| 181 | | | | Saddle Town Rd. | | | | | |
| 182 | | | | Mustang Rd. | | | | | |
| 183 | | | | Capitola Rd. | | | | | |
| 184 | | | | Dud Rd. | | | | | |
| 185 | | | | Lewis Ln. | | | | | |
| 186 | | | | Broken Branch Rd. | | | | | |
| 187 | | | | Wood Berry Rd. | | | | | |
| 188 | | | | Keith Rd. | | | | | |
| 189 | | | | Chestnut Rd. | | | | | |
| 190 | | | | Ashley Rd. | | | | | |
| 191 | | | | Glen Haven Rd. | | | | | |
| 192 | | | | Dulie Ln. | | | | | |
| 193 | | District 3 | | Athens St. | | \$ 4,033,853.00 | | | |
| 194 | | | | Brunson St. | | | | | |
| 195 | | | | Dargan St. | Hwy 52 to Vista St. | | | | |
| 196 | | | | Timmons St. | | | | | |
| 197 | | | | Bradford St. | | | | | |
| 198 | | | | Wilson St. | | | | | |
| 199 | | | | Liberty St. | | | | | |
| 200 | | | | Boyd St. | | | | | |
| 201 | | | | Commander St. | | | | | |
| 202 | | | | Vista St. | | | | | |
| 203 | | | | Light St. | | | | | |
| 204 | | | | Stackley St. | | | | | |
| 205 | | | | Hemingway St. | | | | | |
| 206 | | | | Marlboro St. | | | | | |
| 207 | | | | E. Marion St. | | | | | |
| 208 | | | | Freemond St. | | | | | |
| 209 | | | | Dixie St. | | | | | |
| 210 | | | | Ingram St. | | | | | |
| 211 | | | | Alexander St. | | | | | |
| 212 | | | | Harmony St. | | | | | |
| 213 | | | | Harrell St. | | | | | |
| 214 | | | | Lawson St. | | | | | |
| 215 | | | | Sanborn St. | | | | | |
| 216 | | | | N. McQueen St. | | | | | |
| 217 | | | | W. Marion St. | | | | | |
| 218 | | | | Pennsylvania St. | | | | | |
| 219 | | | | Carver St. | | | | | |
| 220 | | | | Gladstone St. | | | | | |
| 221 | | | | Fairfield Cir. | | | | | |
| 222 | | | | Waverly St. | | | | | |
| 223 | | | | Sidewalks on Irby St. | Wilson Road to Sam Harrell Rd. | | | | |
| 224 | | | | Sidewalks on Dargan St. | Hwy 52 to Vista St. | | | | |
| 225 | | | | Sidewalks on Roughfork St. | | | | | |
| 226 | | | | Sidewalks on Sopkin Ave. | | | | | |
| 227 | | | | Widen Entrance road to County Complex & bury power lines | | | | | |
| 228 | | | | W. Louise Rd. | | | | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------|------|------------|--------|--------------------------|---------------------------------|-----------------|-----------------|-----------------------------|------------------------|
| 229 | | District 4 | | Van Houton Dr. | | \$ 4,033,853.00 | | | |
| 230 | | | | Alma Ln. | | | | | |
| 231 | | | | Willow Point Rd. | | | | | |
| 232 | | | | Pygate Rd. | | | | | |
| 233 | | | | Fork Rd. | | | | | |
| 234 | | | | Meadow Prong 2 | | | | | |
| 235 | | | | Meadow Prong 1 | | | | | |
| 236 | | | | Clyde McGee Rd. | | | | | |
| 237 | | | | Golden Gate Rd. | | | | | |
| 238 | | | | Ed James Rd. | | | | | |
| 239 | | | | Javelin Cir. | | | | | |
| 240 | | | | Johnson Rd. | | | | | |
| 241 | | | | Joe Nathan Ln. | | | | | |
| 242 | | | | Buckshot Rd. | | | | | |
| 243 | | | | Sims Rd. | | | | | |
| 244 | | | | Cubie Rd. 1 | | | | | |
| 245 | | | | Cubie Rd. 2 | | | | | |
| 246 | | | | Jenkins Nowlin Rd. | | | | | |
| 247 | | | | Alvin Kirby Rd | | | | | |
| 248 | | | | Truck Route | Foxworth St. to Brockington St. | | | | |
| 249 | | District 5 | | Horace Matthews Rd. | | \$ 4,033,853.00 | | | |
| 250 | | | | Carnell Dr. | | | | | |
| 251 | | | | S. Canal Dr. | | | | | |
| 252 | | | | Circle Dr. | | | | | |
| 253 | | | | Margo Ln. | | | | | |
| 254 | | | | Milestone Rd. | | | | | |
| 255 | | | | C.W. Robinson Rd. | | | | | |
| 256 | | | | Trails End Rd. | | | | | |
| 257 | | | | Dunlap Rd. | | | | | |
| 258 | | | | Sam Lee Rd. | | | | | |
| 259 | | | | S. Railroad Ave. | | | | | |
| 260 | | | | Java Rd. | | | | | |
| 261 | | | | Round Tree Rd. | | | | | |
| 262 | | | | E. Eagerton Rd. | | | | | |
| 263 | | | | Doric Rd. | | | | | |
| 264 | | | | Ben Gause Rd. | | | | | |
| 265 | | | | Silver Leaf Rd. | | | | | |
| 266 | | | | Railroad Ave. (Scranton) | | | | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------|------|------------|--------|-------------------------|----------|-----------------|-----------------|-----------------------------|------------------------|
| 267 | | District 6 | | Charlie Cade Rd. | | \$ 4,033,853.00 | | | |
| 268 | | | | Coleman Rd. | | | | | |
| 269 | | | | Spring Branch Rd. | | | | | |
| 270 | | | | Willow Grove Rd. | | | | | |
| 271 | | | | Haven Rd. | | | | | |
| 272 | | | | Magic Dr. | | | | | |
| 273 | | | | Danieltown Rd. | | | | | |
| 274 | | | | Pepper Tree Rd. | | | | | |
| 275 | | | | Antique Cir. | | | | | |
| 276 | | | | Diamond Head Loop Rd. | | | | | |
| 277 | | | | Pecan Grove Rd. | | | | | |
| 278 | | | | Hosea Gibbs Rd. | | | | | |
| 279 | | | | Tabernacle Rd. | | | | | |
| 280 | | | | Boling Rd. | | | | | |
| 281 | | | | Cart Rd. | | | | | |
| 282 | | | | W. Turner Gate Rd. | | | | | |
| 283 | | | | Brick House Rd. | | | | | |
| 284 | | | | Eureka Rd. | | | | | |
| 285 | | | | Quail Harbor Cir. | | | | | |
| 286 | | | | Taylor Hill Cir. | | | | | |
| 287 | | | | James Town Rd. | | | | | |
| 288 | | | | Fleetwood Dr. | | | | | |
| 289 | | | | Ard St. | | | | | |
| 290 | | | | Wickerwood Rd. | | | | | |
| 291 | | | | Large Farm Rd. | | | | | |
| 292 | | | | Camp Wiggins Rd. | | | | | |
| 293 | | | | Horse Shoe Rd. | | | | | |
| 294 | | | | Benton Rd. | | | | | |
| 295 | | | | Freeman Ln. | | | | | |
| 296 | | | | Nita Cain Rd. | | | | | |
| 297 | | | | South Wind Rd. | | | | | |
| 298 | | | | Gum Rd. | | | | | |
| 299 | | District 7 | | Hughes Cir (off TV Rd.) | | \$ 4,033,853.00 | | | |
| 300 | | | | Joan Rd. (off TV Rd.) | | | | | |
| 301 | | | | John C. Calcoun Rd. | | | | | |
| 302 | | | | Wilson Rd. | | | | | |
| 303 | | | | Pocket Rd. | | | | | |
| 304 | | | | W. Black Creek Rd. | | | | | |
| 305 | | | | W. McIver Rd. | | | | | |
| 306 | | | | R. Bar M. Ranch Rd. | | | | | |
| 307 | | | | Tara Dr. | | | | | |
| 308 | | | | Raiford Ln. | | | | | |
| 309 | | | | Calvert's Ct. | | | | | |
| 310 | | | | Shamrock Rd. | | | | | |
| 311 | | | | Clayton Ct. | | | | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------|-----------|------------|--------|-------------------------|-------------------------|-----------------|-----------------|-----------------------------|------------------------|
| 312 | Resurface | District 8 | | Maulden Dr. | | \$ 4,033,853.00 | | | |
| 313 | Resurface | | | Crownland Estates | | | | | |
| 314 | Resurface | | | E. and W. Sandhurst Dr. | | | | | |
| 315 | Resurface | | | Stratford Cir. | | | | | |
| 316 | Resurface | | | Castleberry Dr. | | | | | |
| 317 | Resurface | | | Westmoreland Ave. | | | | | |
| 318 | Resurface | | | Devonshire Dr. | | | | | |
| 319 | Resurface | | | Longwood Dr. | | | | | |
| 320 | Resurface | | | Woods Dr. | | | | | |
| 321 | Resurface | | | Rosedale St. | | | | | |
| 322 | Resurface | | | St. Anthony Dr. | | | | | |
| 323 | Resurface | | | Jones Rd. | | | | | |
| 324 | Resurface | | | Winthrop Dr. | | | | | |
| 325 | Resurface | | | Progress St. | | | | | |
| 326 | Resurface | | | Lee St. | | | | | |
| 327 | Resurface | | | Saluda Ave. | | | | | |
| 328 | Resurface | | | Sewanee Ave. | | | | | |
| 329 | Resurface | | | Chestnut St. | | | | | |
| 330 | Resurface | | | Kalmia St. | | | | | |
| 331 | Resurface | | | Sesame St. | | | | | |
| 332 | Resurface | | | Cedar St. | Franklin to Adams Ave. | | | | |
| 333 | Resurface | | | Waters Ave. | Park to Lawson | | | | |
| 334 | Resurface | | | Sylvan Dr. | | | | | |
| 335 | Resurface | | | Cedar Lawn Court | | | | | |
| 336 | Resurface | | | Lakeside Drive | | | | | |
| 337 | Resurface | | | Richburg Ln. | | | | | |
| 338 | Resurface | | | Jeffries Ln. | | | | | |
| 339 | Resurface | | | Hondros Cir. | | | | | |
| 340 | Resurface | | | Constantine Dr. | | | | | |
| 341 | Resurface | | | Rollins Ave. | | | | | |
| 342 | Resurface | | | Fitz Randolph Cir. | | | | | |
| 343 | Resurface | | | Shore Ln. | | | | | |
| 344 | Resurface | | | Marion Ave. | | | | | |
| 345 | Resurface | | | Virginia Acres | | | | | |
| 346 | Resurface | | | Poinsette Ave. | | | | | |
| 347 | Resurface | | | Melrose Ave. | | | | | |
| 348 | Resurface | | | Courtland Ave. | | | | | |
| 349 | Resurface | | | Hillside Dr. | | | | | |
| 350 | Resurface | | | Wisteria Dr. | | | | | |
| 351 | Resurface | | | Margaret Dr. | | | | | |
| 352 | Resurface | | | Dunvegan Rd. | | | | | |
| 353 | Resurface | | | Roseneath Rd. | | | | | |
| 354 | Resurface | | | Beverly Dr. | | | | | |
| 355 | Resurface | | | Alton Cir. | | | | | |
| 356 | Resurface | | | Lindberg Dr. | | | | | |
| 357 | Resurface | | | Woodstone Dr. | | | | | |
| 358 | Resurface | | | DeBerry Blvd. | | | | | |
| 359 | Resurface | | | Dorchester Rd. | | | | | |
| 360 | Resurface | | | Fairfax Rd. | | | | | |
| 361 | Resurface | | | Cherry Blossom Ln. | | | | | |
| 362 | Resurface | | | Valpariso Dr. | | | | | |
| 363 | Resurface | | | Wayne St. | | | | | |
| 364 | Resurface | | | Sweetbriar St. | | | | | |
| 365 | Resurface | | | Furman Dr. | | | | | |
| 366 | Resurface | | | Converse Dr. | Third Loop north to ??? | | | | |
| 367 | Resurface | | | Gable Ridge Dr. | | | | | |
| 368 | Resurface | | | Durant Dr. | | | | | |
| 369 | Resurface | | | Joseph Circle | | | | | |
| 370 | Resurface | | | Westminister Dr. | | | | | |
| 371 | Resurface | | | Langely Dr. | | | | | |
| 372 | Resurface | | | Mayfair Terrace | | | | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|----------------|------------|--------|---|----------|-----------------|-----------------|-----------------------------|------------------------|
| | District 9 | | Hampton Pointe Subdivision | | \$ 4,033,853.00 | | | \$ 430,403.48 |
| 373 | | | Aberdeen Ct. | | | | | |
| 374 | | | Blaire Ct. | | | | | |
| 375 | | | Bridgeport Ct. | | | | | |
| 376 | | | Danvers Ct. | | | | | |
| 377 | | | New Gate Ct. | | | | | |
| 378 | | | Parliament Cir. | | | | | |
| 379 | | | S. Addison St. | | | | | |
| 380 | | | S. Barrington Dr. | | | | | |
| 381 | | | S. Brunswick Ct. | | | | | |
| 382 | | | S. Harrington Ct. | | | | | |
| 383 | | | Victoria Ct. | | | | | |
| 384 | | | W. Hampton Pointe Dr. | | | | | |
| 385 | | | Winslow Ct. | | | | | |
| | | | Whitehall Annex Subdivision | | | | | |
| 386 | | | Albemarle Blvd. | | | | | |
| 387 | | | Banbury Cir. | | | | | |
| 388 | | | Bedford Ln. | | | | | |
| 389 | | | Milford Ln. | | | | | |
| 390 | | | South Arundel Dr. | | | | | |
| 391 | | | St. James Ln. | | | | | |
| | | | Village Green and Waterford Subdivisions | | | | | |
| 392 | | | Greenview Dr. | | | | | |
| 393 | | | Key Largo Ct. | | | | | |
| 394 | | | Waterford Dr. | | | | | |
| | | | Springdale and Villa Arno Subdivisions | | | | | |
| 395 | | | Guilford Cir. | | | | | |
| 396 | | | Perth St. | | | | | |
| 397 | | | Springfield St. | | | | | |
| 398 | | | Suffork Place | | | | | |
| 399 | | | Strada Amore | | | | | |
| 400 | | | Strada Gianna | | | | | |
| 401 | | | Strada Mateo | | | | | |
| 402 | | | Via Ponticello | | | | | |
| | | | Oak Forrest Subdivision | | | | | |
| 403 | | | Alabama Ln. | | | | | |
| 404 | | | Arizona Way | | | | | |
| 405 | | | California Rd. | | | | | |
| 406 | | | Florida Dr. | | | | | |
| 407 | | | Georgia Ct. | | | | | |
| 408 | | | Louisiana Ln. | | | | | |
| 409 | | | Oak Forest Blvd. | | | | | |
| 410 | | | Tennessee Terrace | | | | | |
| 411 | | | Tex Rd. | | | | | |
| 412 | | | Utah Ct. | | | | | |
| | | | Kelly Farms and Parkland Subdivisions | | | | | |
| 413 | | | Derby Dr. | | | | | |
| 414 | | | Kelly Farms Rd. | | | | | |
| 415 | | | Preakness Ln. | | | | | |
| 416 | | | W. Belmont Cir. | | | | | |
| 417 | | | Cottonwood Dr. | | | | | |
| 418 | | | Deerwood Place | | | | | |
| 419 | | | Heathway Dr. | | | | | |
| 420 | | | Mosswood Dr. | | | | | |
| 421 | | | W. Delmae Dr. | | | | | |
| 422 | | | Wethersfield Dr. | | | | | |
| | | | Heritage Subdivision | | | | | |
| 423 | | | Cow Pens Cir. | | | | | |
| 424 | | | Declaration Dr. | | | | | |
| 425 | | | Farm Quarter Rd. | | | | | |
| 426 | | | Independence Ave. | | | | | |
| 427 | | | Indigo Place | | | | | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 9/30/2014 | O/S Purchase Orders |
|-----------|------|----------|--------|--|-------------------------------------|----------------|------------------|-----------------------------|------------------------|
| | | | | Forest Lake And Forest Lake West Subdivisions | | | | | |
| 428 | | | | Brock Cir. | | | | | |
| 429 | | | | Ginny Ct. | | | | | |
| 430 | | | | Julie Ln. | | | | | |
| 431 | | | | Goff Ct. | | | | | |
| 432 | | | | Lunn Dr. | | | | | |
| 433 | | | | Madden Ln. | | | | | |
| 434 | | | | Sliger Cove | | | | | |
| 435 | | | | Yeargin Cove | | | | | |
| 436 | | | | Young Charles Dr. | | | | | |
| 437 | | | | Wanda Cove | | | | | |
| 438 | | | | Claude Douglas Cir. | | | | | |
| 439 | | | | Hepburn Blvd. | | | | | |
| | | | | Dunwoody Subdivision | | | | | |
| 440 | | | | Ashwood Ln. | | | | | |
| 441 | | | | Aspen St. | | | | | |
| 442 | | | | Dunwoody Rd. | | | | | |
| 443 | | | | Evergreen Rd. | | | | | |
| 444 | | | | Periwinkle Ln. | | | | | |
| | | | | Farmwood and Ferndale Subdivisions | | | | | |
| 445 | | | | Farmwood Dr. | | | | | |
| 446 | | | | Heather Dr. | | | | | |
| 447 | | | | Patrick Dr. | | | | | |
| 448 | | | | Boone Cir. | | | | | |
| 449 | | | | Corbett Place | | | | | |
| | | | | Charters Subdivision | | | | | |
| 450 | | | | Bristol St. | | | | | |
| 451 | | | | Charters Dr. | | | | | |
| 452 | | | | Claymount Ct. | | | | | |
| 453 | | | | Cravenhurst Ct. | | | | | |
| 454 | | | | Dominion Ct. | | | | | |
| 455 | | | | Fairhaven Rd. | | | | | |
| 456 | | | | Magna Carta Rd. | | | | | |
| | | | | Arrowood Subdivision | | | | | |
| 457 | | | | Arrowhead Cir. | | | | | |
| 458 | | | | Arrowood Dr. | | | | | |
| 459 | | | | Falcon Way | | | | | |
| 460 | | | | Skylark Dr. | | | | | |
| | | | | Chadwick Place | | | | | |
| 461 | | | | Britanna St. | | | | | |
| 462 | | | | Chadwick Dr. | | | | | |
| 463 | | | | Knights Bridge Rd. | | | | | |
| 464 | | | | Lampley Way | | | | | |
| 465 | | | | Wetherby Ln. | | | | | |
| | | | | Stratton Dr. | | | | | |
| 466 | | | | Stratton Dr. | | | | | |
| 467 | | | | Pelican Ln. | | | | | |
| 468 | | | | W. Eagle St. | | | | | |
| 469 | | | | Thunderbird Dr. | | | | | |
| 470 | | | | Whitehall Cir. | | | | | |
| 471 | | | | S. Peninsula Rd. | | | | | |
| 472 | | | | McLaurin Dr. | | | | | |
| 473 | | | | Traffic Signals | Botany and Jefferson on W. Palmetto | | | | |
| 474 | | | | Traffic Signals | Third Loop Rd. and McCown Dr. | | | | |
| | | | | Category Total | | | \$ 36,304,677.00 | | |
| | | | | Grand Total of all projects | | | \$145,000,000.00 | \$1,568,299.55 | \$6,443,447.34 |

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

Authorize The FY2014/15 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2014/15 (The Budget Ordinance).

FUNDING FACTORS:

The funding for this bonus has already been included in the various departments' budgets; therefore, no additional funding needs to be identified.

OPTIONS:

1. ***(Recommended)*** Staff recommends that Council authorize the FY2014/15 Christmas bonus for county employees as budgeted and outlined in section 8b. of Ordinance No. 01-2014/15 (the budget ordinance).

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: EMS Department

ISSUE UNDER CONSIDERATION:

Declare Two (2) Ferno Ambulance Stretchers Model 35-A As Surplus Property And Authorize Donation To Pee Dee Regional Emergency Medical Services, Inc.

POINTS TO CONSIDER:

1. The EMS Director has requested that two (2) Ferno Ambulance Stretchers Model 35-A be declared surplus and donated to Pee Dee Regional Emergency Medical Services, Inc., a 501 (c) organization, for use in training emergency medical technicians and paramedics. Serial numbers L-633076 and L-680713.
2. The equipment has little value or is 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.

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: EMS Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Florida Association Of Counties Bid # 11-10-1202 Awarded To Wheeled Coach Industries To Purchase Two (2) Replacement Ambulances For The EMS Department At A Base Bid Price Of \$114,742 Each With The Additional Needed Options In The Amount Of \$21,750 Per Ambulance From Peach State Ambulance, Inc. Of Tyrone, GA, The Authorized Regional Representative For Wheeled Coach Industries (Total Purchase Price Of \$273,584 Includes The Required \$300 SC Vehicle Tax For Each Vehicle) As Funded And Approved In The FY14-15 Budget.

POINTS TO CONSIDER:

- 1) Florida Association of Counties and the Florida Sheriff's Association publicly offered Bid # 11-10-1202 for fire/rescue vehicles and other fleet equipment.
- 2) Governmental entities located outside the State of Florida are allowed to purchase under the terms and conditions of the contract resulting from the bid.
- 3) The contract for Bid # 11-10-1202 has been extended until December 31, 2014.
- 4) The EMS Director recommends this award.

FUNDING FACTORS:

- 1) \$229,484 = Total base cost for two (2) ambulances to be funded from the budgeted FY 14-15 EMS Department funds under line item 10-451-423-9100.
- 2) \$43,500 = Total cost of additional equipment options for two (2) ambulances to be funded from the budgeted FY 14-15 EMS Department funds under line item 10-451-423-9100.
- 3) \$600.00 South Carolina Vehicle Tax to be funded under the budgeted FY 14-15 EMS Department funds under line item 10-451-423-9100.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid No. 11-10-1202 Award Announcement to Wheeled Coach Industries, Inc. from the Florida Sheriffs Association.
- 2) Bid Extension Memo Letter from the Florida Sheriffs Association dated January 3, 2014.
- 3) Peach State Ambulance authorized dealer letter from Wheeled Coach Industries dated October 27, 2014.
- 4) Quote from Peach State Ambulance, Inc. dated October 13, 2014.
- 5) Letter of Recommendation from EMS Director dated October 15, 2014.

BID AWARD ANNOUNCEMENT

11-10-1202

**FIRE RESCUE VEHICLES
& OTHER FLEET EQUIPMENT**
*Participating Law Enforcement, Fire/Rescue
& Local Governmental
Agencies of the State of Florida*

Coordinated By

**The
Florida Fire Chiefs' Association,
Florida Sheriffs Association &
Florida Association of Counties**





FLORIDA FIRE CHIEFS' ASSOCIATION, FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

2012 CHEVY G4500 Specification #04 (Type III Ambulance, 4x2)

The Chevy G4500, Type III Ambulance purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by manufacturer by specification.

| | | |
|----------------------|-------------------------------------|-------------------------------------|
| BASE PRICE: | \$140,531.00 | \$112,365.00 |
| MANUFACTURER: | Braun Industries, Inc. | ETR, L.L.C. (AEV) |
| BASE PRICE: | \$124,339.00 | \$156,194.00 |
| MANUFACTURER: | Excellance, Inc. | Hall-Mark Fire Apparatus (Horton) |
| BASE PRICE: | \$108,156.00 | \$120,775.00 |
| MANUFACTURER: | Pierce Manufacturing, Inc. (Medtec) | Quality Emergency Vehicles (Osage) |
| BASE PRICE: | \$121,500.00 | \$109,634.00 |
| MANUFACTURER: | Road Rescue Emergency Vehicles | Stat-Line Industries (McCoy Miller) |
| BASE PRICE: | \$111,400.00 | |
| MANUFACTURER: | Wheeled Coach Industries, Inc. | |

Purchasers are advised that the above referenced vehicle specification comes equipped as a base unit only. The Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have identified and equipped the base unit with those specifications and equipment items required to meet KKK-A-1822F, or the most current revision for Type III Ambulance. Since equipment needs and preferences are going to vary from agency to agency - any additional options required or changes to the base unit desired by the purchaser shall be made through the manufacturer listed.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate vendor.

AWARDED MANUFACTURERS/DEALERS

(continued)

Road Rescue Emergency Vehicles (The Phoenix Group)

1323 Shelter Rock Road
Orlando, FL 32835

Contact: Gary Goetsch

Phone: 321-217-3201

Cell: 321-217-3201

Fax: 407-532-1880

Email: hotbirrd11@aol.com

Rosenbauer South Dakota, LLC (EVS Firefighting Technologies)

4661 Johnson Road, Suite 1
Coconut Creek, FL 33073

Contact: Robert Windesheim

Paul Stephenson

Phone: 954-428-5201

Cell: 954-734-3549

Fax: 954-428-5202

Email: rwindesheim@levs.com
pstephenson@evsfire.com

Stat-Line Industries (McCoy Miller)

2050 Haines Street
Jacksonville, FL 32206

Contact: Allan Assaf

Phone: 904-356-6543

Cell: 904-343-2822

Fax: 904-356-0841

Email: mail@stat-line.com

Sutphen Corporation

10140 Bellavista Circle Unit 1104
Miromar Lakes, FL 33913

Contact: David Stonitsch

Phone: 239-267-5300

Cell: 239-357-8530

Fax: 239-590-9246

Email: dstonitsch@hotmail.com

Toyne, Inc.

(Southeastern Apparatus Sales, LLC)

106 Corte Del Rosa
Venice, FL 34285

Contact: John Lovell

Phone: 256-362-9280

Cell: 205-541-1980

Fax: 256-362-9280

Email: john@seapparatus.com
mr_apparatus@yahoo.com

Wheeled Coach Industries, Inc.

2737 N. Forsyth Road
Winter Park, FL 32792

Contact: Art Sprague

Phone: 407-677-7777 x369

Cell: 407-718-1240

Fax: 800-513-8174

Email: art.sprague@wheeledcoach.com

MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: January 3, 2014

TO: **PROSPECTIVE PURCHASING AGENCIES**

FROM: Lynn Meek Peggy Goff Drew Terpak
Contract Coordinator Contract Manager Contract Specialist

RE: **Additional Extension of Bid 11-10-1202**
Fire Rescue Vehicles & Other Fleet Equipment
(Extended from January 1, 2014 - December 31, 2014)

The Florida Sheriffs Association will extend Bid 11-10-1202 through December 31, 2014. All terms and conditions will remain the same with the exception of the date.

The Florida Sheriffs Association has agreed for manufacturers to cover any additional cost in the base model not to exceed three percent (3%) or a maximum aggregate of a six percent (6%) overall cost increase over the original base contract price and all options offered through Bid 11-10-1202, as allowed in Part B, item thirteen (13). This bid was originally effective from January 1, 2012 thru December 31, 2012, but was extended from January 1, 2013 thru December 31, 2013. Manufacturers also agreed to extend once again from January 1, 2014 thru December 31, 2014.

Purchase orders should start at the base price for the vehicle being purchased and show the allowed increase. The end user should request documentation from the manufacturers in order to substantiate the increase.

We appreciate your loyalty and continued support.



October 27, 2014

To Whom It May Concern:

Please accept this letter as confirmation that Peach State Ambulance, Inc. is the factory authorized dealer for South Carolina. As such, they are authorized to sell the Wheeled Coach product under Florida Sheriffs' Association Contract 11-10-1202.

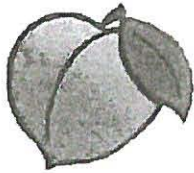
Should there be any questions or if additional information is required, please contact the undersigned.

Sincerely,

WHEELED COACH INDUSTRIES, INC.

A handwritten signature in cursive script that reads 'Edward Snider'.

Edward Snider, Regional Sales Manager



Peach State Ambulance, Inc.

Sales and Service

130 Peach State Court
Tyrone (Atlanta), Georgia 30269
800-553-7724



WHEELED COACH 165" G4500 TYPE III 4X2 AMBULANCE

PURCHASER:

Florence County EMS
527 S. Church St.
Florence, S.C. 29526

SELLER:

Peach State Ambulance Inc.
130 Peach State Court
Tyrone, GA 30290

CONTACT: Ryon Watkins

PHONE: 843-665-3038

FAX:

CONTACT: Rick Franklin

PHONE: 770-486-7410

FAX: 770-631-1830

2015 CHEVROLET G4500 CAB CHASSIS WHEELED COACH TYPE III 165" X 95" 4X2 "WALK THROUGH" MODULAR AMBULANCE

2015 CHEVROLET G4500 CAB CHASSIS

159.0" WHEELBASE

100" CAB TO AXLE

2 WHEEL DRIVE, DUAL REAR WHEEL

14,200 LBS GVWR

AMBULANCE BUILDERS PREP PACKAGE

SL TRIM PACKAGE

4-WHEEL ANTI-LOCK BRAKE SYSTEM

POWER BRAKES/ POWER STEERING

INSULATED, BLACK RUBBER FLOOR MAT IN CAB

TILT STEERING

CRUISE CONTROL

ETR AM/FM STEREO & CD WITH BUILT-IN CLOCK

4-SPEED AUTOMATIC TRANSMISSION WITH OVERDRIVE

HEAVY DUTY SHOCKS/ SUSPENSION

6.6 DURAMAX TURBO V-8 DIESEL ENGINE

ALL SEASON RADIAL TIRES

FACTORY AIR CONDITIONING

DUAL 145 AMP RATED ALTERNATORS

FULL INSTRUMENTATION

OEM CLOTH HIGH BACK CAPTAINS SEATS

3.73 REAR AXLE RATIO (limited slip differential)

EXTRA ENGINE COOLING PACKAGE

HEAVY DUTY RADIATOR

ENGINE OIL COOLER

TWO (2) 850 CCA BATTERIES UNDERHOOD

SUPER ENGINE COOLING

FRONT AND REAR STABILIZER BARS

DUAL AIR BAGS

WHITE-EXTERIOR CLEARCOAT PAINT

AUXILIARY POWER TRAIN CONTROL

DELUXE INSULATION PACKAGE

HEAVY DUTY AIRCONDITIONING/HEATING
POWER WINDOWS & DOOR LOCKS
CUSTOM RADIO CONSOLE FOR FRONT CAB (build with the same measurements as last year)
MINIMUM STANDARD PAYLOAD -1,750 LBS.
BLOCK HEATER: BLOCK HEATER TO BE WIRED TO SHORELINE WITH A SWITCH
LOCATED ON FRONT CONSOLE

BODY FEATURES

Dimensions: 165" x 95" x 72" Interior

COMPARTMENT LATCHES: LOCKING CHROME TRIMARK
MUD FLAPS: REAR RUBBER FOR DRW MODULAR
ENTRY DOOR LATCHES: CHROME TRIMARK, LOCKING, INSIDE & OUTSIDE
EXTERIOR COMPARTMENTS: (7) #1-20.5" x 78.75" x 18.75", #2-34" x 38.25" x 18.75",
#4 -32.5" x 38.25" x 18.75", #5 -8" x 78.75" x 20.75" WITH A VERTICAL DIVIDER; #6 - 24" x 26.75"
x 18.75"; #8 - 21.5" x 53.5" x 30.5" WITH A VERTICAL DIVIDER; #9 (Battery Comp) 20" x 12" x
18.75"
FUEL FILL GUARD: CAST ALUMINUM
INTERIOR HEIGHT: MINIMUM OF 72" OF HEADROOM
MIRRORS: BLACK PLASTIC SHROUD LOW MOUNT RV TYPE WITH BUILT CONVEX
REAR ENTRY DOORS: 54" X 57"
REAR ENTRY DOOR HOLD OPENS: CAST ALUMINUM "GRABBER" STYLE
REAR STEP BUMPER: ALUMINUM FLIP UP fully WELDED AND RIVETED WITH OPEN
GRATE IN CENTER SECTION WITH RUBBER DOCK BUMPERS
RUB RAILS: ALUMINUM WITH RUBBER IMPACT PAD AND REFLECTIVE INLAY
RUNNING BOARDS: ALUMINUM DIAMOND PLATE
STONE GUARDS: FRONT AND REAR 11" UP, ALUMINUM DIAMOND PLATE
SIDE ENTRY DOOR: 31" X 66" WITH EXTERIOR GRAB HANDLE
SPARE TIRE: SHIP LOOSE
STATIC VENT, FRESH AIR INTAKE: LOCATED ABOVE ALS CABINET
UNDERCOATING: IN ACCORDANCE WITH CHASSIS MANUFACTURER'S
RECOMMENDATIONS
WHEEL COVERS: STAINLESS STEEL WHEEL SIMULATORS
WITH BRAIDED CHROME FILL TUBES
WHEEL WELL TRIM: DIAMOND PLATE SURROUNDING WHEELWELL OPENING AND
ROLLED RUBBER FENDERETTES
WINDOWS: (1) SLIDER IN SIDE ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT
WINDOWS: (1) FIXED IN EACH REAR ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT

VEHICLE FEATURES

ANTENNA COAX: TWO; (3) RUNS FROM CEILING OF MODULE TO BEHIND DRIVER'S SEAT
& (2) RUN FROM CEILING OF MODULE TO BEHIND ACTION AREA. (TOTAL OF FIVE COAX
RUNS)
ANTENNAE PREWIRED WITH POWER AND GROUND WIRES WITH BREAKER
BACK UP ALARM: 97 DECIBEL RATING WITH MOMENTARY CUT-OFF SWITCH
DOOR OPEN: STANDARD ALARM SYSTEM ACTIVATED BY

PATIENT ENTRY OR COMPARTMENT DOOR OPEN CONDITION
DUAL OEM BATTERIES: 1700 CCA TOTAL
MASTER ON-OFF BATTERY SWITCH: ELECTRONIC SELENOID
GAUGES: AMMETER AND VOLTMETER, DIGITAL READOUT
HEATER/AIR CONDITIONER: COMBINATION PUREAIR HEATER AND AIR CONDITIONER
WITH TURBO AIR CEILING DUCKS AND ELECTRONIC THERMOSTAT CONTROL IN PATIENT
COMPARTMENT 2nd CONDENSER MOUNTED UNDER UNIT TO PROVIDE ADDITIONAL
COOLING

INVERTER: VANNER 20 1050CUL INVERTER WITH TRANSFER SWITCH TO WITH 50 AMP
BATTERY CHARGER
SHORELINE: 20 amp
VENT POWER: MARINE STYLE WITH 3 SPEED FAN LOCATED OVER SIDE ENTRY DOOR
115 RECEPTACLES: (3) DUPLEX LIGHTED HOSPITAL GRADE WITH GFI PROTECTION, (1) IN
ACTION AREA, (1) IN SECOND ACTION AREA ABOVE SHELF (1) IN ALS CABINET
CHECK OUT LIGHTS: CHECK OUT LIGHTS WITH A 15 MINUTE TIMER LOCATED ON
THE CURBSIDE WALL

POWER DISTRIBUTION & CONTROL SYSTEM

POWER DISTRIBUTION BOARD: ETCHED TRACE "PRINTED" CIRCUIT BOARD WITH
AUTOMOTIVE STYLE BOSCH RELAYS, *ON BOARD DIAGNOSTICS*, CIRCUIT BREAKERS, AND
COMPUTER CABLE INTERFACE WITH CONTROL PANELS. NEMA RATED FR-4, MIL, STDs,
810C; 55110D

ELECTRONIC CONTROL MODULE: ETCHED TRACE "PRINTED" CIRCUIT BOARDS WITH
STANDARD 5-MINUTE TIME DELAY FOR MODULE CHECK-OUT LIGHTS. DIRECTS LOW
VOLTAGE SWITCHING SIGNALS TO POWER DISTRIBUTION BOARD

FRONT CONTROL SWITCH PANEL: FLUSH MOUNTED IN CAB LOW PROFILE DOGHOUSE
CONSOLE. LOW VOLTAGE ROCKER SWITCH CONTROLS FOR EMERGENCY LIGHTING,
BLACK-OUT FACE WITH LED INDICATORS, AUTO-RESET BACK-UP ALARM SWITCH, SIREN
CONTROL HEAD, EMERGENCY AND PATIENT COMPARTMENT MASTER SWITCHES, 3-LIGHT
INTERCOM, COMPARTMENT & DOOR AJAR LIGHTS, ALL FUNCTION SWITCHES, BATTERY
INDICATOR LIGHTS AND "WAIT TO START" LEGEND FOR DIESEL ENGINE, SWITCH FOR AIR
HORN OPERATION SHALL BE LOCATED ON THE DRIVERS SIDE ALLOWING EASE OF USE
FROM THE DRIVERS POSITION

INSTALL 2 BLANK ROCKER SWITCHES IN FRONT CONSOLE FOR FUTURE USE

REAR CONTROL SWITCH PANEL: LOW VOLTAGE ROCKER SWITCH CONTROLS FOR
INTERIOR LIGHTING AND 3-LIGHT INTERCOM, BLACK-OUT FACE WITH LED INDICATORS,
HEAT/AC CONTROLS, EXHAUST FAN.

WARNING LIGHTS

FRONT LIGHT BAR: (5) 900 SERIES HALOGEN WITH CHROME FLANGES (R,R,C,R,R)
BODY WARNING LIGHTS: (7) WHELEN 900 SERIES HALOGEN WITH CHROME BEZELS, (2)
RED WARNING WITH ADDITIONAL FLASHER TO ALLOW A HYPER FLASH PATTERN
LIGHTS ON EACH SIDE OF MODULAR BODY (4) RED WARNING LIGHTS ON REAR OF
MODULAR BODY, WINDOW LEVEL WARNING LIGHTS TO BE WIRED AS BRAKE LIGHTS
WHEN APPLIED AND (1) AMBER ON REAR OVER DOOR

GRILLE LIGHTS: (2) WHELEN 700 SERIES RED/CLEAR HALOGEN MOUNTED
ON POLISHED CAST BEZELS IN FRONT GRILLE

INTERSECTION LIGHTS: WHELEN 700 SERIES RED/CLEAR HALOGEN W/FLANGES
LOAD LIGHTS: (2) WHELEN OPTISCENE 900 SERIES OVER REAR DOORS

SCENE LIGHTS: (4) WHELEN OPTISCENE 900 SERIES (2) EACH SIDE WITH INTERNAL
OPTICS 13 DEGREE

SIREN: WHELEN WS-295SLSAI W/NCM LOCATED IN FRONT SWITCH CONSOLE WITH HORN
FEATURE FOR SPECIFIED SIREN IS ENABLED
SIREN SPEAKERS: CAST PRODUCTS DUAL SPEAKERS MOUNTED IN THE FRONT
BUMPER WITH (2) 100 WATT DRIVERS
STOP, TAIL AND TURN SIGNALS: WHEELED COACH LEDS IN CHROME BEZEL
MARKER LIGHTS: LED MARKER WITH FLASHING CORNER CAP LEDS

INTERIOR

ACTION AREA LIGHT: (1) 15" FLUORESCENT BAR LIGHT IN ACTION AREA
COT MOUNT: STRYKER DUAL POSITION COT MOUNTS WITH YELLOW COT HOOK
INSTALLED AS PER MANUFACTURERS GUIDELINE
DOME LIGHTS: (6) WELDON LED LIGHTS, (2) ROWS OF THREE EACH SIDE WITH EACH
SIDE SWITCHED SEPARATELY, DUAL INTENSITY
FLUORESCENT LIGHTS: THREE (3) 18" *THINLIGHT* FLUORESCENTS
FLOORING: SPECIAL HEAVY DUTY, HIGH QUALITY *LONPLATE II SAFETY VINYL*
FLOORING ROLLED UP SIDES 4"
SPOTLIGHT: (1) OPTRONICS HAND-HELD 200,000 CP, HARD WIRED, MOUNTED ON ENGINE
COVER, MOMENTARY BUTTON SWITCH
STEPWELL LIGHT: (1) INSIDE STEP WELL ACTIVATED WITH SIDE DOOR

OXYGEN, VACUUM & MISCELLANEOUS EQUIPMENT

ASPIRATOR: (1) RICO RS-4X DISPOSABLE ASPIRATOR, HARD PLUMBED TO 12 V ELECTRIC
VACUUM PUMP, ASPIRATOR COLLECTION JAR LOCATED IN ACTION AREA
INCLUDED LAERDAL PORTABLE SUCTION UNIT TO BE INSTALLED IN UPPER ALS (FINAL
LOCATION TO BE DETERMINED AT FINAL INSPECTION) TO BE POWERED BY 110V OUTLET
IN ALS
OXYGEN CYLINDER BRACKET: SET OF (2) 3000 # BURST STRENGTH NYLON BANDS, AND
ADJUSTABLE STRAP FOR "M" SIZE CYLINDER, LOCATED IN COMPARTMENT #1
OXYGEN OUTLETS: (3) OHIO QUICK DISCONNECTS; (1) IN ACTION AREA, (1) IN CEILING
AND (1) CURBSIDE WALL
OXYGEN WRENCH: (1) CHAINED IN OXYGEN COMPARTMENT
VACUUM PUMP: THOMAS 12VDC, MOUNTED ON CEILING IN COMPARTMENT #1
12 VDC OUTLETS: (3) FOR CIGARETTE LIGHTER STYLE PLUGS
110 VAC OUTLETS: (3) 110 VOLT OUTLETS

CABINETS & HARDWARE

ADJUSTABLE SHELVES: THREE (3); ONE IN COMPARTMENT #2, ONE IN
COMPARTMENT #4, AND ONE IN COMPARTMENT #6
ASSIST HANDLES: (3), ONE (1) "L" STYLE HANDLES; ONE (1) ON EACH PATIENT ENTRY
DOOR PLUS ONE (1) 10" ON ALS CABINET
ACTION AREA: ANGLED SWITCH PANEL WITH BRUSHED ALUMINUM ON LOWER ACTION
AREA WALL
ALS CABINET: (2) ADJUSTABLE SHELVES, OPEN LOWER SECTION, INTERIOR ACCESS
ONLY, RETRACTABLE SEATBELTS AT ALL ALS OPENING (NO INTERIOR DOORS ON ALS)

ASSIST RAILS: (1) 64" STAINLESS STEEL CEILING ASSIST RAIL OVER COT AREA
CONTAMINATED "SHARPS" DISPOSAL: REMOVEABLE, LOCATED IN FRONT ACTION
AREA

IV HOLDERS: (2) DUAL BOTTLE SWING DOWN STYLE, (1) EACH OVER COT AND SQUAD BENCH, CHEST AREA, W/VELCRO RETAINING STRAPS
 LABELS: (2) "NO SMOKING" SIGNS, (1) IN CAB, AND (1) IN PATIENT COMPARTMENT, (2) "FASTEN SEAT BELT SIGNS, (1) IN CAB, (1) IN PATIENT COMPARTMENT
 SEAT BELTS: (5) SETS OF AUTOMOTIVE TYPE LAP BELTS; (3) ON SQUAD BENCH, (1) TECHNICIAN'S SEAT; (2) MALE END BELTS ON FACE OF SQUAD BENCH FOR SECONDARY PATIENT
 SQUAD BENCH: SOLID LID WITH RATCHET TYPE HOLD OPEN, FULL CUSHION; SAFETY NET AT END OF SQUAD BENCH
 ADDITIONAL OVERHEAD CABINET ABOVE BENCH
 PLEXIGLASS DOORS: ALL PLEXIGLASS TO BE 3/16"(.1875") THICK, CLEAR, ALL SLIDING DOORS TO HAVE FULL LENGTH ALUMINUM PULL HANDLES
 STREETSIDE CABINETS: STANDARD PRINT WITH CPR SEAT WITH SHARPS AND TRASH IN ACTION AREA, DROP DOWN TRAY AND SECOND ACTION AREA
 TECHNICIAN SEAT: HIGH BACK AUTO STYLE WITH 3 POINT HARNESS
 UPHOLSTERY: THERMAL VACUUM FORMED SEAMLESS VINYL

PAINT, DECALS, LETTERING

PAINT COLOR: MAIN BODY BRIGHT WHITE
GRAPHICS: PAINT AND GRAPHICS TO MATCH EXISTING FLEET
 STAR OF LIFE DECALS: REFLECTIVE BLUE SCOTCHLITE WITH WHITE BORDER
 (2) SOL, 4" ON HOOD (10.16cm)
 (2) SOL, 12" ON REAR (30.48cm)
 (2) SOL, 16" (1) EACH SIDE (40.64cm)
 (1) STAR, 32" ON ROOF (81.28cm)
 (1) AMBULANCE, 4" MIRROR IMAGE ON HOOD (10.16cm)
 (3) AMBULANCE, 6" (1) ON EACH SIDE AND REAR (15.24cm)

OPTIONS ADDED TO BID PRICE

| | |
|--|-----------|
| DOOR LOCKS: ELECTRIC DOORLOCKS ON ALL COMPARTMENT DOORS WITH HIDE AWAY SWITCH IN FRONT GRILLE WITH (2) KEY FOBS..... | \$1200.00 |
| AIR HORNS: BUEL DUAL AIR HORNS MOUNTED IN FRONT BUMPER..... | \$1300.00 |
| ELECTRIC VELVAC MIRRORS..... | 658.00 |
| DIAMOND PLATE OVER REAR WHEEL WELLS..... | 430.00 |
| LOWER ORANGE PAINT..... | 1800.00 |
| GRAPHICS..... | 1100.00 |
| CHEVRONS ON REAR..... | 600.00 |
| 1200 WATT INVERTER WITH 50 AMP BATTERY CHARGER..... | 1300.00 |
| WIG WAGS: MOUNTED IN FRONT HEADLAMPS..... | 361.00 |
| SUPER LED UPGRADE FOR ALL EXTERIOR WARNING LIGHTS..... | 2091.00 |
| LED MARKER LIGHTS WITH CORNER STROBE..... | 400.00 |
| 12 V 110V DANHARD AC/HEAT SYSTEM WITH DIGITAL THERMOSTAT..... | 3645.00 |
| AUTO EJECT 30 AMP..... | 480.00 |
| RESTOCKING CABINETS..... | 1200.00 |
| SPLINT CABINET ABOVE SQUAD BENCH..... | 680.00 |
| PORTABLE O2 STORAGE BUILT IN FORWARD END OF SQUAD BENCH..... | 390.00 |
| PORTABLE LARADAL SUCTION UNIT WITH MOUNT BRACKET AND CORD..... | 1075.00 |
| CAB AUXILLARY CONSOLE..... | 375.00 |
| EVS 3 POINT CHILD SAFETY SEAT..... | 775.00 |
| FLASHLIGHTS: 2 RECHARGABLE SL-45 FLASHLIGHTS | 518.00 |

| | |
|--|--------|
| 2 ADDITIONAL KEY FOBS..... | 84.00 |
| JOTO DESK WITH IPAD MOUNTING SYSTEM..... | 441.00 |
| FLOWMETERS: (2) OHIO FLOWMETERS..... | 64.00 |
| REGULATOR: (1) ONE O2 REGULATOR..... | 37.00 |
| HUMIDIFIER: (1) ONE HUMIDIFIER..... | 72.00 |
| ADD 4 PERCO IV CLIPS WITH VELCRO STRAPS..... | 48.00 |
| DELIVERY TO FLORENCE COUNTY..... | 626.00 |

PRICES, TERMS, WARRANTY, AND DELIVERY INFORMATION

Florida Sheriff's Association bid price.....\$111,400.00
 3% Increase.....3,342.00

Total Options added to bid price.....\$ 21,750.00

Sub-Total.....\$136,492.00

Total Bid Price 2 Units.....\$ 272,984.00

TERMS: BALANCE AT TIME OF DELIVERY

DELIVERY: 180 DAYS A.R.O. CHASSIS

WARRANTY: CHEVROLET CHASSIS:
 MILES

AMB. ELECTRICAL
 AMB. STRUCTURAL
 AMB. PAINT

AMBULANCE CONVERSION:

3 YEARS/ 36,000
 6 YEARS/ 72,000 MILES
 20 YEARS
 7 YEARS
 4 YEARS/48,000 MILES

+ \$ 600.00 Vehicle Tax

\$ 273,584.00

 PURCHASER

 RICK FRANKLIN
 SELLER

 DATE

 10-13-2014
 DATE



FLORENCE COUNTY
Emergency Medical Services

Ryon A. Watkins
Director

Barrott W. Dowdy
Operations Manager

October 15, 2014

Patrick Fletcher, Director
Florence County Procurement Department
180 North Irby Street
Florence, SC 29501

Re: Recommendation Regarding Ambulance Purchase

Patrick,

I'm writing today to recommend that we utilize FY15 budgeted funds and the Florida Sheriffs Association purchasing contract to purchase two ambulances from Peach State Ambulance, who is the South Carolina distributor for Wheeled Coach. These will replace one 2006 model and one 2008 model ambulance.

Florence County EMS presently operates sixteen ambulances that were built by Wheeled Coach. I have been pleased with the quality of their product and believe that two more of their units will greatly enhance our fleet.

Unlike some other vendors, the customer service from Peach State Ambulance has been exemplary. When issues with the ambulances arise, they take our concerns seriously and do whatever is necessary to correct problems.

Please contact me if you have any questions regarding this matter.

Yours very truly,

Ryon A. Watkins
Director

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: EMS Department
Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration Of Ten (10) Yellow Spine Boards, Four (4) Stair Chairs, County Asset # 02153, Two (2) Miniature Refrigerators, Twelve (12) Oximeters, County Asset # 06214 And 06215, One (1) Pressure Monitor In Case, County Asset # 11202, Three (3) Cameras, One (1) Fax Machine, One (1) Inkjet Printer, Six (6) Battery Chargers, County Asset # 1871 & 10979, Sixteen (16) Airway Pressure (CPAP) Units, County Asset # 50270, 15413, 50269, 50266, 15410, 50268, 50264, 50267, 50265, 15409, 15412, Four (4) Whelen Strobe Lights As Surplus Property For Disposal Through Public Internet Auction Via Govdeals.

POINTS TO CONSIDER:

1. Attached listing of items recommended to be declared surplus by the using department.
2. The items 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)* Declare listed items as surplus property and authorize the County Administrator to dispose of said property in the most advantageous manner.
2. Provide alternate instructions.

ATTACHMENTS:

1. Item List

Florence County EMS

Surplus Property

October 21, 2014

Unless otherwise noted, all items are located in the warehouse behind the Parks & Recreation office on Laurel Street in Florence.

Lot # 1

10 HDX long spine boards. (yellow)

4 Ferno stair chairs

SN: L-83831

SN: L-95031 Asset # 02153

SN: L-605755

SN: L-605754

Lot #2

2 Norcold Miniature Refrigerators (110 volt)

SN: KKN-0028 0643 0400 0R00

SN: KKN-0044 0643 0400 0R00

Lot # 3

10 Armstrong AD-1000 pulse oximeters

SN(S):

370314360

370314976

180353860

370314350

150094633 Asset# 06214

150094646 Asset# 06215

180353858

370315033

270293341

370314477

1 Oxi-pulse pulse ox meter

SN: 702985873

1 Matrix pulse ox meter

SN: 701919183

1 Welch Allyn blood pressure monitor in case

SN: 200407904 Asset #11202

Lot #4

1 Pentax PC-330 camera

2 Kodak DC4800 Digital camera

SN: KJCAB04501580

SN: KJCAN12001311

1 Sharp UX-B20 fax machine

SN: 67144637

1HP printer business inkjet 1100

SN: CN397221XY

4 Physio-control Lifepack battery chargers

SN: 13492972

SN: 00012247 Asset # 1871

SN: 00020407

SN: 00012246

1 Cadex battery charger

SN: VGAC02286

1 Medtronic battery charger

SN: 32657206 Asset # 10979

Lot # 5

16 Continuous Positive Airway Pressure (CPAP) Units

CPAPos Model 1900-001

| SN(S): | Asset # |
|-----------|---------|
| 383-5210 | 50270 |
| 343-10752 | 15413 |
| 383-5198 | 50269 |
| 383-5186 | 50266 |
| 343-10805 | 15410 |
| 343-5595 | 50268 |
| 343-5183 | 50264 |
| 383-5207 | 50267 |
| 343-12958 | |
| 383-5196 | 50265 |
| 343-9989 | 15409 |
| 343-10803 | 15409 |
| 343-11508 | |
| 343-10802 | |
| 343-10734 | 15412 |
| 343-5772 | |

4 Whelen dash king 2000 strobe lights

Red or (Red / Clear)

SN(S):

PHI08391

PHI9009

PHI08362

PHI08385

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: IT Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Purchase of An Eaton Powerware UPS System for the IT Center From Pinnacle Network Solutions of Florence, SC Off Of The GSA Schedule 70 Cooperative Purchasing Contract In The Amount Of \$79,854.60 (Including Sales Tax) From The Capital Project Sales Tax II (CPST) Funds.

POINTS TO CONSIDER:

- 1) EATON Corporation is part of the Authorized product line for the GSA Schedule 70 Contractor, SYNEX Corporation under Contract No. GS-35F-0143R.
- 2) Pinnacle Network Solutions, a local vendor and an authorized reseller of EATON products.
- 3) County Ordinance 11.5-41 authorizes the Chief Procurement Officer (CPO) to 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) Recommendation from the Chief Information Officer.

FUNDING FACTORS:

\$79,854.60 = Total Amount funded by the Capital Project Sales Tax II (CPST) budget under line item 332-411-419-8600-5026.

OPTIONS:

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

ATTACHMENTS:

- 1) GSA Schedule 70 GS-35F-0143R Contract Information.
- 2) Pinnacle Network Solutions Authorize Reseller e-mail from Eaton dated October 24, 2014.
- 3) Quote from Pinnacle Network Solutions dated November 4, 2014.
- 4) E-Mail Recommendation from the Chief Information Officer.

Patrick Fletcher

From: Bill Griffenberg
Sent: Monday, November 10, 2014 3:12 PM
To: Patrick Fletcher
Subject: RE: Quote

Okay, lets move forward.

Bill

From: Patrick Fletcher
Sent: Monday, November 10, 2014 3:12 PM
To: Bill Griffenberg
Cc: Robert Franks
Subject: RE: Quote

I do not see any install charges as part of Pinnacle's quote.

Patrick

From: Bill Griffenberg
Sent: Monday, November 10, 2014 3:01 PM
To: Patrick Fletcher
Cc: Robert Franks
Subject: RE: Quote

Okay, we should go with the Pinnacle but that does not include the electrician for the install of the UPS... correct?

Bill

From: Patrick Fletcher
Sent: Friday, November 7, 2014 9:47 AM
To: Bill Griffenberg
Cc: Robert Franks
Subject: RE: Quote

No Bill, the ordinance states that all purchases over \$30K has to be sent out for competitive bids unless we purchase off of the State or a cooperative purchasing contract.

3 quotes are for purchases from \$10K to \$30K.

Patrick

From: Bill Griffenberg
Sent: Friday, November 07, 2014 9:43 AM
To: Patrick Fletcher
Cc: Robert Franks
Subject: Re: Quote

Very confusing. All I need is three bids right? If that is the case, why do I need to put it out to bid?

Sent from my iPad

On Nov 7, 2014, at 9:39 AM, Patrick Fletcher <pfletcher@florenceco.org> wrote:

Bill,

In this case, your options are to either go with the GSA contract price or put this out for bid to allow any bidder to offer fair competitive pricing for this.

Patrick

From: Robert Franks [<mailto:RFranks@florenceco.org>]
Sent: Friday, November 07, 2014 9:37 AM
To: Patrick Fletcher; Bill Griffenberg
Subject: FW: Quote

Patrick

Here is the other two quote as revised from D&B and SHI (to allow for impartial and fair competitive pricing) that I sent to Bill on yesterday. D&B power still beats their quote by just under \$5,300. I will let the two of you decide what to do with this information.

Thanks

From: Patrick Fletcher [<mailto:pfletcher@florenceco.org>]
Sent: Thursday, November 6, 2014 8:53 AM
To: Bill Griffenberg
Cc: Robert Franks
Subject: FW: Quote

Bill,

Do you approve of this revised quote from Pinnacle on the EATON UPS system to be purchased from the GSA Schedule 70 contract?

Once I receive your approval, I will do a fact sheet to get Council's approval. The deadline for the Council agenda is tomorrow so if I can get an approval by then, it would be good.

Contact me if you have any questions.

Thanks,

Patrick

From: Clifford Smith [<mailto:csmith@pinnacledns.com>]
Sent: Tuesday, November 04, 2014 4:57 PM
To: Patrick Fletcher
Cc: Robert Franks
Subject: Quote

Hey Guys,

I have revised the quote. Please see the attachment. Once you have reviewed it for accuracy please let me know if any final changes will be needed. If you are ready to purchase you can email me a P.O. or P.O.#.

Thanks,

Cliff Smith
Account Executive
Pinnacle Network Solutions
843.662.1581 ext. 1010
843.206.5591 cell
csmith@pinnacLens.com

Clifford Smith

Account Executive

Pinnacle Network Solutions

823 W. Evans Street

Florence, SC 29501

Phone: 843.662.1581 Ext 1010

Mobile: 843-206-5591

www.pinnacLens.com



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SYNNEX

**Government
Solutions**

SYNNEX Corporation
Authorized Federal Supply
Schedule Pricelist
GS-35F-0143R



Schedule

Contract Effective Dates: November 28, 2009 through November 28, 2014.

SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, SC 29615
Phone: (864) 289-4374 Fax: (864) 289-4511
Email: gsa@synnex.com Internet: www.synnex.com/government/gsa.html

Contract Number: GS-35F-0143R
Period Covered by Contract: November 28, 2009 through November 28, 2014

General Services Administration
Federal Acquisition Service

Pricelist current through Modification: RENEWAL

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.FAS.gsa.gov/>.



SYNNEX CORPORATION

2014 LINE CARD

Corporate Headquarters

Fremont, California

Sales Headquarters

Greenville, South Carolina

Warehouse Locations

- 1 Fremont, California
- 2 Atlanta, Georgia
- 3 Chantilly, Virginia
- 4 Chicago, Illinois
- 5 Richardson, Texas
- 6 Keasbey, New Jersey
- 7 Grove City, Ohio
- 8 Miami, Florida
- 9 Olive Branch, Mississippi
- 10 Portland, Oregon
- 11 Ontario, California

*ISO-9001-2000 Manufacturing Facilities

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Map your destination to increased productivity, cost savings and overall business success. Our distribution centers are strategically located across the United States to provide you with product where you need it when you need it. Each of our distribution centers provides our customers with warehouse ratings of nearly 100% in accuracy and PPS (pick, pack and ship) performance. Couple that with unsurpassed service from our infrastructure support, giving you one more reason why you should be doing business with SYNNEX. That's service and infrastructure support you can rely on!

SERVICES

Sounds simple, but at SYNNEX we understand that true business growth requires access to meaningful, tangible business infrastructure, tools, and resources. That's why over the last year we've invested heavily in providing our partners with high-impact business services, designed from the ground up to provide real value, and delivering on our commitment to provide unprecedented support to our most valuable asset, our partners.

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- Reseller Marketing Services
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- Integration Services
- Trade Up
- A Menu of Financial Services
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INFRASTRUCTURE

Components East
800.444.7279

Components West
888.756.4888

Government Sales
800.456.4822 Ex. 4007

Security Sales
800.444.7389

Leasing
800.451.5744

POS Solutions
800.753.6927

Customer Service
800.756.1888

OEM West
800.756.7888

CTI Products (Sales)
800.444.7359

Regional Office
800.756.5974

SMB Call Center
866.404.0414

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800.414.6596

**License Online Central/
East**
800.432.6980

Auto ID / POS Sales
800.950.5974

**ICG Security &
Wireless LAN**
800.688.0751

Contact Us:

1.800.456.4822

www.synnex.com

SYNNEX CORPORATION



2014 LINE CARD

2FA
3D Systems
3M Touch
3M Mobile Interactive Solutions
4D Global
4Sight
6fusion
6Sbit Software

A Deeper View
AAEON Electronics an ASUS Company
Aastra
Absolute Software
Access Data
Accessory Power
Accortec
Accu-Tech
Accuvue
Acer
Actiion
ActivIdentity Envoy
Acuo Technology
Adaptec
Adaptiva
Adata
Addlogix
Addmaster
ADESSO
Adobe
Adrem Software
ADS Technologies
Adiran
Advanced Input-Esterline
Advantech
Aegis Micro/Formosa- USA
AG Antenna
Aiton Caldwell
Algo Communications
Allied Telesis
Alloy
Allround Automation
Allscripts
ALLSOP
Altair Engineering
Altera
Althon Micro
AltGen
Altronix
Aluratek
Ambir Technology
AMD/ATI Fire
Amer Networks (formerly Freedom 9)
AML
Amped Wireless
AMX
Anchor PD
Anthro Corporation
Anuta
Aomats
Aopen
APC
AppCom Solutions
Aquarius
Architect

Arclyle
Areca
Arista Networks
Arctic Cooling
Aruba Networks
Asante Networks
Aspect Software
Aspire/Standout
Astro Gaming
ASUS
Asus CE
Asus Notebook
AT&T
Aldec
Alen Technology
ATI Graphics Cards
Atlantis Computing
ATX
Audio Messaging Solutions (AMS)
Augmentix
Autotask
Avanquest
Avast
Avaya
Avenues
Aviva Solutions
Axiom
Azend Corporation

B&B Electronics
Bamboo Solutions
Baracoda/Ingenico
Barco Medical
Barcoview
Barnes & Noble
Barracuda Networks
Bascom
Basler
Battery Technology
Bay Dynamics
Bay Technical Associates
Bedwell Technologies
Belkin
BenQ
Best Mounting/AFC
Better Energy Systems
Big Switch
Biosign
BITS Ltd.
Bixolon
Black Box
Black Box Retail Services
Bluebeam
Body Solid
BorderWare
Brady People ID
Braggables/MJ Mitchell Consulting
Brainboxes, Ltd
Brenthaven
Bretford
Bretford Manufacturing
Bridge Communication
Broadview
Brother

Brother Mobile Solutions
BTH2
Buffalo Technology
Bullguard
Bush Industries
Business Logic
Buslink/Global Silicon
BYTECC

C2G
CA Technologies
Cable Manufacturing
Cables Unlimited
Cachengo
Cambre Products
Canon
Carbonite
Card Scanning Solutions
Case Power
CBM Metal
Celestix
Cellphone Mate
Cenomax
Centennial Software
CENTON
Centrify
Century Software
Certes
Champion Systems
Channel Vision (Custom Installation)
Chassis Plans
Checkpoint Security Systems
Check Point Software
Chenbro
Cherry Electronics
Chief Manufacturing
ClearColor Ink
Clearone
Coby
Code Corp
CognitiveTPG
Cognito
Comcast
Component One
Computer Center USA
Computer Instruments
Computer Software Innovations
Comsquared Systems
Connection-E/TriFusion
Contemporary Research
Context
Convertertechnology
Core Security
Corel
Corente
Corilogix
Corilogix
Corsair Micro
Cortado/Thinprint
Cplane
CradlePoint
Creative Labs
Crosstec
CRU-Dataport

Crucial Technology
CruDataport
CSDC
CSSN
CTA Digital
Ctera
Cy-Fi
Cyberlink.com
Cybernet Manufacturing
CyberPower
Cybertron PC
CYCLONE

D-Link
Dahle
Daktech
Dane Elec Corp
Data Drive Thru
DATA911
Datago
Datalogic
Datamax Media
Datamax Software Group
Dataram
Daymen Inc.
Déjà vu Security
Dell
Delphi Display Systems
DENAO, Inc
Deployable Systems/Hardigg
DeconstructData
Devolutions
DH2i
Diablotek
Dialogic
Diamend
Diamondback Fitness
Digi International
Digital Peripheral Solutions rba D-See
DigitalPersona
Digium
Direct Dimensions
Distrix
Docuex
Dot Hill (eHex Systems)
Double Power
Dr. Dispense
Draper
Drobo
DS3
DT Research
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DYMO

E-Sponder
Eastman Kodak
Eaton Corporation

Contact Us:

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Patrick Fletcher

From: Clifford Smith <csmith@pinnacLens.com>
Sent: Friday, October 24, 2014 12:29 PM
To: Patrick Fletcher
Subject: Fwd: Eaton Authorized Reseller

Just for your record.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: JoshuaCornick@Eaton.com
Date: 10/24/2014 11:50 AM (GMT-05:00)
To: Clifford Smith
Cc: BernhardRumpf@Eaton.com
Subject: Eaton Authorized Reseller

To whom it may concern,

Pinnacle Network Solutions is an authorized Eaton reseller and part of our Power Advantage program.

Thanks

Josh Cornick
Southeast Inside Channel Manager
MD,VA,DC,FL,WV
Eaton Corporation - Electrical Group
PowerQuality Operations
8609 Six Forks Rd., Raleigh, NC 27615
o.919.870.3340
c.919.561.7964
joshuacornick@eaton.com
www.eaton.com/powerquality



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Channel Champion**

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825 W. Evans St.
 Florence, SC 29501
 Phone: 843.662.1581
 Fax: 843.662.1685

Quotation

| Quote # | Date |
|-------------|------------|
| 31496 | 11/04/2014 |
| Sales Rep | |
| Cliff Smith | |

| | | | | | |
|---|--|--------------------------|--------------|------------------|-----------------|
| For: | | Customer # FC1006 | | Phones: | |
| Robert Franks Florence County 180 N Irby Street MSC-FF Florence SC 29501 | | Wk 843-665-3002 | | Fax 843-679-5019 | |
| | | PO # | Terms | Ship Date | Ship Via |
| | | | --- | | |

| | Part | Description | Qty | Price | Extended |
|-----|-------------------|--|-----|-----------|-----------|
| 1) | TB08A1A01130010 | EATON : 9390 UPS 208Y/120V 80KVA PXGS ESS HW | 1 | 28,606.50 | 28,606.50 |
| 2) | TL0803E39111100 | EATON : Eaton 9390 E39 Battery Cabinet | 1 | 13,631.00 | 13,631.00 |
| 3) | M90BGB1XXX | EATON : 9390 3BKR MBP 80KVA 65KAIC 208V | 1 | 5,203.50 | 5,203.50 |
| 4) | UP05CXXX-0080 | EATON : Eaton 9390 7x24 On-Site Start-Up Upgrade | 1 | 452.00 | 452.00 |
| 5) | W2FL87NXXX-0080 | EATON : BLADEUPS 12-60 KW 2ND YR | 4 | 2,158.50 | 8,634.00 |
| 6) | W20006NXXX-0080 | EATON : BLADEUPS 12-60 KW 2ND YR | 4 | 954.50 | 3,818.00 |
| 7) | P-103000160 | EATON : Lift gate ship service per IBC-L batt ca | 1 | 1,530.00 | 1,530.00 |
| 8) | GATE-BATT-INSTALL | EATON : Eaton 9390 Battery Installation Service | 1 | 2,637.50 | 2,637.50 |
| 9) | PMT7009SW444242 | EATON : Eaton Paramount 44Ux42InchW x42Dinch 7009 Switch Enc. | 2 | 4,278.00 | 8,556.00 |
| 10) | PMT442442H | EATON : Eaton Paramount 44U x 24InchW x 42InchD | 1 | 1,642.50 | 1,642.50 |
| 11) | JSPS6440 | EATON : Eaton Paramount 44U x 40InchD side panel GSA Schedule #GS-35F-0143R | 2 | 246.50 | 493.00 |

| | |
|------------|-------------|
| Subtotal | 75,204.00 |
| Tax 8.000% | 4,650.60 |
| Total | \$79,854.60 |

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of (8) vehicles, (1) van, and (1) A/C unit as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached listing of vehicles and equipment is recommended to be declared surplus by the using department.
2. The vehicles and equipment 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 vehicles and equipment.

| <u>UNIT</u> | <u>MAKE</u> | <u>MODEL</u> | <u>YEAR</u> | <u>MILEAGE</u> | <u>VIN #'S</u> | <u>COMMENTS</u> |
|-------------|-------------|--------------|-------------|----------------|-------------------|-----------------|
| VS138 | FORD | CROWNVIC | 2008 | | 2FAF71V68X127265 | DARK TAN |
| VS184 | DODGE | CHARGER | 2008 | 118,274 | 2B3KA43H78H314350 | DARK GRAY |
| V0820 | CHEVY | TAHOE | 2002 | 131,999 | 1GNEC13Z82J337484 | WHITE |
| VS196 | DODGE | CHARGER | 2008 | 113,373 | 2B3KA43H78H314317 | DARK GRAY |
| VS216 | FORD | CROWNVIC | 2009 | 140,352 | 2FAHP71V89X132090 | TAN |
| V0782 | FORD | E350 VAN | 2004 | 117,951 | 1FBSS31SX5HA39163 | 16 PASS VAN |
| V0888 | DODGE | STRATUS | 2004 | 47,437 | 1B3EL36T64N313855 | WHITE |
| VS206 | DODGE | CHARGER | 2009 | 137,700 | 2B3KA43T89H551774 | WHITE |
| VS259 | DODGE | CHARGER | 2010 | 101,910 | 2B3AA4CT8AH153318 | UNMARK WHITE |
| O7862 | SOLAR | 8134 | 1996 | | HO41151 | 160-009-000 |

Florence County Council Meeting
November 20, 2014

AGENDA ITEM: Other Business
Infrastructure Project
Council District 8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$10,000 From Council District 8 Infrastructure Funding Allocation For The Installation/Extension Of Sewer Service To The Proposed New EMS Substation On West Sumter Street.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember: James T. Schofield, District 8

Signed: _____

James T. Schofield
District 8

Date: _____

ATTACHMENTS:

None

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Other Business
Council District #1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$16,011.60 from Council District #1 funding allocations to pay for MBC stone and crushed asphalt on Hart Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by the Finance Dept.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED:

Requested by Councilmember: Jason Springs

Date: Nov. 12, 2014

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Other Business
Infrastructure/Utility Project
Districts 2, 3, 6 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure In An Amount Not To Exceed \$30,000 From Council Districts 2, 3, 6 and 7 Infrastructure/Utility Funding Allocations (\$10,000 Each From Districts 2 And 6, and \$5,000 Each From Districts 3 and 7) For The Construction Of A Concession/Restroom/Control Tower Facility At St. Luke Community Center.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance Fee XXX Utility

Requested by Councilmember: Roger M. Poston, District 2

Amount: \$ 10,000 (I/U) \$ 5,000 (I/U)

Signed:

Roger M. Poston
District 2

Alphonso Bradley
District 3

\$ 10,000 (I/U)

\$ 5,000 (I/U)

Russell W. Culberson
District 6

Waymon Mumford
District 7

ATTACHMENT:

None

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

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
November 20, 2014

AGENDA ITEM: Other Business
Infrastructure/Utility Project
Council Districts 6 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure In An Amount Up To \$20,000 From Council Districts 6 and 7 Infrastructure/Utility Funding Allocations (\$10,000 From Each District) For Roof Replacement/Repairs On The Main Fire House For Windy Hill Fire Department On Williamson Road.

FUNDING SOURCE:

XXXX Infrastructure

 Road System Maintenance

XXXX Utility

Signed: _____
Russell W. Culberson
District 6/Infrastructure

Waymon Mumford
District 7/Utility

ATTACHMENTS:

None

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING
November 20, 2014

AGENDA ITEM: Inactive Agenda
 Ordinance No. 21-2013/14

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of October 16, 2014, Council Tabled The Following Ordinance:

Ordinance No. 21-2013/14: [An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.]

ATTACHMENTS:

Copies of the information provided in the October 16, 2014 agenda package.

FLORENCE COUNTY COUNCIL

October 16, 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.]

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Inactive Agenda
Ordinance No. 04-2014/15

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of October 16, 2014, Council Tabled The Following Ordinance:

Ordinance No. 04-2014/15: [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.]

ATTACHMENTS:

Copies of the information provided in the October 16, 2014 agenda package.

FLORENCE COUNTY COUNCIL MEETING

October 16, 2014

AGENDA ITEM: Ordinance No. 04-2014/15 - Second Reading 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.
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.)

PROPOSED ADDITIONS TO THE
NOVEMBER 20, 2014 MEETING AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

ORDINANCES:

Ordinance No. 15-2014/15 –
Introduce by Title Only

11/18/14

An Ordinance To Amend Florence County Code Of Ordinances Section 9-2(a) To Increase The Fee To Be Collected For The Issuance Of A Marriage License In Florence County And Other Matters Relating Thereto.

BOARDS &
COMMISSIONS:

Florence County Museum
Board

11/14/14

Approve The Recommendation Of The Community Museum Society, Inc. For The Re-Appointment Of Milton Ray McBride To Serve On The Florence County Museum Board, With Appropriate Expiration Term.

Florence County Museum
Board

11/17/14

Approve The Appointment Of William H. Hoylen, II To Serve On The Florence County Museum Board, Representing Council District 9, With Appropriate Expiration Term.

REPORTS TO
COUNCIL:

Award RFP

11/18/14

Award RFP No. 13-14/15 Waste Tire Collection & Recycling Services To Viva SC Recycling Of Moncks Corner, SC.

OTHER BUSINESS:

Senior Citizens Association

11/17/14

Approve The Expenditure Of Up To \$1,000 From Council District 4 Infrastructure Funding Allocation To Assist The Senior Citizens Association With The Purchase Of A Stove And Refrigerator For The Group Dining Site For The Timmons ville Senior Citizens Program.

Timmons ville Rescue Squad

11/17/14

Approve The Expenditure Of Up To \$15,327 From Council District 4 Infrastructure Funding Allocation To Assist The Timmons ville Rescue Squad With The Purchase Of A Power Stretcher.

| | | |
|-------------------------------|----------|---|
| West Florence Fire Department | 11/17/14 | Approve The Expenditure In An Amount Not To Exceed \$10,000 From Council Districts 3, 4, 8 And 9 Infrastructure/Utility Funding Allocations (\$2,500 From Each District) For A Concrete Pad And Site Work At The West Florence Fire Station On Schlitz Drive. |
| Old Middle Road | 11/18/14 | Approve The Expenditure Of Up To \$3,000 From Council District 4 Utility Funding Allocation To Replace 200 Feet Of Old, Deteriorated Pipe In Road Side Ditch On Old Middle Road. |

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
November 20, 2014

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

DEPARTMENT: Probate Court

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Florence County Code Of Ordinances Section 9-2(a) To Increase The Fee To Be Collected For The Issuance Of A Marriage License In Florence County And Other Matters Relating Thereto.)

OPTIONS:

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

ATTACHMENT:

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

Sponsor(s) : Probate Court
First Reading/Introduction : November 20, 2014
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. 15-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Florence County Code Of Ordinances Section 9-2(a) To Increase The Fee To Be Collected For The Issuance Of A Marriage License In Florence County And Other Matters Relating Thereto.)

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

November 20, 2014

AGENDA ITEM: Boards & Commissions
 Florence County Museum Board

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of The Community Museum Society, Inc. For The Re-Appointment Of Milton Ray McBride To Serve On The Florence County Museum Board, With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter from the Community Museum Society, Inc.
2. Resolution of the Board of Directors of Community Museum Society, Inc.
3. List of current Florence County Museum Board



November 12, 2014

Mr. K.G. Smith
County Administrator
Florence, SC 29501

Dear Sir,

The Board of Trustees voted unanimously today to re-nominate Mr. Ray McBride, Executive Director, Community Museum Society, Inc. to the Florence County Museum Board (subject to County Council approval).

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Harry Askins', is written over the typed name.

Harry Askins
Board Chairman

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF COMMUNITY MUSEUM SOCIETY, INC.
Board of Directors Meeting
November 12, 2014

The Board of Directors of the Community Museum Society, Inc., a South Carolina nonprofit corporation ("the Corporation"), hereby adopts the following resolution:

Appointment to Florence County Museum Board

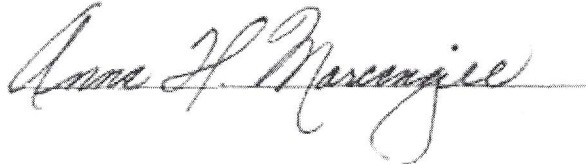
RESOLVED: That Milton Ray McBride is hereby recommended for appointment to serve as the representative of the Corporation on the Florence County Museum Board.

Adopted and approved by a majority of the Board of Directors as of November 12, 2014.



Chair, Community Museum Society, Inc.

WITNESSETH:



Secretary, Community Museum Society, Inc.

FLORENCE COUNTY MUSEUM BOARD

AUTHORITY:

Ordinance No 29-2007/08
Ordinance No. 10-2008/09

APPOINTED BY:

County Council

The Florence County Museum Board (FCMB) shall consist of thirteen (13) members. Nine (9) members shall be appointed by the County Council, two (2) members recommended by Florence Museum Corporation and two (2) members recommended by Lake City Museum Corporation. After initial staggered terms, terms shall be for four years or until successors are appointed and qualified.

| <u>COUNCIL DISTRICT</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-----------------------------|---|--|
| 1 | Gary Cooper 505 Azalea Drive Lake City, SC 29560 Gcooper77@yahoo.com | 843-229-6923 6/2016 |
| 2 | Jean Leatherman 2180 W. Evans St. Florence, SC 29501 jleatherman@eraleatherman.com | 656-0624 (W) 6/2015 |
| 3 | Dr. John Keith 1530 McClure Court Florence, SC 29505 | 667-6710 6/2014 |
| 4 | Jenny Levine 3369 Lakeshore Drive Florence, SC 29501 jenny@jslevine.com | 229-5750 6/2016 |
| 5 | Ben Zeigler 1831 W. Evans St., Ste. 315 P O Box 6617 Florence, SC 29502-6617 bzeigler@sinklerboyd.com | 669-6002 - O 6/2015 |
| 6 | Kevin Barth 2220 Timberlane Drive Florence, SC 29506 | 6/2014 |
| 7 | Donna H. Goodman 3843 N. Williston Road Florence, SC 29506 | 669-6699 (H) 992-0953 (C) 6/2016 |

- | | | |
|----|--|--------|
| 8 | Dr. Fred Carter Francis Marion University 661-1210 P O Box 100547 Florence, SC 29501 LCarter@FMARION.EDU | 6/2015 |
| 9 | Andrew Kampiziones 500 W. Jeffries Lane 662-4435 (H) Florence, SC 29505 661-8181 (W) akampiziones@sc.rr.com | 6/2014 |
| 10 | Jumana Swindler 800 E. Cheves St., Ste. 150 777-5047 (W) Florence, SC 29506 jswindler@mcleodhealth.org | 6/2010 |
| 11 | Becky Crawford 531 Iris Drive 665-7727 (W) Florence, SC 29501 kitco@msn.com | 6/2012 |
| 12 | Milton Ray McBride (LC Museum Corporation) 111 Henry Street 307-7506 Lake City, SC 29560 | 6/2014 |
| 13 | Ann Rogers Chandler (LC Museum Corporation) 1949 Henry Road Hemingway, SC 29554 | 6/2016 |

Andrew Stout, Director
 Florence County Museum Department
 558 Spruce Street
 Florence, SC 29501

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

November 20, 2014

AGENDA ITEM: Boards & Commissions
 Florence County Museum Board

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Appointment Of William H. Hoylen, II To Serve On The Florence County Museum Board, Representing County Council District 9, With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current Florence County Museum Board

FLORENCE COUNTY COUNCIL MEETING

PROPOSED ADDITION TO THE AGENDA

November 20, 2014

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

DEPARTMENT: Public Works Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request Approval To Award RFP No. 13-14/15
Waste Tire Collection & Recycling Services To Viva SC Recycling Of Moncks Corner,
SC.

POINTS TO CONSIDER:

- 1) RFP No. 13-13/14 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on October 23, 2014. Proposals were received on November 10, 2014.
- 2) Two (2) proposals were received.
- 3) A selection committee evaluated the proposals and Viva SC Recycling of Moncks Corner, SC was selected as the most qualified responder.
- 4) The proposal for the collection and recycling of waste tires was \$74.75 per ton which represents a 44% per ton savings from the current price of \$134.41 per ton. The new cost per ton is estimated to provide a savings of \$51,193 annually.
- 5) Council approval includes authorization for the County Administrator to execute all associated documents and contract agreements to proceed, pending County Attorney review and approval.

FUNDING FACTORS:

\$74.75 per ton = Costs that will be funded by means of funding source 421-441-432-200-6416.

OPTIONS:

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

ATTACHMENTS:

Final ranking of firms by the RFP selection committee.

FLORENCE COUNTY, SC
REQUEST FOR PROPOSAL NO. 13-14/15
WASTE TIRE COLLECTION & RECYCLING SERVICE
EVALUATION RANKINGS

| Points | Company | Ranking |
|--------|----------------------|---------|
| 270.0 | VIVA Recycling | 1 |
| 152.0 | U. S. Tire Recycling | 2 |

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

November 20, 2014

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$1,000 From Council District 4 Infrastructure Funding Allocation To Assist The Senior Citizens Association With The Purchase Of A Stove And Refrigerator For The Group Dining Site For The Timmons ville Senior Citizens Program.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: _____
Requested by Councilmember: Mitchell Kirby

Date: _____

ATTACHMENTS:

Copy of Letter from Senior Citizens Association Executive Director Linda Mitchell Johnson

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



November 14, 2014

SENIOR CITIZENS ASSOCIATION IN FLORENCE COUNTY

Councilman Mitchell Kirby
4635 W. Palmetto St.
Timmonsville, SC 29161

Dear Councilman Kirby:

This is to inform you that Senior Citizens Association is partnering with Florence District 4 to utilize the former school's career center as a group dining site for the Timmonsville group participants. We have been faced with some limitations in the current facility such as:

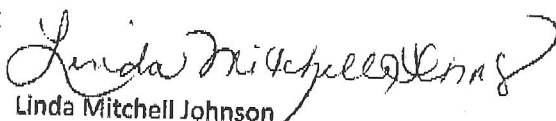
- the location is simply not large enough to effectively carry out the programs needed for seniors
- size prevents attendance growth, participation and expansion by the area seniors
- some individuals choose not to come due to overcrowded and restricted space
- inability to enhance activities and programs
- no storage space
- limited parking
- no office space to complete administrative duties.

Senior Citizens Association has re-located the Timmonsville group dining five (5) times in the past fifteen (15) years and we have no permanent home. We are excited to have this opportunity to move into this location, but we do not have a refrigerator or stove. We are requesting \$1,000 for your consideration in order to purchase a stove and refrigerator for the group dining site for Timmonsville. Your assistance in this matter will be greatly appreciated.

Senior Citizens Association believes that senior center programs are essential for the health and well-being of senior citizens in the community. Ultimately, it is our hopes that we will be able to partner with Florence County to have a permanent place for our seniors in the community. We would love to work with you on any planning for a community or senior center in your district.

If you need any additional information, please do not hesitate to contact at 669-6761 or the email address lmj128@bellsouth.net.

Sincerely,


Linda Mitchell Johnson
Executive Director

600 SENIOR WAY • FLORENCE, SOUTH CAROLINA 29505

Telephone (843) 669-6761 • Fax (843) 665-2266



A UNITED WAY AGENCY

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

November 20, 2014

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$15,327 From Council District 4 Infrastructure Funding Allocation To Assist The Timmons ville Rescue Squad With The Purchase Of a Power Stretcher.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: _____
Requested by Councilmember: Mitchell Kirby

Date: _____

ATTACHMENTS:

None

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

November 20, 2014

AGENDA ITEM: Other Business
Infrastructure/Utility Project
Districts 3, 4, 8 and 9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure In An Amount Not To Exceed \$10,000 From Council Districts 3, 4, 8 and 9 Infrastructure/Utility Funding Allocations (\$2,500 From Each District) For A Concrete Pad And Site Work At The West Florence Fire Station On Schlitz Drive.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance Fee XXX Utility

Requested by Councilmembers:

Amount: \$ 2,500 _____ (I/U) \$ 2,500 _____ (I/U)

Signed:

Alphonso Bradley
District 3

Mitchell Kirby
District 4

\$ 2,500 _____ (I/U)

\$ 2,500 _____ (I/U)

James T. Schofield
District 8

Willard Dorriety, Jr.
District 9

ATTACHMENT:

None

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 20, 2014

AGENDA ITEM: Other Business
Council District #4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$3,000.00 from Council District #4 funding allocations to replace 200 feet of old, deteriorated pipe in road side ditch at Howard Chapel Free Will Baptist Church on Old Middle Road.

The estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Dept.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Mitchell Kirby

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council