

- C. MINUTES OF THE JUNE 4, 2015 SPECIAL CALLED MEETING** [59]
Council Is Requested To Approve The Minutes Of The June 4, 2015 Special Called Meeting Of County Council.

VI. PUBLIC HEARINGS: [62]

Council Will Hold Public Hearing On The Following:

A. ORDINANCE NO. 35-2014/15

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Sixty Thousand Dollar (\$3,560,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

B. ORDINANCE NO. 36-2014/15

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Eight Million Three Hundred Thousand Dollar (\$8,300,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

C. ORDINANCE NO. 37-2014/15

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

D. ORDINANCE NO. 02-2015/16

An Ordinance To Amend Ordinance No. 01-2015/16 In Order To Increase The Debt Service Millage For Florence County For The FY2015/16 Budget And Other Matters Related Thereto.

VII. APPEARANCES:

There Were No Requests For Appearances At The Time Of Publication Of The Agenda.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

(Chairman Poston, Councilmen Mumford, Schofield and Dorriety)

November 2013

Capital Project Sales Tax

Public Services & County Planning

(Councilman Dorriety/Chair, Councilmen Bradley and Caudle)

June 2008

Museum

November 21, 2013

Landings

Justice & Public Safety

(Councilman Mumford/Chair, Councilmen Springs and DeBerry)

Litter

Education, Recreation, Health & Welfare

(Councilman Caudle/Chair, Councilmen Springs and DeBerry)

July 17, 2014

Miracle League of Florence County

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Bradley/Chair, Councilmen Kirby and Springs)

January 17, 2013

City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF RECOGNITION

[63]

A Resolution Of Recognition For Olivia McConnell In Recognition Of Her Multitudinous Meritorious Achievements.

B. RESOLUTION NO. 27-2014/15

[65]

A Resolution Requesting Florence County Update And Renew Contracts To Administer Certain Planning And Building Code Enforcement Services For The Town Of Pamplico And The Town Of Timmons ville; And Other Matters Related Thereto.

C. RESOLUTION NO. 28-2014/15 **[77]**

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

D. RESOLUTION NO. 29-2014/15 **[87]**

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

E. RESOLUTION NO. 30-2014/15 **[95]**

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

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 29-2014/15 **[103]**

An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash, Article 1. In General; And Other Matters Relating Thereto.

2. ORDINANCE NO. 30-2014/15 **[109]**

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located North Of Meadors Road, More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential Preservation; And Other Matters Related Thereto.

*(Planning Commission **Approved** 4 to 3)(Council District 9)*

3. ORDINANCE NO. 31-2014/15 **[115]**

An Ordinance To Rezone Property Owned By South Florence Developers And Gary Finklea Located On Meadors Road And Lake Oakdale Drive, Florence, As Shown On Florence County Tax Map No. 00052, Block 01, Parcel 005 Consisting Of Approximately 60.12 Acres From RU-1, Rural Community District To R-2, Single-Family Residential District; And Other Matters Related Thereto.

*(Planning Commission **Approved** 4 to 3)(Council District 9)*

4. **ORDINANCE NO. 32-2014/15** [123]

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map To Change The Flood Hazard District To Reflect The New 2014 Flood Zones; And Other Matters Related Thereto.
(*Planning Commission **Approved** 8 to 0*)

5. **ORDINANCE NO. 34-2014/15** [128]

An Ordinance To Ratify FY15 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

6. **ORDINANCE NO. 01-2015/16** [133]

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

B. SECOND READING

1. **ORDINANCE NO. 24-2013/14 – TABLE** [169]

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. 35-2014/15 (*Public Hearing*)** [172]

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Sixty Thousand Dollar (\$3,560,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

3. **ORDINANCE NO. 36-2014/15** *(Public Hearing)* **[198]**

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Eight Million Three Hundred Thousand Dollar (\$8,300,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

4. **ORDINANCE NO. 37-2014/15** *(Public Hearing)* **[253]**

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

5. **ORDINANCE NO. 02-2015/16** *(Public Hearing)* **[277]**

An Ordinance To Amend Ordinance No. 01-2015/16 In Order To Increase The Debt Service Millage For Florence County For The FY2015/16 Budget And Other Matters Related Thereto.

C. INTRODUCTION

ORDINANCE NO. 38-2014/15 *(By Title Only)* **[280]**

An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, Jefferies Creek, 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 RU-1, Rural Community 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.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. ACCOMMODATIONS TAX ADVISORY COMMITTEE **[283]**

Approve The Reappointment Of Robert Hawkins To Serve On The Accommodations Tax Advisory Committee, Seat 1, With Appropriate Expiration Term.

B. BOARD OF ASSESSMENT APPEALS

[286]

Approve The Reappointment Of Dwight Hyman To Serve On The Board Of Assessment Appeals, Representing Council District 9, With Appropriate Expiration Term.

C. ECONOMIC DEVELOPMENT PARTNERSHIP BOARD

[289]

Approve The Appointment Of Dennis Dorman To Serve On The Economic Development Partnership Board, Representing Council District 9, With Appropriate Expiration Term.

D. PLANNING COMMISSION

[292]

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

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[295]

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

B. FINANCE

FY2015/2016 STATE ACCOMMODATIONS TAX ALLOCATIONS

[312]

Approve The Expenditure Of \$225,000 In State Accommodations Tax Funding Allocations As Recommended By The Accommodations Tax Advisory Committee For FY2015/2016.

C. MUSEUM

MEMORANDUM OF UNDERSTANDING

[315]

Approve A Memorandum Of Understanding Between The Florence County Museum And The Florence Regional Arts Alliance Regarding The Use Of Office Space At The Waters Gallery.

D. PARKS & RECREATION/PROCUREMENT

AWARD BID NO. 30-14/15

[320]

Award Bid No. 30-14/15 For Rubber Surfacing For Ebenezer Park To Creative Playscapes Of Matthews, SC In The Amount Of \$96,812 (Primary Bid Of \$83,528 Plus Alternate 2 Bid Of \$96,812) From The Capital Project Sales Tax II Funds. *(3 Compliant Bids Received)*

E. PROCUREMENT

1. AWARD BID NO. 25-14/15

[323]

Authorize The Award Of Bid No. 25-14/15 For Capital Project Sales Tax II Section XII And District 7 Road Paving Projects In The Amount Of \$3,232,709.47 To Wade-Lott, Inc. Of Conway, South Carolina To Be Funded From Capital Project Sales Tax II Funds. *(3 Compliant Bids Received)*

2. CONTRACT APPROVAL

[326]

Authorize ICA Engineering From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Various Road Paving Projects In The Amount Of \$75,000 To Be Funded From Capital Project Sales Tax II Funds.

3. SOLICITATION FOR REPLACEMENT – MAIN SWITCHGEAR

[331]

Approve Solicitation For Replacement Of The Main Switchgear In The County Complex To Be Funded From Building Commission Funds At An Estimated Cost Of \$1,000,000.

F. SHERIFF'S OFFICE

CONTRACTUAL AGREEMENT – TOWN OF SCRANTON

[332]

Approve A Contractual Agreement With The Town Of Scranton To Provide Victim Services.

XIII. OTHER BUSINESS:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

FORE ROAD

[335]

Approve The Expenditure Of Up To \$15,330 From Council District 6
RSMF Funding Allocations To Pay For MBC Stone For Fore Road.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 14, 2015 Budget Worksession of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

BUDGET WORKSESSION OF THE FLORENCE COUNTY COUNCIL, THURSDAY, MAY 14, 2015, 8:00 A.M., COUNTY COMPLEX, COUNCIL CONFERENCE ROOM, ROOM 804, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:

Roger M. Poston, Chairman
James T. Schofield, Vice Chairman
Mitchell Kirby, Secretary-Chaplain (entered the meeting at 8:03 a.m. and left at 10:18 a.m.)
Waymon Mumford, Council Member
Alphonso Bradley, Council Member
Kent C. Caudle, Council Member
Jason M. Springs, Council Member
H. Steven DeBerry, IV, Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:

Willard Dorriety, Jr., Council Member

ALSO PRESENT:

Sheriff W. Kenney Boone
Suzanne S. King, Administrative Services Director
Kevin V. Yokim, Finance Director (left the meeting at 9:00 a.m.)
Jonathan B. Graham, III, Planning Director
Sam Brockington, Fire/Rescue Services Coordinator
Fire Chiefs
Gavin Jackson, Morning News Staffwriter
Tonya Brown, WPDE TV15 Reporter

A notice of the Budget Worksession of the Florence County Council appeared in the May 13, 2015 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 Poston called the meeting to order. Councilman Mumford provided the invocation and Vice Chairman Schofield led the Pledge of Allegiance to the American Flag. Chairman Poston welcomed everyone attending the meeting.

FY2016 BUDGET WORKSESSION

Chairman Poston stated the purpose of the meeting was to hold a FY2016 Budget Worksession. County Administrator K. G. Rusty Smith, Jr. provided a brief synopsis of discussions from the May 7, 2015 Worksession to set the stage for what the issues were from that meeting that Council would need to address. He stated the Chairman and Councilman DeBerry specifically had asked the question about possibly later on looking at other revenue sources the County could utilize. Unfortunately, the sources were very limited. He provided members of Council with a copy of a publication from the South Carolina Association of Counties titled *Revenue Resources for County Government*. Most of the potential resources listed in the publication were already being employed by the County.

A balanced budget was presented to Council at the April 16th meeting, which in essence was first reading. Subsequently, on May 7th a Special Called meeting and Budget Worksession was held. At that meeting Council gave second reading to Ordinance No. 33-2014/15 (an ordinance authorizing the execution and delivery of documents relating to the proposed judicial center). In essence, to assimilate the data that was espoused. The financial advisor built a model based on instructions to build a \$40 million judicial center with a 25 year installment purchase bond and also to provide funding that was needed. The millage rate for the jail would remain at 3.5 mills until the year 2018. That same year the rate would increase by 1.35 mills for a total of 4.85 mills.

In 2019, when the jail was paid off, the millage rate would become 6.5 mills, which would be a net increase of 3.0 mills over the current millage. There was discussion at that time that the amount/cost involved, \$66.7 million when it was taken out and \$5.5 million of that amount would be capitalized interest and would be repaid by the bond premium. There was also some discussion about shortening the lease term to 20 years with a 3.5% APR. This method would require 7.8 mills for the bond repayment. At 20 years, the total interest rate would be \$25.7 million.

Some of the discussion held was that there were a number of advantages for the County to use installment purchase bonds. One was the debt, but another was that Council could also consider including this in the future if there was a Capital Project Sales Tax III with a project titled "Completion of Judicial Center Acquisition." The funds, if using the installment purchase bonds, could be utilized to pay that off. In essence, the new judicial center could be built and operated for an additional 4.5 mills over the current millage. Councilman Schofield stated that Councilman Dorriety talked about putting the millage on next year, instead of waiting two (2) years, which the County would realize a savings of \$3.5 million. However, if you put the millage on this year, that would save an additional \$6 million. Mr. Smith stated that after talking with the financial advisor, a third option model indicates that in 2020, if you left the millage at 6.5-6.6 mills, the bond could be shortened to 20 years and you would actually save about \$9.5 million. Mr. Yokim stated if Council levied one mill in FY2016, then in FY2017 increase millage another 3.0 mills. What that would do would enable Council to reduce the millage by about 0.8 mills in the fifth year, which would be a savings of about \$3.5 million. If Council did not reduce the millage in the fifth year by the 0.8 mills but left the millage on, the bond could be shortened to 20 years as opposed to 25 years for a savings of about

\$9.5 million total. Mr. Smith stated he was asked what would happen if Council delayed any action on the funding and based on information from the financial advisor, Council would run the risk of legislative intervention, as well as potential increase in rates for an estimated increase in cost of \$1.6 million.

After discussion on the proposed judicial center, Council engaged in further discussion of the FY2016 budget. It was noted that due to the lack of funding of the local government fund there was very little change from last year's budget. Of note was the fact that requests exceeded the current year budget level by \$6 million. Staff clearly delineated all major requests that were not included in the budget. It was also noted that revenue growth was flat at approximately 1% and that 65 – 70% of the annual budget was personnel; a large percentage of which was not controlled by Council but by the elected and appointed officials.

Also, denoted were four items which had been included in the budget. The largest and most significant was a 3% wage adjustment for all non-emergency personnel and expansion of an on-site health clinic. Also included in the budget, pursuant to Act 388 was a 1.6 mill increase to fund the new items and several State mandates, including the 0.4 mills required for e-waste.

Also discussed was the 'Unified Fire Protection Debt Service Fund.' This fund was created to fund the annual debt service on the County general operation that would be issued to refund the 3.5 million dollar bond anticipation note (BAN). Included in the budget was a 3.9 mill increase to pay annual debt service. So the 1.6 mills and 3.9 mills were included in the proposed budget.

Additionally, the fire departments requested \$8.1 million in capital replacement needs. A 20 year GO bond could be issued to fund these items. The cost to the taxpayers for this bond would be 3.5 mills if ad valorem taxes were issued to repay the debt. Mr. Smith stated optional methods of repayment were discussed involving fees. Mr. Zeigler and Mr. Yokim could offer some comments on that aspect. As a side note, if fees were used the County could perhaps lower operating millage in the unified fire district instead of the debt service and then add it back to the debt service millage. It was initially thought that the two bonds could be consolidated but after further consultation with bond counsel it was determined that the bonds would have to be issued separately due to the State mandated 60 day waiting period for bonds. Councilman Springs asked what it meant to have two separate bonds and if there were any ramifications. Mr. Zeigler responded that the BAN matures in August and when the County issued the BAN it advised the public that it would be paid off by general obligation bonds in a years' time. That notice triggered a 60-day initiative/referendum period. State law provided that when the County issued general obligation bonds, once third reading was given to an ordinance authorizing bonds, there was a 60-day period in which 15% of the electors could submit a petition to the County asking that the ordinance be repealed. If the ordinance was not repealed, a referendum would be required. At this point, the County already approved the issuance of the bond to pay off the BAN so the County was not required to wait the 60 days. If the County waited 60 days, added in the money for the new improvements, it would require an additional 60-day wait, which would be beyond the maturity date of the BAN.

Council was also advised at the May 7, 2015 worksession that requests from the six (6) fire departments came in at \$765,000 over current fiscal year budgets. However the amount included in the 2016 budget remains the same as the previous fiscal year with a 27.5 mill assessment.

Also discussed at the previous Worksession was the EMS staff realignment, which everyone concurred was in the best interest of the County and Mr. Smith was working with EMS Director Ryon Watkins to implement the plan. One of the ancillary benefits of the realignment was with the West Sumter Street station coming on line it could be handled without additional personnel, plus increase service in Lake City and Florence during high impact time.

Increased funding for parks in Lake City and Johnsonville as well as an additional position to promote economic development in the southern Florence County area were discussed at the previous Worksession and would be included for second reading of the budget ordinance. Staff would need direction from Council with regard to the judicial center on how to proceed with the construction manager at-risk process to stay focused, if Council approves on third reading. All of the changes for second reading would be clearly listed in a newly formatted changes list.

UNIFIED FIRE DISTRICTS

Mr. Smith stated that of the two main reasons for Council's consideration at this meeting, the first dealt with the issue of capital replacement bond requested by the unified fire district. Council needed to decide if they wished to approve this and also how it would be funded. The fire districts requested over \$8.1 million for new equipment that they deemed necessary to continue to operate properly. Ordinance No. 36-2014/15 (an ordinance to issue a GO bond) was drafted and could be added to the amended Agenda for the May 21st meeting, if Council desired. If Council wished to proceed with the request, Ordinance No. 01-2015/16 would need to be amended to increase the annual debt service millage to 7.4 mills from 3.9 mills. Council would also need to increase the appropriation for the fire district debt service fund from \$419,000 to \$890,000.

Mr. Smith stated that if Council had an alternate revenue source they wished to utilize, staff would need direction. Mr. Yokim stated that the addition of a fee would create an issue with regard to timing for IT to implement the programming to include the fee on the tax notices. Mr. Zeigler provided information on the legality of implementing a fee specifically for the fire districts. The statute under which the County fire districts were created allows the implementation of a fee or taxes to support capital improvements in the fire districts. In order to pay for the bonds with a fee requires that the fee be collected and built over a couple of years so that at the time the Auditor goes to set the levy he could determine there were enough fees on-hand and the levy of taxes would not be necessary. The County could implement a fee and utilize a portion of the fee to pay a portion of the operations for the district, which would reduce the millage levied. The County could put on debt service millage and make the bond payment, which would basically be a wash; use fees to pay off operations and lower taxes to pay the bonds. There were a lot of 'unknowns' and not much guidance with regard to establishing and collecting the fee but it was clearly legal for the County to implement a fee under the current structure of the fire districts.

Councilman Schofield stated that since 9-11 there were many changes in the fundamental structure of the fire districts. The majority of calls were now first responder calls versus a structure fire. He was of the opinion that there was no correlation between a first responder call and the value of a home so levying millage on homes or automobiles was not fair. His opinion was that a \$20 - \$25 fee on parcels was the best option. He said his intent was that if a fee were added ad valorem taxes should be decreased. For example, based on research he did previously, if a fee of \$23.74 was added on all parcels in the unified fire district (no vehicles) then the millage could be decreased from 27 mills to 16.3 mills, which equates to a \$40 decrease on a \$100,000 home. This would diversify the revenue rather than increase the cost to the taxpayer. Then the issue arose of the need for new equipment. In response to a question, Mr. Yokim stated that in the current budget ordinance was the millage to refund the BAN and the 3.9 mills. If Council desired to add the \$8.1 million of new money for the new equipment, it would require an increase of 3.5 mills. If Council opted to move forward with a fee of \$25 per parcel, millage could be reduced approximately 3 or 4 mills overall (operations and debt service). The timing was problematic because the fee would need to build up prior to the reduction of millage. Investors may not be willing to purchase a bond secured by a new fee prior to some data to indicate the collection rate. Councilman Schofield asked for clarification of the current options: 1) If Council wanted to fund the \$8.1 million for equipment, it would require 7.4 mills (3.9 for BAN); 2) if a \$21 fee was implemented, no additional tax increase would be required; 3) if a \$25 fee was added, millage could be decreased.

Councilman Caudle asked how long the additional millage for the \$8.1 million would be on the tax notices. Mr. Yokim responded it would be on for 20 years. Councilman Caudle stated he had no doubt that the requests were justified; however, the County just went through the capital project sales tax (CPST) and raised a lot of money for the fire departments. Could it be spread out over four (4) years at \$2 million per year? Mr. Yokim stated that it could. The value of 1 mill in the unified fire district was approximately \$125,000 so if the County wanted to fund \$2 million, it would basically be an additional 16 mills per year for four (4) years. Councilman Caudle expressed concern that if all the equipment were replaced at one time, it would all need replacing again at the same time rather than being staggered.

Fire/Rescue Services Director Sam Brockington stated there were 77 vehicles in the fleet and with the penny and the bond it completed 30 vehicles being replaced. The Fire Chiefs agreed that the items requested were front-line safety issues addressed first and there was interest in a CPST III to develop a replacement schedule for additional equipment. The problem was that the fire departments were way behind in replacing equipment.

Council discussed the pros and cons of the various options available such as adding a fee on vehicles versus a parcel fee. Some members expressed concerns regarding the addition of the fee on parcels and other expressed concerns on placing the fee on vehicles, both views were concerned about people with multiple parcels or multiple vehicles and whether or not the reduced millage would be enough to off-set the fee. Mr. Zeigler stated another option that was available to the County was to issue another bond anticipation note to finance the equipment, which would enable the County to allow the fee to build up.

Councilman Schofield stated he would like to offer the Fire Chiefs that were present the opportunity to defend the request and provide Council with an explanation as to the need. He stated he would also like to see, in the future, the various Council Committees meet with the appropriate entity/department requesting additional funding in the annual budget.

Councilman Kirby agreed he would like to hear from the Fire Chiefs present. He asked for a recap of the millage if everything were included in the budget. Mr. Smith stated it was 3.9 mills for the BAN, 1.6 for the employee raise, and depending on how Council discussed moving forward with the courthouse. Mr. Yokim stated if Council wanted to include the \$8.1 million for fire departments that would be an additional 3.5 mills, for a total of 8 mills. The fourth item for consideration was the courthouse. The current model did not increase millage for the courthouse for 3 years, unless Council pre-paid interest, which would increase millage by 1.0 mill next year and then 3.0 mills the following year. After that point, Council would need to decide whether or not to decrease the millage in year 5, dependent upon savings and how long to hold the bond. So if all four (4) items were approved, it would equate to a 9.0 mill increase.

Councilman Bradley stated one of the comments he was hearing was the County just implemented the CPST II so why wasn't this list of 'needs' included in those requests. Councilman Mumford stated he wanted to hear from the Chiefs as well. He was of the opinion that the plate was currently stacked for Council and if there were any items that could be looked at and held for another year that would be preferable.

Hannah-Salem-Friendfield Fire Chief Monty Tedder stated the CPST II enabled the department to replace a lot of outdated equipment. The majority of the apparatus the department had was 25 to 30 years old. The initial request in the CPST II was over \$6 million but the department was only allocated a little over \$4 million. Vehicles that were 30 years old were not designed for current traffic levels; those vehicles would not stop as readily as a newer vehicle. Replacement parts for the vehicles were very difficult to locate, most were obsolete.

Windy Hill Fire Chief John DeLung stated that as of March 2016, the airpacks would be 15 years old and would no longer be compliant, therefore necessitating the need to replace those units. The requested replacement apparatus was essentially due to the Pee Dee Commerce Center and the impact of the growth and needs of the industry in that area. Residentially that area was not growing, but commercially there was tremendous growth.

Howe Springs Fire Chief Billy Dillon expressed his appreciation for Council's concern on this issue. Howe Springs covers approximately 170 square miles, inclusive of the area from Sumter County to Marion County at the Pee Dee River. The call volume in that area tripled in the last 20 years as well as the types of calls (haz mat, wrecks, medical calls, etc.). The 30 year old trucks don't have room to carry the load of equipment that NFPA and ISO required the department to carry. Included in the CPST II was a new fire station and due to the increased cost of the station, the department had to compromise and removed the replacement of one of the vehicles on the list. Approximately a month ago,

the department had to shut down one of its stations due to two vehicles needing parts that had to come from Switzerland, and when the parts came in, they were wrong. Maintenance on the older model vehicles was becoming extremely cost prohibitive and dangerous to retain the vehicles in service. The three vehicles requested to replace were due to safety issues.

Councilman Springs stated he would like for all departments to work together to obtain equipment that could be utilized by any of the departments and as they continue to work together as a unified fire district, the equipment would be similar or alike so that as they back each other up at an incident, the volunteers would be familiar enough with the equipment they could share and continue to support each other at an incident. Chief Dillon stated that was one of the items discussed at the Fire Chiefs' meetings and they were already working along those lines to ensure compatibility.

Sardis-Timmonsville Treasurer Earl Copeland stated that in the absence of the Chief, he wanted to thank Council for the CPST II, which was a total of \$900,000 for that department. The new Cartersville station approved under the CPST II was more than the amount allocated and the department had to add an additional \$41,000. The department also had to add \$45,000 to equip the new pumper for it to be road-ready. The department currently had a pumper that would crank one day with no problems but the next day the engine may die on you or only get around 1300 rpms, which was a problem when you were trying to get on I-95 to respond to a call. All of the department's airpicks were out of date. He expressed appreciation to Council for its support.

Olanta Fire Chief Jimmy Coker stated the department asked for \$520,000 in the CPST II to replace a truck that was in the list. Due to changes in ISO standards, the department changed its CPST II funding to purchase two new tankers to get enough water to incidents that occurred away from hydrants to meet the standards for ISO. Olanta needed to replace 25 airpicks. If the County changed the standard for all departments to use the same type, the department would need to request 40 instead of 25. When the CPST II was passed, the truck requested was \$520,000. Now the same vehicle was estimated to cost over \$700,000. He said he knew it was a lot to ask, but as was evidenced by the estimate, the costs would continue to rise and a delay in the purchase could cost the County even more money. This year alone that vehicle was down twice previously (brakes and valves) and was now down due to hydraulic issues. The older the vehicle, the longer it took to get parts.

Councilman Schofield stated every dollar spent on the fire districts saved a life and probably saved the taxpayer more money than what was paid in taxes or fees. When this project began, not every taxpayer had a fire station within five (5) miles of their home but when the CPST II projects were complete, they would. Johnsonville now had an ISO rating of 3. Councilman Poston stated his homeowners insurance was reduced by about \$200 and his taxes only increased about \$14.

Councilman Kirby stated it was Council's desire to support the enhancement of the provision of emergency services and provide the needed equipment but the problem was determining how to fund it. He stated he supported the fee instead of the millage to diversify but he was unsure about adding the fee to parcels or vehicles.

Councilman Caudle stated it was not a matter of 'if' the equipment was needed but a matter of when and how the County would provide the needed equipment. He reiterated that he hoped the fire departments were coordinating the purchases so that if/when the need arose, the various districts could back each other up and would be in a position to share the equipment effectively with responders being familiar or trained on the equipment. Mr. Brockington stated the majority of the airpacks were compatible, but there were some concerns they were working on to ensure seamless operation among the departments within the unified fire district.

Councilman Schofield stated Council needed to provide staff with direction with regard to any proposed amendment(s) to the budget ordinance on second reading at the May 21st meeting to accommodate the unified fire district needs. He stated he supported a \$25 First Responder Fee on parcels in the unified fire district for operating, lower the millage, and purchase the equipment. Councilman Caudle expressed agreement. Councilman Springs stated he agreed Council needed to move forward because if Council delayed, by next year the \$8.1 million could be \$9.5 million. Councilman DeBerry stated he thought it was a 'no-brainer' that Council needed to move forward with the purchase of the equipment. It was dangerous for the responders and embarrassing for the County to continue to use outdated equipment.

Councilman Kirby stated he would prefer the fee be placed on vehicles as opposed to parcels. Chairman Poston stated Council was not voting on the technical aspects of the fee today, but providing staff with direction to run the numbers and bring Council options to consider at the May 21st meeting. He stated the primary issue was the safety of the volunteer firefighters and the citizens of Florence County.

Councilman Mumford commended the fire departments for the excellent job they do in protecting the lives and property of citizens in Florence County and managing with very limited budgets. He said it looked like this may be the best route to take and he was hopeful that if Council was able to accommodate the funding for replacement equipment in fiscal year 2016 that the fire departments would be covered for next year and wouldn't have to ask for additional funding.

Councilman Mumford stated he was also of the opinion that Council needed to consider supporting the Sheriff with his departmental needs with regard to the helicopter he acquired at no cost from the military. The Sheriff's office was part of the 'public safety' team and he wanted to ensure Council supported his efforts to protect the citizens.

Councilman Kirby expressed concerns about overloading the citizens with millage and fee increases. He stated he wanted to ensure any fees or taxes were put on fairly to the taxpayers.

(The Fire Chiefs and members of the fire districts exited the meeting at 9:45 a.m.)

JUDICIAL CENTER

Mr. Smith stated that at the April 2nd Administration & Finance Committee meeting and the previous Budget Worksession, Council discussed the construction of a judicial center, including the Construction Manager At-Risk process. Mr. Dewey Ervin of S&W architects made a presentation at the Committee meeting. He presented two alternatives: primary was the traditional design by the architect followed by sealed bids by the contractors; second was the construction manager (CM) at-risk, which according to S&W, many of the courthouses now being built in South Carolina were employing this method. In dealing with various CPST II projects, he learned that the conventional method of bidding was not always the most conducive option. The CM At-Risk was sort of a new term in the construction industry but it was essentially a quality based selection method. A selection committee would analyze submittals for 1) related experience of the contractor, 2) competency, 3) financial stability, and 4) exhibit successful relationships with past clients. This was such an important aspect of the project Mr. Smith asked Dewey Ervin and Ashby Gressette to present their reasoning and recommendations. He also asked them to emphasize in their presentation the competitiveness of the process. Councilmen Mumford and Bradley engaged in discussion regarding the Disadvantaged Business Enterprise (DBE) program to ensure the inclusiveness of local contractors/vendors and businesses, and to address the fiduciary responsibility as it concerns Council and the taxpayers.

Ashby Gressette with S&W Architects, Dewey Ervin and Gary Brown presented information as requested by Mr. Smith. Design it, bid it, build it was the old traditional method of constructing a new building. Under this method, you don't know what you got until you open the bids on bid day. You don't know who you will be working with, the level of competency, or experience of the bidder because you were pretty well locked in with the low bidder. Mr. Gressette provided a comparison of the different options. Design-Build was another method, which the team was typically selected up front and usually the contractor was in charge. You might get the right contractor and wrong architect or right architect and wrong contractor on the team. In the design/bid/build method, all drawings and construction documents must be done first, then approximately a two-month bid process (qualifications, protests, etc.). Under the CM At-Risk method, a committee would make a short list of about three or four firms to work with based on the RFQ. The CM At-Risk would typically seek out local vendors to complete different phases/aspects of the project (e.g. electrical, HVAC, etc.). Mr. Gressette stated his experience on the Lancaster courthouse project was that under this method, there were no change orders and it was a smoothly run project. The construction manager was brought on board much sooner and had input that could reduce costs or at a minimum maintain the project at the budgeted level.

Councilman Schofield expressed his support of the CM At-Risk method, based on a negative experience with the Design-Bid-Build method employed with the Museum project. Mr. Gressette stated many other public entities were utilizing this method and it was a time-tested method that was all about quality.

Councilman Springs stated he could definitely see that having the builder on-hand early on was a good thing. He stated he wanted a functional courthouse, not a 'Taj Mahal.'

Councilman Caudle stated he didn't care for the proposed rotunda in the design and preferred the concept of the 'pillars of justice.' Councilman Springs agreed; the glass rotunda did not appeal to him. Councilman Schofield stated the concept was that the additional light was to add a 'calming' effect to the public rather than a closed in, tight building. The public area would be larger than what was currently in the Complex with more natural light. The current design was based on a 30-40 year life of the building, with the capability of adding two (2) additional courtrooms.

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

COUNCIL MEETING ADJOURNED AT 10:22 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 21, 2015 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, MAY 21, 2015, 9:00 A.M., COUNTY COMPLEX,
COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

Roger M. Poston, Chairman
James T. Schofield, Vice Chairman
Mitchell Kirby, Secretary-Chaplain (entered the meeting at 9:02 a.m.)
Alphonso Bradley, Council Member
Kent C. Caudle, Council Member
Willard Dorriety, Jr., Council Member
Jason M. Springs, Council Member
H. Steven DeBerry, IV, Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:

Waymon Mumford, Council Member

ALSO PRESENT:

Judge Michael Nettles
Connie Reel-Shearin, Clerk of Court
Doris Poulos, Deputy Clerk of Court
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Suzanne S. King, Administrative Services Director
Ryon Watkins, EMS Director
Ronnie Pridgen, Parks & Recreation Department Director
Jonathan B. Graham, III, Planning Director
Jack Newsome, Tax Assessor
Larry Roscoe, Deputy Assessor
Sam Brockington, Fire/Rescue Services Director
Alan Smith, Library Director
Chief Deputy Glen Kirby
David Alford, Voter Registration/Elections Director
Dale Rauch, Facilities
Gavin Jackson, Morning News Staffwriter
Amy Lipman, WMBF Reporter
Tonya Brown, WPDE TV15 Reporter
Nick Sturdivant, WBTW TV13 Reporter
Nickolas Ammons, Intern

A notice of the regular meeting of the Florence County Council appeared in the May 20, 2015 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 Poston called the meeting to order. Councilman Dorriety provided the invocation and Vice Chairman Schofield led the Pledge of Allegiance to the American Flag. Chairman Poston welcomed everyone attending the meeting.

APPROVAL OF MINUTES:

Councilman Caudle made a motion Council Approve The Minutes Of The April 16, 2015 Regular Meeting And The May 7, 2015 Special Called Meeting/Budget Worksession Of County Council. Councilman Dorriety seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles of the items for Public Hearing and the Chairman opened the Public Hearings.

ORDINANCE NO. 28-2014/15

An Ordinance Authorizing The Issuance And Sale Of Not Exceeding Two Million One Hundred Thousand Dollars (\$2,100,000) General Obligation Refunding Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

ORDINANCE NO. 29-2014/15

An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash, Article 1. In General; And Other Matters Relating Thereto.

ORDINANCE NO. 30-2014/15

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located North Of Meadors Road, More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential Preservation; And Other Matters Related Thereto.

ORDINANCE NO. 32-2014/15

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map To Change The Flood Hazard District To Reflect The New 2014 Flood Zones; And Other Matters Related Thereto.

ORDINANCE NO. 33-2014/15

An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding \$42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Judicial Center Project) Series 2015 By Florence County Public Facilities Corporation To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation And Expansion Of County Facilities; Consenting To And Approving The Execution Of A Base Lease And Conveyance Agreement By And Between Florence County, South Carolina And Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Facilities Purchase And Occupancy Agreement Relating Thereto By And Between Florence County, South Carolina And Florence County Public Facilities Corporation; Consenting To The Form Of A Bond Purchase Agreement To Be Entered Into By Florence County Public Facilities Corporation And The Initial Purchaser Of The Bonds; Consenting To The Form Of A Trust Agreement To Be Entered Into By Florence County Public Facilities Corporation, And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

ORDINANCE NO. 34-2014/15

An Ordinance To Ratify FY15 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

ORDINANCE NO. 01-2015/16

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payments Thereof; And To Provide For Other Matters Related Thereto.

APPEARANCES:

FRANK GREEN

Mr. Green, A Resident Of Wagon Wheel Road, Appeared Before Council To Discuss The Matter Of Rural Water In The Vox Community. Chairman Poston stated there were two issues Mr. Green expressed: 1) Water – the County no longer had water so it would have to be provided by the City of Johnsonville, which was just awarded a \$350,000 RIA grant to supplement the CPST II for the provision of water in the rural areas, including Vox; and 2) the condition of the Road – roads with rock or slag that were placed on the CPST II list must be enhanced first and then if any excess funding were available, additional roads that needed attention would be added.

COMMITTEE REPORTS:

JUSTICE & PUBLIC SAFETY

In the absence of Committee Chairman Mumford, Committee Member Springs advised that as a result of a meeting held by the Committee on March 19th, an expedited level of litter enforcement was ongoing and Ordinance No. 29-2014/15 was currently on the Agenda for public hearing and second reading to enable the County to increase litter enforcement.

EDUCATION, RECREATION, HEALTH & WELFARE

Committee Chairman Caudle stated he didn't have a report but asked Parks & Recreation Director Ronnie Pridgen to provide an update on baseball activities. Mr. Pridgen stated baseball was going well and the Miracle League was scheduled to conclude for this year on Saturday, May 30th.

AGRICULTURE, FORESTRY, MILITARY AFFAIRS & INTERGOVERNMENTAL RELATIONS

Committee Chairman Bradley stated the Committee had a very informative meeting on May 19th and acknowledged Co-Chair Buddy Brand from the City, who was present.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION NO. 25-2014/15

The Clerk published the title of Resolution No. 25-2014/15: A Resolution Authorizing (1) An Extension Of The Period For Payment Of Fees In Lieu Of Ad Valorem Taxes With Respect To That Certain Fee In Lieu Of Tax Agreement Dated As Of December 1, 1998 (The "Fee Agreement") Between South East Express Inc. (The "Company") And Florence County, South Carolina (The "County"); (2) The Execution And Delivery Of A First Amendment To The Fee Agreement Between The Company And The County To Provide For Such An Extension Of The Investment Period Under The Fee Agreement; And (3) Other Matters Relating Thereto. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

RESOLUTION NO. 26-2014/15

The Clerk published the title of Resolution No. 26-2014/15: A Resolution To Amend Section 4.10D(5) Of The Florence County Personnel Policy Manual (PPM) Regarding The Vehicle Collision Review Board (VCRB) Procedure. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Chairman declared the Public Hearings closed.

ORDINANCE NO. 28-2014/15

Citizen Billy Fowler was the only individual that signed up to speak with regard to Ordinance No. 28-2014/15 (\$2.1 million GO Refunding Bond). He expressed his disagreement with this Ordinance.

ORDINANCE NO. 29-2014/15

Citizen Billy Fowler was the only individual that signed up to speak with regard to Ordinance No. 29-2014/15 (Amend Code Chapter 13, Garbage and Trash). He stated Council needed to come up with a way to monitor the manned convenience centers with regard to commercial haulers and out of County residents.

ORDINANCE NO. 30-2014/15

The following citizens spoke with regard to Ordinance No. 30-2014/15 (Comprehensive Plan Land Use Map Amendment):

- Louis Hopkins – spoke in favor of the Ordinance.
- Darryl Hall – spoke in favor of the Ordinance.
- Michael York – expressed concerns regarding infrastructure for the development.
- Robert Hawkins – expressed opposition due to the infrastructure required.
- Sue Coccola – spoke in favor of the Ordinance.
- Wayne Sturkie – spoke in favor of the Ordinance.
- Jason Singletary – signed the sign-in sheet but was not present during the public hearing segment of the meeting.
- Toney Moore – spoke in favor of the Ordinance.
- Brian Casey – spoke in favor of the Ordinance.
- Gary Finklea – spoke in favor of the Ordinance; Mr. Finklea provided a copy of restrictive covenants for the property in question.

Councilman Dorriety stated he wanted to make several points. He understood the desire for R-2 over RU-1 – there was a considerable difference. The biggest problem he had was the comments received from residents off of Pelican. He said he had always been in favor of development, but when he received 200+ phone calls he had to address those concerns. As far as the schools, West Florence High School needed to be replaced. The school was built for 1,300 students and, based on current enrollment, 1,900 students were expected for the next school year. He was of the opinion that over-crowding in the schools would be a larger deterrent than the roads would be in the future. He stated he did not want another West Pointe in that area he wanted another West Wind. Mr. Finklea stated he wanted this to be his signature project and hoped/planned to deliver what was expected.

Councilman Kirby stated the main concerns he was hearing was with regard to traffic. He asked if a traffic study had been done. Mr. Finklea responded that under the County Code, Section 28.6-47 a traffic study was not required unless 500 or more lots in a residential subdivision were prepared, so the proposed development fell way under that criteria. Currently, there were three (3) outlets proposed for traffic from that subdivision. He stated there were some things they could potentially work with SCDOT on with regard to signage, intersections, etc. He stated the R-2 use would create less of a traffic hazard than many uses allowable under the current RU-1 District designation.

ORDINANCE NO. 32-2014/15

There were no signatures on the sign-in sheet for Ordinance No. 32-2014/15 (Comp Plan Land Use Map – Flood Hazard District).

ORDINANCE NO. 33-2014/15

The following citizens spoke with regard to Ordinance No. 33-2014/15 (Judicial Center Project):

- Haigh Porter – spoke in favor of the Ordinance and commended Council for its efforts to move the project forward.
- Judge Michael Nettles – spoke in favor of the Ordinance and commended Council for its diligence and vision for the much needed project and efforts to ensure the safety of the citizens of Florence County.
- Billy Fowler – expressed opposition to the Ordinance.
- City Councilman Buddy Brand – spoke in favor of the Ordinance.
- Anthony Ward – urged Council to explore every option and not increase property tax millage.
- Tom Sheehy – stated the public needed to be more informed. He agreed the County needed the facility but asked Council to look more carefully at the size and cost of a new facility and the renovations of the Complex.

ORDINANCE NO. 34-2014/15 AND ORDINANCE NO. 01-2015/16

There were no signatures on the sign-in sheets for Ordinance No. 34-2014/15 (To Ratify FY15 Budget And Grant Council Actions) or Ordinance No. 01-2015/16 (FY16 Budget Ordinance).

ORDINANCES IN POSITION:

ORDINANCE NO. 27-2014/15 – THIRD READING

The Clerk published the title of Ordinance No. 27-2014/15: An Ordinance To Amend Ordinance No. 21-1991/92 In Order To Exempt Vehicles From Being Assessed The Road System Maintenance Fee That Are Exempted By State Law From Having To Pay Property Taxes. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

ORDINANCE NO. 28-2014/15 – THIRD READING

The Clerk published the title of Ordinance No. 28-2014/15: An Ordinance Authorizing The Issuance And Sale Of Not Exceeding Two Million One Hundred Thousand Dollars (\$2,100,000) General Obligation Refunding Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 33-2014/15 – THIRD READING

The Clerk published the title of Ordinance No. 33-2014/15: An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding \$42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Judicial Center Project) Series 2015 By Florence County Public Facilities Corporation To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation And Expansion Of County Facilities; Consenting To And Approving The Execution Of A Base Lease And Conveyance Agreement By And Between Florence County, South Carolina And Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Facilities Purchase And Occupancy Agreement Relating Thereto By And Between Florence County, South Carolina And Florence County Public Facilities Corporation; Consenting To The Form Of A Bond Purchase Agreement To Be Entered Into By Florence County Public Facilities Corporation And The Initial Purchaser Of The Bonds; Consenting To The Form Of A Trust Agreement To Be Entered Into By Florence County Public Facilities Corporation, And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Caudle seconded the motion, which was approved with a seven (7) to two (2) vote. Voting in the affirmative were Chairman Poston, Councilmen DeBerry, Bradley, Schofield, Caudle, Springs and Mumford (by proxy given to Councilman Bradley – a copy of which is attached and incorporated by reference). Voting 'no' were Councilmen Kirby and Dorriety.

Councilman Schofield stated he took exception to the comment that the public had not been properly advised of the judicial center project. He stated he had worked on the project for nine (9) years and the project had been discussed in open sessions of Council. In response to questions Council was asked by a citizen he offered the following:

- 1) The amount of money spent on the purchase of properties was \$3,107,606 (or \$19.32 per square foot) with eight (8) parcels being purchased (6 very close to appraised value).
- 2) What are the expected design costs and how was the architect chosen? Design cost - \$2,610,000 and the architect was chosen based on a RFQ, reviewed by Council in public meetings, with the most experienced team with a proven track record of efficient, safe, and modern courthouses being selected.
- 3) Study – he displayed a copy of the study that was provided by the architect and advised that he had shared this information with all citizens that requested to see the information and came to his office to review.
- 4) What are the expected construction costs? \$32 million.
- 5) What is the anticipated loan bond amount and what is the projected cost of the bond? \$42 million on the bond. The cost of the bond depends on when the millage started, what

the interest rates were, which had not been determined yet. Some scenarios indicate if the millage was started early a realized savings of \$3.5 million would be possible or start even earlier and save \$6.1 million. If it went the life of the bond the County could potentially pay up to about \$66 or \$67 million dollars for the price of the courthouse and financing the project.

6) What are the annual operating costs for the new facilities? The projections indicate approximately \$400,000 to \$500,000 more than was presently allocated.

7) What is the life cycle cost and how are they being collected? The only way County Council had to collect anything was millage. The majority of Council would prefer sales tax or something other than millage.

8) What are the projected costs to renovate space being vacated in the current building? Project costs are not relevant until decisions were made as to who would occupy the space being vacated. Spaces could potentially be used by County offices 'as is' or leased to an agency or individual with that lessee being responsible for any costs.

9) What offices currently not in the County building will be relocated in the renovated space? Solicitor's office check warrant division, but other than that, it could not accurately be determined at the time.

10) What additional manpower costs will be required to operate the facility? Potentially, it would be less. In the current Complex, there were two entrances requiring guards. In that facility, there would be one. No new personnel were anticipated at this time to operate the building for janitorial service. A newer building would be more energy efficient and the cost to operate should be less than the current facility.

11) What additional tax increases will be required to meet the costs and expenses identified in the list above? As stated previously, about 1 mill to operate the facility.

Councilman Schofield stated he was recently asked the question if the bonds could be paid off sooner than the anticipated term. He researched and was told that yes, the bonds could be paid off sooner. What was proposed would begin tax collection for the project in 2018. In two to three years after that, the County taxpayers could elect to re-impose a capital project sales tax penny specifically for the judicial center. He stated Horry County court system was operating in 160,000 square feet of space with the same caseload as Florence County and Florence County was operating in 50,000 square feet of space and had been for 43 years. The proposed judicial center was 120,000 square feet, with the potential to expand if/when needed. He stated that 12 out of 15 counties in South Carolina had built new judicial centers to accommodate the growing need. He quoted a comment in the Morning News editorial from September 22, 2013, *"Being saddled with the job of updating infrastructure is not exactly a rosy political position but infrastructure has an expiration date so when the clock runs out, the problem must be confronted head-on. For Florence County courthouse that time is now. Florence County has a laundry list of needs but this one needs to be done posthaste. Can we afford to do it? The better question might be 'Can we afford not to?'"* If Florence County received by law what the laws of the State require, there would be \$1.8 million more in revenue. There would be no tax increase for personnel, nor would there be a tax increase for the

courthouse. The Legislature had chosen since 2008 not to fully fund the Local Government Fund (LGF). If the Council had raised millage the amount allowed under Act 388 since its implementation, the County would have slightly over \$20 million more in the coffers. If the LGF had been fully funded since 2008, there would be an additional \$10 million in the bank.

Councilman Kirby expressed his appreciation for the information Councilman Schofield shared and stated that his stance was that through a referendum the County could educate the public more on the need for the judicial center and let the public make the decision. He was hoping to re-impose the penny tax to fund the judicial center as opposed to increasing millage. He said he knew the County needed the judicial center but his concern was how to pay for it without overburdening the tax payers.

Chairman Poston said he was proud to be on Council and serve as its Chair. He said he had less than six (6) people call him to discuss the proposed judicial center. Around 50 years ago, a similar decision was made by the sitting Council to build the current facility. During that time, the County had grown with a plethora of structures, facilities, industries, educational institutions, etc. The new judicial center would lend more safety, more efficiency and more organizational structure than ever before. The County must move forward; the path was set. He expressed appreciation for support and patience.

Councilman Dorriety stated he appreciated the work Councilman Schofield had put into the project. He had no doubt the County needed the judicial center and his opposition was how could it be done cheaper and inform the citizens more. He said the information provided at the meeting today was more informative than anything the County had done. He recalled a comment made by Senator Strom Thurmond years ago. The Senator was asked what he would do about taxes and he responded, "I try to ascertain the difference between needs and wants of the public. You need to provide the needs and provide it at the lowest possible cost to the taxpayer."

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

Chairman Poston 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. 29-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 29-2014/15: An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash, Article 1. In General; And Other Matters Relating Thereto. Councilman Springs made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 30-2014/15: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located North Of Meadors Road, More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential Preservation; And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve second reading of the Ordinance. Councilman Caudle seconded the motion, which was approved unanimously.

ORDINANCE NO. 31-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 31-2014/15: An Ordinance To Rezone Property Owned By South Florence Developers And Gary Finklea Located On Meadors Road And Lake Oakdale Drive, Florence County As Shown On Florence County Tax Map No. 00052, Block 01, Parcel 005 Consisting Of Approximately 60.12 Acres From RU-1, Rural Community District To R-2, Single-Family Residential District; And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve second reading of the Ordinance. Councilman Caudle seconded the motion, which was approved unanimously.

ORDINANCE NO. 32-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 32-2014/15: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map To Change The Flood Hazard District To Reflect The New 2014 Flood Zones; And Other Matters Related Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 34-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 34-2014/15: An Ordinance To Ratify FY15 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Springs seconded the motion. Councilman Springs made a motion to Amend Ordinance No. 34-2014/15 To Add Section 1b Regarding The Expenditure Of \$200,000 Of Local Accommodations Fund Fund Balance To Help Offset A Portion Of The Funding Shortfall For The Johnsonville Recreation Park Project, To Add Section 1c Regarding The Transfer Of \$648,773 From The Museum Capital Project Fund Back To The Local Hospitality Tax Fund, And To Add Section 1d Regarding The Expenditure Of \$27,018 Of Revenue Received By The Local Hospitality Tax Fund For The Operation Of Classes Held At The Florence County Museum. Councilman Dorriety seconded the motion to Amend, which was approved unanimously. Second reading of the Ordinance as Amended was approved unanimously.

ORDINANCE NO. 01-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 01-2015/16: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payments Thereof; And To Provide For Other Matters Related Thereto. Councilman Caudle made a motion to approve second reading of the Ordinance. Councilman Dorriety seconded the motion.

Councilman Springs made a motion to Amend Ordinance No. 01-2015/16 To Increase The Appropriation For The Local Accommodations Tax Fund By \$200,000 To \$2,822,804 To Help Offset A Portion Of The Funding Shortfall For The Johnsonville Recreation Park Project, To Increase The Appropriation For The Local Hospitality Tax Fund By \$350,000 To \$1,900,295 To Offset The Loss Of Grant Funding For The Lake City Lake Project, And To Increase The Appropriation For The E-911 System Fund By \$650,000 To \$1,901,756 To Carryover The Amount Appropriated In FY2014-15 To Replace The CAD System. Councilman Dorriety seconded the motion to Amend, which was approved unanimously.

Councilman Springs made a motion to Amend Ordinance No. 01-2015/16 To Increase The Debt Service Millage For The Florence Fire District To 7.4 Mills And To Increase The Appropriation For The Fire And First Responder Debt Service Fund By \$471,000 To \$890,000 In Order To Provide Funding For New Debt Service On A New General Obligation Bond To Be Issued For Various Apparatus And Equipment For The Rural Fire Departments. Councilman Caudle seconded the motion, which was approved unanimously.

Councilman Schofield made a motion to Amend Ordinance No. 01-2015/16 To Reduce The Operating Millage Rate For The Florence Fire District To 19.5 Mills From 27.5 Mills And To Add The Following Language To The Budget Ordinance: 'Section 10d. There Is Hereby Created A \$25.00 First Responder Fee To Be Charged To All Real Property Parcels In The Unified Fire District To Provide Funding For The Operation Of The Various Rural Fire Departments.' Councilman Caudle seconded the motion, which was approved unanimously.

Second reading of Ordinance No. 01-2015/16 as amended was approved unanimously.

ORDINANCES INTRODUCED

The Clerk published the titles of the following Ordinance and the Chairman declared the Ordinance Introduced By Title Only:

ORDINANCE NO. 35-2014/15 – INTRODUCED BY TITLE ONLY

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Sixty Thousand Dollar (\$3,560,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

ORDINANCE NO. 36-2014/15 – INTRODUCED BY TITLE ONLY

Councilman Caudle Published The Title and Introduced By Title Only Ordinance No. 36-2014/15: An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Eight Million Three Hundred Thousand Dollar (\$8,300,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto. Chairman Poston declared the Ordinance Introduced By Title Only

APPOINTMENTS TO BOARDS AND COMMISSIONS:

COMMISSION ON ALCOHOL & DRUG ABUSE

Councilman Kirby made a motion Council Approve The Recommendation Of The Commission On Alcohol & Drug Abuse For The Reappointments of Ben McInville (District 4 Seat) And David Milligan (District 9 Seat) To Continue To Serve On The Commission And The Appointment Of Dr. Gavin Criser, DDS, MS, PA To Fill The At-Large Seat Left Vacant By The Resignation Of Randy McDonald, With Appropriate Expiration Terms. Councilman Caudle seconded the motion, which was approved unanimously.

PUBLIC FACILITIES CORPORATION

Councilman Caudle made a motion Council Approve The Reappointments Of Councilman Waymon Mumford, Administrative Services Director Suzanne S. King, And Finance Director Kevin V. Yokim To Serve On The Public Facilities Corporation. Councilman Springs seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

CPST II UPDATE

County Administrator K. G. Rusty Smith, Jr. provided a brief update on the Capital Project Sales Tax projects I and II progress and also provided a summary of the most recent meeting with department heads.

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2015 Through March 31, 2015 As An Item For The Record.

MEMORANDUM OF UNDERSTANDING – EBENEZER PARK

Councilman Kirby made a motion Council Approve A Memorandum Of Understanding Between Florence County And The Ebenezer Adult Softball League Regarding The Use Of The Field At Ebenezer Park. Councilman Bradley seconded the motion, which was approved unanimously.

RE-CONVEYANCE AND ACCEPTANCE OF PROPERTY

Councilman Caudle made a motion Council Approve The Re-Conveyance Of Approximately One (1.0) Acre TMP# 00256-02-049 To Virginia P. Poston; The Original Conveyance Was For The Construction Of A Fire Station And The Site Has Been Determined Not To Be Suitable For That Purpose And The County Has No Further Use For The Property; And Acceptance Of Approximately One And One Tenth (1.10) Acre Of TMP# 00256-02-003 From Virginia P. Poston For The Construction Of The New Fire Station In Friendfield Which Has Been Determined To Be Suitable. Councilman Springs seconded the motion, which was approved unanimously.

ADMINISTRATION/PROCUREMENT

AWARD RFP NO. 26-14/15

Councilman Springs made a motion Council Award RFP No. 26-14/15 Lake City Train Depot Building Foundation Stabilization Services To Terratec, Inc. Of W. Columbia, SC In The Amount Of \$43,495.00 From The Capital Project Sales Tax II Funds. Councilman Schofield seconded the motion, which was approved unanimously.

PROCUREMENT/JOHNSONVILLE FIRE DEPARTMENT

AWARD RFP NO. 23-14/15

Councilman Schofield made a motion Council Award RFP No. 23-14/15 Design/Build Services-New Main Fire Station For The Johnsonville Fire Department To Bobbitt Design/Build Of Columbia, SC In The Amount Not To Exceed \$1,700,000 From The Capital Project Sales Tax II Funds. Councilman Springs seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Bradley made a motion Council Declare Six (6) Vehicles And Four (4) Various Equipment Items As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman DeBerry seconded the motion, which was approved unanimously.

Councilman Caudle asked if any local bids were received for RFPs No. 23 and 26. Mr. Smith responded that on the train depot (RFP 26) it was very specialized and only 3 proposals were received and none were local. On the Johnsonville Fire Department item (RFP 23) there was a local company that bid but was not the successful bidder. Councilman Caudle asked if this was a situation where the County was not receiving local bids or declining to bid or exactly what the situation was. Mr. Smith responded that local vendors were provided opportunity to bid but he was of the opinion that with work on the street now many of the vendors were busy and these two projects were more specialized. Councilman Caudle expressed concern regarding the County needing to improve communication with local vendors to ensure vendors were advised of County projects. Mr. Smith responded that staff would continue to maximize efforts to include and encourage local vendors to participate.

SHERIFF'S OFFICE/PROCUREMENT

PROJECT MANAGEMENT/SERVICE SOFTWARE SYSTEM

Councilman Schofield made a motion Council Authorize The Purchase Of A Project Management/Service Software System From ARC Services Staffing Solutions Of Austin, TX In The Amount Of \$219,716 And A Five (5) Year Service Agreement From Southern Software, Inc. Of Southern Pines, NC In The Amount Of \$131,678.30 For The Florence County Sheriff's Office To Be Funded From Capital Project Sales Tax II Funds (\$175,697.15) And Budgeted Department Funds (\$175,697.15). Councilman Springs seconded the motion, which was approved unanimously. Mr. Smith stated that, for the record, the County would save, just in maintenance costs \$443,000 over a five-year period and this would be compatible with the new CAD system that was being installed at the EOC.

The following items were additions to the Agenda:

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Caudle made a motion Council Declare Two (2) Vehicles As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Schofield seconded the motion, which was approved unanimously.

PROCUREMENT/ADMINISTRATION

CONTRACT APPROVAL

Councilman Springs made a motion Council Authorize Additional Services To Davis And Floyd Program Manager Contract For The Necessary Construction Engineering And Inspection Services (CEI) For Resurfacing Projects Included In Bids #19-14/15, #20-14/15, And #21-14/15, Previously Approved By Council, In An Amount Not To Exceed \$160,000 To Be Funded From Capital Project Sales Tax II Funds. Councilman Dorriety seconded the motion, which was approved unanimously. Mr. Smith stated that of the roads on the list, over 25.24 miles were State roads and 9.7 were City and County roads.

ADMINISTRATION

SMILE MEDIA

Councilman Schofield made a motion Council Approve The Expenditure Of \$3,825 To Smile Media From Contingency For An Informational Video Of Capital Project Sales Tax II Projects In Council Districts 1, 2, 4, 5, 6, 7, 8, And 9. Councilman Bradley seconded the motion, which was approved unanimously.

ADMINISTRATION/VA

VIETNAM VETERANS BILLBOARD

Councilman Caudle made a motion Council Approve The Expenditure Of \$1,290 From Contingency Funds For A Billboard To Run From June Until November 2015 Honoring The 50th Anniversary Of The Vietnam Veterans Return Home. Councilman Dorriety seconded the motion, which was approved unanimously.

PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 29-14/15

Councilman Caudle requested Council Defer Action On This Item Pending Rebid Of The Project, Since It Came In Over Budget: Award Bid No. 29-14/15 For Site Improvements To The Greenwood Convenience Center To Brooks Grading And Land Clearing, LLC Of McBee, SC In The Amount Of \$488,164.18 To Be Funded From Landfill Fund Balance. There were no objections.

OTHER BUSINESS:

INFRASTRUCTURE

TIMMONSVILLE FIRE DEPARTMENT

Councilman Kirby made a motion Council Declare VS215, A 2009 Dodge Charger-V8 (VIN Number 2B3KAY3T69H597149) As Surplus; Authorize The Sale Of The Vehicle To The Timmons ville Fire Department For \$9,000; And, Approve The Expenditure In An Amount Up To \$9,000 From Council District 4 Infrastructure Funding Allocation For The Purchase And Corrected The Entity As Being The Timmons ville Police Department. Councilman Bradley seconded the motion, which was approved unanimously.

UTILITY

BROOKS McCALL PARK

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$4,000 From Council District 3 Utility Funding Allocation To Replace And Re-Anchor The Pond Fountain Pump Motor At Brooks McCall Park. Councilman Schofield seconded the motion, which was approved unanimously.

INFRASTRUCTURE/UTILITY

LYNCHES RIVER COUNTY PARK

Councilman Caudle made a motion Council Approve The Expenditure Of Up To \$6,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$667 From Each District) To Replace And Install Carpet At The Residence For The Lynches River County Park Superintendent. Councilman Springs seconded the motion, which was approved unanimously. Councilman Caudle stated the carpet currently in that residence was over 30 years old.

The following items were additions to the Agenda:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

RIVER BEND DRIVE

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$2,052 From Council District 4 RSMF Funding Allocation To Pay For Rip-Rap For River Bend Drive. Councilman Dorriety seconded the motion, which was approved unanimously.

INFRASTRUCTURE/UTILITY

FRANCIS MARION RECREATION

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$1,700 From Council Districts 3, 6 And 7 Infrastructure/Utility Funding Allocations (Approximately \$567 From Each District) To Purchase A Commercial Grade Fryer For Concessions At Francis Marion Recreation Athletic Complex. Councilman DeBerry seconded the motion, which was approved unanimously.

YMCA

Councilman Dorriety made a motion Council Approve The Expenditure Of Up To \$11,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$1,223 From Each District) To Assist The YMCA With Capital Improvements. Councilman DeBerry seconded the motion, which was approved unanimously.

COUNCIL COMMENTS

Councilman Schofield congratulated the Johnsonville Fire Department for its recent attainment of an ISO rating of Class 3, which was the lowest rating for a rural fire department in the State of South Carolina. He said it was due to hard work by the fire district volunteers but also to Council stepping up and putting full time fire fighters on duty during the daytime in that area. He reminded Council it had done the same thing in other areas and he hoped to see the same rewards in those areas. He asked the Chairman to relate the savings he personally experienced due to these changes. Chairman Poston stated his residence was in the Hannah-Salem-Friendfield Fire District and his homeowners insurance was reduced by approximately \$200 and the increase on his tax millage was about \$14. Johnsonville should experience the same. Chairman Poston expressed his appreciation to the various fire departments for their dedicated service. Councilman Schofield stated that by the time all the CPST II projects were completed, all residents within Florence County should be within five (5) miles of a fire station. He said the County was very fortunate to have the volunteers we had and the County owed it to the volunteers to provide the equipment needed to do the job asked of them.

Councilman Caudle stated he had a constituent tell him this week it was impossible for a rural fire department to obtain a ISO rating of 3 so he would like to obtain the information indicating this rating so he could show it to that constituent. He would also like for this information to be posted on the County's website, highlighting this wonderful accomplishment.

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 Personnel Matter And A Potential Real Property Transaction. Councilman Springs seconded the motion, which was approved unanimously.

Council entered Executive Session at 11:15 a.m. Council reconvened at 11:45 a.m.

Subsequent to Executive Session, Council took the following actions:

EASEMENTS

Councilman Caudle made a motion Council Approve The Execution Of A Revocable Easement And A Construction Easement Between The County Of Florence And BCN Holdings LLC For Surface Water Drainage Purposes. Councilman Springs seconded the motion, which was approved unanimously.

COUNTY ADMINISTRATOR - EMPLOYMENT CONTRACT

Councilman Kirby made a motion Council Approve The Extension Of The Employment Contract For The County Administrator For One Year From November 16, 2015 To November 16, 2016. Councilman Bradley seconded the motion, which was approved unanimously (Councilman Mumford voted in favor of the motion by proxy given to Councilman Bradley. The proxy is attached and incorporated by reference.)

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

COUNCIL MEETING ADJOURNED AT 11:46 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

May 21, 2015

Ordinance No. 28-2014/15

An Ordinance Authorizing The Issuance And Sale Of Not Exceeding Two Million One Hundred Thousand Dollars (\$2,100,000) General Obligation Refunding Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

| | NAME | ADDRESS | PHONE NUMBER |
|-----|------------|---------|--------------|
| 1. | Billy Paul | T-ville | 843-2450478 |
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PUBLIC HEARING

May 216, 2015

ORDINANCE NO. 29-2014/15

An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash, Article 1. In General; And Other Matters Relating Thereto.

| | NAME | ADDRESS | PHONE NUMBER |
|-----|-------------|---------|--------------|
| 1. | Billy Jones | TEULE | 843 275 0471 |
| 2. | | | |
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PUBLIC HEARING

May 21, 2015

ORDINANCE NO. 30-2014/15

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located North Of Meadors Road, More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential Preservation; And Other Matters Related Thereto.

| | NAME | ADDRESS | PHONE NUMBER |
|-----|------------------|------------------------|---------------------|
| 1. | Louise Hopkins | 1355 Latta Pl | 992-4681 |
| 2. | Darryl Hall | 706 Aldwain P | 229 7761 |
| 3. | Michael York | 1035 S. PENINSULA RD | 665-0401 & 260-3031 |
| 4. | ROBERT HAWKINS | 4027 PELICAN LN | 843 665 6252 |
| 5. | SUE COCCOLA | 3104 KING GATE | 2303534 |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | Wayne Stunkin | 4129 W Pelican Ln | 206-8642 |
| 13. | Jason Singletary | 3534 Tidwell Hwy | 687-8470 |
| 14. | Tony Mann | 1821 Irene Lane Pl. SE | 319-3704 |
| 15. | Brian Casey | 2615 Glenwood Rd. | 992-5982 |
| 16. | | | |
| 17. | Gary Finkler | 814 W. Evans St. | 317-4900 |

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FILED

STATE OF SOUTH CAROLINA) DECLARATION OF RESTRICTIONS
COUNTY OF FLORENCE) AND COVENANTS FOR
MAY - 8 PM 3: 06) THE SUMMIT AT OAKDALE

CONNIE REEL-SHEARIN
CLERK & G.S.
FLORENCE COUNTY, S.C.

This DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for THE SUMMIT AT OAKDALE made this 8th day of May, 2015 by South Florence Developers, LLC, organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer."

1. The Developer is the owner of lots which will be subdivided from a parcel of property situate in Florence, South Carolina as shown on a final plat prepared by Nesbit Surveying identified at Tract A containing 60.12 acres dated August 6, 2014 and recorded in the office of the Clerk of Court's office for Florence County in Plat Book 103 at page 327. The Developer desires to construct thereon a subdivision ("Development") together with common lands and facilities for the sole use and benefit of the owners of the homes to be located in such community.
2. The Developer has or may acquire additional real property which it may desire to develop as additional phases of such Development which Developer may incorporate as additional phases of this development, and bring same under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for THE SUMMIT.
3. The Developer is desirous of maintaining design criteria, location, plans and construction specifications, and other controls to assure the integrity of the development.
4. Each purchaser of a Lot or dwelling home in THE SUMMIT will be required to maintain and construct dwelling homes in accordance with the design criteria contained herein.
5. The Developer desires to provide for the preservation of the value and amenities in such Development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described above to the covenants, restrictions, easements, charges, and liens, hereinafter set forth and referred to hereinafter as the Declaration, each and all of which is and are for the benefit of said property and each owner thereof.
6. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in such Development, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Development, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

CERTIFIED: A TRUE COPY

Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

ARTICLE I Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- a) Association shall mean and refer to the THE SUMMIT AT OAKDALE H.O.A., INC., its successors and assigns or other entity incorporated by Developer for purposes of administering these covenants.
- b) Board of Directors shall refer to the Board of Directors of the Association, which is the governing body of the Association.
- c) The Properties shall mean and refer to all property including Lots and Common Areas, as are subject to this Declaration, and which are described in the plat referenced above together with any additional phases that may be developed pursuant hereto.
- d) Common Areas shall mean and refer to those areas of land shown as Common Areas on any subdivision map of the Properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.
- e) Lot shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of the Properties, but shall not include Common Areas as herein defined.
- f) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any Lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Owner shall also refer to the heirs, successors, and assigns of any Owner.
- g) Developer and Declarant shall mean and refer to South Florence Developers, LLC organized and existing under and pursuant to the laws of the State of South Carolina, its successors and assigns, in the development of the Properties.
- h) Member shall mean and refer to all those Owners who are members of the Association, as provided in Article IV hereof.
- i) Declaration shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

ARTICLE II Uses of Property

Section 1. Residential Use of Property. All Lots shall be used for single family residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any contractor building a home in THE SUMMIT from using for the purpose of carrying on business related to the development, improvement and sale of property in THE SUMMIT, and provided further to the extent allowed by applicable zoning laws, private offices (provided such private office does not increase traffic in the subdivision) that may be maintained in dwellings located on any of the Lots so long as (a) such use is incidental to the primary residential use of the dwelling, and (b) no employees, other than domestic cleaning services, report to such office.

Section 2. Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot without prior written approval of the Architectural Control Committee or Developer. Approval shall include height, material and design of the fence. No fences shall be permitted in the front yard. No chain link fences will be permitted.

Section 3. Subdivision of Lot. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee or Developer, and in such event the building line requirements provided herein shall apply to such Lots as resubdivided or combined and side easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line. Developer also reserves the right to reconfigure any lot or change the use of any lot for purposes of ingress, egress or as an easement for utilities to benefit future phases of THE SUMMIT or other neighboring property.

Section 4. Terraces, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee or Developer; provided all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

Section 5. Obstructions to View at Intersections. No part of any structure or the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

Section 6. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee or Developer shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers. All such receptacles shall conform and be maintained specifically in accordance with the approved design.

Section 7. Use of Outbuilding and Similar Structures. No structure of a temporary nature (unless approved in writing by the Architectural Control Committee or Developer) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Developer or contractors engaged in construction of a home in THE SUMMIT from using sheds, construction trailers, or other temporary structures during construction. All outbuildings, including but not limited to dog houses and storage sheds, shall be approved by the Architectural Control Committee or Developer who have the responsibility for determining the appropriateness of such outbuildings, and can deny approval based solely on aesthetic concerns. Any permitted outbuilding shall be constructed with exterior walls of vinyl or brick similar to the home and with a shingled roof.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, and birds may be kept thereon in reasonable numbers (not to exceed three total of which no more than two may be dogs), subject to applicable leash laws, provided that they are not kept, bred or maintained for any commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions, and no animal kept outside the dwelling shall be kept in a manner which disturbs the quiet enjoyment of the Development by other Lot Owners. Further, any animal kept outside must be kept within a fenced area the fence having been approved as specified above.

Section 9. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in THE SUMMIT.

Section 10. Signs. No sign of any kind shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

Section 11. Aesthetics, Screening, Underground Utility Service and Fences. No clotheslines shall be erected on any Lot. Garbage cans, pools, dog houses and other similar items shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. Basketball goals are permitted but must receive written approval of the Architectural Committee or Developer and must be maintained and kept in a manner as directed by the Architectural Committee or Developer.

Section 12. Antennas and Satellite Dishes. No radio or television transmission or reception towers, satellite dishes, or antennas shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee or Developer. Any permitted structure shall be screened to conceal them from view of neighboring lots and streets.

Section 13. Trailers, Trucks, Buses, Boats, Boat Trailers, etc. No buses, trailers mobile homes, boats, boat trailers, campers, commercial vans, tractor-trailer trucks or trucks in excess of one ton, or vehicles on blocks, unlicensed vehicles, tractors, or like

vehicles shall be kept, stored, used, or parked overnight either on any streets or adjoining Lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger vehicles may be parked in driveways if the number of vehicles owned by Owner exceeds the capacity of the garage; however no passenger vehicle may be parked on a regular or recurring basis in the street or non-paved area of a Lot. The foregoing will not be interpreted, construed, or applied to prevent the temporary non-recurring parking of any boat or trailer for a period not to exceed 24 hours on any Lot.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose which are screened from public view. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association or Developer.

Section 15. Changing Elevations. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grades of surrounding Lots, unless approved in writing by the Architectural Control Committee or Developer.

Section 16. Sewage System. Sewage disposal shall be through the City of Florence or a type approved by appropriate state and local agencies.

Section 17. Water System. Water shall be supplied through the City of Florence or a type approved by appropriate state and local agencies.

Section 18. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems which may be in variance with these restrictions.

Section 19. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or other substance approved in writing by Developer or by the Architectural Control Committee and of a uniform quality. Garage doors shall be kept closed except when they are in use.

Section 20. Waiver of Setbacks, Building Lines and Building Requirements. The Developer or Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 4 of Article III. Such waiver shall be in writing and recorded in the Florence County Clerk of Court's Office. A document executed by the Developer or Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements hereof have been complied with. The Developer may also handle violations of setbacks and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow the Developer or Architectural Control Committee to waive violations of the zoning ordinance and said waiver of the setbacks established herein is not a guarantee, warranty, or representation that a waiver or variance need not be obtained by an appropriate governmental authority.

Section 21. Easement for Utilities. The Developer reserves unto itself, its successors

and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under the perimeter of each Lot and Common Area for the erection, maintenance, installation, and use of electrical and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear by the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. Such right may be exercised by the licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the Property that will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plans of the Development. The Developer, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph in the event that any permanent structure is inadvertently constructed within such easement area. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and structure to convey marketable title. The rights and easements conferred and reserved herein shall be appurtenant to and in gross for the benefit of the Development to serve any property whether or not subject to this Declaration.

Section 22. Underbrush, Finished Yards, etc. In the event that the Owner of any residential Lot permits any underbrush, weeds, trash, etc. to accumulate upon any Lot or fails to maintain landscaping and grass in a manner in keeping with the character of the Development as determined by the Board of Directors, Architectural Control Committee, or Developer, the Board of Directors or Developer may issue or cause to be issued a Ten Day Compliance Demand requiring the Owner of the Lot to bring the Lot into keeping with the character of the Development. If the Owner of the Lot fails to comply within ten days of such notice, the Association or Developer may enter upon the Lot to bring the Lot into keeping with the Development. The Owner of the Lot may be charged for the costs and such costs shall become an assessment and lien upon the Lot. Any entry by the Association or Developer under the terms of this Section shall not be deemed a trespass. An easement in gross is reserved to the Developer and to the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this Section. This provision shall not be construed as an obligation on the part of the Developer or its assigns to provide garbage or trash removal services. These rights may be assigned by the Developer to the Association, or their designees.

Section 23. Sidewalks. Sidewalks where required by the Development Plan or Plat shall be installed by the lot owner when the home is completed.

Section 24. Miscellaneous

- (a) It is agreed that time is of the essence with regard to these Restrictions, Covenants, Limitations, and Conditions.
- (b) In the event of a violation or breach of any of the restrictions by an Owner or agent, or agent of such Owner, the Developer or Owners of Lots in the

Development or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors, and assigns, shall have the right wherever there shall have been built on any Lot in the subdivision any structure which is in violation of the restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty days' written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. Further, the Developer or the Association, depending have the authority to issue per diem penalties of not more than \$10.00 per day for failure to remedy said breach. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer, Association or aggrieved Lot Owner(s) employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Attorney's fees and costs shall be awarded to the Developer or Association.

(c) The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of these covenants, conditions, and restrictions not declared void; the remaining covenants, conditions, reservations and restrictions shall continue unimpaired in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and continue for 25 years from date of recording this document, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then Owners of Lots affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all property rights and other rights reserved to the Developer shall continue forever to the Developer, its successors and assigns, except as otherwise herein provided.

ARTICLE III

Construction in Accordance with Plans and Specifications

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the Development in accordance with provisions in this document.

Section 2. Dwelling House Defined. A dwelling house refers to a single family dwelling unit of up to two stories in height. Dwelling house is synonymous with dwelling unit or dwelling home

Section 3. Size of Dwelling Homes and Lot Coverage. All dwelling homes shall have a minimum of 2,000 square feet of heated living space. The actual ground floor area of the house must not exceed forty percent (40%) of the total Lot area. Any garage whether attached or detached to a dwelling house is limited in size to accommodate a maximum of two (2) cars or the equivalent thereof. The Developer or Architectural Control Committee reserve the right to reduce the minimum square feet by no more than 200 square feet provided there are other improvements to the home that would cause the same to appraise for a value similar to the other homes in the subdivision.

Section 4. Placement of Dwelling Homes on Lots. Setback restrictions affecting the Lots in the development are as follows:

- (a) Dwelling houses may be constructed no nearer than the lot lines as stated on the subdivision plat which should be consistent with setback standards for R2 zoning district as promulgated by the appropriate governing authority as of the date of filing this document..
- (b) The Developer, its successors or assigns, reserves the right to alter the lot line restrictions for the unintentional violation of the same but cannot waive any minimum setback lines established by the local zoning ordinance.
- (c) Eaves, overhangs, swimming pools and storage buildings for related equipment (including but not limited to filters and water pumps) patios, decks, (whether raised, with rails, cement, or of wood, provided they do not have screen walls or roofs) may extend beyond a setback line if approved by the Developer. In passing on the acceptability of a dwelling home, the Architectural Review Committee and/or the Developer will consider plans submitted for dwelling homes on Lots in good faith.

Section 5. Approval of Building Plans. No structure (including but not limited to houses, garages, outbuildings and fences) of any kind shall be erected, installed, altered, or maintained on any lot until and unless the complete design plans, specifications, and location shall have been approved in writing by the Developer. Two copies of the plans must be submitted and approval must be in writing. All plans must be approved or disapproved by the Developer within ten (10) days after they have been submitted and receipted for; and in the event that the plans are not disapproved within ten (10) days, such plans shall be deemed to be approved. All structures must be site built. No homes shall be moved from other locations into the subdivision.

Section 6. Architectural Control Generally. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association, the Architectural Control Committee, or Developer. Initially the Architectural Control Committee shall be composed of the Developer or his designee. As soon as the Association is able to organize, an Architectural Control Committee shall be selected and be composed of three (3) members, who need not be lot owners. Members shall preferably be qualified in professions such as real estate, development, architecture, planning, design, landscape or law. Members shall serve at the pleasure of the Board. Notwithstanding anything herein to the contrary, for so long as Developer owns at least one Lot, Developer or its designee has the sole authority and right to approve any plans for the construction of initial improvements on any Lot provided the initial improvements are approved by the appropriate governmental regulatory authority. Such approval by Developer shall operate and have the same effect as approved by the Architectural Control Committee or the Board of Directors.

Section 7. Building Façade and Exterior Appearance. Construction of homes on a concrete slab is acceptable provided that it is on a raised slab with a brick curtain wall with the interior floor of the residence an average of twelve inches (12") above the surrounding grade. The exterior façade of any home must be constructed of 80% of brick, stucco or other building material of superior quality as determined by the developer. The exterior of the home may not be vinyl or masonite. The developer reserves the right to permit a limited amount of vinyl above the roof line; however alternate forms of vinyl such as shakes, shingles or shapes are preferred.

Section 8. Timely Completion of Construction. Initial construction on dwelling homes shall be complete within 180 days. Construction or installation of all other improvements on lots such as outbuildings, swimming pools or fences shall be complete within 45 days. Renovation, repair, additions to any dwelling home or other improvements shall be complete within 90 days. In the event any structure is destroyed or partially destroyed to the extent it is considered a total loss, it shall be demolished, removed and lot leveled and grassed within 45 days of loss. If not a total loss, repair shall be complete within 90 days following the loss. The Developer or Architectural Review Board is vested with the authority to extend these deadlines for good cause.

Section 9. Landscaping Requirements. Landscaping as required in these covenants for new dwelling homes must be completed within fifteen days after occupancy as a residence. Landscaping must include a minimum of laying sod in the front yard and planting at least one tree in the front yard and one tree in the rear yard of no less than 2" in diameter. In the event the side yard fronts a street, the side yard must be have sod 20' in the side yard from the edge of the curb or up to the fence, if any.

ARTICLE IV
Membership and Voting Rights
in the Association

Section 1. **Membership.** Every person or entity who is an Owner of any Lot that is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessments.

Section 2. **Voting Rights.** The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners excepting the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Lot. To be entitled to vote, the owner must not be delinquent in payment of Association dues.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership under Section (1) of this Article.

When a purchaser of an individual Lot or Lots takes title thereto from the Developer he/she/they become(s) a Class A member.

ARTICLE V
Property Rights in the Common Areas

Section 1. **Members Easements of Enjoyment.** Subject to the provisions of Section 4 of this Article V, every member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. **Title to Common Areas.** The Developer hereby covenants for itself, its successors and assigns, that on or before the conveyance of the last Lot, it will convey to the Association by quit claim deed title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easements and restrictions existing of record prior to the purchase of the property by the Developer, none of which will make the title unmarketable. Subject however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the Development, the Common Areas and all facilities now or thereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair duties of the Association shall include, but not be limited to, maintenance of and repair of damage to outdoor lighting, fences, storm drains, and water lines, connections, and appurtenances, except such

responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

This section shall not be amended to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Members Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer, or convey all or any part of the Common Areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the Common Areas by the members of the Association.

(b) The right of the Developer, and of the Association, to grant and reserve easements and rights of way through, under, over, and across Common Areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights of way through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas.

(c) The right of invitees, etc. to ingress and egress in and over those portions of Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of a landlocked adjacent Owner) to the nearest public highway.

(d) The right of the Association as provided in its Bylaws, to suspend enjoyment rights of any member for any period during which any assessment remains unpaid. The Association shall also have the right to suspend enjoyment rights of any member for an appropriate period of time to be determined on a case by case basis by the Board of Directors for any infraction of its published rules and regulations; provided, however, that the right of a member to ingress and egress over the roads and/or parking areas shall not be suspended. Violation of suspension shall result in a fine in an amount to be determined by the Board of Directors, not to exceed \$100.00 per infraction, which fine shall become a continuing lien on the Lot of the member.

(e) The right of the Association, in accordance with the law, its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving Common Areas and in pursuance thereof to mortgage the same.

ARTICLE VI
Completion, Maintenance, and Operation of Common Areas
and Facilities and Covenant for Dues Therefore

Section 1. Completion of Common Areas by Developer. The Developer will complete the construction of the streets and roadways for the Development.

Section 2. Pond and Common Area Improvements.

NOTE: The retention pond shall be owned and maintained by the Declarant, Association, or lot owners. These covenants require affirmative obligations on Declarant, Association, and lot Owners for purposes of maintaining those and other improvements not only for the benefit of the subdivision but for the local governing entity in order to comply with various state and federal laws relating to storm water system maintenance.

(a) Future Common Area Improvements: Declarant may develop various facilities and amenities in connection with additional phases of THE SUMMIT, including a retention pond, walking trail, and park. If the property to contain these amenities is annexed into this Declaration as Additional Property and the amenities are constructed on the Common Areas of the Property or the Additional Property, the provisions of Article V shall apply.

(b) Private Amenities: In the event Declarant completes any amenities or improvements in the Common Areas, specifically including those items listed in Section 4.1 above, the Common Areas remain private, and may be used subject to the easements granted herein and the public at large shall not acquire any easement of use of enjoyment of such land and/or improvement.

(c) Amenity Insurance: Upon the completion of any amenities or improvements to the common Areas, as contemplated in Section 4.1, the Association shall obtain and maintain general liability insurance on the Common Areas with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate covering the Association.

Section 3. Additional Use Restrictions relating to Driveways and Storm Water Management

(a) Driveways and Garage Entrances: All driveways and entrances to garages shall be of a substance approved in writing by the Declarant, Association or Architectural Review Committee and of a uniform quality. All residential driveways shall be approved by the Declarant or Association and constructed pursuant to criteria established by the Declarant, Association, or Architectural Review Committee and any governmental authorities with jurisdiction over the roads in the Community.

(b) Stormwater System Maintenance & Responsibility: Under the South Carolina Stormwater Management and Sediment Reduction Act of 1991 (48-14-10, et. seq.), Regulation 72-308 requires the Declarant, Association, and Owner shall

adequately maintain the stormwater management/Best Management Practices (BMP) facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Department of Health and Control (DHEC)/Office of Ocean and Coastal Resource Management (OCRM) recommends that The Declarant, Association, and Owner shall inspect the stormwater management/BMP facility regularly. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, beams, outlet structure, pond areas, access roads, etc. The Declarant, Association, and Owner grant permission to the DHEC/OCRM, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever DHEC/OCRM deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. DHEC/OCRM shall provide the Declarant, Association, and Owner, copies of the inspection findings and a directive to commence with the repairs if necessary. The Declarant, Association, and Owner, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed. This covenant and restriction imposes no liability of any kind whatsoever on DHEC/OCRM and the Declarant, Association, and Owner agree to hold DHEC/OCRM harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

Section 4. Easements

(a) Drainage and Utility Easements: In addition to any easements shown on the Plat, and not as any limitation, an easement on each Lot is hereby reserved by the Declarant for itself and its agents, designees, successors and assigns, along over, under and upon a strip of land 5 feet in width, parallel and contiguous with the rear and side of the property lines of each Lot 5 feet in width, parallel and contiguous with each side Lot line. The purpose of these easements shall be to provide, install, maintain, construct and operate utilities and/or drainage facilities, now or in the future. The easement area of such Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company becomes responsible, or those areas for which the Association agrees to assume responsibility. For the purpose of this covenant, the Declarant reserves the right to modify or extinguish the easement herein reserved along any Lot line when, in its Sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. All easements shall inure to the benefit of and become subject to the control of the Association upon the expiration of the Declarant Control Period and upon the transfer of ownership by the Declarant of any Common Areas to the Association.

(b) Easement for Trails and/or Landscaping: Declarant, for itself and its successors and assigns, reserves a perpetual and releasable right and easement upon, over, and across all portions of the Community not sold as Lots, and all areas shown and noted on or described in any amendment to the Declaration, for the installation, maintenance, and use of landscaping, sidewalks, bike or pedestrian paths, traffic directional signs, and related improvements.

(c) Easement for Slope Control, Drainage, and Waterway Maintenance: Declarant, for itself and its successors and assigns, hereby establishes and reserves a perpetual and releasable non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purpose of:

- (i) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which may be subject to soil erosion;
- (ii) drainage of natural or man-made water flow and water areas from any portion of the Property;
- (iii) changing, modifying or alternating the natural flow of water, water courses or waterways on or adjacent to any Lot;
- (iv) dredging, enlarging, reducing or maintaining any water areas within the Property; and
- (v) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Property.

(d) Right of Entry: The Association shall have the right, but not obligation to enter upon any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, the Articles, Bylaws, and any Use Restrictions and Rules adopted by the Declarant or the Association. The Association shall also have the right, but not the obligation, to enter upon any Lot to cut and remove any tree which the Association determines, in its sole discretion, poses a danger to any other Lot or the enjoyment and safety of the Community. Such rights may be exercised by any member of the Board, the Association's officers, agents, employees, and managers or the members of the ARE, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

(e) Extent of Member's Easements: The rights and easements created hereby shall be subject to the following rights which are hereby reserved to the Declarant or Board:

- (i) The right of the Declarant, and of the Association, to dedicate, transfer, or convey all or any part of the Common Area, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, and the right of the Declarant and of the Association to convey with consideration all or any part of the Common Area upon affirmative vote of more than fifty (50%) percent of the total votes of the Members, cast at a duly called meeting of the Members or a recorded resolution signed by the Members holding more than fifty (50%) percent of the vote of the Members.

- (ii) The right of the Declarant, and of the Association to grant and reserve easements and rights of way through, under, over, and across Common Area, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Declarant to grant and reserve easements and rights of way through, over, upon and across the Common Area for the operation and maintenance of the Common Area.
- (iii) The right of visitors, invitees, and guests to ingress and egress in and over those portions of Common Area that lie within any roadways (until dedicated), parking lots and/or driveways (and over any other necessary portion of the Common Area in the case of landlocked adjacent Owners) to the nearest public highway.
- (iv) The right of the Association, in accordance with the law, its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and, in pursuance thereof, to mortgage or encumber the Common Area.
- (v) Until the end of the Declarant Control Period, by the filing of an Amendment or Addendum to this Declaration which describes the Property, the Declarant shall have the sole authority to sell portions of the Common Area on behalf of the Association, to increase or decrease the size of the Common Area, to add or remove Common Area or to change the location of Common Areas, whether these tracts have been deeded to the Association or are projected to be or have been designated by the Declarant as a Common Area. Thereafter this authority shall be transferred to the Association and any adjustment to the dimensions or the location of the Common Area and any sale of Common Area by the Association shall be approved by more than 50% of the Members of the Association entitled to vote.

Section 5. Operation and Maintenance of Common Areas. The Association at its sole cost and expense, shall operate and maintain the Common Area, specifically including the lake/retention pond, park and provide the requisite services in connection therewith. The local governing authority is given an easement over all such areas for purposes inspection, testing, and for compliance with stormwater and other regulatory standards. The governing authority is also granted an easement for maintenance or repair if it so chooses, although the governing authority is under no legal or other obligation to perform such services. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, roads and parking areas within the Community. Unless located on a Lot or accepted by another responsible party (including without limitation. Until eighty (80%) percent of the Dwellings in the Community have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, if the Association fails to

operate, maintain or repair the Common Area to the satisfaction of the Declarant or fails to employ contractors which the Declarant, in its sole discretion, determines to be able to properly operate or maintain the Common Area, the Declarant may, but is not required to, notify the Association to correct the maintenance problem or remove the contractor. If the Association fails to do so within the time set forth in the notice, the Declarant may, but is not required to, correct said maintenance problem or remove and replace such contractor. The Association shall reimburse the Declarant for any and all costs incurred by the Declarant and the cost including collection costs incurred by the Declarant shall be a lien on the Common Area. This Section shall not be amended or removed without the written consent of the Declarant. Any entry by the Declarant under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to the Declarant for the purpose of entry onto the Common Area for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of the Declarant to provide garbage or trash removal services. As provided herein, these rights may be assigned by the Declarant. The Association shall hold harmless the Declarant, its agents, officers, directors, and employees from any liability arising out of correcting the Association's breach of this Section. The maintenance, operation, and repair of the Common Area shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except when such responsibilities are accepted by responsible parties, including public bodies, governmental bodies, districts, agencies or authorities and only for so long as they properly perform. The Association, at its sole cost and expense, shall operate and maintain the Common Areas first to and provide the requisite services in connection therewith after the sale of one-half of the lots in this phase of the subdivision. Prior to the sale of these lots, the operation and maintenance shall be the responsibility of the Developer. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entranceways. No lot owner shall have a right to make any claim against the Association or Developer for inadequate maintenance of the Common Areas, but the lot owners through the corporate process shall collectively decide the extent of the maintenance to be performed in the Common Areas.

Section 6. Dues, Liens, and Personal Obligations.

- (a) Each and every Owner of any Lot or Lots within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual dues or charges and assessments for capital improvements, such dues to be fixed, established, and collected from time to time as hereinafter provided. Dues and assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which dues or assessments are made. Such dues or assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of each Lot or Lots at the time when the dues or assessments fall due. Provided, however, that each Lot shown on a recorded plat which has not been initially occupied as a dwelling shall be assessed only one-

half the assessment for a Lot which has been initially occupied as a dwelling. Further, any Lot owned by the Developer is exempt from assessment.

(b) The dues levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the development, and in particular for the improvement and maintenance of the Common Areas including, but not limited to the payment of taxes and insurance thereon; repair, replacement, and additions thereon; the costs of labor, equipment, materials, management, and supervision thereof; the cost of all landscaping and maintenance, all of which obligations the Association hereby assumes in accordance with (a) above.

Section 6. Amount and Payment of Annual Dues. After the sale of the first 15 Lots, annual assessments will commence on January 1 of the following calendar year. The initial annual assessments shall be in the amount of ninety (\$90.00) dollars for each Lot which has been initially occupied as a dwelling. Dues shall not be required to be paid by a Builder whose home has not yet sold or otherwise occupied. The Developer is exempt from paying assessments. After the initial year of the assessments, the Board of Directors of the Association will have the authority to increase the annual assessment by not more than five (5%) percent of the assessment from the previous year. Any increase in annual assessments above five (5%) percent shall require a two-thirds (2/3) vote of members attendance of the Association voting in person or by proxy at a duly called meeting. The Board shall also fix the date of commencement and amount of the dues against each Lot at least thirty (30) days in advance of such date and period, and shall, at that time, prepare a roster of the Lots and dues applicable. Written notice of the dues shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for any dues, a certificate in writing signed by an officer of the Association, setting forth whether said dues have been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any dues herein stated to have been paid.

This Section shall not be amended to eliminate or substantially impair the obligation to fix the dues at any amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

In the event the Association is not organized by the time in which dues shall become payable, dues shall be paid to the developer who will use the funds to maintain the subdivision. Any funds not so used shall be turned over to the Association upon formation.

Section 7. Assessments for Capital Improvements. In addition to the annual dues, the Association may levy, in any year, an assessment which must be fixed at a uniform rate for all Lots, subject to the provisions of Section 3(a) applicable to that year only, in an amount no higher than the maximum annual dues then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds (2/3) vote of

members in attendance in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Paid Professional Manager. The Board of Directors of the Association or prior to the organization of the Association, the Developer, may employ a professional manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Areas and in the discharge to the Association's duties throughout the Development. The Association hereby ratifies any contract made by the developer provided that contract not bind the Association for a period greater than 3 years after 50 lots are initially occupied as dwelling homes. Although retaining a paid manager is optional initially, once 50 lots are initially occupied as dwelling homes, retaining a paid manager shall be mandatory.

Section 9. Effect of Nonpayment of Dues or Ad Valorem Taxes or Assessments for Public Improvements by Association.

(a) Remedies of the Association: Nonpayment of Dues or Assessments. Any dues or assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs and reasonable attorneys' fees for representation of the Association in such action or foreclosure shall be added to the amount of such dues or assessments. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the dues or assessments provided for herein.

(b) Remedies of the Association: Nonpayment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Areas or assessments for public improvements to the Common Areas, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the Development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any

Lot shall not affect the liens provided for in the preceding Section. The sale or transfer of any Lot which is subject to any such mortgage or deed trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any dues or assessments becoming due or from the lien thereof

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempt from the dues, assessments, charges, and liens created herein: (a) All Common Areas, as defined in Article I, Section 1 hereof and (b) All lots owned by Developer.

ARTICLE VII General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, and the respective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by the Developer, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. The Architectural Control Board may also enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Quorum for Meetings. In order to constitute a quorum to conduct association business there are ten (10 %) percent of Class A members must be present at any duly called meeting. For example, if thirty lots have been sold, 3 members constitute a quorum.

Section 6. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for this Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two-thirds (2/3) vote of members in attendance in person or by proxy at a duly called meeting, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as hereinabove

contained in this Declaration shall also be effective in voting changes in this Declaration.

Section 7. Amendment Prior to Sale by Developer. At any time prior to the closing of the first sale of Lots by Developer, the Developer, may amend this Declaration. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of contract of sale or like document.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the office of the Clerk of Court for the county in which the property is located.

BINDING EFFECT: This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

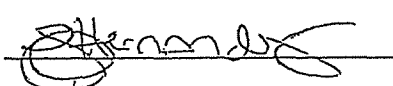
IN WITNESS WHEREOF, the Developer, has caused this instrument to be executed by its proper members or officers on the day and year stated above.

SOUTH FLORENCE DEVELOPERS, LLC

By:


Gary L. Finklea, Member

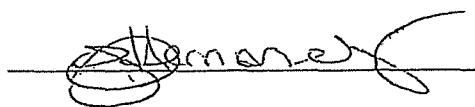
WITNESSES:



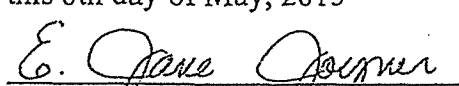


STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

Personally appeared the undersigned witness and made oath that s/he saw the within named member sign, seal and deliver the within written instrument and that s/he, with the other subscribing witness, witnessed the execution thereof.



Subscribed and sworn to before me
this 8th day of May, 2015


Notary Public for South Carolina
My Commission Expires: 9.28.20

PUBLIC HEARING

May 21, 2015

ORDINANCE NO. 32-2014/15

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map To Change The Flood Hazard District To Reflect The New 2014 Flood Zones; And Other Matters Related Thereto.

| NAME | ADDRESS | PHONE NUMBER |
|------|---------|--------------|
| 1. | | |
| 2. | | |
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| 16. | | |

PUBLIC HEARING

May 21, 2015

ORDINANCE NO. 33-2014/15

An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding \$42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Judicial Center Project) Series 2015 By Florence County Public Facilities Corporation To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation And Expansion Of County Facilities; Consenting To And Approving The Execution Of A Base Lease And Conveyance Agreement By And Between Florence County, South Carolina And Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Facilities Purchase And Occupancy Agreement Relating Thereto By And Between Florence County, South Carolina And Florence County Public Facilities Corporation; Consenting To The Form Of A Bond Purchase Agreement To Be Entered Into By Florence County Public Facilities Corporation And The Initial Purchaser Of The Bonds; Consenting To The Form Of A Trust Agreement To Be Entered Into By Florence County Public Facilities Corporation, And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

| | NAME | ADDRESS | PHONE NUMBER |
|-----|-----------------|---------------------|--------------|
| 1. | Michael Nettles | 316 Juncos Rd | 843-230-5420 |
| 2. | | Label City | |
| 3. | Wain Porter | 908 Madison Ave | 843-665-7090 |
| 4. | Billy Jorale | Shaw T. U.I.R | 843-2450416 |
| 5. | Bryan Brann | CITY COUNCIL MEMBER | |
| 6. | Anthony Ward | 1659 W Smith St | 843-6183424 |
| 7. | TOM SHEELY | 2535 W. EDGEFIELD | 843-407-7116 |
| 8. | | | |
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PUBLIC HEARING

May 21, 2015

ORDINANCE NO. 34-2014/15

**An Ordinance To Ratify FY15 Budget And Grant Council Actions Previously Authorized
By Council And Other Matters Related Thereto.**

| NAME | ADDRESS | PHONE NUMBER |
|------|---------|--------------|
| 1. | | |
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PUBLIC HEARING

May 21, 2015

ORDINANCE NO. 01-2015/16

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payments Thereof; And To Provide For Other Matters Related Thereto.

| NAME | ADDRESS | PHONE NUMBER |
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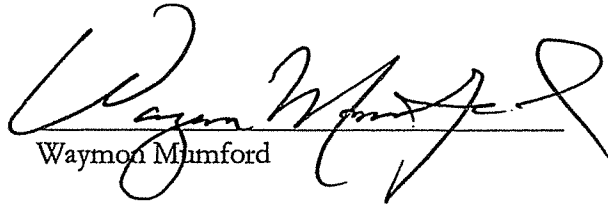
STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

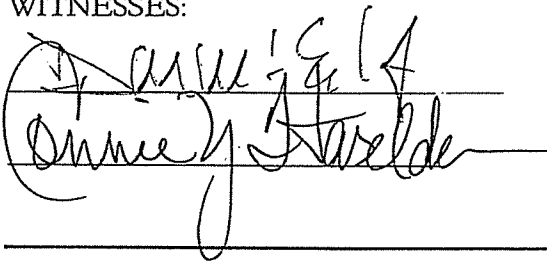
PROXY

I hereby leave my voting proxy for Ordinance No. 33-201/2015 on third reading, at the regular meeting of County Council on May 21, 2015, with County Council Member Alphonso Bradley.

This proxy is for a "YES" vote on the questions of Ordinance No. 33-201/2015 on third reading
As Presented.


Waymon Mumford

WITNESSES:



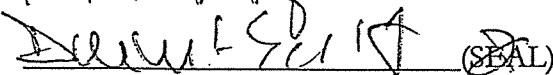
STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

PROBATE

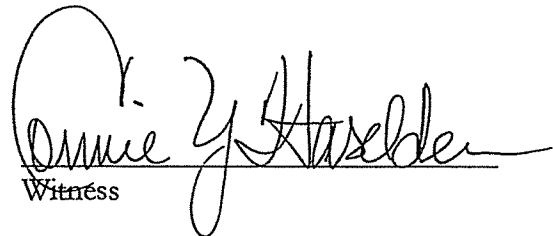
PERSONALLY APPEARED, the undersigned witnessed and made oath that (s)he saw the within named Waymon Mumford, sign and as his/her act and deed, deliver the within PROXY, and that deponent, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this
14th day of May, 2015

 (SEAL)

Notary Public for South Carolina

My Commission Expires: 1-15-2025


Witness

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

PROXY

I hereby leave my voting proxy for a favorable vote for the extension of the County Administrator's contract for one (1) year at his existing compensation, at the regular meeting of County Council on May 21, 2015, with County Council Member Alphonso Bradley. This proxy is for a "YES" vote on the questions of the extension of the County Administrator's contract for one (1) year at his existing compensation As Presented.

Waymon Mumford

WITNESSES:

Amiey Haselden

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

PROBATE

PERSONALLY APPEARED, the undersigned witnessed and made oath that (s)he saw the within named Waymon Mumford, sign and as his/her act and deed, deliver the within PROXY, and that deponent, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this
14th day of May, 2015

[Signature] (SEAL)

Notary Public for South Carolina

My Commission Expires: 1-15-2022

Witness

Amiey Haselden

FLORENCE COUNTY COUNCIL MEETING

June 4, 2015

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the June 4, 2015 Special Called Meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

SPECIAL CALLED MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, JUNE 4, 2015, 9:00 A.M., COUNTY COMPLEX, COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:

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

ABSENT:

Jason M. Springs, Council Member

ALSO PRESENT:

Suzanne S. King, Administrative Services Director
Kevin V. Yokim, Finance Director
Jonathan B. Graham, III, Planning Director
Jack Newsome, Tax Assessor
Larry Roscoe, Deputy Assessor
Sam Brockington, Fire/Rescue Services Coordinator
Gavin Jackson, Morning News Staffwriter

A notice of the Special Called Meeting of the Florence County Council appeared in the June 3, 2015 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 Poston called the meeting to order. Secretary/Chaplain Kirby provided the invocation and Vice Chairman Schofield led the Pledge of Allegiance to the American Flag. Chairman Poston welcomed everyone attending the meeting.

ORDINANCES IN POSITION:

The Clerk published the titles and the Chairman declared the following Ordinances Introduced By Title Only:

ORDINANCE NO. 37-2014/15 – INTRODUCED BY TITLE ONLY

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

ORDINANCE NO. 02-2015/16 – INTRODUCED BY TITLE ONLY

An Ordinance To Amend Ordinance No. 01-2015/16 In Order To Increase The Debt Service Millage For Florence County For The FY2015/16 Budget And Other Matters Related Thereto.

APPOINTMENTS TO BOARDS & COMMISSIONS:

PUBLIC FACILITIES CORPORATION

Councilman Mumford made a motion Council Approve The Appointment Of Charles J. Hupfer To Serve On The Public Facilities Corporation. Councilman Caudle seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 9:05 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL

June 18, 2015

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 35-2014/15

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Sixty Thousand Dollar (\$3,560,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

B. ORDINANCE NO. 36-2014/15

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Eight Million Three Hundred Thousand Dollar (\$8,300,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

C. ORDINANCE NO. 37-2014/15

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

D. ORDINANCE NO. 02-2015/16

An Ordinance To Amend Ordinance No. 01-2015/16 In Order To Increase The Debt Service Millage For Florence County For The FY2015/16 Budget And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Resolution of Recognition
Olivia McConnell

DEPARTMENT: County Council
Councilman Jason M. Springs, District 1

ISSUE UNDER CONSIDERATION:

A Resolution Of Recognition For Olivia McConnell In Recognition Of Her Multitudinous Meritorious Achievements.

OPTIONS:

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

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

RESOLUTION OF RECOGNITION

WHEREAS, the recognition of young achievers in Florence County for their accomplishments is a task Florence County Council undertakes with great enthusiasm; and,

WHEREAS, Miss Olivia McConnell is an outstanding young lady that has attained national recognition for her efforts to make a difference in her community and the State of South Carolina; and,

WHEREAS, Miss McConnell has excelled at every task she has undertaken, thereby setting the example for other youth to emulate; and,

WHEREAS, Miss McConnell fostered a desire to help others and at the early age of 5 began her phenomenal fund raising efforts for the March of Dimes beginning with a Lemonade Stand and at the age of 9 has attained recognition as the "Top Overall Fundraiser" for the last two years, one of the top 100 fundraisers in the nation, and awarded the 2015 National Young Volunteer of the Year, having cumulatively raised since 2011 in excess of \$24,000 for the March of Dimes; and,

WHEREAS, Miss McConnell also attained national recognition for her initiative, passion, hard work, dedication, and petition for a successful campaign to have the 'Columbia Mammoth' designated as the official State Fossil of South Carolina; and,

WHEREAS, her successful journey to the State House enthralled her so that she wrote and had published a book entitled *Can You Dig It?* to chronicle her story in the hopes of empowering and encouraging others to accomplish their desires and goals; and,

WHEREAS, Florence County Council acknowledges that the example set by Miss McConnell is one of commitment, perseverance, and self-discipline.

NOW THEREFORE BE IT RESOLVED, by the Florence County Council, the Governing Body of Florence County, that this Resolution of Recognition be presented to Miss Olivia McConnell in honor of her multitudinous meritorious achievements.

Congratulations, Miss McConnell, we commend you for a job well done and wish for you continued success in your many endeavors!

THE FLORENCE COUNTY COUNCIL:

Roger M. Poston, Chairman

Jason M. Springs, Council District 1

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 18, 2015

AGENDA ITEM: Resolution No. 27-2014/15

Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[A Resolution Requesting Florence County To Update And Renew Contracts To Administer Certain Planning and Building Code Enforcement Services for the Town of Pamplico, And The Town of Timmons ville; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

1. Recent updates to the National Flood Insurance Program (NFIP) maps and ordinance requirements, administered by the Federal Emergency Management Agency (FEMA), require contract updates with each of the jurisdictions that contract with Florence County for planning and building services.
2. The Town of Pamplico and the Town of Timmons ville desires that Florence County continue to be authorized to provide various Planning and Building Code Enforcement services.
3. Currently each municipality has approved a resolution and adopted an ordinance by their respective Councils to enter into contract with Florence County to provide specific planning and building services to keep them compliant with FEMA and NFIP requirements.

OPTIONS:

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

ATTACHMENTS:

1. Resolution No. 27-2014/15
2. Town of Pamplico services contract for signature
3. Town of Timmons ville services contract for signature

Sponsor(s) : Planning Department
Planning Commission Consideration : N/A
Planning Commission Public Hearing : N/A
Planning Commission Action : N/A
Adopted :

RESOLUTION NO. 27-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[A Resolution Requesting Florence County To Update And Renew Contracts To Administer Certain Planning and Building Code Enforcement Services for the Town of Pamplico And The Town of Timmonsville; And Other Matters Related Thereto.]

WHEREAS:

1. The Town of Pamplico and the Town of Timmonsville desires that Florence County continue to be authorized to provide various Planning and Building Code Enforcement services to remain compliant with FEMA and NFIP requirements; and,
2. Florence County shall continue to be the entity to administer certain Planning and Building Code Enforcement services for the Town of Pamplico and the Town of Timmonsville; and,
3. Provided services shall cover Florence County Code Chapter 7, Building Regulations; Chapter 9.5, Drainage and Stormwater Management; Chapter 25, Planning; Chapter 28.6, Land Development and Subdivision Ordinance; and Chapter 30, Zoning Ordinance and other related county ordinances applied for these purposes.

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

1. The Florence County Administrator shall have authority to enter in and execute contracts with the named jurisdictions for planning and building services;
2. This resolution authorizes execution of an agreement by and between each named municipality and Florence County to provide for the administration of certain Planning and Building Code Enforcement services to each municipality, more specifically the following services: zoning/rezoning, planning, building permits and inspections, codes enforcement, land development regulations, special flood hazard management, Construction Board of Appeals, Zoning Board of Appeals and Planning Commission functions.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

AGREEMENT

This agreement is entered into this 7th day of April, 2015 by and between the COUNTY OF FLORENCE, South Carolina, hereinafter referred to as the "County", and the Town of Pamplico, South Carolina, hereinafter referred to as the "Town".

This agreement sets forth the intent and working arrangement between the parties regarding the granting of certain powers to the county by the Town for all incorporated areas. This agreement is binding on the County, the Town, their successor and assigns, and is permitted under the code of Laws of the State of South Carolina.

Based on the mutual covenants and obligations set forth in this document, it is hereby agreed between the county and the Town, as follows:

1. Legal Status: The power to enact planning, zoning, subdivision, and building regulations is vested in both cities and counties in Title 5, Chapter 25 and Title 6, Chapter 9 and 29, of the code of Laws of the State of South Carolina.
2. Continuing Existing Operations: The Town and the County Agree that the County shall continue full responsibility for all zoning, subdivision, and building code administration. The following is a list of services to be provided for zoning, subdivision, and building code administration:
 - a. All comprehensive Plan and Map Services
 - b. All Zoning and map Services
 - c. National Flood Insurance Program (NFIP)
 - d. All Building Permitting and Inspections Services (Land Development and Subdivison Regulations)
 - e. All Codes Enforcement Services
 - f. Other related ordinances, now and in the future, and codes as authorized and as may be amended by Florence County Council from time to time.
3. Administration of Zoning Compliance, Subdivision Regulations and Building Permits and Inspections: The Town and the county agree that the County shall be the only agency authorized to issue zoning compliance, subdivision and plat approval, and building permits.
4. Funding Operations: The Town and the County agree that all zoning, subdivision, and building code administration shall be the responsibility of the County. The Town and the County agree that the County assumes full financial responsibility for the administration of all zoning subdivision, and building actions. The town and the County agree that all fees generated as a result of this administration shall be the property of the County.

5. Additional Services: The Town and the County agree that any services other than zoning, subdivisions, and building are not to be considered a part of the agreement. Such services may be carried out by County staff only under a separate agreement.
6. Period and Termination of Agreement: This agreement shall be effective upon execution. The agreement is automatically extended for an additional one year period on the anniversary date of the agreement unless one or both of the parties shall formally advise the other party in writing of their intention to vacate the agreement sixty (60) days prior to the anniversary date.
7. Amendment, Modification and Waiver: This agreement may be amended by formal action of all parties. Amendment shall be required for any addition or deletion of services covered in the agreement or any other action that would alter the provisions of this agreement. All such actions shall be mutually agreed upon by all parties. The amendment, modification or waiver of any provision of this agreement shall be effective only if made in writing and executed in the same formality as this instrument. The failure of either part to insist upon strict performance of the provision of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
8. Severability: If any of the provisions of this agreement shall be held invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.
9. References:
- a. Town of Pamplico Resolution requesting Florence County to administer services dated 4/20/15
 - b. Town of Pamplico, Ordinance 2015-02 authorizing Florence County to perform Planning and building Services dated 4/20/15
 - c. Section 25-21 of the Florence County Code

Witness

Witness

Shawn J. Keefe
Witness

[Signature]
Witness

Florence County, South Carolina

By: _____
Rusty Smith, County Administrator

Attest: _____
Connie Haselden, Clerk to Council

Town of Pamplico, South Carolina

By: Gene Garney
Gene Garney, Mayor

Attest: Ann B. Miles
Ann Miles, Municipal Clerk

ORDINANCE AUTHORIZING FLORENCE COUNTY TO PERFORM PLANNING AND BUILDING CODE ENFORCEMENT SERVICES IN ACCORDANCE WITH THE 1976 SOUTH CAROLINA CODE OF LAWS, AS AMENDED, TITLE 6, CHAPTER 29 COMPREHENSIVE PLANNING ENABLING ACT OF 1994.

WHEREAS:

1. Section 25-21 of the Florence County Code establishes the procedures for municipalities to contract with Florence county for Building Code Enforcement and Planning services; and
2. The municipality of Pamplico(hereinafter "Municipality") wishes to provide needed services for its citizen; and
3. Municipality acknowledges this is a contractual agreement for the County to implement only Florence County Ordinances and Codes, identified more specifically hereinafter, within the corporate limits of Municipality, and that Florence County will not implement or enforce Municipality's Ordinances.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF PAMPLICO, DULY ASSEMBLED, THAT:

1. Florence County, through the Florence County Planning and Building Department, is authorized to administer the following Planning and Building Code Enforcement services, and the municipality hereby adopts all provisions of all related Florence County Ordinances (the term "Ordinance" includes codified ordinances throughout this ordinance), as approved by the Florence County Council, including:
 - a. All Comprehensive Plan and Map Services (Plans and Maps are hereby adopted)
 - b. All zoning and Map Services (Zoning Ordinances hereby adopted)
 - c. National Flood Insurance Program (Special Flood Hazard Maps hereby adopted)
 - d. All Building Code Enforcement Services (Land Development and Subdivision Regulations are hereby adopted)
 - e. All Codes Enforcement Services (policies and code interpretations are hereby adopted)
 - f. Other related ordinances, now and in the future, and codes as authorized and as may be amended by Florence County Council from time to time.
2. Florence County Planning and Building Department employees designated by Section 30-274 of the Florence County Code are authorized to issue and enforce Ordinance

Summons for Violation or other appropriate action or proceeding to prevent the occupancy of the building, structure, or land found in violation of applicable regulations.

3. Florence County is authorized to collect all fees, fines and other charges for services provided hereunder through the Florence county Planning and Building Department, and no additional fees apply to these services.
4. Municipality's Mayor is authorized to execute an agreement by and between the Town and Florence County to provide for the administration of the Planning and Building Services requested above.

DONE IN MEETING DULY ASSEMBLED THIS 20th DAY OF April, 2015

ATTEST:

Ann B. Miles

Ann Miles, Town Clerk

SIGNED:

Gene R. Gainey

Gene Gainey, Mayor

03/16/15

First Reading

04/20/15

Second Reading

RESOLUTION

TOWN OF PAMPLICO, SOUTH CAROLINA

(Resolution Requesting Florence County To Administer Certain Planning and Building Code Enforcement Services for the Town of Pamplico.)

WHEREAS:

1. The Town of Pamplico desires that Florence County be authorized to provide various Planning and Building Code Enforcement services; and,
2. Florence County shall be the entity to administer certain Planning and Building Code Enforcement services for the Town; and
3. Only Florence County Code Chapter 7, Building Regulations; Chapter 9.5, Drainage and Stormwater Management; Chapter 25, Planning; Chapter 28.6, Land Development and Subdivision Ordinance; and Chapter 30, Zoning Ordinance and other related county ordinances shall apply for these purposes.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF PAMPLICO RESOLUTION THAT:

1. Subsequent to the execution of this Resolution requesting the contractual services of Florence County, the Town must adopt an ordinance authorizing Florence County to administer certain Planning and Building Code Enforcement services requested by the Town.
2. The ordinance must authorize execution of an agreement by and between the Town and Florence County to provide for the administration of certain Planning and Building Code Enforcement services to be provided for the town more specifically the following services: [services can include zoning/rezoning, planning, building permits and inspections, codes enforcement, land development regulations, special flood hazard management, Construction Board of Appeals, Zoning Board of Appeals and Planning Commission functions].

DONE IN MEETING DULY ASSEMBLED THIS 20th DAY OF April, 2015

ATTEST:

Ann B. Miles

Ann Miles

Town Clerk

Pamela M. Duran
Harriet Cox
Lucian B. Eddy

SIGNED:

Gene Gaaney

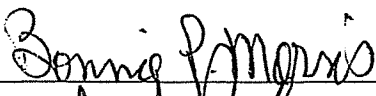
Mayor

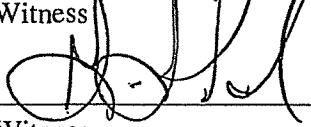
AGREEMENT

5. Additional Services: The Town and the County agree that any services other than zoning, subdivisions, and building are not to be considered a part of the agreement. Such services may be carried out by County staff only under a separate agreement.
6. Period and Termination of Agreement: This agreement shall be effective upon execution. The agreement is automatically extended for an additional one year period on the anniversary date of the agreement unless one or both of the parties shall formally advise the other party in writing of their intention to vacate the agreement sixty (60) days prior to the anniversary date.
7. Amendment, Modification and Waiver: This agreement may be amended by formal action of all parties. Amendment shall be required for any addition or deletion of services covered in the agreement or any other action that would alter the provisions of this agreement. All such actions shall be mutually agreed upon by all parties. The amendment, modification or waiver of any provision of this agreement shall be effective only if made in writing and executed in the same formality as this instrument. The failure of either part to insist upon strict performance of the provision of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
8. Severability: If any of the provisions of this agreement shall be held invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.
9. References:
 - a. Town of Timmons ville Resolution requesting Florence County to administer services dated April 7, 2015
 - b. Town of Timmons ville Ordinance 536 authorizing Florence County to perform Planning and building Services dated April 7, 2015
 - c. Section 25-21 of the Florence County Code

Witness

Witness



Witness


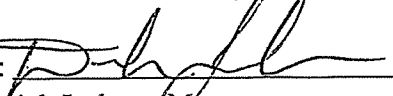
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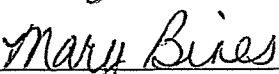
Florence County, South Carolina

By: _____
Rusty Smith, County Administrator

Attest: _____
Clerk to Council

Town of Timmons ville, South Carolina

By: 
Derrick Jackson, Mayor

Attest: 
Mary Bines, Town Administrator

ORDINANCE 536

ORDINANCE AUTHORIZING FLORENCE COUNTY TO PERFORM PLANNING AND BUILDING CODE ENFORCEMENT SERVICES IN ACCORDANCE WITH THE 1976 SOUTH CAROLINA CODE OF LAWS, AS AMENDED, TITLE 6, CHAPTER 29 COMPREHENSIVE PLANNING ENABLING ACT OF 1994.

WHEREAS:

1. Section 25-21 of the Florence County Code establishes the procedures for municipalities to contract with Florence county for Building Code Enforcement and Planning services; and
2. The municipality of Timmonsville (hereinafter "Municipality") wishes to provide needed services for its citizen; and
3. Municipality acknowledges this is a contractual agreement for the County to implement only Florence County Ordinances and Codes, identified more specifically hereinafter, within the corporate limits of Municipality, and that Florence County will not implement or enforce Municipality's Ordinances.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF TIMMONSVILLE, DULY ASSEMBLED, THAT:

1. Florence County, through the Florence County Planning and Building Department, is authorized to administer the following Planning and Building Code Enforcement services, and the municipality hereby adopts all provisions of all related Florence County Ordinances (the term "Ordinance" includes codified ordinances throughout this ordinance), as approved by the Florence County Council, including:
 - a. All Comprehensive Plan and Map Services (Plans and Maps are hereby adopted)
 - b. All zoning and Map Services (Zoning Ordinances hereby adopted)
 - c. National Flood Insurance Program (Special Flood Hazard Maps hereby adopted)
 - d. All Building Code Enforcement Services (Land Development and Subdivision Regulations are hereby adopted)
 - e. All Codes Enforcement Services (policies and code interpretations are hereby adopted)
 - f. Other related ordinances, now and in the future, and codes as authorized and as may be amended by Florence County Council from time to time.
2. Florence County Planning and Building Department employees designated by Section 30-274 of the Florence County Code are authorized to issue and enforce Ordinance

Summons for Violation or other appropriate action or proceeding to prevent the occupancy of the building, structure, or land found in violation of applicable regulations.

3. Florence County is authorized to collect all fees, fines and other charges for services provided hereunder through the Florence county Planning and Building Department, and no additional fees apply to these services.
4. Municipality's Mayor is authorized to execute an agreement by and between the Town and Florence County to provide for the administration of the Planning and Building Services requested above.

DONE IN MEETING DULY ASSEMBLED THIS 7th DAY OF APRIL 2015

ATTEST:

Mary Bines
Town Clerk

March 3, 2015
First Reading

SIGNED:

D. H. H.
Mayor

April 7, 2015
Second Reading

RESOLUTION

TOWN OF TIMMONSVILLE, SOUTH CAROLINA

(Resolution Requesting Florence County To Administer Certain Planning and Building Code Enforcement Services for the Town of Timmons ville.)

WHEREAS:

1. The Town of Timmons ville desires that Florence County be authorized to provide various Planning and Building Code Enforcement services; and,
2. Florence County shall be the entity to administer certain Planning and Building Code Enforcement services for the Town; and
3. Only Florence County Code Chapter 7, Building Regulations; Chapter 9.5, Drainage and Stormwater Management; Chapter 25, Planning; Chapter 28.6, Land Development and Subdivision Ordinance; and Chapter 30, Zoning Ordinance and other related county ordinances shall apply for these purposes.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF TIMMONSVILLE
RESOLUTION THAT:**

1. Subsequent to the execution of this Resolution requesting the contractual services of Florence County, the Town must adopt an ordinance authorizing Florence County to administer certain Planning and Building Code Enforcement services requested by the Town.
2. The ordinance must authorize execution of an agreement by and between the Town and Florence County to provide for the administration of certain Planning and Building Code Enforcement services to be provided for the town more specifically the following services: [services can include zoning/rezoning, planning, building permits and inspections, codes enforcement, land development regulations, special flood hazard management, Construction Board of Appeals, Zoning Board of Appeals and Planning Commission functions].

DONE IN MEETING DULY ASSEMBLED THIS 7 DAY OF April , 2015

ATTEST:

Mary Bines
Town Clerk

SIGNED:

D. J. H.
Mayor

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Resolution No. 28-2014/15

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

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

OPTIONS:

1. *(Recommended)* Approve Resolution No. 28-2014/15
2. Provide An Alternate Directive

ATTACHMENT:

1. Resolution No. 28-2014/15
2. Spartanburg County Sheriff's Office Multi-Jurisdictional Agreement

Sponsor(s) : Sheriff's Office
Adopted: : June 18, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 28-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

Council Approves A Multi-Jurisdictional Agreement With The Spartanburg County Sheriff's Office And Authorizes The County Administrator To Execute Said Agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

| | | |
|-------------------------|---|----------------------|
| STATE OF SOUTH CAROLINA |) | LAW ENFORCEMENT |
| |) | |
| SPARTANBURG COUNTY |) | MUTUAL AID AGREEMENT |

This agreement is made and entered into this 22 day of May, 2015, by and between the **SPARTANBURG COUNTY SHERIFF'S DEPARTMENT** and the Florence County Sheriff's Office.

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

WHEREAS, South Carolina Code Ann. Section 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

WHEREAS, South Carolina Code Ann. Section 23-1-215 provides for agreements between multiple law enforcement agencies for the purpose of investigating crimes involving multiple jurisdictions;

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for law enforcement services;

WHEREAS, South Carolina Code Annotated Section 23-1-210 as amended authorizes temporary transfer of law enforcement officers to other jurisdictions pursuant to written agreements;

WHEREAS, the SPARTANBURG COUNTY SHERIFF'S DEPARTMENT desires to enter into such an agreement with the Florence County Sheriff's Office for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of replying agency's officers in the requesting agency's jurisdiction.

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

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer of law enforcement officers from one

party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the jurisdiction to which they are transferred; to include those powers specifically set forth in South Carolina Code Section Annotated 23-1-210 et seq and other applicable provisions of law.

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

2. REQUEST FOR ASSISTANCE

The temporary transfer of law enforcement officers may be requested in response to any law enforcement related need, including, but not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose

assistance is requested shall be the sole judge as to whether or not it can respond and to that extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING MUTUAL AID

- A. Request. A request for assistance shall only be made by **the Sheriff of Spartanburg County**, or his/her designee, or the, **Sheriff of Florence County** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff of Spartanburg County**, or his/her designee, or **the Sheriff of Florence County**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be transferred.
- C. Officer in Charge. The law enforcement officers temporarily transferred by the assisting law enforcement agency shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The assisting law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The transferred law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed. The assisting law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

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

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. RADIO COMMUNICATION

Radio communication between the requesting law enforcement agency and the assisting law enforcement officer shall be maintained by the use of the State Regional Radio Channel System unless a radio channel that is mutually shared by the parties to this Agreement is otherwise available.

7. COMPENSATION

The temporary transfer of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any officers transferred. These officers' salary and benefits shall continue to be paid by the department where they are permanently employed. The replying agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the replying agency for these transferred officers.

8. INSURANCE

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

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. NARCOTICS AGREEMENTS

This agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators. Nor does this agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning an ongoing criminal investigation.

11. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

13. SEVERABILITY

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

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be

similarly bound by the terms of this agreement without necessitating execution of any amendment.

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This agreement shall be terminated at any time upon written notice to the other party to this agreement.

17. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

(Signatures to follow on next page)

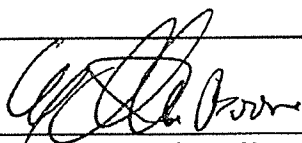
IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

SPARTANBURG COUNTY

Chuck Wright, Sheriff
Spartanburg County Sheriff's Department

Jeffrey H. Horton
Spartanburg County Council Chairman

Katherine L. O'Neill
Spartanburg County Administrator


Kenny Boone, Sheriff
Florence County Sheriff's Office

_____, _____

_____, _____

WITNESSES

Witness

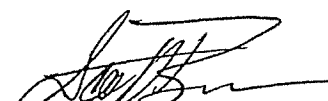

Witness

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FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Resolution No. 29-2014/15

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

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

OPTIONS:

1. *(Recommended)* Approve Resolution No. 29-2014/15
2. Provide An Alternate Directive

ATTACHMENT:

1. Resolution No. 29-2014/15
2. Lexington County Sheriff's Office Multi-Jurisdictional Agreement

Sponsor(s) : Sheriff's Office
Adopted: : June 18, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 29-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

Council Approves A Multi-Jurisdictional Agreement With The Lexington County Sheriff's Office And Authorizes The County Administrator To Execute Said Agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

ORIGINAL

STATE OF SOUTH CAROLINA)
)
COUNTIES OF LEXINGTON)
AND FLORENCE) MUTUAL AID AGREEMENT

This agreement is made and entered by and between the **Lexington County Sheriff's Department** and the **Florence County Sheriff's Department** and shall be effective on the date that the agreement has been signed by both parties and approved by their governing body.

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976), as amended, authorize law enforcement agencies to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an agreement. The officers of a law enforcement provider under such an agreement have the same legal rights, powers and the duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and,

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

WHEREAS, S.C. Code Ann §23-1-215 authorizes agreements between multiple law enforcement jurisdictions for purposes of criminal investigations; and,

WHEREAS, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdiction to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and,

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

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

1. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other. When so transferred or assigned, such law

enforcement officers shall have all rights, powers, authority and duties to enforce the laws of South Carolina as a law enforcement officer employed by the jurisdiction to which he is transferred or assigned.

2. Request for Assistance. The request for law enforcement assistance may be made for assistance with public safety functions, which include traditional public safety activities which are performed over a specific period of time for patrol services, crowd control and traffic control, and other emergency service situations, including, but not limited to:

- a. Emergency situations
- b. Riot or disorder
- c. Natural disaster
- d. Mass processing of arrests
- e. Transporting prisoners
- f. Operating temporary detention facilities
- g. Vehicular pursuits
- h. Service of process (including warrants)
- i. Marine enforcement
- j. Any law enforcement purpose

3. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

4. Procedure for Requesting Mutual Aid.

- a. Request. A request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency who assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officer to be furnished.
- b. Reply. A reply to any request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the

requesting law enforcement agency shall be immediately informed of the number of law enforcement officer to be furnished.

- c. Officer-In-Charge. The personnel temporarily transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.
- d. Release. The law enforcement officer temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

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

7. Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bar the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damage party for its loss. The host agency will provide the

facilities for law enforcement operations and will designate its location at the time assistance is requested.

9. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction including, but not limited to, incident reports, records of application or execution of an arrest or search warrant, incident reports for arrests made by its personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request and without cost.

10. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintain such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

11. Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.

12. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

13. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by the agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

14. Other Agreements and Investigations. This Agreements shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

15. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

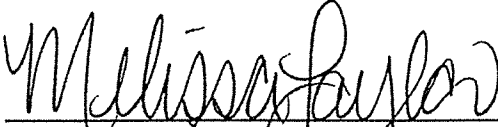
16. Duration. This Agreement will continue in effect until terminated by one of the parties.

17. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

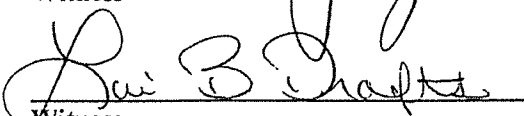
(Signatures to follow on next page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below.

WITNESSES




Witness



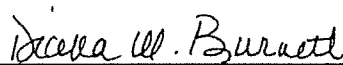
Witness

LEXINGTON COUNTY

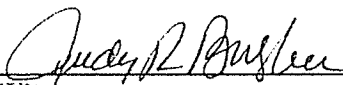


Bryan "Jay" Koon, Sheriff
Lexington County Sheriff's Department


LEXINGTON COUNTY COUNCIL



Witness




Witness

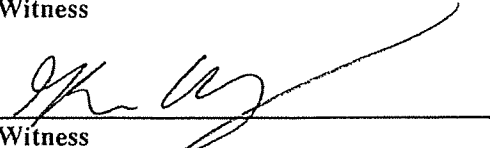


Chairman of County Council 5/2-15

WITNESSES




Witness



Witness

FLORENCE COUNTY



Kellney Boone, Sheriff
Florence County Sheriff's Department

FLORENCE COUNTY COUNCIL

Witness

Chairman of County Council

Witness

EXECUTED this ____ day of _____, 20__

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Resolution No. 30-2014/15

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

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

OPTIONS:

1. *(Recommended)* Approve Resolution No. 30-2014/15
2. Provide An Alternate Directive

ATTACHMENT:

1. Resolution No. 30-2014/15
2. Marlboro County Sheriff's Office Multi-Jurisdictional Agreement

Sponsor(s) : Sheriff's Office
Adopted: : June 18, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 30-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

Council Approves A Multi-Jurisdictional Agreement With The Marlboro County Sheriff's Office
And Authorizes The County Administrator To Execute Said Agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF FLORENCE)

This agreement is made and entered into this 26th day of April, 2015, by and between the **FLORENCE COUNTY SHERIFF'S OFFICE**, 6719 Friendfield Road, Effingham, SC 29541 and the **MARLBORO COUNTY SHERIFF'S OFFICE**, .

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the proper and prudent exercise of public safety functions, which include traditional public safety activities which are performed over a specified time;

WHEREAS, the **FLORENCE COUNTY SHERIFF'S OFFICE** desires to enter into such an agreement with the **MARLBORO COUNTY SHERIFF'S OFFICE** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

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

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any law enforcement related need, including, but not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Sheriff of Florence County**, or his/her designee, or the, **Sheriff of Marlboro County** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff of Florence County**, or his/her designee, or **the Sheriff of Marlboro County**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall

exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid the requesting law enforcement agency.

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

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. RADIO COMMUNICATION

Radio communication between the requesting law enforcement agency and the assisting law enforcement officer shall be maintained by the use of the State Regional Radio Channel System unless a radio channel that is mutually shared by the parties to this Agreement is otherwise available.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. The responding officers' salary and benefits shall continue to be paid by the agency where they are permanently employed. The responding agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the responding agency for these transferred officers.

8. INSURANCE

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

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. NARCOTICS AGREEMENTS

This agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators. Nor does this agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning an ongoing criminal investigation.

11. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

13. SEVERABILITY

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

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

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

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This agreement shall be terminated at any time upon written notice to the other party to this agreement.

17. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

18. RECORDS TO BE MAINTAINED

Any and all records of law enforcement activities conducted pursuant to this


agreement shall be the property of and maintained by the requesting agency, including any incident reports, citations, photographs or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes the responding agency from making or maintaining a copy of any such records referenced above.

19. **USE OF EQUIPMENT AND FACILITIES**

Each party shall be responsible for the maintenance of it's own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.


IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

FLORENCE COUNTY SHERIFF'S OFFICE



Kenney Boone, Sheriff
Florence County Sheriff's Office

WITNESSES

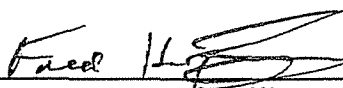


Katherine McNeil
Witness

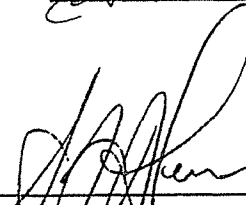


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Witness


MARLBORO COUNTY SHERIFF'S OFFICE



Fred [unintelligible], Sheriff
Marlboro County Sheriff's Office



[unintelligible]
Witness



[unintelligible]
Witness

STATE OF SOUTH CAROLINA)

RESOLUTION # 05-15-01

COUNTY OF MARLBORO)

A RESOLUTION RATIFYING A MUTUAL AID AGREEMENT BETWEEN THE FLORENCE COUNTY SHERIFF'S OFFICE AND MARLBORO COUNTY SHERIFF'S OFFICE

WHEREAS, the Acts of the Legislature of the State of South Carolina, including but not limited to Section 4-9-25 of the Code of Laws, South Carolina, 1976, empower and authorize the political subdivision to enact resolutions and "exercise powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper;" and,

WHEREAS, Section 23-1-210 of the Code of Laws, South Carolina, 1976, provides for mutual aid agreements between Sheriff's offices and provides the terms and conditions for such agreements;

WHEREAS, the Sheriff of Marlboro County has advised the Council that it is advisable to enter into an agreement for mutual aid with the Sheriff of Florence County, a copy of which is attached and by reference incorporated herein in full; and,

WHEREAS, the County Council deems it prudent and proper to ratify and confirm the action taken by the Sheriff of Marlboro County and defers to his experience and advice; and,


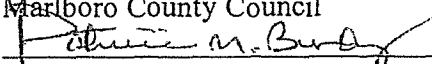
WHEREAS, the County Administrator has reviewed the agreement; and recommends its ratification upon provision that this agreement is limited by the existing budget that has been provided for the Sheriff of Marlboro County;

NOW, THEREFORE, BE IT RESOLVED BY THE MARLBORO COUNTY COUNCIL DULY ASSEMBLED THAT the attached "Law Enforcement Assistance and Support Agreement" is hereby ratified and confirmed subject to the provisions of the existing budget and until further notice from Council that the agreement is no longer acceptable at the discretion of Council.

RESOLVED THIS 4th DAY OF May, 2015.

(SEAL)

ATTEST:


J. Ronald Munnerlyn, Chairman
Marlboro County Council

Patricia M. Bundy, Clerk
Marlboro County Council

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Third Reading of Ordinance No. 29-2014/15

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash, Article I. In General, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 29-2014/15
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 29-2014/15

Sponsor(s) : County Council
First Reading/Introduction : April 16, 2015
Committee Referral : N/A
Committee Consideration Date : March 19, 2015
Committee Recommendation : Approve
Public Hearing : May 21, 2015
Second Reading : May 21, 2015
Third Reading : June 18, 2015
Effective Date : Immediately

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

ORDINANCE NO. 29-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash, Article I. In General, And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County Council recognizes an increasing need for enhanced laws governing litter and the enforcement of those laws due to the voluminous amount of litter that is being disposed of improperly throughout the County, which is not only an environmental hazard but also an undesirable sight for all who live and travel throughout the County; and
2. Several revisions to the Florence County Code are proposed to facilitate efficient and effective monitoring and enforcement of litter laws in Florence County.

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

1. Florence County Code, Chapter 13, Garbage and Trash, is hereby amended by adding the attached definitions to Section 13-01; replacing Sections 13-2, 13-3, 13-4 and 13-5 with the attached; and, inserting Sections 13-6, 13-7, and 13-8 with the language attached hereto and incorporated by reference.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

Chapter 13 – Garbage and Trash

Article I

Sec. 13-01. Definition

The word "litter" means all rubbish, refuse, garbage, trash, debris, cigarettes and cigarette filters, cigars and cigar filters, dead animals or other discarded materials of every kind and description.

"Scavenger" shall mean individual(s) who are involved in the unauthorized taking of recyclable materials either in or near a recycling container set out for collection.

"Scavenging" shall mean the uncontrolled and/or unauthorized removal of solid waste, designated recyclables, or recoverable materials pursuant to this chapter.

A prior violation within the meaning of this section means only a violation of this section which occurred within a period of five (5) years including and immediately preceding the date of the last violation.

Sec. 13-2 Littering

- (a) A person, from a vehicle or otherwise, may not dump, throw, drop, deposit, discard or otherwise dispose of litter or other solid waste as defined by State law, upon public or private property or waters in Florence County including, but not limited to, a highway, park, camp ground, forest land, recreational area, river, stream, lake, trailer park, road, street, or alley unless on property designated by the County for the disposal of litter and other solid waste and the person is authorized to use the property for that purpose; or into a litter receptacle in a manner that the litter is prevented from being carried away or deposited by the elements upon a part of the private or public property or waters.
- (b) Whenever litter, loose materials, or solid waste are thrown, dropped, deposited, dumped, sifted, leaked, or otherwise escape from any motor vehicle, boat, airplane or other conveyance, it shall be prima facie evidence that the operator of the conveyance has committed a violation of this section.
- (c) Whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any articles, including, but not limited to, letters, bills, publications or other writings which display the name of a person, such identification shall be presumed to be prima facie evidence that such owner dumped or caused to be dumped such matter or material in violation of this section.
- (d) Whenever any litter, loose materials, or solid waste are allowed to be blown, drift or escape from any property due to forces of nature; it shall be prima facie evidence that the owner, leaser, renter or contractor of the property allowed such materials to be littered and has committed a violation of this section.

- (e) Unauthorized use of waste containers located on private property is prohibited.
- (f) No material shall be placed outside of any waste container. All litter, garbage and refuse shall be placed inside the waste container.

Sec. 13-3 Transporting of Litter

No vehicle may be driven or moved for the purpose of transporting solid waste unless the vehicle is securely covered by tarpaulin or constructed in some other suitable manner so as to prevent any of its load from dropping, shifting, leaking, or otherwise escaping from the vehicle, except that sand, salt, or other chemicals may be dropped for the purpose of securing traction, and water or other substance may be sprinkled on a roadway in the cleaning or maintenance of the roadway by public authority having jurisdiction.

Sec 13-4 Manned Convenience Centers

- (a) Commercial haulers are prohibited from placing litter, trash and garbage into the waste containers.
- (b) No burning or flammable materials shall be placed inside the waste container.
- (c) Any commercial use of the Manned Convenience Center stations is prohibited
- (d) No material shall be placed outside of any waste container. All garbage and refuse shall be placed inside the waste container.
- (e) All litter, waste and recyclable items shall be into the designated waste containers.

Sec. 13-5. Enforcement authority.

The Environmental Services Officer of the Florence County Environmental Services shall be responsible for the enforcement of this section as well as the South Carolina Litter Control Act (South Carolina Code of Laws, section 44-67-10 et seq.) the South Carolina Prohibition of Dumping Litter (South Carolina Code of Laws, section 16-11-700) and South Carolina Board of Health Regulations on Storage, Collection, and Transportation of Solid Waste and any subsequent amendments thereto. Patrol officers, wildlife officers, fire marshals, police officers, and DHEC and PRT employees vested with police powers for enforcing the provisions of state law pertaining to litter within the boundaries of Florence County are also authorized to enforce violations of Chapter 13 of the Florence County Code of Ordinances.

Sec. 13-6. Enforcement procedures.

Upon completion of litter law violation investigations in which a suspected violator is identified, the Environmental Services Officer or his designee:

- (a) Shall issue an official notice of violation containing a hearing date before a Florence County Magistrate
- (b) If the suspected violator does not appear for the hearing, the magistrate shall issue a bench warrant.

Sec 13-7. Penalties

A person who violates the provisions of this section in an amount less than fifteen (15) pounds in weight or twenty-seven (27) cubic feet in volume is guilty of a misdemeanor and, upon conviction, must be fined Two Hundred and 00/100 (\$200.00) Dollars, or imprisoned for not more than thirty (30) days for the first or second conviction, or fined Five Hundred and 00/100 (\$500.00) Dollars, or imprisoned for not more than thirty (30) days for a third or subsequent conviction. In addition to the fine or term of imprisonment, the Court also must impose eight (8) hours of litter-gathering labor for a first conviction, sixteen (16) hours of litter-gathering labor for a second conviction, and twenty-four (24) hours of litter-gathering labor for a third or subsequent conviction, or other form of public service, under the supervision of the Court, as the Court may order because of physical or other incapacities.

The Court, instead of payment of the monetary fine imposed for a violation of this section, may direct the substitution of additional litter-gathering labor or other form of public service, under the supervision of the court, as it may order because of physical or other incapacities not to exceed one (1) hour for each Five and 00/100 (\$5.00) Dollars of fine imposed.

In addition to other punishment authorized by this section, in the discretion of the court in which conviction is obtained, the person may be directed by the judge to pick up and remove from any public place or private property, with prior permission of the legal owner of the property upon which it is established by competent evidence that the person has deposited litter, all litter deposited on the place or property by any person before the date of execution of sentence.

A person who violates the provisions of this section in an amount exceeding fifteen (15) pounds in weight or twenty-seven (27) cubic feet in volume, but not exceeding five hundred (500) pounds or one hundred (100) cubic feet, is guilty of a misdemeanor and, upon conviction, must be fined not less than Two Hundred and 00/100 (\$200.00) Dollars nor more than Five Hundred and 00/100 (\$500.00) Dollars or imprisoned for not more than ninety (90) days. In addition, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed, up to one hundred (100) hours.

A fine pursuant to this subsection must not be suspended, in whole or in part.

When the penalty for a violation of the section includes litter-gathering labor in addition to a fine or imprisonment, the litter-gathering portion of the penalty is mandatory and must not be suspended; however, the court, upon the request of a person convicted of violating this section, may direct that the person pay an additional monetary penalty instead of the litter-gathering portion of the penalty that must be equal to the amount of Five and 00/100 (\$5.00) Dollars an hour of litter-gathering labor.

Funds collected pursuant to this ordinance instead of the mandatory litter-gathering labor must be remitted to the county. The money collected may be used for the litter-gathering supervision.

Sec 13-8 Scavenging Prohibited

Scavenging is prohibited in the County of Florence, SC. Unless otherwise authorized by the Florence County government in writing, recyclable materials may not be removed by anyone other than the franchised waste and recycling hauler.

- (a) No person, other than the franchised waste and recycling hauler, shall remove recyclable materials which have been segregated from other waste materials and placed at the designated collection location for the purposes of collection and recycling.
- (b) No person shall scavenge, search through, or remove from a container or other receptacle located on any public street, alley, parkway, right of way or other public, private or government property any solid waste collection or recyclable materials which have been placed therein for collection.

This section shall not apply to authorized solid waste collection activities, authorized members of any law enforcement agency or to any members of the same business and their contractors or employees who place solid waste or recyclable materials in a container or other receptacle on a public street, alley, parkway, right of way, or other public property in the City.

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 18, 2015

AGENDA ITEM: Ordinance No. 30-2014/15
Third Reading

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 North Of Meadors Rd., More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential Preservation; And Other Matters Related Thereto.] (*Planning Commission approved 4-3: Council District 9*)

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 Residential Preservation to accommodate R-2 zoning.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No.30-2014/15
2. Resolution for PC#2015-01
3. Staff report for PC#2015-01
4. Comprehensive Land Use Plan Map
5. Aerial Map

| | | |
|------------------------------------|---------------------------------|----------------------------------|
| Sponsor(s) | : Planning Commission | I, _____, |
| Planning Commission Consideration | : March 24, 2015 | Council Clerk, certify that this |
| Planning Commission Public Hearing | : March 24, 2015 | Ordinance was advertised for |
| Planning Commission Action | : March 24, 2015 [Approved 4-3] | Public Hearing on _____. |
| First Reading/Introduction | : April 16, 2015 | |
| Committee Referral | : N/A | |
| County Council Public Hearing | : May 21, 2015 | |
| Second Reading | : May 21 2015 | |
| Third Reading | : June 18 2015 | |
| Effective Date | : Immediately | |

ORDINANCE NO. 30-2014/15

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 North Of Meadors Rd., More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential 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 March 24, 2015.

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 north of Meadors Rd., more specifically shown on Tax Map Number 00052, Block 01, Parcel 005, from Rural Preservation to Residential Preservation. The parcel consists of approximately 60.12 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

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2015-01
FLORENCE COUNTY PLANNING COMMISSION
MARCH 24, 2015

[A Resolution Recommending A Comprehensive Plan Land Use Map Amendment To Change The Designation For Property In Florence County North Of Meadors Rd., At The Intersection Of Meadors Rd. And Lake Oakdale Dr., More Specifically Shown On Tax Map Number 00052, Block 01, Parcel 005, From Rural Preservation To Residential Preservation As Referenced On The Agenda Map.]

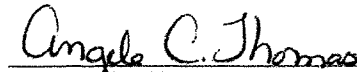
WHEREAS:

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 Residential Preservation to accommodate R-2 zoning.
3. Therefore, a change to the Comprehensive Plan Land Use Map Designation for this property is hereby recommended.

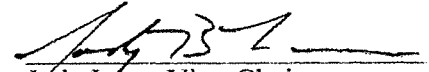
NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY PLANNING COMMISSION DULY ASSEMBLED THAT:

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Land Use Map Designation for property in Florence County north of Meadors Rd., Shown on Florence County Tax Map No. 00052, Block 01, Parcel 005 from Rural Preservation to Residential Preservation as referenced on the agenda map.

ATTEST:


Angela C. Thomas, Secretary III

SIGNED:


Jody Lane, Vice-Chairman

COMMISSION VOTE: 4 to 3

OPPOSED: K. Epps, T. Greene & D. Lockhart

ABSENT: M. Fountain & D. Hobbs

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
March 24, 2015
PC#2015-01**

Subject: Comprehensive Plan Land Use Map Amendment to change the designation for property in Florence County from Rural Preservation to Residential Preservation.

Location: North of Meadors Rd. at the intersection of Meadors Rd. and Lake Oakdale Dr.

Tax Map Numbers 00052, Block 01 Parcel 005

Council District(s): 9; County Council

Applicant: South Florence Developers, LLC

Land Area: 1 parcel, approximately 60.12 acres

Staff Analysis:

The subject property is currently designated as Rural Preservation according to the Comprehensive Plan Land Use Map.

The applicant is proposing to change the designation to Residential Preservation.

Staff's Justification/Reason for the proposed amendment is to accommodate R-2 zoning.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Residential Preservation. Residential Preservation protects and sustains existing low density single-family residential areas, including property values and amenities, and provides for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses.

Florence County Planning Commission Action: March 24, 2015:

Seven Planning Commission members voted 4-3 to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map with one member abstaining from voting.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for a Residential Preservation land use designation to protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses.

Florence County Comprehensive Land Use Plan Map



0 175 350 700 Feet
-113-

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-02-06



Council District(s): 9
PC#2015-01

2011 Aerial



0 195 390 780 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-02-02

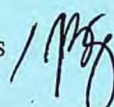


Council District(s): 9
PC#2015-01

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 18, 2015

AGENDA ITEM: Ordinance No. 31-2014/15
Third Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By South Florence Developers And Gary Finklea Located At Meadors Road And Lake Oakdale Drive, Florence County, As Shown On Florence County Tax Map No. 00052, Block 01, Parcel 005; Consisting Of Approx. 60.12 Acres From R-U1, Rural Community District, To R-2, Single-Family Residential District; And Other Matters Related Thereto.]

(Planning Commission approved 4 to 3; Council District 9)

POINTS TO CONSIDER:

1. The subject property is currently vacant land and zoned RU-1, Rural Community District.
2. Surrounding land uses consist of Vacant Land, Single-Family Residential District and Mobile Homes.
3. Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Land Use Map. The request for the zoning amendment to R-2 does not comply with the Land Use Element's designation for the subject property. When the amendment is approved for the land use designation change, the zoning amendment of the subject property from RU-1 to R-2 will be in compliance.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 31-2014/15
2. Staff report for PC#2015-02
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

| | | |
|------------------------------------|----------------------------------|-----------------------------|
| Sponsor(s) | : Planning Commission | I, _____, |
| Planning Commission Consideration | : March 24, 2015 | Council Clerk, certify that |
| Planning Commission Public Hearing | : March 24, 2015 | this Ordinance was |
| Planning Commission Action | : March 24, 2015 [Approved: 4-3] | advertised for Public |
| First Reading/Introduction | : April 16, 2015 | Hearing on _____. |
| Committee Referral | : N/A | |
| County Council Public Hearing | : N/A | |
| Second Reading | : May 21, 2015 | |
| Third Reading | : June 18, 2015 | |
| Effective Date | : Immediately | |

ORDINANCE NO. 31-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By South Florence Developers And Gary Finklea Located Off Of Meadors Road And Lake Oakdale Drive, Florence, As Shown On Florence County Tax Map No. 00052, Block 01, Parcel 005; Consisting Of Approx. 60.12 Acres From RU-1, Rural Community District To R-2 , Single-Family Residential District; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on March 24, 2015.

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

1. Property located on Meadors Road, and Lake Oakdale Drive, Florence bearing Tax Map 00052, Block 01, Parcel 005 is hereby rezoned to R-2, Single-Family Residential District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, March 24, 2015
PC#2015-02**

SUBJECT: Rezoning request from RU-1, Rural Community District to R-2 Single Family Residential District

LOCATION: Property is located on Meadors Rd. and Lake Oakdale Drive, Florence County

TAX MAP NUMBER: 00052, Block 01, Parcel 005

COUNCIL DISTRICT(S): 9; County Council

OWNER OF RECORD: South Florence Developers & Gary Finklea

APPLICANT: South Florence Developers & Gary Finklea

LAND AREA: 60.12 Acres

WATER /SEWER AVAILABILITY: Water and Sewer are provided by City of Florence.

**ADJACENT WATERWAYS/
BODIES OF WATER:** There is existing waterway/body adjacent to the property.

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

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject property is currently vacant land and zoned RU-1, Rural Community District.
2. Proposed Land Use and Zoning:
The proposal is to rezone the property to R-2, Single Family Residential District.
3. Surrounding Land Use and Zoning:
North: Single-Family Residential/R-1/Vacant Land/RU-1/Florence County
South: Vacant Land/RU-1/Florence County
West: Vacant Land/ Mobile Homes/RU-1/Florence County
East: Single-Family Residential /R-1/Florence County
4. Transportation Access and Circulation:
Present access to the property is by way of Meadors Rd. and Lake Oakdale Drive.

5. Traffic Review:

The rezoning of this property will have a minimal effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Land Use Map.

The applicant has requested to rezone the property from RU-1 to R-2.

The request for the zoning amendment to R-2 does not comply with the Land Use Element's designation for the subject property.

However, staff is moving forward with the request to amend the land use designation to Residential Preservation to comply with the Comprehensive Plan Land Use Map as the designation would coordinate with the existing land uses surrounding the area.

When the amendment is approved for the land use designation change, the zoning amendment of the subject property from RU-1 to R-2 will be in compliance.

7. Chapter 30-Zoning Ordinance:

R-2, single-family residential districts: 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.

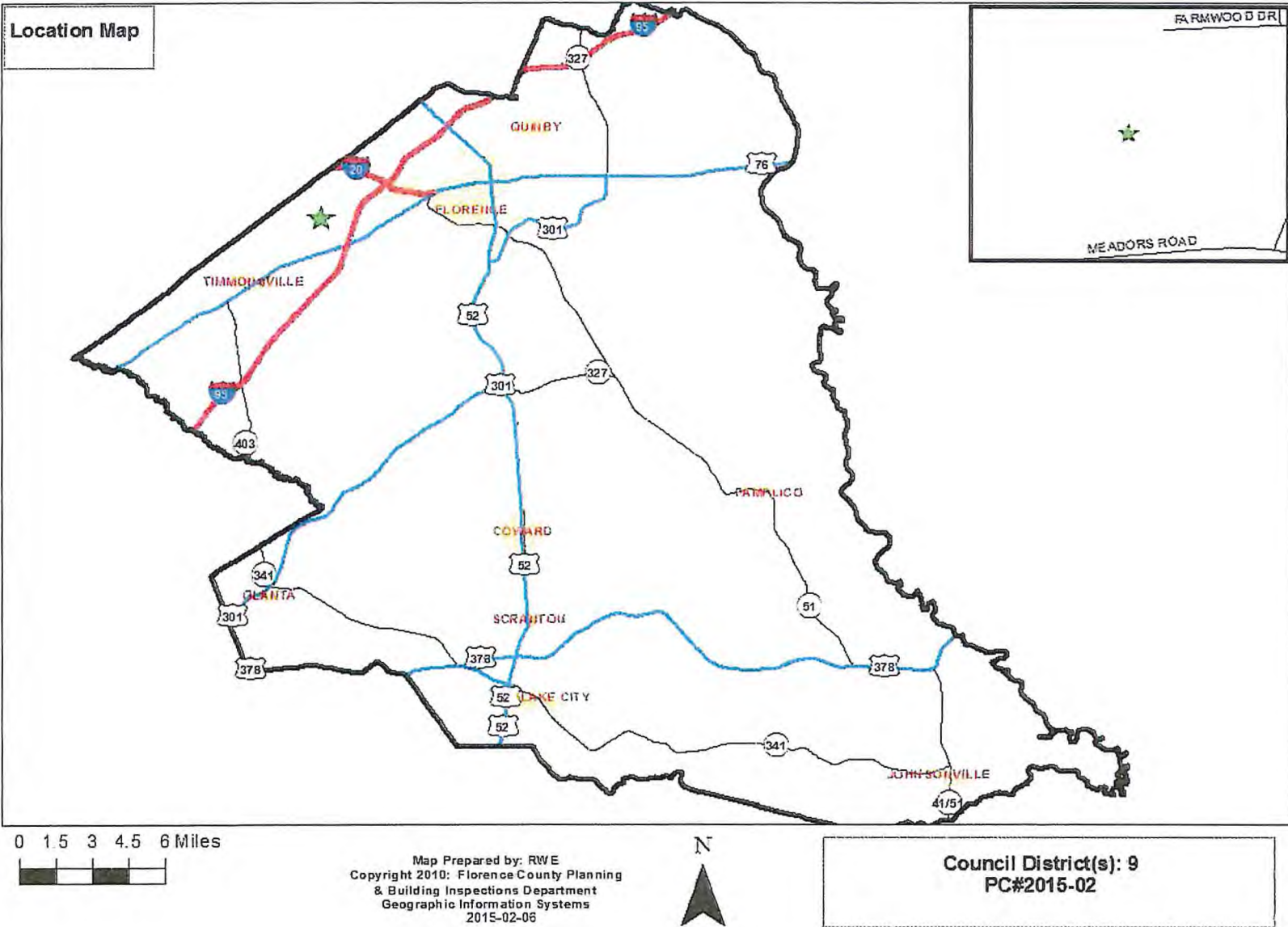
STAFF RECOMMENDATION:

Approve as submitted.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, March 24, 2015:

The seven Planning Commission members present voted 4-3 to approve the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

FLORENCE COUNTY COUNCIL MEETING: This item is tentatively scheduled to appear for introduction on the agenda on Thursday, April 16, 2015 @ 9:00 a.m. in room 803 of the City-County Complex, 180 North Irby Street, Florence.



[illegible]

Council District(s): 9
PC#2015-02



0 190 380 760 Feet

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 2015-02-06



Council District(s): 9
PC#2015-02



2011 Aerial

0 195 390 780 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-02-06



Council District(s): 9
PC#2015-02

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 18, 2015

AGENDA ITEM: Ordinance No. 32-2014/15
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map To Change The Flood Hazard District To Reflect The New 2014 Flood Zones; And Other Matters Related Thereto.] *(Planning Commission approved 8-0: All Council Districts)*

POINTS TO CONSIDER:

1. The Federal Emergency Management Agency (FEMA) updated the Flood Insurance Rate Maps (FIRM) for Florence County.
2. These maps are used for flood insurance rate purposes and regulate how development occurs in these areas.
3. Florence County was required to adopt these maps to comply with FEMA regulations.
4. These maps became effective after being adopted by Florence County Council on December 16, 2014.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 32-2014/15
2. Resolution for PC#2015-03
3. Staff report for PC#2015-03
4. Comprehensive Land Use Plan Map

| | | |
|------------------------------------|---------------------------------|----------------------------------|
| Sponsor(s) | : Planning Commission | I, _____, |
| Planning Commission Consideration | : March 24, 2015 | Council Clerk, certify that this |
| Planning Commission Public Hearing | : March 24, 2015 | Ordinance was advertised for |
| Planning Commission Action | : March 24, 2015 [Approved 8-0] | Public Hearing on _____. |
| First Reading/Introduction | : April 16, 2015 | |
| Committee Referral | : N/A | |
| County Council Public Hearing | : May 21, 2015 | |
| Second Reading | : May 21, 2015 | |
| Third Reading | : June 18, 2015 | |
| Effective Date | : Immediately | |

ORDINANCE NO. 32-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map To Change The Flood Hazard District To Reflect The New 2014 Flood Zones; 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 March 24, 2015.

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 Flood Hazard District to reflect the New 2014 Flood Zones.
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

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

RESOLUTION FOR PC#2015-03
FLORENCE COUNTY PLANNING COMMISSION
MARCH 24, 2015

[A Resolution Recommending A Comprehensive Plan Land Use Map Amendment To Change The Flood Hazard District To Reflect The Newly Adopted 2014 Flood Zones As Referenced On The Agenda Map.]

WHEREAS:

1. The Federal Emergency Management Agency (FEMA) updated the Flood Insurance Rate Maps (FIRM) for Florence County.
2. These maps are used for flood insurance rate purposes and regulate how development occurs in these areas.
3. Florence County is required to adopt these maps to comply with FEMA regulations.
4. These maps became effective after being adopted by Florence County Council on December 16, 2014.
5. Therefore, a change to the Comprehensive Plan Land Use Map 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 Land Use Map to change the Flood Hazard District to reflect the newly adopted 2014 Flood Zones as referenced on the agenda map.

ATTEST:

Angela C. Thomas
Angela C. Thomas, Secretary III

SIGNED:

Jody Lane
Jody Lane, Vice-Chairman

COMMISSION VOTE: 8-0

OPPOSED: None

ABSENT: M. Fountain
D. Hobbs

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
March 24, 2015
PC#2015-03 (Florence County)**

Subject: Comprehensive Plan Land Use Map Amendment to change the Flood Hazard District to reflect the newly adopted 2014 Flood Zones.

Locations: Throughout Florence County

Tax Map Numbers: N/A

Council District(s): All Districts

Applicant: Florence County Planning Commission

Land Area: Approximately 151.3 sq. mi.

Staff Analysis:

The Federal Emergency Management Agency (FEMA) updated the Flood Insurance Rate Maps (FIRM) for Florence County.

The previous amount of land area for the flood hazard district was approximately 170.4 square miles.

These maps are used for flood insurance rate purposes and regulate how development occurs in these areas.

Florence County was required to adopt these maps to comply with FEMA regulations.

These maps became effective after being adopted by Florence County Council on December 16, 2014.

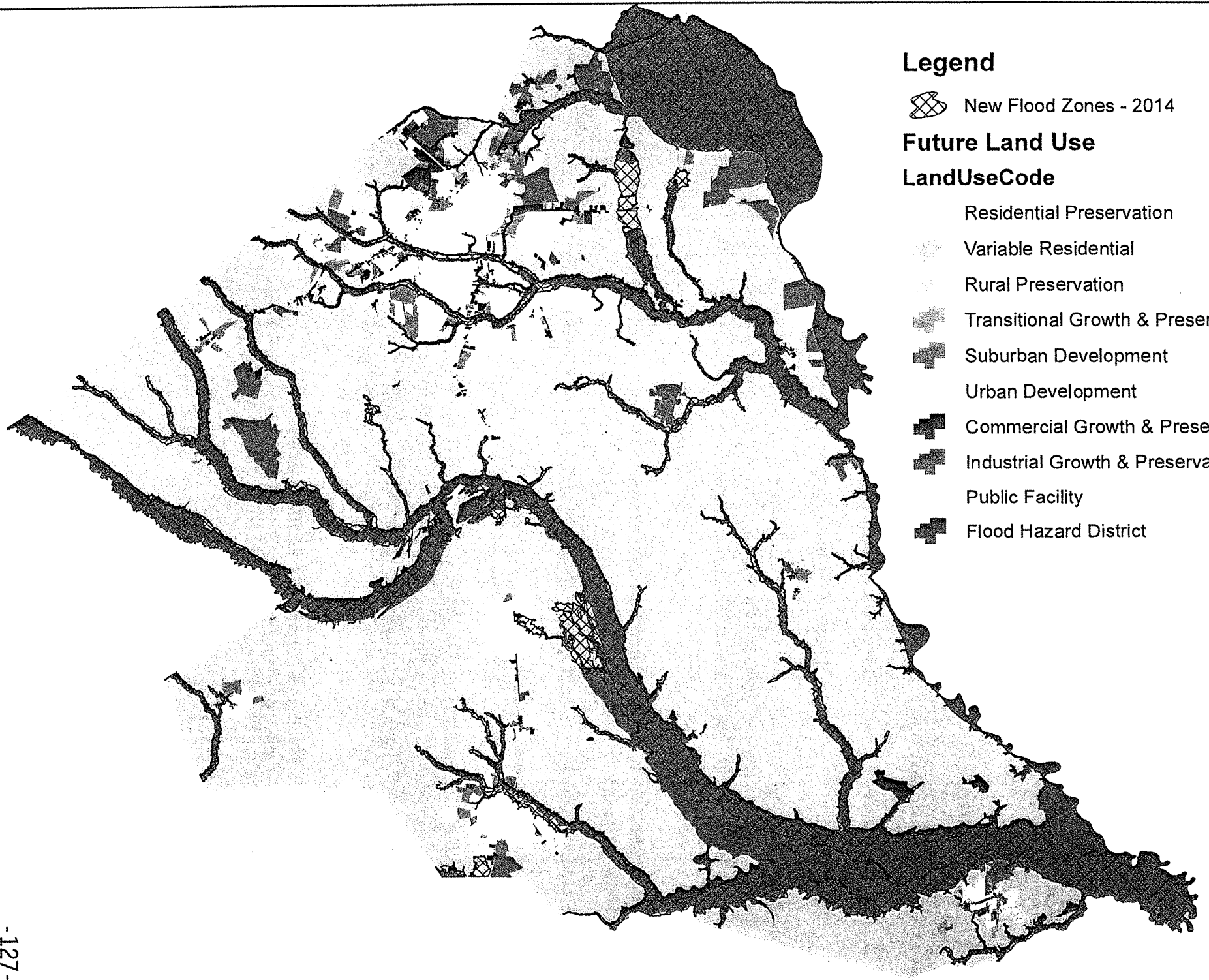
Staff's Justification/Reason for the proposed amendment is to comply with FEMA regulations.

Florence County Planning Commission Action: March 24, 2015:

The eight Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council to change the Flood Hazard District to reflect the newly adopted 2014 Flood Zones.



FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Third Reading of Ordinance No. 34-2014/15

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Ratify FY15 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. There have been grants received during the year that need to be formally appropriated by Council.
2. Additional funds from the State of South Carolina for library book and other materials purchases required an additional appropriation of \$71,070 above the original FY15 budget.
3. Contracts and related purchase orders in various stages of completion at the end of FY14 and incomplete as of June 30, 2014 in the amount of \$164,860 require the unexpended balances of the purchase orders to be added to General Fund fund balance.
4. Additional funds from the State of South Carolina for poll workers required an additional appropriation of \$118,000 above the original FY15 budget.
5. There is a shortfall of approximately \$400,000 in funding for the Johnsonville recreation park project. This shortfall is being funded from Local Accommodations Tax Fund fund balance - \$200,000 from FY15 and \$200,000 from FY16.
6. In May 2012 County Council authorized the transfer of \$750,000 from the Local Hospitality Tax Fund to the Museum Capital Project Fund. Now that the museum is complete, the unused portion of this original transfer - \$595,913 – needs to be transferred back to the Local Hospitality Tax Fund.
7. The Florence County Museum has collected approximately \$27,000 in revenue from various classes and other events and needs to load these funds into its operating budget to offset the cost of these classes.

FUNDING FACTORS:

1. County Council has previously accepted the various grant agreements. This Ordinance approves the formal appropriation for the related grant expenditures.
2. The appropriation to the Florence County Library System in the amount of \$71,070 is being funded from a reimbursement from the State of South Carolina.
3. The allocation for contracts and related purchase orders in various stages of completion at the end of FY14 and incomplete as of June 30, 2014 in the amount of \$164,860 is being funded from General Fund fund balance, since savings in this amount was realized in FY14.
4. The appropriation to the Florence County Voter Registration and Election Commission in the amount of \$118,000 is being funded from a reimbursement from the State of South Carolina.
5. The appropriation for the Johnsonville recreation park project is being funded from available fund balance in the Local Accommodations Tax Fund.
6. The transfer back to the Local Hospitality Tax Fund is being funded from the remaining balance in the Museum Capital Project Fund.
7. The appropriation for the Museum classes is being funded by revenue received from these classes.

OPTIONS:

1. ***(Recommended)*** Approve Third Reading of Ordinance No. 34-2014/15, as amended.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance No. 34-2014/15

Sponsor(s) : County Council
Introduction : April 16, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 21, 2015
Second Reading : May 21, 2015
Third Reading : June 18, 2015
Effective Date : June 18, 2015

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

ORDINANCE NO. 34-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY15 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.]

WHEREAS:

1. The previous adoption of various resolutions by County Council requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and
2. As a result of these resolutions, the County Council will adopt a final budget amendment ordinance ratifying budget resolutions authorized by Council during the fiscal year, as well as grants, any other supplemental appropriation actions, and other non-recurring allocations in accordance with the 1976 South Carolina Code of Laws, as amended.

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

1. The Florence County Council hereby amends the FY15 budgetary appropriations and directs the allocation of the receipt of nonrecurring revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY15 appropriated budgets:

a. GENERAL FUND (FUND #10)

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

| | | |
|--------------|---------------------|-----------|
| Revenue | 10-341-335-120-0000 | \$ 71,070 |
| Expenditures | 10-471-455-000-6800 | \$ 71,070 |

- 2) Contracts and related purchase orders in various stages of completion at the end of FY14 and incomplete as of June 30, 2014 require the unexpended balances of the purchase orders to be added to General Fund fund balance. These unexpended balances are in need of being carried over into FY15. Based on various FY14 uncompleted contracts and purchase orders being carried over into FY15, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

| | | |
|--------------|---------------------|-----------|
| Revenue | 10-399-999-999-9500 | \$164,860 |
| Expenditures | 10-411-401-000-9300 | \$ 611 |
| | 10-411-402-000-9300 | \$ 454 |
| | 10-411-407-100-9100 | \$ 36,658 |
| | 10-411-418-100-1200 | \$ 41,874 |

| | |
|---------------------|-----------|
| 10-411-488-000-8800 | \$ 7,000 |
| 10-421-421-110-9500 | \$ 2,457 |
| 10-451-423-000-6400 | \$ 4,628 |
| 10-451-423-000-9100 | \$ 71,178 |

- 3) Based on the provision of additional revenue from the State of South Carolina for poll workers, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

| | | |
|--------------|---------------------|-----------|
| Revenue | 10-341-335-085-0000 | \$118,000 |
| Expenditures | 10-471-455-000-6800 | \$ 18,000 |
| | 10-411-410-200-8952 | \$100,000 |

b. LOCAL ACCOMMODATIONS TAX FUND (FUND #123)

Based on the shortfall of funding for the Johnsonville recreation park funding, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

| | | |
|--------------|----------------------|-----------|
| Revenue | 123-399-999-999-9500 | \$200,000 |
| Expenditures | 123-471-451-000-8600 | \$200,000 |

c. LOCAL HOSPITALITY TAX FUND (FUND #124) AND MUSEUM CAPITAL PROJECT FUND (FUND #316)

Now that the museum project is complete and funds remain in the Museum Capital Project Fund and based on previous action taken by Florence County Council at its May 3, 2012 Special Called Meeting awarding the construction contract bid for the new Florence County Museum and associated additional funding required for this project, Florence County Council hereby directs the following transfer of funds between the Local Hospitality Tax Fund and the Museum Capital Project Fund as follows:

| | | |
|------------------------|----------------------|-------------|
| Operating Transfer In | 124-371-391-113-0000 | \$595,913 |
| Operating Transfer Out | 316-371-391-113-0000 | (\$595,913) |

d. LOCAL HOSPITALITY TAX FUND (FUND #124)

Based on the Florence County Museum's collection of approximately \$27,000 in revenue from various classes and other events and the need to load these funds into its operating budget to offset the cost of these classes, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

| | | |
|--------------|----------------------|----------|
| Revenue | 124-351-345240-0000 | \$ 3,007 |
| | 124-351-345243-0000 | \$12,086 |
| | 124-351-345244-0000 | \$ 1,150 |
| | 124-351-345245-0000 | \$ 400 |
| | 124-351-345246-0000 | \$10,375 |
| Expenditures | 124-471-486-640-1100 | \$ 3,414 |
| | 124-471-486-640-8900 | \$23,604 |

e. **GRANT FUND (FUND #141)**

The FY15 Budget is hereby amended to increase revenue and expenditures for various grants awarded during the fiscal year. The grants, grant numbers, and amounts are as follows:

| | | |
|--------------------------------------|------|--------------|
| School Dist #1 SRO | 4201 | \$ 270,400 |
| School Dist #2 SRO | 4201 | \$ 54,080 |
| School Dist #3 SRO | 4201 | \$ 108,160 |
| School Dist #5 SRO | 4201 | \$ 54,080 |
| Used Oil contract | 4222 | \$ 12,241 |
| Public Defender | 4248 | \$ 71,479 |
| DUI Prosecutor | 4253 | \$ 88,544 |
| SCEMD | 4271 | \$ 792 |
| DSS Incentives | 4277 | \$ 89,074 |
| DSS Unit Cost | 4278 | \$ 30,959 |
| CDV – Solicitor | 4294 | \$ 112,881 |
| Lake City Library | 4318 | \$ 5,000 |
| Morris St. sidewalk | 4326 | \$ 1,214 |
| Records Improvement – Clerk of Court | 4392 | \$ 1,543 |
| Solicitor’s Juvenile Arbitrator | 4399 | \$ 84,579 |
| Solicitor’s Salary Supplement | 4400 | \$ 286,988 |
| Solicitor’s Pre-trial Intervention | 4401 | \$ 222,879 |
| Juvenile Drug Court | 4402 | \$ 122,245 |
| Lake City Park | 4408 | \$ 575,000 |
| Recreation – Benefactor Tree | 4417 | \$ 100 |
| LRCP – First Saturday | 4430 | \$ 1,120 |
| Sheriff Prison Ministry | 4431 | \$ 6,073 |
| SCEMD – EMP Grant | 4449 | \$ 28,000 |
| Sheriff – CSE-DSS | 4452 | \$ 37,554 |
| SCPRT – TAG Grant | 4461 | \$ 74,700 |
| SCCCED – Worthington | 4462 | \$ 200,000 |
| SCDOT – PCN 27824 – CTC | 4463 | \$ 1,350 |
| SCCCED – Ruiz Foods | 4465 | \$ 2,000,000 |
| State Library | 4469 | \$ 1,000 |
| SCDHEC – Solid Waste – 21-SW-15 | 4470 | \$ 10,000 |
| SCDHEC – Used Oil – 21-WO-15 | 4471 | \$ 7,488 |
| SCDHEC – Waste Tire – 21-WT-15 | 4472 | \$ 37,550 |
| USDOJ – JAG Grant | 4473 | \$ 21,328 |
| SCEMD – EMP Grant | 4474 | \$ 133,054 |
| SCCCED – Red Bone Alley | 4475 | \$ 450,000 |
| SC Commerce – ICE Recycling | 4476 | \$ 190,000 |
| SCCCED – ICE Recycling | 4477 | \$ 55,000 |
| SCDHEC – EMS GIA Grant | 4478 | \$ 18,085 |
| State Library – LSTA Grant | 4479 | \$ 1,000 |
| Circle Park – AET Grant | 4480 | \$ 7,000 |
| SCCCED – Med Enroll | 4481 | \$ 950,000 |
| SLED – 14SHSP26 | 4482 | \$ 50,000 |
| SCDPS – LEN Grant | 4483 | \$ 28,000 |
| State Library – Research Materials | 4485 | \$ 25,000 |
| State Library – CSLP Conference | 4486 | \$ 1,600 |
| SCDOT – PCN 28516 | 4487 | \$ 23,000 |
| PDE RDA 2014 | 4488 | \$ 120,000 |
| Summer Reading | 4490 | \$ 1,000 |

2. This Ordinance includes the ratification of all grant and budget related resolutions and actions previously approved by Florence County Council for the fiscal year ending 06/30/15.
3. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

Roger M. Poston, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Third Reading of Ordinance No. 01-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 01-2015/16 is the budget ordinance for next fiscal year.
2. The proposed budget includes a 1.6 mill increase for the General Fund primarily to cover a 3% wage and salary adjustment for all positions which did not receive an adjustment in FY2013/14 or FY2014/15 as well as the increased employer contribution percentage for the Police Officers Retirement System. In addition, similar to the budget for the previous fiscal year, 0.4 mills is included to fund two new state mandates to fund two additional positions in the Probate Court and to fund the e-waste recycling program. SC Code of Laws Section 6-1-320 requires that this 0.4 mill increase be approved by a two-thirds vote of Council and be listed separately on the property tax notice.
3. The proposed budget also includes a 3.9 mill increase necessary to cover the debt service on a general obligation bond to be issued to refund a Bond Anticipation Note (BAN). This BAN was issued during FY2014/15 to refund the general obligation bonds previously issued for various fire districts. The issuance of this BAN also delayed by one year the need to levy this debt service millage. The proposed budget also includes a 3.5 mill increase to fund the debt service on a bond for new fire apparatus and equipment.
4. If the South Carolina General Assembly restores the legally mandated level of the Local Government Fund to South Carolina municipalities and counties then the 1.6 mill increase in the General Fund can be eliminated.
5. The proposed budget is being amended at third reading to reduce the budget for the Florence Museum by \$41,179 to remove four reclass requests and the new position request for the Florence Museum that were previously included in the budget. These positions will be considered in the FY2016/17 budget. It is also being amended at third reading to increase the budget for the E911 System by \$59,499 to add the 911 Network Technician position.

FUNDING FACTORS:

NONE

OPTIONS:

1. (*Recommended*) Approve Third Reading of Ordinance No. 01-2015/16, as amended.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Copy of Ordinance No. 01-2015/16
2. Copy of changes from second reading to third reading (22 pages)

Sponsor(s) : County Council
Introduction : April 16, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 21, 2015
Second Reading : May 21, 2015
Third Reading : June 18, 2015
Effective Date : July 1, 2015

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

ORDINANCE NO. 01-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2015-2016 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2015-2016.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2015-2016 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

b. Levy Process: In all cases, all property shall be taxed unless otherwise exempt from taxation pursuant to the South Carolina Code of Laws, 1976, as amended. The taxes are due and payable and shall be collected in the manner as provided for collection of taxes in the South Carolina Code of Laws, 1976, as amended, and in accordance with procedures established in County enacting ordinances.

(1) Motor Vehicle Taxes: Taxes levied on motor vehicles shall be collected pursuant to the schedules and procedures as established by State Statute and nothing herein shall be deemed to extend or defer the time of payment for such motor vehicle taxes.

(2) Motor Vehicle Owner Responsibility for Taxes: No motor vehicle registered in the State of South Carolina and property of a person, a resident of the County, shall be operated on the streets and public ways of the County unless all the motor vehicle taxes and fees duly assessed against such vehicle shall have first been paid. In the event that any person violates the provisions of this Section, he shall be guilty of a misdemeanor and subject to the penalties prescribed in Title 46, 1976 South Carolina Code of Laws, as amended. Nothing in this section shall preclude the collection of taxes and fees upon such motor vehicle after the prosecution of the offender for failure to pay such tax.

c. Appropriation Management:

(1) Reallocation: Unless otherwise restricted by State law or specific limitation of accounting standards, all of the appropriations hereinafter and those in the budgetary detail incorporated herein by reference are subject to adjustment and reallocation by County Council by voice motion or resolution. Any amount appropriated in this Ordinance may be discontinued at any time by appropriate action of a majority of the County Council. Expenditures from the General Fund contingency are generally done by resolution or voice motion.

(2) Duplication: If any of the items, or portions thereof, for which funds are herein appropriated is taken over by the State or Federal government and appropriations therefrom be made by either or paid by either directly to a County Office, or if the same shall become available in any manner, then the amounts for said Office herein appropriated shall be reduced in the amount of said appropriation, direct payment, or other available funds or support, unless otherwise restricted by law.

(3) Direct Assistance: All agencies receiving direct assistance payments from the County shall be funded quarterly in arrears no more than twenty-five (25%) percent of their direct assistance line item or on an alternate schedule at the discretion of the County Administrator in the case of emergencies. The quarterly allotments shall be paid around the 15th of the month following the end of each quarter. The final 4th quarter funding may be withheld by the Finance Director pending the reconciliation of outstanding obligations between the County and the Agency receiving funding or in the case of grant irregularities. Agencies, boards, and commissions, which are partially funded by Florence County Government, must provide annual audited financial statements to include a copy of the management letter and a copy of the A-133 Single Audit report, if applicable. State funded agencies must provide an annual report or a summary of local office-specific funding. Quarterly funding may be withheld pending the County's receipt of an agency's annual audited financial statements.

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e, which shall be reflected on tax bills:

| | <u>FY15</u> | <u>FY16</u> |
|-----------------|-------------|-------------|
| Florence County | 73.0 | 74.6 |
| Debt Service | 8.5 | 8.5 |

Additionally, the following mill levies for the operation of the special purpose fire district and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY16 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)

| | Operating Mills <u>FY15</u> | Debt Mills <u>FY15</u> | Total <u>FY15</u> | Operating Mills <u>FY16</u> | Estimated Debt Mills <u>FY16</u> | Total <u>FY16</u> |
|---------------------------------------|-----------------------------------|---------------------------|----------------------|-----------------------------------|--|----------------------|
| Florence Fire District | 27.5 | 0.0 | 27.5 | 19.5 | 7.4 | 26.9 |
| Florence-Darlington Technical College | 4.9 | 0.0 | 4.9 | 4.9 | 0.0 | 4.9 |

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

Any fire district debt service millage will remain in effect for the entire fire district in which it was levied until the associated debt has been completely paid, regardless if a portion of the fire district is annexed by a municipality.

e. Funds: The following funds are hereby established for the purposes set forth with appropriations/budgeted amounts where applicable. Other funds may be delineated elsewhere:

| <u>Fund</u> | <u>Fund Name</u> | <u>Appropriation</u> |
|-------------|---|----------------------|
| 10 | County General Fund | \$54,753,707 |
| 37 | Fire and First Responder Fund* | \$ 3,762,144 |
| 45 | Debt Service Fund* | \$ 4,134,122 |
| 49 | Fire and First Responder Debt Service Fund* | \$ 890,000 |
| 111 | Economic Development Capital Project Fund* | \$ 1,810,000 |
| 112 | Economic Development Partnership Fund* | \$ 451,901 |
| 121 | 65% State Accommodations Tax (2%) Fund* | \$ 225,000 |
| 122 | 30% State Accommodations Tax (2%) Fund* | \$ 100,000 |
| 123 | Local Accommodations Tax (3%) Fund* | \$ 2,822,804 |
| 124 | Local Hospitality Tax Fund* | \$ 1,859,116 |
| 131 | District Utility Allocation Fund* | \$ 567,750 |
| 132 | District Infrastructure Allocation Fund* | \$ 713,000 |
| 133 | District Rocking and Paving Fund* | \$ 1,794,000 |
| 145 | Sheriff Camps Fund* | \$ 40,577 |
| 146 | Sex Offender Registry Fund* | \$ 13,230 |
| 151 | Law Library Fund* | \$ 57,605 |
| 153 | Road Maintenance Fund* | \$ 3,865,144 |
| 154 | Victim/Witness Fund* | \$ 209,454 |
| 155 | Solicitor Check Law Fund* | \$ 185,228 |
| 421 | Solid Waste Management Fund* | \$ 4,207,428 |
| 431 | E-911 System Fund* | \$ 1,961,255 |

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2015 through June 30, 2016. The Florence County Auditor is

authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$3,966,684 for Debt Service provided by this Ordinance.

g. Major Funds Determination: In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34 and other appropriate regulations requiring Government-wide Financial Statements, major funds will be determined annually at the end of the fiscal year during the audit process.

h. Grants Management:

(1) Grant Fund Balances: Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, any State Accommodations Tax Funds not committed to the County General Fund, and capital improvement or special project appropriations outstanding as of June 30th in the calendar year in which this budget ordinance is effective, shall be carried forward into the subsequent fiscal year budget appropriations. All grants are to be budgeted and accounted for in a special revenue fund, and authorized local match transfers will be completed by the County Finance Director based on County Council's acceptance of the grant.

(2) County Acceptance: The expenditure of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, who is authorized to accept grants. The County Administrator may require that the grant be accepted and funded by proper action of County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the current budget appropriations, as amended, or as approved by County Council. The County Finance Director must be listed as a contact on all grant applications and awards; all correspondence must be copied to the County Grants Manager.

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Manager with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance. All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures

necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

a. Compliant Fund Balance Policy: Florence County Council utilizes a compliant fund balance methodology based on the cash-flow needs of the County to maintain sufficient reserves in order to maintain County operations. End of year fund balance estimations and associated cash flow projections for all cash-discrete funds are developed annually in the budget process to maintain a minimum of annualized appropriations in operational funds to ensure routine operations remain uninterrupted and in sinking funds (debt service fund) balances as required to timely service all scheduled debt.

Should any individual fund balance fall below the required minimum balance, inter-fund cash transfers are hereby authorized, provided that the allocation of interest is accounted for appropriately no less than once per fiscal year.

b. Tax Anticipation Note Authority: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or following fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Florence County for the repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such terms, and in such sums as may be negotiated between the County and the lender.

SECTION 3. BUDGET YEAR END

a. Purchase Authority Cutoff: The budget year shall expire on June 30 of this fiscal year. No monies shall be disbursed pursuant to this Ordinance unless such funds have been obligated (i.e. an order has been placed or a contract signed for the delivery of goods or services in accordance with County procurement procedures) prior to the close of the fiscal year, which is June 30. The County Administrator will take action to preclude all purchase order activity except business required for expedient operations and emergencies after June 15 of the fiscal year; no capital purchases other than emergencies will be initiated after May 31 of the fiscal year without the express written approval of the County Administrator. In addition, all items must be received and invoiced June 30th or earlier, or the items will be deducted from the originating office's subsequent fiscal year budget, except in the case of emergency procurement items, the procurement of which has been approved in advance by the County Administrator.

b. Purchase Order Liquidation: All offices are responsible for providing documentation regarding outstanding obligations for this fiscal year to the Finance Department on or before June 15th to facilitate the proper accrual of outstanding obligations of the County or the obligation(s) may be deducted from the office's budget for the subsequent fiscal year.

c. No Roll-Forward: Budget line item balances shall under no circumstances roll forward at the end of this fiscal year into the next fiscal year's budget, except for bond funds and grants crossing the fiscal year or as otherwise specified or appropriated within this budget ordinance.

SECTION 4. NATURE OF REVENUES, EXPENDITURES, AND CHART OF ACCOUNTS

a. Transfers Prohibited: Unbudgeted transfers are prohibited except as approved herein and in accordance with generally accepted accounting principles.

b. Overspending: Any office which overspends its straight-line spending levels for two consecutive months shall be reviewed by the County Administrator, who may freeze position vacancies, capital expenditures, and funds transfers, and remove sufficient personnel from the County payroll to offset fully the impending budget overrun prior to the close of the fiscal year. The County Administrator is authorized to transfer County Government functions and allocated appropriations among the various County divisions and offices in order to combine compatible employee positions and functions, eliminate duplicate work, gain performance efficiencies, or reduce overall operating costs of the County Government.

c. Intra-departmental Transfers by Finance Department: In order to process claims for payment submitted to the Finance Department, the Finance Director, or his designee, is hereby authorized to make intra-departmental transfers between line items in any department's budget in order to ensure that no line item is over-spent by the processing of these claims.

SECTION 5. FIXED ASSETS

a. Reporting: The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized. The threshold for determining if an item is considered to be a fixed or capital asset is the value or the purchase price (whichever is higher) of \$5,000 or greater and the item must have a useful life of more than one year. Appropriate depreciation schedules are maintained on the straight-line basis over the estimated useful life of each asset in accordance with Generally Accepted Accounting Principles (GAAP). The estimated useful life is determined by guidelines developed by the State of South Carolina Office of Comptroller General, and in some cases, applicable Federal IRS regulations and/or Governmental Accounting Standards Board (GASB) Statement No. 34 implementation guidelines.

b. Inventory Control: Each Office is responsible for verification of all of its items required to be listed in the Fixed Asset System maintained by County Finance and for providing documentation of the annual inventory review to Finance on or before the third week in June annually. Finance will distribute forms for the inventory verification process and will provide current inventory listings to County Offices for verification of inventory on hand by May 30th annually.

c. Insurance Proceeds: In order to comply with GASB42 regulations, all insurance payments will be processed by the County Finance Office.

SECTION 6. RECEIPT, MANAGEMENT, AND REPORTING OF CASH:

a. Timely Deposit: All service charges, fees, fines, reimbursements, grant funds, etc. received by County Offices shall be deposited with the County Treasurer or directly to the bank that serves as checking depository as soon as possible after collection. All County Offices that collect funds on a daily basis shall reconcile receipts to funds received and submit funds to the Treasurer's Office by the following business day in the format as prescribed by the County Treasurer. Offices collecting less than \$200 on any single day may delay one business day. This policy does not apply where State law specifically provides authority for other actions to a specific official.

b. Bank Reconciliation: The Treasurer is responsible for reconciling bank accounts maintained in the Treasurer's Office in order to properly record revenues to the books of the County in accordance with the County's chart of accounts and properly allocating interest and all other funds to various funds and bank accounts as required by SC Law.

c. Cash Accounting: The County Treasurer's Office is responsible for annual external audit reporting of revenues to the State Comptroller's Office and for providing the Finance Office and External Auditors with sufficient data to convert revenues from the cash basis of accounting to the modified accrual basis of accounting in order to ensure legal and annual audit compliance with Governmental Accounting Standards Board (GASB) regulations, in particular GASB Statement No. 34 which requires revenue reporting on the modified accrual basis of accounting during the fiscal year and year-end conversion to accrual basis to produce Government-Wide Financial Statements.

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

Boards, Commissions, Agencies, and Institutions: All boards, commissions, agencies, and institutions receiving County funds shall make a full detailed annual fiscal report to the County Council at the end of the fiscal year. Agencies receiving less than \$5,000 annually in direct assistance from the County may submit internally prepared financial statements in lieu of an audited statement. The County governing body, the County Administrator, or the Finance Office may require reports, estimates, and statistics from any County office as may be necessary in the preparation of annual budgets or supplemental appropriations. Prior year audits are required for acceptance of annual budget requests.

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

a. Solicitor and Public Defender Funding Supplement Commitments: Salary supplements are included for various employees in the Solicitor's and Public Defender's departments' budgets. Disbursement of these supplements is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these supplements, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the supplements shall be removed from the payroll system of Florence County and the salaries reduced accordingly.

b. FY16 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2015, if authorized by County Council by motion. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not

provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

d. Credit Cards and Accounts: Credit cards which obligate Florence County directly are not permitted unless specifically authorized by written resolution of County Council. Requests for establishing credit accounts in the name of the County must be forwarded to the County Finance Office which is responsible for establishing credit accounts with vendors upon written approval by the County Administrator or the Finance Director. The County Finance Department is also responsible for the control and monitoring of all credit accounts in the County's name, verification of goods received and reconciling of such credit purchases to invoices received. Accounts not established in accordance with this ordinance are the sole responsibility of the initiating person, and the County shall not be liable or obligated to make payment on behalf of the initiator or the person using the account.

e. Tuition Assistance Program: An amount of \$9,100 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time

employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

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

h. Victim/Witness Fund: The Solicitor agrees to sign a Memorandum of Understanding with the County stating that he will reimburse Florence County for any payments made from his portion of the Victim/Witness Fund that the State of South Carolina may find to be ineligible expenditures of Victim/Witness funds.

i. Beginning Of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY2015/16 budget will become effective on the first day of the first full payroll period of the fiscal year.

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

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

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

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

SECTION 10. FEES AND CHARGES

a. Disposition of Collections: All taxes, fees, charges, and assessments not otherwise allocated specifically by this ordinance with the supporting detail incorporated herein by reference or by law shall be deposited in the Florence County General Fund with other general fund revenues. All such taxes, fees, charges, and assessments shall be appropriated and allocated by the Florence County Council in the same manner as other general revenues. No such taxes, fees, charges, or assessments shall be paid to or shall accrue to the personal benefit of any officer or employee of Florence County. Use of fees, fines, and charges to reimburse expenditure budget line items through deposit credits is prohibited.

b. Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to \$500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$1,797,502 posted from the period of January 2000 through December 2011 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

d. First Responder Fee: There is hereby created a \$25.00 first responder fee to be charged to all real property parcels in the unified fire district to provide funding for the operation of the various rural fire departments.

SECTION 11. DEBT COLLECTION

Setoff Debt: Florence County is hereby authorized to participate in the Setoff Debt Program through the South Carolina Association of Counties on an annual basis as approved by the Florence County Administrator, who is authorized to execute all documentation and direct all designations of personnel participating as necessary.

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

a. Contract Execution: The County Administrator or County Administrator's designee is the sole authority who can obligate the county and any county funds in any manner through signature of contracts, purchase orders, or other such agreements or documents as an authorized agent. Any purchase made or contract executed without appropriate authorization is hereby deemed to be a personal obligation of the party making the purchase or executing the contract and is not an obligation of Florence County.

b. Check Enforcement Unit: The County Administrator is authorized to execute annual agreements between Florence County and the 12th Circuit Solicitor's Office for the operation of the Solicitor's check enforcement unit.

c. Title IV-D Contracts: The County Administrator, Clerk of Court, and Sheriff are authorized to enter jointly into agreements with the South Carolina Department of Social Services for receipt of Title IV-D (Child Support Enforcement) Federal Funds.

d. School Resource Officer Contracts: The County Administrator is authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY16 are not signed prior to June 30, 2015, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be discontinued in FY16.

e. Lease Renewals: The County Administrator is authorized to execute renewals of any existing leases for real or personal property for the terms and conditions included in the various leases as the existing lease periods expire and the leases therefore come up for renewal and for which funds are available through appropriation in this year's budget.

f. SCDOC Agreements: The County Administrator is authorized to execute annual agreements between Florence County and the South Carolina Department of Corrections for the use of pre-release inmates by the Recreation Department. In addition, the County Administrator is authorized and required to execute any contracts between the Florence County Detention Center and the South Carolina Department of Corrections.

g. DSN Resolution: The Chairman of County Council is authorized to execute a resolution designating the Florence County Disabilities and Special Needs Board as an entity in Florence County to provide transportation to persons with disabilities.

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

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

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

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

l. De-obligation of previously approved Council Allocation expenditures: Any remaining balances from projects approved to be funded from council district allocations that were approved prior to July 1, 2014 are hereby de-obligated.

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

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

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

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

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

A fixed Agricultural Assessment Extension Policy for private citizens is hereby authorized. Any private citizen may apply for agricultural assessment for no more than two tax years prior to the then current tax year. Businesses, including partnerships, corporations, etc., are not eligible to receive consideration under this fixed policy, but must continue to make applications to Council demonstrating to Council's satisfaction that the business had reasonable cause for not filing timely.

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

a. The approval by resolution of County Council or authorization as provided in annual budget ordinances shall be required to permanently place any additional vehicles in the County fleet. Without such authorization, no vehicle shall be added to the fleet or to the County's insurance policies except where a currently insured vehicle is being removed from same. Vehicles removed from the fleet and the insurance policies must be surplus, through Council resolution, and disposed of in accordance with County procedures.

b. If the County Administrator deems it in the best financial interests of the County, the County Administrator is hereby authorized to approve the trade-in of certain County-owned surplus vehicles against the cost of replacing said vehicles, rather than holding surplus vehicles for auction, and to dispose of motorized equipment in accordance with policies approved by County Council.

c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY16 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

Pursuant to the requirements of South Carolina Law with regard to administration of State Accommodations Tax Funds (Fund 122), the Florence Convention and Visitors Bureau and the Lake City Chamber of Commerce are hereby designated as the tourism bodies in Florence County. These organizations shall be responsible for administering and reporting expenses for these State Accommodations Tax Funds (Fund 122) to County Finance. Total amount of funds shall be adjusted annually based on actual funds the County receives from the State related to the promotion of tourism. County Council reserves the right to designate alternate agencies by voice motion at its discretion.

SECTION 16. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 17. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect any other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden
Clerk to Council

SIGNED:

Roger M. Poston, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**Florence County
Changes from Second Reading
To Third Reading**

| <u>Pages</u> | <u>Notes</u> |
|--------------|---|
| iii | Fire and First Responder Fund section was amended to note the reduction in the millage rate from 27.5 mills to 19.5 mills and the creation of the \$25.00 first responder fee on all real property parcels in the unified fire district. |
| vii | The operating millage rate for the Florence Fire District was reduced from 27.5 mills to 19.5 mills and the estimated debt mills rate was increased from 3.9 mills to 7.4 mills. |
| vii | The appropriation for the Fire and First Responder Debt Service Fund was increased to \$890,000 from \$419,000 in order to fund the FY2015/16 payments on the \$8,300,000 new money bond being approved by Council. The appropriation for the Local Hospitality Tax Fund is being reduced from \$1,900,295 to \$1,859,116 to remove the new position and four position reclassifications previously included in the budget. These requests will be considered in the FY2016/17 budget. The appropriation for the E-911 System Fund is being increased from \$1,901,756 to \$1,961,255 in order to fund a new 911 Network Technician position. It has been determined that this is an IT related position that can be funded from 911 funds. |
| xiv | Section 10d has been added to create the first responder fee. |
| xxiii | The four reclass requests and the new position request for the Florence Museum that were previously included in the budget have now been removed from the budget. These positions will be considered in the FY2016/17 budget. |
| xxiii | The 911 Network Technician position has been included in the E911 Fund budget. |
| 5 | Amended to reduce Contingency by \$14,135 to fund a portion of the cost of Florence County's match for one new SRO position for Florence School District One in the Sheriff's Department budget (\$10,667) and to fund the increased cost of the Poynor adult education contract in the County Jail budget (\$3,468). |

- 5 Amended to increase the budget for the Sheriff's Department by \$37,167 to fund the cost of Florence County's match for one new SRO position for Florence School District One (\$22,667) and to fund the cost of the annual contract for wireless service for the devices required to connect the mobile data terminals in FCSO vehicles to the County's IT network necessitated as a result of the conversion of the radio system from analog to digital (\$14,500).
- 5 Amended to decrease the budget for the County Jail by \$12,000 to fund a portion of the cost of Florence County's match for one new SRO position for Florence School District One in the Sheriff's Department budget, by \$14,500 to fund the cost of the annual contract for wireless service for the devices required to connect the mobile data terminals in FCSO vehicles to the County's IT network necessitated as a result of the conversion of the radio system from analog to digital in the Sheriff's Department budget, and to increase the budget for the County Jail by \$3,468 to fund the increased cost of the Poynor adult education contract in the County Jail budget. The net decrease to the County Jail budget for these three items is \$23,032.
- 97 Amended to reduce Contingency by \$14,135 to fund a portion of the cost of Florence County's match for one new SRO position for Florence School District One in the Sheriff's Department budget (\$10,667) and to fund the increased cost of the Poynor adult education contract in the County Jail budget (\$3,468).
- 104-105 Amended to increase the budget for the Sheriff's Department by \$37,167 to fund the cost of Florence County's match for one new SRO position for Florence School District One (\$22,667) and to fund the cost of the annual contract for wireless service for the devices required to connect the mobile data terminals in FCSO vehicles to the County's IT network necessitated as a result of the conversion of the radio system from analog to digital (\$14,500).
- 110-111 Amended to decrease the budget for the County Jail by \$12,000 to fund a portion of the cost of Florence County's match for one new SRO position for Florence School District One in the Sheriff's Department budget, by \$14,500 to fund the cost of the annual contract for wireless service for the devices required to connect the mobile data terminals in FCSO vehicles to the County's IT network necessitated as a result of the conversion of the radio system from analog to digital in the Sheriff's Department budget, and to increase the budget for the County Jail by \$3,468 to fund the increased cost of the Poynor adult education contract in the County Jail budget. The net decrease to the County Jail budget for these three items is \$23,032.
- 112-113 Amended to increase the Sheriff's Office summary budget by \$14,135 for the items noted above.

- 155-156 Amended to add Fund 49 – Fire and First Responder Debt Service Fund that was inadvertently omitted from this summary. Amended to decrease the budget for the Florence Museum by \$41,179 to remove four reclass requests and the new position request for the Florence Museum that were previously included in the budget. These positions will be considered in the FY2016/17 budget. Amended to increase the budget for the E911 System by \$59,499 to add the 911 Network Technician position.
- 167 Amended to increase the millage rate to 7.4 mills from 3.9 mills and to increase the appropriation to \$890,000 from \$419,000 in order to fund the annual payment on the new money bond being approved by Council.
- 182 Amended to reduce the budget for the Florence Museum by \$41,179 to remove four reclass requests and the new position request for the Florence Museum that were previously included in the budget. These positions will be considered in the FY2016/17 budget.
- 184 Amended to reduce the budget for the Florence Museum by \$41,179 to remove four reclass requests and the new position request for the Florence Museum that were previously included in the budget. These positions will be considered in the FY2016/17 budget.
- 219 Amended to increase the budget for the E911 System by \$59,499 to add the 911 Network Technician position.
- 221 Amended to increase the budget for the E911 System by \$59,499 to add the 911 Network Technician position.

In addition, the fire departments have developed a list of capital replacement needs totaling approximately \$8,100,000. The departments anticipate needing these replacements to continue their current service levels for the next five years before any future capital project sales tax referendum is considered by County Council. A twenty year general obligation bond could be issued by Florence County to fund these requested items. If this bond were to be issued, it would require an additional increase of **3.5 mills**, for a total increase of **7.4 mills**.

OTHER FUNDS

Fire and First Responder Fund

Total budget requests submitted by the six departments exceeded the current fiscal year budget by approximately \$765,000. A millage increase in the amount of **6.1 mills** would have been necessary to fund these requested increases. However, the amount included in the FY2015/16 budget for each department remains at the same level as the previous fiscal year. However, rather than levy the same millage rate of 27.5 mills as in the previous fiscal year, a decision has been made to reduce the millage levy to **19.5 mills** and also charge a **\$25 first responder fee** to all real property parcels in the unified fire district.

Council District Allocation Funds

Certain projects previously approved by Council to be funded from council district allocation funds either have remaining unspent balances or were never undertaken. The balances approved by Council are still obligated since no official action has ever been taken to de-obligate these funds. Accordingly a provision is included in the budget ordinance to de-obligate any remaining funds from projects previously approved by Council prior to July 1, 2014, which would encompass projects more than one year old.

Road Maintenance Fund

A total of \$2,534,693 in capital replacement requests was included in the Road Maintenance Fund budget request for FY2015/16 – an increase of over \$1,300,000 above current year funding levels. Therefore, in order to keep the budget for this fund at its current level, funding for three motor graders – totaling \$1,158,300 – and one new pothole patching truck in the amount of \$200,300, has not been included. Funding for one motor grader has been included in the FY2015/16 budget. In addition, it should be noted that three motor graders were included in the FY2014/15 budget; however, Council removed the funding for two of these motorgraders at its September 2014 regular meeting.

Solid Waste Fund

The household solid waste fee will remain set at **\$99.50** as in the previous fiscal year. In addition, similar to the previous fiscal year, a 50% discount in this fee is included for all parcels containing six or more residential units.

This fund also includes a subsidy from the General Fund in the amount of \$396,366. Elimination of this subsidy would require an additional increase in the household solid waste fee of approximately \$10.50, to a total of \$110.00.

| | Operating Mills <u>FY15</u> | Debt Mills <u>FY15</u> | Total <u>FY15</u> | Operating Mills <u>FY16</u> | Estimated Debt Mills <u>FY16</u> | Total <u>FY16</u> |
|---------------------------------------|-----------------------------------|---------------------------|----------------------|-----------------------------------|--|----------------------|
| Florence Fire District | 27.5 | 0.0 | 27.5 | 19.5 | 7.4 | 26.9 |
| Florence-Darlington Technical College | 4.9 | 0.0 | 4.9 | 4.9 | 0.0 | 4.9 |

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

Any fire district debt service millage will remain in effect for the entire fire district in which it was levied until the associated debt has been completely paid, regardless if a portion of the fire district is annexed by a municipality.

e. **Funds:** The following funds are hereby established for the purposes set forth with appropriations/budgeted amounts where applicable. Other funds may be delineated elsewhere:

| <u>Fund</u> | <u>Fund Name</u> | <u>Appropriation</u> |
|-------------|---|----------------------|
| 10 | County General Fund | \$54,753,707 |
| 37 | Fire and First Responder Fund* | \$ 3,762,144 |
| 45 | Debt Service Fund* | \$ 4,134,122 |
| 49 | Fire and First Responder Debt Service Fund* | \$ 890,000 |
| 111 | Economic Development Capital Project Fund* | \$ 1,810,000 |
| 112 | Economic Development Partnership Fund* | \$ 451,901 |
| 121 | 65% State Accommodations Tax (2%) Fund* | \$ 225,000 |
| 122 | 30% State Accommodations Tax (2%) Fund* | \$ 100,000 |
| 123 | Local Accommodations Tax (3%) Fund* | \$ 2,822,804 |
| 124 | Local Hospitality Tax Fund* | \$ 1,859,116 |
| 131 | District Utility Allocation Fund* | \$ 567,750 |
| 132 | District Infrastructure Allocation Fund* | \$ 713,000 |
| 133 | District Rocking and Paving Fund* | \$ 1,794,000 |
| 145 | Sheriff Camps Fund* | \$ 40,577 |
| 146 | Sex Offender Registry Fund* | \$ 13,230 |
| 151 | Law Library Fund* | \$ 57,605 |
| 153 | Road Maintenance Fund* | \$ 3,865,144 |
| 154 | Victim/Witness Fund* | \$ 209,454 |
| 155 | Solicitor Check Law Fund* | \$ 185,228 |
| 421 | Solid Waste Management Fund* | \$ 4,207,428 |
| 431 | E-911 System Fund* | \$ 1,961,255 |

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

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b. Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to \$500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$1,797,502 posted from the period of January 2000 through December 2011 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

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Setoff Debt: Florence County is hereby authorized to participate in the Setoff Debt Program through the South Carolina Association of Counties on an annual basis as approved by the Florence County Administrator, who is authorized to execute all documentation and direct all designations of personnel participating as necessary.

Florence County
New, Reclass, and Other requests
FY2015/2016

| Department | Description | Cost | | INDEX | | |
|---|--|---------|-----------|--------------------|---------|------|
| | | By Item | Subtotal | Included in Budget | | |
| | | | | No | Yes | |
| Sheriff's Office | Patrol Deputy I (5) (Grade 15) | 215,429 | | 215,429 | - | (N) |
| | Investigator (Grade 19) | 50,457 | | - | 50,457 | (N) |
| | Investigator (Grade 19) | 50,457 | | 50,457 | - | (N) |
| | Deputy Sheriff II (Grade 17) | 46,770 | | 46,770 | - | (N) |
| | Paralegal (Grade 16) | 44,011 | | 44,011 | - | (N) |
| | Subtotal | | 407,124 | | 50,457 | |
| Sheriff's Office - Jail | Correctional Officer (4) (Grade 13) | 167,764 | | 167,764 | - | (N) |
| | Subtotal | | 167,764 | | - | |
| EMS | <i>Addition of one ambulance - 24/72</i> | | | | | |
| | Senior Crew Chief (Grade 22) | 54,811 | | 54,811 | - | (N) |
| | Crew Chiefs (3) (Grade 21) | 159,033 | | 159,033 | - | (N) |
| | Crew Members (4) (Grade 19) | 197,636 | | 197,636 | - | (N) |
| | <i>Change one 12 hour ambulance to 24/72</i> | | | | | |
| | Senior Crew Chief (Grade 22) | 54,811 | | 54,811 | - | (N) |
| | Crew Chief (Grade 21) | 53,011 | | 53,011 | - | (N) |
| | Crew Members (2) (Grade 19) | 98,818 | | 98,818 | - | (N) |
| | Increase to Paramedic pay for nine positions | 98,555 | | - | 98,555 | |
| | Subtotal | | 716,675 | | 98,555 | |
| Coroner | Deputy Coroner (Grade 15) | 48,265 | | 48,265 | - | (N) |
| | Subtotal | | 48,265 | | - | |
| Library | Increase hours for Branch Library Associate from 1560 to 1950 | 4,826 | | - | 4,826 | (BN) |
| | Subtotal | | 4,826 | | 4,826 | |
| TOTAL GENERAL FUND | | | 1,624,290 | 1,396,825 | 227,465 | |
| ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND | | | | | | |
| | Project Manager | 91,149 | | - | 91,149 | (N) |
| | Subtotal | | 91,149 | | | |
| TOTAL ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND | | | 91,149 | - | 91,149 | |
| ECONOMIC DEVELOPMENT PARTNERSHIP FUND | | | | | | |
| | WGA - Project Manager | 1,649 | | - | 1,649 | (BN) |
| | WGA - Econ Devel. Executive Assistant | 3,291 | | - | 3,291 | (BN) |
| | Subtotal | | 4,940 | | | |
| TOTAL ECONOMIC DEVELOPMENT PARTNERSHIP FUND | | | 4,940 | - | 4,940 | |
| LOCAL HOSPITALITY TAX FUND | | | | | | |
| Florence Museum | Reclass Curator of Education (Grade 14 to Grade 15) | 1,539 | | 1,539 | - | |
| | Reclass Secretary II (Grade 10) to Secretary III (Grade 11) | 5,031 | | 5,031 | - | |
| | Reclass Security Manager (Grade 13 to Grade 14) | 3,410 | | 3,410 | - | |
| | Reclass Graphics and Comm. Coordinator (Grade 13 to Grade 14) | 6,815 | | 6,815 | - | |
| | Clerk I (Grade 6) (1560 hours) | 22,383 | | 22,383 | - | (N) |
| | Subtotal | | 39,178 | | 39,178 | |
| TOTAL LOCAL HOSPITALITY TAX FUND | | | 39,178 | | - | |
| E911 FUND | | | | | | |
| | 911 Network Technician | 59,326 | | - | 59,326 | (N) |
| | Subtotal | | 59,326 | | | |
| TOTAL E911 FUND | | | 59,326 | - | 59,326 | |

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2015-2016

SUMMARY OF GENERAL FUND APPROPRIATIONS

| Funct. | Dept | Division | | 12/13 Actual | 13/14 Actual | 14/15 Budget | 15/16 Requested | 15/16 Budget |
|--------|------|----------|---------------------------------|-----------------|-----------------|-----------------|--------------------|-----------------|
| 411 | 418 | 200 | Building | 670,458 | 750,714 | 913,569 | 947,912 | 926,332 |
| 411 | 418 | | Planning & Building Totals | 1,645,977 | 1,740,902 | 2,065,545 | 2,133,111 | 2,085,259 |
| 411 | 419 | 000 | County Complex | 1,302,197 | 1,420,675 | 1,374,112 | 2,604,547 | 1,380,752 |
| 411 | 420 | 000 | Facilities Management | 714,785 | 767,989 | 758,623 | 804,494 | 792,257 |
| 411 | 427 | 000 | Information Technology | 1,477,487 | 2,361,948 | 2,095,477 | 2,401,812 | 2,158,762 |
| 411 | 446 | 000 | Veterans Affairs | 148,773 | 151,385 | 155,822 | 164,657 | 158,311 |
| 411 | 480 | 210 | Senior Citizens Center | 143,259 | 144,662 | 175,036 | 177,871 | 176,321 |
| 411 | 480 | 220 | Lake City Senior Center | 150,182 | 150,182 | 150,187 | 155,187 | 150,187 |
| 411 | 480 | | Senior Center Totals | 293,441 | 294,844 | 325,223 | 333,058 | 326,508 |
| 411 | 485 | 130 | Pee Dee CAA | 9,120 | 9,120 | 9,120 | 9,120 | 9,120 |
| 411 | 485 | 290 | Senior Citizens Association | 9,120 | 9,120 | 9,120 | 15,000 | 63,120 |
| 411 | 485 | 410 | Florence Regional Airport | 82,131 | 82,131 | 82,131 | 82,131 | 82,131 |
| 411 | 485 | 420 | PDRTA | 13,680 | 13,680 | 13,680 | 68,928 | 13,680 |
| 411 | 485 | 510 | Soil & Water Conservation | 3,482 | 3,482 | 3,482 | 3,482 | 3,482 |
| 411 | 485 | 520 | County Agent | 4,560 | 4,560 | 4,560 | 4,560 | 4,560 |
| 411 | 485 | 610 | Stadium Commission | 4,652 | 4,652 | 4,652 | 5,200 | 5,200 |
| 411 | 485 | 850 | Humane Society | 4,560 | 4,560 | 4,560 | 4,560 | 4,560 |
| 411 | 485 | 910 | Pee Dee Council of Governments | 82,131 | 82,131 | 82,131 | 82,131 | 82,131 |
| 411 | 485 | 990 | Legislative Delegation | 4,560 | 4,560 | 4,560 | 4,560 | 4,560 |
| 411 | 485 | | Direct Assistance Totals | 217,996 | 217,996 | 217,996 | 279,672 | 272,544 |
| 411 | 488 | 000 | Contingency | 18,738 | 30,967 | 218,140 | 435,140 | 233,171 |
| 411 | 489 | 100 | Employee Tort Insurance | - | - | - | - | - |
| 411 | 489 | 200 | Employee Blanket Bond | 823 | 1,172 | 801 | 801 | 801 |
| 411 | 489 | 300 | Employee Non-Departmental | 663,071 | 822,503 | 525,614 | 398,077 | 525,614 |
| 411 | 489 | | General Government Other Totals | 663,894 | 823,675 | 526,415 | 398,878 | 526,415 |
| 421 | 421 | 110 | Sheriff's Department | 8,591,237 | 8,871,024 | 9,511,285 | 11,019,593 | 9,473,688 |
| 421 | 421 | 154 | Victim Witness | 53,195 | 60,990 | 52,861 | 57,989 | 56,889 |
| 421 | 421 | 190 | Sheriff's Special Projects | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 |
| 421 | 421 | 200 | County Jail | 6,527,427 | 6,440,123 | 7,406,287 | 7,548,783 | 7,141,030 |
| 421 | 421 | | Law Enforcement Total | 15,203,859 | 15,404,137 | 17,002,433 | 18,658,365 | 16,703,607 |
| 421 | 422 | 100 | Emergency Preparedness | 292,167 | 286,295 | 326,440 | 319,325 | 319,325 |
| 421 | 422 | 200 | Central Dispatch | 1,717,049 | 1,828,792 | 1,896,064 | 1,921,434 | 1,916,127 |
| 421 | 422 | 300 | Radio System | - | - | - | - | - |
| 421 | 422 | | Emergency Management Total | 2,009,216 | 2,115,087 | 2,222,504 | 2,240,759 | 2,235,452 |
| 421 | 426 | | County Radio System | 253,753 | 278,625 | 252,816 | 489,369 | 278,679 |
| 421 | 428 | | County Fire | 24,089 | 96,115 | - | - | - |
| 421 | 481 | 950 | Rural Fire Departments | 13,785 | - | - | - | - |
| 451 | 423 | 000 | Emergency Medical Services | 4,448,484 | 5,152,381 | 5,687,335 | 6,570,765 | 5,735,107 |
| 451 | 424 | 100 | Timmonsville Rescue | 323,012 | 173,699 | 174,711 | 330,070 | 174,711 |
| 451 | 424 | 300 | Olanda Rescue | 33,660 | - | - | - | - |
| 451 | 424 | 400 | Hannah Salem Friendfield Rescue | 43,637 | - | - | - | - |
| 451 | 424 | 500 | Johnsonville Rescue | 47,968 | 148,493 | 148,655 | 148,655 | 148,655 |
| 451 | 424 | 600 | Pamlico Rescue | 33,167 | 35,749 | 35,845 | 55,645 | 38,345 |
| 451 | 424 | 700 | Windy Hill Rescue | 8,026 | - | - | - | - |
| 451 | 424 | 800 | Johnsonville Rural Fire | 18,497 | - | - | - | - |
| 451 | 424 | 991 | Lake City Rural Fire | 4,752 | - | - | - | - |
| 451 | 424 | 992 | Coward Rural Fire | 1,927 | - | - | - | - |
| 451 | 424 | 993 | Scranton Rural Fire | - | - | - | - | - |
| 451 | 424 | 994 | Howe Springs Rural Fire | 1,927 | - | - | - | - |
| 451 | 424 | 995 | West Florence Rural Fire | 11,294 | - | - | - | - |
| 451 | 424 | | Rescue Squads Total | 527,867 | 357,941 | 359,211 | 534,370 | 1 |

FLORENCE COUNTY
Fund 10

Function 411 Department 488 Contingency Fund

| Department Expenses | | 12/13 Actual | 13/14 Actual | 14/15 Budget | 15/16 Requested | 15/16 Budget |
|----------------------------|------------------|-----------------|-----------------|-----------------|--------------------|-----------------|
| Operational Expense | | | | | | |
| 8800 | CONTINGENCY | 9,238 | 21,467 | 208,640 | 440,640 | 223,671 |
| 8810 | LEGISLATIVE DAY | 9,500 | 9,500 | 9,500 | 9,500 | 9,500 |
| 8820 | WELLNESS PROGRAM | - | - | - | - | - |
| 8840 | PIO/WEBSITE | - | - | - | - | - |
| | | <u>18,738</u> | <u>30,967</u> | <u>218,140</u> | <u>450,140</u> | <u>233,171</u> |
| Total | | <u>18,738</u> | <u>30,967</u> | <u>218,140</u> | <u>450,140</u> | <u>233,171</u> |

NOTES:

The \$9,500 appropriation is Florence County's share of the cost of the annual Florence County Legislative Day held in Columbia.

Function 421 Department 421 Division 110 Sheriff's Office

| Division Expenses | | 12/13 | 13/14 | 14/15 | 15/16 | 15/16 |
|-----------------------------|--------------------------------------|------------------|------------------|------------------|------------------|------------------|
| | | Actual | Actual | Budget | Requested | Budget |
| Personal Services | | | | | | |
| 100 | SALARIES & WAGES | 4,272,123 | 4,376,526 | 4,895,266 | 5,284,378 | 5,026,208 |
| 101 | FICA CONTRIBUTION | 326,923 | 332,813 | 387,110 | 416,877 | 397,127 |
| 102 | INSURANCE-HEALTH & LIFE | 714,961 | 865,576 | 876,710 | 922,536 | 878,344 |
| 103 | STATE RETIREMENT CONTRIBUTION | 51,752 | 46,714 | 58,585 | 70,002 | 66,461 |
| 105 | POLICE RETMNT II CONTRIBUTION | 489,914 | 528,988 | 602,059 | 655,862 | 624,850 |
| 112 | WORKMENS COMPENSATION | 66,698 | 63,487 | 102,510 | 103,510 | 72,510 |
| 113 | UNEMPLOYMENT INSURANCE | 4,733 | 5,374 | 12,878 | 12,878 | - |
| 115 | WAGES O/T | 204,428 | 162,998 | 134,000 | 142,500 | 142,500 |
| 132 | BPS EXP (OSHA)- VACCINE & TRAINING | 162 | - | 3,200 | 3,200 | - |
| | | <u>6,131,694</u> | <u>6,382,476</u> | <u>7,072,318</u> | <u>7,611,743</u> | <u>7,208,000</u> |
| Operational Expenses | | | | | | |
| 1100 | SPLYS & PRTG | 35,487 | 23,416 | 25,000 | 25,000 | 24,000 |
| 1200 | CONSULTING, TECH FEES | 1,014 | 1,461 | 2,000 | 2,000 | 1,500 |
| 1300 | DUES, SUBSCRIPTIONS | 11,654 | 12,973 | 12,500 | 12,900 | 12,500 |
| 1400 | SURETY BONDS | 21 | - | 45 | 45 | 45 |
| 1500 | INSURANCE-VEHICLE & BUILDING | 87,560 | 93,050 | 95,930 | 115,000 | 96,000 |
| 1501 | INSURANCE - TORT PROFESS. LIABILITY | 87,638 | 93,399 | 89,192 | 95,512 | 89,000 |
| 1504 | INSURANCE - DATA PROCESSING | 962 | 1,197 | 1,000 | 1,200 | 1,200 |
| 1505 | INSURANCE - BUILDING & PROPERTY | 875 | 879 | 885 | 1,000 | 1,000 |
| 1508 | INSURANCE - INLAND MARINE | 1,464 | 1,280 | 1,275 | 1,275 | 1,275 |
| 2000 | UNIFORMS & CLOTHES | 91,889 | 59,508 | 60,000 | 87,000 | 60,000 |
| 3000 | FUEL / GASOLINE AND DIESEL | 675,385 | 677,756 | 650,676 | 725,676 | 520,000 |
| 3100 | RENTS AND LEASES / EQUIPMENT | 49,555 | 45,111 | 50,000 | 50,000 | 45,000 |
| 4500 | REPAIRS TO BLDGS | 3,627 | 66 | 1,000 | 1,000 | - |
| 4700 | SPECIALIZED DEPT. SUPPLIES | 42,064 | 35,024 | 20,000 | 27,800 | 20,000 |
| 4707 | SPECIALIZED DEPT. SUPPLIES | 1,770 | 9,441 | 7,500 | 10,000 | 7,500 |
| 4709 | SPECIALIZED DEPT. SUPPLIES- DRUG LAB | - | 4,969 | 5,000 | 5,000 | 5,000 |
| 4800 | TITLES, TAGS, VEHICLES | 946 | 613 | 1,000 | 1,000 | 1,000 |
| 4900 | MAINT/REPAIRS (NON CONTRACT) | 8,181 | 574 | 3,500 | 3,500 | 1,000 |
| 5000 | POSTAGE | 10,935 | 8,079 | 7,500 | 7,500 | 7,500 |
| 5100 | TRAVEL & SUBSISTENCE | 26,094 | 16,024 | 15,000 | 15,000 | 15,000 |
| 5200 | TRAINING TO EMPLOYEES | 11,264 | 4,399 | 5,000 | 5,000 | 5,000 |
| 6100 | ELECTRICITY & GAS | 6,588 | 7,281 | 6,750 | 8,750 | 7,150 |
| 6200 | TELEPHONE | 130,261 | 120,013 | 125,200 | 127,180 | 122,180 |
| 6300 | WATER | 233 | 353 | 350 | 350 | 350 |
| 6400 | MAINT & SVC CNTRCTS | 122,839 | 51,696 | 75,069 | 90,069 | 79,569 |
| 6467 | MAINT & SVC CNTRCTS- NWS | - | 53,542 | 57,825 | 57,825 | 57,825 |
| 6469 | MAINT & SVC CNTRCTS- AVIATION | - | - | - | 320,000 | 20,000 |
| 6481 | CONTRACT-VEHICLE MAINTENANCE FVS | 139,285 | 116,783 | 277,168 | 283,968 | 157,168 |
| 6550 | R/SYS (NON-800 MHZ MAIN) | 37,735 | 34,158 | 30,000 | 30,000 | 30,000 |
| 6600 | CLEANING & SANITATION | 478 | 718 | 700 | 700 | 700 |
| 6800 | BOOKS AND PUBLICATIONS | 280 | 400 | 500 | 500 | 500 |
| 6900 | ADVERTISING AND PROMOTION | 4,691 | 7,784 | 4,323 | 4,323 | 4,323 |
| 8200 | NON-EXPENDABLE SUPPLIES | 10,738 | 11,287 | 8,720 | 14,825 | 8,720 |
| 8400 | EQUIPMENT LESS THAN \$1,000 | 69,588 | - | - | - | - |
| 8900 | RESERVED | 21,018 | - | 5,500 | 7,988 | - |
| 8926 | RESERVED- CONTRACT SERVICE | 123,012 | 121,727 | 123,012 | 123,012 | 145,679 |
| 9000 | DIRECT ASSISTANCE | 920 | 25 | 1,000 | 1,000 | - |
| | | <u>1,816,051</u> | <u>1,614,986</u> | <u>1,770,120</u> | <u>2,262,898</u> | <u>1,547,684</u> |

Capital Outlay

| | | | | | |
|-----------------------------------|------------------|------------------|------------------|-------------------|------------------|
| 8600 CAPITAL IMPROVEMENTS | - | (7,631) | 1,000 | 1,000 | 1,000 |
| 9100 VEHICLES | 514,250 | 621,123 | 568,892 | 780,599 | 601,87 |
| 9200 EQUIPMENT | 66,555 | 167,059 | 74,975 | 163,954 | 85,6 |
| 9300 OFFICE FURNITURE & EQUIPMENT | 997 | 4,093 | 2,500 | 2,500 | 2,500 |
| 9400 COMMUNICATIONS EQUIPMENT | 811 | 22,834 | 3,480 | 129,499 | 15,000 |
| 9500 COMPUTER EQUIPMENT | 25,329 | 53,120 | - | 36,000 | - |
| 9600 WEAPONS | 2,506 | 5,570 | 4,000 | 18,800 | 4,000 |
| 9602 BULLET PROOF VESTS | 33,044 | 7,394 | 14,000 | 12,600 | 8,000 |
| | <u>643,492</u> | <u>873,562</u> | <u>668,847</u> | <u>1,144,952</u> | <u>718,004</u> |
| Total | <u>8,591,237</u> | <u>8,871,024</u> | <u>9,511,285</u> | <u>11,019,593</u> | <u>9,473,688</u> |

| Personnel | Grade | Salaried/Hourly | Hours/Year |
|-------------------------------------|-------|-----------------|------------|
| 1 SHERIFF | N/A | SALARIED | N/A |
| 1 CHIEF DEPUTY SHERIFF | 33 | SALARIED | N/A |
| 1 OFFICE COORDINATOR | 17 | HOURLY | 2080 |
| 1 ADMINISTRATIVE MANAGER | 27 | SALARIED | N/A |
| 2 CAPTAIN/UNIFORMED | 27 | SALARIED | N/A |
| 1 CAPTAIN/INVESTIGATIONS | 27 | SALARIED | N/A |
| 1 MAJOR/GENERAL COUNSEL | 27 | SALARIED | N/A |
| 8 LIEUTENANT/UNIFORMED | 23 | SALARIED | N/A |
| 1 LIEUTENANT/SPECIAL INVESTIGATIONS | 23 | SALARIED | N/A |
| 2 LIEUTENANT/INVESTIGATOR | 23 | SALARIED | N/A |
| 1 CAPTAIN/BUSINESS RELATIONS | 23 | SALARIED | N/A |
| 1 LIEUTENANT/TRAINING OFFICER | 23 | SALARIED | N/A |
| 1 CAPTAIN/SPECIAL OPERATIONS | 23 | SALARIED | N/A |
| 21 INVESTIGATOR / SHERIFF | 19 | HOURLY | 2220 |
| 1 SERGEANT-COURTROOM | 19 | HOURLY | 2220 |
| 1 LIEUTENANT/COURTROOM | 23 | SALARIED | N/A |
| 6 SERGEANTS-SHIFT SERGEANTS | 19 | HOURLY | 2220 |
| 34 DEPUTY SHERIFFS | 15 | HOURLY | 2220 |
| 1 SERGEANT-FLEET MANAGER | 19 | HOURLY | 2220 |
| 1 FISCAL TECHNICIAN II | 15 | HOURLY | 1950 |
| 8 DEPUTY SHERIFF II/CEU | 17 | HOURLY | 2220 |
| 4 CORPORAL/FTO | 17 | HOURLY | 2220 |
| 1 SERGEANT/TRAINING | 19 | HOURLY | 2220 |
| 2 EVIDENCE TECHNICIAN | 16 | HOURLY | 2220 |
| 1 LIEUTENANT/FORENSICS | 23 | SALARIED | N/A |
| 3 FORENSIC TECHNICIAN | 17 | HOURLY | 2220 |
| 1 SERGEANT/WARRANTS | 19 | HOURLY | 2220 |
| 1 CDV INVESTIGATOR SHERIFF | 19 | HOURLY | 2220 |
| 1 INVESTIGATOR/GANG-JUVENILE CRIME | 19 | HOURLY | 2220 |
| 1 FISCAL TECHNICIAN | 13 | HOURLY | 2080 |
| 1 RECORDS MANAGER | 16 | HOURLY | 2080 |
| 6 CLERK II / ANALYST | 9 | HOURLY | 2080 |
| 1 OFFICE MANAGER HOURLY | 12 | HOURLY | 2080 |
| 1 OFFICE MANAGER/NARCOTICS | 12 | HOURLY | 2080 |
| 1 PROCESS MANAGER | 12 | HOURLY | 2080 |
| 1 UCR MANAGER | 12 | HOURLY | 2080 |
| 1 LEGAL RECORDS CLERK III | 10 | HOURLY | 1950 |
| 1 CLERK II / WARRANTS | 9 | HOURLY | 2080 |
| 1 SERGEANT/COMMUNITY AWARENESS | 19 | HOURLY | 2220 |
| 1 LIEUTENANT - DRUG ID ANALYST | 23 | SALARIED | N/A |

125 TOTAL

Personnel changes included in budget:

| | | | |
|--------------------------|----|--------|------|
| 1 INVESTIGATOR / SHERIFF | 19 | HOURLY | 2220 |
|--------------------------|----|--------|------|

126 TOTAL

Function 421 Department 421 Division 200 Sheriff's Office- County Jail

| Division Expenses | | 12/13 | 13/14 | 14/15 | 15/16 | 15/16 |
|---|--|------------------|------------------|------------------|------------------|------------------|
| | | Actual | Actual | Budget | Requested | Budget |
| Personal Services | | | | | | |
| 100 SALARIES & WAGES | | 2,795,431 | 2,906,230 | 3,565,627 | 3,592,163 | 3,472,163 |
| 101 FICA CONTRIBUTION | | 219,441 | 223,417 | 286,923 | 288,953 | 279,773 |
| 102 INSURANCE-HEALTH & LIFE | | 471,565 | 559,057 | 635,795 | 638,627 | 616,531 |
| 103 STATE RETIREMENT CONTRIBUTION | | 68,555 | 75,761 | 75,607 | 81,507 | 81,507 |
| 105 POLICE RETMNT II CONTRIBUTION | | 290,369 | 301,708 | 408,069 | 414,432 | 397,944 |
| 112 WORKMENS COMPENSATION | | 44,188 | 40,018 | 77,355 | 81,507 | 57,355 |
| 113 UNEMPLOYMENT INSURANCE | | 6,188 | - | 19,100 | 19,100 | 4,100 |
| 115 WAGES-O/T | | 216,046 | 175,342 | 175,000 | 175,000 | 175,000 |
| 123 FRINGE/ UNIFORMS | | 2,175 | 2,366 | 2,083 | 2,083 | 2,083 |
| 132 BPS EXP (OSHA)- VACCINE & TRAINING | | - | - | 3,600 | 3,600 | - |
| | | <u>4,113,958</u> | <u>4,283,899</u> | <u>5,249,159</u> | <u>5,296,972</u> | <u>5,086,456</u> |
| Operational Expenses | | | | | | |
| 1100 SPLYS & PRTG | | 20,322 | 16,709 | 18,000 | 18,000 | 17,000 |
| 1300 DUES, SUBSCRIPTIONS | | 8,844 | 14,219 | 15,050 | 20,250 | 14,050 |
| 1301 LICENSE FEE - JAIL BOILER | | 50 | 225 | 275 | 275 | 275 |
| 1500 INSUR-VEH & BLDG | | 8,341 | 9,274 | 10,500 | 12,000 | 10,000 |
| 1501 INSURANCE - TORT PROFESS. LIABILITY | | 60,420 | 62,641 | 70,000 | 73,000 | 68,000 |
| 1504 INSURANCE- DATA PROCESSING | | - | - | - | - | - |
| 1505 INSURANCE - BUILDING & PROPERTY | | 22,825 | 23,493 | 24,000 | 25,000 | 24,000 |
| 1508 INSURANCE- INLAND MARINE | | - | 63 | - | - | - |
| 2000 UNIFORMS & CLOTHES | | 24,823 | 23,008 | 35,451 | 45,251 | 35,451 |
| 2200 MEDICAL SUPPLIES | | 7,446 | 8,931 | 10,000 | 10,000 | 9,000 |
| 3000 FUEL / GASOLINE AND DIESEL | | 42,499 | 54,890 | 47,305 | 47,305 | 47,305 |
| 3100 RENTS AND LEASES / EQUIPMENT | | 26,226 | 23,205 | 26,500 | 20,000 | 20,000 |
| 3500 EQUIPMENT REPAIRS | | 18,502 | 21,231 | 18,000 | 18,000 | 18,000 |
| 4000 BUILDING MATERIALS | | 8,348 | 11,472 | 9,000 | 9,000 | 9,000 |
| 4100 PAINTING SUPPLIES | | 656 | 690 | 1,000 | 2,000 | 1,000 |
| 4300 ELECTRICAL SUPPLIES | | 4,227 | 4,583 | 5,500 | 10,000 | 5,500 |
| 4400 SMALL HAND TOOLS | | 877 | 383 | 1,100 | 1,100 | 600 |
| 4500 REPAIRS TO BLDGS | | 6,164 | 2,319 | 8,000 | 13,000 | 13,000 |
| 4700 SPECIALIZED DEPT. SUPPLIES | | 11,455 | 9,622 | 12,700 | 12,700 | 9,700 |
| 4705 SPECIALIZED SUPPLIES / INMATES | | 12,493 | 1,406 | 12,500 | 12,500 | 3,500 |
| 4708 INMATE SUPPLIES- INDEIGENT/ BASIC | | 14,255 | 13,799 | 14,500 | 14,500 | 14,500 |
| 4771 SUPPLIES(JAIL)SHEETS, TOWELS | | 53,929 | 15,024 | 25,000 | 25,000 | 15,000 |
| 4800 TITLES, TAGS, VEHICLES | | - | - | 50 | 50 | 50 |
| 4900 MAINT/REPAIRS (NON CONTRACT) | | 6,193 | 13,194 | 7,500 | 7,500 | 7,500 |
| 5000 POSTAGE | | 798 | 1,139 | 1,500 | 1,500 | 1,500 |
| 5100 TRAVEL & SUBSISTENCE | | 15,583 | 13,983 | 15,525 | 16,825 | 15,525 |
| 5200 TRAINING TO EMPLOYEES | | 11,509 | 7,797 | 8,500 | 8,500 | 8,500 |
| 5500 FOOD SERVICE (JAIL) | | 490,884 | 455,343 | 455,000 | 465,000 | 428,500 |
| 5520 KTCHN SPLYS & EXPNDBL EQPT | | 52,805 | 48,609 | 55,000 | 60,000 | 55,000 |
| 6100 ELECTRICITY & GAS | | 434,751 | 402,204 | 396,000 | 406,000 | 396,000 |
| 6170 PROPANE GAS (JAIL) | | 85,988 | 69,532 | 80,000 | 80,000 | 70,000 |
| 6200 TELEPHONE | | 17,516 | 18,949 | 20,000 | 20,000 | 19,000 |
| 6300 WATER | | 105,466 | 95,910 | 100,500 | 100,500 | 95,500 |
| 6400 MAINT & SVC CNTRCTS | | 221,060 | 178,075 | 170,670 | 176,107 | 170,670 |
| 6468 MAINT & SVC CNTRCTS- RMS/JMS SYSTEM | | - | 53,542 | 57,825 | 57,825 | 57,825 |
| 6470 CONTRACT-JUVENILE DETENTION | | 27,371 | 17,650 | 28,000 | 28,000 | 18,000 |
| 6472 CONTRACT-MEDICAL/DENTAL | | 166,169 | 83,195 | 112,110 | 112,110 | 92,110 |
| 6473 CONTRACT-PROGRAM SERVICES | | 34,640 | 35,721 | 35,532 | 39,000 | 39,000 |
| 6481 CONTRACT-VEHICLE MAINTENANCE FVS | | 4,894 | 2,885 | 8,625 | 10,000 | 8,500 |
| 6550 RADIO SYSTEM/NON-800 MHZ MAINTENANCI | | 1,197 | - | 1,100 | 1,100 | - |
| 6670 JANITORIAL (JAIL) | | 97,793 | 79,843 | 95,000 | 95,000 | 85,000 |
| 6800 BOOKS & PUBLICATIONS | | 879 | 18 | 765 | 765 | 765 |
| 8200 NON-EXPENDABLE SUPPLIES | | 1,510 | 999 | 2,500 | 2,500 | 2,500 |
| 8400 EQUIPMENT LESS THAN \$1,000 | | 5,696 | 1,662 | 4,500 | 6,500 | 2,500 |
| | | <u>2,135,404</u> | <u>1,897,437</u> | <u>2,020,583</u> | <u>2,083,663</u> | <u>1,908,826</u> |

FLORENCE COUNTY
Fund 10

Capital Outlay

| | | | | | |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|
| 8600 CAPITAL IMPROVEMENTS | 99,419 | 30,431 | 31,200 | 45,200 | 35,200 |
| 9100 VEHICLES | 50,333 | 23,865 | 51,257 | 49,810 | 49,810 |
| 9200 EQUIPMENT | 18,810 | 101,117 | 2,400 | 10,800 | 10,800 |
| 9300 OFFICE FURNITURE & EQUIPMENT | 5,004 | 912 | 1,000 | 1,000 | 1,000 |
| 9500 COMPUTER EQUIPMENT | 90,573 | 98,289 | 41,750 | 50,000 | 40,000 |
| 9600 WEAPONS | 12,317 | 1,655 | 5,625 | 5,625 | 5,625 |
| 9602 BULLET PROOF VESTS | 1,609 | 2,518 | 3,313 | 5,713 | 3,313 |
| | <u>278,065</u> | <u>258,787</u> | <u>136,545</u> | <u>168,148</u> | <u>145,748</u> |
| Total | <u>6,527,427</u> | <u>6,440,123</u> | <u>7,406,287</u> | <u>7,548,783</u> | <u>7,141,030</u> |

| Personnel | Grade | Salaried/Hourly | Hours/Year |
|---------------------------------|-------|-----------------|------------|
| 1 DETENTION CENTER DIRECTOR | 32 | SALARIED | N/A |
| 1 CAPTAIN/DEPUTY ADMINISTRATOR | 27 | SALARIED | N/A |
| 4 LIEUTENANT (JAIL) | 23 | SALARIED | N/A |
| 1 LIEUTENANT/SECURITY | 23 | SALARIED | N/A |
| 1 SERGEANT/TRAINING OFCR (JAIL) | 19 | HOURLY | 2220 |
| 1 SERGEANT/COURT OFFICER (JAIL) | 19 | HOURLY | 2220 |
| 4 SERGEANT/SHIFT SUPV (JAIL) | 19 | HOURLY | 2220 |
| 5 CORRECTIONAL CORPORAL | 17 | HOURLY | 2220 |
| 1 SYSTEMS ADMINISTRATOR | 23 | HOURLY | 2080 |
| 60 CORRECTIONAL OFFICERS | 13 | HOURLY | 2220 |
| 1 PREA INVESTIGATOR | 19 | HOURLY | 2220 |
| 1 REGISTERED NURSE | 27 | SALARIED | N/A |
| 2 LPN | 19 | HOURLY | 2080 |
| 1 PHYSICIAN (PT) | N/A | SALARIED | N/A |
| 1 FOOD SVC DIRECTOR (JAIL) | 19 | SALARIED | N/A |
| 3 COOK (JAIL) | 11 | HOURLY | 2080 |
| 1 OFFICE MANAGER HOURLY(JAIL) | 12 | HOURLY | 2080 |
| 1 IT COMPUTER TECHNICIAN | 17 | HOURLY | 2080 |
| 1 INMATE SERVICES CLERK | 11 | HOURLY | 2080 |
| 2 RECEPTION CLERK | 9 | HOURLY | 2080 |
| 1 MAINTENANCE SUPERVISOR (JAIL) | 22 | SALARIED | N/A |
| 2 MAINTENANCE TECHNICIAN (JAIL) | 12 | HOURLY | 2080 |
| 1 CUSTODIAN III (JAIL) | 12 | HOURLY | 2080 |
| 2 CUSTODIAN II (JAIL) | 10 | HOURLY | 2080 |
| 2 RELEASE CORRECTIONAL OFFICERS | 13 | HOURLY | 2220 |

101 TOTAL

| Capital | Budget |
|----------------------------|----------------|
| UPGRADE TO BUILDING | 35,200 |
| MINIVAN | 24,905 |
| CHARGER - UNMARKED | 24,905 |
| MISC EQUIPMENT | 10,800 |
| MISC FURNITURE | 1,000 |
| REPLACE COMPUTER EQUIPMENT | 40,000 |
| NEW AND REPLACEMENT TASERS | 5,625 |
| BULLET PROOF VESTS (6) | 3,313 |
| Total | <u>145,748</u> |

Function 421 Department 421 Sheriff's Office - SUMMARY

| Department Expenses | | 12/13 | 13/14 | 14/15 | 15/16 | 15/16 |
|-----------------------------|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | Actual | Actual | Budget | Requested | Budget |
| Personal Services | | | | | | |
| 100 | SALARIES & WAGES | 7,108,607 | 7,323,810 | 8,501,579 | 8,920,725 | 8,542,555 |
| 101 | FICA CONTRIBUTION | 549,294 | 559,139 | 677,146 | 709,210 | 680,280 |
| 102 | INSURANCE-HEALTH & LIFE | 1,192,853 | 1,431,923 | 1,520,102 | 1,568,412 | 1,502,124 |
| 103 | STATE RETIREMENT CONTRIBUTION | 120,307 | 122,475 | 134,192 | 151,509 | 147,968 |
| 105 | POLICE RETMNT II CONTRIBUTION | 785,261 | 835,861 | 1,015,499 | 1,076,276 | 1,028,776 |
| 112 | WORKMENS COMPENSATION | 110,942 | 104,069 | 180,003 | 185,155 | 130,003 |
| 113 | UNEMPLOYMENT INSURANCE | 10,921 | 5,374 | 31,978 | 31,978 | 4,100 |
| 115 | WAGES O/T | 420,474 | 338,340 | 309,000 | 317,500 | 317,500 |
| 123 | FRINGE / UNIFORMS | 2,175 | 2,366 | 2,083 | 2,083 | 2,083 |
| 132 | BPS EXP (OSHA)- VACCINE & TRAINING | 162 | - | 6,800 | 6,800 | - |
| | | 10,300,996 | 10,723,357 | 12,378,382 | 12,969,648 | 12,355,389 |
| Operational Expenses | | | | | | |
| 1100 | SPLYS & PRTG | 55,809 | 40,125 | 43,000 | 43,000 | 41,000 |
| 1200 | CONSULTING, TECH FEES | 1,014 | 1,461 | 2,000 | 2,000 | 1,500 |
| 1300 | DUES, SUBSCRIPTIONS | 20,498 | 27,192 | 27,550 | 33,150 | 26,550 |
| 1301 | LICENSE FEE - JAIL BOILER | 50 | 225 | 275 | 275 | 275 |
| 1400 | SURETY BONDS | 21 | - | 45 | 45 | 45 |
| 1500 | INSURANCE-VEHICLE & BUILDING | 96,528 | 103,047 | 107,430 | 128,000 | 107,000 |
| 1501 | INSURANCE - TORT PROFESS. LIABILITY | 148,781 | 156,040 | 159,915 | 169,235 | 157,723 |
| 1504 | INSURANCE - DATA PROCESSING | 962 | 1,197 | 1,000 | 1,200 | 1,200 |
| 1505 | INSURANCE - BUILDING & PROPERTY | 23,700 | 24,372 | 24,885 | 26,000 | 25,000 |
| 1508 | INSURANCE - INLAND MARINE | 1,464 | 1,343 | 1,275 | 1,275 | 1,275 |
| 2000 | UNIFORMS & CLOTHES | 116,712 | 82,516 | 95,451 | 132,251 | 95,451 |
| 2200 | MEDICAL SUPPLIES | 7,446 | 8,931 | 10,000 | 10,000 | 9,000 |
| 3000 | FUEL / GASOLINE AND DIESEL | 721,271 | 735,931 | 701,881 | 777,981 | 571,205 |
| 3100 | RENTS AND LEASES / EQUIPMENT | 75,781 | 68,316 | 76,500 | 70,000 | 65,000 |
| 3500 | EQUIPMENT REPAIRS | 18,502 | 21,231 | 18,000 | 18,000 | 18,000 |
| 4000 | BUILDING MATERIALS | 8,348 | 11,472 | 9,000 | 9,000 | 9,000 |
| 4100 | PAINTING SUPPLIES | 656 | 690 | 1,000 | 2,000 | 1,000 |
| 4300 | ELECTRICAL SUPPLIES | 4,227 | 4,583 | 5,500 | 10,000 | 5,500 |
| 4400 | SMALL HAND TOOLS | 877 | 383 | 1,100 | 1,100 | 600 |
| 4500 | REPAIRS TO BLDGS | 9,791 | 2,385 | 9,000 | 14,000 | 13,000 |
| 4700 | SPECIALIZED DEPT. SUPPLIES | 53,519 | 44,646 | 32,700 | 40,500 | 29,700 |
| 4705 | SPECIALIZED SUPPLIES / INMATES | 12,493 | 1,406 | 12,500 | 12,500 | 3,500 |
| 4707 | SPECIALIZED DEPT. SUPPLIES | 1,770 | 9,441 | 7,500 | 10,000 | 7,500 |
| 4708 | INMATE SUPPLIES- INDIGENT / BASIC | 14,255 | 13,799 | 14,500 | 14,500 | 14,500 |
| 4709 | SPECIALIZED DEPT. SUPPLIES- DRUG LAB | - | 4,969 | 5,000 | 5,000 | 5,000 |
| 4771 | SUPPLIES (JAIL) SHEETS, TOWELS | 53,929 | 15,024 | 25,000 | 25,000 | 15,000 |
| 4800 | TITLES, TAGS, VEHICLES | 946 | 613 | 1,050 | 1,050 | 1,050 |
| 4900 | MAINT/REPAIRS (NON CONTRACT) | 14,374 | 13,768 | 11,000 | 11,000 | 8,500 |
| 5000 | POSTAGE | 11,733 | 9,218 | 9,000 | 9,000 | 9,000 |
| 5100 | TRAVEL & SUBSISTENCE | 41,677 | 30,007 | 30,525 | 31,825 | 30,525 |
| 5200 | TRAINING TO EMPLOYEES | 22,773 | 12,196 | 13,500 | 13,500 | 13,500 |
| 5500 | FOOD SERVICE (JAIL) | 490,884 | 455,343 | 455,000 | 465,000 | 428,500 |
| 5520 | KITCHEN SPLYS & EXPENDABLE EQUIP | 52,805 | 48,609 | 55,000 | 60,000 | 55,000 |
| 6100 | ELECTRICITY & GAS | 441,339 | 409,485 | 402,750 | 414,750 | 403,150 |
| 6170 | PROPANE GAS (JAIL) | 85,988 | 69,532 | 80,000 | 80,000 | 70,000 |
| 6200 | TELEPHONE | 147,777 | 138,962 | 145,200 | 147,180 | 141,180 |
| 6300 | WATER | 105,699 | 96,263 | 100,850 | 100,850 | 95,850 |
| 6400 | MAINT & SVC CNTRCTS | 343,899 | 229,771 | 245,739 | 266,176 | 250,239 |
| 6467 | MAINT & SVC CNTRCTS- NWS | - | 53,542 | 57,825 | 57,825 | 57,825 |
| 6468 | MAINT & SVC CNTRCTS- RMS/JMS SYSM | - | 53,542 | 57,825 | 57,825 | 57,825 |
| 6469 | MAINT & SVC CNTRCTS- AVIATION | - | - | - | 320,000 | 20,000 |
| 6470 | CONTRACT-JUVENILE DETENTION | 27,371 | 17,650 | 28,000 | 28,000 | 18,000 |
| 6472 | CONTRACT- MEDICAL / DENTAL | 166,169 | 83,195 | 112,110 | 112,110 | 92,110 |
| 6473 | CONTRACT- PROGRAM SERVICES | 34,640 | 35,721 | 35,532 | 39,000 | 39,000 |
| 6481 | CONTRACT-VEHICLE MAINTENANCE FVS | 144,179 | 119,668 | 286,126 | 294,301 | 166,001 |
| 6550 | R/SYS (NON-800 MHZ MAIN) | 38,932 | 34,158 | 31,100 | 31,100 | 30,000 |
| 6600 | CLEANING & SANITATION | 478 | 718 | 700 | 700 | 700 |
| 6670 | JANITORIAL (JAIL) | 97,793 | 79,843 | 95,000 | 95,000 | 85,000 |
| 6800 | BOOKS AND PUBLICATIONS | 1,159 | 418 | 1,265 | 1,265 | 1,265 |
| 6900 | ADVERTISING AND PROMOTION | 4,691 | 7,784 | 4,323 | 4,323 | 4,323 |

FLORENCE COUNTY
Fund 10

| | | | | | |
|-----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 8200 NON-EXPENDABLE SUPPLIES | 12,248 | 12,286 | 11,220 | 17,325 | 11,220 |
| 8400 EQUIPMENT LESS THAN \$1,000 | 75,284 | 1,662 | 4,500 | 6,500 | 2,500 |
| 8900 RESERVED | 21,018 | - | 5,500 | 7,988 | - |
| 8926 RESERVED- CONTRACT SERVICE | 123,012 | 121,727 | 123,012 | 123,012 | 145,671 |
| 8970 OPERATIONAL CHARGE BACK | (6,886) | - | (10,000) | (10,000) | (10,000) |
| 9000 DIRECT ASSISTANCE | 32,920 | 32,025 | 33,000 | 33,000 | 32,000 |
| | <u>3,981,306</u> | <u>3,548,431</u> | <u>3,818,659</u> | <u>4,375,617</u> | <u>3,484,466</u> |
| Capital Outlay | | | | | |
| 8600 CAPITAL IMPROVEMENTS | 99,419 | 22,800 | 32,200 | 46,200 | 36,200 |
| 9100 VEHICLES | 564,583 | 644,988 | 620,149 | 830,409 | 651,660 |
| 9200 EQUIPMENT | 85,365 | 268,176 | 77,375 | 174,754 | 96,454 |
| 9300 OFFICE FURNITURE & EQUIPMENT | 6,001 | 5,005 | 3,500 | 3,500 | 3,500 |
| 9400 COMMUNICATIONS EQUIPMENT | 811 | 22,834 | 3,480 | 129,499 | 15,000 |
| 9500 COMPUTER EQUIPMENT | 115,902 | 151,409 | 41,750 | 86,000 | 40,000 |
| 9600 WEAPONS | 14,823 | 7,225 | 9,625 | 24,425 | 9,625 |
| 9602 BULLET PROOF VESTS | 34,653 | 9,912 | 17,313 | 18,313 | 11,313 |
| | <u>921,557</u> | <u>1,132,349</u> | <u>805,392</u> | <u>1,313,100</u> | <u>863,752</u> |
| Total | <u>15,203,859</u> | <u>15,404,137</u> | <u>17,002,433</u> | <u>18,658,365</u> | <u>16,703,607</u> |

**FLORENCE COUNTY
SUMMARY OF APPROPRIATIONS
ALL FUNDS OTHER THAN THE GENERAL FUND**

| Fund | Dept. | Div. | | 12/13 Actual | 13/14 Actual | 14/15 Budget | 15/16 Requested | 15/16 Budget |
|------|-------|------|--|-----------------|-----------------|-----------------|--------------------|-----------------|
| 37 | 428 | 120 | United Fire Protection - Windy Hill | - | - | 1,011,256 | 1,153,756 | 1,011,256 |
| | | 130 | United Fire Protection - Howe Springs | - | - | 1,042,988 | 1,177,193 | 1,042,988 |
| | | 200 | United Fire Protection - Hannah/Salem | - | - | 381,370 | 420,210 | 381,370 |
| | | 330 | United Fire Protection - Olanta | - | - | 319,915 | 454,700 | 319,915 |
| | | 400 | United Fire Protection - Sardis Timmons ville | - | - | 387,995 | 581,975 | 387,995 |
| | | 500 | United Fire Protection - Johnsonville | - | - | 499,563 | 620,700 | 499,563 |
| | | 900 | United Fire Protection - Administrative | - | - | 160,832 | 117,845 | 119,057 |
| | | | Total of Fund 37: | - | - | 4,987,410 | 4,526,379 | 3,762,144 |
| 45 | | | Debt Service Fund | 3,723,817 | - | 3,966,684 | 4,134,122 | 4,134,122 |
| | | | Total of Fund 45: | 3,723,817 | - | 3,966,684 | 4,134,122 | 4,134,122 |
| 49 | | | Fire and First Responder Debt Service Fund | - | - | - | 890,000 | 890,000 |
| | | | Total of Fund 49: | - | - | - | 890,000 | 890,000 |
| 111 | | | Economic Development Capital Project Fund | 36,765 | - | 2,680,000 | 1,810,000 | 1,810,000 |
| | | | Total of Fund 111: | 36,765 | - | 2,680,000 | 1,810,000 | 1,810,000 |
| 112 | 465 | 100 | Public Funds | 356,223 | 346,055 | 439,749 | 463,901 | 451,901 |
| | | | Total of Fund 112: | 356,223 | 346,055 | 439,749 | 463,901 | 451,901 |
| 121 | | | State Accommodations (2%) Tax - 65% Fund | 198,750 | - | 225,000 | 225,000 | 225,000 |
| | | | Total of Fund 121: | 198,750 | - | 225,000 | 225,000 | 225,000 |
| 122 | | | State Accommodations (2%) Tax - 30% Fund | 75,000 | - | 100,000 | 100,000 | 100,000 |
| | | | Total of Fund 122: | 75,000 | - | 100,000 | 100,000 | 100,000 |
| 123 | 413 | 300 | Interstate and Highway Lighting | 92,959 | - | 95,000 | 95,000 | 95,000 |
| | 451 | 100 | Johnsonville Recreation | - | - | - | 200,000 | 200,000 |
| | 451 | 300 | City of Florence- Freedom Florence | 35,000 | - | 35,000 | 45,000 | 45,000 |
| | 452 | | Florence City-County Civic Center | 1,634,776 | - | 2,343,549 | 2,482,804 | 2,482,804 |
| | | | Total of Fund 123: | 1,762,735 | - | 2,473,549 | 2,822,804 | 2,822,804 |
| 124 | 411 | | Administrative Costs | 41,474 | 41,910 | 41,862 | 42,595 | 42,595 |
| | 451 | | Lake City Lake Project | - | - | - | 350,000 | 350,000 |
| | 486 | 640 | Museum - Florence | 491,162 | 596,241 | 952,000 | 969,390 | 921,821 |
| | 486 | 650 | Museum - Lake City | 194,000 | 194,000 | 194,000 | 200,000 | 194,000 |
| | 501 | 501 | Local Hospitality Tax Revenue Bond- Debt Service | 354,720 | - | 355,200 | 350,700 | 350,700 |
| | | | Total of Fund 124: | 1,081,356 | 832,151 | 1,543,062 | 1,912,685 | 1,859,116 |
| 131 | 433 | | Council District Utility Allocation Fund | 247,525 | - | 1,000,000 | 567,750 | 567,750 |
| | | | Total of Fund 131: | 247,525 | - | 1,000,000 | 567,750 | 567,750 |
| 132 | 438 | | Council District Infrastructure Allocation Fund | 350,175 | - | 1,013,601 | 713,000 | 713,000 |
| | | | Total of Fund 132: | 350,175 | - | 1,013,601 | 713,000 | 713,000 |
| 133 | 439 | | Council Rocking and Paving Fund | 409,621 | - | 1,599,229 | 1,794,000 | 1,794,000 |
| | | | Total of Fund 133: | 409,621 | - | 1,599,229 | 1,794,000 | 1,794,000 |
| 145 | 421 | 100 | Explorer Camp | 9,281 | 7,729 | 8,000 | 7,900 | 7,900 |
| | 421 | 200 | BLAST Camp | 3,245 | 3,272 | 4,844 | 8,677 | 8,677 |
| | 421 | 300 | Camp Pee Dee Pride | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 |
| | | | Total of Fund 145: | 36,526 | 35,001 | 36,844 | 40,577 | 40,577 |
| 146 | 421 | | Sex Offender Registry | 11,920 | 5,996 | 16,060 | 13,230 | 13,230 |
| | | | Total of Fund 146: | 11,920 | 5,996 | 16,060 | 13,230 | 13,230 |
| 151 | 408 | | Law Library | 33,454 | 56,525 | 100,000 | 93,700 | 57,605 |
| | | | Total of Fund 151: | 33,454 | 56,525 | 100,000 | 93,700 | 57,605 |

**FLORENCE COUNTY
SUMMARY OF APPROPRIATIONS
ALL FUNDS OTHER THAN THE GENERAL FUND**

| Fund | Dept. | Div. | | 12/13 Actual | 13/14 Actual | 14/15 Budget | 15/16 Requested | 15/16 Budget |
|------|-------|------|--|-------------------|------------------|-------------------|--------------------|-------------------|
| 153 | 431 | | Public Works | <u>2,763,435</u> | <u>3,233,049</u> | <u>3,836,860</u> | <u>5,211,637</u> | <u>3,865,144</u> |
| | | | Total of Fund 153: | <u>2,763,435</u> | <u>3,233,049</u> | <u>3,836,860</u> | <u>5,211,637</u> | <u>3,865,144</u> |
| 154 | 403 | 100 | Clerk of Court - Victim/Witness Assistance | - | - | - | - | - |
| | 404 | | Solicitor's Office - Victim/Witness Assist. | 23,111 | 54,773 | 56,971 | 57,993 | 57,993 |
| | 407 | | Magistrates - Victim/Witness Assist. | 8,681 | - | 9,000 | 9,000 | 9,000 |
| | 421 | | Sheriff's Department - Victim/Witness Assist | 118,404 | 126,017 | 159,433 | 142,461 | 142,461 |
| | | | Total of Fund 154: | <u>150,196</u> | <u>180,790</u> | <u>225,404</u> | <u>209,454</u> | <u>209,454</u> |
| 155 | 404 | | Solicitor Check Law | <u>106,329</u> | <u>111,293</u> | <u>179,575</u> | <u>185,228</u> | <u>185,228</u> |
| | | | Total of Fund 155: | <u>106,329</u> | <u>111,293</u> | <u>179,575</u> | <u>185,228</u> | <u>185,228</u> |
| 421 | 432 | 100 | General O & M (Landfill & C&D Disposal) | 259,805 | 194,567 | 291,165 | 366,428 | 366,428 |
| | 432 | 200 | General O & M (Solid Waste Collection) | 3,891,364 | 4,100,295 | 3,835,000 | 3,835,000 | 3,835,000 |
| | 432 | 300 | Landfill // Closure & Post Closure | - | - | 6,000 | 6,000 | 6,000 |
| | | | Total of Fund 421: | <u>4,151,169</u> | <u>4,294,862</u> | <u>4,132,165</u> | <u>4,207,428</u> | <u>4,207,428</u> |
| 431 | 418 | 300 | E911 Addressing | 93,453 | 95,948 | 102,301 | 104,029 | 103,029 |
| | 426 | 100 | E911 System | 352,299 | 291,174 | 1,086,910 | 1,798,727 | 1,858,226 |
| | | | Total of Fund 431: | <u>445,752</u> | <u>387,122</u> | <u>1,189,211</u> | <u>1,902,756</u> | <u>1,961,255</u> |
| | | | TOTAL OF ALL OTHER FUNDS: | <u>15,940,748</u> | <u>9,482,844</u> | <u>29,744,403</u> | <u>31,823,651</u> | <u>29,669,758</u> |

**FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2015/2016**

FIRE AND FIRST RESPONDER DEBT SERVICE FUND // FUND 49

SUMMARY OF REVENUES AND OTHER FUNDING SOURCES

GENERAL PROPERTY TAX AND LOCAL SALES TAX

| | | |
|------------------|--------------------------------|----------------|
| 311-300-100-0000 | Current Ad Valorem (7.4 Mills) | \$ 925,000 |
| | | <u>925,000</u> |

ADDITION TO FUND BALANCE

| | |
|--------------------------|-----------------|
| Addition to Fund Balance | <u>(35,000)</u> |
| | <u>(35,000)</u> |

| | |
|--|--------------------------|
| TOTAL REVENUE AND OTHER SOURCES | <u>\$ 890,000</u> |
|--|--------------------------|

SUMMARY OF APPROPRIATIONS

| | |
|---|-------------------|
| Debt Service - 2015 General Obligation Bond | <u>\$ 890,000</u> |
|---|-------------------|

| | |
|-----------------------------|--------------------------|
| TOTAL APPROPRIATIONS | <u>\$ 890,000</u> |
|-----------------------------|--------------------------|

**FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2015/2016**

LOCAL HOSPITALITY TAX (2%) FUND // FUND 124

SUMMARY OF REVENUES AND OTHER FUNDING SOURCES

REVENUES FROM LICENSES AND PERMITS

| | | |
|------------------|---|------------------|
| 351-348-101-0000 | 2% Local Hospitality Taxes | \$ 1,543,500 |
| | (Unincorporated area, plus 1% inside municipalities **) | <u>1,543,500</u> |

REVENUE FROM OTHER GOVERNMENTS

| | | |
|------------------|------------------|---------------|
| 341-338-401-0000 | City of Florence | 40,000 |
| | | <u>40,000</u> |

OPERATING TRANSFERS

| | |
|--------------------------|------------------|
| Transfer to General Fund | (264,000) |
| | <u>(264,000)</u> |

USE OF FUND BALANCE

| | |
|---------------------|----------------|
| Use of fund balance | 539,616 |
| | <u>539,616</u> |

TOTAL REVENUE AND OTHER SOURCES

\$ 1,859,116

SUMMARY OF APPROPRIATIONS

| | | |
|-------------|---|----------------|
| 411-411-000 | Administrative costs | \$ 42,595 |
| 471-451-000 | Lake City Lake Project | 350,000 |
| 471-486-640 | Museum - Florence | 921,821 |
| 471-486-650 | Museum - Lake City | 194,000 |
| 501-501-000 | Local Hospitality Tax Revenue Bond - Debt Service | <u>350,700</u> |

TOTAL APPROPRIATIONS

\$ 1,859,116

**The following municipal councils approved the 2nd 1% (total of 2%) by resolution, therefore the additional 1% inside municipalities is estimated to generate approximately \$197,200 in additional hospitality tax revenue, which would be returned to the respective municipality in which the tax was collected.

Those returns would vary based on actual collection, and are ESTIMATED at:

| | |
|-----------|--------------------------|
| Coward | \$ 2,000 |
| Lake City | 170,000 |
| Olanta | 1,200 |
| Quinby | 4,000 |
| Scranton | 20,000 |
| Total | <u><u>\$ 197,200</u></u> |

Florence County
Fund 124

Function 471 Department 486 Division 640 Museum - Florence

| Department Expenses | | 12/13 | 13/14 | 14/15 | 15/16 | 15/16 |
|-----------------------------|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | Actual | Actual | Budget | Requested | Budget |
| Personal Services | | | | | | |
| 100 | SALARIES & WAGES | 168,412 | 212,293 | 300,608 | 336,640 | 308,254 |
| 101 | FICA CONTRIBUTION | 12,557 | 15,757 | 22,997 | 25,753 | 23,581 |
| 102 | INSURANCE-HEALTH & LIFE | 21,228 | 30,463 | 59,896 | 56,965 | 49,441 |
| 103 | STATE RETIREMENT CONTRIBUTION | 17,858 | 22,368 | 32,621 | 36,582 | 33,485 |
| 115 | WAGES O/T | 740 | 35 | 1,000 | 2,000 | 2,000 |
| | | <u>220,795</u> | <u>280,916</u> | <u>417,122</u> | <u>457,940</u> | <u>416,761</u> |
| Operational Expenses | | | | | | |
| 1100 | SUPPLIES & PRINTING | 1,576 | 9,438 | 20,000 | 10,000 | 10,000 |
| 1106 | LIBRARY INTERNET SUPPLIES | - | - | 1,000 | 500 | 500 |
| 1107 | BOS LEASE SUPPLIES | - | - | 4,000 | 1,250 | 1,250 |
| 1300 | DUES, SUBSCRIPTIONS | - | 500 | 2,000 | 1,500 | 1,500 |
| 1500 | INSURANCE- VEHICLES | - | 552 | 700 | 1,200 | 1,200 |
| 1501 | INSURANCE-TORT/PROFESS LIABILITY | 556 | 648 | 1,300 | 5,400 | 5,400 |
| 1504 | INSURANCE- DATA PROCESSING | - | 182 | 550 | 550 | 550 |
| 1505 | INSURANCE-BUILDINGS & PROPERTIES | - | 2,263 | 7,000 | 6,800 | 6,800 |
| 1508 | INSURANCE- INLAND MARINE | - | 5,490 | 16,500 | 12,000 | 12,000 |
| 2000 | UNIFORMS & CLOTHES | - | - | 250 | 250 | 250 |
| 3000 | FUEL/ GASOLINE AND DIESEL | 138 | - | 1,000 | 1,000 | 1,000 |
| 3100 | RENTS AND LEASES/ EQUIPMENT | - | - | 9,000 | 2,000 | 2,000 |
| 3400 | RENTS AND LEASES/ OFFICE SPACE | - | 40,000 | 80,000 | 80,000 | 80,000 |
| 4300 | ELECTRICAL SUPPLIES & REPAIRS | - | - | 500 | 3,000 | 3,000 |
| 4500 | REPAIRS TO BLDGS | - | - | - | 1,000 | 1,000 |
| 4900 | MAINT/REPAIRS (NOT UNDER CONTRACT) | - | - | 5,250 | 15,000 | 15,000 |
| 5000 | POSTAGE | - | - | 10,000 | 5,000 | 5,000 |
| 5100 | TRAVEL & SUBSISTENCE | - | - | 5,000 | 3,000 | 3,000 |
| 5200 | TRAINING TO EMPLOYEES | - | - | 2,500 | 1,000 | 1,000 |
| 6100 | ELECTRICITY & GAS | - | 40,181 | 75,000 | 70,000 | 70,000 |
| 6200 | TELEPHONE | - | - | 9,000 | 10,000 | 10,000 |
| 6300 | WATER | - | 5,120 | 10,000 | 5,500 | 5,500 |
| 6400 | MAINT & SVC CONTRACTS | - | 1,377 | 65,000 | 80,000 | 73,610 |
| 6600 | CLEANING & SANITATION | - | - | 4,000 | 10,000 | 10,000 |
| 8900 | RESERVED | 244,926 | 194,950 | 23,303 | 5,000 | 5,000 |
| | | <u>247,196</u> | <u>300,701</u> | <u>352,853</u> | <u>330,950</u> | <u>324,560</u> |
| Capital Outlay | | | | | | |
| 9300 | OFFICE FURNITURE & EQUIPMENT | - | 10,519 | 3,025 | 1,500 | 1,500 |
| 9350 | ART COLLECTION | - | - | 174,000 | 174,000 | 174,000 |
| 9500 | COMPUTER EQUIPMENT | 23,171 | 4,105 | 5,000 | 5,000 | 5,000 |
| | | <u>23,171</u> | <u>14,624</u> | <u>182,025</u> | <u>180,500</u> | <u>180,500</u> |
| Total | | <u><u>491,162</u></u> | <u><u>596,241</u></u> | <u><u>952,000</u></u> | <u><u>969,390</u></u> | <u><u>921,821</u></u> |

| Personnel | Grade | Salaried/Hourly | Hours/Year |
|--|-------|-----------------------|------------|
| 1 EXECUTIVE DIRECTOR | 28 | SALARIED | N/A |
| 1 CURATOR OF INTERPRETATION | 17 | SALARIED | N/A |
| 1 CURATOR OF EDUCATION | 14 | SALARIED | N/A |
| 1 GRAPHICS AND COMMUNICATION COORDINATOR | 13 | HOURLY | 1950 |
| 1 REGISTRAR | 13 | HOURLY | 1950 |
| 1 SECURITY MANAGER | 13 | HOURLY | 1950 |
| 1 SECRETARY II | 10 | HOURLY | 1950 |
| 3 CLERK I | 06 | HOURLY | 1560 |
| 10 TOTAL | | | |
| Capital | | | |
| MISC FURNITURE | | 3,524 | |
| ANNUAL PAYMENT FOR COLLECTION (1) | | 174,000 | |
| MISC COMPUTER EQUIPMENT | | 5,000 | |
| Total | | <u><u>182,524</u></u> | |

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2015/2016

E911 SYSTEM ENTERPRISE FUND // FUND 431

SUMMARY OF REVENUES AND OTHER FUNDING SOURCES

REVENUES FROM USE OF MONEY AND PROPERTY

| | | |
|------------------|--|----------------|
| 361-342-000-0000 | Subscriber Billing | \$ 700,000 |
| | This is a state-imposed fee on each phone line in the County. It is charged by each phone carrier to each of their subscribers and then remitted to the County by each carrier on a monthly basis. The fee is currently \$0.60 per line per month. | <u>700,000</u> |

OTHER

| | | |
|------------------|-----------------|--------------|
| 371-361-500-0000 | Interest Earned | <u>5,000</u> |
| | | <u>5,000</u> |

USE OF FUND BALANCE

| | |
|---------------------|------------------|
| Use of Fund Balance | <u>1,256,255</u> |
| | <u>1,256,255</u> |

TOTAL REVENUE AND OTHER SOURCES

\$ 1,961,255

SUMMARY OF APPROPRIATIONS

| | | |
|-------------|-----------------|------------------|
| 411-418-300 | E911 Addressing | \$ 103,029 |
| 421-426-100 | E911 System | <u>1,858,226</u> |

TOTAL APPROPRIATIONS

\$ 1,961,255

Florence County
Fund 431

Function 421 Department 426 Division 100 E911 System

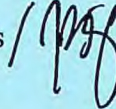
| Department Expenses | | 12/13 Actual | 13/14 Actual | 14/15 Budget | 15/16 Requested | 15/16 Budget |
|----------------------|--|-----------------|-----------------|-----------------|--------------------|-----------------|
| Personal Services | | | | | | |
| 100 | SALARIES & WAGES | - | 5,064 | 28,170 | 28,873 | 74,386 |
| 101 | FICA CONTRIBUTION | - | 375 | 2,155 | 2,209 | 5,691 |
| 102 | INSURANCE-HEALTH & LIFE | - | 1,001 | 5,811 | 5,524 | 11,078 |
| 103 | STATE RETIREMENT CONTRIBUTION | - | 542 | 3,041 | 3,136 | 8,086 |
| 115 | WAGES O/T | - | 32 | - | - | - |
| | | - | 7,014 | 39,177 | 39,742 | 99,241 |
| Operational Expenses | | | | | | |
| 1100 | SUPPLIES AND PRINTING | 2,727 | 264 | 2,000 | 2,000 | 2,000 |
| 3100 | RENTS AND LEASES / EQUIPMENT | - | - | 1,000 | 1,000 | 1,000 |
| 3806 | DEPRECIATION - MACHINERY AND EQUIPMENT | 70,342 | 13,544 | 58,001 | 58,001 | 58,001 |
| 4700 | SPECIALIZED DEPARTMENT SUPPLIES | 392 | 1,000 | 1,000 | 1,000 | 1,000 |
| 5000 | POSTAGE | - | - | 100 | 100 | 100 |
| 5100 | TRAVEL AND SUBSISTENCE | 9,647 | 6,920 | 8,090 | 8,090 | 8,090 |
| 5200 | TRAINING TO EMPLOYEES | 17,727 | 12,898 | 24,990 | 24,990 | 24,990 |
| 6200 | TELEPHONE | - | 280 | 4,700 | 4,700 | 4,700 |
| 6230 | TELEPHONE - E911 EQUIPMENT | 165,455 | 160,730 | 190,000 | 190,000 | 190,000 |
| 6400 | MAINTENANCE AND SERVICE CONTRACTS | 17,857 | 20,103 | 33,000 | 33,000 | 33,000 |
| 6405 | SERVICE CONTRACT - E911 TELEPHONE CO 2 | - | - | 6,000 | 6,000 | 6,000 |
| 6800 | BOOKS AND PUBLICATIONS | - | 100 | 100 | 1,000 | 1,000 |
| 6900 | ADVERTISING AND PROMOTION | - | 169 | 500 | 500 | 500 |
| 8400 | EQUIPMENT LESS THAN \$1,000 | - | - | 100 | 100 | 100 |
| 8970 | OPERATIONAL CHARGE BACK | 68,152 | 68,152 | 68,152 | 258,504 | 258,504 |
| | | 352,299 | 284,160 | 397,733 | 588,985 | 588,985 |
| Capital Outlay | | | | | | |
| 9200 | EQUIPMENT | - | - | 650,000 | 1,170,000 | 1,170,000 |
| | | - | - | 650,000 | 1,170,000 | 1,170,000 |
| | Total | 352,299 | 291,174 | 1,086,910 | 1,798,727 | 1,858,226 |

| | | | |
|---------------------------------------|-----------|-----------------|------------|
| Personnel | Grade | Salaried/Hourly | Hours/Year |
| 1 PUBLIC EDUCATION/COMMUNICATION | 13 | HOURLY | 1950 |
| 1 TOTAL | | | |
| Personnel changes included in budget: | | | |
| 1 911 NETWORK TECHNICIAN | 19 | HOURLY | 1950 |
| 2 TOTAL | | | |
| Capital | Budget | | |
| CAD SYSTEM UPGRADE | 650,000 | | |
| TELEPHONE SYSTEM UPGRADE | 520,000 | | |
| Total | 1,170,000 | | |

FLORENCE COUNTY COUNCIL MEETING
Thursday, June 18, 2015

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

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)* Table Ordinance No. 24-2013/14.
2. Provide An 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

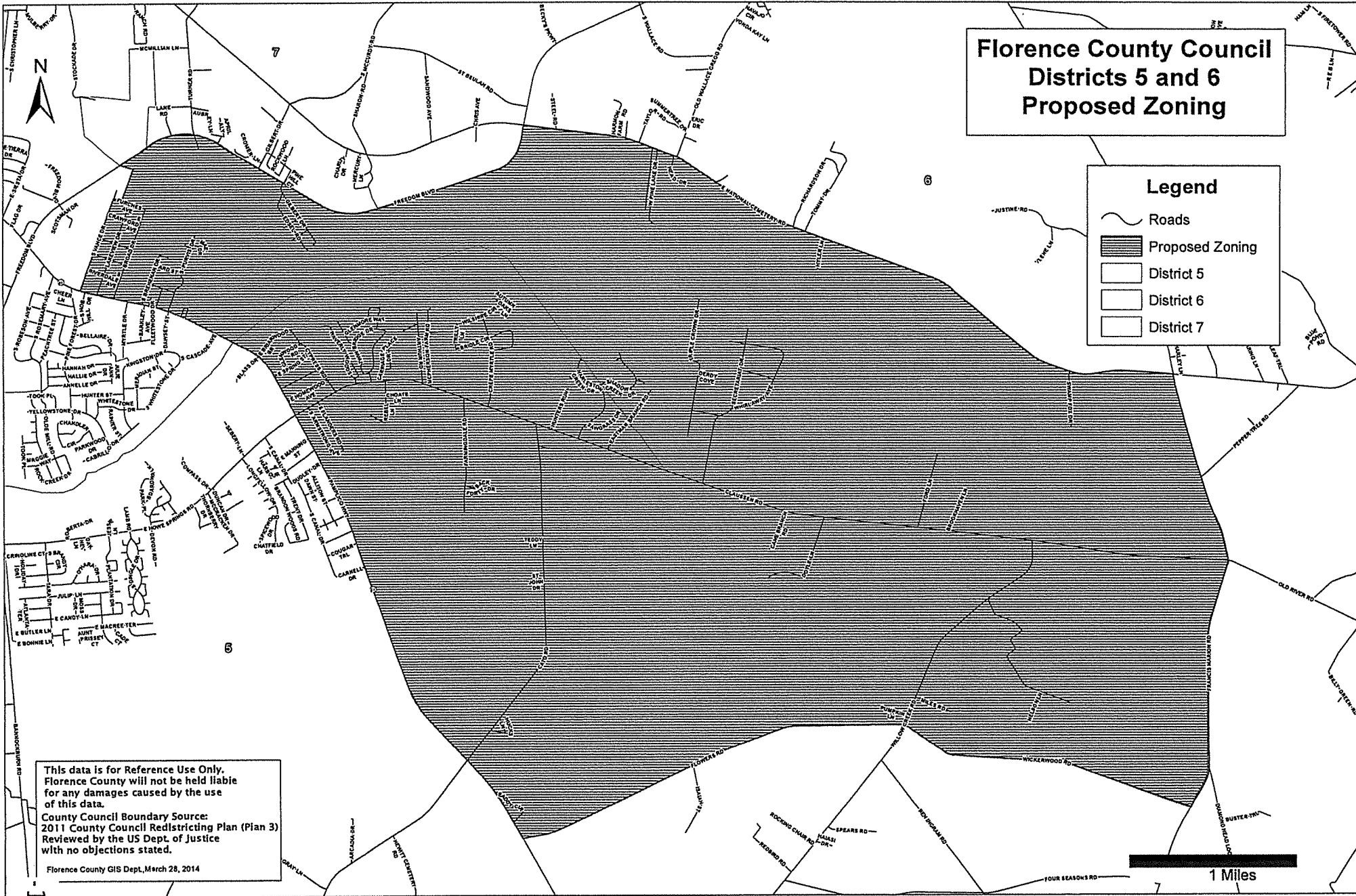
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[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 Districts 5 and 6 Proposed Zoning

Legend

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



FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Second Reading of Ordinance No. 35-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Sixty Thousand Dollar (\$3,560,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. During 2014, Florence County issued a \$3,500,000 bond anticipation note (BAN), the primary purpose of which was to pay off existing fire district general obligation bonds and other loans.
2. This BAN comes due in August 2015 and will be repaid by the issuance of this general obligation bond.

FUNDING FACTORS:

1. The payment due in FY2015/16 on this general obligation bond will require a levy of 3.9 mills in the unified fire district. This levy has been included in Ordinance 01-2015/16, the annual budget ordinance for Florence County.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 35-2014/15
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 35-2014/15

Sponsor(s) : Finance
First Reading : May 21, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : June 18, 2015
Public Hearing : June 18, 2015
Third Reading : July 16, 2015
Effective Date : Immediately

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

ORDINANCE NO. 35-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING THREE MILLION FIVE HUNDRED SIXTY THOUSAND DOLLAR (\$3,560,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

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BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, IN FLORENCE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

As an incident to the enactment of this Ordinance, and the issuance of the bond provided for herein, the Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are true and correct:

Section 1.01. Objectives of Expenditures.

(a) By Ordinance No. 17-2013/14, County Council abolished the County Fire Districts created by County Council from time to time under the authorizations contained in Chapters 9 and 19 of Title 4 of the Code of Laws of South Carolina, 1976, as amended (the "Prior Fire Districts") and simultaneously, by Ordinance No. 18-2013/14, created the Florence County Fire District (the "District"), which comprises the same area as the Prior Fire Districts.

(b) Because of the dissolution of the Prior Fire Districts, County Council intended to consolidate the general obligation bonds payable from taxes levied in the Prior Fire Districts ("Prior Fire District Bonds") into a single general obligation bond of the County, supported by the County's full faith, credit, and taxing power, but payable from an annual levy of taxes within the District.

(c) Because the boundaries of the District were unclear as a portion of the District, after its creation, was placed in a special purpose district created by the South Carolina General Assembly under Act 183 of 2014, and such action was and is presently being challenged in the South Carolina Court of Common Pleas, County Council determined to postpone the implementation of debt service millage in the District by the issuance of a bond anticipation note of the County (the "Note"), the proceeds of which were used to pay the costs of: (1) refunding the Prior Fire District Bonds (the "Refunding"); (2) purchasing certain equipment for use by the fire departments located within the District (the "Equipment"); and (3) paying costs of issuance associated with the Note.

(d) Pursuant to Ordinance No. 07-2014/15 (the "Initial Ordinance"), the issuance of a not exceeding \$3,560,000 general obligation bond of the County (the "Bond") was duly authorized.

(e) The findings of the Initial Ordinance, which findings are incorporated herein by reference, set forth the improvements to be financed with the proceeds of the Note (the "Improvements"). The Initial Ordinance further authorized pursuant to the BAN Act the issuance of the Note and pursuant to Sections 4-19-30 through 4-19-180 of the Code of Laws of South Carolina, 1976, as amended (the "Enabling Act") the issuance of the Bond to defray the cost of the Improvements and costs of issuance thereof. Pursuant to Section 4-9-130 of the S.C. Code, a public hearing on the issuance of the Bond was held prior to third reading of the Initial Ordinance, and a public hearing was conducted after due notice as required by said Section 4-9-130 prior to third and final reading of this Ordinance. The Initial Ordinance further provides at Section 2 therein that additional details of the Bond, "including denominations, date, maturities, provisions for payment and redemption, designation of paying agent/registrar, provisions respecting transfer, assignment, and related registration matters, the form of the Bond, provisions for notice and sale and all other such matters shall be determined by the Council in a subsequent ordinance."

(f) The County issued the Note on December 17, 2014 in order to provide funds to defray initial costs of the Improvements.

(g) The Council has now determined that it is in the best interests of the County and its citizens to further provide for the issuance of the Bond and to apply the proceeds thereof to repay the Note and thereby to defray the costs of the Improvements and costs of issuance of the Bond. The Council has made such determination after due investigation and has found in conjunction therewith that the expenditure of the proceeds of the Bond to defray the cost of the Improvements will serve a public purpose and a corporate purpose of the County.

(h) The Bond shall be secured by the full faith, credit and taxing power of the County.

Section 1.02. Statutory Authorization. The Enabling Act authorizes the County to issue general obligation bonds to establish, maintain and operate fire protection districts and to purchase the necessary fire-fighting equipment and to construct, acquire and build necessary fire stations within such districts and to acquire sites for such stations.

Section 1.03. Recital of Applicable Constitutional Provisions. Pursuant to the provisions of paragraph (7) of Section 14 of Article X of the South Carolina Constitution, the County is authorized to issue general obligation debt which is incurred pursuant to and within the limitations described by Section 12 of Article X. In accordance with the provisions of Section 12 of Article X and pursuant to the provisions of this Ordinance, the Council shall impose upon all taxable property within the District an ad valorem tax in an amount designed to provide debt service on the Bond authorized hereby. Further, pursuant to the provisions of Section 12 and paragraph (7) of §14 of Article X, debt incurred in this manner is not to be considered in computing the general obligation debt limit of the County.

Section 1.04. Holding of Public Hearing and Notice Thereof. Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. As stated in Section 1.01(e) of this Ordinance, such public hearing has been duly held by Council prior to third reading of this Ordinance.

* * * *

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01. Definitions. As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

“Authorized Investments” mean and include any securities which at the time of determination are legal investments for political subdivisions in South Carolina as provided by the Code of Laws of South Carolina, 1976, as amended.

“Authorized Officer” means the Chairman, or the Vice-Chairman, the County Administrator and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Bond” means the Bond of the County issued in accordance with the provisions of this Ordinance.

“Bond Counsel” means a firm of attorneys nationally recognized in the practice of public finance law.

“Bondholder” or **“Holder”** or **“Holder of Bond”** or **“Owner”** or similar term means, when used with respect to the Bond, any person who shall be registered as the owner of the Bond Outstanding.

“Bond Payment” means the payments of principal of and interest on the Bond.

“Bond Payment Date” means each April 1 and October 1 on which interest on any of the Bonds shall be payable or on which both the Principal Installment or Redemption Price and interest shall be payable on any of the Bonds.

“Council” means the Florence County Council, South Carolina, the governing body of Florence County or any successor governing body of the County.

“County” means Florence County, South Carolina.

“County Administrator” means the County Administrator of the County.

“County Auditor” means the County Auditor of the County.

“County Finance Director” means the County Finance Director of the County.

“County Treasurer” means the County Treasurer of the County.

“District” means the Florence County Fire Protection District.

“Enabling Act” means Chapter 19, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Ordinance” means this Ordinance of the Council authorizing the issuance of the Bond.

“Outstanding”, when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore authenticated and delivered pursuant to this Ordinance except:

- (i) any Bond canceled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Note” means the bond anticipation note issued by the County on December 17, 2014, in anticipation of the issuance of the Bond.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Record Date” means the fifteenth day of the month immediately preceding each Bond Payment Date.

“Registrar” means the County acting through the Clerk to County Council.

Section 2.02. Construction. In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

* * * *

ARTICLE III

ISSUANCE OF THE BOND

Section 3.01. Ordering the Issuance of the Bond. Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to pay in full the Note and provide long-term financing for the costs of the Improvements described in Section 1.01(c) hereof, there shall be issued a not exceeding Three Million Five Hundred Sixty Thousand Dollars (\$3,560,000) general obligation bond of the County, designated General Obligation Bond, Series 2015B, of Florence County, South Carolina (Florence County Fire Protection District). The County Administrator is hereby authorized to determine the exact principal amount of the issue authorized hereby based upon the costs of paying all principal of and interest on the Note and the costs of issuance of the Bond.

Section 3.02. Maturity Schedule of Bond. The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. The Bond shall mature on the dates and in the principal amounts as shall be determined by the County Administrator in consultation with the County Finance Director, provided, however, that (i) the aggregate principal amount of the Bond shall not exceed \$3,560,000, (ii) the maximum term of the Bond shall not exceed 15 years from the date of issuance thereof, and (iii) the first Bond Payment Date is not more than 12 months from the date of issuance of the Bond.

Section 3.03. Provision for Payment of Interest on the Bond. Interest on the Bonds shall be payable semiannually on such dates as shall be determined by the County Administrator consultation with the County Finance Director. The Bond shall be authenticated on the date on which it shall be delivered. The Bond shall bear interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of the Bond's authentication. Payment of principal and interest on the Bond shall be made in accordance with Section 3.04(c) hereof to the Person in whose name it is registered in accordance with Section 3.07 hereof at the close of business on the Record

Section 3.04. Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.

(a) The Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bond shall be issued in the form of one (1) fully registered Bond.

(c) The Bond Payments shall be payable to the Person appearing on each Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Dates. Payment of the final Bond Payment shall be made when the same is due and payable upon the presentation and surrender for cancellation of the Bond.

Section 3.05. Execution and Authentication.

(a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to County Council or other Authorized Officer (other than the officer executing the Bond). The Bond may bear the manual signature of any person who

shall have been such an Authorized Officer authorized to sign the Bond at the time the Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the date of the authentication and delivery of the Bond.

(b) The Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.06. Exchange of Bond. The Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.07. Transferability and Registry. The Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County, as Registrar, shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

Section 3.08. Transfer of Bond. The Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.09. Regulations with Respect to Exchanges and Transfers. The Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding any (a) Bond Payment Date, or (b) date upon which the Bond will be redeemed.

Section 3.10. Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss or theft of the Bond, and there is delivered to the Registrar such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a bona fide purchaser, the County shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like

tenor, maturity and interest rate bearing a number unlike that of such mutilated, destroyed, lost or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is to become due for final payment within one year, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.10, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to the Resolution.

(d) The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost or stolen Bond or securities.

Section 3.11. Holder As Owner of Bond. In its capacity as Registrar, the County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes, and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.12. Cancellation of the Bond. The Registrar shall destroy the Bond when the same shall be surrendered to it for cancellation. In such event, the Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.13. Payments Due on Saturdays, Sundays and Holidays. In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.14. Tax Exemption in South Carolina. The Bond Payments shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.15. Order of Tax Levy to Pay Principal and Interest of Bond. For the payment of principal of and interest on the Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as county taxes are levied and collected, a tax on all taxable property in the County,

sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.16. Notice to Auditor and Treasurer to Levy Tax. The County Auditor and County Treasurer shall each be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the County ad valorem property taxes in an amount sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.17. Form of Bond. The form of the Bond, and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

* * * *

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ARTICLE IV

REDEMPTION OF BOND

Section 4.01. Redemption of Bond. The Bond may be made subject to redemption prior to maturity in the discretion of the County Administrator upon such terms as may be agreed upon by the County Administrator and the purchaser of the Bond.

* * * *

draft

ARTICLE V

SALE OF BOND

Section 5.01. Determination of Time to Receive Bids – Form of Notice of Sale. The Bond shall be sold at public sale at a price of not less than par and accrued interest, if any, to the date of delivery. Bids for the Bond shall be received until such time or times and on such date or dates to be selected by the County Administrator. The Bond shall be advertised for sale in *The State*, a newspaper of general circulation in the State of South Carolina or such other newspaper of general circulation in the State of South Carolina as shall be determined by the County Administrator. Such notice shall appear at least once, not less than seven (7) days before the date set for said sale. The form of the Notice of Sale shall be substantially as set forth in Exhibit B attached hereto and the conditions of sale of the Bond shall be as set forth in the Notice of Sale; provided, however, that a summary notice of sale may be published in *The State*. The County Administrator is authorized to advertise in another paper if, in his sole discretion, he determines that such advertisement will be at a lower cost to the County or otherwise in the County's best interest.

Section 5.02. Award of Bond. Unless all bids are rejected, the award of the Bond shall be made by the County Administrator following the receipt of bids as provided in this Ordinance.

* * * *

draft

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01. Use and Disposition of Bond Proceeds. The proceeds derived from the sale of the Bond shall be paid and made use of by the County as follows:

- (a) Payment of all outstanding principal of and interest on the Note in order to defease the Note shall be paid to the holder of the Note.
- (b) The remaining sum shall be used by the County Treasurer to pay costs of issuance of the Bond.

Provided, that neither the purchaser nor any Holder of the Bond or the Note shall be liable for the proper application of the proceeds thereof.

* * * *

draft

ARTICLE VII

DEFEASANCE OF BOND

Section 7.01. Discharge of Ordinance – Where and How the Bond Is Deemed to Have Been Paid and Defeased.

If the Bond and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article under any of the following circumstances, viz:

(1) A third party fiduciary, which shall be any bank, trust company or national banking association which is authorized to provide corporate trust services (the "Fiduciary"), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of all Bond Payments due thereunder; or

(2) If default in the payment of the Bond Payment due shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time the Fiduciary shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bond prior to its stated maturity and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay when due the Bond Payments due and to become due, together with any redemption premium applicable thereto.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the Bond Payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payments and redemption premium, if any, on the Bond; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, if not then needed for such purpose, shall to the extent practicable be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Bond Payments and redemption premium, if any, to become due on the Bond on and prior to the Bond Payment Dates thereof, and interest earned from such reinvestments not required for the payment of the Bond Payments and redemption premium, if any, may be paid over to the County, free and clear of any trust, lien or pledge.

* * * *

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Tax Covenants. Council hereby covenants and agrees that the County will comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, compliance with which is required in order that interest on the Bond be and remain excludable from the gross income of the Holders for Federal income tax purposes. Council further covenants to file Internal Revenue Service form 8038-G at the time and in the place required therefor under the Code.

Section 8.02. Ability to Meet Arbitrage Requirement; Private Activity Limitations. Careful consideration has been given to the time in which the expenditure of the proceeds of the Bond will be made, and it has been ascertained that all Bond proceeds will be expended within the limitations imposed by the Internal Revenue Code of 1986 as amended (the "Code"); accordingly the Council will be able to certify upon reasonable grounds that the Bond herein provided for is not an "arbitrage bond" within the meaning of Section 148 of the Code.

The Council hereby covenants to comply with all of the restrictions and requirements of the Code as its provisions are applicable to the Bond authorized herein in order that such bond shall be and remain exempt from federal income taxation. Without limiting the generality of the foregoing, the Council specifically covenants that:

(a) All property provided by the net proceeds of the Bond 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 Bond or any facility financed or refinanced with the proceeds of the Bond to be used in any manner that would result in (i) 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 (ii) 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 nor will any of them enter into any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13, as modified by the Code or subsequent pronouncements by the Internal Revenue Service, or the County obtains the opinion of Bond Counsel that such arrangement will not adversely affect the tax exemption of the Bond.

(d) The County will not sell or lease the Improvements or any property financed or refinanced by the Bond to any person unless the County obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Bond.

(e) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the Improvements and shall not enter into any such leases or contracts unless the County obtains the opinion of Bond Counsel that such action will not affect the tax exemption of the Bond.

Section 8.03. Reserved.

Section 8.04. Continuing Disclosure.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.04 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of the Bondholder.

Section 8.05. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 8.06. Successors. Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 8.07. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection, and security of the Holder of the Bond.

Section 8.08. Filing of Copies of Ordinance. Copies of this Ordinance shall be filed in the offices of the Council and the office of the Clerk of Court for Florence County (as a part of the Transcript of Proceedings).

Section 8.09. Further Action by Offices of County. The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.04 hereof. In the absence of any officer of the County Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

Section 8.10. Effective Date of Ordinance. This Bond Ordinance shall be effective after third and final reading thereof.

ATTEST:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
GENERAL OBLIGATION BOND, SERIES 2015B
(FLORENCE COUNTY FIRE PROTECTION DISTRICT)

No. 1 \$ _____

| | | |
|----------------------|----------------------|----------------------------|
| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>ORIGINAL ISSUE DATE</u> |
| _____% | _____, 20__ | _____, 2015 |

Registered Holder: _____

Principal Amount: _____ DOLLARS

FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above and to pay interest on such principal sum at the annual Rate of Interest stated above (calculated on the basis of a 360-day year of twelve 30-day months) until the County's obligation with respect to the payment of such Principal Amount shall be discharged.

This Bond is issuable as a single, fully registered Bond, and is payable as to principal and interest as shown below:

| | | | | |
|-------------|------------------|---------------------|---------------------|------------|
| Calendar | Principal | | | Total |
| <u>Year</u> | <u>Due</u> | <u>Interest Due</u> | <u>Interest Due</u> | <u>Due</u> |
| | <u>October 1</u> | <u>April 1</u> | <u>October 1</u> | |

[insert maturity schedule]

Payments of principal and interest hereunder shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County at the close of business on the fifteenth day of the month next preceding each Bond Payment date. Both the principal of and interest on this Bond is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. This Bond is [not] subject to redemption prior to maturity *[insert terms of redemption, if any]*.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is issued pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Chapter 15, Title 11, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of Florence County (the "Ordinance"). This Bond is not subject to redemption prior to its maturity.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Florence County and in the office of the County Council of Florence County.

This Bond is initially payable from a tax levied on all taxable property within the Florence County Fire Protection District. For the prompt payment of the Bond Payments as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions and things required to exist, happen and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bond in order to make the legal, valid and binding general obligation of the County in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bond does not exceed or violate any constitutional, statutory or other limitation upon the amount of indebtedness prescribed by law.

[Signatures appear on the following page]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the County Council of Florence County, attested by the manual signature of the Clerk to County Council of Florence County and the seal of the County impressed hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

Clerk to Florence County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

FLORENCE COUNTY, SOUTH CAROLINA
as Registrar

Clerk to Florence County Council

Date of Authentication: _____, 2015

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

(Cust) Custodian _____
(Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act _____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

_____ the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP))

Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

OFFICIAL NOTICE OF SALE

**\$3,560,000
GENERAL OBLIGATION BOND, SERIES 2015B OF
FLORENCE COUNTY, SOUTH CAROLINA
(FLORENCE COUNTY FIRE PROTECTION DISTRICT)**

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed proposals, addressed to the undersigned, will be received by Florence County Council, the governing body of Florence County, South Carolina (the "County"), until 1:00 p.m. (local time) on

TUESDAY, JUNE 23, 2015

at which time said proposals will be publicly opened in the Office of the County Administrator, Florence County Complex, 180 North Irby Street, Florence, South Carolina 29501, for the purchase of \$3,560,000 GENERAL OBLIGATION BOND, SERIES 2015B, OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT) (the "Bond").

Details of the Bond: The Bond will be issued in the form of a single, fully registered bond. The Bond will mature as to principal as follows:

| <u>October 1 of Year</u> | <u>Principal Amount</u> |
|------------------------------|-----------------------------|
|------------------------------|-----------------------------|

The Bond will bear interest from the dated date thereof, which is expected to be July 21, 2015, and shall be payable on April 1 and October 1 of each year, commencing April 1, 2016, until the Bond is paid in full. Interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each.

Both principal and interest will be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts at the office of the County Treasurer of Florence County, South Carolina.

Redemption Provisions: [insert redemption provisions, if any]

Bid Requirements: Bidders shall specify a single fixed rate of interest which the Bond shall bear. A bid for less than the entire Bond or a bid at a price less than par will not be considered.

The County is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid, including, without limitation, the providing of a bid security deposit.

Award of Bond: The Bond will be awarded to the bidder offering to purchase the Bond at the lowest net interest cost (NIC) to the County. Any fees or charges proposed by a bidder to be paid by the County shall be treated as interest for purposes of the preceding sentence. Tie bids will be resolved by the flip of a coin. The Board reserves the right to reject any and all bids or to waive irregularities in any bid.

Bid Submission: The Bond will be sold only to a financial institution for the purpose of investment. Financial institutions desiring to submit a bid to purchase the Bond for the purpose of investment may submit bids via email to ttraudt@firsttryon.com. The Bond will be issued as a single Bond, without CUSIP identification.

Investment Letter Required: The successful bidder for the Bond must execute a letter addressed to the County and Bond Counsel acknowledging, among other things, that (1) the purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the County and the Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Bond, and the security therefor, and other material factors affecting the security for and payment of the Bond (2) the purchaser had an opportunity to make appropriate inquiries of and receive answers from officials, employees, agents and attorneys of the County; (3) the purchaser has knowledge and experience in financial and business affairs and that it is capable of evaluating the merits and risks of the purchase of the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property at all times be under its control) within the meaning of the Federal securities laws; (5) the purchaser is acquiring the Bond solely for its own account and no other undisclosed person now has any direct or indirect ownership or interest therein; (6) the purchaser understands that the Bond (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any rating service; and (7) the purchaser understands that the scope of engagement of Haynsworth Sinkler Boyd, P.A., as Bond Counsel to the County with respect to the Bond has been limited to matters as set forth in its opinion based on its view of such legal proceedings as it deems necessary to approve the validity of the Bond and the tax-exempt status of interest thereon (the "Letter of Representations"). The purchaser will also be required to covenant that it will not voluntarily dispose of all or any portion of the Bond unless it procures from each assignee thereof representations and covenants in form and content the same as those made by the purchaser.

Security: The Bond shall constitute a binding general obligation of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bond. There shall be levied and collected annually in the same manner as all other county taxes are levied and collected, a tax, without limit, on all taxable property in the Florence County Fire Protection District sufficient to pay the principal and interest of the Bond as it matures and to create such sinking fund as may be necessary therefor.

Purpose: The Bond is issued for the purpose of providing funds for paying in full the \$3,560,000 Bond Anticipation Note (Florence County Fire Protection District) of the County, and defraying the cost and expenses of issuance of the Bond.

Legal Opinion: The Purchaser will be furnished with the Bond and an opinion on its validity by Haynsworth Sinkler Boyd, P.A., Attorneys at Law, Florence, South Carolina, bond counsel, and with the usual closing proofs, which will include (a) a certificate that there is no litigation threatened or pending to restrain the issuance or sale of said Bond, and (b) certificates establishing that the Bond is not an "arbitrage" bond, within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations issued thereunder as in effect on the occasion of the delivery of the Bond.

Delivery: The Bond will be delivered at the expense of the County on or about July 21, 2015, against payment in federal or other immediately available funds.

Continuing Disclosure: In accordance with Section 11-1-85 of the Code of Laws of South Carolina, 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bond to file with a central repository for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in Section 11-1-85 without the consent of the bondholder.

Additional Information: Persons seeking information should communicate with Kevin Yokim, County Finance Director, Florence County, 180 North Irby Street, Florence, South Carolina 29501 (telephone (843) 665-3013); Benjamin T. Zeigler, Esquire, Haynsworth Sinkler Boyd, P.A., 135 South Dargan Street, Florence, South Carolina 29506 (telephone (843) 669-6002); or J. Walter Goldsmith, First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, NC 28204 (telephone (704) 926-2453).

This Notice is given to evidence the County's intent to receive bids for and award the Bond on the date stated above. Such sale may be postponed prior to the time bids are to be received and as published on Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids on Thomson Municipal News, Bloomberg or other electronic information service.

County Administrator
Florence County, South Carolina

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Second Reading of Ordinance No. 36-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Eight Million Three Hundred Thousand Dollar (\$8,300,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. The various rural fire departments have developed a list of apparatus and equipment needs for the next five years.
2. This list totals in excess of \$8,100,000 and could be funded by the issuance of a general obligation bond for a period of twenty years.

FUNDING FACTORS:

1. The payment due in FY2015/16 on this general obligation bond will require a levy of 3.5 mills in the unified fire district.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 36-2014/15
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 36-2014/15

Sponsor(s) : Finance
First Reading : May 21, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : June 18, 2015
Public Hearing : June 18, 2015
Third Reading : June 25, 2015
Effective Date : Immediately

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

ORDINANCE NO. 36-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING EIGHT MILLION THREE HUNDRED THOUSAND DOLLAR (\$8,300,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.

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BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance and the issuance of the bonds provided for herein, the Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct:

Section 1.01 Objectives of Expenditures.

Council has been advised that a need exists within the Florence County Fire Protection District (the "Fire District") for the acquisition and installation of and improvements related to vehicles and other fire-fighting apparatus and equipment for use within the Fire District (the "Improvements"). The total cost of the Improvements is approximately \$8,158,500.

In order to raise the moneys to finance the Improvements and to pay the costs of issuance to be incurred in connection therewith, the Council has determined to issue general obligation bonds of the County in the principal amount of not exceeding \$8,300,000 (the "Bonds") and to use the proceeds of the sale of the Bonds for such purposes.

Section 1.02 Statutory Authorization.

Section 4-19-50 of the Code of Laws of South Carolina, 1976, as amended, authorizes the County to issue general obligation bonds to establish, maintain and operate fire protection districts and to purchase the necessary fire-fighting equipment and to construct, acquire and build necessary fire stations within such districts and to acquire sites for such stations.

Section 1.03 Recital of Applicable Constitutional Provisions .

Pursuant to the provisions of paragraph (7) of Section 14 of Article X of the South Carolina Constitution, the County is authorized to issue general obligation debt which is incurred pursuant to and within the limitations described by Section 12 of Article X. In accordance with the provisions of Section 12 of Article X and pursuant to the provisions of this Ordinance, the Council shall impose upon all taxable property within the District an ad valorem tax in an amount designed to provide debt service on the Bond authorized hereby. Further, pursuant to the provisions of Section 12 and paragraph (7) of §14 of Article X, debt incurred in this manner is not to be considered in computing the general obligation debt limit of the County.

Section 1.04 Holding of Public Hearing.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. As stated in Section 1.01(e) of this Ordinance, such public hearing has been duly held by Council prior to third reading of this Ordinance.

Section 1.05 Notice Pursuant to Section 11-27-40.

The Council is mindful of the fact that Section 4--9-1220 of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), applies to the provisions of this Ordinance. In the event that the Chairman determines in his sole discretion that it is necessary to proceed as soon as possible to issue and deliver the bond authorized hereby, the County may avail itself of the provisions of Paragraph 8 of Section 11-27-40 of the S.C. Code. In such case, notice shall be published in substantially the form attached hereto as Exhibit A.

[End of Article I]

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ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

“Authorized Investments” mean and include such investments as are approved for political subdivision of the State pursuant to Sections 6-5-10 and 6-6-30, Code of Laws of South Carolina, 1976, as amended.

“Authorized Officer” means the Chairman or the Vice Chairman of the Council and any other officer or employee of the County designated from time to time as an Authorized Officer by ordinance and when used with reference to any act or document also means any other person authorized by ordinance to perform such act or sign such document.

“Council” means the Florence County Council, the governing body of the County or any successor governing body of the County.

“Bond or Bonds” means any of the Bonds of the County authorized by this ordinance, and shall mean, as appropriate, Bonds of a particular Series issued under the authorization of this ordinance.

“Bond Counsel” means a firm of nationally recognized attorneys practicing in the field of municipal finance law retained by the County to serve as Counsel with respect to the issuance of the Bonds.

“Bondholder” or “Holder” or “Holders of Bonds” or “Owner” or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

“Bond Payment Date” means each April 1 and October 1 on which interest on any of the Bonds shall be payable or on which both the Principal Installment or Redemption Price and interest shall be payable on any of the Bonds.

“Chairman” means the Chairman of the Council or, in his absence, the Vice Chairman.

“Continuing Disclosure Certificate” means that certificate, the form of which appears attached hereto as Exhibit D, which is to be executed by an Authorized Official and delivered at or prior to the closing of the Bonds as required by Securities and Exchange Commission Rule 15c2-12, as amended.

“Corporate Trust Office,” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“County” means Florence County, South Carolina.

“County Administrator” means the individual hired by the Council to fulfill the duties of the County Administrator.

“County Request” means a written request of the County signed by an Authorized Officer.

“District” means the Florence County Fire Protection District.

“Enabling Act” means Chapter 19, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly.

“Fiduciary” means the Paying Agent, the Registrar and their successors and assigns.

“Financial Advisor” is an investment bank or other financial institution selected by the County to assist it with the issuance of the Bonds.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Improvements” shall have the meaning given in Section 1.01 herein.

“Ordinance” means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Outstanding,” when used in this Ordinance with respect to Bonds means, as of any date, all Bonds theretofore authenticated and delivered pursuant to this ordinance except:

- (i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of the Ordinance.

“Paying Agent” means any bank, trust company or national banking association which is authorized, to pay the principal of or interest on a Series of Bonds and having the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Record Date” means the 15th day immediately preceding each Bond Payment Date.

“Redemption Dates” means the dates upon which Bonds shall be subject to redemption.

“Redemption Price” when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bond or such portion thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Ordinance.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds of a Series and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

“Series” or “Series of Bonds” shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction and designated as a single Series by the County Administrator, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to finance the costs of the Improvements and to pay costs of issuance, there shall be issued not exceeding in the aggregate Eight Million Three Hundred Thousand Dollars (\$8,300,000) of general obligation bonds of the County. The Bonds shall be designated "General Obligation Bonds of Florence County, South Carolina (Florence County Fire Protection District), Series 2015C." The principal amount, description and series designation of the Bonds shall be determined by the County Administrator. The Bonds may be issued as a single series or as several series simultaneously or from time to time as determined by the County Administrator.

Section 3.02 Maturity Schedule of Bonds.

The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.15 hereof. The County Administrator is hereby authorized to establish a maturity schedule for each Series, upon advice of the County's Financial Advisor and Bond Counsel; provided, however, that (i) the aggregate principal amount of the Bonds shall not exceed \$8,300,000, (ii) the maximum term of a Series does not exceed 20 years from the date of issuance thereof, and (iii) the first Bond Payment Date applicable to a Series is not more than 12 months from the date of issuance of such Series.

Section 3.03 Provision for Payment of Interest on the Bonds.

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The original issue date of the Bonds shall be the date of delivery of the Bonds. The Bonds shall bear interest from the original issue date of the Bonds. The interest to be paid on any April 1 or October 1 shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such April 1 or October 1.

Section 3.04 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal.

(a) The Bonds shall be payable as to Principal Installment or Redemption Price and interest at the rates per annum determined in the manner prescribed by Section 3.15 hereof (on the basis of a 360-day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds shall be issued in the form of fully registered Bonds. The Bonds shall be issued in the denomination of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year. The Bonds shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

(c) The Principal Installment or Redemption Price of all Bonds shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the County, which books shall be held by the Registrar as provided in Section 3.08 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date. Payment of the

Principal Installment or Redemption Price of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent each of which shall be a financial institution maintaining Corporate Trust Offices where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution agreed upon by the County and the successful bidder at the sale of the Bonds shall act as both Paying Agent and Registrar. In the event of a failure to agree, a financial institution designated by the County shall act as Paying Agent and Registrar. The single institution so chosen shall exercise both the functions of the Paying Agent and the Registrar.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer, with its corporate seal impressed thereon, and attested by the manual signature of its Clerk to Council or other Authorized Officer (other than the officer executing such Bonds). Bonds bearing the manual signature of any Person who shall have been such an Authorized Officer at the time such Bonds were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such Bonds or was not such Authorized Officer at the date of the authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the Ordinance, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Ordinance.

Section 3.07 Exchange of Bonds.

Bonds may, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate and maturity. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

Section 3.08 Transferability and Registry.

All Bonds shall at all times, when the same are Outstanding, be payable, both as to Principal Installment, Redemption Price and interest to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in the Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the County shall maintain and keep, at the office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except

that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

Section 3.09 Transfer of Bonds.

Each Bond shall be transferable only upon the books of the County, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this section shall be deemed to be the action of the County.

Section 3.10 Regulations with Respect to Exchanges and Transfers.

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the County or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to (i) issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment Date, (ii) issue, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the County receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar or the County such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a bona fide purchaser, the County shall execute, and upon County Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor, principal amount and redemption provisions, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or

stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to the Ordinance. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Section 3.12 Holder As Owner of Bond.

The County, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment or Redemption Price of and interest on such Bond and for all other purposes, and payment of the Principal Installment or Redemption Price and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under the Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date or Redemption Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of Redemption Price, interest on or Principal Installment of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.15 Conditions Relating to Naming of Interest Rates.

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest true interest cost (TIC) or net interest cost (NIC) to the County, as determined by the Chairman and the County Administrator, upon advice of the Financial Advisor and Bond Counsel, at a price of not less than par, and further provided that:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest named shall be more than two per centum (2%) higher than the lowest rate of interest named, nor (unless determined otherwise by the County Administrator, upon advice of the Financial Advisor) shall any rate of interest named be less than any rate of interest named for Bonds of an earlier maturity if such bonds are subject to optional redemption, if the County Administrator is so advised by the Financial Advisor;
- (c) each interest rate named shall be a multiple of 1/8th or 1/20th of one per centum (1%); and

- (d) any premium offered must be paid in cash as a part of the purchase price.

Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installment or Redemption Price and interest on said Bonds shall be exempt from all State, County, Municipal, School District, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.17 Order of Tax Levy to Pay Principal and Interest of Bonds.

For the payment of the Principal Installment and interest on the Bonds as the same respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, taxing power and resources of the County are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Florence County and collected by the Treasurer of Florence County a tax on all taxable property in the Fire District, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The Auditor and Treasurer of Florence County shall each be notified of this issue of Bonds and directed to levy and collect upon all taxable property in the Fire District an annual tax sufficient to meet the payment of the Principal Installment and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.19 Bonds Issued in Book-Entry Only Form.

(a) Notwithstanding any provision of this Ordinance to the contrary, the Bonds will initially be issued under the DTC Book-Entry-Only System in fully registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as initial securities depository for the Bonds. Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." Cede & Co. and successor securities depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) Notwithstanding any other provision of this Ordinance, as long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and redemption premium, if any, on such Bonds, (ii) if Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to Bondholders under this ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the holders of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of such Bonds.

(d) The County shall pay all principal, interest and redemption premium, if any, on Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and redemption premium, if any, and interest on such Bonds.

(e) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or direct the Registrar and Paying Agent to authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee in the manner prescribed in this Article III.

(f) In connection with any notice or other communication to be provided to the holders of Bonds by the County or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the holders of Bonds, the County or the Registrar and Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(g) The closing of the Bonds may be accomplished under DTC's "FAST" procedures, in which circumstance delivery of the Bonds at closing shall be made to the Paying Agent for the Bonds.

(h) For as long as the Bonds are being held under a book-entry system of a securities depository, the County shall remit to the Paying Agent and Registrar by 1:00 p.m. New York Time on each Bond Payment Date funds for all principal and interest payments due thereupon, or at such earlier time as required by the Paying Agent and Registrar to guarantee that DTC or successor Securities Depository will receive payment in same-day funds by 2:30 p.m. New York time on such Bond Payment Date. In addition, automated payment details receipt shall be provided by the Paying Agent by 12:00 noon New York time of each Bond Payment Date for interest payments.

Section 3.20 Form of Bonds.

The form of the Bonds and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

Section 3.21 Bonds Issued as Single Instrument

Notwithstanding any provision of this Ordinance to the contrary, the Bonds authorized hereby, if so determined by the Chairman upon advice of the Financial Advisor, may be issued in the form of a single Bond. In the event the Bond is issued as a single Bond, the following shall apply:

(a) The dated date of the Bond shall be the date of its delivery, and the Bond shall bear interest from such date;

(b) The Chairman may require that the Bond bear a single, fixed rate of interest;

(c) No bidder shall be required to submit a good faith check with its bid;

(d) The form of the Bonds as set forth in Exhibit B hereto and the Notice of Sale as set forth in Exhibit C hereto shall be appropriately modified, and any advertisement of the sale of the Bond required by the Enabling Act and Section 5.01 hereof may be published in any newspaper of general circulation in the

State of South Carolina;

(e) The County Treasurer of Florence County shall serve as Paying Agent for the Bond and the County, acting through the Clerk to Council, shall serve as Registrar for the Bond, provided that neither the County Treasurer of Florence County nor the Clerk to Council shall be deemed to be a Fiduciary within the meaning of Article VIII herein;

(f) If so determined by the Chairman, the Bond shall not be issued in book-entry only form, and, in lieu thereof, shall be registered in the name of the Holder as directed by the purchaser thereof.

(g) An official statement need not be prepared in connection with the sale of the Bond pursuant to this Section 3.21, and, in which case, the delivery of the Bond shall be conditioned upon the delivery by the purchaser thereof at closing of a certificate in form satisfactory to Bond Counsel regarding the suitability of the purchaser and restrictions on transfer of the Bonds. The County shall not in such case be obligated to deliver a continuing disclosure certificate as otherwise provided in Exhibit D hereto.

[End of Article III]

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ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Bonds Subject to Redemption.

One or more Series of Bonds may be made subject to redemption if so determined by the County Administrator, upon advice of the Financial Advisor. In such case, the County Administrator shall establish the Redemption Dates upon which such Bonds shall be subject to redemption and the Redemption Prices, not to exceed 102% of par, which shall be paid to Holders upon redemption.

Section 4.02 County's Election to Redeem

In the event that the County shall, in accordance with the provisions of Section 4.01, elect to redeem Bonds, it shall give notice by County Request to the Registrar and Paying Agent of each optional redemption. Each County Request shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 60 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 4.03 Notice of Redemption.

If the County determines a Series of Bonds shall be subject to redemption as provided in Section 4.01, the following terms will apply:

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying (i) the Series of Bonds and maturities thereof to be redeemed; (ii) the Redemption Date; (iii) the Redemption Price; (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered Holders of all Bonds or portions of Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of Bonds held by Holders to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments or Government Obligations sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date. Interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price, plus accrued interest to the redemption date. On and after the

redemption date (unless the County shall default in the payment of the Redemption Price and accrued interest), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price and accrued interest has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption until the same shall have been paid.

Section 4.04 Selection by Registrar of Bonds to Be Redeemed.

(a) If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected, not less than 45 days prior to the date fixed for redemption, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the County in writing of the Bonds so selected for redemption.

Section 4.05 Deposit of Redemption Price.

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of and accrued interest on all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent.

Section 4.06 Partial Redemption of Bonds.

In the event part but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be cancelled in accordance with Section 3.13 hereof.

Section 4.07 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

[End of Article IV]

ARTICLE V

SALE OF BONDS

Section 5.01 Determination of Time to Receive Bids - Form of Notice of Sale.

The Bonds shall be sold at public sale, at not less than par and accrued interest to the date of delivery. Bids shall be received until 11:00 a.m. (local time) on a date to be selected by the County Administrator. The said Bonds shall be advertised for sale in *THE BOND BUYER* or *THE STATE*, which advertisement shall appear at least once, not less than seven (7) days before the date set for said sale. The form of the Official Notice of Sale as to the Bonds and the conditions of sale shall be substantially those set forth in Exhibit C attached hereto and made a part and parcel hereof with such changes, not inconsistent with the general terms of this Ordinance, as shall be approved by the County Administrator; provided, however, that a summary of that appearing as Exhibit C may be published at the election of the County Administrator in lieu of publication of the full Notice.

Section 5.02 Award of Bonds.

Upon receipt of bids for the Bonds, the County Administrator is authorized to award the Bonds to the bidder offering the lowest true interest cost or net interest cost therefore, as the case may be. The County Administrator is further authorized to name the Registrar and the Paying Agent of the Bonds in accordance with Section 3.05.

Section 5.03 Official Statement.

The County Administrator is authorized to prepare and cause to be distributed in connection with the sale of the Bonds an Official Statement, and he is further authorized to "deem final" a preliminary Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and cause the same to be distributed prior to the sale of the Bonds. The preliminary Official Statement may be distributed in electronic format.

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds including Temporary Investments.

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be expended and made use of by the Council as follows:

- (a) any premium shall be applied to costs of issuance;
- (b) the remaining proceeds shall be expended and made use of by the Council to defray the costs of issuance of the Bonds and for the Improvements, with allocation of such proceeds among the components of the Improvements to be determined by the County Administrator. Pending the use of proceeds for such purposes, the same shall be invested and reinvested by the Treasurer of Florence County, South Carolina, in Authorized Investments. All earnings from such investments determined by the Council to be not necessary to defray the cost of the undertakings as set forth above shall be applied to the interest due on the Bonds at their maturity; and
- (c) if any balance remains, it may be used for other capital projects of the County by subsequent resolution of Council or, if not so used, held by the Treasurer of the County in a special fund and used to effect the retirement of the Bonds authorized by this Ordinance.

Neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

ARTICLE VII

DEFEASANCE OF BONDS

Section 7.01 Discharge of Ordinance - Where and How Bonds are Deemed to Have Been Paid and Defeased.

If all of the said Bonds issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz:

(1) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or

(2) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with said Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment or Redemption Price and interest due and to become due on the Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by Article IV hereof, subject to the provisions of Section 3.19 in the event that at the time of such election the Bonds Outstanding are issued in book-entry only form.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment or Redemption Price, and interest on said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or Redemption Price, and interest to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment or Redemption Price, and interest may be paid over to the County, as received by the Paying Agent, free and clear of any trust, lien or pledge.

[End of Article VII]

ARTICLE VIII
CONCERNING THE FIDUCIARIES

Section 8.01 Fiduciary; Appointment and Acceptance of Duties.

The financial institution chosen pursuant to Section 3.05 hereof to act initially as Paying Agent and Registrar hereunder shall accept the duties and trusts imposed upon it by the Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by the Ordinance by a written acceptance.

Section 8.02 Responsibilities of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of the Ordinance or of any Bonds or as to the security afforded by the Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 8.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, Ordinance, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Ordinance, shall examine such instrument to determine whether it conforms to the requirements of the Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under the Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in the Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiduciary shall be sufficiently executed if executed in the name of the County by an Authorized Officer.

Section 8.04 Compensation.

The County shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under the Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Ordinance. Subject to the provisions of Section 8.02 hereof, the County further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the County and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 8.05 Certain Permitted Acts.

Any Fiduciary may become the owner or underwriter of any Bonds, notes or other obligations of the County or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Ordinance.

Section 8.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by the Ordinance by giving not less than 60 days written notice to the County and not less than 30 days written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to Section 8.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.07 Removal of Fiduciary.

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County.

Section 8.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to

the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the County written notice as provided in Section 8.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.09 Transfer of Rights and Property to Successor.

Any successor Fiduciary appointed under the Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the County, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under the Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Fiduciary shall promptly notify the Paying Agent and Depositories, if any, of its appointment as Fiduciary.

Section 8.10 Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by the Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 8.11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under the Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

[End of Article VIII]

ARTICLE IX

FEDERAL TAX CONSIDERATIONS

Section 9.01 Compliance with the Code.

The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, the requirement to file the information report 8038-G with the Internal Revenue Service. In this connection, the County covenants to execute any and all agreements, certificates and other documentation as it may be advised by bond counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer and by the County Administrator or either of them.

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 interest on the Bonds 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 issuance of Bonds. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided or refinanced by the net proceeds of the Bonds 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 Bonds or any facility refinanced with the proceeds of the Bonds 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 nor will it enter into any contracts with any person for the use or management of any facility refinanced with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13, as may be subsequently modified by applicable pronouncements of the United States Treasury Department.

(d) The County will not sell or lease any property refinanced by the Bonds 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 Bonds.

(e) The Bonds 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 Bonds.

Section 9.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant

thereto. Accordingly, the Council will be able to certify upon reasonable grounds that the Bonds herein provided for are not “arbitrage bonds” within the meaning of Section 148 of the Code.

[End of Article IX]

draft

ARTICLE X

MISCELLANEOUS

Section 10.01 Failure to Present Bonds.

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the County for the payment of such Bonds; provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five (5) years from a Bond Payment Date, provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

Section 10.02 Severability of Invalid Provisions.

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

Section 10.03 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 10.04 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holder from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 10.05 Continuing Disclosure.

(a) In accordance with Act No. 442 of the Acts and Joint Ordinances of the General Assembly of the State of South Carolina, 1994, the County hereby represents and covenants that it will file with the EMMA System maintained by the Municipal Securities Rulemaking Board or any successor thereto, a copy

of its annual independent audit within thirty (30) days of its receipt and acceptance, and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenues or five percent (5%) of its tax base.

(b) Council hereby covenants and agrees that it will comply with the requirements of (i) Rule 15c2-12 promulgated by the Securities and Exchange Commission. In this regard, the Chairman is hereby authorized to execute and deliver on behalf of the County a Disclosure Dissemination Agreement in substantially the Form of Exhibit D hereto, with such changes as may be approved by the Chairman, his approval to be evidenced by his execution thereof.

The only remedy for failure by the County to comply with the covenant in this Section 10.05 shall be an action for specific performance of this covenant. The Council specifically reserves the right to amend this covenant to reflect any change in Act 442 without the consent of any Bondholder.

Section 10.06 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council, the office of the Clerk of Court for Florence County, South Carolina (as a part of the Transcript of Proceedings) and at the offices of each of the Paying Agent and Registrar.

Section 10.07 Ordinance Effective.

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

ATTEST:

SIGNED:

Connie Y. Haselden, Clerk to County Council

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

EXHIBIT A

NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING EIGHT MILLION THREE HUNDRED THOUSAND DOLLAR (\$8,300,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO."

Notice is hereby given that by Ordinance effective _____, 2015, Florence County Council, the governing body of Florence County, South Carolina, adopted an ordinance providing for the issuance of not exceeding Eight Million Three Hundred Thousand Dollars (\$8,300,000) General Obligation Bonds, Series 2015C (the "Bonds"). The Bonds will be general obligations of Florence County, secured by the full faith, credit and taxing power thereof, payable by way of an ad valorem tax on all taxable property within the Florence County Fire Protection District.

Notice is further given that the provisions of Section 4-9-1220, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable, unless as provided by paragraph 8 of Section 11-27-40 of the Code of Laws of South Carolina, 1976, notice of intention to seek such a referendum signed by not less than five qualified electors shall be filed with the Clerk of Court for Florence County and with the Clerk to Florence County Council within twenty (20) days from the date of publication of this Notice.

By order of Florence County Council, South Carolina.

/s/ Chairman, Florence County Council, South Carolina

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
FLORENCE COUNTY
GENERAL OBLIGATION BONDS
(FLORENCE COUNTY FIRE PROTECTION DISTRICT)
SERIES 2015C

No. _____ \$ _____

| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>ORIGINAL ISSUE DATE</u> | <u>CUSIP</u> |
|----------------------|----------------------|----------------------------|--------------|
| | | _____, 2015 | |

Registered Holder:

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS THAT FLORENCE COUNTY, SOUTH CAROLINA (the "County") is justly indebted and, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this bond at the office of _____ in the City of _____, State of _____ (the "Registrar/Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County's obligation with respect to the payment of such principal sum shall be discharged. Interest on this bond is payable semiannually on April 1 and October 1 of each year commencing _____, until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent at the close of business on the 15th day next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.

[This bond is subject to redemption prior to its maturity as follows:]

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

This bond is one of a series of bonds (the "Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ _____, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, and a Ordinance duly adopted by the Florence County Council on _____, 2015 (the "Ordinance"). Capitalized terms used but not defined herein shall have the meanings ascribed to them by the Ordinance.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to

each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes. The County shall not be obligated to issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment Date.

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, taxing power and resources of the County are irrevocably pledged.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all state, county, school district, municipal and all other taxes or assessments of the State of South Carolina, except inheritance, estate, transfer taxes or certain franchise taxes.

For every exchange or transfer of the Bonds, the County and the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, the Florence County Council, the governing body of Florence County, South Carolina, has caused this Bond to be signed by the manual signature of its Chairman and its corporate seal to be hereunto impressed and attested to by the manual signature of its Clerk to Council.

(SEAL)

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Chairman, Florence County Council

Attest:

Clerk to Florence County Council

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

Registrar/Paying Agent

By: _____
Authorized Officer

Date of Authentication: _____, 2015

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

____ Custodian ____
(Cust) (Minor)

JT TEN - as joint tenants with right of
survivorship and not as tenants in common

under Uniform Gifts to Minors Act ____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

____ the within bond and
does hereby irrevocably constitute and appoint _____
attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated:

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in
the Securities Transfer Agent Medallion Program
(STAMP)

Notice: The signature to the assignment must
correspond with the name of the registered owner
as it appears upon the face of the within bond in
every particular, without alteration or enlargement
or any change whatever.

OFFICIAL NOTICE OF SALE
 \$8,300,000
 GENERAL OBLIGATION BONDS OF
 FLORENCE COUNTY, SOUTH CAROLINA
 (FLORENCE COUNTY FIRE PROTECTION DISTRICT),
 SERIES 2015C

SEALED PROPOSALS, addressed to the undersigned, will be received by the Florence County Council, until 11:00 a.m. (local time) on _____, 2015, at which time said proposals will be publicly opened in the Administrator's Office of Florence County, South Carolina, 180 N. Irby Street, Florence, South Carolina, for the purchase of \$8,300,000 General Obligation Bonds (Florence County Fire Protection District), Series 2015C (the "Bonds"). The Bonds will be issued as fully registered Bonds in the denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount maturing in any year. The Bonds will mature in the years and amounts as follows:

| <u>April 1</u> <u>of the Year</u> | <u>Principal</u> <u>Amount</u> |
|--------------------------------------|-----------------------------------|
|--------------------------------------|-----------------------------------|

The Bonds will be dated _____, 2015, and will bear interest from the date thereof, on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each, payable on each April 1 and October 1, beginning on April 1, 2016, until they respectively mature. Both principal and interest will be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The Paying Agent and Registrar for the Bonds shall be a financial institution maintaining corporate trust offices as agreed to by the initial purchaser of the Bonds and the County, or, in the event of a failure to agree, as named by the County.

Bank Qualification: The County has not designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

Redemption Provisions: [insert redemption provisions, if any]

Bid Requirements: A bid for less than all the Bonds or a bid at a price less than par will not be considered. Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20th or 1/8th of 1% with no greater difference than 2% between the highest and lowest rates of interest named by a bidder, (and with no rate named less than a rate named for a Bond of an earlier maturity.) Bidders are not limited as to the number of rates of interest named, but the rate of

interest on each separate maturity must be the same single rate for the Bonds of that maturity from their date to such maturity date. Any premium offered, which must not exceed \$_____, must be paid in cash as a part of the purchase price for the Bonds. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bonds: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest (true/net) interest cost ((T/N)IC) to the County calculated based on the dated/delivery date of the Bonds without regard to accrued interest. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Adjustment of Par Amount of Bonds: The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment, both before and after the receipt and opening of sealed bids for their purchase; provided that in no event shall the aggregate principal amount of the Bonds exceed \$_____. Changes to be made prior to the sale will be published on Munifacts not later than 9:30 a.m. EST on the date of sale.

If, after final computation of the proposals, the County determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds of any maturity (all calculations to be rounded to the nearest \$5,000), provided that any such decrease or increase shall not exceed 10% of the principal amounts shown above. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. The total purchase price of the Bonds will be increased or decreased in the direct proportion that the adjustment bears to the aggregate principal amount of the Bonds specified herein; and the Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same reoffering yield as are specified by the successful bidder for the Bonds of that maturity. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Bid Submission: Proposals for the Bonds should be marked "Proposal for \$8,300,000 General Obligation Bonds of Florence County, South Carolina (Florence County Fire Protection District), Series 2015C" and should be directed to the undersigned at the address in the first paragraph hereof.

If a bidder for the Bonds desires to have the Bonds insured, the bidder shall specify in its bid whether bond insurance will be purchased and the premium of such bond insurance must be paid at or prior to closing by the successful bidder.

Proposals may be delivered by hand, by mail, by facsimile transmission or by electronic bidding system, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed and the County shall not be responsible for any delay, failure, misdirection or error in the means of transmission selected by any bidder. No agent or employee of the County will undertake to receive proposals by means of oral communication.

Electronic bids must be submitted to the Parity Electronic Bid Submission System ("PARITY"). No other form of bid or provider of electronic bidding services will be accepted. Such bids are to be publicly opened and read at such time and place on said day. For the purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time with respect to all bids submitted.

If any provisions of this Official Notice of Sale conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY may be obtained from PARITY, 1359 Broadway, 2nd Floor, New York, NY 10018, telephone (212) 843-5021.

Written bids must be submitted on the Official Bid Form included with the Preliminary Official Statement or on a reasonable facsimile thereof. Electronic bids must be submitted to PARITY. Both written bids and electronic bids must be unconditional and received by the County and/or PARITY, respectively, before the time stated above. Each bid must be accompanied by a Good Faith Deposit or Financial Surety Bond (see below). The County is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid, including, without limitation, the providing of a bid security deposit.

Purpose: The Bonds are issued for the purposes of refunding certain outstanding general obligation indebtedness of the County, defraying the costs of certain capital improvements, and of paying costs of issuance of the Bonds.

Security: The Bonds shall constitute binding general obligations of the County, and the full faith, credit, taxing power, and resources of the County are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in Florence County Fire Protection District sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Official Statement: The Preliminary Official Statement dated _____, 2015, has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule.

The Preliminary Official Statement is available at _____. The County will furnish the successful bidder with a sufficient number of copies of the final Official Statement in order to allow the bidder to comply with the Rule, without charge, within seven working days of the acceptance of a bid for the Bonds.

Continuing Disclosure: In order to assist bidders in complying with SEC Rule 15c2-12, the County will undertake, pursuant to the bond ordinance authorizing the issuance of the Bonds and a Disclosure Dissemination Agreement, to annually file a report containing its audited financial statements and certain financial information and operating data, and, in addition, to provide notice of certain material events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of Haynsworth Sinkler Boyd, P.A., Bond Counsel, Florence, South Carolina, which opinion shall be attached to each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder for the Bonds must provide a certificate to Florence County not later than two business days following the sale date, and confirmed by a certificate delivered at closing, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel.

Delivery: The Bonds will be delivered within 30 days of the date of sale, through the facilities of DTC at the expense of the County, or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in Federal funds or other immediately available funds. The cost of preparing the Bonds will be borne by the County.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Persons seeking information should communicate with Kevin V. Yokim, County Finance Director, Florence County, 180 N. Irby Street, MSC-H, Florence, South Carolina 29501, telephone (843) 665-3013; Walter Goldsmith, Financial Advisor, First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, North Carolina 28204, telephone (704) 926-2453; or Benjamin T. Zeigler, Bond Counsel, Haynsworth Sinkler Boyd, P.A., 135 S. Dargan Street, Florence, South Carolina 29506, telephone (843) 673-5304.

This Notice is given to evidence the County's intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed upon no less than twelve hours prior to the time bids are to be received through Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids through Thomson Municipal News, Bloomberg, or other electronic information service.

Chairman, Florence County Council, South Carolina

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2015, is executed and delivered by Florence County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Disclosure Representative” means the Florence County Administrator or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

“Unscheduled draws on debt service reserves reflecting financial difficulties;”

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

“Substitution of credit or liquidity providers, or their failure to perform;”

“Adverse tax opinions, IRS notices or events affecting the tax status of the security;”

“Modifications to rights of securities holders, if material;”

“Bond calls, if material;”

“Defeasances;”

“Release, substitution, or sale of property securing repayment of the securities, if material;”

“Rating changes;”

“Tender offers;”

“Bankruptcy, insolvency, receivership or similar event of the obligated person;”

“Merger, consolidation, or acquisition of the obligated person, if material;” and

“Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure

as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement under the headings: "THE COUNTY-Five Year Summary of General Fund Operations"; "THE BONDS-Additional Security for the Bonds"; "CERTAIN FISCAL MATTERS -Market Value/Assessment Summary of the County"; "CERTAIN FISCAL MATTERS-Exempt Manufacturing Property"; "CERTAIN FISCAL MATTERS-Tax Collections in the County"; "CERTAIN FISCAL MATTERS-Ten Largest Taxpayers"; "CERTAIN FISCAL MATTERS-Millage History"; "THE COUNTY-Summary of General Fund Budget"; and "FINANCIAL AND TAX INFORMATION – Prior Sales Tax Collections".

Audited Financial Statements prepared in accordance with generally accepted accounting principles ("GAAP") as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

Principal and interest payment delinquencies;

Non-payment related defaults, if material;

Unscheduled draws on debt service reserves reflecting financial difficulties;

Unscheduled draws on credit enhancements reflecting financial difficulties;

Substitution of credit or liquidity providers, or their failure to perform;

Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

Modifications to rights of Bond holders, if material;

Bond calls, if material, and tender offers;

Defeasances;

Release, substitution, or sale of property securing repayment of the Bonds, if material;

Rating changes;

Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall

be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the

Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and

interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

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The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

FLORENCE COUNTY, SOUTH CAROLINA
as Issuer

By: _____
Name: Roger M. Poston
Title: Chairman, Florence County Council

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer Florence County, South Carolina
Name of Bond Issue: \$8,300,000 General Obligation Bonds (Florence County Fire Protection District), Series 2015C
Date of Issuance: _____, 2015
Date of Official Statement: _____, 2015

CUSIP Number: _____
CUSIP Number: _____
CUSIP Number: _____
CUSIP Number: _____
CUSIP Number: _____
CUSIP Number: _____
CUSIP Number: _____

draft

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer Florence County, South Carolina

Name of Bond Issue: \$8,300 000 General Obligation Bonds (Florence County Fire Protection District), Series 2015C

Date of Issuance: _____, 2015

Dates of Disclosure Agreement: _____, 2015

CUSIP Number: 340117

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc: Issuer

**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. ____ "Principal and interest payment delinquencies;"
2. ____ "Non-Payment related defaults, if material;"
3. ____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ____ "Modifications to rights of securities holders, if material;"
8. ____ "Bond calls, if material;"
9. ____ "Defeasances;"
10. ____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ____ "Rating changes;"
12. ____ "Tender offers;"
13. ____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. ____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. ____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

D-C-1

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

D-C-2

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ "quarterly/monthly financial information;"
2. _____ "change in fiscal year/timing of annual disclosure;"
3. _____ "change in accounting standard;"
4. _____ "interim/additional financial information/operating data;"
5. _____ "budget;"
6. _____ "investment/debt/financial policy;"
7. _____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. _____ "consultant reports;" and
9. _____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

cc: Issuer

D-C-3

DM: 4080482 v.3

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Second Reading of Ordinance No. 37-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Since Council desires to begin levying millage for the new courthouse in FY2015/16 rather than waiting the three years proposed in the original model, this bond needs to be issued to make the first annual payment.
2. The installment purchase revenue bond is technically debt of the Florence County Public Facilities Corporation. Florence County will have to issue a one-year general obligation bond every year during the life of the installment purchase revenue bond in order to make the base rent payments to the Corporation.

FUNDING FACTORS:

1. This general obligation bond will require a 1.1 mill increase in the Debt Service Fund millage rate for FY2015/16 and an additional 3.1 mill increase in FY2016/17.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 37-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 37-2014/15

Sponsor(s) : Finance
First Reading : June 4, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : June 18, 2015
Second Reading : June 18, 2015
Third Reading : June 25, 2015
Effective Date : Immediately

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

ORDINANCE NO. 37-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLAR (\$575,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.

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Exhibit A – Form of Notice of Adoption of Ordinance

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BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Ordinance, the Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

As of June 1, 2015, the County entered into a Base Lease Agreement (the "Base Lease") and a Public Facilities Purchase and Occupancy Agreement (the "Facilities Purchase Agreement") with Florence County Public Facilities Corporation, a South Carolina nonprofit corporation (the "Corporation"). Pursuant to the Base Lease, the County leased certain real property to the Corporation. In consideration therefor, the County was paid upon the execution thereof the sum of \$3,106,831.90 as rent.

Pursuant to the Facilities Purchase Agreement, the facilities subject to the Base Lease are being developed, financed, acquired, designed, equipped and constructed and made available for use by the County for a new County Judicial Center (the "Judicial Facilities"). The Facilities Purchase Agreement further provides for the payment by the County on a semi-annual basis of a portion of the purchase price of the Judicial Facilities ("Base Payments"). By the making of Base Payments to the Corporation, the County acquires an undivided interest in the Judicial Facilities. Upon the making of the final scheduled Base Payment under the Facilities Purchase Agreement, the County will have purchased all interest of the Corporation in the Judicial Facilities and will own the same outright.

The Corporation has, pursuant to the terms of a Trust Agreement between it and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") of the Corporation's \$42,000,000 Installment Purchase Revenue Bonds (Judicial Center Project), Series 2015 (the "Revenue Bond"), assigned its right to receive Base Payments, as defined in the Facilities Purchase Agreement, to the Trustee. The Base Payments have been calculated to yield the exact amount due by way of principal and interest on the Revenue Bond.

The first of the County's installments of Base Payments falling due in Calendar Year 2015, which payment falls due on October 1, 2015, amounts to a total of approximately \$525,000. The County has determined to adopt this ordinance to authorize the issuance of a general obligation bond of the County to provide funds with which to pay the net Base Payment due under the Facilities Purchase Agreement in Calendar Year 2015 and costs of issuance of such bond.

Section 1.02 Recital of Applicable Constitutional Provisions.

The Council is advised that the assessed value of all taxable property in the County for the year 2014, excluding property subject to a fee-in-lieu of ad valorem property taxes, will amount to \$446,736,262. Accordingly, the eight percent general obligation debt limit of the County as established by Section 14 of Article X of the South Carolina Constitution amounts to not less than the sum of \$35,738,900. As of the date of issuance of the bond authorized hereby, the County will have outstanding and chargeable against the debt limit general obligation bonded indebtedness in the amount of \$10,245,000. The County is therefore permitted under Section 14 of Article X of the South Carolina Constitution to issue the proposed general obligation bonds in order to raise the required sum, not to

exceed \$575,000, and under the provisions of said Section 14 of Article X of the South Carolina Constitution and of Act No. 113 of the 1999 Acts of the General Assembly of the State of South Carolina (now codified as Sections 11-27-10 through 11-27-100, Code of Laws of South Carolina, 1976) may do so without the necessity of holding an election.

Section 1.03 Holding of Public Hearing.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. Such public hearing has been duly held by Council prior to third reading of this Ordinance.

Section 1.04 Notice Pursuant to Section 11-27-40.

The Council is mindful of the fact that Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), applies to the provisions of this Ordinance. In the event that the Chairman determines in his sole discretion that it is necessary to proceed as soon as possible to issue and deliver the bond authorized hereby, the County may avail itself of the provisions of Paragraph 8 of Section 11-27-40 of the S.C. Code. In such case, notice shall be published in substantially in the form attached hereto as Exhibit A.

* * *

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

(1) As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Judicial Facilities” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Authorized Investments” means any securities which are authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina, 1976, as now and as may be hereafter amended.

“Authorized Officer” means the Chairman or the Vice-Chairman of the Council and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Base Payments” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Bond” means the Bond or Bonds issued in accordance with the provisions of this Ordinance.

“Bondholder” or “Holder” or “Owner” or similar term means, when used with respect to the Bond any person who shall be registered as the owner of the Bond outstanding.

“Bond Payment” means the payments of principal of and interest on the Bond.

“Bond Payment Date” means March 1, 2016.

“Clerk to Council” means the Clerk to the County Council of the County.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Florence County Council, South Carolina, the governing body of said County or any successor governing body of said County.

“County” means Florence County, South Carolina.

“County Administrator” means the County Administrator of Florence County.

“County Auditor” means the County Auditor of Florence County.

“County Treasurer” means the County Treasurer of Florence County.

“Enabling Act” means Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly.

“Facilities” means the facilities financed with the proceeds of the Revenue Bond.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Ordinance” shall mean this ordinance of the County Council authorizing the issuance of the Bond.

“Outstanding”, when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore delivered pursuant to this Ordinance except:

- (a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (b) any Bond deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Record Date” means the February 15, 2016.

“Registrar” means the County, acting through the Clerk to Council.

“Revenue Bond” means the \$42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bond, Series 2015, dated June 30, 2015.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

- (1) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (2) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (4) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

* * *

ARTICLE III

ISSUANCE OF BOND

Section 3.01 Ordering the Issuance of the Bond.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds with which to make Base Payments and pay other costs identified in Section 1.01 of this Ordinance, there shall be issued a not exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) general obligation bond of the County, to be styled "General Obligation Bond, Series 2015D." The County Administrator shall determine the actual amount of the Bond, not to exceed \$575,000, in his sole discretion in order to accomplish the purposes of this Ordinance.

Section 3.02 Maturity Schedule of Bond.

The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date to the Bond Payment Date. The Bond shall mature as to principal and interest, without privilege of early redemption, on the Bond Payment Date.

Section 3.03 Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.

(a) The Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bond shall be issued in the form of one (1) fully registered bond.

(c) The Bond Payment shall be payable to the Person appearing on the Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, as the registered Owner thereof. The Bond Payment shall be made on or after the Bond Payment Date upon the presentation and surrender for cancellation of the Bond at the office of the County Treasurer, provided, however, that the County Administrator may, upon advice of bond counsel, elect to waive presentation and surrender if requested by the purchaser of the Bond, in which case the Bond Payment shall be paid by check, draft or wire transfer as determined by the County Treasurer.

Section 3.04 Execution and Authentication.

(a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer or Officers, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to Council or other Authorized Officer (other than the officer or officers executing the Bond). The Bond may bear the manual signature of any person who shall have been such an Authorized Officer authorized to sign the Bond at the time such Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of the Bond.

(b) The Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Ordinance.

Section 3.05 Exchange of the Bond.

The Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.06 Transferability and Registry.

The Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County (acting through the Clerk to Council), as Registrar, shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

Section 3.07 Transfer of the Bond.

The Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Regulations with Respect to Exchanges and Transfers.

The Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding any (a) Bond Payment Date, or (b) date upon which the Bond will be redeemed.

Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss, or theft of the Bond, and there is delivered to the Registrar such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a bona fide purchaser, the County shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor, maturity, and interest rate bearing a number unlike that of such mutilated, destroyed, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond has become or is to become due for final payment within one year, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.09, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost, or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to the Ordinance.

(d) The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

Section 3.10 Holder As Owner of Bond.

In its capacity as Registrar, the County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes, and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.11 Cancellation of the Bond.

The Registrar shall destroy the Bond when the same shall be surrendered to it for cancellation. In such event, the Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.12 Payments Due Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.13 Tax Exemption in South Carolina.

The Bond Payments shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.

For the payment of principal of and interest on the Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are hereby irrevocably pledged, and there shall be levied an ad valorem tax upon all taxable property

located within the County sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.15 Notice to Auditor and Treasurer.

The County Auditor and the County Treasurer shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the County ad valorem property taxes in an amount sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.16 Form of Bond.

The form of the Bond, and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

* * *

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ARTICLE IV
REDEMPTION OF BOND

Section 4.01 Redemption of Bond.

The Bond shall not be subject to redemption prior to maturity.

* * *

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ARTICLE V

SALE OF BOND

Section 5.01 Sale of Bond.

The County Administrator is authorized to negotiate terms for the sale of the Bond, consistent with this Ordinance, with one or more financial institutions of his choosing, and to award the Bond to such financial institution offering, in his sole discretion, the most favorable terms to the County. The Bond shall bear such fixed interest rate as shall be agreed to by the County Administrator, upon advice of bond counsel, and the purchaser thereof, provided that the interest rate shall not exceed 7.00% without prior approval by resolution of the Council. In accordance with §11-27-40(4), Code of Laws of South Carolina, 1976, Notice of the private sale of the Bond, in form substantially similar to that appearing as Exhibit C hereto, shall be published in a newspaper of general circulation of the County not less than seven (7) days before the issuance of the Bond.

* * *

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ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bond shall be expended and made use of by the County as follows:

(a) the amounts determined by the County Administrator, upon advice of the bond counsel, to be sufficient, including investment earnings thereon, to allow the County to pay the Base Payment on October 1, 2015, taking into account all other amounts credited against payments of Base Payments, shall be paid to and held by the County Treasurer of Florence County and applied to payment of the Base Payment when due;

(b) the remaining proceeds shall be expended and made use of by the County to defray the costs of issuing the Bond. Pending the use of Bond proceeds, the same shall be invested and reinvested by the County Treasurer, in Authorized Investments. All earnings from such investments, if not required for payment of issuance costs, shall be applied to pay the interest due on the Bond on March 1, 2016.

(c) If any balance remains, it shall be held by the County Treasurer, in a special fund and used to effect the retirement of the Bond authorized by this Ordinance, or, if so provided by supplemental ordinance of the Council, expended for some other purpose lawful under the Enabling Act.

Provided, that neither the purchaser nor any Holder of the Bond shall be liable for the proper application of the proceeds thereof.

* * *

ARTICLE VII

DEFEASANCE OF BOND

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to Have Been Paid and Defeased.

If the Bond and the interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) A third party fiduciary, which shall be any bank, trust company, or national banking association which is authorized to provide corporate trust services (the "Fiduciary"), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of all Bond Payments due thereunder; or

(2) If default in the payment of the Bond Payment due shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time the Fiduciary shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bond prior to the Bond Payment Date and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay when due the Bond Payment.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the interest, if any, thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payment; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, if not then needed for such purpose, shall to the extent practicable be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Bond Payment on the Bond Payment Date, and interest earned from such reinvestments not required for the payment of the Bond Payment, may be paid over to the County, free and clear of any trust, lien or pledge.

* * *

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Tax Covenants.

Council hereby covenants and agrees that the County will comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, compliance with which is required in order that interest on the Bond be and remain excludable from the gross income of the Holders for Federal income tax purposes. Council further covenants to file Internal Revenue Service form 8038-G at the time and in the place required therefor under the Code.

Section 8.02 Ability to Meet Arbitrage Requirement; Private Activity Limitations.

Careful consideration has been given to the time in which the expenditure of the proceeds of the Bond will be made, and it has been ascertained that all Bond proceeds will be expended within the limitations imposed by the Internal Revenue Code of 1986 as amended (the "Code"); accordingly the Council will be able to certify upon reasonable grounds that the Bond herein provided for is not an "arbitrage bond" within the meaning of Section 148 of the Code.

The Council hereby covenants to comply with all of the restrictions and requirements of the Code as its provisions are applicable to the Bond authorized herein in order that such bond shall be and remain exempt from federal income taxation. Without limiting the generality of the foregoing, the Council specifically covenants that:

(a) All property provided by the net proceeds of the Bond 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 Bond or any facility financed or refinanced with the proceeds of the Bond to be used in any manner that would result in (i) 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 (ii) 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 nor will any of them enter into any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13, as modified by the Code or subsequent pronouncements by the Internal Revenue Service, or the County obtains the opinion of Bond Counsel that such arrangement will not adversely affect the tax exemption of the Bond.

(d) The County will not sell or lease the Improvements or any property financed or refinanced by the Bond to any person unless the County obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Bond.

(e) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the Improvements and shall not enter into any such leases or contracts unless the County obtains the opinion of Bond Counsel that such action will not affect the tax exemption of the Bond.

Section 8.03 Severability of Invalid Provisions.

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

Section 8.04 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection, and security of the Holders of the Bond.

Section 8.05 Continuing Disclosure.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.05 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

Section 8.06 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council and in the office of the Clerk of Court for Florence County (as a part of the Transcript of Proceedings).

Section 8.07 Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

Section 8.08 Effective Date of Ordinance.

This Ordinance shall take effect immediately and no further authorization is required to execute and deliver all documents and certificates required to effect the sale, issuance and delivery of the Bonds. This Ordinance shall be construed liberally to effect the intent of Council.

ATTEST:

Connie Y. Haselden, Clerk to County Council

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLAR (\$575,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO."

Notice is hereby given that by Ordinance effective _____, 2015, Florence County Council, the governing body of Florence County, South Carolina, adopted an ordinance providing for the issuance of a not exceeding Five Hundred Seventy-Five Thousand Dollar (\$575,000) General Obligation Bond, Series 2015D (the "Bond"). The Bond will be a general obligation of Florence County, secured by the full faith, credit and taxing power thereof, payable by way of an ad valorem tax on all taxable property within the County.

Notice is further given that the provisions of Section 4-9-1220, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable, unless as provided by paragraph 8 of Section 11-27-40 of the Code of Laws of South Carolina, 1976, notice of intention to seek such a referendum signed by not less than five qualified electors shall be filed with the Clerk of Court for Florence County and with the Clerk to Florence County Council within twenty (20) days from the date of publication of this Notice.

By order of Florence County Council, South Carolina.

Chairman, Florence County Council,
South Carolina

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
GENERAL OBLIGATION BOND, SERIES 2015D

No. 1

Registered Holder:

Principal Amount: _____ DOLLARS (\$ _____)

FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above.

This Bond is issued in the principal amount of _____ Dollars (\$ _____) for purposes authorized by and pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Sections 4-15-10 through 4-15-180, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of the County (the "Ordinance"). This Bond shall not be subject to redemption prior to maturity.

The principal and interest on this Bond shall be due and payable on March 1, 2016 (the "Bond Payment Date") and shall be payable (upon presentation of this Bond at the office of the County Treasurer of the County) (by check, draft or wire transfer as directed by the Holder hereof). This Bond shall bear interest at the rate of _____ per centum (____%) per annum calculated on the basis of a 360 day year consisting of twelve 30 day months, from _____, 2015. The Bond Payment is payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Florence County and in the office of the Florence County Council.

This Bond is payable from a tax levied on all taxable property within the County. For the prompt payment of the Bond Payments as the same shall become due, the full faith, credit, and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer, or certain franchise taxes.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the

registered holder or his duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions, and things required to exist, happen, and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bond in order to make the legal, valid, and binding general obligation of the County in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bond does not exceed or violate any constitutional, statutory, or other limitation upon the amount of indebtedness prescribed by law.

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the Florence County Council, attested by the manual signature of the Clerk to the Florence County Council, and the seal of the County impressed hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(Seal)

Chairman, Florence County Council,
South Carolina

ATTEST:

Clerk to Florence County Council,
South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

Clerk to Council, as Registrar

By: _____

Date of Authentication: _____, 2015.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right of
survivorship and not as tenants in common

under Uniform Gifts to Minors Act _____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
the
within bond and does hereby irrevocably constitute and appoint
attorney
to transfer the within bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in
the Securities Transfer Agent Medallion Program
(STAMP)

Notice: The signature to the assignment must
correspond with the name of the registered owner
as it appears upon the face of the within bond in
every particular, without alteration or enlargement
or any change whatever.

FORM OF NOTICE OF PRIVATE SALE

Florence County, South Carolina will, on _____, 2015, deliver to _____ its \$ _____ General Obligation Bond, Series 2015D (the "Bond"). The Bond, which was sold at par to _____, bears interest at a rate of _____ percentum per annum (____%) and is payable by way of _____.

Chairman, Florence County Council,
South Carolina

draft

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Second Reading of Ordinance No. 02-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Ordinance No. 01-2015/16 In Order To Increase The Debt Service Millage For Florence County For The FY2015/16 Budget And Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. County Council has approved Ordinance No. 33-2014/15 to issue installment purchase revenue bonds for a new judicial center for Florence County.
2. County Council desires to shorten the life of these installment purchase revenue bonds from twenty five (25) years to twenty (20) years, thereby saving the taxpayers of Florence County in excess of \$12,000,000 in comparison to the original financing model.

FUNDING FACTORS:

1. Changing the financing model in order to shorten the life of the installment purchase revenue bonds requires that the FY2015/16 budget ordinance be amended to increase debt service millage by 1.1 mills from 8.5 mills to 9.6 mills.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 02-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 02-2015/16

Sponsor(s) : County Council
 Introduction : June 4, 2015
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 18, 2015
 Second Reading : June 18, 2015
 Third Reading : June 25, 2015
 Effective Date : July 1, 2015

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

ORDINANCE NO. 02-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Ordinance No. 01-2015/16 In Order To Increase The Debt Service Millage For Florence County For The FY2015/16 Budget And Other Matters Related Thereto.]

WHEREAS:

1. County Council has approved Ordinance No. 33-2014/15 to issue installment purchase revenue bonds for a new judicial center for Florence County; and
2. County Council desires to shorten the life of these installment purchase revenue bonds from twenty five (25) years to twenty (20) years, thereby saving the taxpayers of Florence County in excess of \$12,000,000 in comparison to the original financing model.

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

1. The Florence County Council hereby amends Ordinance No. 01-2015/16 to delete the following language:

SECTION 1. APPROPRIATIONS

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e., which shall be reflected on tax bills:

| | <u>FY15</u> | <u>FY16</u> |
|-----------------|-------------|-------------|
| Florence County | 73.0 | 74.6 |
| Debt Service | 8.5 | 8.5 |

e. Funds:

| | | |
|----|---------------------|-------------|
| 45 | Debt Service Fund * | \$4,134,122 |
|----|---------------------|-------------|

and insert the following language in its place:

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e., which shall be reflected on tax bills:

| | <u>FY15</u> | <u>FY16</u> |
|-----------------|-------------|-------------|
| Florence County | 73.0 | 74.6 |
| Debt Service | 8.5 | 9.6 |

e. Funds:

| | | |
|----|---------------------|-------------|
| 45 | Debt Service Fund * | \$4,574,122 |
|----|---------------------|-------------|

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

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

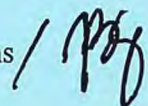
Roger M. Poston, Chairman
Florence County Council

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FLORENCE COUNTY COUNCIL MEETING
Thursday, June 18, 2015

AGENDA ITEM: Ordinance No. 38-2014/15
Introduction – By Title Only

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, Jefferies Creek, 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 RU-1, Rural Community 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)* Introduce Ordinance No. 38-2014/15 By Title Only.
2. Provide An Alternate Direction.

ATTACHMENTS:

1. Ordinance No. 38-2014/15 (title only)
2. Location Map

| | | |
|------------------------------------|---|---------------------|
| Sponsor(s) | : | Planning Commission |
| Planning Commission Consideration | : | |
| Planning Commission Public Hearing | : | |
| Planning Commission Action | : | |
| First Reading/Introduction | : | June 18, 2015 |
| 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. 38-2014/15

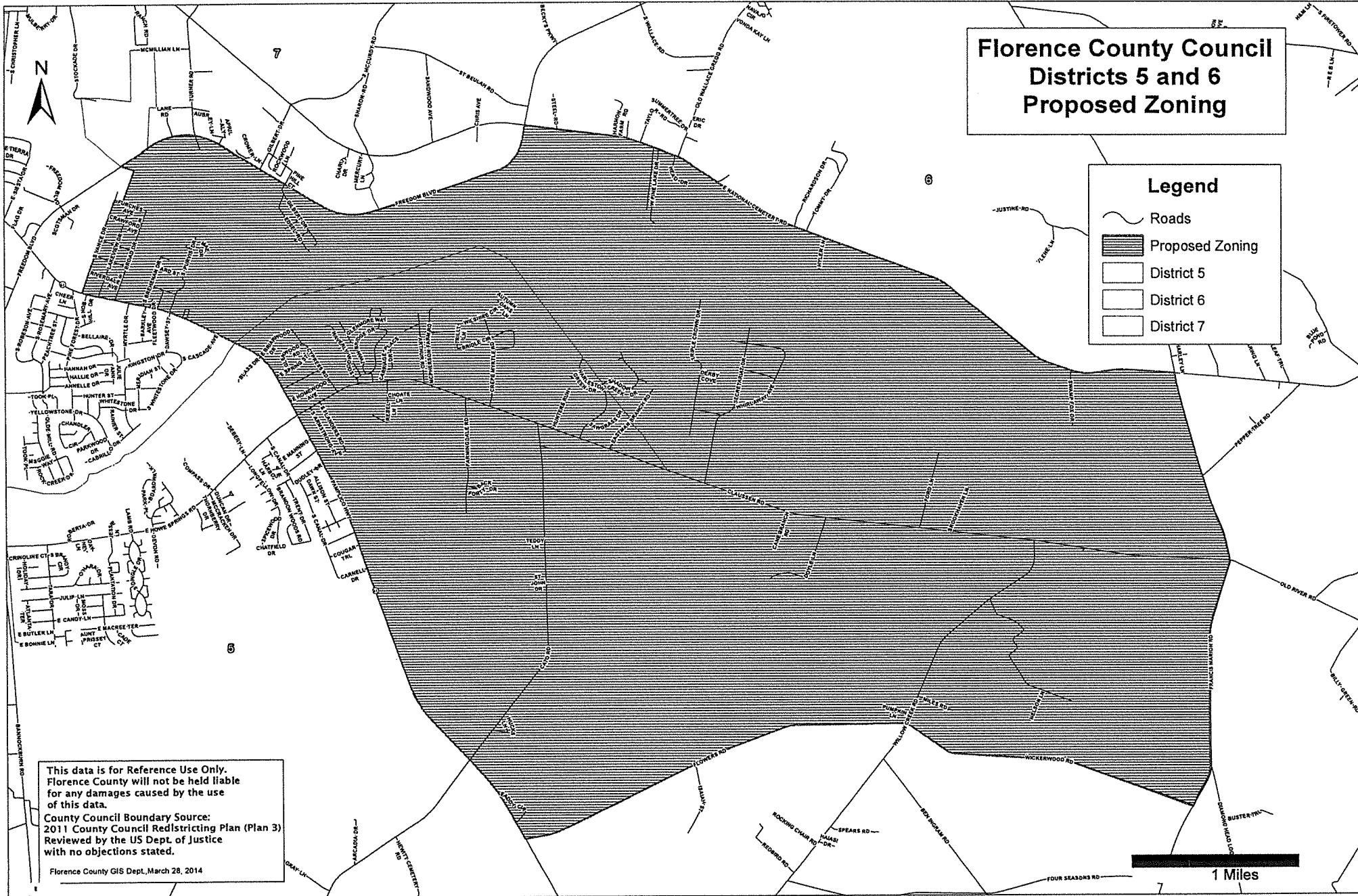
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, Jeffries Creek, 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 RU-1, Rural Community 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 Districts 5 and 6 Proposed Zoning

Legend

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



This data is for Reference Use Only.
Florence County will not be held liable
for any damages caused by the use
of this data.
County Council Boundary Source:
2011 County Council Redistricting Plan (Plan 3)
Reviewed by the US Dept. of Justice
with no objections stated.
Florence County GIS Dept, March 28, 2014

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Boards & Commissions
 Accommodations Tax Advisory Committee

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Reappointment Of Robert Hawkins To Serve On The Accommodations Tax Advisory Committee, Seat 1, With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Accommodations Tax Advisory Committee.

ACCOMMODATIONS TAX ADVISORY COMMITTEE

AUTHORITY: LEGISLATIVE BILL H.2186
ORDINANCE #7-87/88 (Effective 9-29-87)
APPOINTED BY: COUNTY COUNCIL **MEMBERSHIP ROSTER**

Seven (7) members; a majority to be hospitality industry representatives; one member to represent the cultural organizations of the County. As long as the County receives more in distribution than it collects, membership shall be representative of all areas, with a majority from no one area. Membership determined as follows:

| <u>SEAT</u> | <u>AREA REPRESENTED</u> |
|-------------|---|
| 1 | COUNCIL DISTRICTS 4, 8, AND 9 |
| 2 | COUNCIL DISTRICTS 4, 8, AND 9 |
| 3 | COUNCIL DISTRICTS 3, 6, AND 7 |
| 4 | COUNCIL DISTRICTS 3, 6, AND 7 |
| 5 | COUNCIL DISTRICTS 1, 2, AND 5 |
| 6 | COUNCIL DISTRICTS 1, 2, AND 5 |
| 7 | AT-LARGE CULTURAL ORGANIZATION REPRESENTATIVE |

Staggered three-year terms ending on June 30. Vacancies shall be filled in the manner of the original appointment for the unexpired term.

| <u>SEAT</u> | <u>DIST.</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-------------|--------------|--|-----------------------|
| 1 | 9 | Robert Hawkins 4027 W. Pelican Lane 661-5777 Florence, SC 29501 665-6252 hawkr@bellsouth.net | 6/2015 |
| 2 | 8 | Gregg Parsons Raldex, Inc. 413-5115 - O 2671 Hospitality Boulevard 409-2773 - M Florence, SC 29501 661-2986 - F gregg@raldex.com | 6/2009 |
| 3 | 3 | Kanti Patel Econo Lodge 332-9898 - O 1916 W. Lucas St. 615-8508 - M Florence, SC 29501 ffihartsville@sree.com | 6/2009 |
| 4 | 7 | James Byrd 111 East Sam Harrell Road 662-6536 - H Florence, SC 29506 669-4441 ByrdTVrepair@yahoo.com | 6/2016 |

ACCOMMODATIONS TAX ADVISORY COMMITTEE (Page 2)

| <u>SEAT</u> | <u>DIST.</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-------------|--------------|--|---|
| 5 | | Johnny Fryar Security Inn 319 Sumter Street Lake City, SC 29560 securityinn@sc.twcbc.com | 374-7666 - O 374-7609 6/2013 |
| 6 | | Shelby Kirby P O Box 935 Lake City, SC 29560 ShelbyJKirby@yahoo.com | 374-7378 - O 659-3007 - H 6/2015 |
| 7 | AT LARGE | <u>Secretary</u> Holly Young Beaumier, Director Florence Convention & Visitors Bureau 3290 W. Radio Drive Florence, SC 29501 Holly.beaumier@visitflo.com | 664-0330 687-3345 - Cell 6/2006 |

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Boards & Commissions
 Board of Assessment Appeals

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Reappointment Of Dwight Hyman To Serve On The Board Of Assessment Appeals, Representing Council District 9, 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 | 6/2017 |
| 2 | A. C. Allen, Chair 2431 Allen Road Effingham, SC 29541 | 6/2009 669-9867 |
| 3 | Vacant | 6/2017 |
| 4 | Joseph "Joey" M. Brown, Jr. 4219 Oak Grove Road Effingham, SC 29541 | 6/2006 662-3367 |
| 5 | David S. Kelley 1449 N. Jones Road Olanta, SC 29114 | 6/2006 659-3133 |
| 6 | Stoney Moore 4516 Justine Road Florence, SC 29506 | 6/2014 665-4839 - H |

| | | |
|---|--|------------------------|
| 7 | Roland Briggs 1941 Goose Pond Lane Post Office Box 15207 Quinby, SC 29506 | 6/2015 317-9682 |
| 8 | Mrs. Susan Snow 547 Fairway Drive Florence, SC 29501 | 6/2015 669-3235 - H |
| 9 | Dwight Hyman 1021 Mockingbird Circle Florence, SC 29501 | 6/2015 |

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Boards & Commissions
 Economic Development Partnership Board

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Appointment Of Dennis Dorman To Serve On The Economic Development Partnership Board, Representing Council District 9, With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Economic Development Partnership Board.

**FLORENCE COUNTY ECONOMIC DEVELOPMENT
PARTNERSHIP**

AUTHORITY:

**Ordinances #4-81/82 and #7-81/82
#4-91/92, #10-98/99 and #32-99/2000 and #20-2013/14**

APPOINTED BY:

County Council

The Economic Development Partnership shall consist of a total of up to twenty (20) members. Nine (9) of the voting members shall be appointed by County Council, with one (1) member representing each County Council district. Terms are for four (4) years.

MEMBERSHIP ROSTER

| <u>SEAT</u> | <u>COUNCIL DISTRICT</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-------------|-----------------------------|---|--|
| 1 | 1 | Stewart Altman 335 Scotland Road Lake City, SC 29560 | 6/2016 389-3990 - H 394-1000 - O |
| 2 | 2 | Vacant | 6/2015 |
| 3 | 3 | Terry Dingle Director of Internal Relations Florence-Darlington Technical College Post Office Box 100548 Florence, South Carolina 29502 | 6/2011 661-8321 |
| 4 | 4 | Jeff Helton Honda of South Carolina Mfg. Inc. 1111 Honda Way Timmons ville, SC 29161-9421 | 346-8000 6/2005 |
| 5 | 5 | Henry W. Swink 6615 S. Irby St. Effingham, SC 29541 | 6/2017 662.2223 (O) |

| <u>SEAT</u> | <u>COUNCIL DISTRICT</u> | <u>APPOINTEE</u> | <u>TERM TO EXPIRE</u> |
|-------------|-----------------------------|--|----------------------------|
| 6 | 6 | Joe W. "Rocky" Pearce, Jr. 1945 W. Palmetto St., Ste 105 (29501) P O Box 2270 Florence, SC 29503 | 6/2017 669-9846 - O |
| 7 | 7 | Odell Spears Spears Masonry P O Box 15208 Quinby, SC 29506 | 6/2017 661-0890 - H |
| 8 | 8 | Ken Jackson 2147 Hoffmeyer Rd. Florence, SC 29501 | 6/2015 667-0233 |
| 9 | 9 | John D. Bankson, Jr. Wachovia Bank Post Office Box 100533 Florence, SC 29501 <u>John.bankson@wellsfargo.com</u> | 6/2015 664-4093 |

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Boards & Commissions
 Planning Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Reappointment Of Cheryl Floyd To Serve On The Planning Commission,
Representing Council District 5, 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 DISTRICT</u> | <u>APPOINTEE</u> | <u>(Terms begin July 1, 2008)</u> <u>TERM TO EXPIRE</u> |
|-----------------------------|---|--|
| 1 | Karon Epps 105 Westover St. Lake City, SC 29560 karon@emerealty.com | 373-2164 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 6/2018 |
| 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 | Allie Brooks 401 South Second Street Florence, South Carolina 29506 | 6/2016 |
| 8 | Vice-Chairman Jody Bryan Lane P O Box 4807 Florence, SC 29502 jodyblane@gmail.com | 6/2015 667-0752 - H |
| 9 | Linda Borgman 1010 Birch Circle Florence, SC 29501 linda@newharmoniypres.org | 6/2018 662-8411 - O 669-5157 - H |

TWO MUNICIPAL APPOINTEES:

- | | | |
|----|--|------------------------|
| 1. | Vacant | 6/2016 |
| 2. | T. R. "Teddy" Green, III 25 Queen Elizabeth Way Quinby, SC 29506 tgreenjr@sc.rr.com | 6/2010 669-4983 - H |

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

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 April 30, 2015 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 04/30/15**

| | | YEAR-TO-DATE | | |
|----------------------------|-------------------|-------------------|------------------|---------------|
| | BUDGETED | ACTUAL | REMAINING | PCT |
| | REVENUE | REVENUE | BALANCE | |
| REVENUES | | | | |
| Taxes | 37,940,690 | 34,583,583 | 3,357,107 | 8.85% |
| Licenses & Permits | 1,525,350 | 961,129 | 564,221 | 36.99% |
| Fines & Fees | 3,229,000 | 2,287,383 | 941,617 | 29.16% |
| Intergovernmental | 5,932,783 | 3,599,228 | 2,333,555 | 39.33% |
| Sales and Other Functional | 5,838,050 | 4,696,892 | 1,141,158 | 19.55% |
| Miscellaneous | 418,250 | 569,633 | (151,383) | -36.19% |
| Operating Transfers | (858,689) | - | (858,689) | 100.00% |
| Use of Fund Balance | - | - | - | |
| TOTAL | 54,025,434 | 46,697,849 | 7,327,585 | 13.56% |

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY15
07/01/14 TO 04/30/15**

| | | YEAR-TO-DATE | | | |
|--------------|-----------------------------------|--------------|-------------|------------|---------|
| | | BUDGETED | ACTUAL | REMAINING | PCT |
| | | EXPENDITURE | EXPENDITURE | BALANCE | |
| EXPENDITURES | | | | | |
| 10-411-401 | County Council | 353,581 | 277,712 | 75,870 | 21.46% |
| 10-411-402 | Administrator | 631,634 | 409,382 | 222,251 | 35.19% |
| 10-411-403 | Clerk of Court | 1,836,252 | 1,403,434 | 432,818 | 23.57% |
| 10-411-404 | Solicitor | 1,111,272 | 883,120 | 228,152 | 20.53% |
| 10-411-405 | Judge of Probate | 583,476 | 458,286 | 125,190 | 21.46% |
| 10-411-406 | Public Defender | 761,055 | 578,771 | 182,284 | 23.95% |
| 10-411-407 | Magistrates | 2,347,412 | 1,809,912 | 537,500 | 22.90% |
| 10-411-409 | Legal Services | 79,000 | 65,962 | 13,038 | 16.50% |
| 10-411-410 | Voter Registration & Elections | 577,248 | 516,662 | 60,586 | 10.50% |
| 10-411-411 | Finance | 770,075 | 612,567 | 157,508 | 20.45% |
| 10-411-412 | Human Resources | 397,559 | 277,674 | 119,885 | 30.16% |
| 10-411-413 | Procurement & Vehicle Maintenance | 649,999 | 740,414 | (90,415) | -13.91% |
| 10-411-414 | Administrative Services | 447,053 | 329,830 | 117,223 | 26.22% |
| 10-411-415 | Treasurer | 1,245,007 | 1,008,633 | 236,374 | 18.99% |
| 10-411-416 | Auditor | 479,576 | 372,559 | 107,017 | 22.31% |
| 10-411-417 | Tax Assessor | 1,330,487 | 1,057,812 | 272,675 | 20.49% |
| 10-411-418 | Planning and Building | 2,068,117 | 1,354,984 | 713,133 | 34.48% |
| 10-411-419 | Complex | 1,374,112 | 1,205,018 | 169,094 | 12.31% |
| 10-411-420 | Facilities Management | 758,623 | 621,325 | 137,299 | 18.10% |
| 10-411-427 | Information Technology | 2,097,533 | 1,624,192 | 473,341 | 22.57% |
| 10-411-446 | Veteran's Affairs | 155,822 | 123,939 | 31,883 | 20.46% |
| 10-411-480 | Senior Citizen Centers | 325,223 | 222,647 | 102,576 | 31.54% |
| 10-411-485 | General Direct Assistance | 217,996 | 198,554 | 19,442 | 8.92% |
| 10-411-488 | Contingency | 225,140 | 135,896 | 89,244 | 39.64% |
| 10-411-489 | Employee Non-Departmental | 526,415 | 554,110 | (27,695) | -5.26% |
| 10-421-421 | Sheriff's Office | 17,004,890 | 13,126,257 | 3,878,633 | 22.81% |
| 10-421-422 | Emergency Management | 2,475,320 | 1,989,559 | 485,761 | 19.62% |
| 10-451-423 | EMS | 5,763,141 | 4,416,847 | 1,346,295 | 23.36% |
| 10-451-424 | Rescue Squads | 359,211 | 259,326 | 99,885 | 27.81% |
| 10-451-425 | Coroner | 327,969 | 262,101 | 65,868 | 20.08% |
| 10-451-441 | Health Department | 80,934 | 80,839 | 95 | 0.12% |
| 10-451-442 | Environmental Services | 809,999 | 601,337 | 208,662 | 25.76% |
| 10-451-485 | Health Direct Assistance | 14,502 | 5,199 | 9,303 | 64.15% |
| 10-461-485 | Welfare - MIAP & DSS | 552,433 | 511,122 | 41,311 | 7.48% |
| 10-471-451 | Recreation | 1,828,856 | 1,485,929 | 342,927 | 18.75% |
| 10-471-455 | County Library | 3,628,157 | 2,958,355 | 669,802 | 18.46% |
| 10-481-485 | Literacy Council | 4,515 | 3,386 | 1,129 | 25.00% |
| TOTAL | | 54,199,594 | 42,543,649 | 11,655,945 | 21.51% |

Percent of Fiscal Year Remaining = 16.67%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/14 TO 04/30/15**

| | 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 | 3,879,855 | 86,829 | 2.19% | 3,966,684 | 3,646,572 | 320,112 | 8.07% |
| 112 Economic Development Partnership Fund | 439,749 | 349,183 | 90,566 | 20.60% | 439,749 | 56,937 | 382,812 | 87.05% |
| 123 Local Accommodations Tax Fund | 2,473,549 | 2,518,299 | - | 0.00% | 2,473,549 | 1,535,206 | 938,343 | 37.94% |
| 124 Local Hospitality Tax Fund | 1,543,062 | 1,336,309 | 206,753 | 13.40% | 1,543,062 | 1,107,647 | 435,415 | 28.22% |
| 131 District Utility Allocation Fund | 1,000,000 | 613,970 | 386,030 | 38.60% | 1,000,000 | 1,000,000 | - | 0.00% |
| 132 District Infrastructure Allocation Fund | 1,013,601 | 394,214 | 619,387 | 61.11% | 1,013,601 | 698,601 | 315,000 | 31.08% |
| 151 Law Library Fund | 100,000 | 45,579 | 54,421 | 54.42% | 100,000 | 28,270 | 71,730 | 71.73% |
| 153 Road System Maintenance Fee Fund | 3,836,860 | 2,510,966 | 1,325,894 | 34.56% | 3,836,860 | 2,397,753 | 1,439,107 | 37.51% |
| 154 Victim/Witness Assistance Fund | 225,404 | 181,272 | 44,132 | 19.58% | 225,404 | 144,085 | 81,319 | 36.08% |
| 421 Landfill Fund | 4,132,165 | 2,861,024 | 1,271,141 | 30.76% | 4,132,165 | 3,694,709 | 437,456 | 10.59% |
| 431 E911 System Fund | 1,189,211 | 267,799 | 921,412 | 77.48% | 1,189,211 | 447,334 | 741,877 | 62.38% |
| TOTALS: | 19,920,285 | 14,958,470 | 5,006,564 | 25.13% | 19,920,285 | 14,757,114 | 5,163,171 | 25.92% |

Percent of Fiscal Year Remaining: 16.67%

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

\$ 156,367,653

District Allocation Balances
Beginning Balances as of 4/30/2015

| Council District # | Type of Allocation | Beginning Budget FY14 | Commitments & Current Year Expenditures | Current Available Balances |
|-------------------------------|-------------------------------|--------------------------------------|--|---------------------------------------|
| 1 | Infrastructure | 101,342 | 51,831 | 49,511 |
| | Paving | 178,063 | 16,012 | 162,051 |
| | Utility | 95,137 | 49,173 | 45,964 |
| | In-Kind | 19,800 | 3,030 | 16,770 |
| 2 | Infrastructure | 48,748 | 48,748 | (0) |
| | Paving | 253,324 | 39,900 | 213,424 |
| | Utility | 26,152 | 25,903 | 249 |
| | In-Kind | 19,800 | 504 | 19,296 |
| 3 | Infrastructure | 42,275 | 42,275 | 0 |
| | Paving | 198,887 | 86,750 | 112,137 |
| | Utility | 102,371 | 71,978 | 30,393 |
| | In-Kind | 19,800 | - | 19,800 |
| 4 | Infrastructure | 198,092 | 81,816 | 116,276 |
| | Paving | 269,355 | 28,730 | 240,625 |
| | Utility | 68,049 | 4,500 | 63,549 |
| | In-Kind | 19,800 | 5,215 | 14,585 |
| 5 | Infrastructure | 41,128 | 37,425 | 3,703 |
| | Paving | 205,436 | 42,250 | 163,186 |
| | Utility | 68,856 | 9,500 | 59,356 |
| | In-Kind | 19,800 | 18,665 | 1,135 |
| 6 | Infrastructure | 225,400 | 90,337 | 135,063 |
| | Paving | 149,470 | 70,094 | 79,376 |
| | Utility | 309,840 | 309,840 | 0 |
| | In-Kind | 19,800 | - | 19,800 |
| 7 | Infrastructure | 47,126 | 47,111 | 15 |
| | Paving | 170,868 | 29,040 | 141,828 |
| | Utility | 166,964 | 102,491 | 64,473 |
| | In-Kind | 19,800 | 214 | 19,586 |
| 8 | Infrastructure | 82,990 | 62,925 | 20,065 |
| | Paving | 52,276 | - | 52,276 |
| | Utility | 80,840 | 30,150 | 50,690 |
| | In-Kind | 19,800 | 17,320 | 2,480 |
| 9 | Infrastructure | 98,267 | 76,275 | 21,992 |
| | Paving | 114,743 | 37,964.00 | 76,779 |
| | Utility | 163,235 | 34,077 | 129,158 |
| | 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 March 31, 2015

| 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 | \$ 5,941,937.04 | \$ 9,740,953.70 | \$ 12,896,988.46 | \$ 28,579,879.20 | \$ 110,171,740.80 | 20.60% |
| US 76 Widening | \$ 31,641,621.00 | \$ 2,476,296.02 | \$ 2,647,226.20 | \$ 4,945,016.65 | \$ 10,068,538.87 | \$ 21,573,082.13 | 31.82% |
| TV Road Widening | \$ 34,519,290.00 | \$ 2,338,803.12 | \$ 2,645,214.51 | \$ 7,218,518.34 | \$ 12,202,535.97 | \$ 22,316,754.03 | 35.35% |
| SC 51 Widening | \$ 151,533,817.00 | \$ 3,536,504.44 | \$ 5,543,242.61 | \$ 27,854.64 | \$ 9,107,601.69 | \$ 142,426,215.31 | 6.01% |
| US 301 Bypass Extension | \$ 73,464,146.00 | \$ 555,894.15 | \$ - | \$ 18,697.00 | \$ 574,591.15 | \$ 72,889,554.85 | 0.78% |
| | \$ 447,587,262.00 | \$ 15,559,731.86 | \$ 21,801,634.82 | \$ 39,337,055.05 | \$ 76,698,421.73 | \$ 370,888,840.27 | 17.14% |

| 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 | \$ - | | | | \$ 11,665,523.79 | \$ 3,297,871.15 | 105.65% |
| Earned State SIB Fund Match | \$ 250,000,000.00 | | | | \$ 250,000,000.00 | \$ - | 100.00% |
| | \$ 398,000,000.00 | | | | \$ 406,367,652.64 | \$ 3,297,871.15 | 102.10% |

NOTE 1: Revenue Received/Earned to Date is as of December 31, 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 April 30, 2015**

| | | |
|---|-------------------------|--------------------------------|
| Bond proceeds | \$ 124,840,280.25 | |
| Interest earnings through April 30, 2015 | \$ 536,288.57 | |
| Local contributions | <u>\$ 75,573.00</u> | |
| Total available | | \$ 125,452,141.82 |
| Bond proceeds expended through 04/30/15* | \$ 26,881,991.56 | |
| Local contributions expended through 04/30/15 | \$ 75,573.00 | |
| Outstanding purchase orders as of 04/30/15* | <u>\$ 11,383,284.91</u> | |
| Total expended/committed | | <u>\$ 38,340,849.47</u> |
| Total remaining | | <u><u>\$ 87,111,292.35</u></u> |

* See detail report for expenditures and purchase orders by project

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 4/30/2015 | O/S Purch 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 | | \$ 40,036.32 | \$ |
| 2 | Building | | Johnsonville Rural Fire District | New Kingsburg station | | \$ 600,000.00 | | \$ 550,754.77 | \$ |
| 3 | Building | | Windy Hill Fire District | New Quinby Station | | \$ 1,800,000.00 | | \$ 54,097.00 | \$ 70,80 |
| 4 | Building | | Howe Springs Fire District | New Main Station | | \$ 3,700,000.00 | | \$ 129,182.95 | \$ 126,48 |
| 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) | \$ 1,032,05 |
| 7 | Building | | South Lynches Fire District | Upgrades at Nine Fire Stations | | \$ 500,000.00 | | \$ 480,201.56 | \$ 19,60 |
| 8 | Building | | West Florence Fire District | New Station on Hoffmeyer Road | | \$ 1,500,000.00 | | \$ 164,081.00 | \$ 60,06 |
| 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 & Flemingtown | | \$ 1,745,000.00 | | \$ 6,020.00 | \$ 942,43 |
| 11 | Building | | Hannah Salem Friendfield Fire | Upgrade Stations One and Two | | \$ 1,400,000.00 | | | \$ 890,88 |
| 12 | Building | | Hannah Salem Friendfield Fire | Upgrade Stations Three and Four | | \$ 900,000.00 | | | \$ 890,88 |
| 13 | Building | | Olanita Rural Fire District | Upgrade Main Station | | \$ 520,000.00 | | \$ 520,000.00 | |
| 14 | Building | | Sardis Timmons ville Fire | Station One addition Living & Training | | \$ 150,000.00 | | | |
| 15 | Building | | Sardis Timmons ville Fire | New Cartersville Station | | \$ 750,000.00 | | \$ 317,714.42 | \$ 432,15 |
| 16 | Building | | Sardis Timmons ville Fire | Timmons ville 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 ville | | \$ 740,000.00 | | | |
| 18 | Building | | Florence County | EMS Station Florence | Schlitz Drive | \$ 740,000.00 | | \$ 78,012.37 | \$ 10,71 |
| | | | | Category Total | | | \$ 1,480,000.00 | | |
| | | | | | | | | | |
| | | | | III. Emergency Management | | | | | |
| 19 | Building/Equipment | | Florence County | Radio Upgrades - all Emergency Mangement Facilities | Law Enforcement Complex | \$ 15,000,000.00 | | \$14,246,875.08 | |
| 20 | Building/Equipment | | Florence County | New Emergency Operations Center Building | Law Enforcement Complex | \$ 4,955,251.00 | | \$ 21,869.85 | \$ 275,31 |
| | | | | 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 | | \$ 7,877.50 | \$ 131,90 |
| 24 | Building | | Florence County | New K-9 Training Facility | Law Enforcement Complex | \$ 20,000.00 | | \$ 5,940.00 | |
| 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 | | \$ 3,971,772.32 | \$ 187,89 |
| | | | | 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 | | \$ 4,341.97 | |
| 28 | Water Line | | Town of Coward | Union School Road Tie to Scranton Water System | | \$ 240,000.00 | | \$ 1,389.40 | |
| 29 | Fire Hydrants | | City of Florence | Add 50 Fire Hydrants for Windy Hill Fire District | | \$ 250,000.00 | | \$ 1,447.30 | |
| 30 | Fire Hydrants | | City of Florence | Add 50 Fire Hydrants for West Florence Fire District | | \$ 250,000.00 | | \$ 1,447.30 | |
| 31 | Fire Hydrants | | City of Florence | Add 50 Fire Hydrants for Howe Springs Fire District | | \$ 250,000.00 | | \$ 1,447.30 | |
| 32 | Water Line | | City of Lake City | Indiantown Road/S. Cameron Road Water Loop | | \$ 690,000.00 | | \$ 3,994.56 | |
| 33 | Water Line | | City of Lake City | Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop | | \$ 593,000.00 | | \$ 3,432.96 | |
| 34 | Water Line | | City of Lake City | Frierson Road/O'Shay Road Water Loop | | \$ 250,000.00 | | \$ 1,447.30 | |
| 35 | Water Line | | Town of Olanita | Central Road/Hood St. Water Loop | | \$ 440,000.00 | | \$ 9,931.26 | |
| 36 | Water Line | | Town of Olanita | Butler Scurry Road/McKenzie Road Water Loop | | \$ 500,000.00 | | \$ 2,894.61 | |
| 37 | Water Line | | Town of Olanita | Olanita Fire Station Water Extension | | \$ 65,000.00 | | \$ 3,911.28 | |
| 38 | Water Line | | Town of Scranton | Anderson Bridge Road Water Extension | | \$ 140,000.00 | | \$ 17,020.15 | |
| | | | | 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 | | \$ 79,971.50 | \$ 16,882 |
| | | | | 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 4/30/2015 | O/S Purchase Orders |
|-----------|---------------------------|----------|-----------------------|--|---------------------------------------|-----------------|------------------|-----------------------------|------------------------|
| | | | VIII. Municipalities | | | | | | |
| | Roads | | City of Florence | | | | | | |
| 40 | Corridor Enhancements | | City of Florence | Dargan St. | Lucas St. to Cherokee Rd. | | | \$ 250,436.25 | |
| 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. | | | \$ 26,558.74 | |
| 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 | | \$ 71,346.94 | |
| 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 | | \$ 5,970.09 | |
| 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 | | \$ 1,971.95 | |
| 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. | | | \$ 62,989.26 | |
| 61 | Road Widening | | City of Florence | Woody Jones Blvd. | W. Radio Rd. to David McLeod Blvd. | | | \$ 44,493.70 | |
| 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 | | \$ 52,829.97 | |
| 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 | | \$ 109,632.79 | \$ 36,541.8 |
| 66 | Sewer | | Town of Pamplico | Replace Pembroke Apt Pump Station | | \$ 154,400.00 | | \$ 41,024.20 | |
| 67 | Water | | Town of Pamplico | New Water Tank | | \$ 873,280.00 | | \$ 235,075.02 | |
| 68 | Water | | Town of Pamplico | Shirley Road Water Line | | \$ 154,697.00 | | \$ 16,551.58 | |
| 69 | Water | | Town of Pamplico | Water System Extension | | \$ 1,706,720.00 | | \$ 16,030.62 | |
| 70 | Water/Sewer | | Town of Olanta | Waterworks and Sewer System Improvements | | \$ 750,000.00 | | \$ 14,451.22 | |
| 71 | Building | | Town of Olanta | Municipal Building Improvements | | \$ 130,000.00 | | \$ 5,000.00 | \$ 2,000.0 |
| 72 | Recreation improvements | | City of Johnsonville | Prosser Recreation Complex | | \$ 800,000.00 | | \$ 34,618.87 | \$ 2,762.5 |
| 73 | Water | | City of Johnsonville | Vox Water Line Project | | \$ 4,378,000.00 | | \$ 25,345.05 | |
| 74 | Water | | Town of Coward | New Water Tank | | \$ 1,000,000.00 | | \$ 5,789.16 | |
| 75 | Recreation | | Town of Coward | Expansion of Youth Baseball Field | | \$ 200,000.00 | | \$ 16,430.00 | \$ 3,400.0 |
| 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 | | \$ 73,211.14 | |
| 79 | Recreation | | Town of Scranton | Resurface Tennis Courts | | \$ 32,000.00 | | | |
| 80 | Building | | Town of Scranton | New Maintenance Building | | \$ 349,600.00 | | \$ 2,023.91 | |
| 81 | Water & Sewer | | City of Lake City | Water & Sewer Improvements | | \$ 2,360,000.00 | | \$ 363,536.37 | |
| 82 | Storm Water | | City of Lake City | Storm Water System Improvements | | \$ 1,200,000.00 | | \$ 167,093.55 | |
| 83 | Water & Sewer | | City of Lake City | New Water Tank | | \$ 800,000.00 | | \$ 4,631.37 | |
| 84 | Recreation | | City of Lake City | New Multi Purpose Athletic Complex | | \$ 400,000.00 | | \$ 2,315.65 | |
| 85 | Building | | City of Lake City | Renovate Lake City Owned Building (Chamber office) | | \$ 160,000.00 | | \$ 926.25 | |
| 86 | Road / Parking | | City of Lake City | C J Evans Field road & parking improvements | | \$ 400,000.00 | | \$ 2,315.65 | |
| | | | 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 4/30/2015 | O/S Purch Orders |
|-----------|-------------------------|----------|--|--|----------|-----------------|------------------|-----------------------------|---------------------|
| | | | IX. Florence County Recreation | | | | | | |
| 87 | Roads/Water | | Florence County | Roads & Infrastructure - New Soccer Complex | | \$ 1,040,000.00 | | \$ 6,020.77 | |
| 88 | Recreation Improvements | | Florence County | Various Park Improvements to include: | | \$ 400,000.00 | | \$ 592.14 | |
| 89 | Recreation Improvements | | Florence County | Ebenezer Park Playground Fall Surface Upgrade | | | | | |
| 90 | Recreation Improvements | | Florence County | Lynches River Park Shade Structures | | | | \$ 44,187.49 | |
| 91 | Recreation Improvements | | Florence County | Lake City Community Park Road Paving | | | | \$ 55,190.56 | |
| 92 | Recreation Improvements | | Florence County | Lynches River Athletic Park Sardis Paving Entrance | | | | \$ 24,475.00 | |
| 93 | Recreation Improvements | | Florence County | Friendship Park Renovations | | | | | |
| | | | Category Total | | | | \$ 1,440,000.00 | | |
| 94 | Building | | X. Lake City Community Hospital | Improvements to Main Hospital | | \$ 888,000.00 | | \$ 345,907.52 | |
| | | | Category Total | | | | \$ 888,000.00 | | |
| 95 | Drainage | | XI. Lynches Lake-Camp Branch Watershed District | Drainage Improvements | | \$ 80,000.00 | | | \$ 5,711.00 |
| | | | Category Total | | | | \$ 80,000.00 | | |
| | | | XII. Road Paving and Drainage | | | | | | |
| 96 | Paving | | Florence County | Cato Road | | \$ 2,500,000.00 | | \$ 14,473.00 | |
| 97 | Paving | | Florence County | Moulds Road | | \$ 1,100,000.00 | | \$ 6,368.12 | |
| 98 | Paving | | Florence County | Country Lane | | \$ 1,400,000.00 | | \$ 8,104.88 | |
| 99 | Paving | | Florence County | Cherry Johnson Road | | \$ 1,900,000.00 | | \$ 10,999.49 | |
| 100 | Paving | | Florence County | Ball Park Road | | \$ 1,500,000.00 | | \$ 8,683.77 | |
| 101 | Paving | | Florence County | McLaurin Road | | \$ 600,000.00 | | \$ 3,473.51 | |
| 102 | Paving | | Florence County | Highland Road | | \$ 250,000.00 | | \$ 1,447.30 | |
| 103 | Paving | | Florence County | Laurel Circle | | \$ 600,000.00 | | \$ 7,323.51 | |
| 104 | Paving | | Florence County | Law Road | | \$ 1,100,000.00 | | \$ 6,368.12 | |
| 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 | | \$ 58,156.77 | \$ 232,100.00 |
| 107 | Drainage | | Florence County | Brookgreen | | \$ 1,000,000.00 | | \$ 5,789.16 | \$ 40,000.00 |
| 108 | Drainage | | Florence County | Foxcroft | | \$ 300,000.00 | | \$ 1,736.75 | \$ 20,000.00 |
| | | | Category Total | | | | \$ 16,250,000.00 | | |

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | | Division Totals | Expended as of 4/30/2015 | O/S Purchases Orders |
|-----------|------|------------|---------------------------------|---|---------------------------------------|-----------------|--|-----------------|-----------------------------|-------------------------|
| | | | XIII. General Road Improvements | | | | | | | |
| 109 | | District 1 | | Swan Rd. | Park Ave. to last house | \$ 4,033,853.00 | | | \$ 9,841.63 | |
| 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. | | | | | \$ 19,469.5 |
| 113 | | | | Old McAllister Rd. | Jordan Rd. to Chandler Mill Rd. | | | | | \$ 50,383.6 |
| 114 | | | | Chandler Mill Rd. | N. Matthews Rd. to Old McAllister Rd. | | | | | \$ 33,860.0 |
| 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. | | | | | \$ 32,167.0 |
| 122 | | | | Donald Rd. | Caselman Rd. to Miles Rd. | | | | | \$ 9,006.7 |
| 123 | | | | Rodman Rd. | Cockfield Rd. to Dory Rd. | | | | \$ 28,759.17 | |
| 124 | | | | Rodman Rd. | Dory Rd. to Cow Pasture Rd. | | | | \$ 89,212.48 | |
| 125 | | | | Rodman Rd | McCutcheon Rd. to last house | | | | \$ 31,878.31 | |
| 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. | | | | | \$ 34,653.5 |
| 129 | | | | Thomas St. | S. Church St. to CSX RR | | | | | \$ 37,216.0 |
| 130 | | | | Gracelyn Cir. | N. Matthews Rd. to ??? | | | | | \$ 32,404.0 |
| 131 | | | | Calvin St. | Gracelyn Cir. to ??? | | | | \$ 6,660.29 | |
| 132 | | | | Tupelo Rd . | Moore St. to end of road | | | | \$ 48,163.67 | |
| 133 | | | | Retha Dr. | Kelly St. to end of road | | | | | \$ 24,368.5 |
| 134 | | | | King St. | Nesmith St. to Charles St. | | | | \$ 4,890.03 | |
| 135 | | | | Major Rd. | Gray Rd. to end of road | | | | \$ 13,347.39 | |
| 136 | | | | Slocum Ln. | Gray Rd. to end of road | | | | \$ 7,892.93 | |
| 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 | | | | \$ 6,646.79 | |
| 144 | | | | Windham Rd. | Owens Dr. to Blanche St. | | | | | |
| 145 | | | | Hurst St. | School Dr. to end of road | | | | | \$ 8,900.0 |
| 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 | | | | | \$ 3,115.0 |
| 152 | | | | Thirty Five Rd. | Green Haven Ave. to Davis St. | | | | | \$ 4,205.2 |
| 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 | | | | \$ 180,030.48 | |
| 156 | | | | L/C Manned Conv. Service Area on Lake City Landfill Rd. | | | | | | |
| 157 | | | | Sequoia Rd. | | | | | | \$ 44,838.5 |
| 158 | | | | Camelot Way | N. Country Club Rd. to Scotland Rd. | | | | | \$ 52,543.5 |
| 159 | | | | Dogwood Ln. | S. Morris St. to Middlecoff Rd. | | | | | \$ 52,618.5 |
| 160 | | | | Lancelot Way | Scotland Rd. to end of road | | | | | \$ 63,583.5 |
| 161 | | | | Lockewood Rd. | Middlecoff Rd. to Dogwood Ln. | | | | | \$ 73,368.5 |
| 162 | | | | McFaddin St. | Wallace St. to Ida St. | | | | | \$ 66,238. |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 4/30/2015 | O/S Purch Orders |
|-----------|------|------------|--------|--|--------------------------------|-----------------|-----------------|-----------------------------|---------------------|
| 171 | | District 2 | | Bluff Rd. | | \$ 4,033,853.00 | | \$ 29,764.28 | |
| 172 | | | | Evans Rd. | | | | \$ 51,798.87 | |
| 173 | | | | Belle Thompson Rd. | | | | \$ 73,872.70 | |
| 174 | | | | Ervin Thomas Rd. | | | | \$ 92,114.78 | |
| 175 | | | | Franks Rd. | | | | \$ 23,205.41 | |
| 176 | | | | Law Rd. | | | | | |
| 177 | | | | Ball Park Rd. | | | | | \$ 51,507 |
| 178 | | | | Old Springs Rd. | | | | \$ 72,285.13 | |
| 179 | | | | Freeport Rd. | | | | | \$ 32,931 |
| 180 | | | | Singletary Loop Rd. | | | | | \$ 88,689 |
| 181 | | | | Saddle Town Rd. | | | | | \$ 48,919 |
| 182 | | | | Mustang Rd. | | | | | \$ 34,387 |
| 183 | | | | Capitola Rd. | | | | | |
| 184 | | | | Dud Rd. | | | | | \$ 66,281 |
| 185 | | | | Lewis Ln. | | | | | \$ 33,450 |
| 186 | | | | Broken Branch Rd. | | | | | \$ 113,196 |
| 187 | | | | Wood Berry Rd. | | | | \$ 9,319.76 | |
| 188 | | | | Keith Rd. | | | | | \$ 31,881 |
| 189 | | | | Chestnut Rd. | | | | | \$ 40,339 |
| 190 | | | | Ashley Rd. | | | | | \$ 62,838 |
| 191 | | | | Glen Haven Rd. | | | | | \$ 40,318 |
| 192 | | | | Dulle Ln. | | | | | \$ 11,231 |
| 193 | | District 3 | | Athens St. | | \$ 4,033,853.00 | | \$ 9,841.63 | \$ 25,848 |
| 194 | | | | Brunson St. | | | | | \$ 42,998 |
| 195 | | | | Dargan St. | Hwy 52 to Vista St. | | | | \$ 48,305 |
| 196 | | | | Timmons St. | | | | | \$ 25,153 |
| 197 | | | | Bradford St. | | | | | \$ 23,683 |
| 198 | | | | Wilson St. | | | | | \$ 36,813 |
| 199 | | | | Liberty St. | | | | | \$ 33,953 |
| 200 | | | | Boyd St. | | | | | \$ 20,643 |
| 201 | | | | Commander St. | | | | | \$ 38,323 |
| 202 | | | | Vista St. | | | | | |
| 203 | | | | Light St. | | | | | \$ 9,333 |
| 204 | | | | Stackley St. | | | | | \$ 33,064 |
| 205 | | | | Hemingway St. | | | | | \$ 15,728 |
| 206 | | | | Marlboro St. | | | | | \$ 25,803 |
| 207 | | | | E. Marion St. | | | | | \$ 64,213 |
| 208 | | | | Freemant St. | | | | | \$ 9,983 |
| 209 | | | | Dixie St. | | | | | \$ 130,783 |
| 210 | | | | Ingram St. | | | | | \$ 63,643 |
| 211 | | | | Alexander St. | | | | | \$ 151,714 |
| 212 | | | | Harmony St. | | | | | \$ 64,378 |
| 213 | | | | Harrell St. | | | | | \$ 47,714 |
| 214 | | | | Lawson St. | | | | | \$ 69,448 |
| 215 | | | | Sanborn St. | | | | | \$ 76,813 |
| 216 | | | | N. McQueen St. | | | | | \$ 53,640 |
| 217 | | | | W. Marion St. | | | | | \$ 115,015 |
| 218 | | | | Pennsylvania St. | | | | | \$ 47,088 |
| 219 | | | | Carver St. | | | | | \$ 53,188 |
| 220 | | | | Gladstone St. | | | | | \$ 39,853 |
| 221 | | | | Fairfield Cir. | | | | | \$ 51,308 |
| 222 | | | | Waverly St. | | | | | \$ 109,308 |
| 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. | | | | | \$ 17,543 |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 4/30/2015 | O/S Purchases Orders |
|-----------|------|------------|--------|--------------------------|---------------------------------|-----------------|-----------------|-----------------------------|-------------------------|
| 229 | | District 4 | | Van Houton Dr. | | \$ 4,033,853.00 | | \$ 23,531.23 | \$ 12,388.00 |
| 230 | | | | Alma Ln. | | | | \$ 12,638.96 | \$ 11,433.00 |
| 231 | | | | Willow Point Rd. | | | | | |
| 232 | | | | Pygate Rd. | | | | | |
| 233 | | | | Fork Rd. | | | | \$ 95,486.80 | \$ 83,462.00 |
| 234 | | | | Meadow Prong 2 | | | | \$ 57,350.04 | \$ 48,824.00 |
| 235 | | | | Meadow Prong 1 | | | | | |
| 236 | | | | Clyde McGee Rd. | | | | | \$ 18,713.00 |
| 237 | | | | Golden Gate Rd. | | | | \$ 22,143.48 | \$ 21,015.00 |
| 238 | | | | Ed James Rd. | | | | | \$ 61,326.00 |
| 239 | | | | Javelin Cir. | | | | \$ 83,069.74 | |
| 240 | | | | Johnson Rd. | | | | \$ 11,786.12 | \$ 10,279.00 |
| 241 | | | | Joe Nathan Ln. | | | | \$ 15,088.46 | \$ 12,852.00 |
| 242 | | | | Buckshot Rd. | | | | \$ 18,926.70 | \$ 16,909.00 |
| 243 | | | | Sims Rd. | | | | | \$ 52,156.00 |
| 244 | | | | Cubie Rd. 1 | | | | | \$ 111,944.00 |
| 245 | | | | Cubie Rd. 2 | | | | | \$ 109,772.00 |
| 246 | | | | Jenkins Nowlin Rd. | | | | | |
| 247 | | | | Alvin Kirby Rd | | | | | \$ 106,020.00 |
| 248 | | | | Truck Route | Foxworth St. to Brockington St. | | | | |
| 249 | | District 5 | | Horace Matthews Rd. | | \$ 4,033,853.00 | | \$ 9,841.63 | |
| 250 | | | | Carnell Dr. | | | | | |
| 251 | | | | S. Canal Dr. | | | | | |
| 252 | | | | Circle Dr. | | | | \$ 83,289.58 | |
| 253 | | | | Margo Ln. | | | | \$ 7,605.71 | |
| 254 | | | | Milestone Rd. | | | | | |
| 255 | | | | C.W. Robinson Rd. | | | | \$ 95,021.65 | |
| 256 | | | | Trails End Rd. | | | | \$ 57,023.80 | |
| 257 | | | | Dunlap Rd. | | | | \$ 16,876.73 | |
| 258 | | | | Sam Lee Rd. | | | | \$ 95,469.60 | |
| 259 | | | | S. Railroad Ave. | | | | \$ 61,916.83 | |
| 260 | | | | Java Rd. | | | | \$ 92,078.90 | |
| 261 | | | | Round Tree Rd. | | | | \$ 68,032.97 | |
| 262 | | | | E. Eagerton Rd. | | | | \$ 44,672.85 | |
| 263 | | | | Doric Rd. | | | | \$ 29,109.74 | |
| 264 | | | | Ben Gause Rd. | | | | | \$ 93,075.00 |
| 265 | | | | Silver Leaf Rd. | | | | | \$ 21,269.00 |
| 266 | | | | Railroad Ave. (Scranton) | | | | \$ 143,318.30 | |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 4/30/2015 | O/S Purch Orders |
|-----------|------|------------|--------|-------------------------|----------|-----------------|-----------------|-----------------------------|---------------------|
| 267 | | District 6 | | Charlie Cade Rd. | | \$ 4,033,853.00 | | \$ 65,481.49 | |
| 268 | | | | Coleman Rd. | | | | \$ 14,839.00 | |
| 269 | | | | Spring Branch Rd. | | | | | |
| 270 | | | | Willow Grove Rd. | | | | | |
| 271 | | | | Haven Rd. | | | | | |
| 272 | | | | Magic Dr. | | | | \$ 23,927.00 | |
| 273 | | | | Danieltown Rd. | | | | \$ 75,045.44 | |
| 274 | | | | Pepper Tree Rd. | | | | \$ 37,736.86 | |
| 275 | | | | Antique Cir. | | | | | |
| 276 | | | | Diamond Head Loop Rd. | | | | | |
| 277 | | | | Pecan Grove Rd. | | | | \$ 47,816.73 | |
| 278 | | | | Hosea Gibbs Rd. | | | | \$ 184,910.41 | |
| 279 | | | | Tabernacle Rd. | | | | | |
| 280 | | | | Boling Rd. | | | | \$ 54,098.81 | |
| 281 | | | | Cart Rd. | | | | | |
| 282 | | | | W. Turner Gate Rd. | | | | \$ 53,149.54 | |
| 283 | | | | Brick House Rd. | | | | \$ 23,252.50 | |
| 284 | | | | Eureka Rd. | | | | \$ 25,702.00 | |
| 285 | | | | Quail Harbor Cir. | | | | \$ 26,206.35 | |
| 286 | | | | Taylor Hill Cir. | | | | \$ 27,654.50 | |
| 287 | | | | James Town Rd. | | | | \$ 17,501.50 | |
| 288 | | | | Fleetwood Dr. | | | | | |
| 289 | | | | Ard St. | | | | \$ 7,455.00 | |
| 290 | | | | Wickerwood Rd. | | | | \$ 85,519.50 | |
| 291 | | | | Large Farm Rd. | | | | | |
| 292 | | | | Camp Wiggins Rd. | | | | \$ 13,296.53 | |
| 293 | | | | Horse Shoe Rd. | | | | \$ 56,800.00 | |
| 294 | | | | Benton Rd. | | | | \$ 13,490.00 | |
| 295 | | | | Freeman Ln. | | | | | |
| 296 | | | | Nita Cain Rd. | | | | | |
| 297 | | | | South Wind Rd. | | | | \$ 27,460.75 | |
| 298 | | | | Gum Rd. | | | | | |
| 299 | | District 7 | | Hughes Cir (off TV Rd.) | | \$ 4,033,853.00 | | \$ 9,841.63 | |
| 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. | | | | | \$ 154,730.00 |
| 308 | | | | Ralford Ln. | | | | | \$ 11,800.00 |
| 309 | | | | Calvert's Ct. | | | | | \$ 15,070.00 |
| 310 | | | | Shamrock Rd. | | | | | \$ 16,040.00 |
| 311 | | | | Clayton Ct. | | | | | \$ 15,070.00 |

Capital Project Sales Tax #2
Detail Expenditures

| Project # | Type | District | Entity | Project Description | Location | Approved Funds | Division Totals | Expended as of 4/30/2015 | O/S Purch: Orders |
|-----------|-----------|------------|--------|-------------------------|-------------------------|-----------------|-----------------|-----------------------------|----------------------|
| 312 | Resurface | District 8 | | Maulden Dr. | | \$ 4,033,853.00 | | \$ 9,841.49 | \$ 102,284 |
| 313 | Resurface | | | Crownland Estates | | | | | |
| 314 | Resurface | | | E. and W. Sandhurst Dr. | | | | | \$ 135,913 |
| 315 | Resurface | | | Stratford Cir. | | | | | \$ 44,434 |
| 316 | Resurface | | | Castleberry Dr. | | | | | \$ 21,151 |
| 317 | Resurface | | | Westmoreland Ave. | | | | | |
| 318 | Resurface | | | Devonshire Dr. | | | | | |
| 319 | Resurface | | | Longwood Dr. | | | | | \$ 29,409 |
| 320 | Resurface | | | Woods Dr. | | | | | |
| 321 | Resurface | | | Rosedale St. | | | | | \$ 70,979 |
| 322 | Resurface | | | St. Anthony Dr. | | | | | \$ 92,534 |
| 323 | Resurface | | | Jones Rd. | | | | | \$ 24,069 |
| 324 | Resurface | | | Winthrop Dr. | | | | | \$ 35,284 |
| 325 | Resurface | | | Progress St. | | | | | \$ 40,824 |
| 326 | Resurface | | | Lee St. | | | | | \$ 30,869 |
| 327 | Resurface | | | Saluda Ave. | | | | | \$ 100,244 |
| 328 | Resurface | | | Sewanee Ave. | | | | | \$ 15,404 |
| 329 | Resurface | | | Chestnut St. | | | | | \$ 64,246 |
| 330 | Resurface | | | Kalmia St. | | | | | \$ 34,744 |
| 331 | Resurface | | | Sesame St. | | | | | \$ 23,684 |
| 332 | Resurface | | | Cedar St. | Franklin to Adams Ave. | | | | \$ 33,204 |
| 333 | Resurface | | | Waters Ave. | Park to Lawson | | | | \$ 14,228 |
| 334 | Resurface | | | Sylvan Dr. | | | | | \$ 36,059 |
| 335 | Resurface | | | Cedar Lawn Court | | | | | \$ 24,284 |
| 336 | Resurface | | | Lakeside Drive | | | | | \$ 23,684 |
| 337 | Resurface | | | Richburg Ln. | | | | | \$ 22,027 |
| 338 | Resurface | | | Jeffries Ln. | | | | | \$ 68,189 |
| 339 | Resurface | | | Hondros Cir. | | | | | \$ 19,604 |
| 340 | Resurface | | | Constantine Dr. | | | | | \$ 28,289 |
| 341 | Resurface | | | Rollins Ave. | | | | | \$ 22,484 |
| 342 | Resurface | | | Fitz Randolph Cir. | | | | | \$ 13,844 |
| 343 | Resurface | | | Shore Ln. | | | | | \$ 22,994 |
| 344 | Resurface | | | Marion Ave. | | | | | \$ 36,924 |
| 345 | Resurface | | | Virginia Acres | | | | | \$ 38,099 |
| 346 | Resurface | | | Poinsette Ave. | | | | | \$ 27,514 |
| 347 | Resurface | | | Melrose Ave. | | | | | \$ 29,164 |
| 348 | Resurface | | | Courtland Ave. | | | | | \$ 27,884 |
| 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. | | | | | \$ 24,119 |
| 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 4/30/2015 | O/S Purch Orders |
|-----------|------|------------|--------|--|----------|-----------------|-----------------|-----------------------------|---------------------|
| | | District 9 | | Hampton Pointe Subdivision | | \$ 4,033,853.00 | | \$ 9,841.48 | |
| 373 | | | | Aberdeen Ct. | | | | \$ 7,492.72 | |
| 374 | | | | Blaire Ct. | | | | \$ 6,371.76 | |
| 375 | | | | Bridgeport Ct. | | | | \$ 6,076.77 | |
| 376 | | | | Danvers Ct. | | | | \$ 7,197.73 | |
| 377 | | | | New Gate Ct. | | | | | |
| 378 | | | | Parliament Cir. | | | | | |
| 379 | | | | S. Addison St. | | | | \$ 20,059.24 | |
| 380 | | | | S. Barrington Dr. | | | | \$ 78,614.50 | |
| 381 | | | | S. Brunswick Ct. | | | | \$ 6,696.25 | |
| 382 | | | | S. Harrington Ct. | | | | \$ 6,578.25 | |
| 383 | | | | Victoria Ct. | | | | \$ 9,764.13 | |
| 384 | | | | W. Hampton Pointe Dr. | | | | \$ 135,016.37 | |
| 385 | | | | Winslow Ct. | | | | \$ 11,121.07 | |
| | | | | Whitehall Annex Subdivision | | | | | |
| 386 | | | | Albermarle 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. | | | | | \$ 5,805 |
| 394 | | | | Waterford Dr. | | | | | \$ 45,885 |
| | | | | Springdale and Villa Arno Subdivisions | | | | | |
| 395 | | | | Gulford Cir. | | | | | |
| 396 | | | | Perth St. | | | | | |
| 397 | | | | Springfield St. | | | | | |
| 398 | | | | Suffolk 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. | | | | | \$ 36,618 |
| 418 | | | | Deerwood Place | | | | | \$ 7,145 |
| 419 | | | | Heathway Dr. | | | | | \$ 75,246 |
| 420 | | | | Mosswood Dr. | | | | | \$ 67,206 |
| 421 | | | | W. Delmae Dr. | | | | | |
| 422 | | | | Wethersfield Dr. | | | | | \$ 49,904 |
| | | | | 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 4/30/2015 | O/S Purch Orders |
|-----------|------|----------|--------|---|-------------------------------------|----------------|------------------|-----------------------------|---------------------|
| | | | | Forest Lake And Forest Lake West Subdivisons | | | | | |
| 428 | | | | Brock Cir. | | | | | |
| 429 | | | | Ginny Ct. | | | | | |
| 430 | | | | Julie Ln. | | | | | |
| 431 | | | | Goff Ct. | | | | | |
| 432 | | | | Lunn Dr. | | | | | |
| 433 | | | | Madden Ln. | | | | | |
| 434 | | | | Silger 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. | | | | | |
| | | | | Arrowwood Subdivision | | | | | |
| 457 | | | | Arrowhead Cir. | | | | | |
| 458 | | | | Arrowwood 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 | | | | Pelican Ln. | | | | | \$ 200,687 |
| 467 | | | | W. Eagle St. | | | | | |
| 468 | | | | Thunderbird Dr. | | | | | |
| 469 | | | | Whitehall Cir. | | | | | |
| 470 | | | | S. Peninsula Rd. | | | | \$ 33,102.86 | |
| 471 | | | | McLaurin Dr. | | | | | |
| 472 | | | | Traffic Signals | Botany and Jefferson on W. Palmetto | | | \$ 8,346.00 | \$ 65,093 |
| 473 | | | | Traffic Signals | Third Loop Rd. and McCown Dr. | | | | |
| 474 | | | | | | | | | |
| | | | | Category Total | | | \$ 36,304,677.00 | | |
| | | | | Grand Total of all projects | | | \$145,000,000.00 | \$26,881,991.56 | \$11,383,284 |

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports
FY2015/2016 State Accommodations Tax Allocations Recommended

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of \$225,000 In State Accommodations Tax Funding Allocations As Recommended By The Accommodations Tax Advisory Committee For FY2015/2016.

POINTS TO CONSIDER:

1. The Florence County Accommodations Tax Advisory Committee met on May 13, 2015 and received applications for the FY2015/2016 State Accommodations Tax funds.
2. The Committee deliberated allocation of the available funding.
3. Attached is their recommendation to County Council regarding the allocation of the funds.

FUNDING FACTORS:

1. \$225,000 = Total one-time costs for FY2015/2016
2. \$225,000 is funded from State Accommodations Tax funds budgeted in Fund 121. (See p. 173 in FY15/16 budget book)

OPTIONS:

1. *(Recommended)* Approve the expenditure of \$225,000 in State accommodations tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2015/2016.
2. Refer all or some of the allocation recommendations to an Accommodations Tax Reconciliation Committee.

ATTACHMENT:

1. Minutes of the meeting of the Accommodations Tax Advisory Committee.
2. Spreadsheet listing the recommendation of the Accommodations Tax Advisory Committee.

Minutes of Florence County Accommodations Tax Advisory Committee

May 13, 2015

Hilton Garden Inn

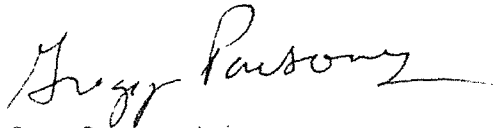
Attending: Gregg Parsons, Kanti Patel, James Byrd (through presentations), Johnny Fryar (through presentations), Robert Hawkins, Shelby Kirby, Holly Beaumier, Kevin Yokim (through presentations)

The presentations were made, and the attached recommendations were compiled. Robert Hawkins made a motion to forward the recommendations to County Council. This motion was seconded by Kanti Patel, and the motion carried.

The meeting was adjourned.

Respectfully submitted by:
Holly Beaumier, secretary
5/14/15

Reviewed by:

A handwritten signature in black ink, appearing to read "Gregg Parsons", with a long horizontal flourish extending to the right.

Gregg Parsons, chairperson

| Organization / Event / Project Name | FY14-15 funding | FY15-16 request | FY15-16 recommendation |
|--|-----------------|-----------------|------------------------|
| Florence County Recreation | \$ 2,200.00 | \$ 3,000.00 | \$ 2,000.00 |
| Florence Regional Arts Alliance | \$ 5,666.67 | \$ 36,000.00 | \$ 5,600.00 |
| The Frontage Road Association | \$ 10,000.00 | \$ 18,000.00 | \$ 10,000.00 ** |
| Freedom Florence / Tennis Complex (City of Florence) | \$ 21,066.67 | \$ 50,000.00 | \$ 20,000.00 |
| Francis Marion University - Arts International Festival | \$ 1,100.00 | \$ 20,000.00 | \$ 1,000.00 |
| Florence Tennis Association | \$ 3,300.00 | \$ 4,000.00 | \$ 2,500.00 |
| Boys & Girls Clubs of the Pee Dee - CC Basketball Tournament | | \$ 8,000.00 | \$ 500.00 |
| Florence City-County Civic Center | \$ 39,766.67 | \$ 70,000.00 | \$ 39,000.00 |
| Masterworks Choir | \$ 550.00 | \$ 2,000.00 | \$ 500.00 |
| The Florence CVB | \$ 110,696.67 | \$ 140,000.00 | \$ 110,750.00 |
| Pee Dee Tourism - Darlington Car Hauler Parade | \$ 6,766.67 | \$ 10,000.00 | \$ 6,000.00 |
| Florence Symphony Orchestra | \$ 550.00 | \$ 2,000.00 | \$ 500.00 |
| Florence Downtown Development Corp. / Pecan Festival | \$ 1,650.00 | \$ 15,000.00 | \$ 1,500.00 |
| Lake City Community Theatre | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 |
| Jamestown Foundation | \$ 500.00 | \$ 10,000.00 | \$ 500.00 |
| Florence Area Sports Council | \$ 3,850.00 | \$ 10,000.00 | \$ 3,500.00 |
| Timmonsville Country Christmas Festival | | \$ 5,000.00 | \$ 250.00 |
| Pee Dee Visions Foundation - Chili, Brews & BBQ | | \$ 3,000.00 | \$ 500.00 |
| Pee Dee Tourism Commission - Welcome Center | \$ 9,066.67 | \$ 20,000.00 | \$ 9,000.00 |
| SC Senior Sports Classic | \$ 825.00 | \$ 5,000.00 | \$ 800.00 |
| City of Johnsonville | \$ 550.00 | \$ 500.00 | \$ 250.00 |
| Daffodil Festival | \$ 1,795.00 | \$ 2,500.00 | \$ 2,000.00 |
| Lake City Chamber of Commerce | \$ 1,100.00 | \$ 22,000.00 | \$ 1,100.00 |
| Eastern SC Heritage Region | \$ 2,000.00 | \$ 10,000.00 | \$ 2,000.00 |
| Florence RedWolves | | \$ 35,000.00 | \$ 500.00 * |
| Play Me I'm Yours | | \$ 5,000.00 | \$ 250.00 |
| LC Junior Sorosis - Candlelight Tour of Lake City | | \$ 2,000.00 | \$ 2,000.00 |
| Florence Junior League - Lucky Shamrock Festival | | \$ 10,000.00 | \$ 500.00 |
| | \$ 225,000.00 | \$ 468,000.00 | \$ 225,000.00 |

* The committee makes the above recommendation based on receipt of documentation of non-profit status for the event, otherwise pass to Florence Regional Arts Alliance.

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

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUES UNDER CONSIDERATION:

Council Is Requested To Approve A Memorandum Of Understanding Between The Florence County Museum And The Florence Regional Arts Alliance Regarding The Use Of Office Space At The Waters Gallery.

POINTS TO CONSIDER:

1. The Florence Regional Arts Alliance and the Florence County Museum share the mutual interest in developing mutually beneficial programs, projects, and activities for the local area.
2. The Regional Arts Alliance would like to utilize office space at the Waters Gallery for one employee in exchange for providing 15 hours per week assistance to the Museum in developing an online presence, developing lectures and programs.
3. The Memorandum of Understanding provides the mutual agreements of both parties concerning the matter.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Provide an Alternative Directive.

ATTACHMENTS:

Memorandum of Understanding.

STATE OF SOUTH)
CAROLINA)
COUNTY OF FLORENCE) **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this ____ day of _____, 2015, between **the Florence County Museum**, hereinafter called "FCM," and the **Florence Regional Arts Alliance** of Florence, South Carolina, hereinafter called "FRAA."

1. PURPOSE

The purpose of this MOU is to continue to develop and expand a framework of cooperation between FCM and FRAA to develop mutually beneficial programs, projects and activities at the Florence County Musuem.

2. BACKGROUND

The Florence County Museum (FCM) is a general museum highlighting the artistic, historic and scientific characteristics of Florence County and the Pee Dee region.

The mission of the Florence County Museum is to provide a dynamic sanctuary for the preservation, interpretation and exhibition of objects of scientific, historic, and artistic significance that are unique or of special interest to the people of Florence County and the Pee Dee Region of South Carolina.

The Florence Regional Arts Alliance is a community-based local arts agency that serves the citizens of Florence County and the Pee Dee. FRAA is committed to preserving, supporting and promoting a vibrant arts community for Florence County and the surrounding region.

FRAA is a South Carolina nonprofit corporation registered under section 501(c)3 of the internal revenue code. The FRAA Director manages the day-to-day operations of the FRAA. The Director of the FRAA is accountable to the FRAA Board of Directors.

3. AGREEMENT TERMS

It is mutually understood and agreed by and between the parties that:

The FRAA shall:

Provide a paid staff member who will have his/her office located at the Waters Gallery, 135 South Dargan Street, an adjunct location of the Florence County Museum. The FRAA shall help further develop an online presence, develop lectures and programs with a minimum of fifteen (15) hours per week assistance to the FCM. The FRAA will assist with the scheduling and display of works created by or of interest to those who live in Florence County, South Carolina and the Pee Dee region.

Be permitted to use space at the Waters Gallery for classes and workshops with scheduling coordinated through the Florence County Museum professional staff. The Florence County Museum shall have first priority for scheduling classes and workshops with scheduling to be done at least sixty (60) days in advance.

Be permitted to stage at least two (2), but no more than four (4), gallery shows per year at the Waters Gallery which will be FRAA fundraiser shows or FRAA curated shows.

The FCM shall:

Provide office space at no charge in exchange for the minimum of fifteen (15) hours per week of labor coverage by the FRAA representative, as long as FRAA provides to the FCM the services required under this agreement.

4. OCCUPANCY

FRAA shall not use or permit the premises to be used (i) contrary to Authorized Use; or (ii) for any offensive, noisy or dangerous trade or business, or in violation of any law, ordinance, or regulation of any governmental body or authority having jurisdiction over the premises. FRAA will not do or permit any act or omission, which will increase the present rate of insurance on the premises. The County Administrator and/or Museum Director shall have final authority over any activity engaged in by FRAA on County property.

5. INSURANCE

FRAA shall procure and maintain for the duration of the agreement General Liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the FRAA operation and use of the provided office space. Florence County Museum shall be named as an additional insured. FRAA shall be responsible for providing Workers' Compensation insurance coverage for the staff member in accordance with South Carolina Law. FRAA shall be responsible at their discretion to procure insurance coverage on all furnishings, equipment, etc., belonging to the FRAA and located at the provided office space. The cost of such insurance shall be borne by the FRAA.

6. FINANCIAL MATTERS

All profits on gallery show sales shall be retained by FCM for use in the exhibition expenses of the gallery. All profits on programs, classes, fundraisers, and designated fundraiser shows shall be retained by the hosting organization.

All FRAA sponsored events must receive prior written approval by the FCM professional staff.

Joint sponsorship revenue distribution shall be negotiated on a case-by-case basis between the FRAA Executive Director and the FCM Executive Director.

7. MODIFICATION

Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials of FRAA, FCM, and Florence County Administration prior to any changes being performed.

8. OTHER MATTERS

Signage: Any FRAA building signage must be approved by the professional staff of the Florence County Museum.

Storage: Any storage of articles must be pre-approved in writing by the FCM professional staff.

9. LIABILITIES

It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

10. CONFLICT RESOLUTION

The parties shall endeavor to resolve any dispute arising out of or relating to this MOU without resorting to third party mediation. When disputes arise that cannot be resolved, the Florence County Attorney or their appointee shall act as the mediator. The aggrieved party shall give the other party written notice of the dispute. Within [15] days after delivery of the notice, the receiving party shall submit to the other a written response with all correspondence copied to Florence County Administration. The notice and response shall include (a) a statement of that party's position and summary of arguments supporting that position, and (b) the name of the person(s) who will represent that party. Within [30] days after delivery of the initial notice, the Florence County Administrator shall set a meeting at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

But, notwithstanding, either party can terminate this agreement with a sixty (60) day written notice.

11. TERMINATION

This agreement shall have an initial term of twelve months commencing_____. Florence County Administration at its sole discretion may agree to extend this MOU for successive twelve (12) month terms; however, renewal shall not be unreasonably withheld. If either party does not intend to renew the agreement, it shall provide the other party a minimum of sixty (60) days written notice of its intent not to renew.

In the event that any conflict arises that cannot be resolved by mediation as stipulated in paragraph 10 of this agreement, either party shall have the right to terminate this agreement upon sixty (60) days written notice to the other party.

12. BINDING EFFECT

It is agreed that the covenants, stipulations, and conditions herein contained inure to the benefit of and be binding upon the heirs, successors and assigns of the FCM and the successors and assigns of the FRAA.

IN WITNESS WHEREOF, the parties hereto have signed by their proper corporate officers this _____ day of _____, 2015.

WITNESSES:

| | |
|-------|--------------------------------|
| _____ | _____ |
| | Florence County Administration |
| _____ | Its _____ |

WITNESSES:

| | |
|-------|------------------------|
| _____ | _____ |
| | Florence County Museum |
| _____ | Its _____ |

WITNESSES:

| | |
|-------|---------------------------------|
| _____ | _____ |
| | Florence Regional Arts Alliance |
| _____ | Its _____ |

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Parks and Recreation Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 30-14/15 For Rubber Surfacing For Ebenezer Park To Creative Playscapes Of Matthews, SC In The Amount of \$96,812.00 From The Capital Project Sales Tax II Funds. (*3 Compliant Bids Received*).

POINTS TO CONSIDER:

- 1) Bid No. 30-14/15 was advertised in the South Carolina Business Opportunities (SCBO) On Friday, May 8, 2015. The pre-bid meeting was held on Tuesday, May 19, 2015. The bid opening was held on Thursday, May 28, 2015.
- 2) Three (3) bids were received; Three (3) bids were compliant. Three (3) favorable references were obtained from the SC School for the Deaf and Blind, Christ Church Episcopal Preschool, and Forsyth County Tanglewood Park.
- 3) Ronnie Pridgen, Parks and Recreation Director recommend awarding the low bidder.
- 4) Ronnie is also requesting permission to close the playground part of the park during the duration of the work and extra funds to install a fence to keep the area secure during the duration of the work.
- 5) The bid expires August 8, 2015.

FUNDING FACTORS:

\$96,812.00 = Total amount funded from Capital Project Sales Tax II under line item 332-471-451-000-8600-5089.

OPTIONS:

- 1) Award Bid No. 30-14/15 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter from Ronnie Pridgen dated April 1, 2015.

| | | | |
|--|-------------------|--|----------------|
| Florence County Project: Rubber Surfacing at Ebenezer Park | | Bid Opening Date: 5/28/2015 Time: 3:00 p.m. | |
| Tabulation for Bid No. 30-14/15 | | | |
| Name of Bidder | Bid Bond (Y/N) | Bid Amount | Alternate 1 |
| Creative Playscapes, LLC, 7423 Balintoy Lane, Matthews, NC 28104 | Yes | \$96,812.00 | \$85.00 |
| | | | |
| Bliss Products and Services, Inc., 6831 S. Sweetwater Road, Lithia Springs, GA 30122 | Yes | \$103,799.52 | \$78.65 |
| | | | |
| Playcore Wisconsin Inc., 150 Playcore Drive SE, Fort Payne, AL 35967 | Yes | \$110,791.54 | No Bid |
| | | | |

Notes:

*5% Local Preference-Florence County Code, Section 11.5-39

**Bid includes sales tax

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

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



FLORENCE COUNTY
Parks and Recreation

June 8, 2015

Dear Mr. Fletcher,

Please accept this letter as my recommendation on the Fall Surface project at Ebenezer Park, which is part of the CPS II. I recommend that we accept the low bid from Creative Playscapes, LLC in the amount of \$96,812.00.

Also please note once this project begins with great weather it will take up to 4-5 weeks to complete. Any inclement weather will only further the number of weeks. What this means is that the playground area of Ebenezer Park will need to be closed for this amount of time, which may mean people calling because of the closure. I would also like to recommend that we put a security fence around this area during construction to keep people out of the area. If you have any questions please feel free to call me.

Sincerely,

Ronnie Pridgen, Director
Florence County Parks and Recreation

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize The Award Of Bid No. 25-14/15 For Capital Project Sales Tax II Section XII And District 7 Road Paving Projects In The Amount Of \$3,232,709.47 To Wade-Lott, Inc. Of Conway, South Carolina To Be Funded From Capital Projects Sales Tax II Funds.

POINTS TO CONSIDER:

- 1) Bid No. 25-14/15 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on May 6, 2015.
- 2) Three (3) bids were received; Three (3) bids were compliant.
- 3) Wade-Lott, Inc. of Conway, SC was the lowest responsible, responsive bidder.
- 4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:

\$3,232,709.47 = Cost for Capital Project Sales Tax II Section XII and District 7 road paving project as approved in the Capital Project Sales Tax II referendum.

OPTIONS:

- 1) Approve as presented.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

1. Bid Tabulation Sheet.
2. Recommendation letter from Mike Meetze, Program Manager Davis and Floyd.

Florence County, SC
2015 CPST II Dirt Road Paving Project (Bid No. 25-14/15)

Bid Opening: 6/4/2015 @ 2:00 p.m.

| Company | B/B (Y/N) | Bid Amount |
|----------------------------------|----------------------|-------------------|
| Wade-Lott, Inc. of Conway, SC | Y | \$ 3,232,709.47 |
| *C. R. Jackson of Darlington, SC | Y | \$ 3,368,670.00 |
| *Palmetto Corp. of Conway, SC | Y | \$ 3,579,883.45 |

*Eligible for 5% Local Preference-Florence County Ordinance, Section 11.5-39

Memorandum – June 11, 2015

To: Rusty Smith
Florence County Administrator

From: Mike Meetze
CPST II Program Administrator

Re: Recommendation for Award of 2015 CPST II Dirt Road Paving Project
Districts 1, 2, 4, 5, 7, & 9 Contract

The 2015 CPST II Dirt Road Paving Project for Districts 1, 2, 4, 5, 7, & 9 Contract was advertised for bids May 6 with a bid opening June 4. A non-mandatory pre-bid conference was held May 21.

The following roads were included in the contract:

CPST II Section XII Road Paving

CPST II Project No. 96: Cato Road
CPST II Project No. 97: Moulds Road
CPST II Project No. 98: Country Lane
CPST II Project No. 99: Cherry Johnson Road
CPST II Project No. 100: Ball Park Road
CPST II Project No. 101: McLaurin Road
CPST II Project No. 102: Highland Road
CPST II Project No. 103: Laurel Circle
CPST II Project No. 104: Law Road

District 7 Additional Roads in Contract

CPST II Project No. 299: Hughes Circle
CPST II Project No. 300: Joan Road
CPST II Project No. 306: R. Bar M. Ranch Road

I recommend for Council to Award Bid No. 25-14/15, 2015 CPST II Dirt Road Paving Project for Districts 1, 2, 4, 5, 7, & 9 In The Amount Of \$3,232,709.47, to Wade Lott, Inc. of 289 East Cox Ferry Road, Conway, SC 29526 From The Capital Project Sales Tax II Funds.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports to Council
Contract Approval

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize ICA Engineering From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Various Road Paving Projects In The Amount Of \$75,000 To Be Funded From Capital Project Sales Tax II Funds.

POINTS TO CONSIDER:

- 1) There are nine (9) road paving projects under Section XII of the Capital Project Sales Tax II and three (3) paving projects in District 7 that require Construction Engineering and Inspection Services (CEI). The CEI services are needed on County paving projects in order to verify quantities and ensure a quality project.
- 2) ICA Engineering is on the County's on-call engineering list and has submitted a proposal for \$75,000 to provide CEI services.
- 3) Council is asked to authorize the hiring of ICA Engineering from the County's on-call engineering list to provide the required services for these projects.
- 4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:

\$75,000 = CEI Services associated with seven road paving projects under Section XII of the CPST II and three road paving projects in District 7.

OPTIONS:

- 1) Approve as presented.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

Proposal from ICA and recommendation from Mike Meetze, CPST II Program Manager.

Memorandum – May 8, 2015

To: Rusty Smith
Florence County Administrator

From: Mike Meetze 
CPST II Program Administrator

Re: CPST II Section XII: Road Paving Projects and additional District 7 Roads
Recommendation for Construction Engineering and Inspection Services (CEI)

The following roads were advertised for bids May 6, a non-mandatory pre bid will be held May 21, and bids will be received June 4. County Council meets June 18.

CPST II Section XII Road Paving Projects:

CPST II Project No. 96: Cato Road
CPST II Project No. 97: Moulds Road
CPST II Project No. 98: Country Lane
CPST II Project No. 99: Cherry Johnson Road
CPST II Project No. 100: Ball Park Road
CPST II Project No. 101: McLaurin Road
CPST II Project No. 102: Highland Road
CPST II Project No. 103: Laurel Circle
CPST II Project No. 104: Law Road

Three roads from District 7 for paving/new construction will be included in this contract:

CPST II Project No. 299: Hugh Circle
CPST II Project No. 300: Joan Road
CPST II Project No. 306: R Bar M. Ranch Road

There will be approximately 12 miles of roadway in the contract. The construction time for the contract is currently set for 240 days. The project will pave the roadways to the existing roadway widths and stay within the County's existing prescribed ditch-to-ditch right-of-way. Several outfall drainage easements have been obtained to assist with isolated drainage concerns. The roads will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards. You have been provided with a copy of the plans for this project.

ICA, through the Program Management Contract, has helped extensively develop this approach to the paving of these dirt roads. ICA helped with the completion of the investigations of the roadways and basically developed the contract documents and construction plans/specifications. The initial estimate to construct these roads was approximately \$1,000,000/mile. The estimate now to construct these roads using the above described approach is approximately \$280,000/mile. The development of this approach has been a tremendous savings to the County in any additional engineering fees, right-of-way acquisition costs, disruption to the residents, construction costs, construction time, etc. I believe this approach can be utilized on many other roads in Florence County. It should be noted that no additional engineering fees were associated with the development of the plans, specifications, and bid documents for the development of this approach to these projects.

Construction Engineering and Inspection Services (CEI) will be needed for this contract. Also SCDHEC Land Disturbance Permits will be needed for this project. Contract Value for construction is estimated at approximately \$4,000,000.

Due to their already extensive knowledge of this specific project and their extensive knowledge of this project approach, I requested ICA Engineering (through the On-Call Contract) to give us a proposal to prepare the SCDHEC Land Disturbance Permit Application and provide the necessary contract administration and inspection. Attached is ICA Engineering's proposal to provide these services.

I recommend that we retain ICA Engineering, through the On-Call Contract, to provide the described services on a lump sum basis with a not to exceed fee of \$80,000:

| | |
|--------------------------------|--------------------|
| Permits | \$ 5,000.00 |
| <u>Construction Inspection</u> | <u>\$75,000.00</u> |
| Total | \$80,000.00 |

ICA Engineering's assistance in developing this approach to these projects, their already extensive knowledge of the specific roads and overall project, and their extensive experience with this approach will ensure that this project is a success. As I mentioned before I believe this approach can be utilized on many other roads in Florence County.



April 30, 2015

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

Re: 2015 CPST II DIRT ROAD PAVING PROJECT DISTRICTS 1, 2, 4, 5, 7 & 9
PROJECT NO. 25-14/15
PROPOSAL FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

Dear Mr. Smith:

ICA|HDR Engineering, Inc. appreciates this opportunity to provide Florence County with a proposal to provide permit application, construction engineering, and inspection services associated with the improvements proposed for the 2015 CPST II Dirt Road Paving Project. ICA|HDR has helped with the completion of the investigations of the roadways and helped develop the contract documents and construction plans/specifications. This proposal is to add permit application development and inspection work to the projects.

The existing conditions of the roadways vary, but most exhibit adequate grades and alignments, roadside drainage ditches, and established drainage outfalls. This project will pave the roadways to the existing roadway width (16' minimum) or if there is adequate room to a new width of 20'. All work shall stay within the County's existing prescribed ditch-to-ditch right-of-way. All existing ditch and outfall locations and sizes will be maintained. The road will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards. A list of the Florence County Districts and roadways are listed below:

District 1:

| | | |
|-----------------------|---------------|--------------|
| CPST Project No. 97: | Moulds Road | (1.07 miles) |
| CPST Project No. 102: | Highland Road | (0.22 miles) |

District 2:

| | | |
|-----------------------|----------|--------------|
| CPST Project No. 104: | Law Road | (1.14 miles) |
|-----------------------|----------|--------------|

District 4:

| | | |
|-----------------------|---------------------|--------------|
| CPST Project No. 98: | Country Lane | (1.36 miles) |
| CPST Project No. 99: | Cherry Johnson Road | (1.90 miles) |
| CPST Project No. 100: | Ball Park Road | (1.60 miles) |

District 5:

| | | |
|----------------------|-----------|--------------|
| CPST Project No. 98: | Cato Road | (2.21 miles) |
|----------------------|-----------|--------------|

District 7:

| | | |
|-----------------------|--------------------|--------------|
| CPST Project No. 103: | Laurel Circle | (0.58 miles) |
| CPST Project No. 300: | Joan Road | (0.35 miles) |
| CPST Project No. 306: | R Bar M Ranch Road | (0.24 miles) |
| CPST Project No. 299: | Hughes Circle | (0.49 miles) |

District 9:

| | | |
|-----------------------|----------------|--------------|
| CPST Project No. 101: | McLaurin Drive | (0.59 miles) |
|-----------------------|----------------|--------------|

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Total = 11.75 miles

Our proposed scope of work is as follows:

- **Phase 1 – SCDHEC Permit Applications**
SCDHEC Permits will be coordinated during Phase 1. ICA will prepare and submit under the owner's signature the drawings/sketches, reports, application documents, and support information necessary to obtain the SCDHEC Land Disturbance Permits for this project.
- **Phase 2 - Construction Inspection**
ICA|HDR will provide periodic resident inspection services during the construction of the project. A Construction Manager will be assigned to the project through the construction period. The construction manager will work directly with the County to provide supervision on the project and make final decisions when necessary. The Construction Manager will be responsible for ensuring an appropriate level of inspection for all aspects of the project and serve as the County's project representative for all construction related coordination and communication with the Contractor. The inspections will observe the following:
 - Weather conditions
 - The number and type of crews on site
 - Work in progress
 - Quality of work observed
 - Defective work
 - Corrective requirements for defective work
 - Instructions given to Contractor

Following contractor notification of substantial completion of each roadway section, ICA will hold a final inspection with Florence County and the contractor to ensure a quality project that meets all the requirements of the County. Defective or incomplete work, if any, will be noted with instructions for correcting the work. A copy of the report will be distributed to Florence County and the Contractor as requested. ICA will conduct any necessary follow-up inspections such as the end of the warranty period.

Fee

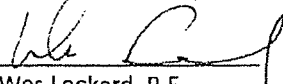
It is proposed that compensation for the described above will be paid to ICA|HDR on a lump sum basis with a not to exceed fee of \$80,000:

| | |
|-------------------------|--------------------|
| Permits | \$5,000.00 |
| Construction Inspection | <u>\$75,000.00</u> |
| Total | \$80,000.00 |

ICA|HDR Engineering, Inc. appreciates this opportunity to provide assistance to Florence County. We look forward to working with you on this project.

Sincerely,

ICA ENGINEERING, INC.


Wes Lockard, P.E.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Solicitation For Replacement Of The Main Switchgear In The County Complex To Be Funded From Building Commission Funds At An Estimated Cost Of \$1,000,000.

POINTS TO CONSIDER:

- 1) The main electrical switch gear is original to the County Complex and replacement parts are not readily available. The switchgear is located in the basement and is subject to flooding or periodic water infiltration from above. Sump pumps are utilized to keep the basement dry; however, upon failure of the sump pumps the entire building will suffer a prolonged outage and escalating costs. The estimated cost to replace the switchgear is \$1,000,000.
- 2) Stevens and Wilkinson's Property Condition Report dated June 27, 2013 recommends the relocation and replacement of the main switch gear.
- 3) GWA, Inc. has designed the new switch gear and the plans are ready for bid.

FUNDING FACTORS:

- 1) \$1,000,000 = Estimated cost of the replacement of the main switchgear in the County Complex to be funded from Building Commission Funds.

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Approve A Contractual Agreement With The Town Of Scranton To Provide Victim Services.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will provide the Town of Scranton with services of a Victim Advocate for the purpose of assistance, notification of release offenders, notification of court appearances, as well as other services mandated by SC Code Ann. § 16-3-1505.
2. The Town of Scranton will provide Florence County with the monies collected pursuant to SC Code Ann. § 14-1-211 that are retained by the Town of Scranton for the purpose of providing services for victims of crime, including those required by law.
3. The Town of Scranton will transmit the funds to Florence County to be placed in the Victim Services Account through the Florence County Treasurer's Office.
4. Approval of the contract includes the authorization of appropriate general ledger accounts within the Florence County Sheriff's Office Victim Witness Fund Departmental budget.
5. The contract period is July 1, 2015 until June 30, 2016 and will be renewable annually to run concurrent with fiscal years.
6. The Sheriff recommends the contractual agreement.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Decline.

ATTACHMENTS:

Copy of Contractual Agreement.

STATE OF SOUTH CAROLINA)
) AGREEMENT
COUNTY OF FLORENCE)

The parties entering into this agreement, the Florence County Sheriff's Office and the Town of Scranton Police Department, hereby enter this agreement to provide the Town of Scranton with Victim Assistance as mandated by South Carolina Law. The General Assembly, in enacting the Victim's Bill of Rights, recognized the civic and moral duty of victims of and witnesses to a crime to cooperate fully and voluntarily with law enforcement and prosecution agencies. The General Assembly further recognized that to ensure that all victims of and witnesses to a crime are treated with dignity, respect, courtesy, and sensitivity, the rights and services extended in the law to victims of and witnesses to a crime are honored and protected by law enforcement agencies, prosecutors, and judges in a manner no less vigorous than the protections afforded criminal defendants. The purpose of this agreement is to maintain a level of service throughout Florence County and the Town of Scranton as contemplated by the Victim's Bill of Rights, S.C. Code Ann. § 16-3-1505 *et seq.*

It is agreed that the Florence County Sheriff's Office will provide the Town of Scranton with the services of a Victim Advocate for the purposes of assistance, notification of release of offenders, notification of court appearances, assistance with reimbursement forms, and other counseling services, as well as the other services mandated by S.C. Code Ann. § 16-3-1505 *et seq.* to be provided by the law enforcement agency.


It is agreed that in consideration of this agreement, the Town of Scranton will provide Florence County with the monies collected pursuant to S.C. Code Ann. § 14-1-211 that are retained by the Town of Scranton for the purpose of providing services for victims of crime, including those required by law.

It is agreed that the monies collected pursuant to S.C. Code Ann. § 14-1-211 by the Town of Scranton and transmitted to Florence County will be placed in the Victim Services Account through the Florence County Treasurer's Office just as if those funds were maintained by Florence County through general sessions and magistrate's court surcharges.

It is agreed that the Victim Advocates will be employees of the Florence County Sheriff's Office at all times even when rendering services within the Town of Scranton. Further, with the exception of officers specifically named in other agreements between these two agencies, this agreement does not in any way render officers of the Town of Scranton Police Department as employees of the Florence County Sheriff's Office.

The term of this agreement will be from July 1, 2015 until June 30, 2016 and shall be renewed annually on July 1 unless notice of termination is sent to either party by written notice at least 30 days prior to the date of renewal.

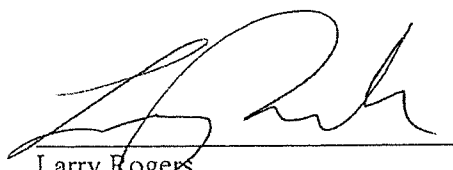
In witness whereof the parties attached here have set the hands and seals this ____
day of _____, 20 ____.



William K. Boone
Sheriff, Florence County

5-15-15

Date



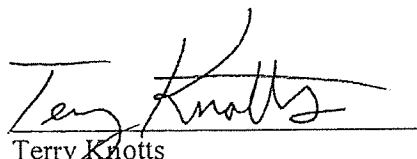
Larry Rogers
Chief of Police, Scranton, SC

05-13-2015

Date

K. G. "Rusty" Smith, Jr.
Administrator, Florence County

Date



Terry Knotts
Mayor of Scranton

5-13-2015

Date

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Other Business
Council District #6

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$15,330.00 from Council District #6 funding allocations to pay for MBC stone for Fore Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED: 
Requested by Councilmember: Steven DeBerry

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

PROPOSED ADDITIONS TO THE
JUNE 18, 2015 MEETING AGENDA

DESCRIPTION

(Requested by)

OTHER BUSINESS:

DATE REC'D

ITEM

District 3 RSMF – N.
Roberts Street

06/15/15

Approve The Expenditure Of Up To \$35,000
From Council District 3 RSMF Funding
Allocation To Pay For Resurfacing Of 1550' X
22' Of N. Roberts Street From Roughfork Street
To Mullins Street.

FLORENCE COUNTY COUNCIL MEETING

June 18, 2015

AGENDA ITEM: Other Business
Council District #3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$35,000.00 from Council District #3 funding allocations to pay for resurfacing of 1550' X 22' of N. Roberts Street from Roughfork Street to Mullins Street.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Alphonso Bradley

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