Jason M. Springs
District #1

Roger M. Poston
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Kent C. Caudle
District #5

H. Steven DeBerry, IV
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

Willard Dorriety, Jr.
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, OCTOBER 15, 2015
9:00 A. M.

I. CALL TO ORDER: **ROGER M. POSTON, CHAIRMAN**

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

III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:
JAMES T. SCHOFIELD, VICE CHAIRMAN

IV. WELCOME: **ROGER M. POSTON, CHAIRMAN**

V. MINUTES:

A. MINUTES OF THE SEPTEMBER 17, 2015 REGULAR MEETING **[1]**
Council Is Requested To Approve The Minutes Of The September 17, 2015 Regular Meeting Of County Council.

B. MINUTES OF THE OCTOBER 4, 2015 EMERGENCY MEETING **[16]**
Council Is Requested To Approve The Minutes Of The October 4, 2015 Emergency Meeting Of County Council.

VI. PUBLIC HEARINGS: [16]

Council Will Hold Public Hearing On The Following(*):

A. RESOLUTION NO. 05-2015/16

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bond (Goodwill Project) Series 2015, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding $20,000,000.

B. RESOLUTION NO. 06-2015/16

A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Lynda's Lane Located In The Johnsonville Area.

C. ORDINANCE NO. 07-2015/16

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

D. ORDINANCE NO. 08-2015/16

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

E. ORDINANCE NO. 09-2015/16

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Twenty-Four Million Dollars ($24,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

F. ORDINANCE NO. 13-2015/16

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District.

(*) Because Certain Terms Of The Bonds Were Not Yet Established, Full Versions Of Ordinances No. 07, 08 And 09-2015/16 Were Not Completed And Provided To Council Or The Public Prior To The Public Hearing Held At Its Regular Meeting On September 17, 2015 Therefore Second Reading Of The Ordinances Was Deferred To The October 15th Meeting, At Which Time An Additional Public Hearing On Each Of The Ordinances Will Be Held. Copies Of The Ordinances Were Made Available To Council And The Public Prior To The Meeting.

VII. APPEARANCES:

AMERICAN RED CROSS **[21]**

A Representative Of The American Red Cross Requests To Appear Before Council To Present Information About How The American Red Cross Supports The Florence Community.

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. DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION **[25]**

A Proclamation To Recognize October 2015 As Domestic Violence Awareness Month In Florence County.

B. RESOLUTION OF APPRECIATION AND RECOGNITION **[27]**

A Resolution Of Appreciation And Recognition For Reverend Reedy Saverance For His Meritorious Community Service.

C. RESOLUTION NO. 05-2015/16 *(Public Hearing)* **[29]**

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bond (Goodwill Project) Series 2015, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding $20,000,000.

D. RESOLUTION NO. 06-2015/16 *(Public Hearing)* **[34]**

A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Lynda's Lane Located In The Johnsonville Area.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 10-2015/16 **[47]**

An Ordinance Establishing The Developing Communities Commission, Providing For Appointment Of The Members Of The Commission, Setting Forth The Duties Of The Commission, And Other Matters Relating Thereto.

2. **ORDINANCE NO. 11-2015/16** **[50]**
An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina, And ~~A Company Known To The County As Project Beacon XI~~ Olanta Solar, LLC, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; And Other Related Matters.

B. SECOND READING

1. **ORDINANCE NO. 38-2014/15** ***(Deferral)*** **[79]**
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.

2. **ORDINANCE NO. 07-2015/16** ***(Public Hearing)*** **[82]**
An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

3. **ORDINANCE NO. 08-2015/16** ***(Public Hearing)*** **[96]**
An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

4. **ORDINANCE NO. 09-2015/16** ***(Public Hearing)*** **[145]**
An Ordinance Providing For The Issuance And Sale Of Not Exceeding ~~Twenty-Four~~ Eighteen Million Dollars ($~~24,000,000~~ $18,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

5. **ORDINANCE NO. 12-2015/16** **[161]**
An Ordinance To Rezone Property Owned By Cheryl Poston Located At 513 North Pamplico Highway, Pamplico, As Shown On Florence County Tax Map No. 00349, Block 02, Parcel 012; Consisting Of Approximately 2.72 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.
*(Planning Commission **approved** 8 – 0) (Council District 2)*

6. **ORDINANCE NO. 13-2015/16** ***(Public Hearing)*** **[169]**
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District.
*(Planning Commission **approved** 8 – 0)*

C. INTRODUCTION

1. **ORDINANCE NO. 14-2015/16** **[203]**
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing Fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, Extensions, And Reduction Of Guarantee And Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-105, Sexually Oriented Business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing Applications; Fees; And ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application Requirements And Fees, For The Purpose Of Creating A Comprehensive Fee Schedule To Reflect All Current Fees For Florence County Planning And Zoning Applications; And Other Matters Related Thereto.
*(Planning Commission **approved** 6 – 0)*

2. **ORDINANCE NO. 15-2015/16** **[213]**
An Ordinance For Text Amendments To The FLORENCE COUNTY CODE, CHAPTER 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. – MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations; And Other Matters Related Thereto.
*(Planning Commission **approved** 6 – 0)*

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. MUSEUM BOARD [219]
Appoint Muriel Coleman To Serve On The Museum Board, Representing Council District 2, With Appropriate Expiration Term.

B. PLANNING COMMISSION [222]
Appoint Dwight Johnson To Serve On The Planning Commission (Filling A Seat Left Vacant By The Resignation Of David Hobbs), Representing Council District 6, With Appropriate Expiration Term.

C. POLICY COMMISSION ON RECREATION [225]
Re-Appoint Eric Sebnick To Serve On The Policy Commission On Recreation, Representing Council District 1, With Appropriate Expiration Term.

D. UNIFIED FIRE DISTRICT FINANCIAL ADVISORY BOARD [228]
Appoint Henry Glover To Serve On The Unified Fire District Financial Advisory Board, Representing the Hannah-Salem-Friendfield Fire District.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. **MONTHLY FINANCIAL REPORTS** **[230]**
Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through August 31, 2015 As An Item For The Record

B. ADMINISTRATION/FINANCE/SHERIFF

ADDITION OF UNPAID CHIEF PILOT POSITION **[247]**

Approve The Addition Of An Unpaid Chief Pilot Position To The County's Compensation And Classification Plan For The Sheriff's Office.

C. ADMINISTRATION/FINANCE/SOLICITOR

LEASE AGREEMENT FOR SPACE **[249]**

Approve Entering Into A Lease Agreement With Gene Brown For Space At The Old Post Office Necessary To House Solicitor's Staff Members.

D. PROCUREMENT

REVIEW PANEL APPOINTMENT **[251]**

Appoint A Member Of Council To Serve On The Review Panel For RFP No. 12-15/16, Stand-By Debris Monitoring And Recovery Planning Services And RFP No. 13-15/16, Stand-By Debris Management And Removal Services.

E. SARDIS-TIMMONSVILLE FIRE DEPARTMENT/PROCUREMENT

1. **PURCHASE OF PUMPERS** **[252]**

Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Smeal Fire Apparatus For The Purchase Of Two (2) Midship 1250 Pumpers With The Necessary Equipment For The Total Cost Of $931,254 (Including $600 Vehicle Tax) As Funded By Bond Funds.

2. **PURCHASE OF TANKER** **[263]**

Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To US Tanker Fire Apparatus For The Purchase Of One (1) Heritage Wet Side KW Tanker With The Necessary Equipment For The Total Cost Of $253,419 (Including $300 Vehicle Tax) As Funded By Bond Funds.

F. WEST FLORENCE & WINDY HILL FIRE STATION/PROCUREMENT

AWARD BID NO. 10-15/16 **[275]**

Award Bid No. 10-15/16, West Florence And Windy Hill Fire Station, In The Amount Of $1,725,893 (Primary Bid Amounts Plus Alternates 2 And 3) To FBI Construction Inc. Of Florence, SC From The Capital Project Sales Tax II Funds. *(5 Compliant Bids received)*

XIII. OTHER BUSINESS:

INFRASTRUCTURE

DOROTHY G. HINES NATURE TRAIL **[279]**

Approve The Reallocation Of An Expenditure Of Up To $20,269 From Council District 3 Infrastructure Funding Allocation To Assist The City Of Florence With Asphalting The Dorothy G. Hines Nature Trail *(Original Request Was Approved At The February 20, 2014 Regular Meeting Of Council; However, Due To Inactivity On The Project, The Funds Were De-Obligated But The City Is Now Ready To Move Forward With That Project).*

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

October 15, 2015

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the September 17, 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, SEPTEMBER 17, 2015, 6:00 P.M., NATIONAL BEAN MARKET MUSEUM, 111 HENRY STREET, LAKE CITY, SOUTH CAROLINA

PRESENT:
Roger M. Poston, Chairman
James T. Schofield, Vice Chairman
Mitchell Kirby, Secretary-Chaplain
Waymon Mumford, Council Member
Alphonso Bradley, 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:
Kent C. Caudle, Council Member

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ALSO PRESENT:
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Jonathan B. Graham, III, Planning Director
Ronnie Pridgen, Parks & Recreation Department Director
Patrick Fletcher, Procurement Director
Sam Brockington, Fire/Rescue Services Coordinator
Alan Smith, Library Director
Gavin Jackson, Morning News Staffwriter
Joshua Lloyd, Morning News Staffwriter
Lake City News & Post Staffwriter

A notice of the regular meeting of the Florence County Council appeared in the September 16, 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, the entrance of the National Bean Market Museum, 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.

RECONSIDERATION OF INFRASTRUCTURE PROJECT:

Councilman Schofield made a motion Council Reconsider The Approval Of The Expenditure Of Up To $50,000 From Council Districts 1, 2, 4, 5, 6 And 8 Infrastructure Funding Allocations ($5,000 Each From Districts 1, 2 And 6, $27,000 From District 5, And $4,000 Each From Districts 4 and 8) To Assist Francis Marion University With A Capital Improvement Project **To Allocate The $4,000 Funding From District 8 Utility NOT Infrastructure Funding Allocation**. Councilman Springs seconded the motion, which was approved unanimously.

APPROVAL OF MINUTES:

Councilman Kirby made a motion Council Approve The Minutes Of The August 20, 2015 Regular Meeting Of County Council. Councilman Dorriety seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk Published The Titles And The Chairman Opened Public Hearing For The Following Ordinances:

ORDINANCE NO. 07-2015/16

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

ORDINANCE NO. 08-2015/16

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

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ORDINANCE NO. 09-2015/16

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Twenty-Four Million Dollars ($24,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

ORDINANCE NO. 10-2015/16

An Ordinance Establishing The Developing Communities Commission, Providing For Appointment Of The Members Of The Commission, Setting Forth The Duties Of The Commission, And Other Matters Relating Thereto.

ORDINANCE NO. 11-2015/16

An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina, And A Company Known To The County As Project Beacon XI, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; And Other Related Matters.

The Chairman Stated That Because Certain Terms Of The Bonds Had Not Yet Been Established, Full Versions Of Ordinances No. 07, 08 And 09-2015/16 Had Not Been Completed And Provided To Council Or The Public. Since The Public Hearing Was Duly Advertised, Council Would Hold Public Hearing At The September 17, 2015 Regular Meeting But Second Reading Of The Ordinances Would Be Deferred To The October 15th Meeting, At Which Time An Additional Public Hearing On The Ordinances Would Be Held. Copies Of The Ordinances Would Be Made Available To The Public As Soon As The Terms Of The Bonds Were Established And The Information Became Available.

APPEARANCES:

There Were No Appearances Requested.

COMMITTEE REPORTS:

AGRICULTURE, FORESTRY, MILITARY AFFAIRS & INTERGOVERNMENTAL RELATIONS

Committee Chairman Bradley stated the City-County Conference Committee met on Friday, September 11, 2015. The Committee discussed two gateway entrances to Florence: 1) Hwy. 76/301; and, 2) Hwy. 52. The Committee unanimously voted to recommend that the City and the County each contribute $20,000 to engage a consultant to develop a corridor enhancement plan for the Hwy. 76/301 and Hwy. 52 entrances to the City of Florence. Councilman Bradley made a motion Council Approve The Expenditure Of $20,000 From The Contingency Fund, Contingent Upon The City Of Florence Providing $20,000, Further For The County Administrator To Work With The City Of Florence Administrator To Hire An Engineering Firm To Develop The Corridor Enhancement Plan. Councilman Mumford seconded the motion, which was approved unanimously.

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Councilman Bradley stated the City of Florence also agreed to be an equal partner with Florence County in funding the expansion of the Civic Center.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION NO. 02-2015/16

The Clerk published the title of Resolution No. 02-2015/16: A Resolution Identifying A Project To Satisfy The Requirements Of Title 12, Chapter 44 Of The South Carolina Code, So As To Allow Investment Expenditures Incurred By A Company Known To The County As Project Beacon XI, Its Affiliates And Related Entities, To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Taxes Arrangement With Florence County, South Carolina; Providing For Other Related Economic Development Incentives, Including Special Source Revenue Credits; And Other Matters Related Thereto. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

RESOLUTION NO. 03-2015/16

The Clerk published the title of Resolution No. 03-2015/16: A Resolution To Rename A County Road, Lake Thurmond Drive, As Shown On Florence County Tax Map No. 05312, Block 01, Parcels 080-088 And 102-112 To Lake Moultrie Drive. Councilman DeBerry made a motion Council approve the Resolution as presented. Councilman Schofield seconded the motion, which was approved unanimously.

RESOLUTION NO. 04-2015/16

The Clerk published the title of Resolution No. 04-2015/16: A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Two Additional Participants And To Increase The Limit For Two Participants In The South Carolina Procurement Card Program. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There Being No Signatures On The Sign-In Sheets For Public Hearings, The Chairman Closed The Public Hearings.

ORDINANCES IN POSITION:

ORDINANCE NO. 05-2015/16 – THIRD READING

The Clerk published the title of Ordinance No. 05-2015/16: An Ordinance To Amend The Text Of The 'PROCEDURE FOR ADOPTING PLAN OR AMENDMENTS' And 'PUBLIC HEARING AND NOTICE' Sections Of The Florence County Comprehensive Plan Administrative Procedures; And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve third reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCE NO. 06-2015/16 – THIRD READING

The Clerk published the title of Ordinance No. 06-2015/16: An Ordinance To Amend The Text To The Florence County Code Of Ordinances, Chapter 30, Zoning Ordinance, Section 30-297, Administrative Procedures, Action (Planning Commission And Board Of Zoning Appeals); And Other Matters Related Thereto. Councilman Mumford made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

Chairman Poston Stated That Second Reading Of Ordinance Nos. 38-2014/15 And 07, 08, And 09-2015/16 Would Be Deferred.

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ORDINANCE NO. 38-2014/15 – SECOND READING DEFERRED

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.

ORDINANCE NO. 07-2015/16 – SECOND READING DEFERRED

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

ORDINANCE NO. 08-2015/16 – SECOND READING DEFERRED

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

ORDINANCE NO. 09-2015/16 – SECOND READING DEFERRED

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Twenty-Four Million Dollars ($24,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

ORDINANCE NO. 10-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 10-2015/16: An Ordinance Establishing The Developing Communities Commission, Providing For Appointment Of The Members Of The Commission, Setting Forth The Duties Of The Commission, And Other Matters Relating Thereto. Councilman Springs made a motion Council Approve Second Reading Of Ordinance No. 10-2015/16 With The Revisions Outlined In The Agenda Package And Recommended By The Committee On Agriculture, Forestry, Military Affairs & Intergovernmental Relations. Councilman Bradley seconded the motion, which was approved unanimously.

ORDINANCE NO. 11-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 11-2015/16: An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina, And A Company Known To The County As Project Beacon XI, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; And Other Related Matters. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

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ORDINANCES INTRODUCED

The Clerk published the titles of the following Ordinances and the Chairman declared the Ordinances Introduced:

ORDINANCE NO. 12-2015/16 – INTRODUCED

An Ordinance To Rezone Property Owned By Cheryl Poston Located At 513 North Pamplico Highway, Pamplico, As Shown On Florence County Tax Map No. 00349, Block 02, Parcel 012; Consisting Of Approximately 2.72 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.

ORDINANCE NO. 13-2015/16 – INTRODUCED

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

There Were No Appointments.

REPORTS TO COUNCIL:

ADMINISTRATION

CPST I & II UPDATE

County Administrator K. G. Rusty Smith, Jr. stated updates on the CPST I and II were provided to Council as well as a report on the most recent meeting of Department Heads. He stated the County was moving forward expeditiously with the projects. An update on the Alligator Road project was also included. He informed Council and the public that the next meeting of the department heads would focus on the FOIA to ensure the County was in full compliance with the law and make sure department heads were aware of any significant changes to the Act.

MONTHLY FINANCIAL REPORTS

Mr. Smith Stated Monthly Financial Reports Were Provided To Council Members For Their Edification And An Item For The Record.

CONVEYANCE OF PROPERTY – PUMP STATION

Councilman Springs made a motion Council Approve The Conveyance Of Approximately .078 Acre Of TMP# 00197-31-065 To The City Of Lake City In Order To Install A Larger Wet Well And Upgrade An Existing Pump Station Currently Located Adjacent To The Site. Councilman Dorriety seconded the motion, which was approved unanimously.

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CONVEYANCE OF PROPERTY – SYLVAN STREET

Councilman Springs made a motion Council Approve The Conveyance Of Approximately .23 Acre Of TMP#80015-02-010 With A Twenty (20) Foot Wide Sewer Easement And A Thirty (30) Foot Ingress/Egress From Sylvan Street To The City Of Lake City In Order To Construct A New Transfer Station At The Lake City Park Project Site. Councilman Dorriety seconded the motion, which was approved unanimously.

EASEMENT – SPIRIT COMMUNICATIONS

Councilman Dorriety made a motion Council Authorize The County Administrator To Execute An Easement To South Carolina Telecommunications Group Holding, Inc. d/b/a Spirit Communications To Install Fiber Optic Cable Underground Along County Complex Property In Order To Provide Service To Med-Enroll, Inc. Located At 151 West Evans Street. Councilman Mumford seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Dorriety made a motion Council Declare Two (2) Vehicles, One (1) Ambulance, One (1) Motorgrader, And One (1) Mower As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Schofield seconded the motion, which was approved unanimously.

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SHERIFF'S OFFICE/GRANTS

CONTRACT AWARD

Councilman Mumford made a motion Council Accept Award Of An Annual Contract/Grant In The Amount Of $6,000 From Circle Park To Florence County Sheriff's Office For Services To Be Rendered As A Participant In The 12th Judicial Circuit Alcohol Enforcement Team. Councilman Dorriety seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE/PROCUREMENT

SOLE SOURCE PROCUREMENT

Councilman Dorriety made a motion Council Authorize The Sole Source Purchase Of Seventy (70) Flex Flush Stainless Steel Toilets From SupplyWorks Of Florence, SC In The Amount Of $56,322 As Funded From Capital Projects Sales Tax II Funds. Councilman Schofield seconded the motion, which was approved unanimously. Councilman Mumford asked for staff to elaborate. Mr. Smith stated these were toilets that were manufactured to prevent the inmates from destroying them. Larue Coker, Director of Maintenance at the Law Enforcement Complex (LEC) provided an explanation of the sole source procurement. The LEC ordered approximately 30 – 40 of them in the last few years and these toilets held up well to the abuse of the inmates and were manufactured so that the LEC maintenance staff could install. The company that the toilets were being purchased from was a local vendor, formerly TrayCo of Florence. This would leave approximately 110 more to replace in the future.

PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 09-15/16

Councilman Dorriety made a motion Council Award Bid No. 09-15/16, Resurfacing Project For District 9 In The Amount Of $197,014 To C. R. Jackson, Inc. Of Darlington, SC From District 9 Funding Allocations Previously Approved. Councilman Springs seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

PROSSER FIELD YOUTH ORGANIZATION

Councilman Schofield made a motion Council Declare A John Deere 1200A Bunker Rake Unit #M7007 As Surplus; Authorize The Sale Of The Bunker Rake To The Prosser Field Youth Organization In The Amount Of $3,750; And, Approve The Expenditure Of Up To $3,750 From Council District 2 Infrastructure Funding Allocation For The Purchase. Councilman Dorriety seconded the motion, which was approved unanimously.

SPAULDING HEIGHTS

Councilman Mumford made a motion Council Approve The Expenditure Of Up To $2,900 From Council District 7 Infrastructure Funding Allocation To Purchase Furniture And A Storage Cabinet For The Newly Expanded Spaulding Heights Community Building. Councilman Bradley seconded the motion, which was approved unanimously.

draft

INFRASTRUCTURE/UTILITY

BOYS & GIRLS CLUB

Councilman Bradley made a motion Council Approve The Expenditure Of Up To $18,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately $2,000 From Each District) To Assist The Boys & Girls Club With A Lighting Project For Its Facilities. Councilman Springs seconded the motion, which was approved unanimously.

FRANCIS MARION RECREATION ATHLETIC LEAGUE

Councilman DeBerry made a motion Council Declare A 2006 John Deere 1200 Bunker Rake Unit #M7079 As Surplus; Authorize The Sale Of The Bunker Rake To The Francis Marion Recreation Athletic League In The Amount Of $3,750; And, Approve The Expenditure Of Up To $3,750 From Council Districts 3, 6, And 7 Infrastructure/Utility Funding Allocations ($1,250 From Each District) For The Purchase. Councilman Mumford seconded the motion, which was approved unanimously.

BROOKS McCALL PARK

Councilman Bradley made a motion Council Approve The Expenditure Of Up To $8,200 From Council District 3 Infrastructure Funding Allocation For The Purchase Of Security Cameras For Brooks McCall Park. Councilman Mumford seconded the motion, which was approved unanimously.

THREE RIVERS HISTORICAL SOCIETY

Councilman Springs made a motion Council Approve The Expenditure Of Up To $2,500 From Council District 1 Infrastructure Funding Allocation To Assist The Three Rivers Historical Society With The Purchase Of Equipment To House/Display Public Documents. Councilman Dorriety seconded the motion, which was approved unanimously.

Chairman Poston stated before Council adjourned he wanted to express his appreciation for the opportunity to hold the Council meeting in Lake City and for the gracious hospitality extended to Council.

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

COUNCIL MEETING ADJOURNED AT 6:28 P.M.

draft

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

September 17, 2015

Ordinance No. 07-2015/16

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

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PUBLIC HEARING

September 17, 2015

ORDINANCE NO. 08-2015/16

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

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PUBLIC HEARING

September 17, 2015

ORDINANCE NO. 09-2015/16

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Twenty-Four Million Dollars ($24,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

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PUBLIC HEARING

September 17, 2015

ORDINANCE NO. 10-2015/16

An Ordinance Establishing The Developing Communities Commission, Providing For Appointment Of The Members Of The Commission, Setting Forth The Duties Of The Commission, And Other Matters Relating Thereto.

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PUBLIC HEARING

September 17, 2015

ORDINANCE NO. 11-2015/16

An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina, And A Company Known To The County As Project Beacon XI, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; And Other Related Matters.

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FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the October 4, 2015 Emergency Meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

EMERGENCY MEETING OF THE FLORENCE COUNTY COUNCIL, SUNDAY, OCTOBER 4, 2015, 1:00 P.M., COUNTY COMPLEX, COUNCIL CONFERENCE ROOM, ROOM 804, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:
Roger M. Poston, Chairman (Via Teleconference)
James T. Schofield, Vice Chairman
Alphonso Bradley, Council Member (Via Teleconference entered the call at 1:05 p.m.)
Kent C. Caudle, Council Member (entered the Conference Room at 1:09 p.m.)
Willard Dorriety, Jr., Council Member (Via Teleconference)
Jason M. Springs, Council Member (Via Teleconference)
H. Steven DeBerry, IV, Council Member (Via Teleconference)
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:
Mitchell Kirby, Secretary-Chaplain
Waymon Mumford, Council Member

ALSO PRESENT:
Dusty Owens, Emergency Management Department Director

draft

Pursuant to South Carolina Code of Laws 1976, As Amended, Section 39-4-80, notice of the Emergency Meeting of the Florence County Council was not required. An Emergency Telephonic meeting was called on October 4, 2015 for 1:00 p.m. For The Purpose Of Declaring A *State Of Emergency* Due To Excessive Flooding In Florence County.

Chairman Poston called the meeting to order and stated the County was advised to close roads and recommended mandatory evacuation of the Black Creek area. County Administrator K. G. Rusty Smith, Jr. stated Council needed to approve a proclamation designating the conditions and actions needed. Emergency Management Department Director Dusty Owens stated the proclamation needed to be precautionary in nature because of the uncertainty of all of the issues the County would need to deal with concerning the flooding in the next several days. Evacuations were ongoing on Black Creek and citizens in the Lake City area were leaving their homes seeking shelter. There existed the possibility of evacuations in other areas as well. The proclamation was needed to ensure that a tool was in place that the County could act upon should the need arise to order an evacuation to a specific portion of the County. The proclamation would also outline other authority under the County Code that could be implemented by Council,

such as the closing of businesses, restricting access to other areas or declaring curfews. Mr. Owens anticipated the situation would worsen because the rain was projected to continue through Monday afternoon. In 2004, the crest for the flood on Black Creek was 16.5 feet and at 10 o'clock this morning it was already at that level and continued to climb. He was of the opinion that the proclamation needed to be written in the broadest possible sense to allow the Administrator and Council to implement actions as necessary.

County Attorney Malloy McEachin stated that in Council's deliberation and decision process for the proclamation, the following items needed to be included:

- Define the nature of the emergency;
- The geographic area affected;
- The conditions that required the emergency proclamation;
- Conditions that would terminate the emergency;
- Direct whether or not Council wanted to compel the evacuation of areas if people would not voluntarily evacuate; and
- Direct who would implement and enforce the proclamation.

Councilman Schofield stated he was of the opinion that Council should authorize the Sheriff's Office and Emergency Management Department to take all steps necessary to protect the lives of Florence County residents and order or allow them to order a mandatory evacuation especially in the Black Creek area. There were residents in that area refusing to leave now, but as the water continued to rise if those individuals called emergency personnel for assistance during the night, it would place emergency personnel in harm's way. He was also aware of situations particularly in Pamplico and lower Florence County where it was dangerous for people to be out on the roads, due to roads failing. He was of the opinion that the County should be pro-active and authorize the County Administrator and staff to do what was necessary.

DRAFT

In response to a question from Councilman Bradley regarding specific areas, Mr. Owens stated they could identify by streets the areas that needed to be evacuated.

After some discussion, Councilman Schofield made a motion Council authorize the County Administrator, Sheriff's Office and Emergency Management Department to take whatever steps were necessary to protect the lives of the citizens of Florence County. Councilman Springs seconded the motion, which was approved unanimously. Councilman DeBerry asked that staff confer with the City of Florence regarding curfew. Mr. McEachin stated that, for the record, it was necessary to state that the nature of the emergency was flooding pretty much countywide; the area affected was Florence County, the condition requiring the emergency proclamation was the flooding, and that the proclamation would terminate when the flooding receded to a safe level. Councilman Schofield made a motion to incorporate into the original motion the information presented by the County Attorney. Councilman Dorriety seconded the motion, which was approved unanimously. It was the consensus of Council that Vice Chairman Schofield sign the Proclamation on behalf of the County, since the Chairman was unable to come to the Complex.

It was the consensus of Council that County offices be closed on Monday, October 5th for non-essential employees. Mr. Smith stated staff would provide the appropriate notice to employees and the public.

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

COUNCIL MEETING ADJOURNED AT 1:18 P.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

draft

FLORENCE COUNTY COUNCIL

October 15, 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. RESOLUTION NO. 05-2015/16
A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bond (Goodwill Project) Series 2015, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding $20,000,000.

B. RESOLUTION NO. 06-2015/16
A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Lynda's Lane Located In The Johnsonville Area.

C. ORDINANCE NO. 07-2015/16
An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

D. ORDINANCE NO. 08-2015/16
An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

E. ORDINANCE NO. 09-2015/16
An Ordinance Providing For The Issuance And Sale Of Not Exceeding Twenty-Four Million Dollars ($24,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.

F. ORDINANCE NO. 13-2015/16
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District.

(*) Because Certain Terms Of The Bonds Were Not Yet Established, Full Versions Of Ordinances No. 07, 08 And 09-2015/16 Were Not Completed And Provided To Council Or The Public Prior To The Public Hearing Held At Its Regular Meeting On September 17, 2015 Therefore Second Reading Of The Ordinances Was Deferred To The October 15th Meeting, At Which Time An Additional Public Hearing On Each Of The Ordinances Will Be Held. Copies Of The Ordinances Were Made Available To Council And The Public Prior To The Meeting.

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Appearances Before Council
American Red Cross

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Representative Of The American Red Cross Requests To Appear Before Council To Present Information About The American Red Cross And How Their Efforts Support The Florence Community.

ATTACHMENT:
A Copy of the Request To Appear and Associated Information.

The mission of the American Red Cross is to help people prevent, prepare for and recover from fires and natural or man-made disasters. The majority of disasters to which we respond are fires; and on average, the American Red Cross responds to a house fire every 4.5 hours. Last year in Florence , the Red Cross responded to 70 incidents, 252 assisted individuals and spent over $52,071 in disaster relief assistance. We touched the lives and restored hope by providing shelter, temporary lodging, food, clothing medications and emotional support. Our 24 hour disaster efforts are led by a workforce of 90% volunteers.

Although the Red Cross is chartered by Congress as America's leading private disaster relief organization, we are not a federal agency nor do we receive federal or state budgeted funding. The Red Cross is reliant on the donation of time, money and blood to meet its mission and an average of 91 cents of every dollar the Red Cross raises is invested in humanitarian services programs.

We request the opportunity to present to the County Council on October 15 th with information about The Red Cross and how our efforts support our community . I am available if you have any questions and can be reached at nicole.echols@redcross.org or 843-709-9263

Nicole Echols
Major Gifts Officer

American Red Cross
Eastern SC
Palmetto SC Region
843-709-9263
nicole.echols@redcross.org

American Red Cross

RELIEF IN ACTION

FLOODING IN THE CAROLINAS

American Red Cross

October 5, 2015

Relief from the Deluge

The American Red Cross is mounting a massive relief operation across South Carolina, North Carolina, West Virginia and Virginia following an unprecedented series of devastating flooding and storms that have impacted tens of thousands of lives and washed away hundreds of homes. The Red Cross is there for families in need right now, providing shelter, meals and relief supplies and helping people prepare for the continued onslaught of more severe weather. Just last night, 35 shelters provided a safe place to sleep for more than 220 people requiring relief from the deluge. The Red Cross will be there for as long as needed, thanks to the generous support of our donors.



Red Cross workers help people affected by severe weather, including floods, this fall.

Hardest hit is South Carolina, which due to a front rain system combined with the outer bands of Hurricane Joaquin, is experiencing historic flooding levels – meteorologists are reporting that the chances of this level of rain occuring in a given year is only 1-in-1,000. Yesterday alone, Columbia, S.C. saw its rainiest day in history and this is now the wettest October on record in downtown Charleston, surpassing the previous record of 11.68 inches in 1959 – and it's only the beginning of the month. Flash flood watches remain in effect throughout the state. According to the National Weather Service, rain predictions over the next 3 days could total between 8 and 12 inches in some parts of the state.

The Red Cross is responding to the life-threatening flooding and historic rainfall that is affecting the entire state of South Carolina and parts of North Carolina. As shelters are open and plans to assess damage are underway, the Red Cross is in need of additional volunteers to join its workforce in the areas of Charleston, Columbia, Myrtle Beach, and the Upstate.

"We are helping families across South Carolina that are in need of shelter, disaster relief and comfort," said Louise Welch Williams, regional chief executive officer of the American Red Cross in South Carolina. "We are also welcoming members of the community who want to help to join us as Red Cross disaster volunteers."

The path to recovery in South Carolina will be long and arduous - rivers are expected to continue to rise over the next couple of days. As flood waters recede and residents begin to return home and assess damage, the Red Cross will be there to help them navigate paperwork, get access to financial assistance and start returning to normal life.

Last night over 20 people slept in five shelters across North Carolina, where all parts of the state have seen significant rainfall this past week. Flash flood warnings and high wind advisories remain in effect, and over 10,000 people are without power. The Red Cross has been in close communication with local emergency management and relying on the generous support of our volunteers to support residents across the state.

To date nearly 4,200 meals and snacks have been served, and our work is just beginning. Though recent Red Cross response efforts have been large, the flood relief and recovery efforts on the horizon could be greater in scope—and need. Right now, more disaster workers and resources are being sent to the impacted areas from across the nation.

Red Cross Emergency App

Download the Red Cross Emergency App for instant access to expert advice on what to do right before, during and after 14 different types of emergencies and disasters, including floods. The app contains weather alerts, lifesaving information and ways to contact family and friends in one free, easy-to-use app for mobile devices. Users can customize more than 35 emergency alerts based on their location and where their loved ones live.

The free Emergency App is available in app stores for smartphones and tablets by searching for the American Red Cross or by going to redcross.org/apps.

Everyday Disasters

The Red Cross works around the clock to deliver hope and help for families in communities across the country, and among countless crises, home fires continue to threaten families regardless of season. Just over the weekend, disaster workers have responded to six large-scale multi-family fires in Illinois, New York, Texas, Tennessee and Florida. Trained Red Cross volunteers work one-on-one with those in need, supplying emergency lodging, food, health and mental health services, and help families create recovery plans for the road ahead.



Red Cross emergency response vehicles distribute meals and recovery items to help families affected by disasters big and small.

Delivering Hope, Every Day, Across the Country

Each year, the Red Cross responds to an average of nearly 70,000 disasters, from single-family and apartment home fires to severe storms, floods and wildfires. People in need turn to us in their darkest hours because they know they can depend on us for immediate relief and help through their recovery.

To fulfill this promise, the Red Cross must be ready for every disaster, regardless of its size. We count on the generosity of our donors, whose support of Disaster Relief enables us to be there for those we serve. We ask you to join in this commitment.



How You Can Help

Help people affected by disasters like floods in South Carolina by making a gift to American Red Cross Disaster Relief. Your gift enables the Red Cross to prepare for, respond to and help people recover from disasters big and small. Visit **redcross.org/donate**, or call 1-800-REDCROSS. Contributions may also be sent to your local Red Cross chapter at P.O. Box 9035, Greenville, South Carolina, 29604.

FLORENCE COUNTY COUNCIL MEETING
October 15, 2015

AGENDA ITEM: Proclamation

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
(A Proclamation To Proclaim October 2015 As Domestic Violence Awareness Month.)

OPTIONS:
1. Approve the Proclamation as Presented
2. Provide An Alternate Directive

ATTACHMENT:
1. Copy of proposed Proclamation requested by Ellen Hamilton, Director, Pee Dee Coalition Against Domestic & Sexual Assault

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROCLAMATION

A PROCLAMATION TO PROCLAIM OCTOBER 2015 AS DOMESTIC VIOLENCE AWARENESS MONTH.

WHEREAS, the crime of domestic violence violates a person's privacy, dignity, security, and humanity through the systematic use of physical, sexual, and/or psychological assault or abuse in order to exert control over the individual; and

WHEREAS, according to the Violence Policy Center, South Carolina is ranked 1st in the nation for the number of women killed by men; and

WHEREAS, the effects of domestic violence on children can be devastating, causing depression and psychological distress and raising the likelihood of physical violence among those who witness it; and

WHEREAS, Domestic Violence Awareness Month calls attention to the importance of working together to assure a life free from harm for all community members.

NOW, THEREFORE, WE, the Governing Body of Florence County, South Carolina, the Florence County Council, Do Hereby Proclaim October 2015 As

DOMESTIC VIOLENCE AWARENESS MONTH

throughout the County and encourage all citizens to join together in the campaign to eliminate domestic violence while reaching out to its victims and letting them know that help is available.

Done in meeting duly assembled this 15th day of October, 2015.

THE FLORENCE COUNTY COUNCIL:

_____

Roger M. Poston, Chairman

ATTEST:

_____

Connie Y. Haselden, Clerk to Council

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FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Resolution of Appreciation & Recognition
Reverend Reedy Saverance

DEPARTMENT: County Council
Councilman Roger M. Poston, District 2

ISSUE UNDER CONSIDERATION:
A Resolution Of Appreciation And Recognition For Reverend Reedy Saverance For His Meritorious Community Service.

OPTIONS:
1. ***(Recommended)*** Approve the Proposed Resolution As Presented.
2. Provide an alternate directive.

ATTACHMENTS:
Copy of the proposed Resolution.

STATE OF SOUTH CAROLINA)
) RESOLUTION OF APPRECIATION
COUNTY OF FLORENCE) AND RECOGNITION

WHEREAS, Florence County Council deems it appropriate to recognize exceptional individuals who unremittingly serve the citizens of Florence County; and,

WHEREAS, Reverend Reedy Saverance, is one such individual who has consistently exhibited extraordinary leadership proficiencies throughout his lifetime; and,

WHEREAS, Reverend Saverance acknowledged the call to enter the ministry of our Lord over 66 years ago and has diligently striven to impart the gospel to all and serving the community on the State level for more than 50 years; and,

WHEREAS, in addition to his gospel ministry, Reverend Saverance, having the heart of a servant, has volunteered over 80,000 hours in hospitals, churches, and the community visiting, assisting and encouraging those in need; and,

WHEREAS, his over 66 years of laudable service has not gone unnoticed.

draft

NOW, THEREFORE, BE IT RESOLVED, that **REVEREND REEDY SAVERANCE** richly deserves both Council's recognition and appreciation for his meritorious service.

PRESENTED this 19TH day of September 2015.

Thank you Pastor Reedy for a job well done! May the Lord continue to bless your ministry and your service to Him and to others.

THE FLORENCE COUNTY COUNCIL:

_____
Roger M. Poston, Chairman

_____
Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING
October 15, 2015

AGENDA ITEM: Resolution No. 05-2015/16

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
(A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bond (Goodwill Project) Series 2015, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding $20,000,000.)

OPTIONS:
1. ***(Recommended)*** Approve Resolution No. 05-2015/16
2. Provide An Alternate Directive

ATTACHMENT:
1. Copy of proposed Resolution No. 05-2015/16

Sponsor(s)	: County Council
Public Hearing:	: October 15, 2015
Adopted:	: October 15, 2015
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 05-2015/16

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE REFUNDING BOND (GOODWILL PROJECT) SERIES 2015, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $20,000,000.

WHEREAS:

1. The South Carolina Jobs-Economic Development Authority (the ***"Issuer"***) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the ***"Act"***), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

2. The Issuer is further authorized by Section 41-43-110 of the Act to issue revenue and revenue refunding bonds payable by the Issuer solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

3. The Issuer and Goodwill Industries of Lower South Carolina, Inc., a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (***"Goodwill"***), entered into an Inducement Agreement dated July 16, 2015 (the ***"Inducement Agreement"***), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Issuer pursuant to the Inducement Agreement, the Issuer proposes, subject to such approval of the State Fiscal Accountability Authority, Charleston County, Dorchester County, Florence County, Horry County and Orangeburg County as may be required by law, to issue not exceeding $20,000,000 aggregate principal amount of its Economic Development Revenue Refunding Bond (Goodwill Project), Series 2015 (the ***"Bond"***), under and pursuant to Section 41-43-110 of the Act, to (a) refinance up to seven existing Goodwill properties described below (including land, real property, improvements, furnishings, fixtures and equipment and other personal property associated therewith), each including a retail store for the resale of donated goods, generally including a finished retail area, a donation drive-thru, goods processing area, offices and training areas and (b) finance all or a portion of the costs associated with the issuance of the Bond; and

draft

4. The proceeds of the Bond will be used as follows: (i) approximately $2,178,419 used to refinance approximately 2 acres of land at 1551 Second Loop Rd., Florence, Florence County, SC 29505 and an approximately 15,000 square foot facility located thereon; (ii) approximately $2,534,781 used to refinance approximately 2.49 acres of land at 2164 Oakheart Rd., Carolina Forest, Horry County, SC 29579 and an approximately 15,000 square foot facility located thereon; (iii) approximately $2,677,597 used to refinance approximately 2 acres of land at 1758 Main Rd., Johns Island, Charleston County, SC 29455 and an approximately 15,000 square foot facility located thereon; (iv) approximately $1,838,461 used to refinance approximately 1.69 acres of land at 1734 St. Matthews Rd., Orangeburg, Orangeburg County, SC 29115 and an approximately 15,028 square foot facility located thereon; (v) approximately $1,998,327 used to refinance approximately 1.6 acres of land at 825 Orangeburg Rd., Summerville, Dorchester County, SC 29483 and an approximately 12,000 square foot facility located thereon; (vi) approximately $4,156,520 used to refinance approximately 4 acres of land at 127 Loyola Dr., Myrtle Beach, Horry County, SC 29588 and an approximately 25,000 square foot facility located thereon; and (vii) approximately $2,556,149 used to refinance approximately 4.65 acres of land at 6813 Rivers Avenue, North Charleston, Charleston County, SC 29406 and an approximately 28,420 square foot facility located thereon (collectively referred to as the ***"Projects"***). Item (i) above is hereinafter referred to as the ***"Florence County Project"***. The Projects are owned and operated by Goodwill. Goodwill expects that certain of the Projects will be transferred to Palmetto Goodwill, a South Carolina nonprofit corporation, pursuant to a reorganization to be completed subsequent to the issuance of the Bonds; and

5. Goodwill is projecting that the assistance of the Issuer by the issuance of the Bond will result in maintaining employment for approximately 225 employees (as well as a substantial number of indirect job positions through Goodwill's job training and placement services by the placement of a multitude of Goodwill trainees and jobs placement candidates), in Charleston County, Dorchester County, Florence County, Horry County and Orangeburg County and surrounding areas and that the portion of the Projects located in Florence County will stimulate the economy of Florence County and surrounding areas by increased payrolls, capital investment and tax revenues; and

6. The County Council of Florence County and the Issuer have on this date jointly held a public hearing, duly noticed by publication on September 25, 2015, in *The Morning News*, a newspaper having general circulation in Florence County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

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

SECTION 1. It is hereby found, determined and declared that (a) the Florence County Project will subserve the purposes of the Act, (b) the Florence County Project is anticipated to benefit the general public welfare of Florence County by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Florence County Project will give rise to no pecuniary liability of Florence County or a charge against its general credit or taxing power, (d) the amount of bonds required for the purposes described herein is not exceeding $20,000,000, and as a part thereof the amount of bonds required to finance or refinance the

draft

Florence County Project is approximately $2,178,419; and (e) the documents to be delivered by Goodwill and the Issuer with respect to the Bond will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bond, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bond and the maintenance of the Florence County Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that Goodwill shall maintain the Florence County Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council of Florence County supports the Issuer in its determination to issue the Bond a portion of the proceeds of which will be used to defray the costs related to the refinancing of the Florence County Project consisting of approximately 2 acres of land at 1551 Second Loop Rd., Florence, Florence County, SC 29505 and an approximately 15,000 square foot facility located thereon.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

ATTEST:

SIGNED:

draft

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned Clerk of the County Council of Florence County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on October 15, 2015, at which meeting a quorum was at all times present.

WITNESS MY HAND this _____ day of October, 2015.

_____
Clerk to County Council of
Florence County, South Carolina

draft

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Resolution No. 06-2015/16

DEPARTMENT: Administration/Public Works

ISSUE UNDER CONSIDERATION:
(A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Lynda's Lane Located In The Johnsonville Area.)

POINTS TO CONSIDER:
Pursuant to Ordinance No. 24-2012/13, Florence County Public Works, Planning, EMS and Emergency Management have reviewed the request to end maintenance and abandon Lynda's Lane and concur with the request.

OPTIONS:
1. ***(Recommended)*** Approve Resolution No. 06-2015/16 as presented.
2. Provide an alternate directive.

ATTACHMENTS:
1. A copy of proposed Resolution No. 06-2015/16.
2. Memo from Public Works Director Carlie Gregg approving the request for abandonment and closure of Lynda's Lane and all attachments.
3. Plat depicting subject road.

Sponsor(s)/Department	: Administration/Public Works
Public hearing	: October 15, 2015
Adopted	: October 15, 2015
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

RESOLUTION NO. 06-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Lynda's Lane Located In The Johnsonville Area.)

WHEREAS:

1. Lynda's Lane is located in the Johnsonville area of the County; and

2. Lynda's Lane is maintained by the Public Works Department of Florence County through a prescriptive right of way; and

3. Council is requested to abandon and cease maintenance on Lynda's Lane.

draft

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

Lynda's Lane is hereby abandoned, closed by Florence County and its use as a prescriptive right of way and all maintenance thereof by Florence County is hereby discontinued. Florence County declares Lynda's Lane closed as a public way.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY
Public Works Department

Arthur C. Gregg, Jr.
Public Works Director

MEMO

TO: K. G. Rusty Smith, Jr., Florence County Administrator

FROM: Arthur C. Gregg, Jr., Public Works Director

DATE: September 15, 2015

SUBJECT: Application for Abandonment and Closure of Lynda's Lane

In consideration of there being no objection by any property owners on Lynda's Lane, per signature sheet, it is my recommendation for the County to move forward with the request.

ACG,Jr./ig

6746 Friendfield Road • Post Office Box 38 • Effingham, South Carolina 29541
Phone: (843) 665-3022 • Fax: (843) 676-8625

ABANDONMENT AND CLOSURE OF PUBLIC ROADS AND RIGHT OF WAYS

REVIEW OF FOLLOWING FLORENCE COUNTY MAINTAINED ROAD

Lynda's Lane

1. Whether the road in question is or ever has been a County road

   Yes

2. Whether the road is still in general public use

   Yes

3. Whether the County has any documentation relating to the status of the road, such as a dedication of right-of-way, easement or deed

   No

4. Whether the road is subject to a prescriptive easement

   Yes

5. Whether there is any other information that would assist County Council in determining whether the best interests of the County shall be served by consenting to the closure of the road or by not so consenting.

   Included in report

FLORENCE COUNTY
ROAD ABANDONMENT APPLICATION

APPLICANT:

NAME Carolina Sand Inc

ADDRESS P.O. Box 850, Johnsonville, SC 29555

PHONE: (HOME) 843-455-3555 (WORK) 843-386-2021

APPLICANT'S SIGNATURE X John E Taylor III

PROPOSED ROAD ABANDONMENT:

ROAD NAME Lynda's Lane 400 . 00421-05-002

COUNCIL DISTRICT CC II ROAD NUMBER 400

BRIEFLY DESCRIBE PORTION OF ROADWAY TO BE ABANDONED

Close Entire Rd. Currently Only Serves as individuals or other Entities

REASON FOR ABANDONMENT:

Request Road to be closed. Applicant owns property on both sides of Road and wishes to restrict access to the public.

(This application must be accompanied by a $250 non-refundable processing fee - check or money order)

For Office Use Only (To be completed by Public Works Department)

Date Received: _____ Fee Paid: _____

Received By: _____

Date review completed: _____ Reviewed by: _____

Date Sent to Administration: _____

THERE MUST BE 100% PARTICIPATION OF ALL ADJACENT PROPERTY OWNERS AND ALL PROPERTY OWNERS MUST SIGN THE APPLICATION. YOUR PARTICIPATION RELEASES AND INDEMNIFIES THE COUNTY FROM ANY DUTY TO MAINTAIN THE ROAD.

NAME (print and sign) Carolina Land Inc.
ADDRESS 541 Marks Gate Rd Johnsonville, SC
PHONE (HOME) 843-455-3555 (WORK) 843-326-2021

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

NAME (print and sign)_____
ADDRESS_____
PHONE (HOME) _____ (WORK) _____

Ina Gause

From: Dusty Owens
Sent: Tuesday, September 15, 2015 1:13 PM
To: Ina Gause
Cc: Ryon Watkins; Jonathan B. Graham
Subject: RE: Lynda's Lane

Between 2010 and 2012 we had one 911 call on that road and it was a farm vehicle fire. No problems from our end in closing the road.

dusty

From: Ina Gause
Sent: Tuesday, September 15, 2015 11:08 AM
To: Dusty Owens
Cc: Ryon Watkins; Jonathan B. Graham
Subject: Lynda's Lane

In following the policy and procedure of the Abandonment and Closure of Public Road and Right of Ways, I am requesting that your department review the following request for road closure of Lynda's Lane.

Attached is a copy of the map and request.

Carlie

Carlie Gregg

From: Ryon Watkins
Sent: Tuesday, September 15, 2015 3:41 PM
To: Jonathan B. Graham
Cc: Carlie Gregg; Dusty Owens
Subject: Re: Lynda's Lane

I have evaluated Lynda's Lane. From the EMS perspective, I have no objection to closing the road.

Thanks,

Ryon

Ryon A. Watkins, Director
Florence County EMS
843.665.3038

On Sep 15, 2015, at 2:58 PM, Jonathan B. Graham <JGraham@florenceco.org> wrote:

> Staff has reviewed and does not have any issue with the request to close Lynda's Lane.
>
> Jonathan B. Graham, III, AIA
> Florence County
> Planning Director
>
> *FOIA NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.*
>
> **From:** Charlotte Joye
> **Sent:** Tuesday, September 15, 2015 2:38 PM
> **To:** Jonathan B. Graham
> **Subject:** RE: Lynda's Lane
>
> Good Afternoon Jay,
>
> I have reviewed the E-911 Addressing files for Lynda Ln., and no addresses or parcel of land appear to be affected by this.
>
> Thanks
>
> Charlotte Joye
> Florence County
> E-911 Addressing Coordinator II
> (843)-292-7423
>
> **From:** Jonathan B. Graham
> **Sent:** Tuesday, September 15, 2015 11:54 AM

. Charlotte Joye
Subject: FW: Lynda's Lane

Please review and comment per the email from Public Works below. Call me with questions. I know this may be the first time you have dealt with this process so I will be happy to explain how it works. We need a quick turn around.

Thanks,

Jonathan B. Graham, III, AIA
Florence County
Planning Director

FOIA NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: Ina Gause
Sent: Tuesday, September 15, 2015 11:08 AM
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Cc: Ryon Watkins; Jonathan B. Graham
Subject: Lynda's Lane

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Attached is a copy of the map and request.

Carlie

Carlie Gregg

From: Jonathan B. Graham
Sent: Tuesday, September 15, 2015 2:58 PM
To: Carlie Gregg; Dusty Owens; Ryon Watkins
Subject: FW: Lynda's Lane

Staff has reviewed and does not have any issue with the request to close Lynda's Lane.

Jonathan B. Graham, III, AIA
Florence County
Planning Director

FOIA NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: Charlotte Joye
Sent: Tuesday, September 15, 2015 2:38 PM
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Subject: RE: Lynda's Lane

Good Afternoon Jay,

I have reviewed the E-911 Addressing files for Lynda Ln., and no addresses or parcel of land appear to be affected by this.

Thanks

Charlotte Joye
Florence County
E-911 Addressing Coordinator II
(843)-292-7423

From: Jonathan B. Graham
Sent: Tuesday, September 15, 2015 11:54 AM
To: Charlotte Joye
Subject: FW: Lynda's Lane

Please review and comment per the email from Public Works below. Call me with questions. I know this may be the first time you have dealt with this process so I will be happy to explain how it works. We need a quick turn around.

Thanks,

Jonathan B. Graham, III, AIA
Florence County
Planning Director

FOIA NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: Ina Gause
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To: Dusty Owens
Cc: Ryon Watkins; Jonathan B. Graham
Subject: Lynda's Lane

In following the policy and procedure of the Abandonment and Closure of Public Road and Right of Ways, I am requesting that your department review the following request for road closure of Lynda's Lane.

Attached is a copy of the map and request.

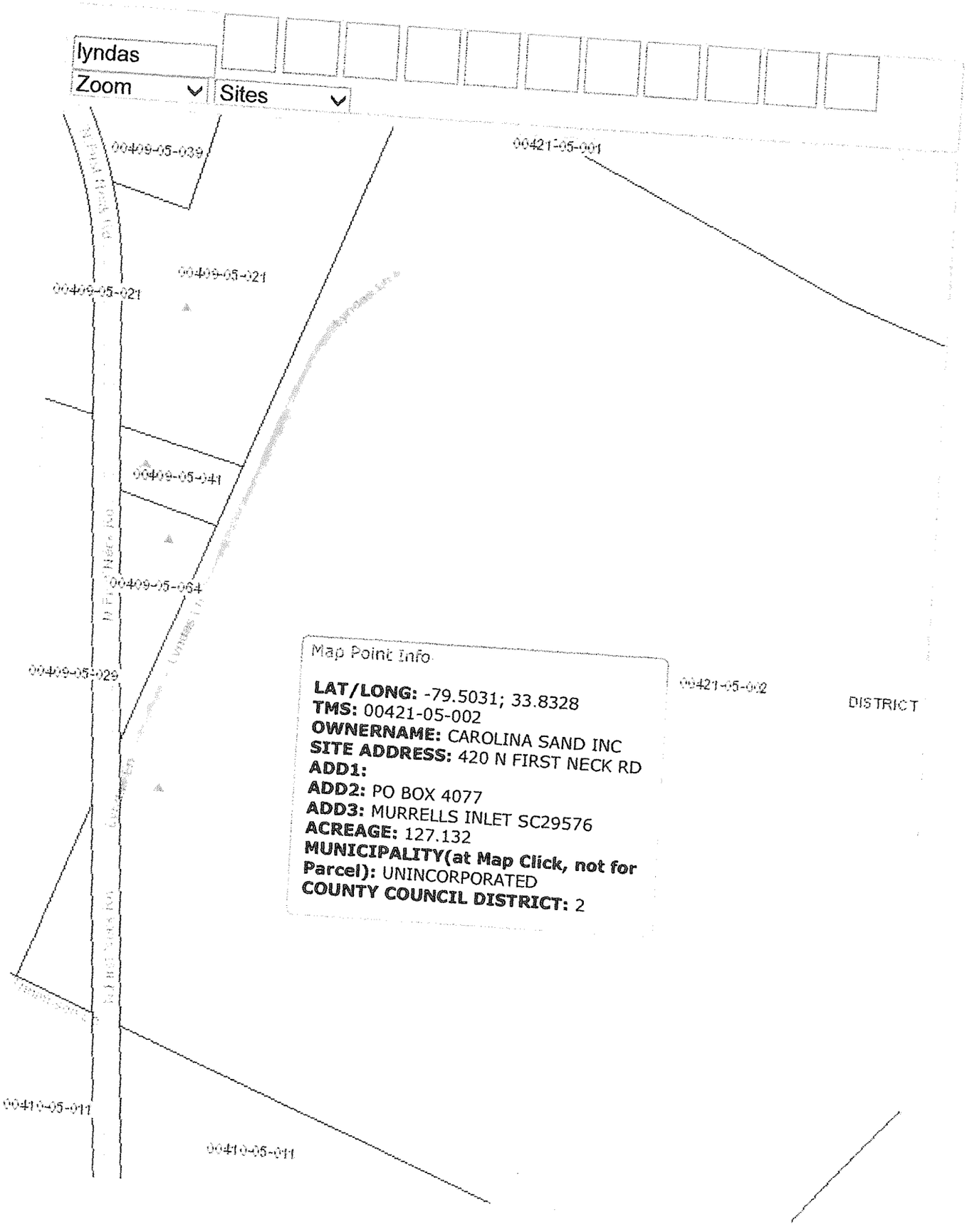
Carlie

Carlie Gregg

To: KG R Smith
Subject: Lynda's Lane Road Closure

Public Works will post sign on 9/28/15 for the October 15, 2015 Council Meeting.

Carlie


lyndas
Zoom
Sites
00409-05-039
00421-05-001
00409-05-021
00409-05-021
00409-05-041
00409-05-064
00409-05-029
00421-05-002
DISTRICT
00410-05-011
00410-05-011
Map Point Info
LAT/LONG: -79.5031; 33.8328
TMS: 00421-05-002
OWNERNAME: CAROLINA SAND INC
SITE ADDRESS: 420 N FIRST NECK RD
ADD1:
ADD2: PO BOX 4077
ADD3: MURRELLS INLET SC29576
ACREAGE: 127.132
MUNICIPALITY(at Map Click, not for Parcel): UNINCORPORATED
COUNTY COUNCIL DISTRICT: 2

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Third Reading of Ordinance No. 10-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:
(An Ordinance Establishing The Developing Communities Commission, Providing For Appointment Of The Members Of The Commission, Setting Forth The Duties Of The Commission, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. There is a desire to increase the economic development marketing efforts in the developing areas of Florence County.
2. Included in the FY2015/16 budget is a Project Manager position to assist with these marketing efforts. This position reports to the County Administrator.
3. This ordinance establishes the Developing Communities Commission to provide advice to this Project Manager and the County Administrator.
4. The Commission shall consist of nine (9) members appointed by the Florence County Council, upon recommendation of the participating municipalities. One member shall be from Coward, one from Johnsonville, two from Lake City, one from Olanta, one from Pamplico, one from Quinby, one from Scranton, and one from Timmonsville.
5. At its meeting of September 1, 2015, the Committee on Agriculture, Forestry, Military Affairs & Intergovernmental Relations approved revisions to the Ordinance which were approved by County Council at its regular meeting of September 17, 2015 and incorporated hereto.

FUNDING FACTORS:

1. The members of the Commission shall receive no compensation for their service.

OPTIONS:

1. ***(Recommended)*** Approve Third Reading of Ordinance No. 10-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:
Copy of Ordinance No. 10-2015/16

Sponsor(s)	: County Council	
Introduction	: August 20, 2015	I,_____,
Committee Referral	: August 20, 2015	Council Clerk, certify that the
Committee Consideration Date	: September 1, 2015	ad for a Public Hearing on this
Committee Recommendation	: Approve w/ Revisions	Ordinance ran on: _____.
Public Hearing	: September 17, 2015	
Second Reading	: September 17, 2015	
Third Reading	: October 15, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 10-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance Establishing The Developing Communities Commission, Providing For Appointment Of The Members Of The Commission, Setting Forth The Duties Of The Commission, And Other Matters Relating Thereto.]

WHEREAS:

1. There is a desire to increase the economic development marketing efforts in the developing areas of Florence County; and
2. Included in the FY2015/16 budget is a Project Manager position to assist with these marketing efforts.

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

SECTION 1. Creation of Commission

a. There is hereby created a Developing Communities Commission.

b. The Commission shall consist of nine (9) members appointed by the Florence County Council. Two members shall be from Lake City, one each from Coward, Johnsonville, Olanta, Quinby, Pamplico, Scranton and Timmonsville. The terms of office for members are four (4) years. All terms end on June 30. Members serve until their successors are appointed. Any vacancy must be filled for the unexpired term in the same manner as the original appointment.

c. In making the initial appointments to the Commission, the Council shall stagger the initial terms of the members by providing for the terms of three (3) members to expire after three (3) years, the terms of three (3) members to expire after two (2) years, and the terms of three (3) members to expire after one (1) year.

d. The Chair and Vice-Chair shall be elected by the Commission for one (1) year terms. The Commission may organize, elect such other officers, and adopt such rules of procedure as it considers necessary.

e. The Commission shall meet at the call of the Chair and at such time as the Commission may determine but no less than once a quarter in a calendar year.

SECTION 2. Mission of Commission - The mission of the Commission is to advise and assist with economic development in Florence County by:

a. Facilitating the recruitment of new businesses,

b. Expanding existing businesses,

c. Working with adjoining jurisdictions to strengthen opportunities for the region,

d. Seeking grants to help with development,

e. Building collaborative efforts between private and public entities, and

f. Finding new ways to market the involved communities beyond Florence County.

SECTION 3. Assistance by County

a. The County shall provide funds to hire a Project Manager to implement the mission of the Commission.

b. The Project Manager will report directly to the County Administrator with harmonious consultation with Florence County Economic Development Partnership, NESA, and the South Carolina Department of Commerce. The Commission will assist the Project Manager in the performance of his/her duties by providing input and advice for the improvement of economic development in Florence County.

SECTION 4. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

SECTION 5. 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:

Connie Y. Haselden
Clerk to Council

SIGNED:

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
October 15, 2015

AGENDA ITEM: Third Reading of Ordinance No. 11-2015/16

DEPARTMENT: Economic Development Partnership

ISSUE UNDER CONSIDERATION:
(An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina, And ~~A Company Known To The County As Project Beacon XI~~ Olanta Solar, LLC, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; And Other Related Matters.)

OPTIONS:
1. *(Recommended)* Approve Third Reading of Ordinance No. 11-2015/16
2. Provide An Alternate Directive

ATTACHMENT:
1. Copy of proposed Ordinance No. 11-2015/16

Sponsor(s)	: Economic Development	
Introduction	: August 20, 2015	I, _____,
Committee Referral	: N/A	Council Clerk, certify that the
Committee Consideration Date	: N/A	ad for a Public Hearing on this
Committee Recommendation	: N/A	Ordinance ran on: _____.
Public Hearing	: September 17, 2015	
Second Reading	: September 17, 2015	
Third Reading	: October 15, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 11-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND OLANTA SOLAR, LLC, AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS:

draft

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended; and

2. Olanta Solar, LLC, a South Carolina limited liability company, authorized to transact business in South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, "Company") and any Sponsor Affiliates (as defined under the Act and the Fee Agreement (defined below)) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately $15,500,000 in new investment in real and personal property in the County ("Investment"); and

3. By its Resolution adopted on August 20, 2015, the County identified the Project, as required by the Act; and

4. The Project will comprise one or more parcels of real property or a portion thereof consisting of approximately 100 acres, more or less, within such tax map parcels bearing Tax Map Numbers 00044-03-012 and 00044-03-011, with improvements thereon, a description of which is set forth on the attached **Exhibit A** ("Project Property"); and

5. In connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate to make the Investment; and (ii) the County to provide certain incentives; and

6. The County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as **Exhibit B** ("Fee Agreement"), but with the principal terms as follows: 30-year, 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2015, which the parties hereto believe to be 321.6 mills for the entire term of the FILOT arrangement; (ii) to provide an annual credit against those FILOT payments made by the Company and any of the Sponsor Affiliates to the County for the Project equal to forty percent (40%) of such FILOT payments due for 20 years (each a "Special Source Revenue Credit"), subject to the terms and conditions set forth in the Fee Agreement; and (iii) any other incentives further set forth in the Fee Agreement attached to this Ordinance (collectively, the "Incentives"); and

draft

7. Cale Yarborough Family Ltd. Partnership ("Sponsor Affiliate") (a) intends to participate in the investment under the Fee Agreement; and (b) wishes to be approved by the County as Sponsor Affiliates, pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement; and

8. The parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

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

Section 1. ***Findings.*** The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County.

Section 2. ***Authorization to Execute and Deliver Fee Agreement.*** The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council be and it is hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. ***Addition of Sponsor Affiliate(s).*** The County approves the Sponsor Affiliate's participation in the Fee Agreement as Sponsor Affiliates as contemplated under the Act and the Fee Agreement.

Section 4. ***No Recapitulation Required.*** Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

draft

Section 5. ***Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 6. ***General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. ***Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

(Signature Page Follows)

(SEAL)

ATTEST:

Connie Y. Haselden
Clerk to Council

SIGNED:

Roger M. Poston, Chairman
Florence County Council

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

draft

EXHIBIT A

Project Property Legal Description

A leased parcel of 100 acres, as described and depicted in Plat Cabinet n/a, page n/a, with easements for access and utilities, located in Town of Olanta, County of Florence, State of South Carolina, as a portion of parcel more commonly known as parcel # MBP: 00044-03-012 & 00044-03-011 and more specifically described in deed book B442-page 1488 in the Florence County Register of Deeds/Register of Mesne Conveyances Office for Florence County, State of South Carolina.

draft

EXHIBIT B

Fee Agreement

[Attached]

draft

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BY AND AMONG

OLANTA SOLAR, LLC

AND

FLORENCE COUNTY, SOUTH CAROLINA

draft

OCTOBER 15, 2015

PREPARED BY:

PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
(803) 255-8000

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EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

draft

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of October 15, 2015, by and between Florence County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Florence County Council ("County Council") as the governing body of the County and Olanta Solar, LLC, a South Carolina limited liability company, along with affiliated or related entities, and assigns, as Sponsor (collectively, "Company") and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and any Sponsor Affiliate are referred to individually as a "Party" and, collectively, as "Parties").

WITNESSETH:

(a) The County acting by and through its County Council is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

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(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined under the Act) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately $15,500,000 in new investment in real and personal property in the County ("Investment"); and

(d) Pursuant to a Resolution adopted August 20, 2015, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 11-2015/16 adopted October 15, 2015 ("Fee Ordinance"), authorized (i) the execution and delivery of this Fee Agreement with the Company and approved certain Joinder Agreements with certain Sponsor Affiliates participating in the Investment set forth in this Fee Agreement; and (ii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement; and

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general

credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
DEFINITIONS

Section 1.1 ***Terms.*** The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Chair" means the Chair of the County Council.

"Clerk of County Council" means the Clerk to the County Council.

"Code" means the South Carolina Code of Laws, 1976, as amended.

"Commencement Date" means the earlier of: (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service; or (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

"County" means Florence County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Florence County Council as the governing body of the County.

"County Council" means the Florence County Council, the governing body of the County.

"Department" means the South Carolina Department of Revenue.

"Diminution of Value" in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

"Economic Development Property" means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

"Equipment" means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property together with any and all additions, accessions, replacements and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Real Property by or for the Company, or, as applicable, any Sponsor Affiliate,

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including without limitation, machinery, fixtures, trade fixtures, racking, inverters, cables, solar panels, and other personal property are personal property for purposes of applicable South Carolina law.

"Event of Default" means any Event of Default specified in Section 3.13 of this Fee Agreement.

"Fee Term" or "Term" means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT" means fee in lieu of *ad valorem* tax(es).

"FILOT Payment(s)" means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

"Improvements" mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

"Investment" shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company and any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and any Sponsor Affiliate, without regard to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company and any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and any Sponsor Affiliate prior to the end of the Investment Period.

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"Investment Period" means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. The Investment Period is expected to end December 31, 2021. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period.

"Minimum Investment" shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

"Phase" or "Phases" in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period, as extended.

"Phase Termination Date" means with respect to each Phase of the Project the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the twenty-ninth full calendar year, after the end of the Investment Period.

"Project" is further defined herein to mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

"Real Property" means the real property upon which any part of the Project is to be constructed and expanded, as described in **Exhibit A** attached hereto and as supplemented from time to time, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

"Replacement Property" means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Sponsor Affiliate" means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company in respect of the Project, whose Investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(A) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 ***Representations of the County.*** The County hereby represents and warrants to the Company and any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a "project" within the meaning of the Act.

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

Section 2.2 ***Representations of the Company.*** The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

(e) The Company will exercise its reasonable, best faith efforts to utilize local engineering and construction service providers.

Section 2.3 ***Representations of the Sponsor Affiliate.*** The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Sponsor Affiliate's execution and delivery of this Fee Agreement, or as applicable, the execution and delivery of a Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County

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ARTICLE III
FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

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Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.

Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 321.6 mills, which is believed to be that rate in effect on June 30, 2015 for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of thirty (30) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

Step 4: With respect to the initial twenty (20) annual FILOT Payments paid to the County, the County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined and subject to the terms and conditions described under Section 3.2 of this Fee Agreement.

(c) In the event that the Act and/or the above-described FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payments in lieu of *ad valorem* taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 ***Special Source Revenue Credit.***

(a) As an inducement for the Investment and in accordance with Section 12-44-70 of the Act, the County grants to the Company and any Sponsor Affiliate a Special Source Revenue Credit ("SSRC") equal to forty percent (40%) of the value of the annual FILOT Payment due for property tax years one (1) through twenty (20) (the "Credit Period") beginning with the first property tax year in which the Investment (without regard to depreciation) has been reached and maintained (as determined on the lien date which is anticipated to be the last day of the year preceding such property tax year) in connection with the Project. For example, and by way of example only, if the Company's tax year closes on December 31, then in order to receive the SSRC for the FILOT Payment that becomes due for property tax year 2017, the Company must have reached and maintained the Investment (without regard to depreciation) in connection with the Project as of December 31, 2016. The County shall be entitled to rely upon the capital investments reflected in the Company's most recent annual property tax returns, copies of which are to be filed with the County Auditor and County Finance Director in accordance with Section 3.20 hereof, for purposes of making a determination of whether the SSRC applies for each year during the Credit Period.

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With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company and any Sponsor Affiliate shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Code, including under the Act and the Infrastructure Credit Act.

If the Company ceases operations in the County, the SSRC shall not apply for the year in which the Company ceases operations (notwithstanding the Company's capital investment as of the last day of the immediately preceding tax year), and the SSRCs shall be terminated prospectively as well.

Section 3.3 ***FILOT Payments on Replacement Property.*** If the Company and, as applicable, any Sponsor Affiliate elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1

hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.4 ***Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.*** In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.5 ***Place and Allocation of FILOT Payments.*** The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

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Section 3.6 ***Removal of Equipment.*** Subject always to Section 3.3, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases ("Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

Section 3.7 ***Damage or Destruction of Project.***

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elect not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.8 ***Condemnation.***

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.22 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9 ***Maintenance of Existence.*** The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

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Section 3.10 ***Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary "state-of-the-art" information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company's operations and, as applicable, any Sponsor Affiliate' operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the

County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.11 ***Addition of Sponsor Affiliates.*** Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this Fee Agreement subject to any changes approved by the County Council Chairman that are not materially adverse to the County.

Section 3.12 ***Assignment and Subletting***. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act and with the consent of the County, which may be provided by Resolution. Such consent shall not be unreasonably withheld.

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Section 3.13 ***Events of Default.*** The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under the Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County; or

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration; or

(d) A cessation of operations at the Project by the Company.

Section 3.14 ***Remedies on Default.*** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate(s), of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

Section 3.15 ***Collection of FILOT Payments.*** In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.16 ***Remedies Not Exclusive.*** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

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Section 3.17 ***Leased Equipment.*** To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

Section 3.18 ***Waiver of Recapitulation Requirements.*** As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.19 ***Fiscal Year; Property Tax Year.*** If the Company's and, as applicable, any Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliate's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.20 ***Reports; Filings.***

(a) Each year during the term of this Fee Agreement, the Company shall deliver to the Florence County Auditor and Finance Director a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, to be filed with the Florence County Auditor, the Florence County Assessor, the Florence County Finance Director, and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.21 ***Payment of Administrative Expenses.*** The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto in an amount not to exceed $5,000.

Section 3.22 ***Termination.*** Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to ad valorem tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

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ARTICLE IV
MISCELLANEOUS

Section 4.1 ***Notices.*** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Florence County, South Carolina
ATTN: K.G. "Rusty" Smith Jr.
County Administrator
180 North Irby Street, MSC-G
Florence, South Carolina 29501
Telephone: (843) 665-3035
Facsimile: (843) 665-3070
Email: kgrsmith@florenceco.org

WITH A COPY TO: (shall not constitute notice)	Florence County, South Carolina ATTN: D. Malloy McEachin, Jr. County Attorney 2117-C W Palmetto Street Florence, South Carolina 29501 Telephone: (843) 665-0135 Facsimile: (843) 665-0716 Email: malloy@mceachinlawfirm.com
AS TO THE COMPANY:	Elizabeth Ferrell Sr. Corporate Counsel Cypress Creek Renewables, LLC 3250 Ocean Park Blvd., Ste. 355 Santa Monica, California 90405
WITH A COPY TO: (shall not constitute notice)	Parker Poe Adams & Bernstein LLP ATTN: Sam C. Moses, Esquire 1201 Main Street, Suite 1450 Columbia, South Carolina 29202 Telephone: (803) 255-8000 Facsimile: (803) 255-8017 Email: sammoses@parkerpoe.com

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Section 4.2 ***Binding Effect.*** This Fee Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 ***Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.4 ***Governing Law.*** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5 ***Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6 ***Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 ***Further Assurance.*** From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 ***Severability.*** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 ***Limited Obligation.*** NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 ***Force Majeure.*** The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

[*signatures on following pages*]

draft

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

_____

Roger M. Poston, Chairman
Florence County Council

_____

K.G. "Rusty" Smith, Jr.
County Administrator

(SEAL)

ATTEST:

_____

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

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IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OLANTA SOLAR, LLC

BY_____

ITS_____

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EXHIBIT A

DESCRIPTION OF PROPERTY

A leased parcel of 100 acres, as described and depicted in Plat Cabinet n/a, page n/a, with easements for access and utilities, located in Town of Olanta, County of Florence, State of South Carolina, as a portion of parcel more commonly known as parcel # MBP: 00044-03-012 & 00044-03-011 and more specifically described in deed book B442-page 1488 in the Florence County Register of Deeds/Register of Mesne Conveyances Office for Florence County, State of South Carolina.

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EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective October 15, 2015 ("Fee Agreement"), between Florence County, South Carolina ("County") and Olanta Solar, LLC ("Company").

1. **Joinder to Fee Agreement.**

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: _____; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. **Capitalized Terms**.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. **Governing Law**.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.**

Notices under Section 4.1 of the Fee Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

_____ _____

Date Name of Entity

By: _____

Name: _____

Its: _____

Address: _____

_____

[*signature page follows*]

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IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____
Date: _____
Address: _____
_____

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FLORENCE COUNTY COUNCIL MEETING
Thursday, October 15, 2015

AGENDA ITEM: Ordinance No. 38-2014/15
Second Reading Deferral

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, 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)* Defer Second Reading of Ordinance No. 38-2014/15.
2. Provide An Alternate Direction.

ATTACHMENTS:
1. Ordinance No. 38-2014/15 (title only)
2. Location Map

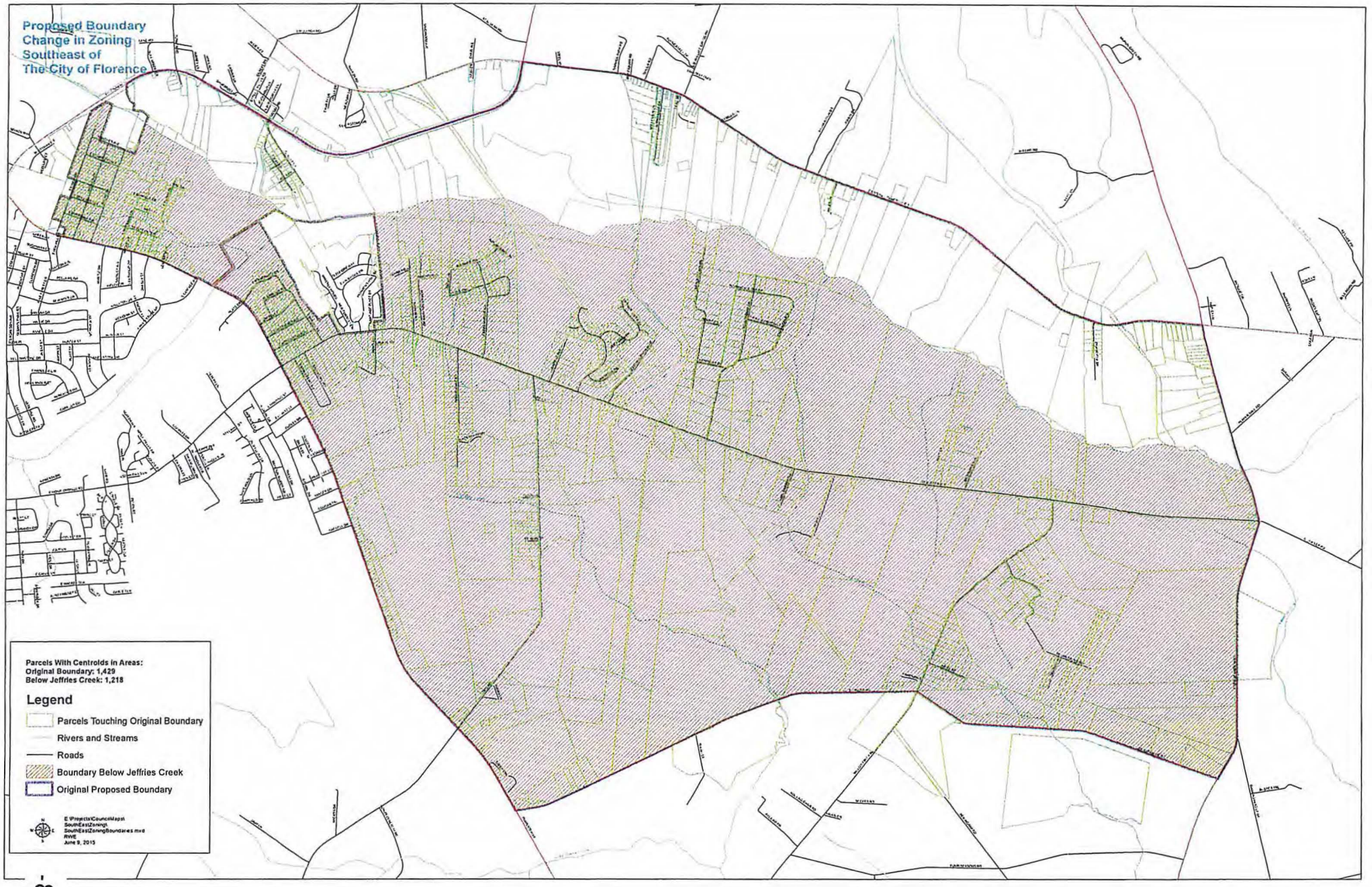
Sponsor(s)	:	Planning Commission	I, _____.
Planning Commission Consideration	:		Council Clerk, certify that
Planning Commission Public Hearing	:		this Ordinance was
Planning Commission Action	:		advertised for Public Hearing
First Reading/Introduction	:	June 18, 2015	on _____.
Committee Referral	:	N/A	
County Council Public Hearing	:		
Second Reading	:		
Third Reading	:		
Effective Date	:	Immediately	

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.]

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Proposed Boundary
Change in Zoning
Southeast of
The City of Florence
Parcels With Centroids in Areas:
Original Boundary: 1,429
Below Jeffries Creek: 1,218
Legend
Parcels Touching Original Boundary
Rivers and Streams
Roads
Boundary Below Jeffries Creek
Original Proposed Boundary
E:\Projects\CouncilMaps\
SouthEastZoning\
SouthEastZoningBoundaries.mxd
RWE
June 9, 2015

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Second Reading of Ordinance No. 07-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. In 2011, Florence County issued $3,900,000 in hospitality tax revenue bonds. These bonds bear interest at 4% and mature in fifteen years. The annual payment is approximately $350,000.
2. With this debt, the annual payment on the Wright art collection, and the annual rent for the Waters Building, the local hospitality tax fund annual budget is currently not sustainable.
3. This bond is being refunded in order to reduce the interest rate and to extend the term in order to reduce the annual payment, making this fund more sustainable.

FUNDING FACTORS:

1. The annual payments on this new refunding bond will be funded by the 2% local hospitality tax.

OPTIONS:

1. ***(Recommended)*** Approve Second Reading of Ordinance No. 07-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 07-2015/16

Sponsor(s)	: Finance	
First Reading	: August 20, 2015	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Public Hearing	: October 15, 2015	
Second Reading	: October 15, 2015	
Third Reading	: November 19, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 07-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Providing For The Issuance And Sale Of Not Exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) Hospitality Fee Refunding Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.)

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BE IT ORDAINED by the Florence County Council (the ***"Council"***), the governing body of Florence County, South Carolina (the ***"County"***):

Section 1. Findings of Fact.

As an incident to the enactment of this ordinance, and the issuance of the Bond provided for herein, the Council finds that the facts set forth in this Section 1 exist and the following statements are in all respects true and correct:

(a) On October 20, 2011, the Council adopted a General Bond Ordinance (the ***"General Bond Ordinance"***) providing for the issuance of Hospitality Fee Revenue Bonds.

(b) On December 22, 2011, the County issued its Hospitality Fee Revenue Bond, Series 2015 (the "Series 2015 Bond") for the purposes of (i) defraying a portion of the cost of acquiring, constructing, furnishing and equipping the new Florence County Museum, and (ii) paying Costs of Issuance related thereto.

(c) After careful study of current conditions in the financial markets, Council has determined that a substantial debt service savings can be achieved and the availability of Hospitality Fees accruing to the County can be maximized by a refunding of the Series 2015 Bond.

(d) Council has therefore determined to enact this ordinance as a Series Ordinance as provided in Article III of the General Bond Ordinance for the purpose of authorizing the issuance and sale of the Series 2015 Bond (as hereinafter defined) and providing for the redemption of the Series 2011 Bond.

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Section 2. Definitions. The terms defined above and in this Section 2 and all words and terms defined in the General Bond Ordinance (the General Bond Ordinance, as from time to time amended or supplemented by Supplemental Ordinances, being defined as the ***"Ordinance"***) (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Supplemental Ordinance have the respective meanings given to them in the Ordinance and in this Section 2.

"2011 Project" shall mean the acquisition, construction, furnishing and equipping of the new Florence County Museum.

"2011 Series Ordinance" shall mean Ordinance 06-2011/12, by which the issuance of the Series 2011 Bond was authorized.

"2015 Debt Service Reserve Fund Account" shall mean an account that may be created with respect to the Series 2015 Bond pursuant to Section 6.04 of the General Bond Ordinance and Section 5(b) of this 2015 Series Ordinance.

"2015 Debt Service Reserve Requirement" shall mean, in the event the 2015 Debt Service Reserve Fund Account is established with respect to the Series 2015 Bond and as of any date of calculation, the least of (a) the sum of the greatest remaining annual principal and interest requirement for the then-current and each future Fiscal Year with respect to the Series 2015 Bond or (b) the sum of ten percent (10%) of the proceeds (excluding accrued interest) from the sale of the Series 2015 Bond at the time of issuance of such Series or (c) the sum of one hundred twenty-five percent (125%) of the average annual principal and interest requirement for the then-current and each future Fiscal Year with respect to the amount of the Series 2015

Bond Outstanding or (d) the maximum amount permitted by the Code to be funded with proceeds of the Series 2015 Bond and to be invested without restriction as to yield.

"2015 Series Ordinance" shall mean this ordinance, by which the issuance of the Series 2015 Bond is authorized.

"Bond Payment Date or Dates" shall mean, with respect to the Series 2015 Bond, each anniversary of the delivery of the Series 2015 Bond until the principal of the Series 2015 Bond has been paid in full; provided, however, that an alternative Bond Payment Date or Dates may be established by the Chairman of Council pursuant to Section 3(a) hereof.

"Purchaser" shall mean the financial institution purchasing the Series 2015 Bond as a result of the sale thereof pursuant to Section 4(a) of this 2015 Series Ordinance, its successors or assigns.

"Series 2015 Bond" shall mean the County's Hospitality Fee Refunding Revenue Bond, Series 2015, in the aggregate principal amount of not exceeding $3,500,000 authorized to be issued hereunder.

Section 3. Authorization of Series 2015 Bond, Maturities, and Interest Rate.

(a) There is hereby authorized to be issued a bond designated "Hospitality Fee Revenue Bond, Series 2015" (the ***"Series 2015 Bond"***) in the total principal amount of not exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) for the purpose of (1) defraying the cost of refunding the Series 2015 Bond, and (2) paying the Costs of Issuance of the Series 2015 Bond. The Chairman of Council is hereby authorized to establish the principal amount of the Series 2015 Bond, not to exceed $3,500,000, as well as the maturity schedule, not to exceed twenty (20) years, and payment dates with respect thereto, and to establish the Series 2015 Debt Service Reserve Fund Account if required by the Purchaser.

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(b) The Series 2015 Bond shall be issued as a single fully registered Bond in the denomination of $3,500,000 or such lesser amount as determined by the County Administrator to be sufficient to accomplish the purposes thereof as set forth in Section 3(a) of this 2015 Series Ordinance. The Series 2015 Bond shall bear interest at such rate as shall be established upon the sale thereof pursuant to Section 4(a) of this Ordinance. The Series 2015 Bond shall be dated as of its date of delivery, shall be payable as to principal and/or interest on each Bond Payment Date, as shall be determined by the Chairman of Council pursuant to Section 3(a) hereof.

(c) Principal of and interest on the Series 2015 Bond (calculated on the basis of a 360-day year of twelve 30-day months) shall be payable to the Holder thereof as of the immediately preceding Record Date by check or draft mailed to the Holder at his address as it appears on the Books of Registry maintained by the County. Presentment of the Series 2015 Bond is hereby waived.

(d) The Series 2015 Bond shall be in substantially the form attached hereto as ***Exhibit A***, with any necessary or appropriate variations, omissions, and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance, and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this 2015 Series Ordinance.

Section 4. Sale and Optional Redemption of Series 2015 Bond.

(a) The County Administrator is hereby authorized to solicit bids for the purchase of the Series 2015 Bond at a price not less than par from at least three (3) financial institutions, and to award the Bond to the financial institution offering to purchase it at the lowest net interest cost. Net interest cost shall consist of the total interest to be paid on the Bond from the date of its delivery until its final maturity, less any cash premium offered therefor.

(b) The Series 2015 Bond may, at the determination of the County Administrator prior to the delivery of the Series 2015 Bond, be subject to redemption prior to maturity at the option of the County at any time at the redemption price not to exceed 102% of the principal amount to be redeemed, together, in each case, with the interest accrued on the principal amount to the date fixed for redemption, or upon such other terms as shall be determined by the County Administrator after consultation with the County Finance Director and the County's financial advisor.

Section 5. Debt Service Reserve Fund.

As provided for in Section 6.04 of the General Bond Ordinance, the 2015 Debt Service Reserve Fund Account may be established and maintained with respect to the Series 2015 Bond if required by the Purchaser. The Series 2015 Debt Service Reserve Fund Account shall be in an amount equal to the Series 2011 Debt Service Reserve Requirement and may be funded in whole or in part from the proceeds of the Series 2015 Bond or upon such other terms as shall be established by the County Administrator and not inconsistent with Section 6.04 of the General Bond Ordinance.

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Section 6. Use and Disposition of Series 2015 Bond Proceeds.

Upon the delivery of the Series 2015 Bond and receipt of the proceeds thereof, such proceeds and other available funds shall be disposed of as follows:

(a) Any amount required by the Purchaser as an underwriting fee shall be retained by the Purchaser;

(b) An amount required to effect the redemption or defeasance of the Series 2015 Bond shall be deposited into an escrow for the defeasance of the Series 2011 Bond or paid directly to the Holder thereof, as Directed by the County Administrator;

(c) Amounts to be utilized for payment of costs of issuance of the Series 2015 Bond shall be paid to and used by the County for such purpose; and

(d) Any proceeds remaining after satisfaction of the foregoing purposes may be held by the County for payment of principal of and interest on the Series 2015 Bond.

Section 7. Certain Findings and Determinations. The County finds and determines:

(a) This 2015 Series Ordinance supplements the General Bond Ordinance, constitutes and is a "Series Ordinance" within the meaning of the quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(b) The Series 2015 Bond constitutes and is a "Bond" within the meaning of the quoted word as defined and used in the General Bond Ordinance.

(c) Upon defeasance or redemption of the Series 2011 Bond, the Hospitality Fee Revenues pledged under the Ordinance are not encumbered by any lien or charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Ordinance providing for payment and security of the Bonds.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute an Event of Default under the Ordinance.

(e) The Series 2015 Bond is being issued for the purposes described in Section 3(a) of this 2015 Series Ordinance.

Section 8. Continuing Disclosure. Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County has covenanted to file with a central repository for availability in the secondary bond market, when requested, an annual independent audit, within 30 days of its receipt of the audit; and event specific information within 30 days of an event adversely affecting more than five (5%) percent of its revenue or tax base. The only remedy for failure by the County to comply with the covenant in this Section 7 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 or repeal of Section 11-1-85, without the consent of any Bondholder.

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Section 9. Award of Series 2015 Bond.

(a) The Series 2015 Bond is authorized to be awarded to the Purchaser pursuant to Section 4(a) of this 2015 Series Ordinance.

(b) A copy of this 2015 Series Ordinance shall be filed with the minutes of this meeting.

(c) The Council hereby authorizes and directs all of the officers and employees of the County to carry out or cause to be carried out all obligations of the County under the Ordinance and to perform all other actions as they shall consider necessary or advisable in connection with the issuance, sale, and delivery of the Series 2015 Bond.

Section 10. Tax Exemption of Series 2015 Bond.

(a) The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2015 Bond, including without limitation, the requirement to file an information report with the Internal Revenue Service and the requirement to comply with the provisions of Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Series 2015 Bond to the United States Government.

(b) The County further represents and covenants that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2015 Bond to become included 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 the Series 2011 Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

(i) All property provided by the net proceeds of the Series 2015 Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(ii) The County shall not permit any facility refinanced or financed with the proceeds of the Series 2015 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.

(iii) 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 financed or refinanced or financed with the proceeds of the Series 2015 Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13 of the Internal Revenue Service.

(iv) The County will not sell or lease any property refinanced or financed by the Series 2015 Bond to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Series 2015 Bond.

(v) The Series 2015 Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Series 2015 Bond.

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Section 11. Interested Parties.

Nothing in the General Bond Ordinance or this 2015 Series Ordinance, expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the County and the Registered Holder of the Series 2015 Bond, any right, remedy or claim under or by reason of the General Bond Ordinance or this 2015 Series Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the General Bond Ordinance and this 2015 Series Ordinance contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the Registered Holder of the Series 2015 Bond.

Section 12. Defeasance or Redemption of Series 2011 Bond. In connection with the issuance of the Series 2015 Bond, Council hereby authorizes the payment in full of the Series 2011 Bond, either by defeasance or redemption, as shall be determined by the County Administrator in consultation with the County's Finance Director and Financial Advisor.

Section 13. Additional Provisions. The General Bond Ordinance remains in full force and effect and shall govern the issuance of the Series 2015 Bond.

Section 14. Additional Actions and Documents. The Chairman, County Administrator, and Clerk are fully authorized and empowered to take any further action and to execute and deliver any closing documents including without limitation an escrow deposit agreement as may be necessary and proper to

effect the delivery of the Series 2015 Bond and the redemption or defeasance of the 2011 Bond in accordance with the terms and conditions hereinabove set forth, and the action of the officers or any one or more of them in executing and delivering any documents, in the form as he, she, or they shall approve, is hereby fully authorized.

Section 15. **Section Headings**. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this 2015 Series Ordinance.

Section 16. **Effective Date**. This 2015 Series Ordinance shall become effective immediately upon its enactment.

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

draft

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
HOSPITALITY FEE REFUNDING REVENUE BOND
SERIES 2015

NO. R-1 $3,500,000

INTEREST RATE	FINAL MATURITY DATE	ORIGINAL DATE OF ISSUE
___%	_____	_____, 2015

REGISTERED HOLDER: _____

PRINCIPAL SUM: THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 ($3,500,000) DOLLARS

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THE COUNTY OF FLORENCE, SOUTH CAROLINA acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, **<<PURCHASER>>**, or its registered assigns, the principal amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) on the Final Maturity Date stated above, unless this bond (the ***"Series 2015 Bond"***) shall have been redeemed prior thereto as hereinafter provided, and to pay interest on such principal amount at the rate of <<INTEREST RATE>> percentum (___%) per annum (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such principal amount shall be discharged.

Unredeemed portions of Series 2015 Bond shall be subject to optional redemption [in whole but not in part at any time at a redemption price of 101% of the principal amount to be redeemed plus accrued interest to the date of redemption. In the event Series 2015 Bond shall be called for optional redemption, notice of redemption shall be given by first-class mail, not less than fifteen (15) days prior to the redemption date, to the Registered Holder of the Series 2015 Bond to be redeemed at the address shown on the Books of Registry. Interest on the Series 2011 Bond to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provisions for the payment of the redemption price thereof].

This Series 2015 Bond shall bear interest from _____, 2015. Interest on this Series 2015 Bond shall be payable on <<INTEREST DATE 1>> and <<INTEREST DATE 2>> (each, a "Bond Payment Date") of each year, commencing <<FIRST INTEREST DATE>>, 2016, until this Series 2015 Bond is paid in full. The principal and interest so payable on a Bond Payment Date will be paid to the person in whose name this Series 2015 Bond is registered at the close of business on the 15th day of the month immediately preceding such Bond Payment Date (the "Record Date").

THIS SERIES 2015 BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND SECTION 6-1-760 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976,

AS AMENDED (COLLECTIVELY, THE *"ENABLING STATUTE"*), AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN ANY STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE CONSTITUTION OF THE STATE OF SOUTH CAROLINA, 1895, AS AMENDED, AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES PERMITTED THEREIN) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWERS OF THE COUNTY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND.

This Series 2015 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 estate, transfer or certain franchise taxes. This Series 2015 Bond shall not be entitled to any benefit under the General Bond Ordinance (as hereinafter defined) or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorized officer of the County as Bond Registrar.

This Series 2015 Bond is issued as a single fully registered bond (and may only be so issued) in the principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) pursuant to a General Bond Ordinance enacted by the County Council of the County on October 20, 2011, and a 2015 Series Ordinance enacted by the County Council of the County on _____, 2015 (collectively, the ***"Ordinance"***), and under and in full compliance with the Constitution and Statutes of the State of South Carolina, including particularly Section 14, Paragraph 10 of Article X of the Constitution of the State of South Carolina, 1895, as amended, and the Enabling Statute.

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All principal, interest, or other amounts due hereunder shall be payable only to the Registered Holder hereof. The County is the Registrar for this Series 2015 Bond and as such will maintain the Books of Registry for the registration or transfer hereof. This Series 2015 Bond may not be transferred except by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the County as Bond Registrar duly executed by the Registered Holder of this Series 2015 Bond or his duly authorized attorney. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this Series 2015 Bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of and interest on this Series 2015 Bond shall be made only to or upon the order of the Registered Holder or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this Series 2015 Bond to the extent of the sum or sums paid. No person other than the Registered Holder shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this Series 2015 Bond against the County.

The County shall not be required (a) to exchange or transfer the Series 2015 Bond (i) from the Record Date to the next succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following the selection of portions of the Series 2015 Bond to be redeemed or thereafter until after the first publication or mailing of any notice of redemption or (b) to transfer the Series 2015 Bond once called for redemption.

The principal of, premium, if any, and interest on this Series 2015 Bond are payable solely from and secured by a lien upon the Hospitality Fee Revenues (as defined in the Ordinance). The pledge of and lien upon the Hospitality Fee Revenues given to secure this Series 2015 Bond has priority over all other pledges of Hospitality Fee Revenues and liens against the same, except as to such additional Bonds as may hereafter be issued pursuant to and in accordance with the terms of the Ordinance, which, when issued, shall be on a parity in all respects with this Series 2015 Bond.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on the Series 2015 Bond against the several funds of the County, except in the manner and to the extent provided in the Ordinance, nor shall the credit or taxing power of the County be deemed to be pledged to the payment of the Series 2015 Bond. The Series 2015 Bond shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts, or revenues of the County, other than the Hospitality Fee Revenues that have been pledged to the payment thereof, and this Series 2015 Bond is payable solely from the Hospitality Fee Revenues pledged to the payment thereof and the County is not obligated to pay the same except from the Hospitality Fee Revenues.

Whenever the terms of this Series 2015 Bond require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in any state where the corporate trust office of the trustee or custodian, if then appointed, is located, the action shall be taken on the first business day occurring thereafter.

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this Series 2015 Bond with provision for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the Registered Holder of this Series 2015 Bond. Reference is hereby made to the Ordinance, to all the provisions of which any Registered Holder of this Series 2015 Bond by the acceptance hereof thereby assents.

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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 Series 2015 Bond exist, have happened, and have been done and performed in regular and due time, form, and manner, and that the amount of this Series 2015 Bond does not exceed any constitutional or statutory limitation thereon.

[Signatures appear on the following page]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this Series 2015 Bond to be signed in its name by the manual signature of the Chairman, and attested by the manual signature of the Clerk, under the Seal of Florence County, South Carolina, impressed or reproduced hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

_____

Chairman, Florence County Council

ATTEST:

_____

Clerk to Florence County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond designated herein and issued under the provisions of the within-mentioned Ordinance.

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FLORENCE COUNTY, SOUTH CAROLINA,
as Bond Registrar

_____

Clerk to Florence County Council

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of this Series 2015 Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common
TEN ENT -	as tenants in entireties
JT TEN -	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

Under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond of FLORENCE COUNTY, SOUTH CAROLINA, and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

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DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agent Medallion Program (*"STAMP"*) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

STATE OF SOUTH CAROLINA)
) **CERTIFIED COPY OF ORDINANCE**
COUNTY OF FLORENCE)

I, the undersigned, Clerk to the Florence County Council (the "*Council*"), the governing body of Florence County, South Carolina (the "*County*"), **DO HEREBY CERTIFY**:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance enacted by the Council on November 19, 2015. The Ordinance was read at three public meetings of the Council on three separate days, August 20, 2015, October 15, 2015, and November 19, 2015. An interval of at least six days occurred between each reading of the Ordinance. At each such meeting, a quorum of the Council was present and remained present throughout the meeting.

The meetings held on August 20, 2015, October 15, 2015, and November 19, 2015, were duly called regular meetings of the Council. As required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, a notice of said meeting (including the date, time, and place thereof, as well as an agenda) was posted prominently in the City-County Complex of the County at least twenty-four hours prior to said meeting. In addition, the local news media and all persons requesting notification of meetings of the Council were notified of the time, date, and place of such meeting, and were provided with a copy of the agenda therefor at least twenty-four hours in advance of such meeting.

The original of the Ordinance is duly entered in the permanent records of the County, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this _____ day of November, 2015.

draft

(SEAL)

Clerk to Council, Florence County,
South Carolina

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Second Reading of Ordinance No. 08-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:
(An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. The Florence City-County Civic Center has a need to expand to add meeting room space in order to attract additional conferences and conventions.
2. In order to fund this expansion, accommodation fee revenue bonds will need to be issued.
3. This ordinance is a general ordinance that allows such bonds to be issued.

FUNDING FACTORS:

1. The County's portion of the annual payments on this new bond will be funded by the 3% local accommodations fee.

OPTIONS:

1. ***(Recommended)*** Approve Second Reading of Ordinance No. 08-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 08-2015/16

Sponsor(s)	: Finance	
First Reading	: August 20, 2015	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Public Hearing	: October 15, 2015	
Second Reading	: October 15, 2015	
Third Reading	: November 19, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 08-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

GENERAL BOND ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF ACCOMMODATIONS FEE REVENUE BONDS OF FLORENCE COUNTY, PROVIDING FOR THE PLEDGE OF ACCOMMODATIONS FEES FOR THE PAYMENT OF SUCH BONDS, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SUCH BONDS MAY BE ISSUED, PROVIDING FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

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BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, THE GOVERNING BODY OF FLORENCE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

ARTICLE I
FINDINGS AND DETERMINATIONS

Section 1.01 Findings and Determinations. As an incident to the enactment of this ordinance (the "***Ordinance***") and the issuance of the Bonds (as defined below) 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 I exist, and the following statements are in all respects true and correct:

(a) The County is a body politic and corporate and a county organized under the laws of the State of South Carolina (the "***State***"), and as such, possesses all powers granted to counties by the Constitution and general laws of the State.

(b) The County, pursuant to Title 6, Chapter 1, Article 5 of the Code of Laws of South Carolina, 1976, as amended, imposed a local Accommodations fee, also known as a local Accommodations tax (the "***Accommodations Fee***") by ordinance effective June 15, 1995.

(c) Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended (the "***Constitution***"), provides that a political subdivision may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license. Pursuant to Title 6, Chapter 17 and Section 6-1-760 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "***Enabling Act***"), the County may issue revenue bonds to defray the cost of tourist-related projects as enumerated in Title 6, Chapter 1, Article 5 of the Code of Laws of South Carolina, 1976, as amended, secured by a pledge of the Accommodations Fee Revenues (as defined below).

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(d) The Council has determined that it is in the best interest of the County that it acquire, construct, furnish, and equip improvements to and expansion of the Florence Civic Center (the "***Improvements***"). The estimated cost of the Improvements, together with certain costs of issuance, is an amount not exceeding $18,000,000.

(e) The Council has, after due investigation, determined that the Improvements are capital projects that attract tourists within the meaning of Section 6-1-760, inasmuch as such improvements are designed, marketed, and used in such fashion to attract regional and state-wide tourism to the County.

(f) It is now in the best interest of the County for the Council to provide for the issuance and sale of Bonds of the County, including but not limited to Bonds for the purposes of financing the costs of the Improvements, pursuant to the aforesaid provisions of the Constitution and laws of the State.

ARTICLE II
DEFINITIONS AND INTERPRETATIONS

Section 2.01 Defined Terms. The terms defined in this **Section 2.01** (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this **Section 2.01**.

"Accommodations Fee" means fees imposed and collected by the County pursuant to Title 6, Chapter 1, Article 5 of the Code of Laws of South Carolina, 1976, as amended. The term Accommodations Fee is commonly referred to and may be referenced herein as the County's local Accommodations tax.

"Accommodations Fee Revenue Fund" shall mean the fund of that name created by **Section 6.01(a)** hereof.

"Accommodations Fee Revenues" shall mean all Accommodations Fees collected by the County.

"Authorized Representative" shall mean the Chairman or the County Administrator and any other Person or Persons designated to act on behalf of the County by written certificate of the County Administrator furnished to the Trustee.

"Balloon Indebtedness" shall mean indebtedness in the form of Bonds 25% or more of the principal payments of which are due in a single year, which portion of the principal is not required by the instrument authorizing the issuance of such indebtedness to be amortized by redemption prior to such maturity date.

"Bond" or ***"Bonds"*** shall mean all bonds and other obligations of the County issued pursuant to and under the authority of **Sections 3.02, 3.03** and **3.04** hereof (excluding Junior Bonds) and Outstanding from time to time.

"Bond Counsel" shall mean any attorney or firm of attorneys of nationally recognized standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Holders," "Bondholders," "Holders," or the term ***"Registered Holders,"*** or any similar term, shall mean the registered owner of any Outstanding Bond or Bonds.

"Bond Redemption Account" shall mean the account by that name established in the Debt Service Fund.

"Books of Registry" shall mean the registration books maintained by the Trustee as bond registrar in accordance with **Section 4.04** hereof.

"Capital Lease" shall mean any lease of property that, in accordance with generally accepted accounting principles, has been or should be capitalized on the lessee's balance sheet or for which the amount of the asset and liability thereunder as if so capitalized should be disclosed in a note to the balance sheet.

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"Chairman" shall mean the Chairman of the Council, or in his absence, the Vice Chairman of the Council.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a county organized and existing under the laws of the State.

"County Administrator" shall mean the County Administrator of the County or the Acting County Administrator or Interim County Administrator, as the case may be, or his designee.

"Clerk" shall mean the Clerk to Council or, in his absence, any Assistant or Acting Clerk to Council.

"Code" shall mean the Internal Revenue Code of 1986, as amended, any successor provision of law, and regulations promulgated thereunder.

"Construction Fund" shall mean any fund established with and maintained with the County, or at the option of the County, the Trustee, and funded with certain of the proceeds of the sale of any Series of Bonds and intended to defray Project Costs in connection therewith and the Costs of Issuance in connection with that Series of Bonds, all as established in a Series Ordinance authorizing the issuance of any Series of Bonds.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale, and issuance of Bonds; including, but not limited to, printing costs; costs of preparation and reproduction of documents; filing and recording fees; initial fees and charges of any Trustee or Custodian; legal fees and charges; fees and disbursements of financial advisors, consultants and professionals; costs of credit ratings; fees and charges for preparation, execution, transportation, and safekeeping of Bonds; costs and expenses of refunding of Bonds; premiums or other charges for insurance or other credit enhancement for the payment of Bonds; financing charges; accrued interest with respect to the initial investment of proceeds of Bonds; and any other cost, charge or fee in connection with the original issuance of Bonds.

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"Council" shall mean the Florence County Council, and any successor governing body of the County.

"Custodian" shall mean any bank, trust company, national banking association, or national association selected by the County as a depository of moneys or securities pursuant to this Ordinance.

"Debt Service Fund" shall mean the fund established by the provisions of **Section 6.01(b)** hereof designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds (excluding Junior Bonds), as they respectively fall due.

"Debt Service Reserve Fund" shall mean the fund established by the provisions of **Section 6.01(c)** hereof intended to meet any possible deficiencies in the Debt Service Fund and to be maintained in the amounts, if any, and in separate accounts established with respect to each Series of Bonds as set forth in the Series Ordinance providing for the issuance of that Series of Bonds. A separate account within the Debt Service Reserve Fund shall be established for each Series of Bonds for which there is a Debt Service Reserve Fund Requirement.

"Debt Service Reserve Fund Requirement" shall mean that amount, if any, with respect to each Series of Bonds as set forth in the Series Ordinance providing for the issuance of that Series of Bonds. This amount may be satisfied by the delivery of a surety bond in accordance with **Section 6.04** hereof.

"Default" or *"Event of Default"* shall mean any of those defaults specified in and defined by **Article X** hereof.

"Enabling Act" shall mean Title 6, Chapter 17 and Section 6-1-760, of the Code of Laws of South Carolina 1976, as amended, and as such may be further amended from time to time.

"Finance Director" shall mean the Finance Director of the County.

"Fiscal Year" shall mean the period of twelve (12) calendar months, beginning on the first day of July of each year and ending with the 30th day of June of the following year, until changed to a different twelve month period by ordinance of the Council.

"Interest Account" shall mean the account by that name established in the Debt Service Fund.

"Investment Obligations" shall mean (i) the South Carolina Pooled Investment Fund established pursuant to the provisions of Chapter 6, Title 6, of the Code of Laws of South Carolina, 1976, as amended; or (ii) any investments now or hereafter permitted under Section 6-5-10 of the Code of Laws of South Carolina, 1976, as amended.

"Junior Bond Debt Service Fund" shall mean such fund authorized by **Section 6.01** hereof to be established in a Series Ordinance with respect to Junior Bonds.

"Junior Bonds" shall mean bonds secured by a pledge of, or, in the case of a Capital Lease, payable from, Accommodations Fee Revenues junior and subordinate in all respects to the pledge securing the Bonds authorized by **Sections 3.02, 3.03 and 3.04**.

"Junior Bond Ordinance" shall mean an ordinance enacted by the Council by which is authorized the issuance of Junior Bonds.

"Ordinance" shall mean this General Bond Ordinance as from time to time amended or supplemented by one or more Series Ordinances.

"Outstanding Bonds" or *"Outstanding"* shall mean all Bonds which have been duly authenticated and delivered by the Trustee hereunder except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered by the Trustee for cancellation;

(b) Bonds (or portions thereof) deemed to have been redeemed within the meaning of **Sections 5.03 and 5.05** hereof;

(c) Bonds in lieu of which others have been authenticated, unless proof satisfactory to the Trustee is presented to the Trustee that the Bonds are held by *bona fide* purchasers as that term is defined in Article 8 of the South Carolina Uniform Commercial Code, as amended, in which case the Bond or Bonds so replaced and the Bond or Bonds authenticated and delivered therefor shall both be deemed Outstanding; and

(d) Bonds (or portions thereof) deemed to have been paid within the meaning of **Section 9.01** hereof.

"Person" shall mean natural persons, firms, associations, corporations, and public bodies.

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"Principal Account" shall mean the account by that name established within the Debt Service Fund.

"Principal and Interest Requirements" with respect to any Bonds shall mean the amount required to pay principal of (whether at maturity or pursuant to mandatory redemption requirements applicable thereto), and interest (exclusive of funded interest) on the Bonds during the period of time for which Principal and Interest Requirements are being calculated; provided (i) with respect to Balloon Indebtedness, the amount of the principal which would be payable in such period shall be computed as if such principal were amortized from the date of incurrence thereof over a period of 20 years (or, if the term thereof is less than 20 years, over a period equal to such term) on a level debt service basis at an interest rate equal to the rate borne by such Balloon Indebtedness on the date calculated, except that if the date of calculation is within 12 months of the actual maturity of such Balloon Indebtedness, the full amount of principal payable at maturity shall be included in such calculation; and (ii) the interest on Variable Rate Indebtedness shall be calculated at one hundred percent (100%) of the average rate borne by the Variable Rate Indebtedness during the preceding twelve (12) months, or if the Variable Rate Indebtedness is yet to be incurred, at one hundred percent (100%) of the average rate such Variable Rate Indebtedness would have borne during the preceding twelve (12) months based on the applicable index or other method of determining the interest rate under the terms of the Series Ordinance providing for the incurrence of the Variable Rate Indebtedness.

"Project" or *"Projects"* shall mean projects that attract tourists within the meaning of Section 6-1-760 of the Code of Laws of South Carolina, 1976, as amended.

"Project Costs" shall mean costs incurred in connection with a Project, the repayment to the County of any funds expended in the acquisition or construction of any Project, and shall include, without limiting the costs permitted under the Enabling Act and Title 6, Chapter 1, Articles 5 and 7 of the Code of Laws of South Carolina, 1976, as amended, the following items to the extent they relate to a Project: (i) all direct costs of such Project described in the plans and specifications for such Project; (ii) all costs of planning, designing, acquiring, constructing, financing and placing such Project in operation; (iii) the cost of any lands or interests therein and all of the properties deemed necessary or convenient for the maintenance and operation of such Project; (iv) all engineering, legal and financial costs and expenses; (v) all expenses for estimates of costs and of revenues; (vi) costs of obtaining governmental and regulatory permits, licenses and approvals; (vii) all fees of special advisors and consultants associated with one or more aspects of such Project; (viii) all amounts required to be paid by this Ordinance or any Series Ordinance authorizing the issuance of Bonds into the Debt Service Fund or Debt Service Reserve Fund upon the issuance of any Series of Bonds; (ix) the payment of all principal, premium, if any, and interest, when due, of any Bonds of any Series or other evidences of indebtedness issued to finance a portion of the cost of such Project, whether at the maturity thereof or at the due date of interest or upon redemption thereof; (x) interest on Bonds of any Series prior to and during construction of such Project for which such Bonds were issued, and for such additional periods as the County may reasonably determine to be necessary for the placing of such Project in operation; and (xi) Costs of Issuance.

"Purchaser" shall mean, with respect to any Series of Bonds, the initial purchaser of that Series of Bonds.

"Record Date" shall mean, with respect to any Series of Bonds, (i) the fifteenth (15th) day (whether or not a business day) of the calendar month immediately preceding an interest payment date in the event that the interest payment date is the first day of a month, (ii) the last day (whether or not a business day) of the calendar month immediately preceding each interest payment date in the event that the interest payment date is the fifteenth (15th) day of a month, or (iii) any other day as may be provided in the Series Ordinance authorizing the issuance of that Series; provided, however, that in the case of a

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default in the payment of interest due on a Series of Bonds, the Trustee shall establish a special record date for payment of the defaulted interest, notice thereof to be mailed by first class mail, postage prepaid, by the Trustee to the Holder of that Series of Bonds not less than ten (10) days prior to the special record date.

"Registrar" shall mean the Trustee, or, if so provided by a Series Ordinance as to a Series of Bonds, an official of the County.

"Serial Bonds" shall mean Bonds which are not Term Bonds.

"Series" or ***"Series of Bonds"*** or ***"Bonds of a Series"*** shall mean all Bonds designated as being of the same series, issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"State" means the State of South Carolina.

"Series Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of Bonds and any ordinance enacted by the Council pursuant to and in compliance with the provisions of **Article XI** hereof amending or supplementing the provisions of the Ordinance.

"Term Bond" or ***"Term Bonds"*** shall mean any Bond designated by the Series Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the Bond Redemption Account in the Debt Service Fund or the Junior Bond Debt Service Fund as mandatory redemption requirements.

"Tourism Facilities Capital, Operation and Maintenance Fund" shall mean that fund created pursuant to **Section 6.05** of this Ordinance.

"Trustee" shall mean any bank, trust company, national banking association, or national association selected by the County and any successor Trustee appointed in accordance with **Article VII**.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds that bears interest at a variable, adjustable, or floating rate or indebtedness in the form of Bonds the interest on which is not established at the time of incurrence at a fixed or constant rate until its maturity.

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Section 2.02 General Rules of Interpretation.

(a) Articles, sections, and paragraphs mentioned by number are the respective articles, sections, and paragraphs of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of the Bond at its stated maturity or the purchase of the Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

ARTICLE III
AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be known as *"Accommodations Fee Revenue Bonds,"* or as otherwise designated in the Series Ordinance authorizing any Series of Bonds, which Bonds may be issued pursuant to the Ordinance and in accordance with the terms, conditions, and limitations set forth herein, in Series, in the amounts, and from time to time as the Council may from time to time deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under the Ordinance and the Enabling Act.

Section 3.02 General Provisions for Issuance of Bonds.

(a) The Bonds shall be issued by means of Series Ordinances enacted by the Council in accordance with the provisions of this **Article III**. The enactment of a Series Ordinance shall not be subject to the consent of the Trustee or Bondholders. Each Series Ordinance shall designate the Bonds provided for thereby by an appropriate Series designation and by any further particular designations, if any, as the Council deems appropriate; and shall, unless or except as is otherwise set forth herein, also specify:

(i) the maximum authorized principal amount of the Series of Bonds;

(ii) the purpose or purposes for which the Bonds of the Series are being issued, which shall be one or more of the purposes set forth in **Sections 3.03** and **3.04** hereof;

(iii) if the Bonds of the Series are being issued for a purpose specified in **Section 3.03** hereof, the Project for which the Bonds are being issued;

(iv) if the Bonds of the Series are being issued for a purpose specified in **Section 3.03** hereof, an estimate of the Project Costs to be financed by the Series of Bonds;

(v) the date or dates of the Bonds of the Series;

(vi) the maturity date or dates of the Bonds of the Series, the principal amounts payable on each maturity date, and the mandatory redemption amounts and due dates, if any, for the Term Bonds of the Series;

(vii) the interest rate or rates of the Bonds of the Series, or the manner of determining the rate or rates, the initial interest payment date therefor, and the subsequent interest payment dates;

(viii) the denominations of, and manner of numbering and lettering, the Bonds of the Series;

(ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of the Series, the period or periods, if any, during which premiums or prices shall be payable, and the terms and conditions, if any, of redemption;

(x) the place or places of payment of the Bonds of the Series and interest thereon, and the paying agents therefor;

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(xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application, and investment, if any, of the proceeds of the sale or other disposition, which use, application and investment shall not be inconsistent with the provisions hereof;

(xii) whether there will be a Debt Service Reserve Fund Requirement for such Series;

(xiii) any other provisions which may be required to be included therein by other provisions of the Ordinance; and

(xiv) any other necessary or desirable provisions not inconsistent with the provisions of the Ordinance.

(b) The Council may delegate to an Authorized Representative the authority to determine the matters set forth in **Sections 3.02(a)(v)** through **3.02(a)(xii)** in the case of a Bond sold as a single instrument to a financial institution.

Section 3.03 Conditions for the Issuance of Bonds.

(a) At any time and from time to time, one or more Series of Bonds (exclusive of the initial Series of Bonds issued hereunder or Bonds issued pursuant to the provisions of **Section 3.04** hereof) may be issued for any purposes as may be permitted by the Enabling Act upon compliance with the provisions of **Section 3.02** hereof and this **Section 3.03** (except where specifically provided otherwise in this **Section 3.03**) in any principal amounts as may be determined by the Council.

(i) If a Trustee has been appointed, there shall be filed with the Trustee a certificate of the County Administrator stating (A) either (1) that no Default exists in the payment of the principal of or interest on any Bonds or Junior Bonds, and all mandatory redemption requirements, if any, required to have been made or satisfied shall have been made or satisfied, or (2) that the application of the proceeds of the sale of the Series of Bonds to be issued as required by the Series Ordinance authorizing their issuance will cure the Default or permit the making or satisfaction of the redemption requirements; and (B) either (1) that to the knowledge of the County Administrator, the County is not in Default in the performance of any other of its covenants and agreements contained in the Ordinance, or (2) setting forth the circumstances of each Default known to him.

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(b) If a certificate filed pursuant to **Section 3.03(a)(i)** should disclose a Default or Defaults hereunder, which have not been cured, there shall be filed with the Trustee an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to **Section 3.03(a)(i)**, no Default deprives the Bondholders of the security afforded by the Ordinance in any material respect.

(c) For the issuance of Bonds (other than the initial Series of Bonds and Junior Bonds) issued hereunder to finance the Costs of the Project there shall be delivered to the Trustee a certificate of the Authorized Representative, based upon the most recent audited financial statements of the County, to the effect that Accommodations Fee Revenues deposited into the Accommodations Fee Revenue Fund for the most recent Fiscal Year immediately preceding the issuance date of the proposed Bonds for which audited financial statements of the County are available (the ***"Test Period"***) are not less than 120% of the average annual Principal and Interest Requirements for all Series of Bonds then Outstanding and the additional Bonds then proposed to be issued (with adjustments, if any, for any Bonds that will be discharged upon the issuance of such additional Bonds). Accommodations Fee Revenues may be adjusted for the purpose of the calculation required by this **Section 3.03(c)** to reflect additional Accommodations Fees to be received from establishments which commenced payment of Accommodations Fees during the Test

Period. As to such an establishment, Accommodations Fees may be annualized based upon the average monthly Accommodations Fees paid by such establishment during the Test Period.

(d) The Bonds may be issued to secure funds to defray Project Costs, or to refund any Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing Projects.

(e) There shall be on deposit in the Debt Service Reserve Fund, if such is required by any Series Ordinance, cash and securities (including any insurance policy, surety bond or letter of credit permitted by Series Ordinance) as provided in **Section 6.04** hereof (inclusive of any proceeds of Bonds to be deposited in the Debt Service Reserve Fund), having an aggregate value not less than the Debt Service Reserve Fund Requirement, if any, with respect to each Series of Bonds to be then Outstanding and the Bonds then proposed to be issued.

Section 3.04 Issuance of Refunding Bonds. Upon compliance with the provisions of paragraphs (a), (b), (c) and (e) of **Section 3.03** hereof, the County by means of a Series Ordinance enacted in compliance with the Enabling Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds for the purpose of refunding (including by purchase) Bonds, Junior Lien Bonds, or any other notes, bonds or other obligations issued to finance or to aid in financing of Projects, including amounts to pay principal, redemption premium, and interest to the date of the redemption (or purchase) of the refunded Bonds or any other notes, bonds or other obligations issued to finance or to aid in financing of Projects, and the Costs of Issuance of the refunding Bonds and to fund any necessary reserves or other accounts. In addition, the County by means of a Series Ordinance may issue refunding Bonds for the purpose of refunding Bonds issued to finance or to aid in financing of Projects, without satisfying the conditions for the issuance of Bonds as contained in **Section 3.03(c)** hereof to the extent that the aggregate Principal and Interest Requirements with respect to the refunding Bonds is less than the aggregate Principal and Interest Requirements with respect to the bonds to be refunded.

Section 3.05 Issuance of Junior Bonds. The County may at any time upon the enactment of a Junior Bond Ordinance issue Junior Bonds, including obligations issued in the form of Capital Leases as it may from time to time determine, payable from the Accommodations Fee Revenues; provided that (a) such Junior Bonds are issued to secure funds to defray Project Costs, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing Projects; (b) the pledge of Accommodations Fee Revenues securing Junior Bonds shall at all times be subordinate and inferior to the pledge of Accommodations Fee Revenues securing the Bonds such that Junior Bonds shall be payable from Accommodations Fee Revenues held in the Accommodations Fee Revenue Fund after provision has been made for all payments required to be made hereunder with respect to the Bonds, and (c) there shall be delivered to the Trustee a certificate of the County Administrator to the effect that Accommodations Fee Revenues for the Test Period is not less than 100% of the greatest sum for any Fiscal Year obtained by adding the Principal and Interest Requirements for each Fiscal Year for all Bonds Outstanding plus the principal and interest requirements for the Junior Bonds then issued and proposed to be issued. Accommodations Fee Revenues may be adjusted for the purpose of such calculation in the manner provided in **Section 3.03(c)**.

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ARTICLE IV
THE BONDS

Section 4.01 Execution.

(a) Unless or except as is otherwise set forth in the Series Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the Chairman by his manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk by his manual or facsimile signature.

(b) In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be that officer before the delivery of the Bonds, the signature or the facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 4.02 Authentication. Upon compliance with the provisions of **Sections 4.03, 4.04**, or **4.05** hereof, as applicable, and upon the written order of the County, the Trustee, or the Clerk if no Trustee shall have been appointed, shall authenticate Bonds authorized to be issued hereunder. Except as otherwise set forth in a Series Ordinance, only those Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Trustee or the Clerk shall be entitled to any right or benefit under this Ordinance, and no Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication shall have been duly executed by the Trustee or the Clerk. The executed certificate of the Trustee or the Clerk upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series.

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Section 4.03 Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Trustee, or the Clerk if no Trustee has been appointed, may authenticate a new Bond having the same date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, it shall first be surrendered to the County and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the County and the Trustee evidence of the loss, theft, or destruction satisfactory to the County and the Trustee (if applicable), together with indemnity satisfactory to them; provided that, in the case of a Holder which is a bank or insurance company, the agreement of the bank or insurance company to indemnify shall be sufficient. In the event any Bond shall have matured, instead of issuing a duplicate Bond, the County may pay it without surrender thereof. The County and the Trustee may charge the Holder of the Bond with their reasonable fees and expenses in this connection.

Section 4.04 Registration and Transfer of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully registered and transferable only upon the Books of Registry of the County which shall be kept for that purpose at the corporate trust office of the Trustee by the Registered Holder thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Holder or his duly authorized attorney, signature guaranteed. Upon the transfer of any Bond, the County shall issue, subject to the provisions of **Section 4.07** hereof, in the name of the transferee, a new Bond or Bonds of

the same Series and of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond. If no Trustee has been appointed, the Clerk will act as Registrar.

(b) Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name it shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of the Holder thereof, or his duly authorized attorney, and neither the County nor the Trustee shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All the payments made in this manner shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums paid.

Section 4.05 Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Series Ordinance authorizing their issuance, the Bonds: (a) shall be in fully registered form without coupons; (b) shall be issued in denominations of $5,000, or any integral multiple thereof; provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, the new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, 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 County may provide in any Series Ordinance for a book entry system for such Series of Bonds.

Section 4.06 Numbers, Date, and Payment Provisions.

(a) The Bonds shall be numbered and designated in any manner as the County, with the concurrence of the Trustee, if any, shall determine. Each Bond of a Series shall bear interest from the interest payment date immediately preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case, it shall bear interest from its authentication, or unless authentication shall precede the first interest payment date for the Bond, in which case it shall bear interest from the date of its delivery, or as otherwise provided in the Series Ordinance authorizing their issuance; provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding interest payment date therefor, it shall bear interest from the next succeeding interest payment date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on the Bond is in default, it shall bear interest from the date to which interest on it has been paid or if no interest has been paid, the Bond shall bear interest from the date of delivery thereof or as otherwise provided in the Series Ordinance authorizing the issuance of the Bond.

(b) The principal of and redemption premium, if any, on the Bonds shall be payable when due in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Clerk, or if a Trustee has been appointed, the Trustee described in the Series Ordinance authorizing the issuance of the Bonds. Except as otherwise set forth in a Series Ordinance, payment of interest on Bonds shall be made by check or draft drawn upon the County or the Trustee if a Trustee shall then be appointed and mailed to the Registered Holder at his address as it appears upon the Books of Registry; provided that payment to any Bondholder owning $1,000,000 or more of Bonds may be made by wire transfer to an account in the continental United States of America upon the written request and instructions provided by such Bondholder to the County or the Trustee if a Trustee shall then be appointed no later than the preceding Record Date. The County or the Trustee, as applicable, shall maintain a record of the amount and date of any payment of principal or interest on the Bonds (whether at the maturity date or the redemption date prior to the maturity or upon the maturity thereof by declaration or otherwise).

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Section 4.07 **Exchange of Bonds.** Bonds, upon surrender thereof at the office of the Trustee or the Clerk, as applicable, described in the Series Ordinance authorizing the issuance of that Series of Bonds, with a written instrument of transfer satisfactory to the Trustee or the Clerk, duly executed by the Bondholder or his duly authorized attorney, signatures guaranteed, may, at the option of the Bondholder thereof, and upon payment by the Bondholder of any charges which the Trustee may make as provided in **Section 4.08**, be exchanged for a principal amount of Bonds of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.08 **Regulations with Respect to Exchanges and Transfer.** In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Trustee or the Clerk, as applicable, shall authenticate and deliver Bonds in accordance with the provisions of the Ordinance. All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Trustee. There shall be no charge to the Bondholder for the exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to the exchange or transfer. Neither the County nor the Trustee shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the next succeeding interest payment date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.09 **Temporary Bonds.** Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the County and the Purchaser. The temporary Bonds may be printed or typewritten, shall be of any denominations and may be numbered in any manner as may be determined by the County, and may contain reference to any of the provisions of the Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the office of the Clerk or the Trustee, as applicable, and the Trustee or the Clerk shall deliver and exchange for the temporary Bonds an equal, aggregate principal amount of definitive Bonds having the same aggregate principal amount and in authorized denominations of the same Series, maturity or maturities, and interest rate or rates. Until exchanged, the temporary Bonds shall be entitled to the same benefits under the Ordinance as definitive Bonds under the Ordinance.

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Section 4.10 **Registrars.** In the Series Ordinance authorizing the issuance of any Series of Bonds, the Clerk may be appointed to serve as Registrar in lieu of the Trustee. In such case, the Clerk as Registrar for such Series shall be authorized to perform the duties and responsibilities of the Trustee set forth in **Sections 4.02, 4.03, 4.04**, and **4.07** hereof with respect to the authentication, registration and exchange of Bonds of that Series, the same as is the Trustee pursuant to those Sections. The Clerk in such case shall be required to furnish to the Trustee the names and addresses of the transferors and transferees of any Bonds registered, transferred, or exchanged by it, and the numbers and other identifying symbols of any Bonds cancelled or exchanged by it, and shall comply with all reasonable instructions with respect to the performance of its duties and responsibilities that the Trustee shall give to it.

ARTICLE V
REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01 Redemption of Bonds. The Bonds of a Series shall be subject to redemption prior to their stated maturities upon the terms and conditions and at the dates and redemption price or prices or premium or premiums as shall be set forth or provided for in the Series Ordinance pursuant to which that Series is issued, and upon the further terms and condition as are hereinafter set forth.

Section 5.02 Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in the order as is set forth or provided for in the Series Ordinance providing for the issuance of that Series. Unless otherwise provided by Series Ordinance, if less than all of the Bonds having the same maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected as provided in the Series Ordinance; provided, however, that the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or an integral multiple thereof, and that, in selecting portions of Bonds for redemption, the County or the Trustee, as applicable, shall treat each Bond as representing that number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of the Bond by $5,000.

Section 5.03 Notice of Redemption. Unless or except as is otherwise provided in the Series Ordinance authorizing the issuance of the Bonds, the provisions of this **Section 5.03** apply to each Series of Bonds. In the event any of the Bonds or portions thereof are called for redemption, the Clerk or the Trustee, as applicable, shall give notice, in the name of the County, of the redemption of the Bonds to be redeemed, the redemption date, the principal amount of each Bond to be redeemed (if less than all), the redemption price, the place or places where amounts due upon redemption will be payable, and the numbers of the Bonds to be redeemed. The notice shall be given by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Holder of each Bond or portion thereof to be redeemed at the address shown on the Books of Registry. Failure duly to give notice by mailing, or any defect in the notice, to the Holder of any Bond designated for redemption shall not affect the validity of any proceedings for the redemption of any other Bonds. All Bonds or portions thereof called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit with the Trustee or the Clerk on or before such redemption date; and the Bonds shall not be deemed to be Outstanding under the provisions of the Ordinance. If on the date fixed for redemption there is not on deposit with the Trustee or the County funds for redemption, the Trustee or the Clerk, as applicable, shall send a notice to all Holders in the same manner as the notice of redemption canceling such notice of redemption.

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If at the time of mailing of the notice of redemption there shall not have been deposited with the Trustee or the County moneys sufficient to redeem all of the Bonds called for redemption, which moneys are or will be available for redemption of Bonds, such notice will state that it is conditional upon the deposit of the redemption moneys with the Trustee or the County not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 5.04 Partial Redemption of Bond. In the event that only part of the principal sum of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of the Bond to the Trustee or the Clerk, as applicable. Upon surrender of the Bond, the County shall execute and the Trustee or the Clerk shall authenticate and deliver to the Holder thereof, at the office of the Trustee or the Clerk, as applicable, or send to the Holder by registered mail at

his request, risk, and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity, and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.05 Effect of Redemption. If a Bond is subject by its terms to prior redemption and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of the Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price or together with the then applicable premium, if any, and the interest to accrue to the redemption date on the Bond (or the principal amount thereof to be redeemed) are held on or before the date fixed for redemption for the purpose of payment by the Trustee or other paying agent or the County for the Series of Bonds of which that Bond is one, then on the redemption date designated in the notice, the Bond (or the principal amount thereof to be redeemed) called for redemption shall become due and payable and interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue.

Section 5.06 Cancellation. All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the County or the Trustee, as applicable, and shall not be reissued. A counterpart of the certificate of destruction evidencing the destruction shall be furnished by the Trustee to the County upon the request of the County.

Section 5.07 Purchase of Bonds. The Trustee shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as may be specified by the County but in no event greater than the call price first to become available or then prevailing. The Trustee may so purchase Bonds with any moneys then held by the Trustee and available for the redemption or purchase of Bonds; provided that any limitations or restrictions on redemption or purchases contained in the Ordinance shall be complied with. The expenses of purchase shall be deemed an expense of the Trustee under **Section 7.03** hereof. The Trustee shall incur no liability for any purchase made in accordance with this **Section 5.07** or for its inability to purchase Bonds in excess of the redemption price thereof.

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ARTICLE VI
ESTABLISHMENT OF FUNDS; PAYMENTS THEREFROM; INVESTMENT OF MONEYS; SECURITY FOR THE BONDS

Section 6.01 Listing of Funds and Accounts. The following are the funds and accounts established by the Ordinance:

(a) the Accommodations Fee Revenue Fund;

(b) the Debt Service Fund, including an Interest Account, a Principal Account, and a Bond Redemption Account;

(c) the Debt Service Reserve Fund; and

(d) the Tourism Facilities Capital, Operation and Maintenance Fund;

As long as the Purchaser of the initial Series of Bonds is the sole Holder of all Outstanding Bonds and no Trustee has been appointed by the County pursuant to **Section 7.01** hereof, all funds and accounts established by this Ordinance will be held by the County.

One or more accounts may be established within any of the above funds as are reasonably necessary. It is intended by the Ordinance that the funds referred to in this **Article VI** (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in this **Article VI**. The initial implementation of this **Article VI** may, at the option of the County, be postponed until the occasion of initial issuance of Bonds pursuant to the Ordinance. Upon the issuance of any Junior Bonds, the Trustee shall then establish pursuant to the Junior Bond Ordinance a Junior Bond Debt Service Fund. Any debt service due on Junior Bonds shall be paid after all deposits with respect to Bonds have been made into the funds described in (a) through (d) above.

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Section 6.02 Accommodations Fee Revenue Fund; Pledge of Accommodations Fee Revenues.

(a) There is hereby established an Accommodations Fee Revenue Fund to be maintained by the County or a Custodian appointed by the County pursuant to **Section 7.12** hereof and into which shall be deposited all Accommodations Fee Revenues as received by the County. Moneys in the Accommodations Fee Revenue Fund shall be withdrawn, and allocation and use therefrom shall be made at the direction of the County but only in the manner specified in this **Article VI** and in the order of priority according to items (b), (c) and (d) of **Section 6.01** hereof. Upon satisfaction on a Fiscal Year basis of all requirements for payments into the Debt Service Fund, the Debt Service Reserve Fund, the Tourism Facilities Capital, Operation and Maintenance Fund, and the Junior Bond Debt Service Fund, all moneys remaining in the Accommodations Fee Revenue Fund shall be transferred by the County, or by the Custodian, if such has been appointed, out of the Accommodations Fee Revenue Fund and into such account as directed by the County Administrator no later than 30 days following the last day of the Fiscal Year and used by the County for any lawful purpose.

(b) The Bonds shall be payable solely from and secured by a lien upon the Accommodations Fee Revenues in the manner provided herein, and the Accommodations Fee Revenues herein made

applicable thereto are hereby irrevocably pledged to the payment of the Bonds, and to the payments into the various funds herein provided for, to the extent and in the manner provided for by the Ordinance. The Bonds shall be equally and ratably secured hereunder by the Accommodations Fee Revenues without priority by reason of Series, number, date of enactment of Series Ordinance providing for the issuance thereof, the purposes or Projects for which the Bonds are issued, the date, date of sale, execution, issuance or delivery of the Bonds, or otherwise, and without regard to which section hereof the Bonds are issued under, except as hereinafter otherwise expressly provided. The pledge and lien securing the Bonds shall constitute a prior and paramount charge and lien on the Accommodations Fee Revenues, subject only to the provisions of the Ordinance restricting or permitting the application thereof for the purposes and on the terms and conditions set forth in the Ordinance. The Accommodations Fee Revenues shall immediately be subject to such lien and pledge without any physical delivery thereafter or further act, and such lien and pledge shall be valid and binding against all parties having claims of any kind, in tort, contract, or otherwise, against the County, whether or not the parties have notice thereof.

(c) The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all Holders of the Bonds without preference, priority, or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds or any of the others for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid and with respect to Junior Bonds, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.03 Debt Service Fund.

(a) There is hereby established a Debt Service Fund to be maintained by the County or, if a Trustee has been appointed, in trust by the Trustee, and within the Debt Service Fund there is hereby established a separate Interest Account, Principal Account, and Bond Redemption Account. This fund is intended to provide for the payment of the principal of, premium, if any, and interest on the Bonds as they respectively fall due. Payments into this fund shall be made in the manner prescribed by the Ordinance and all moneys in the Debt Service Fund shall be used solely to pay the principal of, redemption premium, if any, and interest on the Bonds, and for no other purpose; and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the Bonds. Earnings on investments of the Debt Service Fund shall become a part of the Debt Service Fund or at the written direction of the Authorized Representative and with an approving opinion of Bond Counsel be used for any lawful purpose related to the Project; provided, however, that by Series Ordinance the County may provide that earnings on moneys in the Debt Service Fund representing capitalized interest on any Series of Bonds may, during the construction period of any Project financed by that Series of Bonds, be transferred to the Construction Fund established for that Series of Bonds.

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(b) Each month there shall be transferred (by the Custodian, if appointed) from the Accommodations Fee Revenue Fund (to the Trustee, if appointed) for deposit into the Debt Service Fund sufficient moneys so as to comply with the following provisions for the payment of the Principal and Interest Requirements on the Bonds then Outstanding:

(i) On or before the fifteenth day of each month (provided, that payments with respect to interest on Bonds of a Series need not begin until the month following the month in which the Series is issued and delivered) into the Interest Account of the Debt Service Fund, that amount which, together with equal, successive, monthly deposits in the same amount, will, together with any other funds on deposit from whatever source in the Interest Account of the Debt Service Fund which will be applied to the next interest payment, provide sufficient funds to pay the aggregate amount of interest to become due on the Bonds on the next interest payment date. If any Bonds are issued with provision that the interest rate thereon is subject to adjustment from

time to time, the County shall provide in the Series Ordinance pursuant to which the Bonds are issued for any further and additional or alternate credits to the Interest Account as are necessary to provide for the payment of interest thereon when due, taking into account any other funds as will be available for that payment. In making the transfers required by this paragraph, any amounts credited to the Interest Account representing accrued interest received on the sale of Bonds, interest accruing during the month in which the credit is made from capitalized proceeds of Bonds, and any other transfers and credits otherwise made or required to be made to the Interest Account shall be taken into consideration and allowed for.

(ii) On or before the fifteenth day of the month which precedes the first principal payment date on any Serial Bond by twelve (12) months, or if the first installment of principal of Serial Bonds of that Series shall become due in less than twelve (12) months from the date on which the Series is issued and delivered to the Purchaser thereof, then on or before the fifteenth day of the month immediately succeeding the month in which the Bonds of that Series are issued and delivered, and in any event prior to the date upon which the installment of principal falls due, and on or before the fifteenth day of each succeeding month thereafter, into the Principal Account of the Debt Service Fund, that amount which, together with equal, successive, monthly deposits in the same amount, will, together with any other funds on deposit from whatever source in the Principal Account of the Debt Service Fund which will be applied to the payment of principal next to become due, provide sufficient funds to pay the aggregate amount of the principal of Serial Bonds to become due on the next principal payment date.

(iii) On or before the fifteenth day of the twelfth (12th) month prior to the date upon which a mandatory redemption of Term Bonds of a Series falls due, or if the first mandatory redemption requirement on Term Bonds of that Series shall fall due in less than twelve (12) months from the date on which that Series is issued and delivered to the Purchaser thereof, then on or before the fifteenth day of the month immediately succeeding the month in which the Bonds of that Series are issued and delivered, and in any event prior to the date upon which any mandatory redemption requirement falls due, and on or before the fifteenth day of each succeeding month thereafter, an amount such that, if the same amount were credited to the Bond Redemption Account on the fifteenth day of each month thereafter and prior to the next date upon which a mandatory redemption requirement falls due on the Term Bonds of that Series, the aggregate of the amount so credited to the Bond Redemption Account for the purpose of redeeming the Term Bonds of that Series would on the latter date be equal to the amount (excluding accrued interest) required to redeem the principal amount of those Term Bonds required by the sinking fund installment then falling due on the Term Bonds of that Series.

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At any time before Bonds of a Series subject to redemption from amounts deposited pursuant to this paragraph have been selected for redemption, or after the redemption date thereof, the County may, in lieu of making all or any portion of a payment with respect to that Series of Bonds required by this paragraph, deliver to the Clerk or the Trustee, if a Trustee has been appointed, for cancellation Bonds of that Series subject to redemption from amounts so paid, in which event the payments required by this paragraph shall be reduced by the applicable redemption price of the Bonds delivered for cancellation.

The Trustee or the Finance Director, as applicable, shall apply the moneys credited to the Bond Redemption Account to the retirement of the Term Bonds of each Series by redemption in accordance with the Series Ordinance providing for the issuance of that Series of Bonds, without further authorization or direction, on each mandatory redemption date with respect to the Term Bonds of that Series or, if directed in writing by the Authorized Representative, semiannually on both the redemption date and the date six (6) months prior to the redemption date, so that the

aggregate amount applied will equal the amounts required to be credited to the Bond Redemption Account as mandatory redemption requirements for the Term Bonds of that Series on the mandatory redemption date by the Series Ordinance providing for the issuance thereof; provided, however, that if the last mandatory redemption requirement for the Term Bonds becomes due on the stated maturity date thereof, the amount of the mandatory redemption requirement may be applied to the payment thereof at maturity.

The Trustee shall, if so directed in writing by the County, or the County, if no Trustee has been appointed, shall apply the moneys credited to the Bond Redemption Account for the retirement of the Term Bonds of a Series to the purchase of Bonds of such Series at a purchase price (including accrued interest and any brokerage or other charge) not to exceed the redemption price then applicable upon the mandatory redemption of those Bonds, plus accrued interest, in which event the principal amount of the Bonds required to be redeemed on the next ensuing mandatory redemption date shall be reduced by the principal amount of the Bonds purchased; provided, however, that no Bonds of the Series shall be purchased during the interval between the date on which notice of mandatory redemption of the Bonds is given and the mandatory redemption date set forth in the notice, unless the Bonds so purchased are Bonds called for redemption in the notice or are purchased from moneys other than those credited to the Bond Redemption Account.

The Trustee or the Finance Director, as applicable, shall keep and retain accurate records of application of each deposit of funds under this paragraph. The County or the Trustee, in the name and on behalf of the County, shall give notice of all redemptions in accordance with the provisions of **Article V** hereof. The accrued interest to be paid on the purchase or redemption of Bonds shall be paid from the Interest Account. All Bonds purchased or redeemed pursuant to this paragraph shall be cancelled and not reissued.

(iv) If, on any occasion when the payments required by paragraphs (i), (ii), and (iii), *supra*, are to be made, the sum total of the payments required by paragraphs (i), (ii), and (iii), *supra*, plus previous monthly payments and the remaining payments to be made prior to the next succeeding interest or principal and interest payment date, will not provide, together with any other funds in the Debt Service Fund to be applied to the payment of principal and interest, sufficient funds to meet the payment of the next succeeding installment of either principal (whether due at stated maturity or by mandatory redemption) or interest, or both, as the case may be, there shall be added to the payments to be made pursuant to paragraphs (i), (ii), and (iii), *supra*, with respect to any Series of Bonds, from the Accommodations Fee Revenue Fund and the account, if any, in the Debt Service Reserve Fund established with respect to that Series of Bonds, in that order, a sum equal to the deficiency; the effect of this subparagraph (iv) being to ensure that moneys in the Debt Service Fund and the Accommodations Fee Revenue Fund be applied equally and ratably to the payment of Bonds, without priority between Series, but that the moneys, if any, in the Debt Service Reserve Fund account established with respect to any Series of Bonds be applied solely to the payment of debt service on the Bonds of that Series.

(c) If at any time the amounts held in the funds established under this **Article VI** are sufficient to pay principal of, premium, if any, and interest on the Bonds then Outstanding to maturity or prior redemption, together with any amounts due the Trustee, the Trustee shall notify the County, and thereafter the Trustee or the County, if no Trustee has been appointed, shall apply the amounts in the funds to the payment of the principal of, premium, if any, and interest on the Bonds and any amounts due the Trustee and shall be required to pay over any excess moneys to the County.

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Section 6.04 Debt Service Reserve Fund.

(a) There is hereby established a Debt Service Reserve Fund to be maintained by the County or, if a Trustee has been appointed, in trust by the Trustee. The Series Ordinance providing for the issuance of each Series of Bonds may provide for the establishment of a separate account, if any, within the Debt Service Reserve Fund with respect to the applicable Series of Bonds, and, if so established, shall specify the applicable Debt Service Reserve Fund Requirement with respect to that Series of Bonds. The Debt Service Reserve Fund account established with respect to any Series of Bonds is intended to ensure the timely payment of the principal of and interest on the Bonds of that Series and to provide for the redemption of Bonds of that Series at or prior to their stated maturities. Moneys in the Debt Service Reserve Fund account established with respect to any Series of Bonds shall be used for the following purposes, and the Trustee is authorized to use such moneys for the following purposes, and for no other:

(i) To prevent a Default in the payment of the principal of or interest on the Bonds of that Series, by reason of the fact that moneys in the Debt Service Fund are insufficient for those purposes.

(ii) To pay the principal of, interest on, and redemption premium, if any, of the Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole.

(iii) To effect partial redemption of the Bonds of that Series, provided that the redemption be undertaken in accordance with the provisions of the Ordinance permitting a partial redemption of Bonds and the balance remaining in the Debt Service Reserve Fund account following the partial redemption shall not be less than the Debt Service Reserve Fund Requirement, if any, with respect to the Bonds of that Series Outstanding following the partial redemption.

(iv) To effect the retirement of Bonds of that Series through purchase under the conditions herein prescribed.

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(b) Whenever the market value of the cash and securities in the Debt Service Reserve Fund account established with respect to any Series of Bonds as determined by the Trustee or the County, if no Trustee has been appointed, in accordance with **Section 6.14** hereof shall exceed the Debt Service Reserve Fund Requirement, if any, with respect to that Series of Bonds, the excess may be used at the written direction of the Authorized Representative (i) to repurchase and retire Bonds of that Series at prices not exceeding the call price first to become available or then prevailing; (ii) subject to the provisions of paragraph (h) of this **Section 6.04**, transferred to the Debt Service Fund to be applied to the payment of debt service on that Series of Bonds; or (iii) with an approving opinion of Bond Counsel, transferred to the County and applied for any lawful purpose. Purchases of Bonds shall be effected by the County or if a Trustee has been appointed through the Trustee. Whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Trustee to cancel and destroy those Bonds and to deliver certificates evidencing that act to the County.

(c) Other than as provided in paragraphs (b), (e), (g) and (h) of this **Section 6.04**, withdrawals from the Debt Service Reserve Fund shall be made only to make available to the Trustee or if no Trustee has been appointed to be applied by the County, to effect payment of principal and interest and premium, if any, on the Bonds in accordance with this **Section 6.04**. Withdrawals shall be made not less than one (1) day nor more than five (5) days prior to the occasion when installments of principal and interest and premium, if any, become due or the applicable redemption or Bond purchase date, as applicable.

(d) Whenever the value of cash and securities (or the equivalent security permitted by Series Ordinance) in the Debt Service Reserve Fund account established with respect to any Series of Bonds as determined by the Trustee or the County, if no Trustee has been appointed, in accordance with **Section 6.14** hereof shall be less than the Debt Service Reserve Fund Requirement, if any, with respect to that Series of Bonds due to decline in market value or a withdrawal pursuant to **Section 6.04(a)(i),** there shall be deposited, from the Accommodations Fee Revenue Fund after the payments required under **Section 6.03** have been made into the Debt Service Fund on or before the fifteenth day of each month into the Debt Service Reserve Fund account in an amount which, together with equal, successive, monthly deposits in the same amount, will provide cash and securities in the Debt Service Reserve Fund account of a value not less than the Debt Service Reserve Fund Requirement with respect to that Series within twelve (12) months next succeeding the determination.

(e) In lieu of the deposit of moneys into the Debt Service Reserve Fund account established with respect to any Series of Bonds to meet the Debt Service Reserve Fund Requirement with respect to that Series, the County may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Trustee or the County or other party acceptable to the Purchaser if no Trustee has been appointed, for the benefit of the Holders of the Bonds meeting the standard set forth in the Series Ordinance authorizing that Series of Bonds. The amount of moneys required to be deposited to the Debt Service Reserve Fund account shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter of credit shall be payable (upon the giving of notice as required thereunder) on any interest payment date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund account and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund account.

(f) If the issuer of a surety bond, insurance policy, or letter of credit on deposit in the Debt Service Reserve Fund shall fail to meet the standard set forth with respect thereto in the Series Ordinance, the County shall use reasonable efforts to replace the surety bond, insurance policy, or letter of credit with one issued by an issuer having a rating as described, but shall not be obligated to pay, or commit to pay, increased fees, expenses, or interest in connection with the replacement or to deposit Accommodations Fee Revenues in the Debt Service Reserve Fund in lieu of replacing the surety bond, insurance policy, or letter of credit with another, except as may be provided in such Series Ordinance.

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(g) If the County obtains a surety bond, insurance policy, or letter of credit after the deposit of moneys to the Debt Service Reserve Fund account established with respect to any Series of Bonds, excess moneys shall be transferred to the Construction Fund established for that Series of Bonds, or if one does not exist, to the Debt Service Fund and applied to pay debt service on that Series of Bonds; provided that, if, in an opinion of Bond Counsel addressed to the Trustee, the excess moneys do not constitute "proceeds" within the meaning of Section 148(d) of the Code, they shall be transferred to the County for use by the County in any lawful purposes.

(h) Earnings on investment of moneys held in the Debt Service Reserve Fund account established with respect to any Series of Bonds, shall be credited to and become a part of such Debt Service Reserve Fund account.

Section 6.05 Tourism Facilities Capital, Operation and Maintenance Fund.

(a) There is hereby established the Tourism Facilities Capital, Operation and Maintenance Fund. Such fund shall be held and maintained by the County so long as any Bond remains Outstanding. The Tourism Facilities Capital, Operation and Maintenance Fund is intended to provide a source of funds for the operation and maintenance of tourism-related facilities within the County. Monies in the Tourism

Facilities Capital, Operation and Maintenance Fund may be expended only in accordance with Section 6-1-730(A) and Section 6-1-730(B) of the Code of Laws of South Carolina, 1976, as amended. The County shall in each annual budget provide for deposits to the Tourism Facilities Capital, Operation and Maintenance Fund, provided, however, that the County shall not budget for deposit to such fund Accommodations Fees in an amount which is greater than (i) 100% of the Accommodations Revenues deposited in the Accommodations Revenue Fund in the then-ending Fiscal Year minus (ii) that amount which is equal to 120% of all principal of and interest on Bonds and Junior Bonds which shall be due in the Fiscal Year to which such budget is applicable and (iii) the amount, if any, which must be deposited in the Debt Service Reserve Fund pursuant to **Section 6.04(d)** in the Fiscal Year to which such budget is applicable.

(b) In each month, but following the making of such monthly deposits as are required by **Sections 6.03(b)** and **6.04(d)** of this Ordinance, the County may deposit Accommodations Fee Revenues into the Tourism Facilities Capital, Operation and Maintenance Fund. The amount so deposited each month shall not exceed 1/12 of the amount budgeted for such Fund for the then-current Fiscal Year.

(c) The Finance Director shall keep and retain accurate records of the amount and application of each deposit of funds under this **Section 6.05**.

Section 6.06 Establishment of Construction Fund. There shall be created by each Series Ordinance (unless the sole purpose of the Bonds issued thereunder is to refund other obligations as further provided in **Section 3.04** herein) and established with the County, or, at the option of the County, the Trustee, a Construction Fund, the moneys in which shall be used to defray the Costs of the Project and Costs of Issuance with respect to the Projects financed.

Section 6.07 Deposits into Construction Fund. On the occasion of the delivery of any Series of Bonds, other than refunding Bonds, such proceeds, as specified in a Series Ordinance, shall be paid into the Construction Fund established for that Series as set forth in a Series Ordinance authorizing their issue.

Section 6.08 Withdrawals from Construction Fund. Withdrawals from the Construction Fund shall not be made except as provided in the Series Ordinance establishing the Construction Fund.

Section 6.09 Transfer of Surplus Construction Fund Moneys. All funds remaining in any Construction Fund established under a Series Ordinance upon completion of the Projects intended to be financed thereby shall be transferred to the Interest Account, Principal Account or Bond Redemption Account of the Debt Service Fund as directed in writing by the Authorized Representative and shall be used only to pay the principal of, premium, if any, and interest on the Bonds or Junior Bonds of the Series issued under the terms of the Series Ordinance or to acquire Outstanding Bonds of that Series at a price (exclusive of accrued interest) not exceeding the face amount thereof, or other lawful purpose.

Section 6.10 Investment of Funds.

(a) Any moneys held as part of any fund or account created under the Ordinance shall, at the written direction of and as specified by the Authorized Representative, be invested and reinvested by the Trustee or the Custodian of the fund, as the case may be, in Investment Obligations to the extent practicable. Any investments shall be held by or under the control of the Trustee or the Custodian of the fund, as the case may be, and shall be deemed at all times a part of those funds and the interest accruing thereon and any profit realized from investments shall be credited to the fund, and any loss resulting from investments shall be charged to the fund. The Trustee or the Custodian of the fund, as the case may be, is

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directed to sell and reduce to cash funds a sufficient amount of investments whenever the cash balance in the fund is insufficient to make any necessary transfers or withdrawals from the fund.

(b) No Investment Obligation in any fund or account may mature beyond the latest maturity date of any Bonds Outstanding at the time the Investment Obligation is deposited.

(c) The Authorized Representative may at any time give to the Trustee or the Custodian of the fund, as the case may be, written directions respecting the investment of any moneys required to be invested hereunder subject however to the provisions of this **Section 6.10** and the Trustee or the Custodian of the fund, as the case may be, shall then invest the money under this **Section 6.10** as so directed by the Authorized Representative. The Trustee or the Custodian of the fund, as the case may be, may request in writing direction or authorization of the Authorized Representative with respect to the proposed investment of money under the provisions of the Ordinance. Upon receipt of any request accompanied by a memorandum setting forth details of any proposed investment, the Authorized Representative will either approve the proposed investment or will give written directions to the Trustee or the Custodian of the fund, as the case may be, respecting the investment of the money and in the case of the directions, the Trustee or the Custodian of the fund, as the case may be, shall then, subject to the provisions of this **Section 6.10**, invest the money in accordance with the directions.

(d) The Authorized Representative may enter into or direct the Trustee to enter into financial product agreements with respect to the Construction Fund, the Debt Service Fund, the Junior Bond Debt Service Fund and the Debt Service Reserve Fund provided the proceeds thereof are used for Project Costs; and provided, such financial product agreements must be in form and content acceptable to the Trustee, if any, in its sole discretion and the Trustee may charge reasonable additional legal fees in connection therewith.

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Section 6.11 Trustee's and Custodian's Own Bond Department. Subject to **Section 6.10(a)**, the Trustee and any Custodian may make any and all investments permitted under **Section 6.10** through their respective bond departments.

Section 6.12 Trustee's and Custodian's Right to Rely. The Trustee and any Custodian may conclusively rely upon any investment directions given by the Authorized Representative within the limitations set forth hereinabove received pursuant to this **Article VI** and shall not be liable or responsible for (a) any diminution in the value of any investments made pursuant to this **Article VI** or for any loss arising from any sale or other disposition thereof, (b) any violation of any statute or of any policy or rules or regulations of or applicable to the County or of the Internal Revenue Service with respect to "arbitrage bonds," or (c) any requirement to rebate excess earnings earned on any funds established hereunder as provided under the Code.

Section 6.13 Pooled Investment of Moneys Held in Funds. The moneys in the funds established under the Ordinance may be pooled with each other for investment purposes.

Section 6.14 Valuation.

(a) For the purpose of determining the amount on deposit in any fund or account, Investment Obligations in which money in the fund or account is invested shall be valued at the market value of the obligations.

(b) The County or the Trustee, if a Trustee has been appointed, shall value the Investment Obligations in the funds and accounts held by the County or the Trustee, respectively, established under the Ordinance as of each June 30, within 45 days of that date. If a Trustee has been appointed, the County

shall value the Investment Obligations in all other funds and accounts established under the Ordinance as of each June 30, within 45 days of that date. In addition, the Investment Obligations held by the Trustee shall be valued by the Trustee at any time requested by the County on reasonable notice to the Trustee; provided, however, that the Trustee shall not be required to value the Investment Obligations more than once in any calendar quarter.

(c) For purposes of any valuation hereunder, the value of any surety bond, insurance policy, or letter of credit credited to the Debt Service Reserve Fund shall be the amount available to the Trustee or other beneficiary under the instrument as of the time of the calculation.

Section 6.15 Tax Covenant. No investment shall be made by the County of any of the funds set forth above which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code; provided, however, that this **Section 6.15** shall not prohibit the issuance of Bonds which are subject to federal income taxation upon their original issuance.

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ARTICLE VII
TRUSTEE AND CUSTODIANS

Section 7.01 Appointment of Trustee, Security of Funds.

So long as the Purchaser of the initial Series of Bonds issued under this Ordinance continues to be the Holder of all Outstanding Bonds issued hereunder, no Trustee is required to be appointed. The County may appoint a Trustee by adoption of a resolution at the request of the Purchaser.

Upon the appointment of a Trustee, the Trustee shall signify its acceptance of the powers, duties, and obligations conferred and imposed upon it by this Ordinance, by executing and delivering to the County a written acceptance thereof.

The Trustee, including any successor Trustee shall, at the time of appointment, be a bank or trust company which is a member of the Federal Reserve System with a capital stock, surplus and undivided profits aggregating in excess of Five Hundred Million Dollars ($500,000,000).

All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by the Ordinance. Unless the same be secured as trust funds in the manner provided by the regulations of the Comptroller of the Currency as from time to time in effect, all funds or securities in the custody of the Trustee, in excess of the amount of such deposit insured by the Federal Deposit Insurance Corporation, shall be secured and kept secured by direct obligations of the United States of a market value at least equal to the sum on deposit and not insured as aforesaid by the Federal Deposit Insurance Corporation.

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All securities which shall be given to secure any fund as required by the provisions of this Article shall be placed in the custody of a duly chartered bank, other than the Trustee, which is a member of the Federal Deposit Insurance Corporation. Such other bank shall have a capital stock, surplus and undivided profits aggregating in excess of $100,000,000.

Section 7.02 Duties and Obligations of the Trustee. Prior to the occurrence of any Event of Default and after the curing of all such Events of Default that may have occurred, the Trustee shall perform such duties and only such duties of the Trustee as are specifically set forth in this Ordinance and no implied covenants or obligations shall be read into this Ordinance against the Trustee. The duties and obligations of the Trustee are further subject to the following terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay reasonable compensation to all attorneys, agents, receivers, and employees as may be reasonably employed in connection with the trusts hereof. The Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by the Trustee. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the County) except that with respect to matters involving the exemption from federal income taxes of the interest on the Bonds, any attorneys shall be Bond Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non action in good faith in reliance upon the opinion or advice.

(b) The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the County, and the Trustee shall not be deemed to have made any representation as to the correctness

of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

(c) The Trustee may become the owner of Bonds, secured hereby with the same rights which it would have were it not Trustee. The Trustee may also engage in or be interested in any financial or other transaction with the County.

(d) The Trustee shall be protected in acting under the Ordinance upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to the Ordinance upon the request or authority or consent of any person who at the time of making the request or giving the authority or consent is the Holder of any Bond, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds issued in exchange therefor or in place thereof, regardless of whether or not any notation of making the request or giving the authority or consent is made on the Bond.

(e) As to the existence or non-existence of any act or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the County by the Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a Default of which the Trustee has been notified as provided in subsection (f) of this **Section 7.02**, or of which by that subsection it is deemed to have notice, may also accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may, at its discretion, obtain any further evidence deemed necessary or advisable, but shall in no case be bound to obtain it. The Trustee may accept a certificate of the Clerk under the seal of the County to the effect that an ordinance in the form therein set forth has been enacted by the Council as conclusive evidence that the ordinance has been duly enacted and is in full force and effect.

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(f) The Trustee shall not be required to take notice or be deemed to have notice of any Default hereunder except failure by the County to cause to be made any of the payments to the Trustee required to be made by **Article VI** hereof, unless the Trustee shall be specifically notified in writing of the Default by the County, or by the Holders of at least twenty five percent (25%) in aggregate principal amount of all Bonds then Outstanding and all notices or other instruments required by the Ordinance to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee or at any other address as set forth in a Series Ordinance, and in the absence of notice delivered, the Trustee may conclusively assume there is no Default except as aforesaid.

(g) The Trustee shall not be required to give any bond or surety in respect to the execution of the trusts and powers or otherwise in respect of the premises.

(h) Before taking any action hereunder (with the exception of any required acceleration of Bonds pursuant to **Section 10.02** hereof and any notice required to be given pursuant to **Section 7.04** hereof), the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(i) The Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Bondholders under any provision of this Ordinance

relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Ordinance.

(j) Whenever in the administration of this Ordinance the Trustee deems it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence thereof is specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate of an Authorized Representative.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Ordinance and final payment of the Bonds.

Section 7.03 Fees, Charges, and Expenses of Trustee. The Trustee shall be entitled to payment or reimbursement for reasonable fees for its services rendered hereunder, and all advances, counsel fees, and other expenses reasonably and necessarily made or incurred by the Trustee in connection with its services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided, that if extraordinary services or extraordinary expenses are occasioned by the willful neglect or default of the Trustee, it shall not be entitled to compensation or reimbursement therefor.

Section 7.04 Notice to Bondholders if Default Occurs. If a Default occurs of which the Trustee is by **Section 7.02(f)** hereof required to take notice or if notice of Default be given as in **Section 7.02(f)** provided, then the Trustee shall give such notice to the County and the Trustee may give written notice thereof by first class mail to the last known Holders of all Bonds then Outstanding shown by the Books of Registry.

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Section 7.05 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any conversion, sale, merger, consolidation, or transfer to which it is a party, *ipso facto*, subject to the approval of the County, shall be and become successor Trustee hereunder and vested with all powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.06 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving ninety (90) days written notice to the County, and by first class mail to each Holder of Bonds then Outstanding shown by the Books of Registry, and the resignation shall take effect upon the appointment of a successor Trustee or successor temporary Trustee by the Bondholders or by the County. The notice to the County may be served personally or sent by registered or certified mail.

Section 7.07 Removal of the Trustee. The Trustee may be removed at any time after thirty (30) days' notice either (a) by an instrument or concurrent instruments in writing delivered to the Trustee and to the County and signed by the Holders of a majority in aggregate principal amount of all Bonds then Outstanding, or (b) unless a Default has occurred and is continuing, by written direction of the Authorized Representative of the County delivered to the Trustee.

Section 7.08 Appointment of Successor Trustee by the County or the Bondholders. In case the Trustee 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 may be appointed (a) by the County so long as the Bonds are not in Default, or (b) by the Holders of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by the Holders, or by their attorneys in fact, duly authorized. Every Trustee appointed pursuant to the provisions of this **Section 7.08** must meet all the requirements of **Section 7.01** hereof.

Section 7.09 Concerning Any Successor Trustee.

(a) Upon acceptance of appointment by the successor Trustee as provided in this **Section 7.09**, the County shall give notice of the succession of the Trustee to the trusts hereunder by first class mail to the Holders at the addresses shown on the Books of Registry. Each Trustee appointed hereunder shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance as Trustee by executing and delivering to the County a written acceptance of its duties and obligations.

(b) Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the County an instrument in writing accepting appointment hereunder, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessor; but the predecessor shall, nevertheless, on the written request of the County, or of its successor, and upon payment of all amounts due the predecessor pursuant to **Section 7.03** hereof, execute and deliver an instrument transferring to the successor Trustee all the estates, properties, rights, powers, and trusts of the predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the County be required by any successor Trustee for more fully and certainly vesting in the successor the estate, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any instruments in writing, shall, on request, be executed, acknowledged, and delivered by the County. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this **Article VII**, shall be filed or recorded by the successor Trustee in each recording office where the Ordinance shall have been filed or recorded.

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Section 7.10 Trustee Protected in Relying upon Ordinances, Etc. The ordinances, resolutions, opinions, certificates, and other instruments provided for in the Ordinance may be accepted by the Trustee as conclusive evidence of the acts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the release of property, the withdrawal of cash, and the taking or refusing to take any other action hereunder.

Section 7.11 Successor Trustee as Trustee of Funds, Paying Agent, and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be trustee of the fund of which it is trustee, and paying agent for principal of and interest and premium, if any, on the Bonds and bond registrar, and the successor Trustee shall become such trustee, paying agent, and registrar, as the case may be.

Section 7.12 Appointment of Custodians. The Council may appoint a bank, trust company, national banking association, or national association as Custodian of the Accommodations Fee Revenue Fund, if any, and the Custodian shall signify its acceptance of the powers, duties, and obligations conferred and imposed upon it by the Ordinance by executing and delivering to the County a written acceptance thereof.

Section 7.13 Duties and Obligations of Custodians. The recitals of fact made in the Ordinance and in the Bonds shall be taken as statements of the County, and no Custodian shall be deemed to have made any representation as to their correctness, nor shall any Custodian be deemed to have made any representation whatsoever as to the validity or sufficiency of the Ordinance or of the Bonds issued hereunder, nor shall any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, nor shall any Custodian 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 response to the Ordinance, or the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction, nor shall any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 7.14 Custodians Protected in Relying Upon Ordinances, Etc. All Custodians shall at all times be protected in acting upon any action, ordinance, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 7.15 Resignation of Custodians. Any Custodian may at any time resign and be discharged of its duties and obligations hereunder by giving to the County written notice of such resignation, specifying a date (not less than ninety (90) days after the notice) when the resignation shall take effect, and by written notice thereof to the Trustee. The resignation shall take effect upon the date specified in the notice unless previously a successor shall have been appointed, as hereinafter provided, in which event, the resignation shall take effect immediately upon the appointment and qualification of the successor.

Section 7.16 Removal of Custodians. Any Custodian may be removed at any time by the County or by the Holders of not less than fifty percent (50%) of the principal amount of the Bonds at that time Outstanding. In the event any Custodian is removed pursuant to the provisions of this **Section 7.16**, notice thereof shall be given by the County to the Trustee.

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Section 7.17 Appointment of Successor Custodians.

(a) In case any Custodian shall resign or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by the County. The successor shall, in all instances, be a bank, trust company, national banking association, or a national association, and shall have a combined capital and surplus of not less than $100,000,000.

(b) Immediately following the appointment, the County shall give written notice of the appointment to the Trustee.

(c) If, in a proper case, no appointment of a successor Custodian shall be promptly made pursuant to paragraph (a) above, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and the court may thereupon, after any notice as the court may prescribe, appoint a successor.

Section 7.18 Concerning Any Successor Custodians. Any successor Custodian appointed as provided hereunder shall execute and deliver to its predecessor, the Trustee and the County a written acceptance of appointment and, thereupon, the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of its predecessor hereunder, with the same effect as if originally named as Custodian, and its predecessor shall

be obligated to pay over, transfer, assign, and deliver all moneys, securities, or other property held by it to its successor, and, on the written request of the County, the Trustee, or the successor, shall execute, acknowledge, and deliver all instruments of conveyance and further assurance and do all other things as may be reasonably required for the vesting and confirming in the successor all the right, title, and interest of the predecessor in and to any property held by it.

Section 7.19 Merger of Custodians. Any bank or trust company into which any Custodian may be merged or with which it may be consolidated, or any bank or trust company resulting from any merger or consolidation to which it shall be a party, or any bank or trust company to which any Custodian may sell or transfer all or substantially all of its business, if the County approves, shall become the successor without the execution or filing of any paper or the performance of any other act.

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ARTICLE VIII
COVENANTS

Section 8.01 Condition of County's Obligation; Payment of Principal and Interest.

(a) Each and every covenant herein made, including all covenants made in the various sections of this **Article VIII**, is predicated upon the condition that any obligation for the payment of money incurred by the County shall not create a pecuniary liability of the County or a charge upon its general credit, but shall be payable solely from the Accommodations Fee Revenues which are required to be set apart and transferred to the Debt Service Fund and the Debt Service Reserve Fund, which Accommodations Fee Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent in the Ordinance specified and nothing in the Bonds or in the Ordinance shall be considered as pledging any other funds or assets of the County other than the Accommodations Fee Revenues.

(b) The Bonds, together with interest thereon, shall be limited obligations of the County payable solely from Accommodations Fee Revenues required to be set apart and transferred to the Accommodations Fee Revenue Fund for deposit to the Debt Service Fund and the Debt Service Reserve Fund, if any, and shall be a valid claim of the respective Holders thereof only against the Accommodations Fee Revenues to the extent provided in paragraph (a) of this **Section 8.01**. The Accommodations Fee Revenues are hereby pledged and assigned for the equal and ratable payment of the Bonds and shall be used for no other purposes than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Ordinance. The Bonds do not now and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation (other than Article X, Section 14, Paragraph 10 of the State Constitution authorizing obligations of political subdivisions payable solely from special sources not involving revenue from any tax or license), and shall never constitute nor give rise to a pecuniary liability of the County or a charge against the general credit or taxing powers of the County, the State or any of its agencies or political subdivisions. No recourse shall be had for the payment of the Bonds, or interest thereon, or any part thereof, against the several funds of the County, except from the Accommodations Fee Revenues in the manner and to the extent provided in the Ordinance. The Bonds, and interest thereon, shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts, or revenues of the County other than the Accommodations Fee Revenues that have been pledged to the payment thereof.

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Section 8.02 Performance of Covenants; Authority of the County. The County covenants that it will faithfully perform at all times all covenants, undertakings, stipulations and provisions contained in the Enabling Act, in the Ordinance, in the Bonds executed, authenticated, and delivered hereunder, and in all proceedings pertaining thereto. The County covenants that it is duly authorized under the Constitution and laws of the State to issue the Bonds authorized hereby, to enact the Ordinance, and to pledge the Accommodations Fee Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the enactment of the Ordinance has been duly and effectively taken; and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable obligations of the County according to the import thereof.

Section 8.03 Inspection of Accommodations Fee Revenue Records and Projects. The County covenants and agrees that all books and documents in its possession relating to the Accommodations Fee Revenues and Projects shall at all times be open to inspection during normal business hours by any accountants or other agents as the Trustee or the Purchaser may from time to time designate.

Section 8.04 Maintenance of Accommodations Fee Imposition. The County hereby covenants that so long as any Bond or Junior Bond remains Outstanding hereunder, it will continue to impose the Accommodations Fee in accordance with the law of the State.

Section 8.05 Fiscal Year. Until changed to a different twelve-month period by the Council or by law, the County shall be operated on the basis of a Fiscal Year, which commences on the first day of July of each year and ends on the 30th day of June of the following year.

Section 8.06 Annual Audited Financial Statements and Certificates. The County shall provide the Trustee or the Bondholders, if no Trustee has been appointed, within one hundred twenty (120) days after the close of the Fiscal Year a copy of its audited financial statements during the Fiscal Year.

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ARTICLE IX
DEFEASANCE OF BONDS

Section 9.01 Defeasance of Bonds.

(a) If all of the Bonds issued pursuant to the Ordinance shall have been paid and discharged, then the obligations of the County under the Ordinance, the pledge of the Accommodations Fee Revenues made hereby, and all other rights granted hereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this **Article IX** under each of the following circumstances:

(i) If the Trustee, or a Custodian, if no Trustee has been appointed, shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Trustee or a Custodian, if no Trustee has been appointed, shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of the payment; or

(iii) If the County shall elect to redeem Bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided by **Section 5.03** hereof, and shall have deposited with the Trustee, or a Custodian maintaining corporate trust powers, if no Trustee has been appointed, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer thereof prior to the date of redemption of the Bonds to be defeased, the principal of and interest on which, when due, will provide moneys, which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on and prior to the redemption date or dates, as the case may be; or

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(iv) If there shall have been deposited with the Trustee, or a Custodian maintaining corporate trust powers, if no Trustee has been appointed, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, or of the State or its political subdivisions, the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv) of subsection (a), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Trustee or Custodian have been paid in full at that time.

Section 9.02 Deposit of Moneys. Any moneys which at any time shall be deposited with the Trustee or Custodian by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Trustee or the Custodian in trust for the respective Holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Holders of the Bonds shall no

longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Trustee or escrow agent to deposit the funds in the Accommodations Fee Revenue Fund.

Section 9.03 Election to Redeem Bonds. The County covenants and agrees that any moneys which it shall deposit with the Trustee or Custodian shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this **Article IX**, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee, if any, to cause notice of redemption to be given in its name and on its behalf.

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ARTICLE X
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 10.01 Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an ***"Event of Default"*** or ***"Default"***:

(a) Failure to pay when due any interest on any Bond; or

(b) Failure to pay when due the principal of any Bond (or premium, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon any mandatory redemption date; or

(c) Subject to the provisions of **Section 10.10**, failure in the performance or observance of any other of the covenants, agreements, or conditions on the part of the County in the Ordinance or in the Bonds contained; or

(d) If a court having jurisdiction over the premises shall enter a decree or order for relief in respect of the County in an involuntary case under any applicable bankruptcy, insolvency, reorganization, or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the County or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the decree or order shall remain unstayed and in effect for a period of ninety (90) consecutive days; or

(e) If the County shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization, or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the County or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, shall admit in writing its inability to pay its debts that become due, or shall take any action in furtherance of any of the foregoing.

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Section 10.02 Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the County, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and the principal and interest shall thereupon become and be immediately due and payable. Upon the occurrence of an Event of Default, if no Trustee has been appointed, the Bonds may be declared immediately due and payable by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding.

Section 10.03 Additional Remedies.

(a) Upon the happening and continuance of any Event of Default, the Holders of not less than fifty-one percent (51%) of the Outstanding Bonds, if no Trustee has been appointed, and if a Trustee has been appointed, the Trustee may, and upon the written request to the Trustee of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall, take one or more of the following actions as it may deem advisable:

(i) By mandamus or other suit, action, or proceedings at law or in equity, enforce the rights of the Bondholders against the County, and any of its officers, agents, and employees, and require and compel the County, or any officer, agent, or employee to perform and carry out its or his duties and obligations under the Enabling Act and the Ordinance and its or his covenants or agreements with the Bondholders;

(ii) By action or suit in equity, require the County and the Council to account as if they were the trustee of an express trust;

(iii) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; and

(iv) Bring suit upon the Bonds.

(b) Upon the occurrence of an Event of Default, the Trustee or the requisite Holders as provided in subsection (a) above shall have the power to proceed with any right or remedy granted by the Constitution and laws of the State, as it or they may deem best, including any suit, action, or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Trustee or such requisite Holders shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law. The rights herein specified are to be cumulative to all other available rights, remedies, or powers and shall not exclude any such rights, remedies, or powers.

Section 10.04 Rights of Bondholders.

(a) If an Event of Default shall have occurred, and if requested to do so by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in **Section 7.02(h)** hereof, the Trustee shall be obliged to exercise one or more of the rights and powers conferred by this **Article X** as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

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(b) No remedy by the terms of the Ordinance conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(c) No delay or omission in exercising any right or power accruing upon any Default or Event of Default shall impair any right or power or shall be construed to be a waiver of any Default or Event of Default or acquiescence therein and every right and power may be exercised from time to time and as often as may be deemed expedient.

(d) No waiver of any Default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 10.05 Application of Moneys Upon Default.

(a) If an Event of Default shall happen and shall not have been remedied, the County, upon demand of the Trustee or the Bondholder, if no Trustee has been appointed, shall pay or cause to be paid over to the Trustee or Bondholder:

(1) forthwith, all moneys and securities then held by the County which are credited to any account or fund under this Ordinance (specifically including any moneys and securities in the Accommodations Fee Revenue Fund, in any construction fund created with proceeds of Bonds if construction of the Projects to be paid for thereby has been completed or terminated but exclusive of any amounts remaining in such construction fund that are in dispute between the County and any contractor); and

(2) as promptly as practicable after receipt thereof, all Accommodations Fee Revenues.

(b) All moneys received by the Trustee or the Bondholder pursuant to any right given or action taken under the provisions of this **Article X** shall, after payment of the costs and expenses of the proceedings resulting in the collection of the moneys and of the expenses, liabilities, and advances incurred or made by the Trustee or the Bondholders, be applied as follows:

(1) unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) *first*, to the payment of the persons entitled thereto of all installments of interest on Bonds then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference;

(ii) *second*, to the payment to the persons entitled thereto of the unpaid principal (and redemption premium, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference; or

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(2) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds;

(3) to the issuers of any surety bond, insurance policy, or letter of credit on deposit in the Debt Service Reserve Fund ratably according to any reimbursement agreements between such issuers and the County;

After payment of all amounts provided above, any amounts in the Junior Bond Debt Service Fund shall be applied in the same order as above but only to the Holders of Junior Bonds.

(c) Whenever moneys are to be applied pursuant to the provisions of this **Section 10.05**, the moneys shall be applied at the times, and from time to time, as the Trustee or the Bondholders holding at least fifty-one percent (51%) of the Bonds Outstanding, if no Trustee has been appointed, shall determine, having due regard to the amount of moneys available for application in the future. Whenever the Trustee

or the requisite number of Bondholders required above shall apply funds, the Trustee or such Bondholders shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which application is to be made and upon that date interest on the amounts of principal to be paid on that date shall cease to accrue. The Trustee shall give notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any date, and shall not be required to make payment to the Holder of any Bond until it shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(d) Whenever all principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this **Section 10.05** and all expenses and charges of the Trustee shall have been paid, any balance remaining in the Debt Service Fund shall be paid to the County.

Section 10.06 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under the Ordinance or under any of the Bonds may be enforced by the Trustee or the requisite number of Bondholders required above without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the equal benefit of the Holders of the Bonds then Outstanding.

Section 10.07 Rights and Remedies of Bondholders. No Bondholder, other than Holders of at least fifty-one percent (51%) of the Bonds Outstanding if no Trustee has been appointed, shall have the right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Ordinance or for the execution of any trust hereof or for the appointment of a receiver or for any other remedy hereunder, unless all of the following conditions have first been satisfied: (i) a Default has occurred of which the Trustee has been notified as provided in **Section 7.02(f)** hereof, or of which by that subsection it is deemed to have notice, (ii) the Default shall occur and the Holders of at least fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute action, suit, or proceeding in its own name, (iii) the Trustee has been offered indemnity as provided in **Section 7.02(h)** hereof, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its, his, or their own name or names; and the notification, request, and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of the Ordinance, and to any action or cause of action for the enforcement of this Ordinance, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of the Ordinance by its, his, or their action or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Holders of all Bonds then Outstanding. Nothing in the Ordinance contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the County to pay, but only from the Accommodations Fee Revenues, the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time, place, from the source, and in the manner provided in the Bonds.

Section 10.08 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under the Ordinance by the appointment of a receiver, by entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then the County and the Trustee shall be restored to their former positions and rights

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hereunder, and all rights and remedies and powers of the Trustee shall continue as if no proceedings had been taken.

Section 10.09 Waivers of Events of Default. If no Trustee has been appointed, the Holder of a majority in aggregate principal amount of all Bonds Outstanding, and if the Trustee has been appointed, the Trustee may and shall waive any Event of Default hereunder and its consequences upon the written request of the Holders of a majority in aggregate principal amount of all Bonds then Outstanding; provided, however, that there shall not be waived any Default in the payment of (i) the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or (ii) any interest when due on any Bond, unless prior to the waiver, all arrears of interest, with interest at the rate of interest borne by the Bonds on overdue installments of interest, and all arrears of payments of principal then due (whether at the stated maturity thereof or upon proceedings for redemption) with interest as aforesaid on the arrears, and all expenses of the Trustee in connection with the Default shall have been paid or provided for, and in case of any waiver, or in case any proceeding taken by the Trustee on account of any Default shall have been discontinued or abandoned or determined adversely, then the County, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no waiver shall extend to any subsequent or other Default, or impair any right consequent thereon.

Section 10.10 Notice of Defaults; Opportunity of the County to Cure Defaults. No event under **Section 10.01(c)** hereof shall constitute an Event of Default until actual notice of the Default by registered or certified mail shall be given by the Trustee or by the Holders of not less than fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding to the County, and the County shall have had thirty (30) days after receipt of the notice to correct the Default or cause it to be corrected, and shall not have corrected it or caused it to be corrected within the applicable period; provided, however, if the Default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the County as the case may be, within the applicable period, is diligently pursued, and the Default is corrected within ninety (90) days after the notice hereinabove specified has been received.

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ARTICLE XI
AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 11.01 Amending and Supplementing of Ordinance Without Consent of Holders of Bonds.

(a) The Council, from time to time and at any time and without the consent or concurrence of any Holder of any Bond, may enact a Supplemental Ordinance, provided the provisions of thereof shall not materially adversely affect the rights of the Holders of the Bonds then Outstanding, for any one or more of the following purposes:

(1) To make any changes or corrections in the Ordinance as to which the County and the Trustee if such has been appointed shall have been advised by counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in the Ordinance, or to insert in the Ordinance provisions clarifying matters or questions arising under the Ordinance as are necessary or desirable;

(2) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

(3) To surrender any right, power, or privilege reserved to or conferred upon the County by the terms of the Ordinance;

(4) To confirm as further assurance any lien, pledge, or charge or the subjection of the Accommodations Fee Revenues to any lien, pledge, or charge, created or to be created by the provisions of the Ordinance;

(5) To grant or confer upon the Bondholders any additional right, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them, or to grant to or to confer upon the Trustee for the benefit of the Holders of the Bonds any additional rights, duties, remedies, powers, authority, or security;

(6) To modify any of the provisions of the Ordinance in any other respects provided that the modification shall not be effective until after the Bonds Outstanding at the time the Supplemental Ordinance is enacted shall cease to be Outstanding, or until the Holders thereof consent thereto pursuant to **Section 11.02** hereof, and any Bonds issued subsequent to any modification shall contain a specific reference to the modifications contained in the Supplemental Ordinance; and

(7) To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds.

(b) The County shall not enact any Supplemental Ordinance authorized by the foregoing provisions of this **Section 11.01** unless in the opinion of counsel addressed to the Trustee and the County (which opinion may be combined with the opinion required by **Section 11.04** hereof) the enactment of the Supplemental Ordinance is permitted by the foregoing provisions of this **Section 11.01** and the provisions of the Supplemental Ordinance do not adversely affect the rights of the Holders of the Bonds then

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Outstanding and will not affect the tax status of any Bonds then Outstanding, the interest on which is not subject to federal or State income taxation.

Section 11.02 Amending and Supplementing of Ordinance With Consent of Holders of Bonds.

(a) With the consent of the Holders of not less than a majority in principal amount of the Bonds then Outstanding, the Council from time to time and at any time may enact an Ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Ordinance, or modifying or amending the rights and obligations of the County under the Ordinance, or modifying or amending in any manner the rights of the Holders of the Bonds then Outstanding; provided, however, that, without the specific consent of the Holder of each Bond which would be affected thereby, no Supplemental Ordinance amending or supplementing the provisions hereof or thereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the Holders of which are required to consent to any Supplemental Ordinance amending or supplementing the provisions of the Ordinance; (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby other than authorized Series with respect to Junior Bonds; (iv) authorize the creation of any pledge of the Accommodations Fee Revenues, prior, superior, or equal to the pledge of and lien and charge thereon created herein for the payment of the Bonds; or (v) deprive any Holder of the Bonds of the lien on the Accommodations Fee Revenues afforded by the Ordinance. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Holders of the Bonds of the enactment of any Supplemental Ordinance authorized by the provisions of **Section 11.01** hereof.

(b) It shall not be necessary that the consents of the Holders of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the Supplemental Ordinance effecting the amending or supplementing hereof pursuant to this **Section 11.02**. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of any amendment or supplement, of the amendment or supplement postage prepaid, to each Holder of Bonds then Outstanding at his address appearing upon the Books of Registry and to the Trustee, but failure to mail copies of the notice to any of the Holders shall not affect the validity of the Supplemental Ordinance effecting the amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of the Ordinance authorized by **Section 11.01** hereof. No action or proceeding to set aside or invalidate any Supplemental Ordinance or any of the proceedings for its enactment shall be instituted or maintained unless the action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

(c) The County shall not enact any Supplemental Ordinance authorized by the foregoing provisions of this **Section 11.02** unless in the opinion of counsel addressed to the Trustee, if any, and the County (which opinion may be combined with the opinion required by **Section 11.04** hereof) the enactment of the Supplemental Ordinance is permitted by the foregoing provisions of this **Section 11.02** and the provisions of the Supplemental Ordinance do not adversely affect the rights of the Holders of the Bonds then Outstanding and will not affect the tax status of any Bonds then Outstanding, the interest on which is not subject to federal or State income taxation.

Section 11.03 Notation Upon Bonds; New Bonds Issued Upon Amendments. Bonds delivered after the effective date of any action taken as provided in this **Article XI** may bear a notation as

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to the action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the Holder of any Bond Outstanding after the effective date and upon the presentation of the Bond for that purpose at the office of the Trustee, or if no Trustee is appointed, the Clerk, and at any additional offices as the County may select and designate for that purpose, a suitable notation shall be made on the Bond. If the County shall determine, new Bonds, modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this **Article XI**, shall be prepared, executed, and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged without cost to the Holder for Bonds then Outstanding, upon surrender of the Outstanding Bonds.

Section 11.04 Effectiveness of Supplemental Ordinance. Upon the enactment (pursuant to this **Article XI** and applicable law) by the Council of any Supplemental Ordinance amending or supplementing the provisions of the Ordinance and the delivery to the Trustee of an opinion of Bond Counsel that the Supplemental Ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon any later date as may be specified in the Supplemental Ordinance, (a) the Ordinance and the Bonds shall be modified and amended in accordance with the Supplemental Ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under the Ordinance of the County, the Trustee, and the Holders of the Bonds shall thereafter be determined, exercised, and enforced under the Ordinance subject in all respects to the modifications and amendments, and (c) all of the terms and conditions of any Supplemental Ordinance shall be a part of the terms and conditions of the Bonds and of the Ordinance for all purposes.

Section 11.05 Series Ordinance Affecting Trustees. No Supplemental Ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Trustee appointed by or pursuant to the provisions of the Ordinance may be enacted by the Council or be consented to by the Holders of the Bonds without written consent of the Trustee affected thereby.

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ARTICLE XII
MISCELLANEOUS

Section 12.01 Benefits of Ordinance Limited to the County, the Trustee, and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from the Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Trustee, and the Holders of the Bonds, any legal or equitable right, remedy, or claim under or by reason of or in respect to the Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Trustee, and the Holders from time to time of the Bonds as herein and therein provided.

Section 12.02 Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties, and agreements contained in the Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 12.03 No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in the Ordinance or the Bonds, against any member of the Council, any officer or employee, in his individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every member, officer, and employee is, by the enactment of the Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of the Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the County under the provisions contained in this **Section 12.03** shall survive the completion of any Project and the termination of any Ordinance.

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Section 12.04 Effect of Saturdays, Sundays and Legal Holidays. Whenever the Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the action shall be taken on the first business day occurring thereafter. Whenever in the Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the time shall continue to run until midnight on the next succeeding business day.

Section 12.05 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in the Ordinance on the part of the County, the Trustee, the Custodian or any paying agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then the covenant or covenants, or the agreement or agreements, or the portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in the Ordinance and the invalidity

thereof shall in no way affect the validity of the other provisions of the Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of the Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.06 Law and Place of Enforcement of the Ordinance. The Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of the Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 12.07 Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of the Ordinance.

Section 12.08 Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

Section 12.09 Effectiveness of this Ordinance. This Ordinance shall become effective upon its enactment provided, however, that it shall not be necessary for the County to establish the funds and accounts created in **Article VI** hereof prior to the issuance of any Bonds.

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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

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

CERTIFIED COPY OF ORDINANCE

I, , the undersigned, Clerk to the Florence County Council (the "***Council***"), the governing body of Florence County, South Carolina (the "***County***"), **DO HEREBY CERTIFY**:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance enacted by the Council on November 19, 2015. The Ordinance was read at three public meetings of the Council on three separate days, August 20, 2015, October 15, 2015, and November 19, 2015. An interval of at least six days occurred between each reading of the Ordinance. At each such meeting, a quorum of the Council was present and remained present throughout the meeting.

The meetings held on August 20, 2015, October 15, 2015, and November 19, 2015, were duly called regular meetings of the Council. As required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, a notice of said meeting (including the date, time, and place thereof, as well as an agenda) was posted prominently in the City-County Complex of the County at least twenty-four hours prior to said meeting. In addition, the local news media and all persons requesting notification of meetings of the Council were notified of the time, date, and place of such meeting, and were provided with a copy of the agenda therefor at least twenty-four hours in advance of such meeting.

The original of the Ordinance is duly entered in the permanent records of the County, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this _____ day of November, 2015.

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(SEAL)

Clerk to Council, Florence County,
South Carolina

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Second Reading of Ordinance No. 09-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:
(An Ordinance Providing For The Issuance And Sale Of Not Exceeding Eighteen Million Dollars ($18,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2015 And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. The Florence City-County Civic Center has a need to expand to add meeting room space in order to attract additional conferences and conventions.
2. In order to fund this expansion, accommodation fee revenue bonds will need to be issued.
3. This ordinance is for the issuance of $18,000,000 in accommodations fee revenue bonds which will fund this expansion.

FUNDING FACTORS:

1. The County's portion of the annual payments on this new bond will be funded by the 3% local accommodations fee.

OPTIONS:

1. ***(Recommended)*** Approve Second Reading of Ordinance No. 09-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 09-2015/16

Sponsor(s)	: Finance	
First Reading	: August 20, 2015	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Public Hearing	: October 15, 2015	
Second Reading	: October 15, 2015	
Third Reading	: November 19, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 09-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

2015 SERIES ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHTEEN MILLION DOLLARS ($18,000,000) ACCOMMODATIONS FEE REVENUE BONDS OF FLORENCE COUNTY TO BE DESIGNATED SERIES 2015 AND OTHER MATTERS RELATING THERETO.

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DM: 4202671 v.2

BE IT ORDAINED by the Florence County Council (the ***"Council"***), the governing body of Florence County, South Carolina (the ***"County"***):

Section 1. Findings of Fact.

As an incident to the enactment of this ordinance, and the issuance of the Bond provided for herein, the Council finds that the facts set forth in this Section 1 exist and the following statements are in all respects true and correct:

(a) Pursuant to Ordinance 24-94/95 enacted June 15, 1995, the County imposes a Local Accommodations Fee pursuant to Article 5 of Chapter 1 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

(b) On November 19, 2015, the Council adopted a General Bond Ordinance (the ***"General Bond Ordinance"***) providing for the issuance of Accommodations Fee Revenue Bonds.

(c) Council has determined that it is in the best interests of the County that it acquire, construct, furnish, and equip improvements to and expansion of the Florence Civic Center (the "***Improvements***"). The estimated cost of the Improvements, as well as capitalized interest with respect to the Series 2015 Bonds, from the Date of issuance of the Series 2015 Bonds through May 1, 2018, together with certain costs of issuance with respect to the Series 2015 Bond (as hereinafter defined), is approximately $18,000,000.

(d) As previously determined in the General Bond Ordinance, Council has, after due investigation, determined that the Improvements are capital projects that attract tourists within the meaning of Section 6-1-760, inasmuch as such improvements are designed, marketed, and used in such fashion to attract regional and state-wide tourism to the County.

(e) Council has therefore determined to enact this ordinance as a Series Ordinance as provided in Article III of the General Bond Ordinance for the purpose of authorizing the issuance and sale of the Series 2015 Bonds (as hereinafter defined).

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Section 2. Definitions. The terms defined above and in this Section 2 and all words and terms defined in the General Bond Ordinance, shall for all purposes of this 2015 Series Ordinance have the respective meanings given to them in the Ordinance and in this Section 2.

"2015 Construction Fund" shall mean the Fund established in accordance with Section 6.06 of the General Bond Ordinance for the purposes prescribed for a Construction Fund in the General Bond Ordinance.

"2015 Debt Service Reserve Fund Account" shall mean an account that may be created with respect to the Series 2015 Bond pursuant to Section 6.04 of the General Bond Ordinance and Section 5(b) of this 2015 Series Ordinance.

"2015 Debt Service Reserve Requirement" shall mean, in the event the 2015 Debt Service Reserve Fund Account is established with respect to the Series 2015 Bond and as of any date of calculation, the least of (a) the sum of the greatest remaining annual principal and interest requirement for the then-current and each future Fiscal Year with respect to the Series 2015 Bond or (b) the sum of ten percent (10%) of the proceeds (excluding accrued interest) from the sale of the Series 2015 Bond at the time of issuance of such

Series or (c) the sum of one hundred twenty-five percent (125%) of the average annual principal and interest requirement for the then-current and each future Fiscal Year with respect to the amount of the Series 2015 Bond Outstanding or (d) the maximum amount permitted by the Code to be funded with proceeds of the Series 2015 Bond and to be invested without restriction as to yield.

"2015 Project" shall mean the acquisition, construction, furnishing and equipping of the Improvements.

"2015 Series Ordinance" shall mean this Ordinance, by which the issuance of the Series 2015 Bond is authorized.

"Bond Payment Date or Dates" shall mean, with respect to the Series 2015 Bonds, each May 1 and November 1 until the principal of the Series 2015 Bond has been paid in full; provided, however, that an alternative Bond Payment Date or Dates may be established by the Chairman of Council pursuant to Section 3(a) hereof.

"Improvements" shall mean the Improvements described in Section 1(c) hereof.

"Purchaser" shall mean the financial institution purchasing the Series 2015 Bonds as a result of the sale thereof pursuant to Section 4(a) of this 2015 Series Ordinance, its successors or assigns.

"Series 2015 Bond" shall mean the County's Accommodations Fee Revenue Bond, Series 2015, in the aggregate principal amount of not exceeding $18,000,000 authorized to be issued hereunder.

"Underwriter" shall mean Stephens, Inc.

Section 3. Authorization and Terms of Series 2015 Bonds, Maturities, and Interest Rates; Trustee and Registrar; Book Entry System.

(a) There are hereby authorized to be issued bonds designated "Accommodations Fee Revenue Bonds, Series 2015" (the ***"Series 2015 Bonds"***) in the total principal amount of not exceeding Eighteen Million Dollars ($18,000,000). The Series 2015 Bonds may be designated by some additional or different designation as may be determined by the County Administrator to reflect any other sources of security or payment of the Series 2015 Bonds in addition to Accommodations Fee Revenues. The Series 2015 Bonds shall be issued for the purpose of (1) defraying the cost of the Improvements, (2) paying interest accruing and due on the Series 2015 Bonds from the date of issuance thereof through May 1, 2018, and (3) paying the Costs of Issuance of the Series 2015 Bonds. The County Administrator is hereby authorized to establish the principal amount of the Series 2015 Bonds, not to exceed $18,000,000, as well as the maturity schedule, not to exceed thirty (30) years, and payment dates with respect thereto, and to establish the Series 2015 Debt Service Reserve Fund Account if required by the Underwriter.

(b) Unless otherwise determined by the County Administrator pursuant to Section 3(a) of this 2015 Series Ordinance, the date of issue of the Series 2015 Bonds (hereafter, the "Date of Issue") shall be the date of the delivery thereof. The Series 2015 Bonds shall mature on May 1 in the years and in the principal amounts, at such interest rates and subject to such redemption provisions as further provided in Section 4 herein.

(c) Interest on the Series 2015 Bonds (calculated on a 360-day year of twelve (12) 30-day months) shall be payable on May 1 and November 1 of each year commencing May 1, 2016. The Record

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Dates for the payment of interest on the Series 2015 Bonds shall be the fifteenth day of the month preceding each May 1 and November 1.

(d) The County Administrator is hereby authorized to determine redemption provisions, if any, with respect to the Series 2015 Bonds in consultation with the County's Finance Director and Financial Advisor.

(e) The Series 2015 Bonds shall be in substantially the form attached hereto as ***Exhibit A***, with any necessary or appropriate variations, omissions, and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance, and other details thereof or as are otherwise permitted or required by law or by the General Bond Ordinance, including this 2015 Series Ordinance.

(f) Each of the Series 2015 Bonds shall be authenticated on such date as it shall be delivered and shall bear interest from the later of the Date of Issue or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. The interest on all Series 2015 Bonds shall be paid by check or draft mailed from the office of the Paying Agent to the person in whose name the Bond is registered at the close of business on the Record Date; provided that any Holder of Series 2015 Bonds in the aggregate principal amount of $1,000,000 or more may request, prior to the applicable Record Date, that interest payments be made by wire transfer to such Holder at an account within the continental United States specified in such request.

(g) The Series 2015 Bonds shall be issued in the denomination of $5,000 in principal amount, or any multiple thereof, not exceeding the principal amount of the Series 2015 Bonds maturing in such year. Each Series 2015 Bond shall be numbered by the Registrar in such a fashion as to reflect the fact that it is one of the Series 2015 Bonds and to identify the owner thereof on the books kept by the Registrar.

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(h) The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), is hereby appointed to act as Trustee under the Bond Ordinance and this 2015 Series Ordinance; the Trustee shall signify its acceptance of the duties of the Trustee under the Bond Ordinance and this 2015 Series Ordinance upon delivery of the Series 2015 Bonds.

As long as any Series 2015 Bond remains Outstanding, the County shall maintain a Registrar therefor. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Registrar, with respect to the Series 2015 Bonds, under the General Bond Ordinance (in such capacity, the "Registrar") and this 2015 Series Ordinance; the Registrar shall signify its acceptance of the duties of the Registrar under the General Bond Ordinance and this 2015 Series Ordinance upon delivery of the Series 2015 Bonds. The Series 2015 Bonds shall be presented for payment and for registration of transfers and exchanges, and notices and demands to or upon the Trustee and the County in respect of the Series 2015 Bonds may be served, at the corporate trust office of the Registrar.

(i) The Series 2015 Bonds shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC"), and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Series 2015 Bonds. As long as the Series 2015 Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of, premium, if any, and interest on Series 2015 Bonds shall be made and given, respectively, to DTC.

Notwithstanding anything to the contrary herein, so long as the Series 2015 Bonds are being held under a book-entry system, transfers of beneficial ownership of the Series 2015 Bonds will be effected pursuant to rules and procedures established by the Securities Depository.

As long as a book-entry system is in effect for the Series 2015 Bonds, the Securities Depository Nominee will be recognized as the Holder of the Series 2015 Bonds, subject to the provisions of the Bond Ordinance and this 2015 Series Ordinance as to the rights of the Insurer, for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2015 Bonds, (ii) giving any notice permitted or required to be given to Holders under this 2015 Series Ordinance, (iii) registering the transfer of such Series 2015 Bonds, and (iv) requesting any consent or other action to be taken by the Holders of such Series 2015 Bonds, and for all other purposes whatsoever, and neither the Trustee nor the County shall be affected by any notice to the contrary.

Neither the Trustee nor the County shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2015 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 Series 2015 Bonds.

The Trustee shall pay all principal of and premium, if any, and interest on the Series 2015 Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Series 2015 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Series 2015 Bonds.

In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Series 2015 Bonds, or that the interests of the beneficial owners of the Series 2015 Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository and the Trustee of such determination. In such event, the County shall execute and the Trustee shall authenticate, register and deliver physical certificates for the Series 2015 Bonds in exchange for the Series 2015 Bonds registered in the name of the Securities Depository Nominee.

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In the event that the Securities Depository discontinues providing its services, the County shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in (f) above.

In connection with any notice or other communication to be provided to the Holders of the Series 2015 Bonds by the County or by the Trustee with respect to any consent or other action to be taken by the Holders, the County or the Trustee, 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 fifteen (15) days in advance of such record date to the extent possible.

(j) In addition to the pledge of and lien Accommodations Fee Revenues provided for in the General Bond Ordinance, the Series 2015 Bonds may be made payable from and secured by any other source of funds or security lawfully available for such purpose.

Section 4. Approval of Underwriter; Details of Bonds, and Execution of Contract of Purchase.

The sale of the Series 2015 Bonds to the Underwriter, pursuant to the terms of a Contract of Purchase in substantially the form attached hereto as ***Exhibit B***, is hereby authorized, and the County Administrator is hereby authorized, with the advice of the County Finance Director and the County's Financial Advisor, to execute the same with such changes, modifications, and additions as they may deem necessary and not inconsistent herewith, and the execution and delivery of such Contract of Purchase shall constitute conclusive evidence of such approval by the persons executing the same of any and all such changes; provided, however, that the Contract of Purchase may not provide that the Series 2015 Bonds be sold by the County at a net interest cost to the County in excess of 6% and that the Series 2015 Bond shall be subject to redemption at par not later than the fifteenth (15^{th}) anniversary of the issuance thereof. The principal maturities, interest rates, optional redemption provisions and mandatory sinking fund redemption provisions (if any) applicable to the Series 2015 Bonds to be shown in *Schedule I* to ***Exhibit B*** shall be as approved by the County Administrator in consultation with the County's Finance Director and Financial Advisor.

The Preliminary Official Statement attached hereto as ***Exhibit C***, previously prepared by officials of the County for use by the Underwriter in connection with the issuance of the Series 2015 Bonds is hereby approved and its use by the Underwriter for such purposes is hereby approved and ratified. The County confirms that such Preliminary Official Statement was "deemed final" by the County as of its date, within the meaning of Rule 15c2-12 of the rules and regulations of the United States Securities and Exchange Commission and the execution and delivery by the County Administrator of a certificate to such effect is hereby ratified and approved. The preparation and distribution by the Underwriter of a final Official Statement for such purposes, dated the date of the Contract of Purchase, in substantially the form of the Preliminary Official Statement, with such changes as contemplated by the Contract of Purchase, and as may be approved by the officials of the County executing the final Official Statement, is hereby approved and authorized. The execution of the final Official Statement by such officials shall constitute conclusive evidence of their approval to any changes herein authorized.

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Section 5. 2015 Construction Fund and 2015 Debt Service Reserve Fund.

(a) There is hereby established, pursuant to Section 6.06 of the Bond Ordinance, the 2015 Construction Fund. There shall be paid into the 2015 Construction Fund the sums prescribed under Section 6 hereof. The 2015 Construction Fund shall be held, maintained, and controlled by the County.

Moneys in the 2015 Construction Fund shall be invested and reinvested in Investment Obligations. All earnings shall be added to and become a part of the 2015 Construction Fund. Withdrawals from the 2015 Construction Fund shall be made upon written order of an Authorized Representative of the County. The Trustee shall have no duty to monitor the 2015 Construction Fund or disbursements made therefrom. Any amounts remaining in the 2015 Construction Fund following completion of the construction of the Improvements shall be deposited in the Debt Service Fund and used to pay the maturing principal on the Series 2015 Bonds.

(b) As provided for in Section 6.04 of the General Bond Ordinance, the 2015 Debt Service Reserve Fund Account may be established and maintained with respect to the Series 2015 Bond if required by the Purchaser. The Series 2015 Debt Service Reserve Fund Account shall be in an amount equal to the Series 2015 Debt Service Reserve Requirement and may be funded in whole or in part from the proceeds of

the Series 2015 Bond or upon such other terms as shall be established by the County Administrator and not inconsistent with Section 6.04 of the General Bond Ordinance.

Section 6. Use and Disposition of Series 2015 Bond Proceeds.

Upon the delivery of the Series 2015 Bonds and receipt of the proceeds thereof, net of underwriter's discount and insurance premiums (if any), such funds shall be disposed of as follows:

(1) the amount necessary to pay interest on the Series 2015 Bonds through May 1, 2018 shall be deposited in the Debt Service Fund established pursuant to Section 6.01 of the General Bond Ordinance;

(2) the amount necessary to pay the costs of issuance of the Series 2015 Bonds shall be applied to such purposes, as directed by the County Administrator; and

(3) the remaining sums shall be deposited in the 2015 Construction Fund established by Council pursuant to the provisions of Section 5(a) of this 2015 Series Ordinance, and the funds so deposited and the interest earnings thereon shall be used for the purpose of defraying the cost of the Improvements.

Section 7. Certain Findings and Determinations. The County finds and determines:

(a) This 2015 Series Ordinance supplements the General Bond Ordinance, constitutes and is a "Series Ordinance" within the meaning of the quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(b) The Series 2015 Bonds constitute and are "Bonds" within the meaning of the quoted word as defined and used in the General Bond Ordinance.

(c) The Accommodations Fee Revenues pledged under the General Bond Ordinance are not encumbered by any lien or charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the General Bond Ordinance providing for payment and security of the Bonds.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute an Event of Default under the General Bond Ordinance.

(e) The Series 2015 Bonds are being issued for the purposes described in Section 3(a) of this 2015 Series Ordinance.

Section 8. Continuing Disclosure.

The County covenants 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 Gross Revenues or the County's tax base.

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The only remedy for failure by the County to comply with the covenant in this Section 8 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Bond Ordinance or this 2015 Series Ordinance. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend this covenant in order to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, without the consent of the Insurer, the Trustee or the Holders of any Bonds.

In addition, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form of ***Exhibit D*** hereto, hereby authorized to be executed by the County and dated the date of issuance and delivery of the Series 2015 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this 2015 Series Ordinance, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered an event of default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this paragraph.

Section 9. Electronic Means.

The Trustee shall have the right to accept and act upon directions or instructions in connection with the 2015 Bonds and delivered using Electronic Means (defined below); provided, however, that the County shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustee's understanding of such directions or instructions shall be deemed controlling. The County understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The County agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions and (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

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Section 10. Tax Exemption of Series 2015 Bonds.

(a) The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2015 Bonds, including without limitation, the requirement to file an information report with the Internal Revenue Service and the requirement to comply with the provisions of Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Series 2015 Bond to the United States Government.

(b) The County further represents and covenants that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2015 Bonds to become included in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder. Without limiting the generality of the foregoing, the County represents and covenants that:

(i) All property provided by the net proceeds of the Series 2015 Bonds will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(ii) The County shall not permit any facility refinanced or financed with the proceeds of the Series 2015 Bonds 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.

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(iii) 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 financed or refinanced or financed with the proceeds of the Series 2015 Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13 of the Internal Revenue Service.

(iv) The County will not sell or lease any property refinanced or financed by the Series 2015 Bond to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Series 2015 Bonds.

(v) The Series 2015 Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Series 2015 Bonds.

Section 11. Interested Parties

Nothing in the General Bond Ordinance or this 2015 Series Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the County and the Registered Holders of the Series 2015 Bonds, any right, remedy or claim under or by reason

of the General Bond Ordinance or this 2015 Series Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the General Bond Ordinance and this 2015 Series Ordinance contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the Registered Holders of the Series 2015 Bonds.

Section 12. Severability.

If any one or more of the covenants or agreements provided in this 2015 Series Ordinance on the part of the County or any fiduciary to be performed 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 2015 Series Ordinance.

Section 13. Additional Provisions. The General Bond Ordinance remains in full force and effect and shall govern the issuance of the Series 2015 Bonds.

Section 14. Additional Actions and Documents. The Chairman, County Administrator, and Clerk are fully authorized and empowered to take any further action and to execute and deliver any closing documents as may be necessary and proper to effect the delivery of the Series 2015 Bonds in accordance with the terms and conditions hereinabove set forth, and the action of the officers or any one or more of them in executing and delivering any documents, in the form as he, she, or they shall approve, is hereby fully authorized.

Section 15. Section Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this 2015 Series Ordinance.

Section 16. Effective Date. This 2015 Series Ordinance shall become effective immediately upon its enactment.

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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

[FORM OF BONDS]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
ACCOMMODATIONS FEE REVENUE BOND
SERIES 2015

No. R-1 $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	May 1, 20___	_____, 2015	

Holder: CEDE & CO.

Principal Amount: _____ DOLLARS

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THE COUNTY OF FLORENCE, SOUTH CAROLINA (the "County") acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, the Holder identified above, or its registered assigns, the principal amount set forth above on the maturity date set forth above, unless this bond shall have been redeemed prior thereto as hereinafter provided, and to pay interest on such principal amount from the most recent May 1 or November 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum (calculated on the basis of a 360-day year of twelve 30-day months) set forth above payable on May 1 and November 1 (each a "Bond payment Date") of each year commencing May 1, 2016, until the obligation of the County with respect to the payment of such principal amount shall be discharged.

Unredeemed portions of the Series 2015 Bond (as defined below) shall be subject to optional redemption [in whole but not in part at any time at a redemption price of _____% of the principal amount to be redeemed plus accrued interest to the date of redemption. In the event this Series 2015 Bond shall be called for optional redemption, notice of redemption shall be given by first-class mail, not less than fifteen (15) days prior to the redemption date, to the Registered Holder of this Series 2015 Bond to be redeemed at the address shown on the Books of Registry. Interest on this Series 2015 Bond to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provisions for the payment of the redemption price thereof].

The principal and interest so payable on a Bond Payment Date will be paid to the person in whose name this bond is registered at the close of business on the 15th day of the month immediately preceding such Bond Payment Date (the "Record Date").

THIS SERIES 2015 BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND SECTION 6-1-760 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (COLLECTIVELY, THE *"ENABLING STATUTE"*), AND DOES NOT

CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN ANY STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE CONSTITUTION OF THE STATE OF SOUTH CAROLINA, 1895, AS AMENDED, AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES PERMITTED THEREIN) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWERS OF THE COUNTY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND.

This Series 2015 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 estate, transfer or certain franchise taxes. This Series 2015 Bond shall not be entitled to any benefit under the General Bond Ordinance (as hereinafter defined) or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorized officer of the County as Bond Registrar.

This bond is one of a series of bonds (the "Series 2015 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 a General Bond Ordinance enacted by the County Council of the County on _____, 2015, and a 2015 Series Ordinance enacted by the County Council of the County of even date therewith (collectively, the *"Ordinance"*), and under and in full compliance with the Constitution and Statutes of the State of South Carolina, including particularly Section 14, Paragraph 10 of Article X of the Constitution of the State of South Carolina, 1895, as amended, and the Enabling Statute. The Series 2015 Bonds are issued as fully registered bonds (and may only be so issued).

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All principal, interest, or other amounts due hereunder shall be payable only to the Registered Holder hereof. The Bank of New York Mellon Trust Company, N.A., is the Registrar for this Series 2015 Bond and as such will maintain the Books of Registry for the registration or transfer hereof. This Series 2015 Bond may not be transferred except by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the County as Bond Registrar duly executed by the Registered Holder of this Series 2015 Bond or his duly authorized attorney. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this Series 2015 Bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of and interest on this Series 2015 Bond shall be made only to or upon the order of the Registered Holder or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this Series 2015 Bond to the extent of the sum or sums paid. No person other than the Registered Holder shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this Series 2015 Bond against the County.

The County shall not be required (a) to exchange or transfer this Series 2015 Bond (i) from the Record Date to the next succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following the selection of portions of the Series 2015 Bond to be redeemed or thereafter until after the first publication or mailing of any notice of redemption or (b) to transfer this Series 2015 Bond once called for redemption.

The principal of, premium, if any, and interest on this Series 2015 Bond are payable solely from and secured by a lien upon the Accommodations Fee Revenues (as defined in the Ordinance). The pledge of and lien upon the Accommodations Fee Revenues given to secure this Series 2015 Bond has priority over all other pledges of Accommodations Fee Revenues and liens against the same, except as to such additional Bonds as may hereafter be issued pursuant to and in accordance with the terms of the Ordinance, which, when issued, shall be on a parity in all respects with this Series 2015 Bond.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on this Series 2015 Bond against the several funds of the County, except in the manner and to the extent provided in the Ordinance, nor shall the credit or taxing power of the County be deemed to be pledged to the payment of this Series 2015 Bond. This Series 2015 Bond shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts, or revenues of the County, other than the Accommodations Fee Revenues that have been pledged to the payment thereof, and this Series 2015 Bond is payable solely from the Accommodations Fee Revenues pledged to the payment thereof and the County is not obligated to pay the same except from the Accommodations Fee Revenues.

Whenever the terms of this Series 2015 Bond require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in any state where the corporate trust office of the trustee or custodian, if then appointed, is located, the action shall be taken on the first business day occurring thereafter.

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this Series 2015 Bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the Registered Holder of this Series 2015 Bond. Reference is hereby made to the Ordinance, to all the provisions of which any Registered Holder of this Series 2015 Bond by the acceptance hereof thereby assents.

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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 Series 2015 Bond exist, have happened, and have been done and performed in regular and due time, form, and manner, and that the amount of this Series 2015 Bond does not exceed any constitutional or statutory limitation thereon.

[Signatures appear on the following page]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this Series 2015 Bond to be signed in its name by the manual signature of the Chairman, and attested by the manual signature of the Clerk, under the Seal of Florence County, South Carolina, impressed or reproduced hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

_____
Chairman, Florence County Council

ATTEST:

_____
Clerk to Florence County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond designated herein and issued under the provisions of the within-mentioned Ordinance.

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THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Bond Registrar

_____

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of this Series 2015 Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common
TEN ENT -	as tenants in entireties
JT TEN -	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

Under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond of FLORENCE COUNTY, SOUTH CAROLINA, and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

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DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agent Medallion Program (*"STAMP"*) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

$_____

FLORENCE COUNTY, SOUTH CAROLINA
ACCOMMODATIONS FEE REVENUE BONDS
SERIES 2015

BOND PURCHASE AGREEMENT

December __, 2015

Florence County, South Carolina
180 North Irby Street
Florence, South Carolina 29501

The undersigned, Stephens Inc. as underwriter (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with Florence County, South Carolina (the "Issuer"), which, upon the acceptance of this offer and the execution of this Bond Purchase Agreement by the parties, shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. This offer is made subject to the acceptance of this Bond Purchase Agreement by the Issuer on or before 5:00 o'clock p.m. prevailing Eastern Time, on December __, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer at the above address at any time prior to the acceptance hereof by the Issuer and the Underwriter. If this offer is accepted by the Issuer, this Bond Purchase Agreement will be deemed delivered and effective as of 12:00 o'clock p.m. prevailing Eastern Time, on December __, 2015.

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All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (as defined in Section 3 hereof).

1. Purchase and Sale of Series 2015 Bonds. On the basis of the representations, warranties, and agreements contained in, and subject to the terms and conditions of, this Bond Purchase Agreement, the Underwriter hereby agrees to purchase from the Issuer $_____ aggregate principal amount of the Issuer's Accommodations Fee Revenue Bonds, Series 2015 (the "Series 2015 Bonds"), and the Issuer hereby agrees to sell and deliver to the Underwriter all (but not less than all) of the Series 2015 Bonds. The purchase price for the Series 2015 Bonds shall be $_____ (representing the par amount of the Series 2015 Bonds less net original issue discount/plus net original issue premium of $_____, less an Underwriter's discount of $_____). The Series 2015 Bonds will mature in the principal amounts, bear interest at the rates, and be subject to redemption as set forth in Schedule 1 attached hereto.

2. General Terms and Security of the Series 2015 Bonds. (a) The Series 2015 Bonds will be issued and secured under and pursuant to the General Bond Ordinance enacted by the

County Council of the Issuer (the "County Council") on November __, 2015 (the "General Bond Ordinance") and the Series Ordinance enacted by the County Council on November __, 2015 (the "Series Ordinance") (the General Bond Ordinance as so supplemented by the Series Ordinance are collectively referred to as the "Bond Ordinance").

(b) The Series 2015 Bonds are being issued to defray the costs of acquiring (including the acquisition of certain improvements financed by the County's original principal amount $22,487,000 Facilities Refunding and Improvement Lease-Purchase Financing, Series 2013), constructing, furnishing and equipping improvements to and expansion of the Florence Civic Center (the "Improvements") and to pay the costs of issuance of the Series 2015 Bonds.

(c) The Series 2015 Bonds will be payable from and secured by a pledge of the local accommodations tax imposed by the Issuer (the "Accommodations Fee Revenues"), including payments received from the City of Florence, South Carolina (the "City") pursuant to the terms of the Intergovernmental Agreement (the "Intergovernmental Agreement") between the Issuer and City.

(d) The Depository Trust Company ("DTC") shall act as securities depository for the Series 2015 Bonds, which shall be issued in book-entry form.

(e) It is intended that interest on the Series 2015 Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions.

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3. Preliminary Official Statement and Official Statement; Continuing Disclosure.

(a) The Issuer has duly approved and authorised the distribution and use of the Preliminary Official Statement with respect to the Series 2015 Bonds dated _____, 2015 (the "Preliminary Official Statement") and the execution, delivery, and distribution of the final Official Statement to be dated the date hereof (the "Official Statement"). The Issuer has delivered copies of the Preliminary Official Statement to the Underwriter. As of its date, the Preliminary Official Statement has been "deemed final" by the Issuer [and the City] (except for such matters as may be omitted therefrom pursuant to the paragraph (b)(1) of the Rule (as defined below), including the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, and delivery date of the Bonds) for purposes of paragraph (b)(1) of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"). The Issuer hereby confirms that the Underwriter has been authorised to distribute or cause to be distributed and to use the Preliminary Official Statement (in printed or electronic form) with respect to the public offering of the Series 2015 Bonds.

(b) The Issuer and the City, pursuant to the terms of the Intergovernmental Agreement, agree to undertake for the benefit of the Underwriter and the holders of the Series 2015 Bonds (within the meaning of paragraph (b)(5) of the Rule), pursuant to a Disclosure Dissemination Agent Agreement, between the Issuer and Digital Assurance Certification, L.L.C. (the

"Disclosure Agreement"), to provide annual reports and notices of certain events relating to the Series 2015 Bonds in compliance with the Rule. A description of this undertaking is set forth in the Preliminary Official Statement.

(c) The Issuer agrees to provide the Official Statement to the Underwriter, in such quantity as may be reasonably requested by the Underwriter, no later than the earlier of (i) seven (7) business days after the date of this Bond Purchase Agreement or (ii) one business day prior to the Closing Date (as defined in Section 7 hereof), in order to permit the Underwriter to comply with paragraph (b)(3) of the Rule and Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB"), with respect to distribution and submission of the Official Statement. The Issuer agrees to prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32. The Underwriter agrees that it will not confirm the sale of any Series 2015 Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the final Official Statement pursuant to the rules of the MSRB and that any supplement or amendment to the Official Statement also shall be delivered to the initial purchasers of any Series 2015 Bonds. The Underwriter agrees to cause the deposit of the Official Statement with the MSRB Electronic Municipal Market Access System ("EMMA") within one business day after receipt of the Official Statement from the Issuer, but by no later than seven (7) business days following the Closing Date.

(d) Except as set forth in Section 6 hereof, the Issuer agrees not to supplement or amend, or cause to be supplemented or amended, the Official Statement without the prior written consent of the Underwriter.

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4. Public Offering and Prices of the Series 2015 Bonds. (a) The Underwriter intends to make an initial bona fide public offering of all the Series 2015 Bonds at not in excess of the public offering price or prices (or yield or yields) set forth in Schedule 1 attached hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the Issuer. The Underwriter may offer and sell Series 2015 Bonds to certain dealers and others at prices lower than the public offering price or prices stated in Schedule 1 attached hereto.

(b) At the Closing (as defined in Section 7 hereof), the Underwriter will deliver to the Issuer a certificate confirming the representations of this Section 4 and as to such other matters reasonably required in order to enable Haynsworth Sinkler Boyd, P.A., Florence, South Carolina ("Bond Counsel"), to render its opinion as to the exclusion from gross income for federal income tax purposes of interest on the Series 2015 Bonds.

5. Representations and Warranties by the Issuer. The Issuer represents and warrants to the Underwriter that:

(a) The Issuer is a body politic and corporate and a political subdivision of the State of South Carolina.

(b) The Issuer is authorised by the laws of the State of South Carolina, including particularly Title 6, Chapter 1, Article 5 of the Code of Laws of South Carolina 1976, as

amended (the "Act"), to enact the Bond Ordinance, to issue and sell the Series 2015 Bonds to the Underwriter as provided herein, to execute, deliver, perform, and consummate all other transactions contemplated by the Bond Ordinance, this Bond Purchase Agreement, the Disclosure Dissemination Agent Agreement, the Intergovernmental Agreement (collectively, the "Issuer Documents"), the Official Statement, and the Series 2015 Bonds.

(c) The Preliminary Official Statement (except for the information permitted to be omitted therefrom pursuant to the Rule) does not as of the date hereof, and the Official Statement will not as of the Closing Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided however, that this representation and warranty shall not apply to the information contained therein regarding The Depository Trust Company or its affiliates ("DTC") or the book-entry only system of registration and transfer of the Series 2015 Bonds (the "Book Entry System"), the information in the section entitled ["MISCELLANEOUS – Underwriting,"] and the statement of the Underwriter contained in the [second paragraph of the inside front cover] of the Preliminary Official Statement and the Official Statement.

(d) The Issuer shall have prior to or simultaneously with the Closing (as defined in Section 7 hereof) duly enacted the Bond Ordinance, and duly authorised all necessary action to be taken by it for: (i) the issuance and sale of the Series 2015 Bonds upon the terms set forth herein, in the Bond Ordinance, and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorised officer; and (iii) the execution and delivery of the Issuer Documents, the Series 2015 Bonds, and any other agreements or documents as may be required to be executed, delivered, and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

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(e) The Issuer Documents, when executed and delivered by the Issuer and assuming the due execution and delivery by the other parties thereto or enacted by County Council (as applicable) at or prior to the Closing, will constitute legal, valid, and binding obligations of the Issuer enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisation, moratorium, or similar laws affecting creditors' rights generally and general principles of equity.

(f) The Series 2015 Bonds, when issued, delivered, and paid for as herein and in the Bond Ordinance provided, will have been duly authorised, executed, issued, and delivered and will constitute special limited obligations of the Issuer, enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisation, moratorium, or similar laws affecting creditors' rights generally and general principles of equity, and entitled to the benefits and security of the Bond Ordinance. The Series 2015 Bonds and the interest thereon do not constitute an indebtedness of the Issuer within the meaning of any provision, limitation, or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorising indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina. The Series 2015 Bonds are payable by the Issuer solely from the Accommodations Fee Revenues.

(g) The Series 2015 Bonds and the Bond Ordinance conform and, in the case of the Official Statement, will conform, in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(h) The Issuer will apply the proceeds from the sale of the Series 2015 Bonds as described in the Official Statement.

(i) The Issuer (i) is not in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, or condition contained in any material indenture, ordinance, resolution, mortgage, loan agreement, or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject and (ii) is not in violation in any material respect of any law, ordinance, governmental rule, regulation, or court decree to which it or its property or assets may be subject and has not failed to obtain any material governmental authorisation necessary to the levy and collection of the Accommodation Fee Revenues as described in the Official Statement, except for any such default, violation, or failure that would not reasonably be expected to result in a material adverse effect on the properties, financial condition, or results of operation of the Issuer (a "Material Adverse Effect").

(j) The execution, delivery, and performance by the Issuer of the Issuer Documents, the enactment of the Bond Ordinance, and the issuance of the Series 2015 Bonds and consummation of the transactions contemplated hereby and thereby will not conflict with, or result in any breach of or constitute a default under (nor constitute any event which with notice, lapse of time, or both, would result in any breach of, or constitute a default under) any existing law, court or administrative regulation, decree, or order, or any license, indenture, mortgage, bond, note, other evidence of indebtedness, or any lease, contract, or other agreement to which the Issuer is a party or by which it or its properties is or, on the Closing Date, will be bound, except for any such conflict, breach, or default which would not reasonably be expected to result in a Material Adverse Effect.

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(k) The Issuer has obtained or made all approvals, authorisations, consents, or order of or filings with any governmental or regulatory commission, board, body, authority, or agency required in connexion with the issuance and sale of the Series 2015 Bonds or the consummation by the Issuer of the transactions as contemplated hereby other than any necessary qualification under the securities or "blue sky" laws of any state or other jurisdiction.

(l) Except as disclosed in the Preliminary Official Statement, there are no actions, suits, claims, investigations, or proceedings pending or, to the knowledge of the Issuer, threatened to which the Issuer or any of its officers or agencies is a party, at law or in equity or before or by any court, public board, agency, or body which would reasonably be expected to result in a Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

(m) There is no legislation enacted or, to the best of the Issuer's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Series 2015 Bonds

from any taxation under the laws of the State of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(n) The Issuer has not been notified of any listing or proposed listing of it by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon.

(o) The financial statements of the Issuer (including all notes and schedules thereto) included in Appendix B of the Preliminary Official Statement and to be included in Appendix B of the Official Statement (the "Financial Statements") present fairly, in all material respects, the financial position of the Issuer at the dates indicated; and the Financial Statements have been prepared in conformity with generally accepted accounting principles, applied on a consistent basis throughout the periods involved. The summary historical operating results and debt service coverage and other data included in the Preliminary Official Statement under the headings "SECURITY FOR THE SERIES 2015 BONDS – Accommodations Fee Revenues" present fairly, in all material respects, the information shown therein as at the respective dates and for the respective periods specified and have been prepared on a basis consistent with the Financial Statements set forth in the Preliminary Official Statement.

(p) Subsequent to the dates of the Financial Statements, there has been no material adverse change in the financial position or results of operations of the Issuer.

(q) No order preventing the use of the Preliminary Official Statement has been issued by the SEC or the securities commissioner (or similar official) of any state or other jurisdiction.

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6. Amendments to Official Statement. (a) The Issuer agrees with the Underwriter that if, between the date of this Bond Purchase Agreement and the Termination of the Disclosure Period (hereinafter defined), it comes to the attention of the Issuer that an event shall have occurred which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof. In such event, the Issuer will promptly prepare an amendment or supplement to the Official Statement which will correct such statement or omission, and deliver such amendments or supplements to the Underwriter in such quantity as may be necessary to permit compliance with the requirements of the Rule and the rules of the MSRB.

(b) For purposes of this Bond Purchase Agreement:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognised municipal securities information repository, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the earlier of (1) the Closing Date, unless the Issuer has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" for purposes of the Rule will not occur on the Closing Date and (2) the date on which notice is given to the Issuer by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the Issuer pursuant to clause (1) of this subparagraph (ii) that the "End of the Underwriting Period" will not occur on the Closing Date, the Underwriter agrees to notify the Issuer in writing as soon as practicable of the "End of the Underwriting Period" for purposes of the Rule.

7. Closing. (a) Payment of the purchase price for, and delivery of the certificates for, the Series 2015 Bonds shall be made at the offices of Haynsworth Sinkler Boyd, P.A., Florence, South Carolina (the "Closing Location") at 10:00 a.m., prevailing Eastern Time, on December __, 2015, or at such other time, date, or place as shall have been agreed upon by the Issuer and the Underwriter (such time and date of delivery and payment are called the "Closing Date"); provided, however, that the Series 2015 Bonds will be physically delivered to DTC in New York, New York, or, at the direction of DTC, to the Trustee under the terms of a "FAST" closing. Payment shall be made to the Issuer by wire transfer of federal (same day) funds to the accounts specified by the Issuer against delivery of the Series 2015 Bonds through the facilities of DTC for the account of the Underwriter. Such payment and delivery is herein called the "Closing." Time shall be of the essence, and delivery at the time and place specified pursuant to this Bond Purchase Agreement is a further condition to the obligations of the Underwriter hereunder.

(b) The documents to be delivered at Closing by or on behalf of the parties hereto pursuant to Section 8(c) hereof will be delivered at the Closing Location on the Closing Date.

(c) The Issuer will cause the certificates representing the Series 2015 Bonds to be made available for checking by the Underwriter and Howell Linkous & Nettles, LLC ("Counsel to the Underwriter") at the Closing Location on the business day immediately preceding the Closing Date.

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9. Conditions of the Underwriter's Obligations. The obligation of the Underwriter to purchase the Series 2015 Bonds at the Closing is subject in its discretion to the accuracy of and compliance in all material respects with the representations and warranties of the Issuer herein contained as of the Closing Date, to the performance by the Issuer of its obligations hereunder, and to the following conditions:

(a) The Underwriter shall have the right to cancel its obligation to purchase the Series 2015 Bonds if between the date hereof and the Closing:

(i) legislation shall be enacted or recommended to the Congress for passage by the President of the United States of America, or favourably reported for passage to either House of the United States Congress by any committee of such House to which legislation has been referred for consideration, or a tentative decision with respect to legislation shall be reached by a committee of either House of Congress, or a committee of either House of Congress shall have pending before it legislation (other than any

legislation known as of the date hereof to be pending or to have been introduced), or a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation, or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer under the Bond Ordinance or by any similar body, or upon interest on obligations of the general character of the Series 2015 Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of interest on the Series 2015 Bonds materially adversely affecting the market price of the Series 2015 Bonds, or the market price generally of obligations of the general character of the Series 2015 Bonds; or

(ii) there shall exist any event which in the Underwriter's reasonable judgment either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect; or

(iii) there shall have occurred any new outbreak of hostilities or any national or international calamity or crisis including financial crisis, including without limitation as a result of terrorist activities after the date hereof, the effect of which on the financial markets of the United States of America being such as in the reasonable judgment of the Underwriter would affect materially and adversely the ability of the Underwriter to market the Series 2015 Bonds or to enforce contracts for the sale of the Series 2015 Bonds or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the State bankruptcy laws by or against the State of South Carolina or any agency, instrumentality, or political subdivision of such State, which, in the reasonable judgment of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Series 2015 Bonds or to enforce contracts for the sale of the Series 2015 Bonds; or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange; or

(v) a general banking moratorium shall be declared by either federal, South Carolina, or New York authorities; or

(vi) legislation shall be enacted or any action shall be taken by the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of the Series 2015 Bonds, including all underlying obligations, or of obligations of the general character of the Series 2015 Bonds as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

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(vii) any rating of the Series 2015 Bonds or the rating of any class of securities of the Issuer shall have been downgraded or withdrawn by a national rating service, which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2015 Bonds; or

(viii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Series 2015 Bonds if between the date hereof and the Closing there has been any change having a Material Adverse Effect on the financial position, method of operation, or personnel of the Issuer since the date hereof.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Series 2015 Bonds if, on the Closing Date, the Underwriter shall not have received the following documents:

(i)(A) One executed original unqualified approving opinion of Bond Counsel dated the Closing Date, addressed to the Issuer, with a reliance letter to the Underwriter, in substantially the form of Appendix D to the Official Statement, and (B) one executed original supplemental opinion of Bond Counsel dated the Closing Date in substantially the form attached herein as Exhibit __.

(ii) One executed original certificate of the Issuer which contains the following information, dated the Closing Date signed by an official of the Issuer, in a form satisfactory to the Underwriter and Counsel to the Underwriter (A) to the effect that the representations and warranties of the Issuer herein are true and correct in all material respects as of the Closing Date; and (B) attesting that the information with respect to the Issuer contained in the Official Statement has not changed in any material respects since the date of the Preliminary Official Statement and on the Closing Date does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein not misleading.

(iii) One executed original certificate of the City dated the Closing Date signed by an official of the City in substantially the form attached hereto as Exhibit __.

(iv) One executed original opinion of Counsel to the Underwriter in a form satisfactory to the Underwriter.

(v) A specimen of the Series 2015 Bonds.

(vi) One executed original opinion of Haynsworth Sinkler Boyd, P.A., counsel to the Issuer, addressed to the Issuer and the Underwriter, dated the Closing Date in substantially the form attached hereto as Exhibit __.

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(vii) One executed original opinion of Haynsworth Sinkler Boyd, P.A., counsel to the City, addressed to the City and the Underwriter, dated the Closing Date in substantially the form attached hereto as Exhibit __.

(viii) Evidence satisfactory to the Underwriter that the Series 2015 Bonds have been rated "____" by Moody's Investors Service ("Moody's"), "____" and by Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business ("S&P").

(ix) One executed original copy of the Intergovernmental Agreement.

(x) A copy of the Official Statement executed on behalf of the Issuer by a duly authorised official thereof.

(xi) One executed original copy of the Disclosure Dissemination Agreement.

(xii) One executed original consent by _____, to the inclusion of their opinion on the Issuer's Financial Statements dated [Date of CPA Opinion on Financial Statements], as an Appendix to the Preliminary Official Statement and the Official Statement, and reference to them therein as certified public accountants for the Issuer.

(xiii) Copies of such other certificates of the Issuer or the City or information of the Issuer or the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the Issuer, Bond Counsel, and Counsel to the Underwriter; and such additional opinions as the Counsel to the Underwriter or Bond Counsel may reasonably request to evidence (A) compliance by the Issuer with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the Issuer contained herein, and (C) the due performance or satisfaction by the Issuer at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the Issuer.

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If either the Issuer or the City shall be unable to satisfy the conditions or the obligations contained in this Bond Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Series 2015 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the Issuer, shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Section 12 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Bond Purchase Agreement shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

9. Receipt for the Series 2015 Bonds. At the Closing, contemporaneously with the receipt of the Series 2015 Bonds, the Underwriter will deliver to the Issuer a receipt therefor, in form satisfactory to Bond Counsel, signed by the Underwriter.

10. Conditions of the Issuer's and City's Obligations. The obligations of the Issuer hereunder are subject to the performance by the Underwriter of its obligations hereunder.

11. Survival of Indemnities, Representations, and Warranties. The respective representations, warranties, indemnities, and agreements of the Issuer and the Underwriter hereunder will remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Issuer or the Underwriter and will survive delivery of and payment for the Series 2015 Bonds.

12. Expenses. (a) If the Series 2015 Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay any expenses incident to the performance of its obligations hereunder including but not limited to: (i) the costs of the preparation of the Preliminary Official Statement and Official Statement, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and final Official Statement; (ii) the costs of the preparation and delivery of the Series 2015 Bonds in fully-registered form; (iii) the fees and disbursements of Bond Counsel, Counsel to the Underwriter, and any other experts or consultants retained by the Issuer, including the Issuer's counsel, the City's counsel, independent accountants, and the charges of Moody's and S&P; and (iv) fees and costs of the Trustee and Counsel to the Underwriter.

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(b) The Underwriter shall pay (i) all advertising expenses in connexion with the public offering of the Series 2015 Bonds, (ii) all other expenses incurred by it in connexion with its public offering and distribution of the Series 2015 Bonds; and (iii) the cost of preparing and printing the blue sky and legal investment memoranda.

13. Agreements of the Issuer. The Issuer agrees:

(a) To advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the issuance by the SEC or any other securities commissioner (or similar official) of any state or other jurisdiction of a stop order preventing or suspending the use of the Official Statement, of the suspension of the qualification of the Series 2015 Bonds for offering or sale in any jurisdiction, or of the initiation or threat of any proceeding for that purpose; and in the event of the issuance of any stop order or of any order preventing or suspending the use of the Official Statement, or suspending any such qualification, promptly to use its best reasonable efforts to obtain the prompt withdrawal of such order.

(b) To coöperate with the Underwriter, including furnishing all information, executing all instruments, and taking all other action in coöperation with the Underwriter as may be required, to qualify the Series 2015 Bonds for offering and sale under the "blue sky" or other laws of all jurisdictions as the Underwriter may designate; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any

jurisdiction where it is not now subject or to execute any consent to service of process or to comply with any other requirement deemed by the Issuer to be unduly burdensome.

(c) To furnish to the Underwriter, during the term of the Series 2015 Bonds, copies of each annual audit report of the Issuer and the City when available.

(d) Not to execute or issue any bonds or notes or incur any other obligations for borrowed money payable from, or secured by a pledge of, the Accommodations Fee Revenues on a parity with the pledge of Accommodations Fee Revenues securing the Series 2015 Bonds or secured by a pledge of Accommodations Fee Revenues senior to the pledge of Accommodations Fee Revenues securing the Series 2015 Bonds, other than as described in the Official Statement

14. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to: Stephens Inc., 3344 Peachtree Rd., Suite 1650, Atlanta, Georgia 30326, Attention: Lyman Wray, Senior Vice President.

15. Parties in Interest. (a) This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representations, warranties, and agreements of the Issuer contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934. Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy, or claim under or in respect of this Bond Purchase Agreement or any provision contained herein.

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(b) The term "successor" as used in this Bond Purchase Agreement shall not include any purchaser, as such purchaser, of any Series 2015 Bonds from the Underwriter or any subsequent Holder or Owners thereof.

16. Underwriter Not the Agent or Financial Advisor of the Issuer. The Issuer acknowledges and agrees that the Underwriter has acted and is acting solely in the capacity of a principal in an arm's length transaction between the Issuer, on the one hand, and the Underwriter, on the other hand, with respect to the offering and sale of the Series 2015 Bonds contemplated hereby (including determination of the terms of the offering) and not as financial advisor, agent, or fiduciary to the Issuer or any other person. Additionally, the Issuer acknowledges and agrees that the Underwriter has not and will not advise the Issuer or any other person as to any legal, tax, investment, accounting, or regulatory matters in any jurisdiction. The Issuer has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriter shall have no responsibility or liability to either the Issuer or any other person with respect thereto, whether arising prior to or after the date hereof. Any review by the

Underwriter of the affairs of the Issuer, the transactions contemplated hereby, or other matters relating to such transactions have been and will be performed solely for the benefit of the Underwriter and shall not be on behalf of the Issuer. The Issuer agrees that it will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary duty to the Issuer or any other person in connexion with any such transaction or the process leading thereto.

17. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18. Execution in Counterparts. This Bond Purchase Agreement may be executed in counterparts and such counterparts shall constitute one and the same instrument.

19. No Personal Liability. Neither the members of the County Council, nor any officer, agent or employee thereof, shall be charged personally by the Underwriter with any liability, or held liable to the Underwriter under any term or provision of this Bond Purchase Agreement or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof.

20. Indemnification. The Issuer agrees, **but only to the extent permitted by law,** to indemnify and hold harmless the Underwriter and its employees, agents, and counsel, including Bond Counsel, as follows:

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(i) against any and all loss, claim, damage, or expense whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement (other than information contained therein regarding DTC the information in the section entitled ["MISCELLANEOUS – Underwriting,"] and the statement of the Underwriter contained in the [second paragraph of the inside front cover] of the Official Statement), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage, and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation, investigation, or proceeding by any governmental agency or body, commenced, or threatened, or of any claim whatsoever based upon any such untrue statement or omissions, or any such alleged untrue statement or omission, if such settlement is effected with the written consent of [either] the Issuer [or the City]; and

(iii) against any and all expense whatsoever (including the reasonable fees and disbursements of counsel chosen by the Underwriter, subject to the limitation set forth below) reasonably incurred in investigating, preparing, or defending against any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) and (ii) above.

The Underwriter agrees to indemnify and hold harmless the Issuer against any and all loss, liability, claim, damage, and expense with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Official Statement in the section of the Official Statement entitled ["MISCELLANEOUS – Underwriting"] and in the [second] paragraph of the [inside front cover] of the Official Statement. The Underwriter agrees to indemnify and hold harmless the Issuer and any of its officials, officers, or employees, from and against any and all losses, claims, damages, or liabilities (or actions in respect thereof) arising out of or based upon the Underwriter's failure or alleged failure to send or give a copy of the Official Statement as then supplemented or amended to any person at or prior to the written confirmation of the sale of the Series 2015 Bonds.

Each indemnified party shall give prompt notice to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. An indemnified party may participate at its own expense in the defense of such action. In no event shall the indemnifying parities be liable for the fees and expenses of more than one counsel for all indemnified parties in connexion with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances.

To the extent permitted by law, the indemnity provided in this Section will be in addition to any other liability that the indemnifying party may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the indemnified party and its successors, assigns, and legal representatives, and no other person will acquire or have any right under or by virtue of such provisions of this Bond Purchase Agreement.

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Very truly yours,

STEPHENS INC.

By:_____
Its:

Accepted and Agreed to as
of the date first above
written.

FLORENCE COUNTY, SOUTH CAROLINA

By:_____
Its: [Title]

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EXHIBIT B

SCHEDULE 1

Term Bonds

$_____ _____% Series ____ Term Bond due _____, ____ to Yield _____% (Price _____%)

Serial Bonds

Maturity	Principal Amount	Coupon	Yield	Price

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Optional Redemption

EXHIBIT B

SCHEDULE 1
(Continued)

Mandatory Sinking Fund Redemptions

The Series 2015 Bonds maturing on _____, ____ are subject to mandatory redemption and payment prior to maturity in part, on _____ in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued and unpaid interest to the redemption date, without premium:

Year	Principal Amount

* Maturity

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EXHIBIT B

EXHIBIT C
September 25, 2015

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2015

NEW ISSUE
BOOK-ENTRY ONLY

RATINGS: Moody's: ____
Standard & Poor's: ____
(See "MISCELLANEOUS - Ratings" herein)

DAC Bond

In the opinion of Bond Counsel, assuming continuing compliance by the County with certain covenants, interest on the Series 2015 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and judicial decisions. Interest on the Series 2015 Bonds is not an item of tax preference in computing the alternative minimum taxable income of individuals or corporations. Interest on the Series 2015 Bonds will, however, be included in the computation of certain taxes including alternative minimum tax for corporations. See "TAX EXEMPTION" for a brief description of alternative minimum tax treatment and certain other federal income tax consequences to certain recipients of interest on the Series 2015 Bonds. The Series 2015 Bonds and the interest thereon will also be exempt from all State, county, municipal and school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.

$_____*

FLORENCE COUNTY, SOUTH CAROLINA
ACCOMMODATIONS FEE REVENUE BONDS
SERIES 2015

Dated: Date of Delivery

Due: November 1, as shown below

The Accommodations Fee Revenue Bonds, Series 2015 (the "Series 2015 Bonds") will be issued by Florence County, South Carolina (the "County") for the purpose of (i) defraying the costs of acquiring (including the acquisition of certain improvements financed by the County's original principal amount $22,487,000 Facilities Refunding and Improvement Lease-Purchase Financing, Series 2013), constructing, furnishing and equipping improvements to and expansion of the Florence Civic Center (the "Improvements") and (ii) paying the costs of issuance of the Series 2015 Bonds.

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The Series 2015 Bonds are payable from and secured by a pledge of the local accommodations tax imposed by the County (the "Accommodations Fee Revenues"). See "SECURITY FOR THE SERIES 2015 BONDS" herein. THE COUNTY IS NOT OBLIGATED TO PAY THE SERIES 2015 BONDS OR THE INTEREST THEREON EXCEPT FROM THE ACCOMMODATIONS FEE REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OR OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAYMENT OF THE SERIES 2015 BONDS.

The Series 2015 Bonds will be issued in book-entry only form and will be available for purchase in denominations of $5,000 or any integral multiple thereof. The Series 2015 Bonds will initially be registered only in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). DTC will act as securities depository for the Series 2015 Bonds and will receive all payments with respect to the Series 2015 Bonds from The Bank of New York Mellon Trust Company, N.A., as Trustee, Bond Registrar, and Paying Agent, which payments will be remitted to DTC's participants for subsequent disbursements to beneficial owners. The Series 2015 Bonds will be available to purchasers under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC participants. See "THE SERIES 2015 BONDS –Book-Entry Only System" herein.

Interest on the Series 2015 Bonds is payable initially on May 1, 2016, and semi-annually on each May 1 and November 1 thereafter until maturity or earlier redemption. The Series 2015 Bonds are subject to optional and mandatory redemption prior to their maturity in the manner and upon the terms and conditions and at the prices as stated herein. See "THE SERIES 2015 BONDS –Redemption Provisions" herein.

MATURITY SCHEDULE*

$_____ Serial Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	CUSIP	Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	CUSIP
							%	%	

$_____ __% Term Bonds due November 1, 20__, Priced at __% to Yield __%

This cover page contains certain information for quick reference only. It is *not* a summary of this Official Statement. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2015 Bonds are offered when, as, and if issued by the County and accepted by the Underwriter, and are subject to prior sale and to the approval of legality by Haynsworth Sinkler Boyd, P.A., Florence, South Carolina, Bond Counsel, and to certain other conditions. Certain legal matters will be passed upon for the County by D. Malloy McEachin, Jr., Florence, South Carolina, and for the Underwriter by Howell Linkous & Nettles, LLC, Charleston, South Carolina. First Tryon Advisors, Charlotte, North Carolina, serves as Financial Advisor to the County and Haynsworth Sinkler Boyd, P.A., Charleston, South Carolina, is acting as Disclosure Counsel. Delivery of the Bonds through the facilities of DTC is expected on or about _____, 2015.

STEPHENS INC.

Dated: _____, 2015

*Preliminary, subject to change.

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EXHIBIT C

This Official Statement does not constitute an offering of any security other than the original offering of the Series 2015 Bonds identified on the cover. No dealer, broker, salesman, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the County or by the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Series 2015 Bonds by any person, in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale.

The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement, and the Trustee makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the Series 2015 Bonds, or (iii) the tax-exempt status of the interest on the Series 2015 Bonds.

Except where otherwise indicated, all information contained in this Official Statement has been provided by the County. Information in this Official Statement has been obtained by the County from sources believed to be reliable. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter have reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities under the federal securities laws as applied to the facts and circumstances of this transaction; however, the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor the sale of any of the Bonds shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date of this Official Statement.

First Tryon Advisors (the "Financial Advisor") has reviewed the information in this Official Statement but does not guarantee the accuracy of such information.

Upon execution and delivery, the Series 2015 Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state, or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Series 2015 Bonds for sale. Any representation to the contrary is a criminal offense.

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Certain information contained in this Official Statement may have been obtained from sources other than records of the County and, while believed to be reliable, is not guaranteed as to completeness or accuracy. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COUNTY SINCE THE DATE OF THIS OFFICIAL STATEMENT.

Reference herein to laws, rules, regulations, agreements, reports, and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement, they will be furnished upon request.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), this document, as the same may be supplemented or corrected by the County from time to time, may be treated as an "official statement" with respect to the Series 2015 Bonds that is deemed final as of the date hereof (or of any such supplement or correction) by the County.

The County has agreed that, no more than seven business days after the date of execution of a purchase contract with the Underwriter and, in any event, in sufficient time to accompany confirmations requesting payment from customers, it will provide without cost to the Underwriter copies of the Official Statement in an amount sufficient to permit the Underwriter to comply with Rule 15c2-12(b)(4) promulgated by the Securities and Exchange Commission under the Exchange Act and with the rules of the Municipal Securities Rulemaking Board.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

CAUTIONARY STATEMENTS REGARDING FORWARD LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "forward looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "forecast," "project" or similar words. Such forward looking statements are included in, among other portions of this Official Statement, "REVENUES DERIVED FROM FEES-IN-LIEU OF TAXES" herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE COUNTY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD LOOKING STATEMENTS IF OR WHEN CHANGES TO ITS EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED, OCCUR.

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FLORENCE COUNTY, SOUTH CAROLINA

COUNTY COUNCIL

Roger M. Poston, Chairman
James T. Schofield, Vice-Chairman
Alphonso Bradley
Kent C. Caudle
H. Steven DeBerry IV
Willard Dorriety, Jr.
Mitchell Kirby
Waymon Mumford
Jason Springs

COUNTY ADMINISTRATOR

K. G. "Rusty" Smith

COUNTY FINANCE DIRECTOR

Kevin V. Yokim

COUNSEL

Bond Counsel – Haynsworth Sinkler Boyd, P.A.
Florence County Attorney – D. Malloy McEachin, Jr.
Underwriter's Counsel – Howell Linkous & Nettles, LLC
Disclosure Counsel - Haynsworth Sinkler Boyd, P.A.

FINANCIAL ADVISOR

First Tryon Advisors

INDEPENDENT AUDITORS

Elliott Davis LLC

TRUSTEE, REGISTRAR AND PAYING AGENT

The Bank of New York Mellon Trust Company, N.A.

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EXHIBIT C

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SUMMARY STATEMENT

The following Summary Statement is qualified in its entirety by the more detailed information and financial statements contained elsewhere in this Official Statement and the Appendices hereto (collectively, the "Official Statement"). Unless otherwise defined in this Official Statement, all capitalized terms shall have the meanings ascribed to them in Appendix C – Summary of the Documents. The offering of the Series 2015 Bonds to potential investors is made only by means of this entire Official Statement, and no person is authorized to detach this Summary Statement from this Official Statement or to otherwise use it without the entire Official Statement.

The County	Florence County, South Carolina (the "County") is located in the southeastern part of South Carolina (the "State") bordering on the Atlantic Ocean. Charleston is the third most populous county in South Carolina and ranks seventh according to landmass. The County has developed into a business, financial, medical and service center for the southeastern part of the State. The County is governed by the County Council of Charleston County. See "DESCRIPTON OF FLORENCE COUNTY AND ITS SURROUNDING AREA."
The Bonds and Authorization	$_____[1] Florence County, South Carolina, Accommodations Fee Revenue Bonds, Series 2015 (the "Series 2015 Bonds"), are being issued pursuant to and in accordance with the Constitution and the laws of the State, including Article 5 of Chapter 1 of Title 6 of the Code of Laws of South Carolina, 1976, as amended, the General Bond Ordinance enacted by the County Council of Florence County, ("County Council") enacted on _____, 2015 (the "General Bond Ordinance") and the Series Ordinance enacted by the County Council on _____, 2015 (the "Series Ordinance" and together with the General Bond Ordinance, the "Bond Ordinance").
Denominations and Book-Entry Only System	The Series 2015 Bonds are being issued as fully registered bonds in principal amounts of $5,000 or any integral multiple thereof. The Series 2015 Bonds are being issued initially in book-entry only form. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. See "THE SERIES 2015 BONDS – Book-Entry Only System" herein.
Dated Date and Date of Delivery of the Bonds	The Series 2015 Bonds will be initially dated their date of delivery. It is expected that the Series 2015 Bonds will be available for delivery in definitive form through the facilities of DTC on or about _____, 2015.
Interest Payments	Interest on the Series 2015 Bonds is payable semiannually on May 1 and November 1, commencing May 1, 2016, at the rates set forth on the cover page hereof. See "THE SERIES 2015 BONDS – General Description."
Maturities	The Series 2015 Bonds will mature on the dates and in the amounts as indicated on the cover page hereof.
Redemption	The Series 2015 Bonds maturing after November 1, 20__ shall be subject to redemption on or after November 1, 20__ at the price of par plus accrued interest. See "THE SERIES 2015 BONDS – Redemption Provisions - Optional Redemption" herein. The Bonds maturing on November 1, 20__ and November 1, 20__, will be subject to mandatory redemption, commencing November 1, 20__ and November 1, 20__, respectively, and will be redeemed, as set forth in "THE SERIES 2015 BONDS – Redemption Provisions - Mandatory Redemption" herein.
Security	The Series 2015 Bonds are payable from and secured by a pledge of the local accommodations tax imposed by the County (the "Accommodations Fee Revenues"). See "SECURITY FOR THE SERIES 2015 BONDS" herein. THE COUNTY IS NOT OBLIGATED TO PAY THE SERIES 2015 BONDS OR THE INTEREST THEREON

[1] Preliminary, subject to change

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EXHIBIT C

	EXCEPT FROM THE ACCOMMODATIONS FEE REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OR OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAYMENT OF THE SERIES 2015 BONDS.
Purpose of the Issue	The proceeds of the Series 2015 Bonds will be used (i) to defray the costs of acquiring (including the acquisition of certain improvements financed by the County's original principal amount $22,487,000 Facilities Refunding and Improvement Lease-Purchase Financing, Series 2013), constructing, furnishing and equipping improvements to and expansion of the Florence Civic Center (the "Improvements") and (ii) to pay the costs of issuance of the Series 2015 Bonds. See "PLAN OF FINANCE AND THE IMPROVEMENTS."
Tax Status of Interest on the Bonds	In the opinion of Bond Counsel, assuming continuing compliance by the County with certain covenants, interest on the Series 2015 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and judicial decisions. Such opinion is subject to certain limitations and conditions described in the form of opinion of Bond Counsel, set forth in Appendix D, and under the caption "LEGAL MATTERS – Tax Exemption and Other Tax Matters" herein.
Professionals Involved in the Offering	The Bank of New York Mellon Trust Company, N.A. is serving as Trustee, Registrar, and Paying Agent with respect to the Bonds. First Tryon Advisors, Charlotte, North Carolina, serves as the Financial Advisor to the County and Haynsworth Sinkler Boyd, P.A., Charleston, South Carolina, is serving as Disclosure Counsel. Haynsworth Sinkler Boyd, P.A., Florence, South Carolina, is serving as Bond Counsel. Certain legal matters will be passed upon for the County by D. Malloy McEachin, Jr., Florence County Attorney. The offering of the Bonds is being underwritten by Stephens Inc., Atlanta, Georgia, and Howell Linkous & Nettles, LLC, Charleston, South Carolina, is serving as Underwriter's Counsel.
Continuing Disclosure Undertaking	In order to assist bidders in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the County will undertake, pursuant to a Disclosure Dissemination Agent Agreement, to provide notices of certain events. The form of this undertaking is included in the Preliminary Official Statement as Appendix E thereto and will also be so included in the final Official Statement. See "MISCELLANEOUS – Continuing Disclosure Undertaking" herein.
Official Statement	The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of the Rule but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Official Statement, including the cover page and the attached Appendices, contains specific information relating to the Series 2015 Bonds, the County, and other information pertinent to this issue. All information included herein has been provided by the County except where attributed to other sources. The summaries and references to all documents, statutes, reports, and other instruments referred to herein do not purport to be complete, comprehensive, or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report, or other instrument.
General	Persons seeking additional information should communicate with K. G. "Rusty" Smith, Florence County Administrator, 180 N. Irby Street, MSC-G, Florence, South Carolina 29501, telephone (843) 665-3044; Benjamin T. Zeigler, 135 S. Dargan Street, Suite 300, Florence, South Carolina 29506, telephone (843) 673-5304, Bond Counsel to the County; or J. Walter Goldsmith, First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, North Carolina 28204, telephone (704) 926-2453, Financial Advisor to the County.

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EXHIBIT C

OFFICIAL STATEMENT

$_____*
FLORENCE COUNTY, SOUTH CAROLINA
ACCOMMODATIONS FEE REVENUE BONDS
SERIES 2015

INTRODUCTION

This Official Statement is provided for the purpose of furnishing certain information concerning Florence County, South Carolina (the "County") in connection with the original sale and delivery of the County's $_____* Accommodations Fee Revenue Bonds, Series 2015 (the "Series 2015 Bonds"). The Introduction is only a brief description of the Series 2015 Bonds offered hereby. Any potential purchaser of the Series 2015 Bonds should make a full review of this entire Official Statement and of the documents summarized or described herein. The information contained in this Introduction is qualified in its entirety by more complete information set forth elsewhere in this Official Statement. This Official Statement speaks only as of its date, and the information contained herein is subject to change. Insofar as any statements made in this Official Statement involve matters of opinions or of estimates, whether or not expressly stated, such statements are set forth only as opinions or estimates and not as representations of fact. No representation is made that any of the opinions or estimates will be realized. All capitalized terms not defined herein shall have the meanings set forth in Appendix C – "Summary of the Documents" hereto.

The Series 2015Bonds are being issued pursuant to and in accordance with the Constitution and the laws of the State, including Article 5 of Chapter 1 of Title 6 of the Code of Laws of South Carolina, 1976, as amended, the General Bond Ordinance enacted by the County Council of Florence County, ("County Council") enacted on _____, 2015 (the "General Bond Ordinance") and the Series Ordinance enacted by the County Council on _____, 2015 (the "Series Ordinance" and together with the General Bond Ordinance, the "Bond Ordinance"). Descriptions of the Series 2015 Bonds, certain provisions of the Bond Ordinance, and other agreements and documents contained herein constitute summaries of certain provisions thereof, and do not purport to be complete. See Appendix C - "Bond Ordinance and Series Ordinance."

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The Series 2015 Bonds are payable from and secured by a pledge of the local accommodations tax imposed by the County (the "Accommodations Fee Revenues"). See "SECURITY FOR THE SERIES 2015 BONDS" herein. THE COUNTY IS NOT OBLIGATED TO PAY THE SERIES 2015 BONDS OR THE INTEREST THEREON EXCEPT FROM THE ACCOMMODATIONS FEE REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OR OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAYMENT OF THE SERIES 2015 BONDS.

PLAN OF FINANCE AND THE IMPROVEMENTS

Proceeds of the Bonds are being issued to (i) to defray the costs of acquiring (including the acquisition of certain improvements financed by the County's original principal amount $22,487,000 Facilities Refunding and Improvement Lease-Purchase Financing, Series 2013), constructing, furnishing and equipping improvements to and expansion of the Florence Civic Center (the "Improvements") and (ii) to pay the costs of issuance of the Series 2015 Bonds.

2015 Construction Fund

An aggregate of approximately $_____ of the proceeds of the Series 2015 Bonds will be deposited into a construction fund (the "2015 Construction Fund") established pursuant to the Bond Ordinance. Moneys on deposit in the 2015 Construction Fund, plus earnings thereon, will be used, as needed, to finance the costs of the Projects, including without limitation payment of engineering, legal and all other expenses incidental to the Projects. Prior to their use, all moneys in the 2015 Construction Fund shall be invested and reinvested in authorized

*Preliminary, subject to change.

investments as provided in the Bond Ordinance. All earnings therefrom shall be added to and become a part of the 2015 Construction Fund. Withdrawals from the 2015 Construction Fund shall be made in the manner prescribed in the Series Ordinance.

ESTIMATED SOURCES AND USES OF FUNDS

The table below presents estimated information as to sources and uses of funds to finance the Project.

Sources of Funds	
Par Amount of Series 2015 Bonds	$
[Net Original Issue Premium]	
Total	$
Use of Funds	
Deposit to Project Fund	$
Costs of Issuance*	
Total	$

*Includes underwriter's discount, legal fees, trustee fees, financial advisor's fees, and other costs and expenses relating to the issuance of the Series 2015 Bonds.

THE SERIES 2015 BONDS

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General Description

The Series 2015 Bonds will be dated their date of delivery; will mature and bear interest in the amounts and at the rates set forth on the cover page of this Official Statement. Interest on the Series 2015 Bonds (calculated on the basis of a 360-day year of twelve 30-day months) will be payable from their date on May 1 and November 1 of each year, commencing May 1, 2016 (each, an "Interest Payment Date") until maturity or prior redemption.

Redemption Provisions

Optional Redemption

The Series 2015 Bonds maturing after November 1, 20__, may be redeemed prior to maturity upon 30 days notice, at the option of the County, on and after November 1, 20__, in whole or in part at any time, in the maturities selected by the County and if less than all of the Series 2015 Bonds of any maturity are called for redemption, then by lot within such maturity, at the redemption price equal to 100% of par plus accrued interest to the date fixed for redemption.

Mandatory Redemption

The Series 2015 Bonds maturing on November 1, 20__, are subject to mandatory redemption on November 1, 20__ and on each November 1 thereafter, at a prepayment price equal to the principal amount of each Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below:

November 1	Principal Amount
20__	$
20__	
20__*	

*Final Maturity

EXHIBIT C

General Redemption Provisions

For so long as a Book-Entry only System for the Series 2015 Bonds is in place, the redemption of the Series 2015 Bonds shall be accomplished as described in "—Book-Entry Only System" herein. In the event that the Book-Entry Only System is discontinued, if less than all the Series 2015 Bonds of any maturity are called for redemption, the Series 2015 Bonds of such maturity to be redeemed shall be selected by lot by the Trustee.

Notice of Redemption

For so long as a Book-Entry Only System for the Series 2015 Bonds is in place, the notice of redemption of the Series 2015 Bonds shall be accomplished as described in "-Book-Entry Only System" herein.

In the event that the Book-Entry Only System is discounted and if any of the Series 2015 Bonds, or portions thereof, are called for redemption, the Trustee shall give notice to the holders of the Series 2015 Bonds to be redeemed, in the name of the County, which notice shall specify the Series 2015 Bond or Series 2015 Bonds to be redeemed, the CUSIP numbers of such Series 2015 Bonds, the redemption date and the place or places where amounts due upon such redemption will be payable. If less than all of the Series 2015 Bonds are to be redeemed, such notice shall specify the identifying numbers of the Series 2015 Bonds to be redeemed, in the case of the Series 2015 Bonds to be redeemed in part only, such notice also shall specify the respective portions of the principal amount to be redeemed. Such notice shall be given by mailing a copy by first class mail, postage prepaid, at least 30 days, but not more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2015 Bond or portion thereof to be redeemed, at the address shown on the Register maintained by the Trustee; provided, however, the failure to give any such notice by mail, or any defect in the notice mailed to the registered owner of any Series 2015 Bond shall not affect the proceedings for the redemption of any other Series 2015 Bond. Provided sufficient funds for such redemption are on deposit with the Trustee, the Series 2015 Bonds so called for redemption shall cease to bear interest after the specified redemption date, and shall no longer be deemed to be Outstanding under the Bond Ordinance.

Book-Entry Only System

The Depository Trust Company, New York, New York ("DTC") will initially act as securities depository for the Series 2015 Bonds. The Series 2015 Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee). Upon issuance of the Series 2015 Bonds, one fully-registered bond will be issued for each maturity of each series of the Series 2015 Bonds as set forth on the cover page hereof, each in the aggregate principal amount of such maturity and will be deposited with DTC. So long as Cede & Co., as nominee of DTC, is the registered owner of the Series 2015 Bonds, references herein to the holders or registered owners (the "Holders") of the Series 2015 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners (hereinafter defined) of the Series 2015 Bonds.

The information under this caption concerning DTC and DTC's book-entry system has been obtained from sources believed to be reliable, but neither the County nor the Underwriter takes any responsibility for the accuracy or completeness thereof.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC is owned by the users of its regulated subdivisions. Access to the DTC system is also available to others such as both

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EXHIBIT C

U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2015 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2015 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2015 Bond ("Beneficial Owner") is in turn to be recorded on the DTC Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2015 Bonds, except in the event that use of the book-entry system for the Series 2015 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2015 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other names may be requested by an authorized representative of DTC. The deposit of Series 2015 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2015 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2015 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

The County, the Registrar and the Paying Agent will recognize DTC or its nominee, Cede & Co., as the registered owner of the Series 2015 Bonds for all purposes. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

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Redemption notices shall be sent to DTC. If less than all of the Series 2015 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2015 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2015 Bonds are credited on the record date (identified on a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2015 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit DTC Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City, the Registrar or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the County, the Registrar and the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County acting through the Registrar or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

EXHIBIT C

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the County, the Registrar or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

Procedure in the Event of Discontinuation of Book-Entry Only System

The County has entered into an agreement with DTC providing for the book-entry only system described herein. DTC may determine to discontinue providing its service with respect to the Series 2015 Bonds at any time by giving notice to the Trustee and discharging its responsibilities with respect thereto under applicable law. In the event of such termination, the County may select another securities depository or discontinue the book-entry only system. In the event the book-entry only system is discontinued, the Trustee will register and deliver to the Beneficial Owners replacement Series 2015 Bonds in denominations of $5,000 or integral multiples thereof in accordance with the instructions of DTC or its nominee, Cede & Co. The Series 2015 Bonds thereupon delivered will be subject to registration and transfer as described below under the heading "Registration and Transfer."

Registration and Transfer

Upon the discontinuance of the book-entry only system, Series 2015 Bonds shall be evidenced by bond certificates issued in the name of the registered owners thereof as set forth on the Books of Registry, and Series 2015 Bonds shall be transferable only upon the Books of Registry by the registered owner thereof in person or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee, as Registrar, duly executed by the registered owner or his duly authorized attorney with signature guaranteed. Upon the transfer of any Series 2015 Bond, the County shall execute and thereupon the Trustee, as Registrar, shall authenticate and deliver to the transferee a new fully registered Series 2015 Bond or Series 2015 Bonds, registered in the name of the transferee of the same series, aggregate principal amount, maturity and interest rate as the surrendered Series 2015 Bond.

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The County and the Trustee may deem and treat the person in whose name any Series 2015 Bond is registered as the absolute owner of such Series 2015 Bond for the purpose of receiving payment of the principal of and interest on such Series 2015 Bond and for all other purposes.

For every exchange or transfer of any Series 2015 Bond, the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Miscellaneous

The interest on the Series 2015 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. In the event that any action to be taken under the Bond Ordinance, including the payment of principal of and interest on the Series 2015 Bonds, is to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of the Paying Agent, the Bond Registrar, or the authenticating agent is located, such action shall be taken on the first business day occurring thereafter. In that event, there shall be no additional interest due on the Series 2015 Bonds.

Pursuant to the terms of the Trust Indenture, the purchasers of the Series 2015 Bonds issued thereunder, whether purchasing as underwriters, for resale or otherwise, upon such purchase, may approve a supplemental indenture and may consent to a modification or amendment of the Trust Indenture or any supplemental indenture and other modifications permitted by the Trust Indenture in the manner provided therein, except that no proof of ownership shall be required, and with the same effect as a consent given by the Holder of such Series 2015 Bonds; provided, however, that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser consenting thereto shall be described in the offering document prepared in connection with the primary offering of the Series 2015 Bonds of such Series by the County.

EXHIBIT C

SECURITY FOR THE SERIES 2015 BONDS

Special Obligations

The Series 2015 Bonds are payable from and secured by a pledge of the local accommodations tax imposed by the County (the "Accommodations Fee Revenues"). See "SECURITY FOR THE SERIES 2015 BONDS" herein. THE COUNTY IS NOT OBLIGATED TO PAY THE SERIES 2015 BONDS OR THE INTEREST THEREON EXCEPT FROM THE ACCOMMODATIONS FEE REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OR OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAYMENT OF THE SERIES 2015 BONDS.

Accommodations Fee Revenues

The County imposes a local accommodations fee (the "Accommodations Fee") pursuant to Article 5 of Chapter 1 of Title 6 of the South Carolina Code (the "Accommodations Fee Act"). The Accommodations Fee is imposed by the County at the rate of 3% in all parts of the County on amounts paid for accommodations furnished to transients in the County.

The table below sets forth the amount of Accommodations Fee Revenues remitted to the County Treasurer during the past five fiscal years.

Fiscal Year Ended June 30	Accommodations Fees Received
2015	$1,739,273
2014	1,746,760
2013	1,572,455
2012	1,541,519
2011	1,356,318

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In addition, during the [3-month period ended September 30, 2015], Accommodations Fee Revenues collected by the County totaled $_____, a _____% [increase/decrease] over the $_____ in Accommodations Fee Revenues collected by the County during the [3-month period ended September 30, 2014].

The receipts of the Accommodations Fee must be used for "tourism-related" expenditures, which include:

(1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
(2) tourism-related cultural, recreational, or historic facilities;
(3) beach access, renourishment, or other tourism-related lands and water access;
(4) highways, roads, streets, and bridges providing access to tourist destinations;
(5) advertisements and promotions related to tourism development; or
(6) water and sewer infrastructure to serve tourism-related demand.

In addition, because the County has exceeded $900,000 in annual collections of accommodations taxes imposed by the State of South Carolina, the Accommodations Fee may be used for operation and maintenance of those items provided in (1) through (6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

Additional Bonds

The County may issue from time to time Additional Bonds secured by a pledge of Accommodations Fee Revenues on a parity with the pledge securing the Series 2015 Bonds. Additional Bonds may be issued provided:

(a) the Additional Bonds shall have been authorized under and pursuant to a Series Ordinance;

(b) the Additional Bonds shall be issued to secure funds to defray any Costs of the Project or to refund Bonds, Junior Bonds or other obligations;

EXHIBIT C

(c) no Default (as defined in Appendix C) shall exist in the payment of the principal of or interest on any Bonds then outstanding or that the application of the proceeds of the sale of the Series of Bonds to be issued will cure the Default, and either a certificate is delivered that to the knowledge of the County Administrator, the County is not in Default in the performance of any other of its covenants and agreements contained in the Bond Ordinance or a certificate setting for the circumstances of each Default known to the County Administrator; and

(d) there shall have been issued a certificate of the Authorized Representative of the County showing that the amount of Accommodations Fee Revenues received during the Fiscal Year preceding the issuance of any Additional Bonds shall be at least 1.20 times the average annual Principal and Interest Requirements for all Series of Bonds then Outstanding and the additional bonds then proposed to be issued (with adjustments, if any, for Bonds that will be discharged upon the issuance of such Additional Bonds). Accommodations Fee Revenues may be adjusted for the purpose of this calculation to reflect Accommodations Fee Revenues to be received from establishments which commenced payment of Accommodations Fee Revenues during the Test Period. See Appendix C "Bond Ordinance and Series Ordinance."

Refunding Bonds

The Bond Ordinance permits the County to issue Additional Bonds, without complying with the requirements summarized above, for the purpose of refunding Bonds provided the aggregate Principal and Interest Requirements with respect to the refunding Bonds is less than the aggregate Principal and Interest Requirements with respect to the Bonds to be refunded

Junior Bonds

The County may issue Junior Bonds (as defined in Appendix C) payable from the Accommodations Fee Revenues, provided that the pledge of and lien on Accommodations Fee Revenues securing the Junior Bonds shall at all times be subordinate and inferior to the pledge of such Accommodations Fee Revenues securing the Bonds issued from time to time and provided further that such Junior Bonds are issued to secure funds to defray Project Costs or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing Projects.

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Establishment and Flow of Funds

The Bond Ordinance provides that the funds discussed below are to be established and maintained for so long as sums remain due and payable with respect to Bonds Outstanding (the brief descriptions of such funds being for convenience of reference only, more complete descriptions being contained in the Bond Ordinance). Except for the Debt Service Fund and Debt Service Reserve Fund, which are held by the Trustee, the funds described below are maintained by the County or a custodian appointed by the County:

Accommodations Fee Revenue Fund. All Accommodations Fee Revenues received by the County are to be deposited in the Accommodations Fee Revenue Fund. Upon satisfaction on a Fiscal Year basis of all requirements for payments into the Debt Service Fund, the Debt Service Reserve Fund, the Tourism Facilities Capital, Operation and Maintenance Fund, and the Junior Bond Debt Service Fund, if applicable, all moneys remaining in the Accommodations Fee Revenue Fund may be used by the County for any lawful purposes.

Debt Service Fund. The Debt Service Fund is intended to provide for the payment of the principal of, premium, if any, and interest on Series 2015 Bonds as the same shall become due. The Bond Ordinance provides that there be deposited into the separate Interest, Principal or Bond Redemption Accounts within the Debt Service Fund on or before the fifteenth day of each month that amount which (after taking in account amounts already on deposit therein), together with successive equal monthly deposits in the same amount, will provide: (i) sufficient funds to pay the aggregate amount of interest to become due on Series 2015 Bonds on the next interest payment date, (ii) sufficient funds to pay the aggregate amount of the principal of Serial Bonds to become due on the next principal payment date, and (iii) sufficient funds to pay the sinking fund installment next falling due on any Term Bonds.

EXHIBIT C

Withdrawals from the Debt Service Fund shall be made only by the Trustee which shall transmit to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of and interest on Series 2015 Bonds.

Moneys in the Debt Service Fund shall be invested and reinvested at the direction of the County in Investment Obligations maturing not later than the date on which such money is required to pay the principal, premium, if any, and interest next coming due on Series 2015 Bonds.

2015 Debt Service Reserve Fund. The Series Ordinance pursuant to which Series 2015 Bonds are issued may provide for the establishment of an account within the 2015 Debt Service Reserve Fund for such Series 2015 Bonds. The 2015 Debt Service Reserve Fund account shall be maintained at the respective Debt Service Reserve Fund Requirement, if any, for the Series 2015 Bonds. Funds in a particular account within the 2015 Debt Service Reserve Fund will be available to secure only the payment of the Series 2015 Bonds. See "SECURITY FOR THE SERIES 2015 BONDS - Debt Service Reserve Fund", Appendix C, "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE – Creation and Flow of Funds".

The Reserve Requirement for the Series 2015 Bonds (the "Reserve Requirement") to be maintained in the 2015 Debt Service Reserve Fund shall be equal to the least of (i) 10% of the sale proceeds of the Series 2015 Bonds (within the meaning of the Internal Revenue Code of 1986, as amended), (ii) as of any date of calculation, the greatest remaining Annual Principal and Interest Requirement for the then-current and each future Fiscal Year with respect to the Series 20151 Bonds outstanding, or (iii) 125% of the average Annual Principal and Interest Requirement for all Fiscal Years with respect to the Series 2015 Bonds outstanding, determined at the time of issuance of the Series 2015 Bonds. Based on the foregoing, the initial 2015 Reserve Requirement will be $_____.

Tourism Facilities Capital, Operation and Maintenance Fund. The Tourism Facilities Capital, Operation and Maintenance Fund is intended to provide a source of funds for the operation and maintenance of tourism-related facilities within the County.

Construction Fund. The Bond Ordinance requires that a construction fund be created and established with the Custodian appointed by the County with respect to each Series of Bonds (other than refunding bonds) and the moneys be used to defray the cost of certain tourism-related public projects in the City.

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EXHIBIT C

DEBT SERVICE SCHEDULE

The following table sets forth the debt service requirements for the Series 2015 Bonds.

Fiscal Year Ended June 30	Principal	Interest	Total Debt Service*
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			

*Totals may not equal due to rounding.

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THE COUNTY

General Description

The County was established in 1888 and is located in the northeast section of South Carolina, which is also known as the Pee Dee region. The County has an area of 806 square miles and is bordered on the east by the Great Pee Dee River, on the south by Clarendon and Williamsburg Counties, on the southwest by Sumter County, on the west by Darlington and Lee Counties, and on the north by Darlington, Marlboro, and Dillon Counties. The County's population in 2010 was 136,885. The City of Florence, the largest municipality in the County and the county seat, had a 2010 population of 37,056.

Form of Government

The County operates under the Council-Administrator form of government in accordance with Title 4, Chapter 9 of the South Carolina Code. A nine member County Council is elected from single member districts for staggered four year terms. The Chairman is appointed by County Council at its first meeting in January of each year. Vacancies of members of County Council are filled through special elections or by appointment by the Governor, depending on the balance of the term of office. County Council is responsible for adopting an annual budget for all county departments and ordering the levy of ad valorem taxes necessary to carry out County functions and to pay County indebtedness.

EXHIBIT C

The present members of the Florence County Council, their respective occupations and years of service, are as follows:

Name	Occupation	Years of Service
Roger M. Poston, Chairman	Retired	3
James T. Schofield, Vice-Chairman	Owner – Hardware Supply Company	8
Alphonso Bradley	School Administrator	8
Kent C. Caudle	Financial Representative	2
H. Steven DeBerry IV	Attorney	1
Willard Dorriety, Jr.	Self-Employed/Farmer	2
Mitchell Kirby	Self-Employed	22
Waymon Mumford	Retired	20
Jason Springs	Manager of Operations, Santee Electric Coop	1

County Council employs a County Administrator who acts as the chief administrative officer of the County and is responsible for the administration of all departments of the County government which County Council controls. The County Administrator serves at the pleasure of County Council. The powers and duties of the Administrator include: (1) to execute policies, directives and legislative actions of County Council; (2) to direct and coordinate the operational agencies and administrative activities of the County; (3) to prepare annual operating and capital improvement budgets for submission to County Council; (4) to supervise the expenditure of appropriated funds; (5) to prepare reports for County Council regarding financial and administrative activities of the County; (6) to administer the County's personnel policies; and (7) to be responsible for employment and discharge of personnel in those departments of the County in which employment authority over personnel is vested in County government.

The County Administrator is K. G. "Rusty" Smith. Mr. Smith was appointed to his position in November 2012. Mr. Smith, a life-long resident of Lake City in the County, served on County Council from 1986 until November 2012, serving as Chairman on four different occasions.

The County Finance Director is Kevin V. Yokim, who has been employed in that position since April 22, 1996. Mr. Yokim is a native of Connecticut, and was a certified public accountant in both Greenville, South Carolina and Florence prior to becoming County Finance Director.

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Services Provided By the County

The County operates and maintains various programs which are funded from County revenues, as reflected in its annual budgets for Fiscal Years 2015 and 2016, summaries of which are included in Appendix A,. These programs include:

(a) General Government
(b) Public Safety
(c) Public Works
(d) Health
(e) Welfare
(f) Culture & Recreation
(g) Education

During Fiscal Year 2015, the County employed approximately [841] full-time equivalent employees.

Services Provided By Other Governmental Entities

The nine municipalities within the County also provide some of the services listed above and additional services, including water and sewer services, not provided by the County.

LEGAL MATTERS

The County, like other similar bodies, is subject to a variety of suits and proceedings arising in the ordinary conduct of its affairs. The County, after reviewing the current status of all pending and threatened litigation with its

counsel, believes that, while the outcome of litigation cannot be predicted, the final settlement of all lawsuits and proceedings that have been filed and of any actions or claims pending or threatened against the County or its officials in such capacity are adequately covered by insurance or self-insurance reserves maintained by the County or will not have a material adverse effect upon the financial position or results of operations of the County.

There is no litigation now pending or, to the knowledge of the County, threatened that restrains or enjoins the issuance or delivery of the Series 2015 Bonds, the provision of the security for the payment of the Series 2015 Bonds, or the use of the proceeds of the Series 2015 Bonds or that questions or contests the validity of the Series 2015 Bonds or the proceedings and authority under which they are to be issued. Neither the creation, organization or existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being contested or questioned. There is no litigation pending or, to the knowledge of the County, threatened that in any manner questions the right of the County to enter into the Bond Ordinance or to secure the Series 2015 Bonds in the manner provided in the Bond Ordinance. No litigation and no proceedings are pending against the County or its officials, or to their knowledge are threatened, that would affect the sale of the Series 2015 Bonds, the security therefor, or the ability of the County to enter into and perform its obligations under the Bond Ordinance.

TAX EXEMPTION

Federal Income Tax Generally

On the date of issuance of the Series 2015 Bonds, Haynsworth Sinkler Boyd, P.A., Florence, South Carolina ("Bond Counsel"), will render an opinion that, assuming continuing compliance by the County with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations") and further subject to certain considerations described in "Collateral Federal Tax Considerations" below, under existing statutes, regulations and judicial decisions, interest on the Series 2015 Bonds is excludable from the gross income of the registered owners thereof for federal income tax purposes. Interest on the Series 2015 Bonds will not be treated as an item of tax preference in calculating the alternative minimum taxable income of individuals or corporations; however, interest on the Bonds will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of corporations. The Code contains other provisions that could result in tax consequences, upon which no opinion will be rendered by Bond Counsel, as a result of (i) ownership of the Series 2015 Bonds or (ii) the inclusion in certain computations of interest that is excluded from gross income.

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The opinion of Bond Counsel will be limited to matters relating to the authorization and validity of the Series 2015 Bonds and the tax-exempt status of interest on the Series 2015 Bonds as described herein. Bond Counsel makes no statement regarding the accuracy and completeness of this Official Statement.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2015 Bonds for federal income tax purposes. Bond Counsel's opinions are based upon existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts of circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service (the "IRS") or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

The opinion of Bond Counsel described above is subject to the condition that the County comply with all requirements of the Code and the Regulations, including, without limitation, certain limitations on the use, expenditure and investment of the gross proceeds of the Series 2015 Bonds and the obligation to rebate certain earnings on investments of such gross proceeds to the United States Government, that must be satisfied subsequent to the issuance of the Series 2015 Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The County have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2015 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2015 Bonds. The

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opinion of Bond Counsel delivered on the date of issuance of the Series 2015 Bonds is conditioned on compliance by the County with such requirements and Bond Counsel has not been retained to monitor compliance with the requirements subsequent to the issuance of such Series 2015 Bonds.

Collateral Federal Tax Considerations

Prospective purchasers of the Series 2015 Bonds should be aware that ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, life insurance companies, certain foreign corporations, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. The Series 2015 Bonds have not been designated "bank qualified tax exempt obligations" under Section 265(b)(3) of the Code. Bond Counsel expresses no opinion concerning such collateral income tax consequences and prospective purchasers of Series 2015 Bonds should consult their tax advisors as to the applicability thereof.

Future legislation, if enacted into law, or clarification of the Code may cause interest on the Series 2015 Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent the owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Series 2015 Bonds. Prospective purchasers of the Series 2015 Bonds should consult their own tax advisers regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

The IRS has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations is includable in gross income for federal income tax purposes. Bond Counsel cannot predict whether the IRS will commence an audit of the Series 2015 Bonds. Bond Counsel's engagement with respect to the Series 2015 Bonds ends with the issuance of the Series 2015 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the County or the owners regarding the tax-exempt status of the Series 2015 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the County and their appointed counsel, including the owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the the County legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2015 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2015 Bonds, and may cause the County or the owners to incur significant expense, regardless of the ultimate outcome. Under certain circumstances, the County may be obligated to disclose the commencement of an audit under the Disclosure Dissemination Agreement. See "MISCELLANEOUS - Continuing Disclosure" herein.

[Original Issue Discount

The Series 2015 Bonds maturing on November 1 in the years ____ through ____, inclusive, have been sold at initial public offering prices which are less than the amount payable at maturity (the "Discount Bonds"). The difference between the initial public offering prices to the public (excluding bond houses and brokers) at which price a substantial amount of each maturity of the Discount Bonds is sold and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the Series 2015 Bonds. As discount is accrued, the purchaser's basis in such Discount Bond is increased by a corresponding amount, resulting in a decrease in the gain (or an increase in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Discount Bond prior to its maturity.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of the corporation's federal alternative minimum tax liability. Consequently, an owner of any Discount Bond that is a corporation should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

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The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of obligations such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering at the initial offering price at which a substantial amount of such Discount Bonds were sold should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Owners who may acquire Series 2015 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such Series 2015 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

[Original Issue Premium

The Series 2015 Bonds maturing on November 1 in the years ____ through ____ have been sold at an initial public offering price which is greater than the amount payable at maturity (the "Premium Bonds"). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on the Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Series 2015 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such Premium Bonds.]

State Tax Exemption

Bond Counsel is of the further opinion that the Series 2015 Bonds and the interest thereon are exempt from all taxation by the State of South Carolina, its counties, municipalities and school districts, except estate, transfer or certain franchise taxes. Interest paid on the Series 2015 Bonds is currently subject to the tax imposed on banks by Section 12-11-20 of the South Carolina Code, which is enforced by the South Carolina Department of Revenue as a franchise tax. The opinion of Bond Counsel is limited to the laws of the State of South Carolina and federal tax laws. No opinion is rendered by Bond Counsel concerning the taxation of the Series 2015 Bonds or the interest thereon under the laws of any other jurisdiction.

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MISCELLANEOUS

Continuing Disclosure

The County has determined that no financial or operating data concerning the County is material to any decision to purchase, hold, or sell the Series 2015 Bonds, and the County will not provide any such information.

The County will covenant in the Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), between the County and Digital Assurance Certification, L.L.C. (the "Dissemination Agent"), for the benefit of the Beneficial Owners of the Series 2015 Bonds, to provide certain financial information and operating data relating to the County (the "Annual Report") by not later than 210 days after the end of each fiscal year of the County, commencing with fiscal year 2015, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report and the notices of material events will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access ("EMMA") system. The form of the Disclosure Agreement is attached hereto as Appendix E. These covenants have been made in order to assist the Underwriter in complying with the Rule.

As provided in the Disclosure Agreement, if the County fails to comply with any provision of the Disclosure Agreement, any registered owner or "Beneficial Owner" of the Series 2015 Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County to comply with its continuing disclosure obligations under the Disclosure Agreement. "Beneficial

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Owner" is defined in the Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Bonds (including persons holding Series 2015 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2015 Bonds for federal income tax purposes. If any person seeks to cause the County to comply with its continuing disclosure obligations under the Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a "Beneficial Owner" within the meaning of the Disclosure Agreement.

During the past five years, the County failed to comply with certain of its continuing disclosure obligations by inadvertently not filing some required supplemental information and by filing its audited financial statements for Fiscal Years 2011 and 2014 1 day and 3 days late, respectively. On January 24, 2014 and June 1, 2015, the Dissemination Agent, on behalf of the County filed with EMMA the additional supplemental information about the County required by its prior undertakings pursuant to the Rule. In addition, the County has now implemented additional procedures to assist it in remaining in compliance with its undertakings pursuant to the Rule.

Closing Certificates

At closing of the sale of the Series 2015 Bonds by the Underwriter, the County will each deliver to the Underwriter a certificate (1) that no litigation is pending or threatened against it that would have a material effect on the issuance or validity of the Series 2015 Bonds or the security for the Series 2015 Bonds or on its financial condition, and (2) that the information contained in this Official Statement relating to it does not contain any misstatement of a material fact and does not omit to state any material fact necessary to make the statements herein contained, in light of the circumstances under which they were made, not misleading.

Ratings

The Series 2015 Bonds received a rating of "_____" from Moody's Investors Service, Inc. ("Moody's") and a rating of "_____" from Standard & Poor's Rating Services ("Standard & Poor's") (together, the "Rating Agencies"). Such ratings reflect only the views of the Rating Agencies and an explanation of the significance of such ratings may be obtained from the Rating Agencies. The County has furnished the Rating Agencies with certain information and materials respecting the County and the Series 2015 Bonds. Generally, the Rating Agencies base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such rating will remain unchanged for any period of time or that it may not be lowered or withdrawn entirely by the Rating Agencies, if in its judgment circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2015 Bonds.

Underwriting

The Series 2015 Bonds will be purchased for reoffering by the Underwriter from the County at an aggregate purchase price of _____ , representing the par amount of the Series 2015 Bonds plus net original issue premium of $_____ and less Underwriter's discount of $_____. The Underwriter has entered into a Bond Purchase Agreement, which provides that the Underwriter will purchase all of the Series 2015 Bonds, if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2015 Bonds will be subject to various conditions contained in the Bond Purchase Agreement.

The Underwriter intends to offer the Series 2015 Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which offering prices may subsequently be changed from time to time by the Underwriter without any requirement of prior notice. The Underwriter has reserved the right to permit other securities dealers who are members of the National Association of Securities Dealers, Inc. to assist in selling the Series 2015 Bonds. The Underwriter may offer and sell the Series 2015 Bonds to certain dealers (including dealers depositing Series 2015 Bonds into investment trusts) at prices lower than the public offering prices set forth on the inside cover page of this Official Statement or otherwise allow concessions to such dealers who may re-allow concessions to other dealers. Any discounts or commissions that may be received by such dealers in connection with the sale of the Series 2015 Bonds will be deducted from the Underwriter underwriting profits.

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Financial Advisor

First Tryon Advisors has acted as Financial Advisor to the County in connection with the issuance of the Series 2015 Bonds. The Financial Advisor does not assume any responsibility for the information, covenants, and representations contained in any of the legal documents with respect to the federal income tax status of the Series 2015 Bonds, or the possible impact of any present, pending, or future actions taken by any legislative or judicial bodies. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the County and, as applicable, to the investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Independent Auditors

The basic financial statements of the County as of June 30, 2014, and for the year then ended, attached hereto as Appendix B, have been audited by Elliott Davis, LLC, independent certified public accountants, to the extent and for the period indicated in its report thereon, which appears in Appendix B. Such financial statements have been included herein in reliance upon the report of Elliott Davis, LLC.

Additional Information

Use of the words "shall," "must," or "will" in this Official Statement in summaries of documents or laws to describe future events or continuing obligations is not intended as a representation that such event will occur or obligation will be fulfilled but only that the document or law contemplates or requires such event to occur or obligation to be fulfilled.

Any statements made in this Official Statement involving estimates or matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or matters of opinion will be realized. Neither this Official Statement nor any statement that may have been made orally or in writing is to be construed as a contract with the owners of the Series 2015 Bonds.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

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RESPONSIBILITY FOR OFFICIAL STATEMENT

The execution and delivery of this Official Statement, and its distribution and use by the Underwriter, have been duly authorized and approved by the County. Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the County that are believed to be reliable but is not guaranteed as to accuracy or completeness by the Underwriter or the County.

FLORENCE COUNTY, SOUTH CAROLINA

By:_____
Its: County Administrator

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APPENDIX A

INFORMATION RELATED TO FLORENCE COUNTY

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FINANCIAL AND TAX INFORMATION

Five Year Summary of General Fund Operations

The following table sets forth a summary of the County's General Fund operations as of June 30 of each of the years shown:

	2011	2012	2013	2014	2015
Revenues					
Taxes[1]	$31,674,056	$31,644,959	$34,056,940	$36,328,230	
Licenses and Permits	2,316,914	2,052,100	1,980,518	1,857,613	
Fines and Fees	3,853,541	3,405,100	3,216,826	3,486,249	
Intergovernmental Revenues	6,272,370	5,405,193	6,291,038	6,079,197	
Sales and other functional revenues	5,515,281	5,654,006	5,690,198	5,545,915	
Miscellaneous	398,405	479,586	455,637	511,301	
Total Revenues	$50,030,567	$48,640,944	$51,691,157	$53,808,505	
Expenditures					
General Government	$19,950,943	$18,668,980	$19,143,650	$20,505,009	
Public Safety	16,798,150	16,941,585	17,595,987	18,004,276	
Public Works	1,397,030	581,784	1,116,950	1,338,263	
Health	5,399,456	5,509,720	6,103,962	7,007,211	
Welfare	430,833	425,734	424,560	432,731	
Culture and recreation	5,344,955	5,073,857	5,353,171	5,358,641	
Education	4,803	4,515	4,515	4,515	
Total Expenditures	$49,326,170	$47,206,175	$49,742,795	$52,650,646	
Excess of Revenues Over (Under) Expenditures	$ 704,397	$ 1,434,769	$ 1,948,362	$ 1,157,859	
Other Financing Sources (Uses):					
Operating transfer in	$ 1,437,278	$ 755,607	$ 730,447	$ 723,294	
Operating transfer out	(2,384,438)	(2,000,343)	(2,053,109)	(1,832,343)	
Total Other Financing Sources (Uses)	($947,160)	($1,244,736)	($1,322,662)	($1,109,049)	
Net Change in Fund Balance	($242,763)	$ 190,033	$ 625,700	$ 48,810	
Fund Balance - July 1	$12,007,396	$11,742,974	$11,944,072	$12,582,066	
Change in Reserve for Inventory	(21,659)	11,065	12,294	25,114	
Fund Balance - June 30	$11,742,974	$11,944,072	$12,582,066	$12,655,990	

[1]Includes Local Option Sales Tax.
Source: Audited financial statements of the County.

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Management's Discussion of Recent Operating Results

[TO BE PROVIDED]

Financial Statements

The financial statements of the County for the year ended June 30, 2011 have been audited by Baird & Company, LLP, Certified Public Accountants, and the financial statements of the County for the years ended June 30, 2012 through 2015 have been audited by Elliott Davis, LLC, Certified Public Accountants. A copy of the basic financial statements of the County for the year ended June 30, 2015 is attached to this Official Statement as

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Appendix B. Copies of complete audited financial statements for the year ended June 30, 2014 and prior years are available for inspection in the office of Kevin V. Yokim, Finance Director, 180 N. Irby Street, Florence, South Carolina 29501, telephone (843) 665-3013 and on the County's website at http://florenceco.org/offices/finance.

Budget Procedure and Accounting Policies

The South Carolina State Constitution requires each county to prepare and maintain annual budgets which provide for sufficient income to meet its estimated expenses for each year. If a county's expenses exceed income in any year, the governing body of the county is required in the following year to levy taxes in an amount which, when added to all other sources of income will be sufficient to pay such deficiency and the estimated expenses for such year.

Pursuant to Section 4-9-10 *et seq.* of the South Carolina Code provides that the fiscal year for county governments begins on July 1 of each year and ends on June 30 of the following year. The County Council is required to adopt annually, prior to the beginning of each fiscal year, operating and capital budgets for the operation of county government. The budgets must identify the sources of anticipated revenue, including taxes necessary to meet the financial requirements of the budgets adopted.

Each year, all agencies of the County submit requests for appropriations to the County Finance Director so that a proposed budget may be formulated. The budget is prepared by fund, function and activity and includes information on the past year, current year estimates and requested appropriations for the next fiscal year. The proposed budget is presented to County Council for review and revision. A public hearing, after due notice has been provided, is held to allow public input as to the proposed budget. Pursuant to the provision of the Home Rule Act, County Council must then take formal action by an ordinance in adopting its annual budget. All ordinances are required to be read at three public meetings of County Council on three separate days with an interval of not less than seven days between the second and third reading. In order to modify the original ordinance adopting the budget, formal action must again be taken by ordinance with due notice provided.

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, as appropriate. Government resources are allocated to and accounted for in individual funds for the purpose of conducting specific activities in accordance with laws, regulations or other restrictions.

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The County's accounting methods and procedures conform to generally accepted accounting principles applicable to governmental entities. The financial statements include all funds, agencies, boards, commissions and authorities of the County and its component unit.

Pursuant to Section 6-1-320 of the South Carolina Code, the County's annual millage rate for operations may increase only at a rate equal to the sum of (a) the increase in the consumer price index, plus (b) the rate of population growth of the County. This limitation may be overridden by a vote of two-thirds of the governing body of the County, but only for the following purposes and only in a year in which such condition exists:

(1) a deficiency of the preceding year;
(2) any catastrophic event outside the control of the County Council such as a natural disaster, severe weather event, act of God, or act of terrorism, fire, war, or riot;
(3) compliance with a court order or decree;
(4) taxpayer closure due to circumstances outside the control of the County Council that decreases by ten percent or more the amount of revenue payable to the taxing jurisdiction in the preceding year; or
(5) compliance with a regulation promulgated or statute enacted by the federal or state government after the ratification date of this section for which an appropriation or a method for obtaining an appropriation is not provided by the federal or state government.

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Summary of General Fund Budget

The following is a summary of the General Fund Budgets of the County (as originally adopted) for the fiscal years ended June 30, 2015 and June 30, 2016:

	2015	2016
General Fund Revenues		
Taxes	$37,940,690	$38,908,243
Licenses and Permits	1,525,350	1,409,900
Fines and Fees	3,229,000	3,185,500
Intergovernmental	5,932,783	5,793,083
Sales and Other Functional Revenues	5,838,050	5,485,600
Miscellaneous transfers in/out (net)	(340,439)	
Total Revenues	$54,125,434	$54,753,707
General Fund Expenditures		
General Government	$21,263,070	$22,035,348
Public Safety	19,477,753	19,217,738
Health	7,370,650	7,421,231
Welfare	552,433	502,109
Culture and Recreation	5,457,013	5,572,766
Education	4,515	4,515
Total Expenditures	$54,125,434	$54,753,707

Source: County Finance Director.

County Operating Revenues

The audited financial statements of the County for the fiscal year ended June 30, 2014, indicate that 67.5% of general fund revenues came from taxpayers of the County; 11.3% came from intergovernmental revenues; 16.8% came from fees, fines, charges and services charged by the County; and 4.4% came from other revenue sources.

Revenues from Ad Valorem Taxes. The largest source of County operating revenues comes from ad valorem taxes (excluding amounts received from the Local Option Sales Tax) paid by taxpayers within the County. A discussion of general tax information, tax rates and millage levied upon taxpayers of the County for County purposes is presented below. All the revenues from ad valorem taxes and fees in lieu of taxes (see "Payments in Lieu of Taxes" herein) are either general fund revenues and may therefore be used by the County on an unrestricted basis or are collected for the purposes of paying debt service on general obligation bonds of the County, or with respect to fees in lieu of taxes, special source revenue bonds of the County. During the past five fiscal years for which information is available, the County received the following amounts as general fund revenues from ad valorem taxes and fees in lieu of taxes:

Fiscal Year Ended June 30	Local Revenues	Fee-in-Lieu of Taxes
2015	$	$
2014	21,812,880	2,484,837
2013	20,221,883	2,164,050
2012	17,807,361	2,104,230
2011	18,819,599	2,031,001

Source: County Finance Director

Local Option Sales Tax

A one percent sales tax (the "Local Option Sales Tax") was imposed in the County beginning May 1, 1994. The sales tax is authorized pursuant to Sections 4-10-10 *et seq* of the South Carolina Code, and a referendum by which the imposition of the tax in the County was approved. The Local Option Sales Tax may be terminated upon

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approval thereof by referendum; a referendum shall be called upon the filing of a petition signed by at least 15% of the qualified electors of the County.

Revenues collected from the Local Option Sales Tax are by law divided into a "Property Tax Credit Fund" and a "County/Municipal Revenue Fund." Presently, 100% of all collections are allocated to the Property Tax Credit Fund. The Property Tax Credit Fund is distributed to the county government (67%) and all municipalities within the county (33% total). The municipalities' 33% share is allocated based upon the population of each municipality as compared to the total municipal population within the county. All amounts allocated from the Property Tax Credit Fund must be applied to a reduction in ad valorem property tax millage; the reduction applicable to a given parcel or item of taxable property is based upon the assessed value of such property compared to the assessed value of all property within the taxing jurisdiction.

Revenues not distributed to the Property Tax Credit Fund, if any, must be deposited in the County/Municipal Revenue Fund. Fifty percent of such revenue is distributed based upon the location of the sale, and the remaining fifty percent is distributed based upon population. County/Municipal Revenue Fund moneys may be deposited to the general fund of a county or municipality, or applied to provide additional millage rollback. As to those counties in which annual Local Option Sales Tax collections exceed five million dollars or more, the State Treasurer is charged with withholding a portion of such collections, not to exceed five percent, for distribution to other counties which have adopted the Local Option Sales Tax but have not collected an amount at least equal to a defined annual minimum amount. The annual minimum amount is equal to two million dollars in the first year of collections within a county, and increases annually based upon a statutory formula.

The following table shows total Local Option Sales Tax Collections for the years shown:

Fiscal Year	Total Receipts	Applied to Rollback	Reserved for Rollback In Future Years
2015	$13,302,224	$14,046,621	($744,377)
2014	13,521,306	13,490,024	31,282
2013	12,925,959	13,410,334	(484,375)
2012	13,095,948	12,317,870	778,078
2011	12,187,658	11,281,040	906,618

Source: County Finance Director.

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Capital Project Sales Tax

Since May 1, 2007, there has been a one percent (1%) capital project sales tax (the "Sales Tax") imposed in the County pursuant to Section 4-12-33 et seq. of the Code and the favorable results of referenda held in the County on November 7, 2006 and on November 5, 2013. The proceeds of the first Sales Tax were used to defray the cost of various road improvement projects in the County. The proceeds of the second Sales Tax will be used to defray the cost of various improvement projects in the County, including fire department, and water and sewer system projects. The Sales Tax is administered and collected by the South Carolina Department of Revenue in the same manner as other sales and use taxes. The revenues of the tax are remitted to the South Carolina Department of Revenue and placed on deposit with the State Treasurer and credited to a fund separate and distinct from the General Fund of the State. After deducting the amount of any refunds made and costs to the South Carolina Department of Revenue of administering the tax (not to exceed one percent of the revenues), the State Treasurer distributes the net revenues quarterly to the County Treasurer and the net revenues may only be used for the purposes stated in the referenda. Unless extended pursuant another referendum, the Sales Tax will end no later than April 30, 2021.

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Sales Tax Collections

The table below sets forth the amount of Sales Tax revenues remitted to the County Treasurer during the past five fiscal years.

Fiscal Year Ended June 30	Sales Tax Received
2015	$21,306,205
2014	22,480,200
2013	21,196,738
2012	21,348,463
2011	20,579,622

Source: County Finance Director

Local Hospitality Fee

The County imposes a local hospitality fee (the "Hospitality Fee") on all amounts paid for prepared food and beverages purchase in the County pursuant to Article 7 of Chapter 1 of Title 6 of the South Carolina Code (the "Hospitality Fee Act"). The Hospitality Fee is imposed by the County at a rate of 2% in unincorporated areas of the County, a rate of 2% within five of County's nine municipalities, with 1% in those five municipalities remitted to the municipality in question, and at a rate of 1% within two of the County's nine municipalities. The County's other two municipalities (Florence and Pamplico) have their own hospitality fee which predates and preempts that of the County.

Imposition of the Hospitality Fee began October 1, 2008. The table below sets forth the amount of net Hospitality Fee revenues remitted to the County Treasurer during the past five fiscal years.

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Fiscal Year Ended June 30	Hospitality Fees Received
2015	$1,459,248
2014	1,405,483
2013	1,405,811
2012	1,362,688
2011	1,312,003

Source: County Finance Director

On December 22, 2011, the County issued its $3,900,000 Hospitality Fee Revenue Bond, Series 2011 (the "Hospitality Fee Bond"). The Hospitality Fee Bond is secured by and payable from revenues of the Hospitality Fee, and its proceeds were used to pay a portion of the cost of a new, 27,000 square foot County Museum building. The final maturity of principal of the Hospitality Fee Bond will be March 1, 2026.

Permitted Investments

Pursuant to Section 6-5-10 of the South Carolina Code, money under the control and jurisdiction of the County Treasurer is permitted to be invested in the investments specified thereunder or in the South Carolina Pooled Investment Fund. Section 6-5-10 provides the following investments: (1) obligations of the United States and its agencies; (2) general obligations of the State of South Carolina or any of its political units; (3) savings and loan associations to the extent that the same are insured by an agency of the federal government; (4) certificates of deposit and repurchase agreements which are collaterally secured by securities of the type described in subsections (1), (2) or (3) of this paragraph; and (5) certain no load open-end or closed-end management type investment companies or trusts which are, in essence, an indirect investment in investments of the kind described in (1) and (2) above or repurchase agreements collateralized by such investments. The South Carolina Pooled Investment Fund is managed by the South Carolina State Treasurer.

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Fringe Benefits and Retirement

A majority of all employees of the County are members of the South Carolina Retirement System (SCRS) or the Police Officers Retirement System (PORS) which are cost-sharing, multi-employer, defined benefit pension plans administered by the South Carolina Retirement Systems, a division of the South Carolina State Budget and Control Board. Both systems offer retirement and disability benefits, cost of living adjustments on an ad hoc basis, life insurance and survivor benefits. Both employees and employers are required to contribute to the plan. Employees covered under both the SCRS and the PORS are required to contribute at a rate of 8.0% of salary. Employers are required to contribute at a rate of 10.75% to the SCRS and 13.01% to the PORS. In addition, participating employers contribute 0.15% of payroll for SCRS and 0.20% for PORS for group life insurance benefits; and 0.20% of payroll for PORS accidental death benefits.

During the fiscal years ended June 30, 2015, 2014 and 2013, the County's covered payroll was $19,744,583, $19,024,639 and $18,168,370, respectively for SCRS – Local Government and $9,253,586, $8,480,293 and $8,258,898, respectively for PORS – Class II. During fiscal years ended June 30, 2015, 2014 and 2013, the County contributed at actuarially determined rates of 10.9%, 10.6% and 10.6%, respectively, for SCRS and 13.41%, 12.84%, and 12.30%, respectively, for PORS. The County's contribution totals are shown below for the past three fiscal years:

SCRS – Local Government	June 30, 2015	June 30, 2014	June 30, 2013
Employer Contributions	$2,152,160	$2,016,612	$1,925,847
PORS – Class II			
Employer Contributions	$1,240,906	$1,088,900	$1,015,844

Post-Retirement Health Insurance Benefits

The County provides post-retirement healthcare insurance premium assistance in accordance with the guidelines in the annual budget ordinance to all employees who retire from the County with fifteen or more years of service, regardless of age, if hired prior to July 1, 2011. Employees hired after June 30, 2011 must retire with at least twenty years of service, regardless of age in order to qualify. The County pays a portion of the medical and hospitalization insurance for retirees. The cost of retirees' healthcare benefits is recognized as an expenditure as claims are paid. For the fiscal years 2013, 2014 and 2015, those costs totaled $458,530, $448,027 and $497,530, respectively.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County provides healthcare benefits to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured and benefits are offered for eighteen months after the employee's termination date.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, local governments including the County are liable for damages not to exceed $300,000 per incident/person and $600,000 per occurrence/aggregate. No punitive or exemplary damages are permitted under the Act. Insurance protection to units of local government is provided from either the South Carolina Insurance Reserve Fund established by the State Budget and Control Board, private carriers, self insurance or pooled self insurance funds. The County currently maintains liability insurance coverage with the South Carolina Counties Property and Liability Trust. In the opinion of the County Administrator, the amount of liability coverage maintained by the County is sufficient to provide protection against any loss arising under the Act.

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CERTAIN FISCAL MATTERS

Property Taxation and Assessment

Article X, Section 1 of the Constitution requires equal and uniform assessments of property throughout the State of South Carolina for the following classes of property and at the following ratios of fair market value of such property:

(1) Real and personal property owned by or leased to manufacturers, utilities and mining operations and used in the conduct of such business - 10.5% of fair market value;
(2) Real and personal property owned by or leased to companies primarily engaged in transportation for hire of persons or property and used in the conduct of such business - 9.5% of fair market value;
(3) Legal residence and not more than five contiguous acres - 4% of fair market value (if the property owner makes proper application and qualifies);
(4) Agricultural real property used for such purposes owned by individuals and certain corporations - 4% of use value (if the property owner makes proper application and qualifies);
(5) Agricultural property and timberlands belonging to corporations having more than 10 shareholders - 6% of use value (if property owner makes proper application and qualifies);
(6) All other real property - 6% of fair market value;
(7) Business inventories - 6% of fair market value (as of 1988, there is available an exemption from taxation of property in this category, hence this item is no longer significant, except that the assessed value of business inventory as of tax year 1987 is taken into account in determining total assessed value for purposes of the bonded debt limit)
(8) Motor vehicles for personal use – 6.0%; and
(9) All other personal property - 10.5% of fair market value.

Homestead Exemption–Property Tax Relief

South Carolina provides, among other exemptions, for homesteads, a general exemption from all ad valorem property taxes and applies to the first $50,000 of value of the dwelling place of persons who are over 65 years of age, totally and permanently disabled or legally blind (the "Homestead Exemption"). In the case of the Homestead Exemption, the State of South Carolina pays each taxing entity the amount to which it is entitled by April 15 of each year from the State's general fund. The following table shows amounts received by way of reimbursing appropriations from the State of South Carolina for Homestead Exemption for all purposes by all taxing entities with the County:

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Tax Year	Homestead Exemption
2014	$
2013	2,456,867
2012	2,390,029
2011	2,238,603
2010	2,241,437

Source: County Finance Director

Payments in Lieu of Taxes

Several of the largest taxpayers in Florence County pay a "payment in lieu" of taxes with respect to new industrial projects, and each year new payment in lieu arrangements are made with other new or expanding companies. The State of South Carolina has adopted a variety of property tax inducements and incentives to promote investment in the State. Qualifying investments of $2.5 million ($1 million in some counties and for certain "brownfield" sites) or more may be negotiated for payments in lieu of taxes for a period of up to 30 years based on assessment ratios of as low as 6% and using millage rates that are either fixed for the term of the incentive or adjusted every fifth year. For investments of at least $45,000,000, owners of projects may also design an alternative payment schedule so long as the present value of the payments under the schedule are equal to the present value of the payments that would have been made without the schedule. The State of South Carolina also provides a more generous inducement for projects creating at least 125 new jobs and providing new invested capital of not less than $150 million, or providing new

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invested capital of not less than $400 million. For these projects, payments may be negotiated based on assessment ratios of as low as 4% and for a term of up to 40 years.

The State of South Carolina provides alternative provisions respecting the distribution of payments in lieu of taxes to entities having taxing jurisdiction at the location of the investment: (i) revenues received in respect of property that is not included in a multicounty industrial park ("MCIP") are allocated annually in proportion to the amounts that would have been received by the taxing entities if the payments were taxes, based on the relative millage rates of overlapping taxing entities in a given year; (ii) revenues received from property that is in an MCIP, however, is distributed in accordance with the agreement creating the park; the amount of the distribution to each taxing entity is, for all practical purposes, controlled by the County. Property may be included in an MCIP under terms of agreements between two or more counties with individual sites being determined primarily by the county in which they are located. Payments in lieu of taxes may be diverted from taxing entities to fund projects which support economic development activities, including projects that are used solely by a single enterprise, either directly or through the issuance of special source revenue bonds secured by payments in lieu of taxes. A county government may also divert payments in lieu of taxes derived from an MCIP to its own corporate purposes or those of other taxing entities in that county.

Projects on which payments in lieu of taxes are made are considered taxable property at the level of the negotiated payment for purposes of calculating bonded indebtedness limits and for purposes of computing the index of taxpaying ability pursuant to the South Carolina Education Financing Act. If the property is situated in an MCIP, the calculation of assessed value for debt limit purposes is based upon the relative share of payments received by all taxing entities which overlap the MCIP. Accordingly, a recipient of payments from an MCIP is able to include only a fraction of the assessed value of property therein in calculating its debt limit.

If a county, municipality or special purpose district pledges to the repayment of special source revenue bonds any portion of the revenues received by it from a payment in lieu of taxes, it may not include in the calculation of its general obligation debt limit the value of the property that is the basis of the pledged portion of revenues. If such political subdivision, prior to pledging revenues to secure a special source revenue bond, has included an amount representing the value of a parcel or item of property that is the subject of a payment in lieu of taxes in the assessed value of taxable property located in the political subdivision and has issued general obligation debt within a debt limit calculated on the basis of such assessed value, then it may not pledge revenues based on the item or parcel of property, to the extent that the amount representing its value is necessary to permit the outstanding general obligation debt to not exceed the debt limit of the political subdivision.

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As an alternative to the issuance of special source revenue bonds, the owners of qualifying projects may receive a credit against payments in lieu of taxes due from the project to pay certain project costs.

Exempt Manufacturing Property

Article X, Section 3 of the Constitution provides that all new manufacturing establishments located in any county after July 1, 1977, and all additions (in excess of $50,000) to existing manufacturing establishments are exempt from *ad valorem* taxation for five years for county taxes only. No exemption is granted from school or municipal taxes, although municipal governing bodies may grant a similar exemption to manufacturing establishments. The table below shows the level of tax-exempt manufacturing property located within the County for the tax years shown below.

Tax Year	Exempt Assessed Value
2014	$7,175,450
2013	7,342,640
2012	7,710,260
2011	9,130,200
2010	11,362,204

Source: County Finance Director

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Millage History

The millage assessed for County general fund operations and debt service in each of the last five fiscal years is set forth below:

	2012	2013	2014	2015	2016
Operations	68.9	71.9	75.4	73.0	74.6
Debt Service	8.0	8.0	9.0	8.5	9.6
Total	76.9	79.9	84.4	81.5	84.2

Source: County Finance Director

Assessed Value

Set forth below is the assessed value of taxable real and personal property of the County for the last five fiscal years for which data is available.

Fiscal Year Ended June 30	Tax Year	Real Property	Personal Property	Total Assessed Value
2015	2014	$328,997,905	$131,606,082	$460,603,987
2014	2013	323,418,529	123,317,733	446,736,262
2013	2012	319,227,733	121,415,097	440,642,830
2012	2011	320,048,276	119,314,499	439,362,775
2011	2010	317,277,883	119,282,439	436,560,322

Excludes the assessed value of motor carrier reimbursements, reimbursements of manufacturer's depreciation, assessment of property otherwise subject to negotiated fees in lieu of taxes, property situated in a multi-county industrial park and Merchants' Inventory. Also excludes manufacturing property exempt from county taxes.
Source: County Finance Director

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2015 Market Value/Assessment Summary of the County

Class of Property	Market Value	Assessed Value
1. Real Property and Mobile Homes	$6,736,308,071	$319,455,676
2. Motor Vehicles	1,009,693,109	64,969,982
3. Public Utilities	254,869,324	26,761,280
4. Manufacturing Property - Real	94,547,890	9,498,229
Manufacturing Property – Personal	135,761,412	14,254,949
5. Marine Equipment	22,943,161	1,276,590
6. Airplanes	6,706,250	268,250
7. Railroads	32,383,963	3,076,477
8. Business Personal Property	47,133,732	4,949,043
9. Merchant's Fixtures and Equipment	151,900,093	15,949,511
TOTAL		

Source: County Finance Director

Tax Collection Procedure

Real and personal taxes in the County are due on or before January 15 of each year with the exception of taxes on motor vehicles. All personal property taxes on motor vehicles are due on or before the last day of the month in which the license tag for each such motor vehicle expires. If property taxes, other than taxes on motor vehicles, are not paid before January 16, a penalty of 3% is added; if not paid before February 2, an additional penalty of 7% is added; if not paid before March 17, an additional penalty of 5% is added and taxes go into execution. Taxes on motor vehicles are subject to similar penalties measured from due date thereof. Unpaid taxes, both real and personal, constitute a first

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lien against the property. The County Treasurer is responsible for the collection of delinquent taxes and is empowered to seize and sell so much of the defaulting taxpayer's estate - real and personal or both - as may be sufficient to satisfy the taxes. Act 388 allows taxpayers to pay property taxes in periodic installments, with the last installment due as of January 15 of each year.

Tax Collections in the County

The following table shows the amount of taxes levied in the County (adjusted to include additions, abatements, and nulla bonae), and taxes collected as of June 30 of the year following the year in which the levy was made, for fiscal years 2011 through 2015. Delinquent taxes include taxes levied in prior years but collected in the year shown.

Fiscal Year	Taxes Subject to Collection	Current Collections	Current % Collected	Delinquent Taxes Collected	Total Collections	Total % Collected
2015	$31,249,576	$30,448,327	97.44%	NA	$30,448,327	97.44%
2014	31,040,981	30,259,781	97.48	483,630	30,743,411	99.04
2013	29,216,979	28,442,895	97.35	478,804	28,921,699	98.99
2012	28,327,206	27,543,336	97.23	554,552	28,097,888	99.19
2011	28,515,396	27,533,870	96.56	635,926	29,169,796	98.79

Includes homestead exemptions and manufacturers exemption.
Source: County Finance Director

Ten Largest Taxpayers [UPDATE]

The ten largest taxpayers in the County, the 2015 assessed value of the taxable property of each located within the County and the estimated amount of 2016 Fiscal Year taxes paid to all taxpaying entities in the County are shown in the following table:

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	Taxpayer	Product/Service	Assessed Valuation	Taxes Paid
1.	Duke Energy Progress, Inc.	Utility	$11,370,820	$3,468,366
2.	FCWC JI PC Nanya	Manufacturer of Polyester Staple Fiber & Filament	4,053,020	2,483,689
3.	QHG of South Carolina	Healthcare	6,681,770	1,863,634
4.	Rocktenn Company	Manufacturer of Paperboard	4,119,860	1,204,583
5.	PR Magnolia, LLC	Retail Mall	3,251,990	905,530
6.	SCE&G	Utility	3,064,990	941,949
7.	CSX Transportation	Railroad	2,937,004	898,331
8.	BellSouth Telecommunications Inc.	Telecommunications	2,931,940	860,206
9.	McLeod Regional Medical Center	Healthcare	2,195,130	612,170
10.	Nucor Corporation	Producer of Steel	1,849,540	524,847

Source: County Finance Director

DEBT STRUCTURE

Legal Debt Limit of the County [Update]

The County may incur general obligation debt in principal amount not exceeding 8% of the assessed valuation of property within its jurisdiction without approval by referendum. General obligation debt approved by referendum is subject to no limits as to principal amount. Payment on debt service of the County's obligations is handled by the Florence County Treasurer. The County's estimated debt limitation is computed below, based upon estimated valuations.

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Assessed Value for fiscal year 2015	$453,428,537
Plus Assessed Value – Manufacturers' Exemption	7,175,450
Net Assessed Value for Computation of Legal debt margin	$460,603,987
	x 8%
Constitutional Debt Limit	$ 36,848,319
Outstanding Debt Subject to Limit as of June 30, 2015	$ 13,745,000
Legal Debt Available without a Referendum	$ 23,103,319

The foregoing calculation excludes debt limit capacity derived from property subject to a fee-in-lieu of taxes. The value of such property for debt limit purposes varies from year to year based upon the payments received by the taxing entity. The issuance of the Series 2015 Bonds will have no impact on the County's debt limit.

Outstanding Debt

The outstanding general obligation bonded indebtedness (excluding amounts of principal payable in 2015 for which taxes have been levied and collected) of the County includes the issues listed below.

(a) The outstanding $4,500,000 of the original principal amount $7,600,000 General Obligation Bonds, Series 2006.

(b) The outstanding $3,800,000 of the original principal amount $5,000,000 General Obligation Refunding and Improvement Bonds, Series 2011.

(c) The outstanding $125,000,000 General Obligation Bonds, Series 2014 which are payable from the proceeds of the Sales Tax. Such general obligation bonds were approved by referendum in connection with the extension of the Sales Tax in November 2013 and are not chargeable against the County's general obligation debt limit. See "FINANCIAL AND TAX INFORMATION - Capital Project Sales Tax."

(d) The outstanding $1,945,000 General Obligation Refunding Bonds, Series 2015.

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Composite General Obligation Bond Debt Service of the County

The table on the following page shows annual principal and interest requirements on the outstanding general obligation bonds of the County.

Calendar Year	2006 Bonds	2011 Bonds	2014 Bonds*	2015 Bonds	Total
2015	$ 974,798	$ 402,269	$ 19,401,475	$ 8,573	$ 20,787,115
2016	1,170,860	400,919	19,894,025	402,580	21,868,384
2017	1,171,860	404,419	20,175,150	401,869	22,153,298
2018	1,254,766	407,719	20,369,400	402,103	22,433,988
2019	1,258,774	405,869	20,648,300	397,306	22,710,249
2020	0	408,869	20,931,100	401,454	21,741,423
2021	0	0	21,216,000	0	21,216,000
Total	$5,831,058	$2,430,064	$142,635,450	$2,013,885	$152,910,457

*The Series 2014 Bonds are payable from the proceeds of the Sales Tax. Such general obligation bonds were approved by referendum in connection with the extension of the Sales Tax in November 2013 and are not chargeable against the County's general obligation debt limit.

Capital Leases and Other Debt

The County was the obligor under certificates of participation issued by the Florence County Public Facilities Corporation (the "PFC") in the original principal amount of $42,545,000 on October 1, 1990 (the "1990 COPS"), to provide funds for the construction of a law enforcement/detention center, a civic center, and acquiring certain equipment. On December 1, 1992, the PFC issued Certificates of Participation in the original principal amount of

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$45,880,000 (the "1992 COPS") refunding the 1990 COPS; on March 3, 2003 the PFC issued Certificates of Participation in the original, principal amount of $29,515,000 (the "2003 COPS") refunding the 1992 COPS; and on November 23, 2010, the PFC entered into a Lease-Purchase Financing with Branch Banking and Trust Company in the original principal amount of $21,158,666 (the "2010 Lease Financing") refunding the 2003 COPS financing and paying the cost of capital improvements of the County. The County further refunded the 2010 Lease Financing, adding approximately $6,000,000 in principal for various capital improvements, by and through its $22,487,000 Facilities Refunding and Improvement Lease-Purchase Financing, Series 2013 (the "2013 Lease Financing"), and is the obligor with respect to the 2013 Lease Financing, but its obligation to make payment with respect thereto is subject to annual appropriation. The current outstanding principal amount of the 2013 Lease Financing of the County is $13,616,000. The amounts outstanding under the 2013 Lease Financing bear interest at a fixed rate of 1.82%.

Because the portion of the principal amount of the 2013 Lease Financing that was used to refund the 2003 COPS is not chargeable against the County's general obligation debt limit, and that portion used to finance or refinance capital improvements in 2010 and 2013 is so chargeable, payments under the 2013 Lease Financing are divided into Series A Payments (applicable to the $6,569,000 portion of the outstanding principal of the 2010 Lease Financing that is not chargeable against the County's general obligation debt limit) and Series B Payments (applicable to the $7,047,000 portion that is so chargeable).

Legal Debt Limit of Incorporated Municipalities and Special Purpose Districts

Under the provisions of Article X, Section 14 of the Constitution, each county, incorporated municipality and special purpose district may, in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law, incur general obligation debt authorized by a majority vote of the qualified electors thereof voting in a referendum, without limitation as to amount, and incur, without an election, general obligation debt (in addition to bonded indebtedness existing on November 30, 1977, and bonded indebtedness authorized by a majority vote of qualified electors) in an amount not exceeding 8% of the assessed value of all taxable property therein.

Special Tax Districts

The Constitution and the Home Rule Act empower counties to tax different areas at different rates of taxation related to the nature and level of governmental services provided. Special tax districts may be created for a variety of purposes and by several procedures which require a petition of electors or freeholders (signed by a requisite percentage of the electors or freeholders) in a proposed special tax district. A petition signed by 15% of the electors requires a subsequent election in order to create the special tax district. After one of the above procedures, a special tax district is created by ordinance of the county council. Special tax districts in the entire unincorporated area of a county may be established by ordinance of the county council.

Sections 14 and 12 of Article X of the South Carolina Constitution provide that bonded indebtedness may be incurred by counties for sewage disposal or treatment, fire protection, street lighting, garbage collection and disposal, water service, or any other service or facility benefiting only a particular geographical section of a county, such as a special tax district as described in the preceding paragraph, provided a special assessment, tax, or service charge, in an amount designed to provide debt service on bonded indebtedness incurred for such purposes, shall be imposed upon the area or persons receiving the benefit therefrom; and general obligation debt so incurred shall not be considered in computing the bonded indebtedness of counties under the 8% debt limitation. The County presently has outstanding the $3,500,000 General Obligation Bond Anticipation Note of 2014 which matures on August 1, 2015 (the "2014 BAN"). A portion of the proceeds of the 2014 BAN refunded all of the County's General Obligations Bonds for its various fire special tax districts. During 2015, the County expects to issue general obligation bonds for its new consolidated fire special tax district in the estimated principal amounts of not exceeding $3,560,000 and $8,300,000 to pay at maturity the 2014 BAN and to defray the costs of new projects serving the Florence County Fire District, respectively. [update]

Legal Debt Limit of School Districts

Article X, Section 15 of the Constitution empowers each school district of the State of South Carolina to incur general obligation debt in such manner and upon such terms and conditions as the General Assembly shall prescribe by law. After November 30, 1982, each school district may incur general obligation debt, upon such terms and conditions as the General Assembly may prescribe, in an amount not exceeding 8% of the assessed value of all

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taxable property of such school district. Bonded indebtedness existing on November 30, 1982, and bonded indebtedness authorized by a majority vote of the qualified electors of a school district voting in a referendum will not be considered in the computation of the 8% limitation.

ECONOMIC CHARACTERISTICS

Description of Florence County, South Carolina

Florence County was established in 1888 and is located in the northeastern section of South Carolina, which is also known as the Pee Dee region. The County has an area of 806 square miles, a 2010 population of 136,885, and is bordered on the east by the Great Pee Dee River, on the south by Clarendon and Williamsburg Counties, on the southwest by Sumter County, on the west by Darlington and Lee Counties, and on the North by Darlington, Marlboro, and Dillon Counties. The City of Florence, the largest municipality in the County and the county seat, had a 2010 population of 37,056. The local economy of the County enjoys a well-balanced industrial, agricultural and manufacturing base. The County's growth has been underpinned by the expansion of the two hospital systems, McLeod Regional Medical Center and the Carolinas Hospital System, and the growth of the two major higher education institutions, Francis Marion University and Florence-Darlington Technical College.

The County has seen significant growth in locating new industries, as well as the expansion of several existing businesses due to its prime location near interstates I-95 and I-20. In the past five years, more than $1.1 billion has been invested in the County from companies like GE Healthcare, Johnson Controls, Monster.com, QVC, Roche and Otis Elevator. In 2012, Johnson Controls completed an investment of more than $100 million to construct a battery recycling facility, the first of its kind permitted in the United States for over a decade, on a 270-acre site near US Highway 76 in the County. In 2013, following a $40 million investment, Otis Elevator opened a manufacturing facility in the County in order to construct its next generation of elevators.

In November 2012, wholesale grocery company W. Lee Flowers announced an expansion of its County operations entailing an investment of $6.5 million and creation of 15 jobs, and in the same month Honda of South Carolina Mfg., Inc. announced a $27 million expansion of its Florence County facility. In March 2013, ICE Recycling LLC announced expansion of its recycling operations by purchasing an existing facility in Lake City. ICE Recycling, a total recycling company serving industrial plants, will invest $1.05 million and anticipate a creation of 15 new jobs. In April 2013, Wellman Plastics and Recycling announced their expansion of operations with a $5.5 million investment and the creation of 50 jobs. In May 2013, GE Healthcare broke ground on a new 5,000 square-foot, $17 million helium liquefaction facility that will create 50 jobs. The new facility will capture helium gas and compress it into cold liquid form, which is necessary for the proper function of MR magnets when imaging patients. In December, 2013, McCall Farms announced its $19.3 million dollar investment through its addition of a new canning line, Bruce's Yams, which is expected to generate 140 new jobs. Also Med-Enroll announced in February 2015 its $3.5 million investment to establish company headquarters and a processing center in the County's 15,000 square-foot historic Rainwater Building. The investment is expected to create 153 new jobs. Med-Enroll is a startup service firm specializing in assisting businesses with the management of healthcare costs by finding alternative, low-cost healthcare solutions.

Since 2008, global economic conditions have led to closures and curtailment of certain business operations in the County. Most notably, in July 2009, DuPont Teijin announced the closure of it facility, which employed 173 people. This closure was completed in December 2010. In November 2010, Roche, parent company of Roche Carolina, Inc., announced a global restructuring initiative that will involve the loss of approximately 4,800 jobs worldwide and the sale of the Roche Carolina, Inc. facility. However, at the present time Roche Carolina, Inc. has only lost 136 employees and has announced it plans not to sell the facility until the patent on two of its medications expires. Roche Carolina, Inc. added approximately 90 employees in 2013, and the County anticipates that it will maintain the facility permanently. In November 2013, H.J. Heinz announced the closure of its plant in Pee Dee Touchstone Energy's Commerce City. Ruiz Food Products, Inc. a producer of frozen Mexican food and snack products subsequently purchased the former H.J. Heinz facility and has begun making renovations. The $35 million investment by Ruiz Food Products, Inc. is expected to create more than 500 new jobs over the next several years. In March 2015, Worthington Industries Engineered Cabs LLC, announced plans to close its metal fabrication facility located in the Pee Dee Commerce City Park and lay off all of its 310 employees. The facility will close in September 2015.

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Major Employers

Set forth in the following table are ten of the top public and private sector employers located in the County, their type of business and approximate number of employees. There can be no assurance that any employer listed below will continue to be located in the County. No independent investigation has been made of, and no representation can be made as to, the stability or financial condition of the employers listed below, except as noted:

Employer	Product/Service	Approximate Number of Employees
McLeod Regional Medical Center	Health Care	4,900
Carolinas Hospital System	Health Care	1,850
TRICARE PGB	Insurance	1,100
Assurant	Insurance	1,300
Nan Ya Plastics Corporation	Polyester Staple Fiber & Filament	900
McCall Farms	Producer of canned and frozen vegetables	850
Florence County	Government	841
Honda of South Carolina Mfg.	Manufacturer of ATVs	662
Otis	Manufacturer of Elevators	554
QVC	Distribution	544

Source: Florence County Economic Development Partnership.

Unemployment

The following table shows County, State and national unemployment rates for the years shown:

Year	Florence County	South Carolina	United States
2014	7.3%	6.4%	6.2%
2013	8.5	7.6	7.4
2012	9.6	9.2	8.1
2011	11.0	10.5	8.9
2010	11.4	11.2	9.6

Source: U. S. Department of Labor, Bureau of Labor Statistics.

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Labor Force and Employment

The labor force participation rates of resident of the County (by place of residence) for the last five years for which information is available is as follows:

	2014	2013	2012	2011	2010
Civilian Labor Force	63,830	63,014	62,956	63,330	63,114
Employment	59,197	57,654	56,904	53,351	55,920
Unemployment	4,633	5,360	6,052	6,979	7,194
% of Labor Force Unemployed	7.3%	8.5%	9.6%	11.0%	11.4%

Source: U. S. Department of Labor, Bureau of Labor Statistics.

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Population

The following table shows the population of Florence County over the last three decades and the most current year available.

Year	Population
2014[(1)]	138,326
2010	134,208
2000	125,761
1990	114,344

[(1)]Estimate.

Source: Board of Economic Advisors and Office of Economic Research of the State Revenue and Fiscal Affairs Office; U.S. Department of Commerce, Bureau of the Census.

Facilities Serving the County

Education

There are 38 schools in the County's five school districts: 22 elementary, 8 middle, 7 high schools and 1 career center. Based on the 2013-14 135-day average daily membership, there are approximately 22,397 students enrolled county-wide. [update]

Higher Education

The Florence-Darlington Technical Education Center was established in 1963 to serve Florence, Darlington, Dillon and Marion counties. In 1974, the Florence-Darlington Technical Education Center received accreditation from the Southern Association of Colleges and Schools and changed its name to Florence-Darlington Technical College. Its original campus of less than 10 acres has expanded to nearly 100 acres with a modern complex of eight major buildings totaling nearly 300,000 square feet. Florence-Darlington Technical College is one of 16 technical colleges that make up the South Carolina Technical Education System, which is under the coordination of the South Carolina Board for Technical and Comprehensive Education. Florence-Darlington Technical College is a two-year technical school with a Fall 2014 enrollment exceeding 6,000 students.

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Special programs and services offered include the Advanced Welding and Cutting Center, the Caterpillar Dealer Academy and a CISCO systems training laboratory. The recently completed SiMT offers businesses the cutting-edge, strategic training and manufacturing technology solutions to maximize workforce productivity in the Southeast. In January 2014, Florence-Darlington Technical College announced a ten year, $52 million campus expansion.

Francis Marion University ("FMU"), located in Florence County, is a four-year, comprehensive university founded in 1970. FMU had a Fall 2014 enrollment of over 4,000 students and offers a broad range of undergraduate degrees and a select number of graduate programs. FMU cooperates with other colleges and universities to offer courses leading to degrees at those institutions. A four-year program of the Reserve Officer Training Corps (ROTC) is available. Phase II of University Villas opened in the Fall of 2007 providing housing for an additional 190 students. The Center for the Child, a combination day care and learning lab facility, opened in August, 2008.

The Francis Marion University Performing Arts Center located in downtown Florence opened at the end of August, 2011. The 61,000-square-foot center seats 900 in the main hall and 100 in the black box theater next to the main hall, and includes classrooms, faculty offices, dressing rooms, other performance preparation spaces, and the center's operations center, and will include a variety of performances including musical events and touring Broadway-style shows. Additionally, the building will house offices for the Florence Symphony, the Masterworks Choir and the Drs. Bruce and Lee Foundation.

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Health Care

Florence County serves as the regional medical center for the northeastern half of South Carolina. McLeod Regional Medical Center is the largest employer in the County. McLeod Regional Medical Center has, in the past few years, constructed a women's hospital pavilion as well as a four-story medical office building and has completed construction on an additional five-story medical office building. With 453 licensed beds and 40 additional neonatal intensive care beds, McLeod is the teaching hospital and referral center for a 12-county area, supporting a Family Medicine Residency Program with 27 physicians, a pharmacist and a psychologist. McLeod is a medical leader in several areas, with Centers of Excellence including the Cancer Center for Treatment and Research; the Children's Hospital; the Heart Institute; McLeod Behavioral Health Services; the Neonatal Intensive Care Unit; the Pediatric Intensive Care Unit; the Neuro Science Center; the Outpatient Center; and the Women's Pavilion.

McLeod completed construction in 2008 on an expansion to the McLeod Pavilion Tower which increased the five-story Pavilion Tower to twelve floors to house 140 general acute care beds and 16 operating suites. McLeod is currently in the process of completing a building plan, begun in 2009, which includes reconfiguring patient rooms, addition of a heart and vascular institute, a cancer center, orthopedic and sports medicine facilities, two new ICU towers, and construction of two new parking garages. In April 2011, McLeod announced acquisition of Loris Healthcare System, which includes Loris Medical Center in Loris and Seacoast Medical Center in Little River.

The consolidation of Bruce Hospital System and Florence General Hospital in 1995 created the largest hospital in the Pee Dee region, Carolinas Hospital System, with 408 beds. Affiliates of Carolinas Hospital System include a 24-bed acute care rehabilitation facility, a 44-bed subacute rehabilitation facility, the Men's Diagnostic Center, MRI Center, the Balance Disorder Center, and Bruce Hall, a center for the treatment of drug and alcohol dependency. In the summer of 2006 Carolinas Hospital System completed a $25 million expansion project which included a three-story addition with 48 new acute care beds, a new 12-bed intensive care unit and an oncology unit. Hospital growth also included an 18-bed addition to the newly remodeled Carolinas Rehabilitation Hospital and the opening of the Floyd Conference Center, a facility for health education and community meetings.

In 2012, McLeod Heath, Carolinas Hospital System, Francis Marion University, and the University of South Carolina School of Medicine announced the creation of the Pee Dee Health Education Consortium (the "PDHEC"). The PDHEC is currently implementing a third and fourth year medical student education program, which will be housed in a facility to be constructed in the City of Florence, and will be operated in conjunction with a physician assistant and nurse practitioner program. The combined programs are anticipated to bring approximately 400 students to the downtown area of Florence.

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Transportation

The County's location within the region is complimented by a highway transportation network consisting of interstate highways I-20 and I-95 and U.S. highways 52, 76, 301 and 378, as well as numerous State highways. Motor freight carriers serve the County, with 20 nearby terminals. Bus service is provided by Greyhound/Trailways. The Pee Dee Regional Transportation Authority (PDRTA) provides public transportation within the city and to many rural locations within the County, including a "shuttle" service to Myrtle Beach.

The Florence Regional Airport is located two miles east of downtown Florence. The runways are paved and lighted, 150 feet wide and approximately 6,500 feet long. The airport offers air frame and power plant repairs, fuels, 24-hour weather service, flight instruction and charter flights. A multi-million dollar expansion project for the airport has recently been completed.

Rail transportation in the County is provided by CSX Transportation and passenger service is provided by Amtrak.

Libraries

The Florence County Library provides service through a main library, five branch libraries in the surrounding municipalities, and a bookmobile. In June 2004, the Drs. Bruce and Lee Foundation Library opened containing 81,000 square feet on two floors. The new state of the art library includes a 215-seat meeting room and a conference room; 75 internet-accessible computers for the public; a state of the art South Carolina History and Genealogy room; and a state

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of the art children's library. Currently, the library has approximately 254,000 volumes available for loan to the public. In 2010 the County completed the last of four branch libraries in the rural area of the County, each of which is now more than twice the size of its previous facilities causing an increase in patronage at each new facility.

Recreation

In 1997, County Council commissioned LS3P and Associates of Charleston, South Carolina to develop a recreation master plan for Florence County. County Council accepted the recommendations in 1999 and committed $500,000 the following fiscal year for implementation of the plan. Since that initial investment, Florence County Parks and Recreation (the "Recreation Department") has experienced significant growth, highlighted by the transfer of Lynches River Park from the South Carolina Department of Parks, Recreation and Tourism to the County. The recent completion of the Savannah Grove Baseball Complex along with Ebenezer Park provides the Recreation Department with approximately 860 total acres and more than 40 baseball fields throughout the County.

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APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE COUNTY FOR THE FISCAL YEAR ENDED JUNE 30, 2014

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APPENDIX C

SUMMARY OF DOCUMENTS

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APPENDIX D

FORM OF BOND COUNSEL OPINION

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APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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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 "County") 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 County 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 County or anyone on the County'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 County 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 County 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 County pursuant to Section 9 hereof.

"Disclosure Representative" means the administrator, chief financial officer, finance director or other officer of the County or his or her designee, or such other person as the County 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.

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"Failure to File Event" means the County'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.

"Issuer" means Florence County, South Carolina.

"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 County, 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.

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"Official Statement" means that Official Statement prepared by the County 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 County 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 seven months after the end of each fiscal year of the County, commencing with the fiscal year ending June 30, 2015. 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 County 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 County 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 County 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 County are prepared but not available prior to the Annual Filing Date, the County 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 County 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:

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;"

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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;"

(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 County 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 County pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

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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 County 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 County 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 County and the information provided in the table of the Official Statement under the heading "SECURITY FOR THE SERIES 2015 BONDS – Accommodations Fee Revenue" for such fiscal year.

(b) 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 County 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 County 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:

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, 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;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. 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.

13. 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

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The County 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

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categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County 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 County 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 County 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 County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County 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 County 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 County 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 County 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 County, 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 County 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 County 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 County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the County 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 County 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 County desires to make, contain the written authorization of the County for the Disclosure Dissemination Agent to disseminate such

information, and identify the date the County desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the County 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.

(c) The parties hereto acknowledge that the County 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.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the County 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 County 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 County 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 County 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 County 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.

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SECTION 9. Disclosure Dissemination Agent. The County has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The County 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 County or DAC, the County 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 County 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 County.

SECTION 10. Remedies in Event of Default. In the event of a failure of the County 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 County 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 County and shall not be deemed to be acting in any fiduciary capacity for the County, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the County'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 County has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the County at all times.

The obligations of the County 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 County.

(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 County 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 County 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 County 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 County. No such amendment shall become effective if the County 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 County, 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.

DRAFT

EXHIBIT D

The Disclosure Dissemination Agent and the County 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

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT D

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer:	Florence County, South Carolina
Obligated Person(s):	Florence County, South Carolina
Name of Bond Issue:	Accommodations Fee Revenue Bonds, Series 2015
Date of Issuance:	December __, 2015
Date of Official Statement:	November __, 2015

CUSIP Numbers:

Maturity November 1	CUSIP	Maturity November 1	CUSIP

DRAFT

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Florence County, South Carolina
Obligated Person(s):	Florence County, South Carolina
Name of Bond Issue:	Accommodations Fee Revenue Bonds, Series 2015
Date of Issuance:	December ___, 2015
Date of Disclosure Agreement:	November __, 2015

CUSIP Numbers:

Maturity November 1	CUSIP	Maturity November 1	CUSIP

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the County and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The County 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 County

_____

DRAFT

EXHIBIT D

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: _____

DRAFT

EXHIBIT D

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 June 30, 2015 between Florence County, South Carolina 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 event 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."

DRAFT

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: _____

EXHIBIT D

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 June 30, 2015 between Florence County, South Carolina 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 event 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."

DRAFT

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: _____

EXHIBIT D

FLORENCE COUNTY COUNCIL MEETING

Thursday, October 15, 2015

AGENDA ITEM: Ordinance No. 12-2015/16
Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Cheryl Poston Located At 513 North Pamplico Highway, Pamplico, As Shown On Florence County Tax Map No. 00349, Block 02, Parcel 012; Consisting Of Approx. 2.72 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.]
(Planning Commission approved 8 to 0; Council District 2)

POINTS TO CONSIDER:

1. The subject property is currently zoned R-1, Single-Family Residential District.
2. Surrounding land uses consist of Single-Family Residential and Vacant Land.
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 RU-1 is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Although the Rural Preservation land use has agricultural residential use as primary, land uses also include commercial.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 12-2015/16
2. Staff report for PC#2015-12
3. Location Map
4. Zoning Map
5. Aerial Map

Sponsor(s)	:	Planning Commission	I, _____,
Planning Commission Consideration	:	August 25, 2015	Council Clerk, certify that
Planning Commission Public Hearing	:	August 25, 2015	this Ordinance was
Planning Commission Action	:	August 25, 2015 [Approved 8-0]	advertised for Public
First Reading/Introduction	:	September 17, 2015	Hearing on_____.
Committee Referral	:	N/A	
County Council Public Hearing	:	N/A	
Second Reading	:	October 15, 2015	
Third Reading	:		
Effective Date	:	Immediately	

ORDINANCE NO. 12-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Cheryl Poston Located At 513 North Pamplico Highway, Pamplico, As Shown On Florence County Tax Map No. 00349, Block 02, Parcel 012; Consisting Of Approximately 2.72 Acres From R-1, Single-Family Residential District To RU-1, Rural Community 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 August 25, 2015.

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

draft

1. Property located at 513 North Pamplico Highway, Pamplico, bearing Tax Map No. 00349, Block 02, Parcel 012 is hereby rezoned to RU-1, Rural Community 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:

_____
Connie Y. Haselden, Council Clerk

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

SIGNED:

_____
Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
AUGUST 25, 2015
PC#2015-12
ORDINANCE NO. 12-2015/16

SUBJECT:	Map Amendment request from Single Family Residential District (R-1) to Rural Community District (RU-1)
LOCATION:	Parcel is located at 513 N. Pamplico Hwy., Pamplico, SC
TAX MAP NUMBER:	00349, Block 02, Parcel 012
COUNCIL DISTRICT(S):	2; County Council
OWNER OF RECORD:	Cheryl Poston
APPLICANT:	Cheryl Poston
LAND AREA:	2.72 Acres
WATER /SEWER AVAILABILITY:	Town of Pamplico
ADJACENT WATERWAYS/ BODIES OF WATER:	None
FLOOD ZONE:	Flood Zone: X

SUROUNDING LAND USE:
North: Single-Family Residential District (R-1), Town of Pamplico
South: Single-Family Residential District (RU-1), Town of Pamplico
West: Vacant Land, Single-Family Residential District (R-1), Town of Pamplico
East: Single-Family Residential District (R-1), Vacant Land Rural Resource District (RU-2), Town of Pamplico

STAFF RECOMMENDATION:
Approve as submitted.

STAFF ANALYSIS:

History
The Single-Family Residential District (R-1) zoning reflects the original zoning of the parcel with the Zoning Ordinance and Map of 2009. This parcel has not made prior application of the Planning Commission or Board of Zoning Appeals.

Adjacent parcels, in January 2015, submitted an application for a map amendment to the Planning Commission, to rezone from R-1 to RU-1. Planning Commission denied the Map Amendment with a Vote of 5 to 0; however County Council approved the Map Amendment April 2015.

Existing and Proposed Zoning:
The subject parcel is currently a single-family residential home and currently zoned Single-Family Residential District (R-1). The parcel is contiguous to Rural Community District (RU -1). The current use of this land is a single family residential home on 2.72 acres with no accessory structures, within the Town of Pamplico.

The applicant has requested a map amendment for the parcel to Rural Community District (RU - 1). This zone district offers a wide range of land uses which includes but is not limited to residential, agricultural, manufactured homes, duplexes, professional services, small retail, as well as gas stations and liquor stores with limited square footage. The applicant has requested an accessory structure which exceeds the permitted square footage for the existing Single-Family Residential District (R-1).

Traffic Review:
Present accesses to the parcel are by way of N. Pamplico Hwy and W. Lynhurst Rd. The map amendment to this parcel will not have an effect on traffic flow for the area.

Florence County Comprehensive Plan:
Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Future Land Use Map. The request for the map amendment to Rural Community District (RU-1) is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Although the Rural Preservation land use has agricultural residential use as primary, land uses also include commercial.

Chapter 30-ZONING ORDINANCE
The following sections of the Florence County Zoning Ordinance Chapter 30 were reviewed for this application:

ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY, Section 30-2. - Purpose of districts.

Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

Residential districts: Single-Family Residential District: R-1, R-2, R-3 and R-3A 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.

Rural districts: Rural Community District (RU-1): The intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246. - Accessory buildings and uses.

Purpose: To establish the general rules for the placement of accessory structures and uses to a principal use on a parcel. As a general rule, all accessory structures and uses shall only be placed in side or rear yards. Any exception to this rule shall be spelled out in detail below.

(1) Accessory structures and uses to observe required setbacks. Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

(2) General requirements.

a. Residential districts:

1. The number of accessory structures shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory structures shall not exceed 1,000 square feet.
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. Setbacks of three feet from side and rear property lines shall be observed.

b. All other zoned districts:

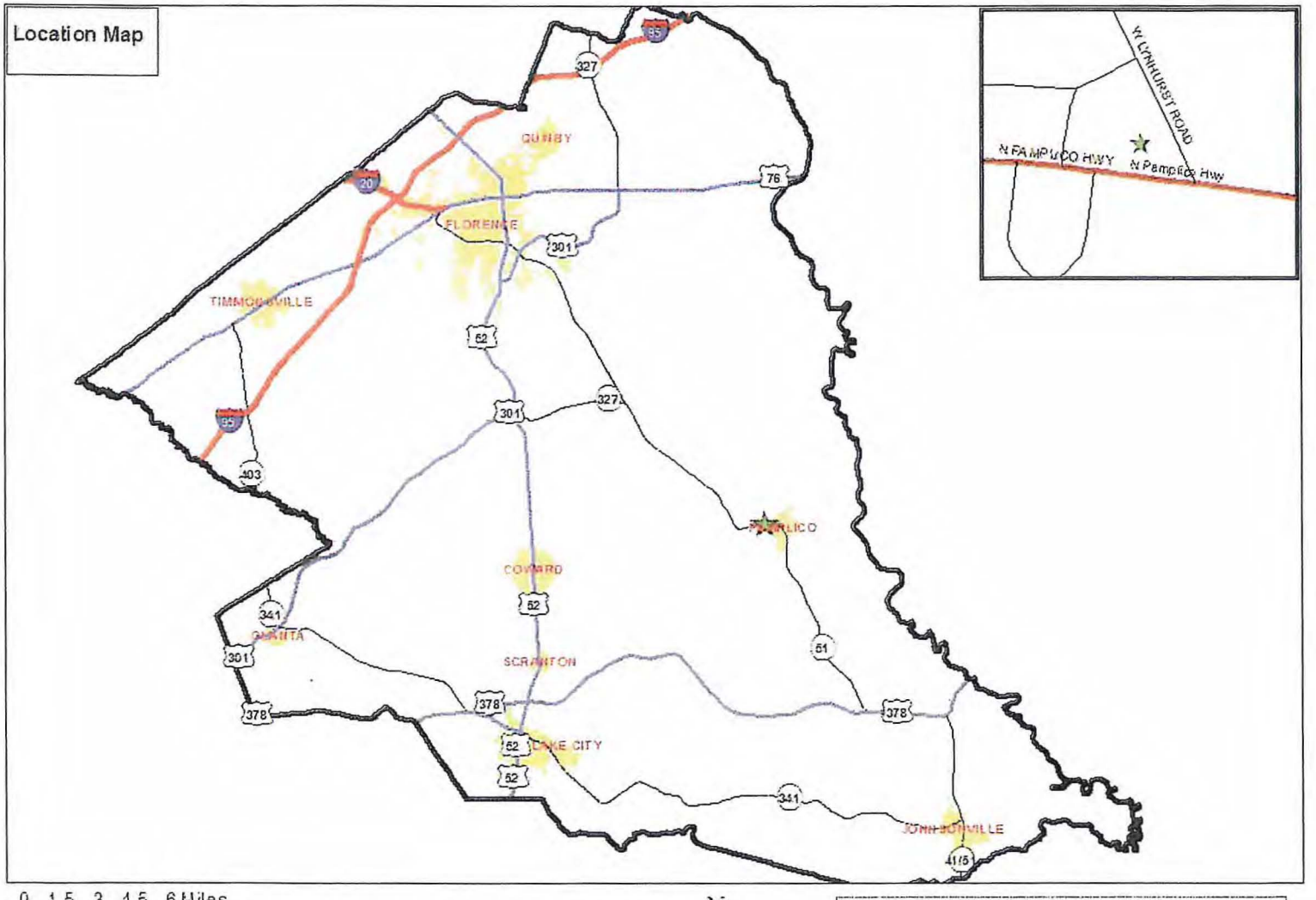
1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.

Florence County Planning Commission Action: August 25, 2015:

The eight Planning Commission members present approved the request unanimously at the meeting held on August 25, 2015.

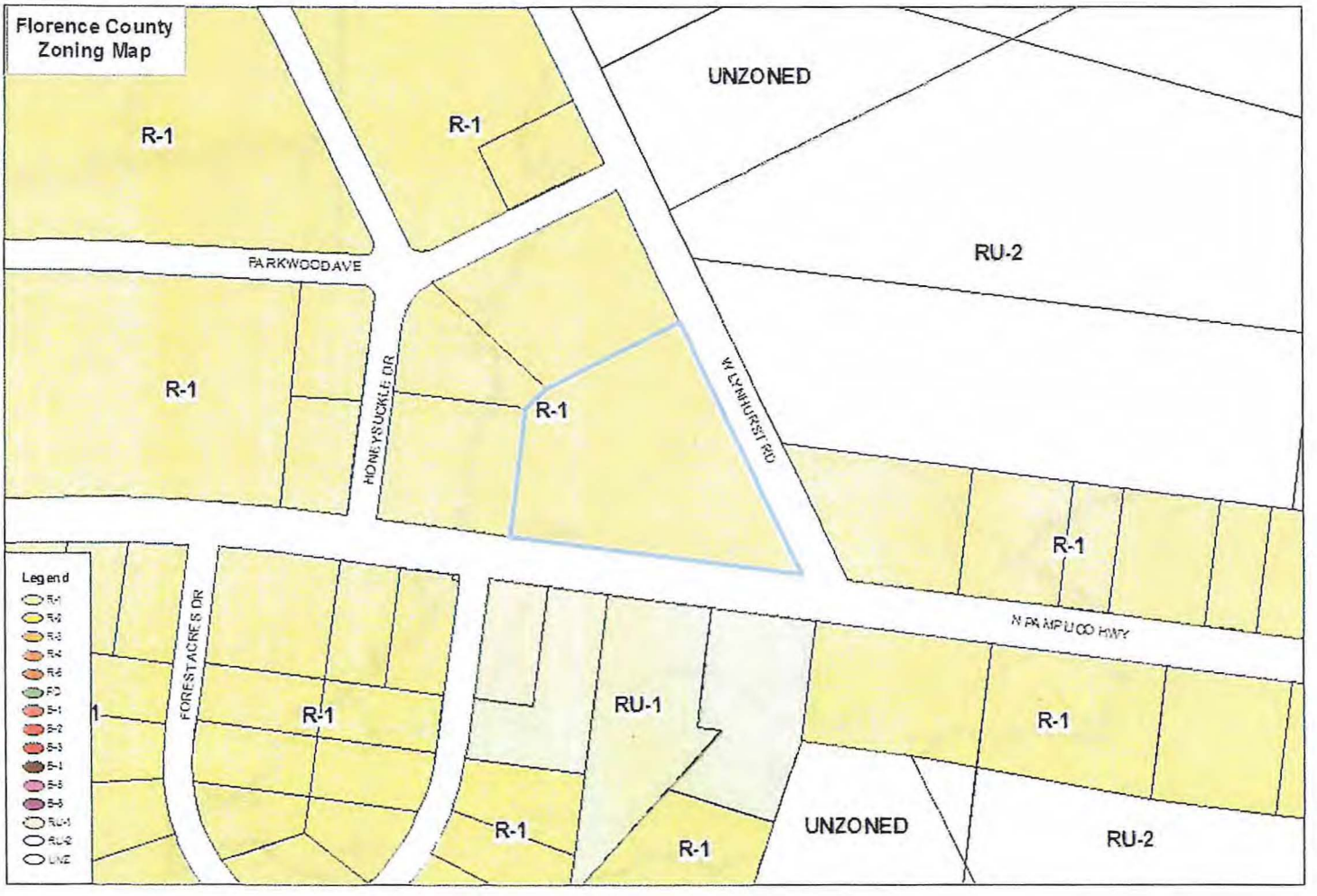
Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for a map amendment from Single Family Residential District (R-1) to Rural Community District (RU-1).



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-08-04

Council District(s): 2
PC#2015-12


Florence County
Zoning Map
UNZONED
R-1
R-1
RU-2
PARKWOOD AVE
R-1
HONEYSUCKLE DR
R-1
W LYNWURST RD
R-1
N PAMPLICO HWY
Legend
FOREST ACRES DR
R-1
RU-1
R-1
R-1
UNZONED
R-1
RU-2
0 105 210 420 Feet
Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-08-04
N
Council District(s): 2
PC#2015-12



0 105 210 420 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-08-04

N

Council District(s): 2
PC#2015-12

FLORENCE COUNTY COUNCIL MEETING
Thursday, October 15, 2015

AGENDA ITEM: Ordinance No. 13-2015/16
Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District; And Other Matters Related Thereto.] *(Planning Commission **approved** 8-0: All Council Districts)*

POINTS TO CONSIDER:
1. Council District(s): All Florence County Council Districts.
2. The amendments to Section 30-29, Table II: Schedule of parking and conditional uses and off-street parking requirements for business & rural districts will reduce intensity of land uses from the current RU-1 District.
3. The new RU-1A district will be available for use in all jurisdictions where the Florence County ZONING ORDINANCE (Chapter 30 of the Florence County Code of Ordinances) is used.
4. The new RU-1A district will retain the same requirements as RU-1 district in Section 30-30, Table III: Zoning Setbacks.
5. The Planning Commission and Planning Department staff has developed the amendments to the Ordinance to meet the request by the Committee of the Florence County Council on Public Service & County Planning.

OPTIONS:
1. ***(Recommended)*** Approve as Presented.
2. Provide An Alternate Directive.

ATTACHMENTS:
1. Ordinance No. 13-2015/16, w/markup shown
2. Staff report for PC#2015-14

Sponsor(s)	: Planning Commission
Planning Commission Consideration	: August 25, 2015
Planning Commission Public Hearing	:August 25, 2015
Planning Commission Recommendation	:August 25, 2015[Approved 8-0]
First Reading/Introduction	:September 17, 2015
Committee Referral	: N/A
County Council Public Hearing	:October 15, 2015
Second Reading	:October 15, 2015
Third Reading	:
Effective Date	: Immediately

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

ORDINANCE NO. 13-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District; And Other Matters Related Thereto.]

WHEREAS:

1. Florence County has enacted a Comprehensive Plan and Zoning Ordinance to guide land use throughout the County; and

2. Developers proposing development of land currently zoned as RU-1, Rural Community District, have raised the public awareness of existing, adjacent neighborhoods on the potential impact that an RU-1 zoning designation represents with respect to uses that are not desirable in the densely populated areas close to city limits; and

3. There is a need for a rural zoning district in and adjacent to zoned areas and municipal city limits that allow rural community zoning protection with reduced intensity of land uses from the current RU-1 District.

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

1. A new zoning District, RU-1A, is created to reduce intensity of land uses from the current RU-1 District.

2. Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-street Parking Requirements For Business & Rural Districts and Section 30-30, Table III: Zoning Setbacks are hereby amended in its entirety to read as follows:

draft

Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Sector 11: Agriculture, Forestry, Fishing, and Hunting											
Agricultural production, crops	111	P	P	P	N	P	P	P	P	P	None
Agricultural production, livestock, animals 112											
Livestock, except feedlots	112111	N	N	N	N	N	N	P	P	P	None
Feedlots	112112	N	N	N	N	N	N	N	N	P	None
Poultry & eggs	1123	N	N	N	N	N	N	N	N	P	None
Animal specialties	1129	N	N	N	N	N	N	N	N	P	None
Horses & other equine	11292	N	N	N	N	N	N	P	P	P	None
General farms	11299	N	N	N	N	P	P	P	P	P	None
Fishing, hunting, trapping	1141-2	N	N	P	N	N	P	P	P	P	None
Agricultural services	115	N	N	N	N	N	N	P	P	P	None
Forestry	11531	N	N	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 21: Mining											
Mining	212	N	N	N	N	N	P	N	N	P	None
Sector 22: Utilities											
Electric 2211											
Generation	22111	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Transmission	22112	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Natural gas distribution	2212	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA

draft

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Water supply systems 22131											
Storage/treatment	22131	N	N	P	N	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22131	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Sewerage systems 22132											
Collection	22132	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Treatment	22132	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Steam & air conditioning supply	22133	N	N	P	N	P	P	N	N	N	1.0 per 500 s.f. GFA
Sector 23: Construction											
Building construction - general contract & operative builders	233	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Heavy construction other than building construction-contractors	234	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Special trade contractors	235	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Sector 31-33: Manufacturing											
Food	311	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Beverage & tobacco	312	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile mill products	313	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile product mills	314	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Apparel	315	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Leather & allied	316	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f.

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
products											GFA
Wood products	321	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Paper & allied products	322	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Petroleum products	324	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Chemical products	325	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Plastic & rubber	326	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Nonmetallic mineral products	327	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Primary metal industry	331	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Fabricated metal products	332	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Machinery	333	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Computer & electronic products	334	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Electrical equipment, appliances & components	335	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Transportation equipment	336	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Furniture & related products	337	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Misc. manufacturing indus.	339	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Sector 42: Wholesale Trade											
Wholesale trade-durable goods	421	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Recycle materials (section 30-102)	42193	N	N	N	N	N	C	N	N	N	1.0 per 5,000 s.f. GFA
Wholesale trade-nondurable goods	422	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Sector 44-45: Retail Trade											
Motor vehicle & parts	441	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive dealers	4411	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Other motor vehicle dealers	4412	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive parts	4413	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Furniture & home furnishings	442	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Electronics & appliances	443	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Building materials, garden supplies 444											
Building materials & supplies	4441	N	N	P	N	N	N	P	P	N	1.0 per 1,000 s.f. GFA
Paint & wallpaper	44412	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Hardware stores (section 30-103)	44413	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Lawn & garden equipment & supplies stores	4442	N	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Food stores (section30-103)	445	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Beer, wine, & liquor stores (section 30-103)	4453	N	N	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Health & personal care (Section 30-103)	446	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Gasoline stations	447	N	P	P	P	N	N	P	P	P	1.0 per 600 s.f. GFA
Truck stops	44719	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Clothing & accessory stores	448	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Sporting goods, Hobbies, Books, & Music	451	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
General merchandise, except pawn shops & flea markets (section 30-103)	452	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Miscellaneous retail	453	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Used merchandise, except pawn shops & flea markets (section 30-103)	4533	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Flea markets	4533	N	N	P	N	N	N	P	P	N	1.5 per stall
Retail not elsewhere classified except grave monuments, fireworks, sexually oriented businesses	4539	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Manufactured home dealers	45393	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Fireworks	453998	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Gravestones, monuments	453998	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Miscellaneous retail	45399	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Non-store retailers	454	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Fuel dealers	45431	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Sector 48-49: Transportation Warehousing											
Air transportation	481	N	N	P	N	P	P	N	N	N	1.0 per 250 s.f. GFA
Rail transportation	482	N	N	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Truck transportation	484	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Transit and ground passenger transportation	485	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Scenic & sightseeing transportation	487	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Support activities for transportation	488	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
U.S. Postal Service	491	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Couriers & messengers	492	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Warehousing & storage	493	N	N	P	P	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 51: Information											
Publishing Industries	511	N	P	P	P	P	P	N	N	P	1.0 per 500 s.f. GFA
Motion pictures & sound industries	512	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Motion picture theaters	512131	N	P	P	P	N	N	N	N	N	1.0 per 5 seats
Broadcasting & telecommunications	513	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Communication tower & ant. (section 30-101)	5131	N	C	C	C	C	C	C	C	C	None
Info. services & data processing	514	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Libraries	519120	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Sector 52: Finance & Insurance											
Banks	521	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Credit Intermediation	522	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Pawn Shops	522298	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Security & commodity contracts, financial investments	523	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Insurance carriers & related activities	524	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Funds, trust, & other financial vehicles	525	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 53: Real Estate & Rental & Leasing											
Real estate	531	P	P	P	P	P	P	P	P	N	1.0 per 350 s.f. GFA
Mini-warehouses	53113	N	N	P	P	P	P	N	N	N	1.0 per storage units
Rental & leasing services	532	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Video tape rental (section 30-103)	53223	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Sector 54: Professional, Scientific, Technical Services											
Professional, Scientific, Technical Svcs.	541	N	P	P	P	P	N	P	P	N	1.0 per 300 s.f. GFA
Display advertising - Signs	54185	See article V									
Legal services	5411	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Engineering, accounting, research management & related	5412-9	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
services											
Tax return prep. service	541213	P	P	P	P	N	N	P	P	N	1.0 per 500 s.f. GFA
Photographic studios, portraits	54192	P	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Veterinary services	54194	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 55: Management of Companies and Enterprises											
Mgmt. Of companies and enterprises	551	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 56: Administrative and Support and Waste Management and Remediation Services											
Administrative & support services	561	P	P	P	P	P	P	P	P	P	1.0 per 750 s.f. GFA
Landscape services	56173	N	P	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Refuse systems (section 30-104)	562	N	N	C	N	N	C	N	N	C	1.0 per 500 s.f. GFA
Sector 61: Educational Services											
Educational Services	611	P	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
Elementary schools	6111	P	P	P	P	N	N	P	P	P	2.0 per classroom plus 5 admin. spaces
Secondary schools	6111	P	P	P	P	N	N	P	P	P	5.0 per classroom plus 10 admin. spaces
Jr. colleges, colleges, universities, professional schools	6112-3	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Business schools, computer, & management training	6114-5	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Other schools and	6116	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin.

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
instruction											Office
Education support services	6117	P	P	P	P	P	P	N	N	N	1.0 per 200 s.f. GFA
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	62	P	P	P	P	P	N	N	N	N	1.0 per 150 s.f. GFA
Medical & dental laboratories	6215	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Home health care services	6216	P	P	P	P	P	N	P	P	N	1.0 per 500 s.f. GFA
Hospitals	622	N	N	P	P	P	N	N	N	N	0.7 per bed
Nursing & residential care facilities	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Nursing Care facilities	623	N	N	P	P	N	N	P	P	P	1.0 per 500 s.f. GFA
Community care for elderly	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Social services	624	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Individual & family social services	6241	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Community, food & housing & emergency & relief services	6242	N	N	P	P	P	N	N	N	N	
Rehabilitation services	6243	N	N	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Day care services	6244	P	P	P	P	P	P	P	P	P	1.0 per 200 s.f. GFA
Sector 71: Arts, Entertainment, and Recreation											
Performing art companies	7111	P	P	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Spectator sports	7112	N	N	P	P	N	N	N	N	N	By individual review

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Museums, historical sites, & similar institutions	712	P	P	P	P	N	N	N	N	N	1.2 per 1,000 s.f. GFA
Coin operated amusement, cash payouts more than 5 machines (section 30-107)	7132	N	N	C	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Golf courses & country clubs	71391	N	N	P	N	P	P	N	N	P	5.0 per hole
Marinas	71392	N	N	N	N	P	P	P	P	P	1.0 per slip
Public parks & playgrounds	71394	P	P	P	P	P	P	P	P	P	1% land area
Physical fitness facilities	71394	N	P	P	P	P	P	N	N	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	P	P	N	N	N	N	N	5.0 per lane
Coin operated amusement non-cash payouts	71399	N	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
All other amusement & recreational industries	71399	N	N	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Sector 72: Accommodation and Food Services											
Accommodations 721											
Bed and breakfast inns (section 30-93)	721191	C	N	P	P	P	N	C	C	C	1.5 per bedroom
Camps & recreational vehicle parks	721191	N	N	C	N	N	N	N	N	C	Not applicable
Rooming & boarding houses, dormitories, group housing	72121	N	N	P	N	N	N	N	N	N	1.0 per bedroom
Eating places	7221-3	N	P	P	P	P	P	P	P	N	1.0 per 150 s.f. GFA
Drinking places (section 30-110)	7224	N	N	C	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Sector 81: Other Services (except Public Administration)											

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	N	N	C	C	N	1.0 per 500 s.f. GFA
Other repair (section 30-103)	8112-4	N	P	P	P	N	P	C	C	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Personal & laundry services 812											
Personal care services	8121	N	P	P	P	N	N	P	P	N	2.5 per chair basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	P	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	N	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business	813	P	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
organizations											
Religious organizations	81311	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
All other organizations	8132-9	N	P	P	P	N	N	N	N	N	1.0 per 500 s.f. GFA
Sector 92: Public Administration											
Executive, legislative, & general govt.	921	P	P	P	P	P	N	N	N	N	1.0 per 350 s.f. GFA
Justice, public order & safety	922	N	N	P	P	P	P	N	N	P	1.0 per 350 s.f. GFA
Courts	92211	N	N	P	P	N	N	P	P	P	1.0 per 350 s.f. GFA
Police protection	92212	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Correctional institution	92214	N	N	P	P	N	P	N	N	P	1.0 per jail cell, plus 1.0 per 250 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	P	P	4.0 per bay
Administration of human resources	923	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Ad. of environ. quality & housing prog.	924-5	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Administration of economic programs	926	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Space research & technology	927	N	N	P	P	P	P	N	N	N	
National Security & Internal Affairs	928	N	N	P	P	P	P	N	N	N	
Residential Uses											
Site built dwellings											
Single-family detached	NA	P	P	P	N	N	N	P	P	P	None
Duplex	NA	N	N	N	N	N	N	P	N	N	2.0 spaces per unit

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Multi-family, apts. (section 30-109)	NA	N	N	P	C	P	N	N	N	N	1.5 spaces per unit
Rooming & boarding houses	72131	N	P	P	P	N	N	N	N	N	1.0 spaces per bedroom
Manufactured dwellings											
Residential designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Standard designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Mobile homes (section 30-95)	NA	N	N	N	N	N	N	N	N	N	2.0 spaces per unit
Modular homes	NA	P	P	P	N	N	N	P	N	P	2.0 spaces per unit
Accessory Uses to Residential Uses											
Bathhouses & cabanas	NA	P	P	P	N	NA	NA	P	P	P	None
Domestic animal shelters	NA	P	P	P	N	NA	NA	P	P	P	None
Non-commercial greenhouses	NA	P	P	P	P	NA	NA	P	P	P	None
Private garage & carport	NA	P	P	P	P	NA	NA	P	P	P	None
Storage building	NA	P	P	P	P	NA	NA	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	NA	NA	P	P	P	None
Auxiliary shed, workshop	NA	P	P	P	N	NA	NA	P	P	P	None
Home occupation (section 30-98)	NA	P	P	P	P	NA	NA	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	NA	NA	P	P	P	None
Family day care home	NA	P	P	P	P	NA	NA	P	P	P	None
Satellite dishes, etc.	NA	P	P	P	P	NA	NA	P	P	P	None

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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Buildings, structures	NA	P	P	P	P	P	P	P	P	P	None
Open storage (section 30-108)	NA	N	N	C	N	C	C	C	C	N	None
Temporary Uses											
All temporary uses (section 30-99)	NA	C	C	C	C	C	C	C	C	C	None

3. Florence County Code of Ordinances, Chapter 30, Zoning Ordinance, Section 30-30, Table III: Zoning Setbacks, is hereby amended in its entirety to read as follows:

Sec. 30-30. Table III: Zoning setbacks.

District	Minimum Lot Area (a)		Lot Width (ft)	Front Yard Setback (b)	Side Yard Setback	Rear Yard Setback		Max Hgt. (ft) (c)	Max Impervious Surface Ratio (%)		Max. Floor Area Ratio: Non-Res. Uses (d)
	Residential	Non-Residential			Res	Non Res	Res	Non Res			
R-1	15,000	30,000	100	25	10	50	30	60	38	40	0.25
R-2	10,000	20,000	80	25	8	25	25	50	38	45	0.30
R-3	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-3A	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-4	6,000	12,000	50	25	5	25	20	40	38	45	0.30
R-5	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
R-5A	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
B-1	5,000	5,000	50	35	5	5(f)	20	20(f)	38	70	0.30
B-2	5,000	5,000	50	35	5	5(g)	20	20(g)	38	80	0.50
B-3	5,000	5,000	50	35	5	5(0)(h)	20	20(h)	(e)	90	None
B-4	NA	None	None	None	NA	None	NA	None	(e)	100	None
B-5	NA	10,000	100	35	NA	10(h)	NA	25(i)	(e)	90	None
B-6	NA	10,000	100	35	NA	10(h)	NA	25(i)	(e)	90	None
RU-1	15,000	15,000	100	35	10	10	30	30	38	40	0.25
RU-1A	15,000	15,000	100	35	10	10	30	30	38	40	0.25
RU-2	87,120	43,560	200	35	15	50	30	60	38	20	0.15

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Notes to Table III

a - Lot area is expressed in square feet.

b - Measurement from front property line.

c - Measurement from average elevation of finished grade of the front of the structure.

d - Total floor measured as a percent of total lot area.

e - There is no maximum: provided side and rear setbacks shall increase by one foot for each two feet in height over 35 feet for buildings outside of the B-4 district; further provided that approval of buildings over 35 feet shall be based on fire ladder capabilities as determined by the fire department with jurisdiction.

The following side and rear yard setbacks shall be observed in the commercial zoning districts when non-residential development is proposed adjacent to a residential zoning district.

f - 20 feet
g - 20 feet
h - 30 feet
i - 100 feet
j -The minimum front yard setback shall be 20' if parking is established either in the side or rear of the property.
N/A – Not Applicable

4. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

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

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
AUGUST 25, 2015
PC#2015-14

SUBJECT: **Request For Text Amendments To The Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning District RU-1A (Rural Community District) With Reduced Intensity Of Land Uses From The Current RU-1 District.**

APPLICANT: **Florence County Council**

STAFF RECOMMENDATION:
Approve as submitted.

STAFF ANALYSIS:

As the economy continues to improve, new subdivision development requests have been submitted for review and approval; and

Developers proposing development of land currently zoned as RU-1, Rural Community District, have raised the public awareness of existing, adjacent neighborhoods on the potential impact that an RU-1 zoning designation represents with respect to uses that are not desirable in the densely populated areas close to city limits; and

In their meeting on Thursday, July 9, 2015, the Committee of the Florence County Council on Public Service & County Planning requested Planning staff to propose a new zoning district to address the public concerns expressed about RU-1 zoning.

Therefore, The Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts and Section 30-30, Table III: Zoning setbacks shall be amended as follows:

ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY

Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Sector 11: Agriculture, Forestry, Fishing, and Hunting											
Agricultural production, crops	111	P	P	P	N	P	P	P	P	P	None
Agricultural production, livestock, animals 112											
Livestock, except feedlots	112111	N	N	N	N	N	N	P	P	P	None
Feedlots	112112	N	N	N	N	N	N	N	N	P	None
Poultry & eggs	1123	N	N	N	N	N	N	N	N	P	None
Animal specialties	1129	N	N	N	N	N	N	N	N	P	None
Horses & other equine	11292	N	N	N	N	N	N	P	P	P	None
General farms	11299	N	N	N	N	P	P	P	P	P	None
Fishing, hunting, trapping	1141-2	N	N	P	N	N	P	P	P	P	None
Agricultural services	115	N	N	N	N	N	N	P	P	P	None
Forestry	11531	N	N	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 21: Mining											
Mining	212	N	N	N	N	N	P	N	N	P	None
Sector 22: Utilities											
Electric 2211											
Generation	22111	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Transmission	22112	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Natural gas distribution	2212	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Water supply systems 22131											
Storage/treatment	22131	N	N	P	N	P	P	P	P	P	1.0 per 500 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
											GFA
Transmission	22131	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Sewerage systems 22132											
Collection	22132	P	P	P	P	P	P	P	N	P	1.0 per 500 s.f. GFA
Treatment	22132	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Steam & air conditioning supply	22133	N	N	P	N	P	P	N	N	N	1.0 per 500 s.f. GFA
Sector 23: Construction											
Building construction - general contract & operative builders	233	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Heavy construction other than building construction-contractors	234	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Special trade contractors	235	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Sector 31-33: Manufacturing											
Food	311	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Beverage & tobacco	312	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile mill products	313	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile product mills	314	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Apparel	315	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Leather & allied products	316	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Wood products	321	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Paper & allied products	322	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Petroleum products	324	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Chemical products	325	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Plastic & rubber	326	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Nonmetallic mineral products	327	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Primary metal industry	331	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Fabricated metal products	332	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Machinery	333	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Computer & electronic products	334	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Electrical equipment, appliances & components	335	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Transportation equipment	336	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Furniture & related products	337	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Misc. manufacturing indus.	339	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Sector 42: Wholesale Trade											
Wholesale trade-durable goods	421	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Recycle materials (section 30-102)	42193	N	N	N	N	N	C	N	N	N	1.0 per 5,000 s.f. GFA
Wholesale trade-nondurable goods	422	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Sector 44-45: Retail Trade											
Motor vehicle & parts	441	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive dealers	4411	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Other motor vehicle dealers	4412	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive parts	4413	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Furniture & home furnishings	442	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Electronics & appliances	443	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Building materials, garden supplies 444											
Building materials & supplies	4441	N	N	P	N	N	N	P	P	N	1.0 per 1,000 s.f. GFA
Paint & wallpaper	44412	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Hardware stores (section 30-103)	44413	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Lawn & garden equipment & supplies stores	4442	N	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Food stores (section30-	445	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
103)											GFA
Beer, wine, & liquor stores (section 30-103)	4453	N	N	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Health & personal care (Section 30-103)	446	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Gasoline stations	447	N	P	P	P	N	N	P	N	P	1.0 per 600 s.f. GFA
Truck stops	44719	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Clothing & accessory stores	448	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Sporting goods, Hobbies, Books, & Music	451	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
General merchandise, except pawn shops & flea markets (section 30-103)	452	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Miscellaneous retail	453	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Used merchandise, except pawn shops & flea markets (section 30-103)	4533	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Flea markets	4533	N	N	P	N	N	N	P	N	N	1.5 per stall
Retail not elsewhere classified except grave monuments, fireworks, sexually oriented businesses	4539	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Manufactured home dealers	45393	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Fireworks	453998	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
											GFA
Gravestones, monuments	453998	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Miscellaneous retail	45399	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Non-store retailers	454	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Fuel dealers	45431	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Sector 48-49: Transportation Warehousing											
Air transportation	481	N	N	P	N	P	P	N	N	N	1.0 per 250 s.f. GFA
Rail transportation	482	N	N	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Truck transportation	484	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Transit and ground passenger transportation	485	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Scenic & sightseeing transportation	487	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Support activities for transportation	488	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
U.S. Postal Service	491	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Couriers & messengers	492	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Warehousing & storage	493	N	N	P	P	P	P	P	N	P	1.0 per 1,000 s.f. GFA
Sector 51: Information											
Publishing Industries	511	N	P	P	P	P	P	N	N	P	1.0 per 500 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
											GFA
Motion pictures & sound industries	512	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Motion picture theaters	512131	N	P	P	P	N	N	N	N	N	1.0 per 5 seats
Broadcasting & telecommunications	513	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Communication tower & ant. (section 30-101)	5131	N	C	C	C	C	C	C	C	C	None
Info. services & data processing	514	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Libraries	519120	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Sector 52: Finance & Insurance											
Banks	521	P	P	P	P	P	P	N	P	N	1.0 per 350 s.f. GFA
Credit Intermediation	522	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Pawn Shops	522298	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Security & commodity contracts, financial investments	523	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Insurance carriers & related activities	524	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Funds, trust, & other financial vehicles	525	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 53: Real Estate & Rental & Leasing											
Real estate	531	P	P	P	P	P	P	P	P	N	1.0 per 350 s.f. GFA
Mini-warehouses	53113	N	N	P	P	P	P	N	N	N	1.0 per storage units

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Rental & leasing services	532	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Video tape rental (section 30-103)	53223	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Sector 54: Professional, Scientific, Technical Services											
Professional, Scientific, Technical Svcs.	541	N	P	P	P	P	N	P	P	N	1.0 per 300 s.f. GFA
Display advertising - Signs	54185	See article V									
Legal services	5411	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Engineering, accounting, research management & related services	5412-9	P	P	P	P	P	P	N	P	N	1.0 per 350 s.f. GFA
Tax return prep. service	541213	P	P	P	P	N	N	P	P	N	1.0 per 500 s.f. GFA
Photographic studios, portraits	54192	P	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Veterinary services	54194	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 55: Management of Companies and Enterprises											
Mgmt. Of companies and enterprises	551	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 56: Administrative and Support and Waste Management and Remediation Services											
Administrative & support services	561	P	P	P	P	P	P	P	P	P	1.0 per 750 s.f. GFA
Landscape services	56173	N	P	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Refuse systems (section 30-104)	562	N	N	C	N	N	C	N	N	C	1.0 per 500 s.f. GFA
Sector 61: Educational Services											

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Educational Services	611	P	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
Elementary schools	6111	P	P	P	P	N	N	P	P	P	2.0 per classroom plus 5 admin. spaces
Secondary schools	6111	P	P	P	P	N	N	P	P	P	5.0 per classroom plus 10 admin. spaces
Jr. colleges, colleges, universities, professional schools	6112-3	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Business schools, computer, & management training	6114-5	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Other schools and instruction	6116	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. Office
Education support services	6117	P	P	P	P	P	P	N	N	N	1.0 per 200 s.f. GFA
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	62	P	P	P	P	P	N	N	N	N	1.0 per 150 s.f. GFA
Medical & dental laboratories	6215	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Home health care services	6216	P	P	P	P	P	N	P	P	N	1.0 per 500 s.f. GFA
Hospitals	622	N	N	P	P	P	N	N	N	N	0.7 per bed
Nursing & residential care facilities	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Nursing Care facilities	623	N	N	P	N	N	N	P	P	P	1.0 per 500 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
											GFA
Community care for elderly	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Social services	624	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Individual & family social services	6241	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Community, food & housing & emergency & relief services	6242	N	N	P	P	P	N	N	N	N	
Rehabilitation services	6243	N	N	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Day care services	6244	P	P	P	P	P	P	P	P	P	1.0 per 200 s.f. GFA
Sector 71: Arts, Entertainment, and Recreation											
Performing art companies	7111	P	P	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Spectator sports	7112	N	N	P	P	N	N	N	N	N	By individual review
Museums, historical sites, & similar institutions	712	P	P	P	P	N	N	N	N	N	1.2 per 1,000 s.f. GFA
Coin operated amusement, cash payouts more than 5 machines (section 30-107)	7132	N	N	C	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Golf courses & country clubs	71391	N	N	P	N	P	P	N	N	P	5.0 per hole
Marinas	71392	N	N	N	N	P	P	P	P	P	1.0 per slip
Public parks & playgrounds	71394	P	P	P	P	P	P	P	P	P	1% land area

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Physical fitness facilities	71394	N	P	P	P	P	P	N	N	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	P	P	N	N	N	N	N	5.0 per lane
Coin operated amusement non-cash payouts	71399	N	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
All other amusement & recreational industries	71399	N	N	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Sector 72: Accommodation and Food Services											
Accommodations 721											
Bed and breakfast inns (section 30-93)	721191	C	N	P	P	P	N	C	C	C	1.5 per bedroom
Camps & recreational vehicle parks	721191	N	N	C	N	N	N	N	N	C	Not applicable
Rooming & boarding houses, dormitories, group housing	72121	N	N	P	N	N	N	N	N	N	1.0 per bedroom
Eating places	7221-3	N	P	P	P	P	P	P	P	N	1.0 per 150 s.f. GFA
Drinking places (section 30-110)	7224	N	N	C	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Sector 81: Other Services (except Public Administration)											
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	N	N	C	N	N	1.0 per 500 s.f. GFA
Other repair (section 30-103)	8112-4	N	P	P	P	N	P	C	N	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Personal & laundry services 812											
Personal care services	8121	N	P	P	P	N	N	P	P	N	2.5 per chair

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
											basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	N	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA
Religious organizations	81311	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
All other organizations	8132-9	N	P	P	P	N	N	N	N	N	1.0 per 500 s.f. GFA
Sector 92: Public Administration											

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Executive, legislative, & general govt.	921	P	P	P	P	P	N	N	N	N	1.0 per 350 s.f. GFA
Justice, public order & safety	922	N	N	P	P	P	P	N	N	P	1.0 per 350 s.f. GFA
Courts	92211	N	N	P	P	N	N	P	P	P	1.0 per 350 s.f. GFA
Police protection	92212	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Correctional institution	92214	N	N	P	P	N	P	N	N	P	1.0 per jail cell, plus 1.0 per 250 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	P	P	4.0 per bay
Administration of human resources	923	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Ad. of environ. quality & housing prog.	924-5	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Administration of economic programs	926	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Space research & technology	927	N	N	P	P	P	P	N	N	N	
National Security & Internal Affairs	928	N	N	P	P	P	P	N	N	N	
Residential Uses											
Site built dwellings											
Single-family detached	NA	P	P	P	N	N	N	P	P	P	None
Duplex	NA	N	N	N	N	N	N	P	N	N	2.0 spaces per unit
Multi-family, apts. (section 30-109)	NA	N	N	P	C	P	N	N	N	N	1.5 spaces per unit
Rooming & boarding houses	72131	N	P	P	P	N	N	N	N	N	1.0 spaces per bedroom

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Manufactured dwellings											
Residential designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Standard designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Mobile homes (section 30-95)	NA	N	N	N	N	N	N	N	N	N	2.0 spaces per unit
Modular homes	NA	P	P	P	N	N	N	P	N	P	2.0 spaces per unit
Accessory Uses to Residential Uses											
Bathhouses & cabanas	NA	P	P	P	N	NA	NA	P	P	P	None
Domestic animal shelters	NA	P	P	P	N	NA	NA	P	N	P	None
Non-commercial greenhouses	NA	P	P	P	P	NA	NA	P	P	P	None
Private garage & carport	NA	P	P	P	P	NA	NA	P	P	P	None
Storage building	NA	P	P	P	P	NA	NA	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	NA	NA	P	P	P	None
Auxiliary shed, workshop	NA	P	P	P	N	NA	NA	P	P	P	None
Home occupation (section 30-98)	NA	P	P	P	P	NA	NA	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	NA	NA	P	P	P	None
Family day care home	NA	P	P	P	P	NA	NA	P	P	P	None
Satellite dishes, etc.	NA	P	P	P	P	NA	NA	P	P	P	None
Buildings, structures	NA	P	P	P	P	P	P	P	P	P	None

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Open storage (section 30-108)	NA	N	N	C	N	C	C	C	N	N	None
Temporary Uses											
All temporary uses (section 30-99)	NA	C	C	C	C	C	C	C	C	C	None

Sec. 30-30. Table III: Zoning setbacks.

District	Minimum Lot Area (a)		Lot Width (ft)	Front Yard Setback (b)	Side Yard Setback	Rear Yard Setback		Max Hgt. (ft) (c)	Max Impervious Surface Ratio (%)		Max. Floor Area Ratio: Non-Res. Uses (d)
	Residential	Non-Residential			Res	Non Res	Res	Non Res			
R-1	15,000	30,000	100	25	10	50	30	60	38	40	0.25
R-2	10,000	20,000	80	25	8	25	25	50	38	45	0.30
R-3	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-3A	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-4	6,000	12,000	50	25	5	25	20	40	38	45	0.30
R-5	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
R-5A	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
B-1	5,000	5,000	50	35	5	5(f)	20	20(f)	38	70	0.30
B-2	5,000	5,000	50	35	5	5(g)	20	20(g)	38	80	0.50
B-3	5,000	5,000	50	35	5	5(0)(h)	20	20(h)	(e)	90	None
B-4	NA	None	None	None	NA	None	NA	None	(e)	100	None
B-5	NA	10,000	100	35	NA	10(h)	NA	25(i)	(e)	90	None
B-6	NA	10,000	100	35	NA	10(h)	NA	25(i)	(e)	90	None
RU-1	15,000	15,000	100	35	10	10	30	30	38	40	0.25
RU-1A	15,000	15,000	100	35	10	10	30	30	38	40	0.25
RU-2	87,120	43,560	200	35	15	50	30	60	38	20	0.15

Notes to Table III

a - Lot area is expressed in square feet.

b - Measurement from front property line.

c - Measurement from average elevation of finished grade of the front of the structure.

d - Total floor measured as a percent of total lot area.

e - There is no maximum: provided side and rear setbacks shall increase by one foot for each two feet in height over 35 feet for buildings outside of the B-4 district; further provided that

approval of buildings over 35 feet shall be based on fire ladder capabilities as determined by the fire department with jurisdiction.

The following side and rear yard setbacks shall be observed in the commercial zoning districts when non-residential development is proposed adjacent to a residential zoning district.

f - 20 feet
g - 20 feet
h - 30 feet
i - 100 feet
j -The minimum front yard setback shall be 20' if parking is established either in the side or rear of the property.
N/A – Not Applicable

Florence County Planning Commission Action: August 25, 2015
The eight Planning Commission members present approved the request unanimously at the meeting held on August 25, 2015.

Florence County Planning Commission Recommendation
Florence County Planning Commission recommends approval of the request to the Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION I. – GENERALLY, Section 30-29, Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts And Section 30-30, Table III: Zoning Setbacks, to add new zoning district RU-1A (Rural Community District) with reduced intensity of land uses from the current RU-1 District.

FLORENCE COUNTY COUNCIL MEETING

Thursday, October 15, 2015

AGENDA ITEM: Ordinance No. 14-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing Fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, Extensions, And Reduction Of Guarantee And Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-105, Sexually Oriented Business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing Applications; Fees; And ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application Requirements And Fees, For The Purpose Of Creating A Comprehensive Fee Schedule To Reflect All Current Fees For Florence County Planning And Zoning Applications; And Other Matters Related Thereto.] (*Planning Commission **approved** 6-0: All Council Districts)*

POINTS TO CONSIDER:

1. Florence County has separate ordinances for Zoning, Land Development and Subdivision, each containing specific fees for applications.
2. The creation of a comprehensive list of all required fees provides a single resource for ease of providing the information.
3. In addition, amendments or changes to the proposed comprehensive list of fees could be accomplished by resolution with no ordinance text amendment required.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 14-2015/16 w/markup shown
2. Staff Report for PC#2015-13
3. Planning and Zoning Fee Schedule

Sponsor(s)	: Planning Commission	I, _____.
Planning Commission Consideration	: September 22, 2015	Council Clerk, certify that this
Planning Commission Public Hearing	: September 22, 2015	Ordinance was advertised for
Planning Commission Action	: September 22, 2015 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: October 15, 2015	
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 14-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing Fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, Extensions, And Reduction Of Guarantee And Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-105, Sexually Oriented Business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing Applications; Fees; And ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application Requirements And Fees, For The Purpose Of Creating A Comprehensive Fee Schedule To Reflect All Current Fees For Florence County Planning And Zoning Applications; And Other Matters Related Thereto.]

draft

WHEREAS:

1. Florence County has separate ordinances for Zoning, Land Development and Subdivision, each containing specific fees for applications; and
2. The creation of a comprehensive list of all required fees provides a single resource for ease of providing the information; and
3. In addition, amendments or changes to the proposed comprehensive list of fees could be accomplished by resolution with no ordinance text amendment required; and
4. The amendment procedure has been followed by the Florence County Planning Commission at a public hearing on September 22, 2015.

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

1. The Florence County Code of Ordinances Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, extensions, and reduction of guarantee and Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS; Section 30-105, Sexually oriented business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing applications; fees; ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application requirements and fees shall be amended as follows:

ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL

Sec. 28.6-32. - Filing fees.

~~To defray the cost of investigation, processing, etc., T~~the subdivider shall pay fees listed on the Florence County Fee Schedule, as approved by County Council. ~~adopted by the appropriate authority to the secretary of the planning commission at the time of filing the application. No charge shall be made where the subdivision is approvable under section 28.6-37 of this chapter.~~

ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES

Sec. 28.6-100. - Setup, extensions, and reduction of guarantee.

(a) The fees listed on the Fee Schedule, as approved by County Council ~~listed below~~ will apply to letters of credit established with Florence County or extended before their expiration. All fees shall be paid at the time of guarantee submittal or prior to the guarantee's expiration. Payment shall not be a portion of the guarantee amount and will be in the form of a cashier's check made payable to Florence County.

~~Setup~~				
~~$500~~	~~plus~~	~~$0.25~~	~~for every~~	~~$100.00~~
~~Extensions~~				
~~250.00~~	~~Plus~~	~~$0.25~~	~~for every~~	~~$100.00~~

draft

(b) A developer may reduce a financial guarantee during the initial coverage period. A request to reduce the financial guarantee shall be submitted to the planning department and include a revised construction cost estimate. The planning department will forward the revised cost estimate to the Florence County Engineering Division for review. Reductions of financial guarantees will not be allowed within six months of any previous reduction request and the financial guarantees shall be no less than the greate~~rst~~ of 25 percent or $10,000.00 of the revised construction cost estimate. ~~A~~The fees are listed on the Florence County Fee Schedule, as approved by County Council ~~of $100.00~~ and shall be charged for any letter of credit that is authorized for reduction before its expiration. Requests involving both the reduction and extension of a letter of credit shall be subject to the extension fees. ~~listed in subsection (a) of this section.~~

ARTICLE III. – CONDITIONAL USE REGULATIONS

Sec. 30-105. - Sexually oriented business.

(d) *Fees.* The annual application fee for a sexually oriented business ~~license, shall be $500.00~~ is listed on the Florence County Fee Schedule, as approved by County Council.

ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT

Sec. 30-266. - Filing applications; fees.

Applications for permits shall be filed on forms provided by the zoning administrator, signed by the owner or developer, and shall be accompanied by the required ~~the following~~ fees~~:~~ listed on the Florence County Fee Schedule, as approved by County Council.

~~Permit/application~~	~~Fee~~
~~Certificate of zoning compliance~~	~~$25.00~~
~~Repair permit~~	~~See building code~~
~~Outdoor advertising sign permit~~	~~See building code~~
~~On premises sign permit~~	~~$25.00~~
~~Certificate of occupancy~~	~~No Charge~~
~~Summary plat approval~~	~~$25.00~~

draft

ARTICLE IX APPLICATIONS FOR MAP AMENDMENT, VARIANCE, SPECIAL EXCEPTION AND APPEALS. ~~CHANGE AND/OR RELIEF~~

Sec. 30-296. - Application requirements and fees.

All applications shall be filed on forms provided by the zoning administrator, and contain or be accompanied by the information required by Table X, together with the required fee listed on the Florence County Fee Schedule, as approved by County Council. ~~to help cover cost of processing.~~

TABLE X
INFORMATION REQUIRED TO SUPPORT APPLICATION

Type of Amendment~~Change~~ and/or ~~Relief Sought~~Variance Requested	~~Forms~~	Information	~~Fees*~~
Zoning M~~m~~ap ~~change~~Amendment	~~Application forms provided by the zoning administrator~~	1. Boundary map, existing 2. Indicate proposed change to boundary map 3. Existing zoning of lot and adjacent properties 4. Reasons for change	~~$100.00~~
Text ~~change~~Amendment	~~Application forms provided by the zoning administrator~~	1. Draft of new text to be added and existing text to be deleted 2. State reasons for change	~~$0.00~~

Variance/Special Exceptions	~~Application forms provided by the zoning administrator~~	1. State nature of variance 2. Provide evidence of unnecessary hardship 3. State necessity of variance	~~$100.00~~
Appeal	~~Application forms provided by the zoning administrator~~	1. State reasons for appeal, with specific reference to action being appealed	~~$100.00~~

*Application fees shall be waived for administrative officials, agencies, councils and commissions.

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

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

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
SEPTEMBER 22, 2015
PC#2015-13

SUBJECT: **[Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing Fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, Extensions, And Reduction Of Guarantee And Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-105, Sexually Oriented Business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing Applications; Fees; And ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application Requirements And Fees, For The Purpose Of Creating A Comprehensive Fee Schedule To Reflect All Current Fees For Florence County Planning And Zoning Applications.]**

APPLICANT: **Florence County Planning and Building Department**

STAFF RECOMMENDATION: **Approve as submitted.**

STAFF ANALYSIS:

Florence County has separate ordinances for Zoning, Land Development and Subdivision, each containing specific fees for applications. The creation of a comprehensive list of all required Fees provides a single resource for ease of providing the information. In addition, amendments or changes to the proposed comprehensive list of fees could be accomplished by resolution with no ordinance text amendment required.

Therefore, the Florence County Code of Ordinances Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, extensions, and reduction of guarantee and Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS; Section 30-105, Sexually oriented business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing applications; fees; ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application requirements and fees shall be amended as follows:

ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL

Sec. 28.6-32. - Filing fees.

~~To defray the cost of investigation, processing, etc.,~~ Tthe subdivider shall pay fees listed on the Florence County Fee Schedule, as approved by County Council. ~~adopted by the appropriate authority~~

~~to the secretary of the planning commission at the time of filing the application. No charge shall be made where the subdivision is approvable under section 28.6-37 of this chapter.~~

ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES

Sec. 28.6-100. - Setup, extensions, and reduction of guarantee.

(a) The fees listed on the Fee Schedule, as approved by County Council ~~listed below~~ will apply to letters of credit established with Florence County or extended before their expiration. All fees shall be paid at the time of guarantee submittal or prior to the guarantee's expiration. Payment shall not be a portion of the guarantee amount and will be in the form of a cashier's check made payable to Florence County.

~~Setup~~				
~~$500.00~~	~~plus~~	~~$0.25~~	~~for every~~	~~$100.00~~
~~Extensions~~				
~~250.00~~	~~plus~~	~~$0.25~~	~~for every~~	~~$100.00~~

(b) A developer may reduce a financial guarantee during the initial coverage period. A request to reduce the financial guarantee shall be submitted to the planning department and include a revised construction cost estimate. The planning department will forward the revised cost estimate to the Florence County Engineering Division for review. Reductions of financial guarantees will not be allowed within six months of any previous reduction request and the financial guarantees shall be no less than the greate~~r~~st of 25 percent or $10,000.00 of the revised construction cost estimate. ~~A~~ The fees ~~of~~are ~~,~~ listed on the Florence County Fee Schedule, as approved by County ~~C~~ouncil ~~of $100.00~~ and shall be charged for any letter of credit that is authorized for reduction before its expiration. Requests involving both the reduction and extension of a letter of credit shall be subject to the extension fees. ~~listed in subsection (a) of this section.~~

ARTICLE III. – CONDITIONAL USE REGULATIONS

Sec. 30-105. - Sexually oriented business.

(d) *Fees.* The annual application fee for a sexually oriented business ~~license,~~ is listed on the Florence County Fee Schedule, as approved by County Council. ~~shall be $500.00.~~

ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT

Sec. 30-266. - Filing applications; fees.

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~~Permit/application~~	~~Fee~~
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~~Outdoor advertising sign permit~~	~~See building code~~
~~On-premises sign permit~~	~~$25.00~~
~~Certificate of occupancy~~	~~No Charge~~
~~Summary plat approval~~	~~$25.00~~

ARTICLE IX APPLICATIONS FOR MAP AMENDMENT, VARIANCE, SPECIAL EXCEPTION AND APPEALS. ~~CHANGE OR RELIEF~~

Sec. 30-296. - Application requirements and fees.

All applications shall be filed on forms provided by the zoning administrator, and contain or be accompanied by the information required by Table X, together with the required fee listed on the Florence County Fee Schedule, as approved by County Council. ~~to help cover the cost of processing.~~

TABLE X
INFORMATION REQUIRED TO SUPPORT APPLICATION

Type of Amendment~~Change~~ and/or ~~Relief Sought~~Variance Requested	~~Forms~~	Information	~~Fees*~~
Zoning Mmap ~~change~~Amendment	~~Application forms provided by the zoning administrator~~	1. Boundary map, existing	~~$100.00~~
		2. Indicate proposed change to boundary map	
		3. Existing zoning of lot and adjacent properties	
		4. Reasons for change	
Text ~~change~~Amendment	~~Application forms provided by the zoning administrator~~	1. Draft of new text to be added and existing text to be deleted	~~$0.00~~
		2. State reasons for change	
Variance/Special Exceptions	~~Application forms provided by the zoning administrator~~	1. State nature of variance	~~$100.00~~
		2. Provide evidence of unnecessary hardship	
		3. State necessity of variance	
Appeal	~~Application forms provided by the zoning administrator~~	1. State reasons for appeal, with specific reference to action being appealed	~~$100.00~~

~~*~~Application fees shall be waived for administrative officials, agencies, councils and commissions.

ATTACHMENTS:

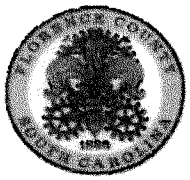
1. Planning and Zoning Fee Schedule

Florence County Planning Commission Action: September 22, 2015

The six Planning Commission members present approved the request unanimously at the meeting held on September 22, 2015.

Florence County Planning Commission Recommendation

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the Florence County Code of Ordinances Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, extensions, and reduction of guarantee and Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS; Section 30-105, Sexually oriented business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing applications; fees; ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application requirements and fees.



FLORENCE COUNTY PLANNING AND BUILDING DEPARTMENT
518 S. Irby Street, Florence, SC 29501
843.676.8600

Planning and Zoning Fee Schedule

SERVICE	FEE	OTHER
PUBLICATIONS:		
Comprehensive Plan	$ 20.00	
Land Development Regulations	$ 6.00	
Consolidated Zoning Ordinance	$ 10.00	
Zoning Maps	$ 15.00	
APPLICATIONS:		
Certificate of Zoning Compliance	$ 25.00	
On Premises Signage	$ 25.00	
Site Plan Review	$ 25.00	
Temporary Use Permit	$ 25.00	
Manufactured Home Permit	$ 25.00	
Zoning Map Amendment	$ 100.00	
Variance	$ 100.00	
Special Exceptions	$ 100.00	
Appeals of Zoning Administrator	$ 100.00	
Summary Plat	$ 25.00	
Subdivision	$ 100.00	Plus $25.00 Per Lot/Acre
Sexually Oriented Business	$ 500.00	
LETTER OF CREDIT:		
Set Up	$ 500.00	$0.25 for every $100.00
Extensions	$ 250.00	$0.25 for every $100.00
Reduction	$ 100.00	

As Approved by Florence County Council 2006/07 Ord. No. 33,38, Revised 2012/13 Ord. No. 35

Application fees shall be waived for administrative officials, agencies, councils and commissions.

FLORENCE COUNTY COUNCIL MEETING

Thursday, October 15, 2015

AGENDA ITEM: Ordinance No. 15-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations; And Other Matters Related Thereto.] (*Planning Commission **approved** 6-0: All Council Districts)*

POINTS TO CONSIDER:

1. Flag lots (L-shaped lots) are identified as a parcel of land shaped like a flag with the pole being a minimum of fifty (50) feet in width along a public right-of-way (street frontage).
2. This strip of land provides vehicular and pedestrian access to a street.
3. The bulk of the flag lot has property in the rear of the parcel and the parcel is required to be two (2) acres or larger in size.
4. In order to provide for increased utilization of flag lots for subdivision of residential land in Florence County, the requirements for flag lots are being eased.
5. The flag lot provides: street frontage for the newly created lot, ownership of the access for the newly created lot and does not create a land locked parcel/lot.
6. Current practice for subdivision includes easements, which create land locked parcels/lots.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 15-2015/16 w/markup shown
2. Staff Report for PC#2015-16

Sponsor(s)	: Planning Commission	I, _____ .
Planning Commission Consideration	: September 22, 2015	Council Clerk, certify that this
Planning Commission Public Hearing	: September 22, 2015	Ordinance was advertised for
Planning Commission Action	: September 22, 2015[Approved: 6-0]	Public Hearing on _____ .
First Reading/Introduction	: October 15, 2015	
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 15-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations; And Other Matters Related Thereto.]

WHEREAS:

1. Flag lots (L-shaped lots) are identified as a parcel of land shaped like a flag with the pole being a minimum of fifty (50) feet in width along a public right-of-way (street frontage); and
2. This strip of land provides vehicular and pedestrian access to a street; and
3. The bulk of the flag lot has property in the rear of the parcel and the parcel is required to be two (2) acres or larger in size; and
4. In order to provide for increased utilization of flag lots for subdivision of residential land in Florence County, the requirements for flag lots are being eased; and
5. The flag lot provides: street frontage for the newly created lot, ownership of the access for the newly created lot and does not create a land locked parcel/lot; and
6. Current practice for subdivision includes easements, which create land locked parcels/lots; and
7. The amendment procedure has been followed by the Florence County Planning Commission at a public hearing on September 22, 2015.

draft

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

1. The Florence County Code of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i) shall be amended as follows:

ARTICLE V.-MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS

Sec. 28.6-63. - Lots.

(h)

Flag lots: Flag lots as a means to develop residential property are permitted ~~only allowed once from a single parcel, only~~ if the following conditions are met:

1.

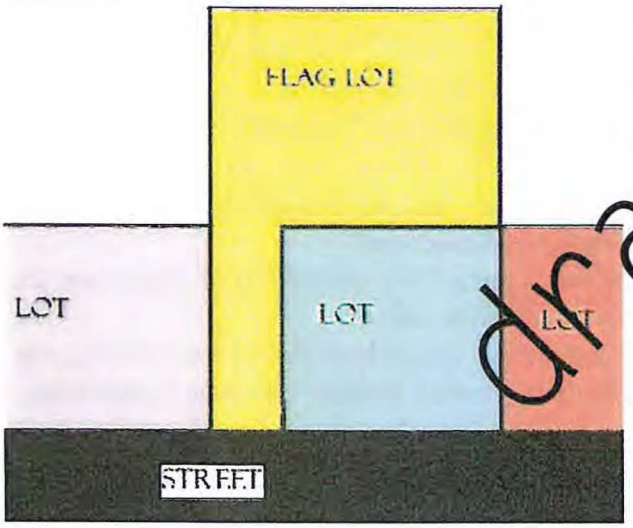
Lots must be at least two~~five~~ acres or more.

2. ~~Lots must meet ass SCDOT standards.~~Driveways subject to Section 28.6-65.- Private lot driveways.

3. ~~No further subdivision of flag lots shall be permitted.~~Minimum of fifty (50) feet in width along a public right-of-way (street frontage) and forty (40) feet from an existing driveway.

(i) The ~~P~~planning ~~D~~director may approve landlocked parcels or access to property that is considered to be in the best interest of the public welfare. These may include the public utilities, water, towers, etc. The ~~P~~planning ~~D~~director may choose to ~~forward to~~ have the development reviewed by the Florence County~~/Municipal~~ Planning Commission ~~(planning commission)~~. The ~~P~~planning ~~d~~Director may approve commercial projects that serve as gateways and are paved. Said approvals will be contingent upon conditions regarding location, character and other features of flag lots configured as may be deemed necessary in the best interest of the public welfare.

Figure 1



draft

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

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

ATTEST:

_____
Connie Y. Haselden, Council Clerk

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

SIGNED:

_____
Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
September 22, 2015
PC#2015-16

SUBJECT:	**[Request For Text Amendment To The FLORENCE COUNTY CODE, CHAPTER 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations.]**
APPLICANT:	**Florence County Planning and Building Department**

STAFF RECOMMENDATION: **Approve as submitted.**

Staff Analysis:

Flag lots (L-shaped lots) are identified as a parcel of land shaped like a flag with the pole being a minimum of fifty (50) feet in width along a public right-of-way (street frontage). This strip of land provides vehicular and pedestrian access to a street. The bulk of the flag lot has property in the rear of the parcel and the parcel is required to be two (2) acres or larger in size.

In order to provide for increased utilization of flag lots for subdivision of residential land in Florence County, the requirements for flag lots are being eased. The flag lot provides: street frontage for the newly created lot, ownership of the access for the newly created lot and does not create a land locked parcel/lot. Current practice for subdivision includes easements, which create land locked parcels/lots.

Therefore, the Florence County Code of Ordinances, CHAPTER 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i) shall be amended as follows:

ARTICLE V.-MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS

Sec. 28.6-63. - Lots.

(h)

Flag lots: Flag lots as a means to develop residential property are permitted ~~only allowed once from a single parcel, only~~ if the following conditions are met:

1.

Lots must be at least two ~~five~~ acres or more.

2.

~~Lots must meet all SCDOT standards.~~ Driveways subject to Section 28.6.65-Private lot driveways.

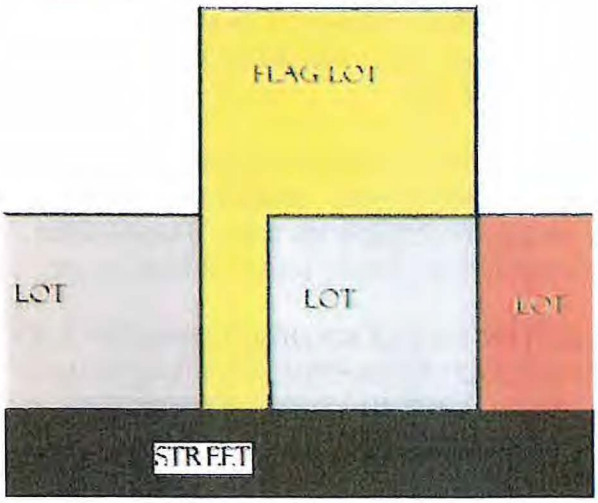
3.

~~No further subdivision of flag lots shall be permitted.~~ Minimum of fifty (50) feet in width along a public right-of-way (street frontage) and forty (40) feet from an existing driveway.

(i)

The ~~P~~planning ~~D~~director may approve landlocked parcels or access to property that is considered to be in the best interest of the public welfare. These may include the public utilities, water, towers, etc. The ~~P~~planning ~~D~~director may choose to ~~forward to~~ have the development reviewed by the Florence County~~/Municipal~~ Planning Commission ~~(planning commission).~~ The ~~P~~planning ~~D~~director may approve commercial projects that serve as gateways and are paved. Said approvals will be contingent upon conditions regarding location, character and other features of flag lots configured as may be deemed necessary in the best interest of the public welfare.

Figure 1:



Florence County Planning Commission Action: September 22, 2015

The six Planning Commission members present approved the request unanimously at the meeting held on September 22, 2015.

Florence County Planning Commission Recommendation

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the FLORENCE COUNTY CODE, CHAPTER 28.6, LAND DEVELOPMENT

AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations.

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Boards & Commissions
Florence County Museum Board

DEPARTMENT: County Council
Councilman Roger M. Poston, District 2

ISSUE UNDER CONSIDERATION:

Approve The Appointment Of Muriel Coleman To Serve On The Florence County Museum Board, Representing Council District 2 With Appropriate Expiration Term.

ATTACHMENTS:

1. List of current County appointees to the Florence County Museum Board.

FLORENCE COUNTY MUSEUM BOARD

AUTHORITY: **Ordinance No 29-2007/08**
Ordinance No. 10-2008/09

APPOINTED BY: **County Council**

The Florence County Museum Board (FCMB) shall consist of thirteen (13) members. Nine (9) members shall be appointed by the County Council, two (2) members recommended by Florence Museum Corporation and two (2) members recommended by Lake City Museum Corporation. After initial staggered terms, terms shall be for four years or until successors are appointed and qualified.

COUNCIL DISTRICT	APPOINTEE		TERM TO EXPIRE
1	Gary Cooper 505 Azalea Drive Lake City, SC 29560 Gcooper77@yahoo.com	843-229-6923	6/2016
2	Vacant due to Resignation		6/2019
3	Dr. John Keith 1530 McClure Court Florence, SC 29505	667-6710	6/2014
4	Jenny Levine 3369 Lakeshore Drive Florence, SC 29501 jenny@jslevine.com	229-5750	6/2016
5	Ben Zeigler 1831 W. Evans St., Ste. 315 P O Box 6617 Florence, SC 29502-6617 bzeigler@sinklerboyd.com	669-6002 - O	6/2019
6	Kevin Barth 2220 Timberlane Drive Florence, SC 29506		6/2014
7	Donna H. Goodman 3843 N. Williston Road Florence, SC 29506	669-6699 (H) 992-0953 (C)	6/2016

8	Vacant due to Resignation		6/2019
9	William H. Hoylen, II 3024 Watersedge Lane Florence, SC 29501	669-2330 (H) 665-2196 (W)	6/2018
10	Jumana Swindler 800 E. Cheves St., Ste. 150 Florence, SC 29506 jswindler@mcleodhealth.org	777-5047 (W)	6/2018
11	Becky Crawford 531 Iris Drive Florence, SC 29501 kitco@msn.com	665-7727 (W)	6/2016
12	Milton Ray McBride (LC Museum Corporation) 111 Henry Street Lake City, SC 29560	307-7506	6/2018
13	Ann Rogers Chandler (LC Museum Corporation) 1949 Henry Road Hemingway, SC 29554		6/2016

Andrew Stout, Director
Florence County Museum Department
558 Spruce Street
Florence, SC 29501

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Boards & Commissions
Planning Commission

DEPARTMENT: County Council
Councilman H. Steven DeBerry, IV, District 6

ISSUE UNDER CONSIDERATION:

Appoint Dwight Johnson To Serve On The Planning Commission (Filling A Seat Left Vacant By The Resignation Of David Hobbs), Representing Council District 6, 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.

COUNCIL DISTRICT	APPOINTEE		(Terms begin July 1, 2008) TERM TO EXPIRE
1	Karon Epps 105 Westover St. Lake City, SC 29560 karon@emerealty.com	843.373.2164	6/2016
2	Jeffrey M. Tanner 2807 Vox Hwy. Hemingway, SC 29554 Jmtanner1@gmail.com	843.386.9321 - H	6/2015
3	Doris Lockhart 3403 Savannah Grove Road Effingham, SC 29541 dlock8963@hotmail.com	843.664.0050 - O 843.662.9907 - H 843.665.9447 – Fax	6/2018
4	Mark Fountain 3301 Maple Chase Lane Florence, SC 29501 fountainjmark@aol.com	843.206.7400 - Cell	6/2016
5	Cheryl Floyd 2607 Claussen Road Florence, SC 29505 ldfent@aol.com	843.661.0276 - H 843.250.5885 - Cell	6/2019
6	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 S. Second Street Florence, South Carolina 29506 AEBThelma@yahoo.com	843.669.1483	6/2016
8	Jody Bryan Lane P O Box 4807 Florence, SC 29502 jodyblane@gmail.com	843.667.0752 - H 843.206.9184 - Cell	6/2015
9	Linda Borgman 1010 Birch Circle Florence, SC 29501 linda@newharmonypres.org	843.662.8411 - O 843.669.5157 - H 843.665.1408 - Fax	6/2018

TWO MUNICIPAL APPOINTEES:

1.	Vacant		6/2016
2.	T. R. "Teddy" Green, III 25 Queen Elizabeth Way Quinby, SC 29506 tgreenjr@sc.rr.com	843.669.4983 - H	6/2010

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Boards & Commissions
Policy Commission on Recreation

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

ISSUE UNDER CONSIDERATION:
Re-Appoint Eric Sebnick To Serve On The Policy Commission On Recreation, Representing Council District 1, With Appropriate Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Policy Commission On Recreation.

POLICY COMMISSION ON RECREATION

AUTHORITY **ORDINANCES #04-81/82, #07-81/82, #16-01/02, #28-06/07**

APPOINTED BY: **COUNTY COUNCIL**

Ten (10) members; nine (9) appointed by County Council, one (1) at-large recommended by the nine Commission members with County Council approval; staggered terms initially then for a term of four years, appointees holding office until successor is appointed and qualified.

COUNCIL DIST.	APPOINTEE		TERM TO EXPIRE
1	Eric Sebnick 1673 Olanta Hwy. Scranton, SC 29591	843 389-1761 (H)	6/2015
2	Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583	843 493-2182 (H) 843 493-2502 (W)	6/2010
3	Kenny Lovette 328 Magna Carta Road Florence, SC 29501	843 669-8312 (H)	6/2017
4	Vacant due to Resignation		6/2015
5	Darryl Jackson 3680 Breckridge Circle Florence, SC 29505	843 669-8221 (W) 843 673-9465 (H)	6/2018
6	William L. Breeden, Jr. 4721 Justine Drive Florence, SC 29506	843 662-9962	6/2017
7	Rev. Anthony Howard 1476 East Old Marion Hwy. Florence, SC 29506	843 667-8235 (H)	6/2018
8	Joseph Huggins 510 Welch Road Timmonsville, SC 29161	843 346-3696	6/2018
9	G. Geer Ward, Jr. 928 Swan Point Florence, SC 29501	843 667-4830 (H) 843 678-0918 (P)	6/2017

At-Large

Melissa Jarrell
2195 Sunvue Drive
Florence, SC 29506

6/2019

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Boards & Commissions
Finance Advisory Committee
To The Fire/Rescue Services Coordinator

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Appoint Henry Glover To Serve On The Unified Fire District Financial Advisory Board, Representing the Hannah-Salem-Friendfield Fire District.

ATTACHMENTS:
List of current County appointees to the Finance Advisory Committee to the Fire/Rescue Services Coordinator.

Finance Advisory Committee
To The Fire/Rescue Services Coordinator

Johnsonville Fire District
Vernon Tanner
501 Tanner Lane
Hemingway, SC 29554

Windy Hill Fire District
Mitch B. Weatherford
812 Muses Bridge Road
Florence, SC 29501

Olanta Fire District
Mr. Don Goldman
208 W. Hampton Street
P.O. Box 97
Olanta, SC 29114

Sardis-Timmonsville Fire District
Earl Copeland
1625 Copeland Road
Timmonsville, SC 29161

Howe Springs Fire District
Jerry Yarborough
3934 Olanta Hwy.
Timmonsville, SC 29161

Hannah-Salem-Friendfield
Vacant

West Florence Fire District
Calvin L. Austin
933 Sherwood Drive
Florence, SC 29501

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through August 31, 2015 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY16
07/01/15 TO 08/31/15

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	38,908,243	(174,002)	39,082,245	100.45%
Licenses & Permits	1,409,900	174,847	1,235,053	87.60%
Fines & Fees	3,185,500	261,196	2,924,304	91.80%
Intergovernmental	5,793,083	225,353	5,567,730	96.11%
Sales and Other Functional	5,485,600	1,061,235	4,424,365	80.65%
Miscellaneous	481,500	150,661	330,839	68.71%
Operating Transfers	(610,119)	-	(610,119)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	54,653,707	1,699,291	52,954,416	96.89%

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY16
07/01/15 TO 08/31/15

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
	EXPENDITURES				
10-411-401	County Council	342,123	48,536	293,587	85.81%
10-411-402	Administrator	646,688	74,811	571,877	88.43%
10-411-403	Clerk of Court	1,862,130	229,573	1,632,557	87.67%
10-411-404	Solicitor	1,112,263	165,743	946,520	85.10%
10-411-405	Judge of Probate	596,983	77,735	519,248	86.98%
10-411-406	Public Defender	779,093	105,340	673,753	86.48%
10-411-407	Magistrates	2,349,647	327,129	2,022,518	86.08%
10-411-409	Legal Services	79,000	4,925	74,075	93.77%
10-411-410	Voter Registration & Elections	662,593	91,071	571,522	86.26%
10-411-411	Finance	781,527	116,747	664,781	85.06%
10-411-412	Human Resources	400,034	55,651	344,383	86.09%
10-411-413	Procurement & Vehicle Maintenance	884,691	125,020	759,671	85.87%
10-411-414	Administrative Services	455,979	48,959	407,020	89.26%
10-411-415	Treasurer	1,280,267	165,962	1,114,305	87.04%
10-411-416	Auditor	516,286	81,937	434,349	84.13%
10-411-417	Tax Assessor	1,354,201	180,180	1,174,021	86.69%
10-411-418	Planning and Building	2,105,814	286,866	1,818,948	86.38%
10-411-419	Complex	1,381,803	156,590	1,225,212	88.67%
10-411-420	Facilities Management	792,257	113,667	678,590	85.65%
10-411-427	Information Technology	2,170,096	424,817	1,745,279	80.42%
10-411-446	Veteran's Affairs	158,311	23,306	135,005	85.28%
10-411-480	Senior Citizen Centers	326,508	20,493	306,015	93.72%
10-411-485	General Direct Assistance	272,544	108,106	164,438	60.33%
10-411-488	Contingency	241,261	8,415	232,846	96.51%
10-411-489	Employee Non-Departmental	526,415	110,014	416,401	79.10%
10-421-421	Sheriff's Office	16,703,607	3,078,779	13,624,828	81.57%
10-421-422	Emergency Management	2,514,131	349,046	2,165,085	86.12%
10-451-423	EMS	5,735,107	801,706	4,933,401	86.02%
10-451-424	Rescue Squads	361,711	12,062	349,649	96.67%
10-451-425	Coroner	331,646	62,872	268,774	81.04%
10-451-429	On-Site Clinic	146,820	13,106	133,714	91.07%
10-451-441	Health Department	80,934	21,416	59,518	73.54%
10-451-442	Environmental Services	751,011	99,201	651,810	86.79%
10-451-485	Health Direct Assistance	14,502	-	14,502	100.00%
10-461-485	Welfare - MIAP & DSS	502,109	102,590	399,519	79.57%
10-471-451	Recreation	1,838,782	476,610	1,362,172	74.08%
10-471-455	County Library	3,747,046	634,329	3,112,717	83.07%
10-481-485	Literacy Council	4,515	-	4,515	100.00%
	TOTAL	54,810,435	8,803,308	46,007,126	83.94%

Percent of Fiscal Year Remaining = 83.33%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/15 TO 08/31/15

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	4,134,122	127,052	4,007,070	96.93%	4,134,122	111,671	4,022,451	97.30%
112 Economic Development Partnership Fund	451,901	65,766	386,135	85.45%	451,901	58,046	393,856	87.16%
123 Local Accommodations Tax Fund	2,822,804	458,902	2,363,902	83.74%	2,822,804	295,969	2,526,835	89.52%
124 Local Hospitality Tax Fund	1,859,116	353,785	1,505,331	80.97%	1,859,116	705,668	1,153,448	62.04%
131 District Utility Allocation Fund	567,750	86,084	481,666	84.84%	567,750	567,750	-	0.00%
132 District Infrastructure Allocation Fund	713,000	133,097	579,903	81.33%	713,000	398,000	315,000	44.18%
151 Law Library Fund	57,605	7,060	50,545	87.74%	57,605	25,613	31,992	55.54%
153 Road System Maintenance Fee Fund	3,865,144	930,671	2,934,473	75.92%	3,865,144	549,748	3,315,396	85.78%
154 Victim/Witness Assistance Fund	209,454	25,149	184,305	87.99%	209,454	35,888	173,566	82.87%
421 Landfill Fund	4,207,428	501,686	3,705,742	88.08%	4,207,428	109,775	4,097,653	97.39%
431 E911 System Fund	1,961,255	673,132	1,288,123	65.68%	1,961,255	9,440	1,951,815	99.52%
TOTALS:	20,849,579	3,362,383	17,487,196	83.87%	20,849,579	2,867,567	17,982,012	86.25%

Percent of Fiscal Year Remaining: 83.33%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned $ 156,806,782
(See separate attachment for additional details.)

Florence County Council
District Allocation Balances
Beginning Balances as of 8/31/2015

Council District #	Type of Allocation	Beginning Budget FY15	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	84,078	17,250	66,828
	Paving	214,571	-	214,571
	Utility	86,986	5,000	81,986
	In-Kind	19,800	-	19,800
2	Infrastructure	35,724	12,834	22,890
	Paving	268,043	36,575	231,468
	Utility	(1,584)	(1,584)	-
	In-Kind	19,800	-	19,800
3	Infrastructure	60,993	-	60,993
	Paving	163,555	34,980	128,575
	Utility	27,499	6,250	21,249
	In-Kind	19,800	-	19,800
4	Infrastructure	155,069	12,650	142,419
	Paving	291,093	-	291,093
	Utility	63,549	-	63,549
	In-Kind	19,800	-	19,800
5	Infrastructure	41,048	39,500	1,548
	Paving	230,081	60,000	170,081
	Utility	60,243	34,150	26,093
	In-Kind	19,800	-	19,800
6	Infrastructure	181,195	11,250	169,945
	Paving	167,113	-	167,113
	Utility	-	-	-
	In-Kind	19,800	-	19,800
7	Infrastructure	43,905	-	43,905
	Paving	228,844	-	228,844
	Utility	76,798	6,250	70,548
	In-Kind	19,800	-	19,800
8	Infrastructure	54,612	54,612	-
	Paving	141,099	56,600	84,499
	Utility	61,387	53,776	7,611
	In-Kind	19,800	-	19,800
9	Infrastructure	56,922	56,922	-
	Paving	131,615	131,615	-
	Utility	135,570	116,463	19,107
	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 August 31, 2015

EXPENDITURES	Project Budget	*Design or Engineering*	*Right of Way*	*Construction*	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	$ 17,676,768.00	*$ 710,297.09*	*$ 1,224,997.80*	*$ 14,229,979.96*	$ 16,165,274.85	$ 1,511,493.15	91.45%
US 378 Widening	$ 138,751,620.00	*$ 5,704,309.95*	*$ 9,881,352.65*	*$ 21,375,163.75*	$ 36,960,826.35	$ 101,790,793.65	26.64%
US 76 Widening	$ 31,641,621.00	*$ 2,586,615.73*	*$ 2,647,226.20*	*$ 6,093,096.60*	$ 11,326,938.53	$ 20,314,682.47	35.80%
TV Road Widening	$ 34,519,290.00	*$ 2,343,048.16*	*$ 2,645,214.51*	*$ 9,655,168.92*	$ 14,643,431.59	$ 19,875,858.41	42.42%
SC 51 Widening	$ 151,533,817.00	*$ 3,714,225.78*	*$ 7,250,273.50*	*$ 27,903.72*	$ 10,992,403.00	$ 140,541,414.00	7.25%
US 301 Bypass Extension	$ 73,464,146.00	*$ 620,750.37*	*$ -*	*$ 18,697.00*	$ 639,447.37	$ 72,824,698.63	0.87%
	$ 447,587,262.00	***$ 15,679,247.08***	***$ 23,649,064.66***	***$ 51,400,009.95***	**$ 90,728,321.69**	**$ 356,858,940.31**	**20.27%**

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	$ 148,000,000.00				$ 144,702,128.85		
Sales Tax Interest Earnings	$ -				$ 12,104,653.62	$ 3,297,871.15	105.95%
Earned State SIB Fund Match	$ 250,000,000.00				$ 250,000,000.00	$ -	100.00%
	$ 398,000,000.00				**$ 406,806,782.47**	**$ 3,297,871.15**	**102.21%**

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 August 31, 2015

Bond proceeds	$ 124,840,280.25	
Interest earnings through August 31, 2015	$ 655,401.86	
Local contributions	$ 75,637.27	
Total available		$ 125,571,319.38
Bond proceeds expended through 08/31/15*	$ 31,137,202.36	
Local contributions expended through 08/31/15	$ 75,637.27	
Outstanding purchase orders as of 08/31/15*	$ 16,289,362.47	
Total expended/committed		$ 47,502,202.10
Total remaining		$ 78,069,117.28

* 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 8/31/2015	O/S Purchase Orders
			Bond Issuance Costs			$ 500,000.00		$ 500,791.50	
			I. Public Safety-Fire						
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	$ 1,800,000.00		$ 44,161.32	$ -
2	Building		Johnsonville Rural Fire District	New Kingsburg station		$ 600,000.00		$ 600,000.00	$ -
3	Building		Windy Hill Fire District	New Quinby Station		$ 1,800,000.00		$ 79,272.85	$ 45,624.15
4	Building		Howe Springs Fire District	New Main Station		$ 3,700,000.00		$ 191,833.51	$ 65,356.89
5	Building		South Lynches Fire District	Classroom, Logistics, & Maintenance Facility		$ 1,000,000.00		$ 5,000.00	
6	Building		South Lynches Fire District	Upgrades to Station One Facilities		$ 1,000,000.00		$ (32,285.33)	$ 1,032,055.00
7	Buildng		South Lynches Fire District	Upgrades at Nine Fire Stations		$ 500,000.00		$ 499,807.16	
8	Building		West Florence Fire District	New Station on Hoffmeyer Road		$ 1,500,000.00		$ 188,722.53	$ 35,418.47
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		$ 53,550.00	$ 901,050.67
11	Building		Hannah Salem Friendfield Fire	Upgrade Stations One and Two		$ 1,400,000.00			$ 890,885.67
12	Building		Hannah Salem Friendfield Fire	Upgrade Stations Three and Four		$ 900,000.00			$ 890,885.66
13	Building		Olanta Rural Fire District	Upgrade Main Station		$ 520,000.00		$ 520,000.00	
14	Building		Sardis Timmonsville Fire	Station One addition Living & Training		$ 150,000.00			
15	Building		Sardis Timmonsville Fire	New Cartersville Station		$ 750,000.00		$ 558,002.82	$ 175,252.77
16	Building		Sardis Timmonsville Fire	Timmonsville Rescue Squad Building		$ 80,000.00		$ 244.49	
			Category Total				$ 18,445,000.00		
			II. Public Safety - EMS						
17	Building		Florence County	EMS Station Timmonsville		$ 740,000.00			
18	Building		Florence County	EMS Station Florence	Schlitz Drive	$ 740,000.00		$ 81,210.68	$ 7,980.59
			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		$14,268,825.83	
20	Building/Equipment		Florence County	New Emergency Operations Center Building	Law Enforcement Complex	$ 4,955,251.00		$ 23,869.85	$ 276,162.99
			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		$ 150,474.13	
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		$ 418,817.15	$ 48,786.60
			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		$ 4,180,570.20	$ 124,606.26
			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		$ 21,676.96	$ 14,026.95
28	Water Line		Town of Coward	Union School Road Tie to Scranton Water System		$ 240,000.00		$ 16,554.65	$ 4,488.65
29	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Windy Hill Fire District		$ 250,000.00		$ 6,528.62	$ 4,675.68
30	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for West Florence Fire District		$ 250,000.00		$ 7,429.81	$ 4,675.68
31	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Howe Springs Fire District		$ 250,000.00		$ 6,589.10	$ 4,675.68
32	Water Line		City of Lake City	Indiantown Road/S. Cameron Road Water Loop		$ 690,000.00		$ 6,667.16	$ 12,904.83
33	Water Line		City of Lake City	Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop		$ 593,000.00		$ 5,729.84	$ 11,090.73
34	Water Line		City of Lake City	Frierson Road/O'Shay Road Water Loop		$ 250,000.00		$ 2,415.62	$ 4,675.68
35	Water Line		Town of Olanta	Central Road/Hood St. Water Loop		$ 440,000.00		$ 17,173.54	$ 8,229.15
36	Water Line		Town of Olanta	Butler Scurry Road/McKenzie Road Water Loop		$ 500,000.00		$ 11,412.29	$ 9,351.31
37	Water Line		Town of Olanta	Olanta Fire Station Water Extension		$ 65,000.00		$ 4,163.04	$ 1,215.70
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		$ 140,000.00		$ 60,407.43	$ 2,618.34
			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		$ (65,568.50)	$ 1,455,132.70
			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 8/31/2015	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence						
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			$ 543,157.19	
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.			$ 35,103.98	
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		$ 107,047.02	$ 172,380.36
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		$ 11,264.45	$ 19,287.18
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		$ 3,291.31	$ 6,370.59
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.			$ 99,363.60	
61	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			$ 59,454.19	
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		$ 88,176.61	$ 170,673.70
64	Building		Town of Timmonsville	New Community Center		$ 420,000.00			
65	Building		Town of Timmonsville	Magistrate's Building Renovations		$ 180,000.00		$ 151,343.37	
66	Sewer		Town of Pamplico	Replace Pembrook Apt Pump Station		$ 154,400.00		$ 87,578.24	$ 2,887.71
67	Water		Town of Pamplico	New Water Tank		$ 873,280.00		$ 252,600.54	$ 16,332.67
68	Water		Town of Pamplico	Shirley Road Water Line		$ 154,697.00		$ 20,950.78	$ 2,893.23
69	Water		Town of Pamplico	Water System Extension		$ 1,706,720.00		$ 22,641.34	$ 31,920.24
70	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		$ 750,000.00		$ 25,466.22	$ 14,026.99
71	Building		Town of Olanta	Municipal Building Improvements		$ 130,000.00		$ 23,584.03	$ 59,215.97
72	Recreation improvements		City of Johnsonville	Prosser Recreation Complex		$ 800,000.00		$ 37,765.05	$ 661,213.06
73	Water		City of Johnsonville	Vox Water Line Project		$ 4,378,000.00		$ 194,820.69	$ 81,880.38
74	Water		Town of Coward	New Water Tank		$ 1,000,000.00		$ 9,662.48	$ 18,702.74
75	Recreation		Town of Coward	Expansion of Youth Baseball Field		$ 200,000.00		$ 17,555.00	$ 163,082.75
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		$ 110,141.95	$ 6,538.44
81	Water & Sewer		City of Lake City	Water & Sewer Improvements		$ 2,360,000.00		$ 588,569.74	$ 44,138.34
82	Storm Water		City of Lake City	Storm Water System Improvements		$ 1,200,000.00		$ 171,677.28	$ 22,443.24
83	Water & Sewer		City of Lake City	New Water Tank		$ 800,000.00		$ 8,230.05	$ 14,962.12
84	Recreation		City of Lake City	New Multi Purpose Athletic Complex		$ 400,000.00		$ 3,864.97	$ 7,481.12
85	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		$ 160,000.00		$ 2,225.97	$ 46,487.47
86	Road / Parking		City of Lake City	C J Evans Field road & parking improvements		$ 400,000.00		$ 3,864.97	$ 7,481.12
			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 8/31/2015	O/S Purchase Orders
			IX. Florence County Recreaction							
87	Roads/Water		Florence County	Roads & Infrastruture - New Soccer Complex		$ 1,040,000.00			$ 20,664.45	$ 19,450.77
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					$ 96,812.00	
90	Recreation Improvements		Florence County	Lynches River Park Shade Structures					$ 44,187.49	
91	Recreation Improvements		Florence County	Lake City Community Park Road Paving					$ 55,500.44	$ 1,496.18
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			$ 27,789.13	$ 22,032.00
			Category Total					$ 80,000.00		
			XII. Road Paving and Drainage							
96	Paving		Florence County	Cato Road		$ 2,500,000.00			$ 24,392.36	$ 669,106.40
97	Paving		Florence County	Moulds Road		$ 1,100,000.00			$ 10,628.80	$ 292,527.22
98	Paving		Florence County	Country Lane		$ 1,400,000.00			$ 13,527.56	$ 414,396.37
99	Paving		Florence County	Cherry Johnson Road		$ 1,900,000.00			$ 18,358.85	$ 594,091.88
100	Paving		Florence County	Ball Park Road		$ 1,500,000.00			$ 14,493.77	$ 424,067.92
101	Paving		Florence County	McLaurin Road		$ 600,000.00			$ 5,797.51	$ 207,336.85
102	Paving		Florence County	Highland Road		$ 250,000.00			$ 2,415.62	$ 83,191.33
103	Paving		Florence County	Laurel Circle		$ 600,000.00			$ 9,647.51	$ 164,335.00
104	Paving		Florence County	Law Road		$ 1,100,000.00			$ 10,628.80	$ 325,644.59
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			$ 195,175.13	$ 187,510.73
107	Drainage		Florence County	Brookgreen		$ 1,000,000.00			$ 22,702.61	$ 45,662.61
108	Drainage		Florence County	Foxcroft		$ 300,000.00			$ 9,417.84	$ 19,091.72
			Category Total					$ 16,250,000.00		

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 8/31/2015	O/S Purchase Orders
			XIII. General Road Improvements						
109		District 1		Swan Rd.	Park Ave. to last house	$ 4,033,853.00		$ 16,426.31	$ 31,794.55
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.				$ 19,469.50
113				Old McAllister Rd.	Jordan Rd. to Chandler Mill Rd.				$ 50,383.68
114				Chandler Mill Rd.	N. Matthews Rd. to Old McAllister Rd.				$ 33,860.00
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.				$ 32,167.00
122				Donald Rd.	Caselman Rd. to Miles Rd.				$ 9,006.76
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.	Aclline St. to Kelly St.			$ 430.82	$ 35,528.64
129				Thomas St.	S. Church St. to CSX RR			$ 462.67	$ 38,155.85
130				Gracelyn Cir.	N. Matthews Rd. to ???				$ 32,404.02
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			$ 302.96	$ 24,983.92
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				Bamwell 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			$ 8,566.91	
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			$ 2,721.62	
152				Thirty Five Rd.	Green Haven Ave. to Davis St.			$ 3,624.53	
153				Tranquility Rd.	Cockfiled 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.				$ 557.44	$ 45,970.83
158				Camelot Way	N. Country Club Rd. to Scotland Rd.			$ 653.23	$ 53,870.39
159				Dogwood Ln.	S. Morris St. to Middlecoff Rd.			$ 654.16	$ 53,947.29
160				Lancelot Way	Scotland Rd. to end of road			$ 790.48	$ 65,189.17
161				Lockewood Rd.	Middlecoff Rd. to Dogwood Ln.			$ 912.13	$ 75,221.27
162				McFaddin St.	Wallace St. to Ida St.			$ 823.49	$ 67,911.23
163				Salter St.	Wallace St. to Ida St.			$ 390.79	$ 32,227.32
164				Byrd St.	School Dr. to end of road			$ 214.57	$ 17,694.37
165				Fountain St.	School Dr. to end of road			$ 317.44	$ 26,178.34
166				Hurst St.	Hwy 52 to End of road			$ 190.75	$ 15,731.03
167				Mill St.	N. Church St. to Ball Parkd Rd.			$ 461.65	$ 38,071.26
168				N. Church St. (Scranton)	Mill St. to Railroad Ave.			$ 250.18	$ 20,631.73
169				School Dr.	Byrd St. to end of road			$ 313.68	$ 25,867.68
170				Parking and Roads at Lake City Sports Complex	S. Blanding St. to Graham Rd.				

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 8/31/2015	O/S Purchase Orders
171		District 2		Bluff Rd.		$ 4,033,853.00			$ 36,348.96	$ 31,794.55
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.					$ 51,198.14	
178				Old Springs Rd.					$ 72,285.13	
179				Freeport Rd.					$ 32,180.62	
180				Singletary Loop Rd.					$ 88,316.04	
181				Saddle Town Rd.					$ 48,746.85	
182				Mustang Rd.					$ 34,001.33	
183				Capitola Rd.						
184				Dud Rd.					$ 65,575.65	
185				Lewis Ln.					$ 32,624.30	
186				Broken Branch Rd.					$ 113,013.76	
187				Wood Berry Rd.					$ 9,319.76	
188				Keith Rd.					$ 32,136.12	
189				Chestnut Rd.					$ 39,387.84	
190				Ashley Rd.					$ 61,913.29	
191				Glen Haven Rd.					$ 39,506.43	
192				Dulie Ln.					$ 10,988.61	
193		District 3		Athens St.		$ 4,033,853.00			$ 32,285.58	$ 41,875.66
194				Brunson St.					$ 42,125.93	$ 2,492.76
195				Dargan St.	Hwy 52 to Vista St.				$ 42,222.39	$ 7,903.81
196				Timmons St.					$ 17,902.82	$ 8,198.40
197				Bradford St.					$ 25,526.14	$ (950.32)
198				Wilson St.					$ 35,601.90	$ 2,598.71
199				Liberty St.					$ 27,818.80	$ 7,414.04
200				Boyd St.					$ 21,692.97	$ (271.71)
201				Commander St.					$ 40,620.32	$ (852.80)
202				Vista St.						
203				Light St.					$ 3,931.74	$ 5,753.32
204				Stackley St.					$ 33,683.37	$ 626.97
205				Hemingway St.					$ 12,057.30	$ 4,263.75
206				Marlboro St.					$ 27,467.59	$ (691.88)
207				E. Marion St.					$ 23,123.01	$ 43,510.15
208				Freemand St.					$ 8,953.82	$ 1,405.73
209				Dixie St.					$ 5,441.73	$ 130,270.05
210				Ingram St.					$ 42,502.51	$ 23,539.17
211				Alexander St.					$ 33,341.79	$ 124,089.75
212				Harmony St.					$ 4,616.17	$ 62,188.20
213				Harrell St					$ 19,483.56	$ 30,029.11
214				Lawson St.					$ 76,566.28	$ (4,500.85)
215				Sanborn St.					$ 49,742.09	$ 29,965.89
216				N. McQueen St.					$ 45,947.23	$ 9,714.49
217				W. Marion St.					$ 112,868.06	$ 6,481.52
218				Pennsylvania St.					$ 50,717.39	$ (1,854.57)
219				Carver St.					$ 45,173.99	$ 10,018.70
220				Gladstone St.					$ 37,622.90	$ 3,732.27
221				Fairfield Cir.					$ 4,453.69	$ 48,788.15
222				Waverly St.					$ 70,035.24	$ 43,392.28
223				Sidewalkds on Irby St.	Wilson Road to Sam Harrell Rd.					
224				Sidewalks on Dargan St.	Hwy 52 to Vista St.					
225				Sidewalkds on Roughfork St.						
226				Sidewalks on Sopkin Ave.						
227				Widen Entrance road to County Complex & bury power lines						
228				W. Louise Rd.					$ 4,033.81	$ 14,170.53

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 8/31/2015	O/S Purchase Orders
229		District 4		Van Houton Dr.		$ 4,033,853.00		$ 30,115.91	$ 44,182.95
230				Alma Ln.				$ 12,638.96	$ 11,433.04
231				Willow Point Rd.					
232				Pygate Rd.					
233				Fork Rd.				$ 95,486.80	$ 83,462.20
234				Meadow Prong 2				$ 57,350.04	$ 48,824.96
235				Meadow Prong 1					
236				Clyde McGee Rd.					$ 18,713.10
237				Golden Gate Rd.				$ 22,143.48	$ 21,015.52
238				Ed James Rd.					$ 61,326.30
239				Javelin Cir.				$ 83,069.74	
240				Johnson Rd.				$ 11,786.12	$ 10,279.88
241				Joe Nathan Ln.				$ 15,088.46	$ 12,852.54
242				Buckshot Rd.				$ 18,926.70	$ 16,909.30
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					$ 106,020.60
248				Truck Route	Foxworth St. to Brockington St.				
249		District 5		Horace Matthews Rd.		$ 4,033,853.00		$ 16,426.31	$ 31,794.55
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.					$ 93,075.06
265				Silver Leaf Rd.					$ 21,269.82
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 8/31/2015	O/S Purchase Orders
267		District 6		Charlie Cade Rd.		$ 4,033,853.00		$ 72,066.17	$ 31,794.55
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 Caln Rd.					
297				South Wind Rd.				$ 27,460.75	
298				Gum Rd.					
299		District 7		Hughes Cir (off TV Rd.)		$ 4,033,853.00		$ 16,426.31	$ 183,126.44
300				Joan Rd. (off TV Rd.)					$ 136,811.26
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.					$ 95,090.38
307				Tara Dr.				$ 1,923.67	$ 158,640.89
308				Raiford Ln.				$ 146.74	$ 12,101.64
309				Calvert's Ct.				$ 187.40	$ 15,454.20
310				Shamrock Rd.				$ 199.45	$ 16,448.71
311				Clayton Ct.				$ 187.40	$ 15,454.20

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 8/31/2015	O/S Purchase Orders
312	Resurface	District 8		Maulden Dr.		$ 4,033,853.00		$ 17,697.78	$ 136,661.70
313	Resurface			Crownland Estates					
314	Resurface			E. and W. Sandhurst Dr.				$ 1,689.70	$ 139,345.34
315	Resurface			Stratford Cir.				$ 552.42	$ 45,556.32
316	Resurface			Castleberry Dr.				$ 262.95	$ 21,685.40
317	Resurface			Westmoreland Ave.					
318	Resurface			Devonshire Dr.					
319	Resurface			Longwood Dr.				$ 365.62	$ 30,151.92
320	Resurface			Woods Dr.					
321	Resurface			Rosedale St.				$ 882.43	$ 72,771.63
322	Resurface			St. Anthony Dr.				$ 1,150.41	$ 94,870.93
323	Resurface			Jones Rd.				$ 299.24	$ 24,677.07
324	Resurface			Winthrop Dr.				$ 438.66	$ 36,175.27
325	Resurface			Progress St.				$ 507.54	$ 41,855.16
326	Resurface			Lee St.				$ 383.77	$ 31,648.79
327	Resurface			Saluda Ave.				$ 1,246.25	$ 102,775.64
328	Resurface			Sewanee Ave.				$ 191.50	$ 15,793.28
329	Resurface			Chestnut St.				$ 798.73	$ 65,869.13
330	Resurface			Kalmia St.				$ 431.95	$ 35,621.63
331	Resurface			Sesame St.				$ 294.44	$ 24,282.36
332	Resurface			Cedar St.	Franklin to Adams Ave.			$ 412.80	$ 34,042.75
333	Resurface			Waters Ave.	Park to Lawson			$ 176.89	$ 14,587.57
334	Resurface			Sylvan Dr.				$ 448.29	$ 36,969.85
335	Resurface			Cedar Lawn Court				$ 301.90	$ 24,897.51
336	Resurface			Lakeside Drive				$ 294.44	$ 312.36
337	Resurface			Richburg Ln.				$ 273.85	$ 22,583.51
338	Resurface			Jeffries Ln.				$ 847.74	$ 69,911.19
339	Resurface			Hondros Cir.				$ 243.73	$ 20,099.32
340	Resurface			Constantine Dr.				$ 351.70	$ 29,003.63
341	Resurface			Rollins Ave.				$ 279.53	$ 23,052.05
342	Resurface			Fitz Randolph Cir.				$ 172.12	$ 63.87
343	Resurface			Shore Ln.				$ 285.87	$ 294.93
344	Resurface			Marion Ave.				$ 459.04	$ 37,856.70
345	Resurface			Virginia Acres				$ 473.65	$ 39,061.36
346	Resurface			Poinsette Ave.				$ 342.07	$ 28,209.06
347	Resurface			Melrose Ave.				$ 362.58	$ 29,900.73
348	Resurface			Courtland Ave.				$ 346.67	$ 28,588.40
349	Resurface			Hillside Dr.					
350	Resurface			Wisteria Dr.					
351	Resurface			Margaret Dr.					$ 29,238.00
352	Resurface			Dunvegan Rd.					$ 22,728.00
353	Resurface			Rosenreath Rd.					$ 26,496.00
354	Resurface			Beverly Dr.					$ 55,396.50
355	Resurface			Alton Cir.					$ 25,936.00
356	Resurface			Lindberg Dr.					$ 66,468.00
357	Resurface			Woodstone Dr.				$ 299.86	$ 24,728.33
358	Resurface			DeBerry Blvd.					$ 23,080.00
359	Resurface			Dorchester Rd.					
360	Resurface			Fairfax Rd.					
361	Resurface			Cherry Blossom Ln.					
362	Resurface			Valparlso 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 8/31/2015	O/S Purchase Orders
		District 9		**Hampton Pointe Subdivision**		$ 4,033,853.00			$ 16,426.13	$ 31,794.58
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				Albemarle Blvd.						
387				Banbury Cir.						
388				Bedford Ln.						
389				Milford Ln.						
390				South Arundel Dr.						
391				St. James Ln.						
				Village Green and Waterford Subdivisions						
392				Greenview Dr.						
393				Key Largo Ct.					$ 72.28	$ 5,960.65
394				Waterford Dr.					$ 570.36	$ 47,036.04
				Springdale and Villa Arno Subdivisions						
395				Guilford Cir.						
396				Perth St.						
397				Springfield St.						
398				Suffork Place						
399				Strada Amore						
400				Strada Gianna						
401				Strada Mateo						
402				Via Ponticello						
				Oak Forrest Subdivision						
403				Alabama Ln.						
404				Arizona Way						
405				Califomia 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.					$ 455.14	$ 37,534.41
418				Deerwood Place					$ 88.73	$ 7,318.04
419				Heathway Dr.					$ 935.36	$ 77,134.36
420				Mosswood Dr.					$ 835.50	$ 68,901.61
421				W. Delmae Dr.						
422				Wethersfield Dr.					$ 620.81	$ 51,196.66
				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 8/31/2015	O/S Purchase 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				Sliger Cove						
435				Yeargin Cove						
436				Young Charles Dr.						
437				Wanda Cove						
438				Claude Douglas Cir.						
439				Hepburn Blvd.						
				Dunwoody Subdivision						
440				Ashwood Ln.						
441				Aspen St.						
442				Dunwoody Rd.						
443				Evergreen Rd.						
444				Periwinkle Ln.						
				Farmwood and Ferndale Subdivisions						
445				Farmwood Dr.						
446				Heather Dr.						
447				Patrick Dr.						
448				Boone Cir.						
449				Corbett Place						
				Charters Subdivision						
450				Bristol St.						
451				Charters Dr.						
452				Claymount Ct.						
453				Cravenhurst Ct.						
454				Dominion Ct.						
455				Fairhaven Rd.						
456				Magna Carta Rd.						
				Arrowood Subdivision						
457				Arrowhead Cir.						
458				Arrowood Dr.						
459				Falcon Way						
460				Skylark Dr.						
				Chadwick Place						
461				Britainna St.						
462				Chadwick Dr.						
463				Knights Bridge Rd.						
464				Lampley Way						
465				Wetherby Ln.						
466				Stratton Dr.					$ 2,494.99	$ 205,755.39
467				Pelican Ln.						
468				W. Eagle St.						
469				Thunderbird Dr.						
470				Whitehall Cir.						
471				S. Peninsula Rd.					$ 33,102.86	
472				McLaurin Dr.						
473				Traffic Signals	Botany and Jefferson on W. Palmetto				$ 80,239.55	
474				Traffic Signals	Third Loop Rd. and McCown Dr.					
			Category Total					$ 36,304,677.00		
			Grand Total of all projects					$145,000,000.00	$31,137,202.36	$16,289,362.47

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance
Sheriff

ISSUE UNDER CONSIDERATION: Approval of the addition of an unpaid chief pilot position to the County's compensation and classification plan for the Sheriff's Office.

POINTS TO CONSIDER:

1. The Sheriff has recently acquired a helicopter to assist in various law enforcement duties. He is requesting that Council add a chief pilot position to his department.
2. This position will be an unpaid position and will receive no health insurance or retirement benefits. When the position has been vacated by the individual that the Sheriff has requested to fill the position, this position will be removed from the County's compensation and classification plan.

FUNDING FACTORS:

1. None. This position will be an unpaid position.

OPTIONS:

1. ***(Recommended)*** Approve the addition of an unpaid chief pilot position to the County's compensation and classification plan for the Sheriff's Office.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Memo from Sheriff to County Administrator dated September 30, 2015

Florence County
Sheriff's Office

To: Mr. K.G. "Rusty" Smith
County Administrator

From: Kenney Boone
Sheriff of Florence County

Date: September 30, 2015

Re: Request for Slot for Chief Pilot in Department 110

Please accept this memo as an official request to have a slot number assigned for our Chief Pilot, Wendell Hall. Per our previous discussions, I understand and accept that this position will be unpaid and will not include any insurance or retirement benefits. Additionally, if Wendell Hall no longer serves as our Chief Pilot, I am in agreement that this slot/position will become null and void.

I respectfully request that you approve this request to assign this slot. Please let me, Katherine, or Glen know if you have any questions or need any additional information.

CC: Mr. Kevin Yokim, Finance Director
Mrs. Bonnita Andrews, HR Director

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance
Solicitor

ISSUE UNDER CONSIDERATION: Approval of entering into a lease agreement with Gene Brown for space at the old post office necessary to house Solicitor's staff members.

POINTS TO CONSIDER:

1. The Solicitor currently has approximately fifteen (15) employees located in the buildings across Irby St. from the County Complex. These buildings will be demolished to clean the site for the new judicial center.
2. The Solicitor has contacted Gene Brown, the owner of the old post office on the corner of Irby and Evans Streets, regarding a lease agreement for space in that building.
3. Mr. Brown has quoted a lease rate of $15.50 per square foot for 2,850 square feet on the first floor ($3,681.25 per month) and $14.50 per square foot for 1,400 square feet on the second floor ($1,691.66 per month).
4. These rates are reasonable, given the close proximity of this building to the County Complex and the new judicial center. The Solicitor has indicated that this space would cover his needs for these fifteen employees.
5. The County's bond counsel has indicated that the monthly lease cost can be funded from the bond proceeds for the judicial center.

FUNDING FACTORS:

1. Approximately $161,000 = Funding for thirty (30) months' rent, twenty-four months while the judicial center is being constructed and six months to renovate space in the County Complex. Costs to be taken from bond proceeds for the judicial center.

OPTIONS:

1. ***(Recommended)*** Approve entering into a lease agreement with Gene Brown for space at the old post office necessary to house Solicitor's staff members.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Memo from Solicitor to County Administrator and Finance Director dated 08/27/15.

Office of Solicitor, 12th Judicial Circuit

Memo

To: Rusty Smith, County Administrator
Kevin Yokim, Finance Director

CC: Suzanne King, Administrative Services Director

From: Ed Clements, Solicitor

Date: 8/27/2015

Re: Relocation and Old Post Office

Yesterday morning I received an email from Gene Brown with respect to lease rates for office space on the first and second floors. The first floor consists of 2850 square feet and rents for $3,681.25, $15.50 a square foot. For $1,691.66 per month we can rent the second floor which consists of 1400 square feet at $14.50 a square foot. These rates include utilities however there is a provision in the lease related to utilities. Renting both floors would cover our needs for all fifteen employees.

Over the past Five years, our Worthless Check Program has contributed $371,583.00 directly to Florence County and returned $2,151,384.43 to Florence County merchants. Our Pretrial Intervention Program along with Adult Drug and DUI Treatment Courts not only keep defendants out of jail and prison but more importantly help give defendants the tools to contribute to our community and lower recidivism rates.

Our Juvenile Arbitration and Juvenile Drug Treatment Court help our children through education and mentoring while reducing the cost to Florence County by diverting youth in positive directions other than DJJ.

We understand your position on the unavailability of funds to support the Solicitor's Diversion Programs relocation. We are also cognizant of the fact that when the County moves the Treasurer and/or Auditor outside the Complex, the County will have to support their relocation. If our staff was to relocate outside of the complex, it would relieve some space for construction and improvements. We are looking for some degree of fairness with this temporary relocation.

EC

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the review panel for RFP No. 12-15/16, Stand-by Debris Monitoring and Recovery Planning Services and RFP No. 13-15/16, Stand-By Debris Management and Removal Services.

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Sardis-Timmonsville Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Smeal Fire Apparatus For The Purchase Of Two (2) Midship 1250 Pumpers With The Necessary Equipment For The Total Cost Of $931,254 (Including $600 Vehicle Tax) As Funded By Bond Funds.

POINTS TO CONSIDER:

1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment.
3) Smeal Fire Apparatus is The Contractor under HGAC Fire Apparatus Contract No. FS12-13.
4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
5) Letter of Recommendation from Samuel Brockington.

FUNDING FACTORS:

$931,254 = Total Funds for the Sardis-Timmonsville Fire District from bond funds under line item 330-451-428-400-0900.

OPTIONS:

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

ATTACHMENTS:

1) HGAC Legal Authority Statement.
2) HGAC Contract with Smeal Fire Apparatus.
3) HGAC Price Worksheet.
4) Letter of Recommendation dated October 1, 2015 from Sam Brockington, Fire-Rescue Coordinator.

Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services. (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SMEAL FIRE APPARATUS CO.
Snyder, Nebraska

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Smeal Fire Apparatus Co.**, hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 610 West 4th Street, Snyder, Nebraska 68664.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2014, and to continue through November 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No. **FS12-13**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No. **FS12-13**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract, provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *(IF APPLICABLE)*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: _____

Signed for **Smeal Fire Apparatus Co.** Snyder, Nebraska: _____

Printed Name & Title: Jeff Hunke, Chief Operating Officer

Date: November 20th 2013

Attest for **Smeal Fire Apparatus Co.** Snyder, Nebraska: _____

Printed Name & Title: Cynthia Kreikemeier, Notary of Nebraska

GENERAL NOTARY - State of Nebraska
CYNTHIA KREIKEMEIER
My Comm. Exp. May 18, 2015

Date: _____, 20__

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES only	Contract No.:	FS12-11	Date Prepared:	9/28/2015

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Florence County, SC	Contractor:	Smeal Fire Apparatus
Contact Person:		Prepared By:	Steven Dill
Phone:		Phone:	412-559-5568
Fax:		Fax:	843-651-1514
Email:		Email:	steve@acfiretrucks.com

Product Code:	YC-18	Description:	Pumper, midship, 1250 GPM Custom Chassis NFPA compliant

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 310,302

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid

Description		Cost	Description		Cost
007496	(3) triple air bottle compartments	2730.00	00857	(2) custom decals	461.00
002582	Hannay booster reel	2101.00	00843	M6 LED tail lights	721.00
00899	Fedeal Q siren	2164.00	00662	(2) aluminum pegboard slide out bds	1150.00
008575	EMS Compartment in cab	1853.00	004947	Whelen LED traffic light	1571.00
002551	1-1/2" discharge front bumper	1769.00	002497	Floor mounted slide tray (2)	1108.00
002541	2-1/2" rear discharge	1041.00	004762	Tilt/adjustable tray	1438.00
002714	Ladder strage beneath the hose bed	2211.00	00833	Whelen M6 LED warning light (4)	1488.00
001034	3" Gold Leaf Lettering (80)	1840.00	00834	Whelen M9 LED warning lights (3)	1659.00
001036	6" Gold Leaf Lettering (40)	1560.00	M1701-146	450 ISL Cummins engine	9422.00

Totals 600

00850	72" Whelen LED lighbar	4224.00	GM1103-004	Chrome door hardware	799.00
M00055	Hale pump manifold	1610.00	GM1507-002	Treadplate rear cab wall	1115.00
007012	(3) speedlay top mount	4103.00	007055	4" Akron right side valve	1031.00
005890	PSG Hale Pump	1133.00	00487	Tool compartment below walkway (2)	850.00
007586	HaleQMAX 1750 pump	5120.00	00566	Reeltex booster hose	341.00
002742	Adjustable shelf (6)	1824.00			
007327	1x4x1 reflective striping	1032.00		**Subtotal From Additional Sheet(s):**	
				Subtotal B:	59469.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Top Mount pump module	17267	2-year chassis/apparatus protection plan	7937
2-1/2" electric rear tank fill with level lights	4839	12 volt V-Mux chassis/body	6405
Hansen roll up door with (2) LED stip lighte ea	12250	(3) pair Whelen M9 scene lights	3732
Hansen lighted handrails	2722	Miscellaneous dealer furnished items	3000
Sise access panels with built in upper steps, LED li	2695		
Akron electric deck gun package	18177	**Subtotal From Additional Sheet(s):**	0
(2) Akron LED Scene Star lights with switches	6532	**Subtotal C:**	85556

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			**For this transaction the percentage is:**		23%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	2	**X Subtotal of A + B + C:**	455,327	=	**Subtotal D:** 910654
E. H-GAC Fee Calculation (From Current Fee Tables)					**Subtotal E:** 2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Miscellaneous Freight, Dealer Prep, training	**18000**		
		Subtotal F:	18000

(23)

Delivery Date:	8/1/2016	G. Total Purchase Price (D+E+F):	930654

Florence County
South Carolina

October 1, 2015

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our conversation, I have reviewed the proposal for the Sardis- Timmonsville Department and find the proposal to meet the intent of the new fire protection bond for equipment replacement and I further recommend they used the HGAC purchasing program. The specifications for these two pumpers and one tanker are appropriate for their needs and the cost is reasonable based on industry standards.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Sardis-Timmonsville Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To US Tanker Fire Apparatus For The Purchase Of One (1) Heritage Wet Side KW Tanker With The Necessary Equipment For The Total Cost Of $253,419 (Including $300 Vehicle Tax) As Funded By Bond Funds.

POINTS TO CONSIDER:

1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment.
3) US Tanker Fire Apparatus is The Contractor under HGAC Fire Apparatus Contract No. FS12-13.
4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
5) Letter of Recommendation from Samuel Brockington.

FUNDING FACTORS:

$253,419 = Total Funds for the Sardis-Timmonsville Fire District from bond funds under line item 330-451-428-400-0900.

OPTIONS:

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

ATTACHMENTS:

1) HGAC Legal Authority Statement.
2) HGAC Contract FS12-13 (US Tankers Fire Apparatus).
3) HGAC Price Worksheet.
4) Letter of Recommendation dated October 1, 2015 from Sam Brockington, Fire-Rescue Coordinator.

Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
  (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
US TANKER FIRE APPARATUS LLC
Delavan, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **US Tanker Fire Apparatus LLC,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 1827 Hobbs Drive, Delavan, Wisconsin 53115.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-13,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-13,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR.**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status. Motor Vehicle license status. or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable. and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: _____, 20___

Signed for **US Tanker Fire Apparatus LLC** Delavan, Wisconsin: Joseph O Lee

Printed Name & Title: JOSEPH O LEE VICE PRESIDENT

Date: 11-21 2013

Attest for **US Tanker Fire Apparatus LLC** Delavan, Wisconsin: John Waltman

Printed Name & Title: John Waltman President

Date: 11-21 2013

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:
The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: US Tanker Fire Apparatus LLC **CONTRACT #: FS12-13**

Section I

Purchase Order Address:

Contact Name: JOSEPH O LEE
Address: 1827 HOBBS DR
DELAVAN WI 53115
City State Zip Code
Telephone No. 262-763-6220
Email Address: JRLEE@USTANKER.COM
Fax No. 262-725-7000

Invoice Address:

Contact Name: JOSEPH O LEE
Address: 1827 HOBBS DR
DELAVAN WI 53115
City State Zip Code
Telephone No: 262-763-6220
Email Address: JRLEE@USTANKER.COM
Fax No. 262-725-7000

Section II

CONTRACT INFORMATION:
Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

1. Printed Name of Signatory: JOSEPH O LEE
Corporate Title: VICE PRESIDENT
Tel. No. 262-763-6220
Fax No. 262-725-7000
Email Address: JRLEE@USTANKER.COM

2. Printed Name of Signatory: John WOLTMAN
Corporate Title: President
Tel. No. 262-763-6220
Fax No. 262-725-7000
Email Address: JWOLTMAN@USTANKER.COM

Section III

SALES CONTACT INFORMATION
Person who End Users will contact for product information and pricing quotes.

Contact Name: JOSEPH O LEE Title: VICE PRESIDENT
Address: 1827 HOBBS DR DELAVAN WI 53115
Street City State Zip Code
Telephone No:. 262-763-6220 Fax No.: 262-725-7000
Mobile #: 262-215-5105 (Optional) Email Address: JRLEE@USTANKER.COM

Contract Return Information

Mailing Address
Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77227-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)
Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027

Revised 3/31/10

Attachment A
US Tanker Fire Apparatus LLC
Fire Service Apparatus (All Types)
Contract No. FS12-13

CC. U S Tanker		
B. Wildland Fire Apparatus (Brush Fire)		
CCB01	Ford F550. Aluminum Flat Bed Body. Type 6	$ 88.563.00
CCB02	Wildland Interface. International 4-Door. 4x4. Aluminum Body. 750 gpm Pump. Mid-Mounted Type 3 Wildland Interface Pumper	$ 246.760.00
C. Pumper Fire Apparatus		
CCC01	Guardian Pumper, International 2-Door, Stainless Steel Body. Single Axle. 1250 GPM Pump. Mid-Mounted. 750-gallon	$ 230.059.00
CCC02	Guardian Pumper. Spartan Metro Star 4-Door Custom Full-Tilt Aluminum Cab. Stainless Steel Body. Single Axle, 1250 GPM Pump. Mid-Mounted, 750-gallon	$ 347.629.00
CCC03	Guardian Pumper. Spartan Gladiator 4-Door Custom Full-Tilt Aluminum Cab. Stainless Steel Body, Single Axle. 1250 GPM Pump. Mid-Mounted, 750-gallons	$ 400.204.00
CCC04	IHC. 2-Door OEM Cab. Aluminum body, Single Axle. 1250 GPM Pump. Mid-Mounted Pumper	$ 226.289.00
CCC05	Spartan 4-Door Chassis. Aluminum Tilt Cab. Aluminum Body, Single Axle. 1250 GPM Pump. Mid-Mounted Pumper	$ 340.699.00
D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile		
CCD01	Non-Walk-In Rescue. Ford F550 2-Door. Single Axle. Aluminum Body	$ 131.843.00
E. Pumper/Tankers & Tankers		
CCE01	Patriot Elliptical Tanker. Kenworth 2-Door. Stainless Steel Body. Single Axle 1250 GPM Pump. Mid-Mounted. 2000-gallons	$ 254.304.00
CCE02	Patriot Elliptical Tanker. Kenworth 2-Door. Stainless Steel Body. Tandem Axle 1250 GPM Pump. Mid-Mounted, 3000-gallons	$ 306.999.00
CCE03	Heritage Wet Side Tanker. Kenworth 2-Door. Stainless Steel Body. Single Axle. 1250 GPM Pump. Mid-Mounted, 2000-gallons	$ 256.011.00
CCE04	Heritage Wet Side Tanker. Kenworth 2-Door. Stainless Steel body. Tandem Axle. 1250 GPM Pump. Mid-Mounted. 3000-gallons	$ 307.594.00
CCE05	Pumper-Tanker, Spartan Metro Star 4-Door Custom Full-Tilt Aluminum Cab, Stainless Steel Body. Single Axle. 1250 GPM Pump, Mid-Mounted. 2000-gallons	$ 354.349.00
CCE06	Pumper-Tanker. Spartan Gladiator 4-Door Custom Full-Tilt Aluminum Cab. Stainless Steetl Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted, 3000-gallons	$ 434.165.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES only	Contract No.:	FS12-11	Date Prepared:	9/28/2015

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Florence County	Contractor:	US Tanker Fire Apparatus
Contact Person:		Prepared By:	Steven Dill
Phone:		Phone:	412-559-5568
Fax:		Fax:	843-651-1514
Email:		Email:	steve@acifirautos.com

Product Code:	CCE03	Description:	Heritage Wet Side Tanker, KW 2 door, 2000 tank

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 256,011

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid

Description		Cost	Description		Cost

			Subtotal From Additional Sheet(s):		
				Subtotal B:	0.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Changed to 500 GPM PTO Pump	-9,386.00		
Upgraded to Peterbilt 348 Series Cab & Chassis	7260		
Upgraded to Dry Side body	2667		
Changed engine from 450 HP to 380 with exha	-5433		
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	-4,892.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			**For this transaction the percentage is:**		-2%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	X **Subtotal of A + B + C:**	251,119	= **Subtotal D:**	251119
E. H-GAC Fee Calculation (From Current Fee Tables)				**Subtotal E:**	2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:	**8/1/2016**	**G. Total Purchase Price (D+E+F):**	253119

Taxes 300.00

300

$253,419.00 Total

Florence County
South Carolina

October 1, 2015

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our conversation, I have reviewed the proposal for the Sardis- Timmonsville Department and find the proposal to meet the intent of the new fire protection bond for equipment replacement and I further recommend they used the HGAC purchasing program. The specifications for these two pumpers and one tanker are appropriate for their needs and the cost is reasonable based on industry standards.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: West Florence and Windy Hill Fire Station
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 10-15/16, West Florence and Windy Hill Fire Station, In The Amount Of $1,725,893.00 (Primary Bid Amounts Plus Alternates 2 and 3) to FBI Construction Inc. of Florence, SC from The Capital Project Sales Tax II Funds. ***(5 Compliant Bids Received).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, September 8, 2015. The bid opening was held on Thursday, October 1, 2015.
2) Five (5) bids were received; Five (5) bids were compliant. FBI Construction Inc. of Florence, SC was the lowest responsible, responsive bidder.
3) Chief Larue Hendricks and Chief John Delung recommend awarding the low bidder.
4) The bid expires December 1, 2015.

FUNDING FACTORS:

1) $1,725,893.00 = Total amount funded from The Capital Project Sales Tax II Funds.

   332-421-428-140-8600-5003 = $730,675.00
   332-421-428-100-8600-5008 = $995,218.00

OPTIONS:

1) Award Bid No. 10-15/16 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Bid Recommendation Letter from John Delung Jr., Windy Hill Fire Chief dated October 2, 2015.
2) Bid Recommendation Letter from Larue Hendrix, Fire Chief, West Florence Fire Board of Commissioners dated October 2, 2015.
3) Bid Tabulation Sheet.

Windy Hill Volunteer Fire Company
"Our Job...to protect life and property..."
Casey DeLung
President
103 N. Williamson Road - Florence, SC 29506
John T. DeLung, Jr.
Fire Chief

Director of Procurement and Facilities
Florence County
2 October 2015

On behave of the Board of Directors of the Windy Hill Volunteer Fire Company, we accept the bid from FBI Construction INC., in regard of the construction of the new Quinby Station. At the cost of $730,675.00, which includes the Base Bid amount, Alternate #2 Kitchen and Day Room and Alternate #3 Live-in and Bunk Room.

I really would like to thank you for your help with this matter, if you have any questions or comments you can e-mail or call me at (843) 601-3214.

Sincerely,

John T. DeLung Jr
Chief
Windy Hill Volunteer Fire Company

10/2/2015

Mr. Hendricks,

West Florence Fire Rescue would like to go with EMI Construction Inc. with a bid amount of $985,718.00 for the station on Hoffmeyer Rd. Alternate #1 will not be needed. West Florence Fire Rescue will purchase the generator for that station.

Thank you!

Dustin Eads

District Chairman

Lance Hendricks

Fire Chief

WFFR
P.O. Box 2757
Florence, SC 29502

FLORENCE CO.: WEST FLORENCE & WINDY HILL [BID NO. 10-15/16] **October 1, 2015**

BID TABULATION | COLLINS & ALMERS ARCHITECTURE **3:00 PM**

	Addenda Received		*BID AMOUNT - WF*	*Alternate #1 - Generator WF*	*BID AMOUNT - WH*	*Alt #2 - WH Kitchen & Day Room*	*Alt #3 - WH Live-In & Bunk Room*	
NAME OF BIDDER	1	2						Bid Bond
ACE CONSTRUCTION CO., INC.	✓	✓	$1,060,424.00	$28,500.00	$586,540.00	$51,196.00	$99,300.00	✓
FBI CONSTRUCTION INC.	✓	✓	$995,218.00	$41,400.00	$601,674.00	$37,300.00	$91,701.00	✓
CONSENSUS CONSTRUCTION & CONSULTING INC	✓	✓	$1,098,716.00	$35,000.00	$1,732,478.00	$115,000.00	$195,000.00	✓
GILBERT CONSTRUCTION CO., LT., dba GILBERT & GIELDS CONSTRUCTION	✓	✓	$1,126,810.00	$27,979.00	$629,120.00	$63,613.00	$114,235.00	✓
NORTH LAKE CONSTRUCTION CO., INC.	✓	✓	$1,265,000.00	$32,000.00	$890,000.00	$123,000.00	$256,000.00	✓

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Other Business
Infrastructure Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Reallocation Of An Expenditure Of Up To $20,269 From Council District 3 Infrastructure Funding Allocation To Assist The City Of Florence With Asphalting The Dorothy G. Hines Nature Trail *(Original Request Was Approved At The February 20, 2014 Regular Meeting Of Council; However, Due To Inactivity On The Project, The Funds Were De-obligated But The City Is Now Ready To Move Forward With That Project).*

FUNDING SOURCE:

XXX Infrastructure
_____Road System Maintenance
_____Utility

SIGNED: verbally approved – signature pending
Requested by Councilmember: Alphonso Bradley

ATTACHMENTS:

Copy of information presented and approved at the February 20, 2014 Council meeting.

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

_____

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
February 20, 2014

AGENDA ITEM: Other Business
Infrastructure Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Expenditure Of Up To $20,269 From Council District 3 Infrastructure Funding Allocation To Assist The City Of Florence With Asphalting The Dorothy G. Hines Nature Trail.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Signed: Alphonso Bradley

Date:

ATTACHMENTS:
City of Florence Estimate

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.

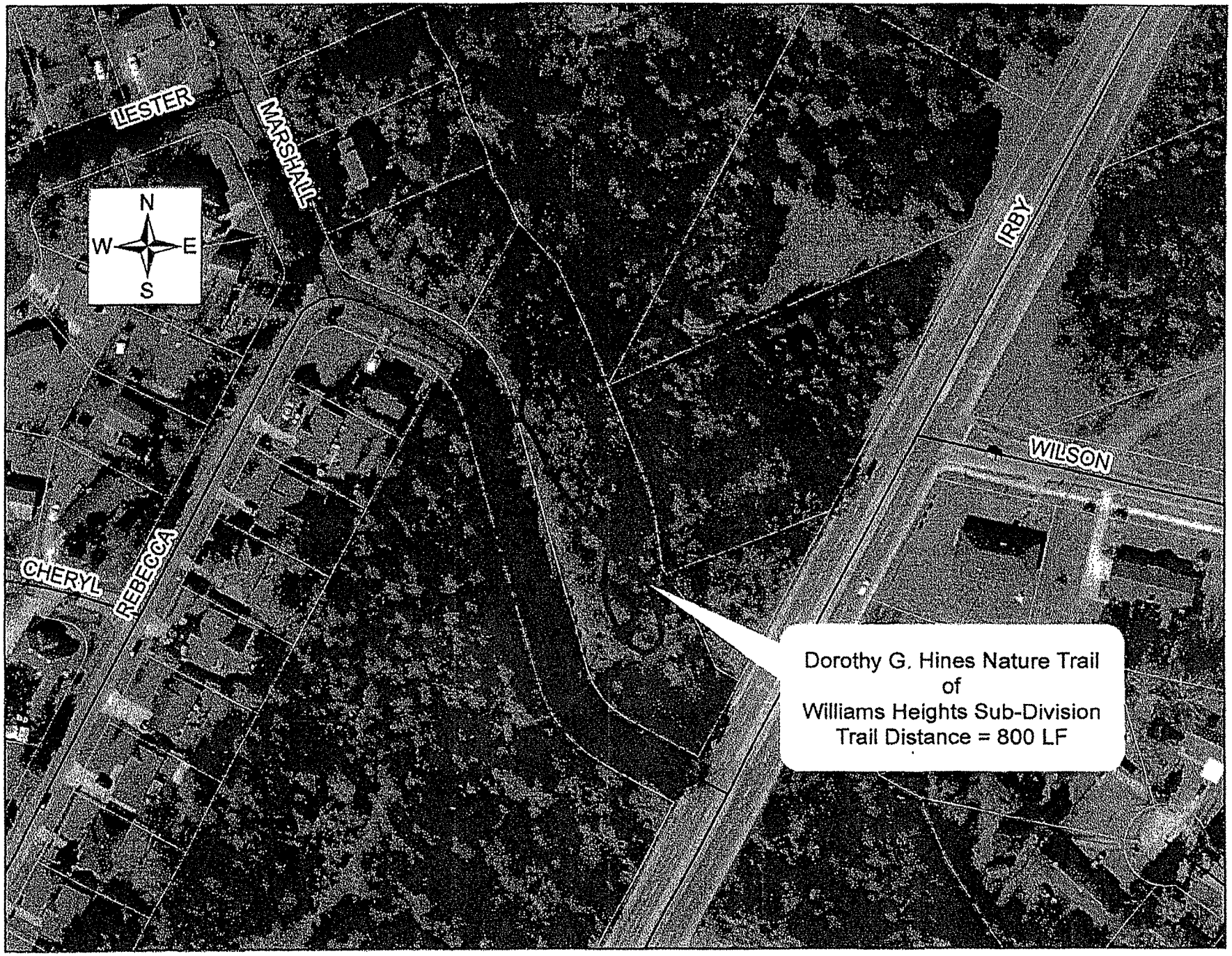
Connie Y. Haselden, Clerk to Council

CITY OF FLORENCE

Dorothy G. Hines Nature Trail
of Williams Heights Subdivision
800 ft. long X 8' wide

Budget Cost Estimate
02/03/20014

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Sandclay Fill (6" avg depth --- 800 LF x 12' wide)	1,067	SY	$6.00	$6,402
2	Fine Grading (800 LF x 12' wide)	1,067	SY	$3.50	$3,735
3	2" Asphalt surface course (800 LF x 8' wide)	711	SY	$9.50	$6,755
	Subtotal				$16,891
	10% Engineering				$1,689
	10% Contingency				$1,689
	TOTAL				$20,269


LESTER
MARSHALL
IRBY
WILSON
CHERYL
REBECCA
N
W
E
S
Dorothy G. Hines Nature Trail
of
Williams Heights Sub-Division
Trail Distance = 800 LF

PROPOSED ADDITIONS TO THE OCTOBER 15, 2015 MEETING AGENDA

DESCRIPTION (Requested by)	DATE REC'D	ITEM
REPORTS TO COUNCIL:		
Administration	10/12/15	County Administrator K. R. Rusty Smith, Jr., Along With SCDOT, Public Works Director Carlie Gregg, And Emergency Management Department Director Dusty Owens Will Present Information Concerning The Aftermath Of The Storm And Request Council's Possible Consideration Of Entering Into An Agreement With SCDOT For Debris Removal On County Roads, Pending Further Review Of The Agreement And Associated Costs By The County Administrator And County Attorney
Voter Registration & Elections – Deletion & Addition of Position	10/07/15	Authorize The Deletion Of The Assistant Director Of Voter Registration (Slot #002) And The Addition Of The Election Analyst In The Voter Registration And Elections Commission To Be Funded From FY16 Budgeted Funds.
Finance/Facilities/Procurement – Award Bid No. 07-15/16	10/07/15	Award The Base Bid For Bid No. 07-15/16, Switchboard Replacement For The Complex In The Amount Of $653,728 To L&L Contractor Of Andrews, SC From The Capital Project Sales Tax II Funds. *(2 Compliant Bids Received)*
Johnsonville Fire Department/Procurement – Purchase Pumpers, Tankers & Equipment	10/07/15	Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Pierce Manufacturing Co., Inc. For The Purchase Of Two (2) Pierce Saber Pumpers And 2 Freightliner 2 Door Tankers With The Necessary Equipment For The Total Cost Of $1,600,000.00 (Including $1,200 Vehicle Tax) As Funded By Bond Funds.
Olanta Fire Department/Procurement – Purchase Pumper	10/08/15	Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Pierce Manufacturing Co., Inc. For The Purchase Of One (1) Pierce 65' Impel Sky Boom Pumper With The Necessary Equipment For The Total Cost Of $649,820 (Including $300 Vehicle Tax) As Funded By Bond Funds.

Windy Hill Fire Department/Procurement – Purchase Pumpers	10/08/15	Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Kovath Mobile Equipment Corp. (KME) For The Purchase Of Three (3) Custom 4-Door Aluminum Cab Pumpers With The Necessary Equipment For The Total Cost Of $1,551,072 (Including $900 Vehicle Tax) As Funded By Bond Funds ($1,034,048) and CPST II Funds ($517,024).
Administration/Procurement – Award Bid No. 11-15/16	10/09/15	Award Bid No. 11-15/16, 2015 CPST II Dirt Road Paving Project (Phase II) In The Amount Of $1,153,526.00 to C. R. Jackson, Inc. of Darlington, SC From The Capital Project Sales Tax II Funds And The District 5 Road System Maintenance Fund. ***(3 Compliant Bids Received)***

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council
Storm Report

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

County Administrator K. R. Rusty Smith, Jr., Along With SCDOT, Public Works Director Carlie Gregg, And Emergency Management Department Director Dusty Owens Will Present Information Concerning The Aftermath Of The Storm And Request Council's Possible Consideration Of Entering Into An Agreement With SCDOT For Debris Removal On County Roads, Pending Further Review Of The Agreement And Associated Costs By The County Administrator And County Attorney.

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Report to Council

DEPARTMENT: Voter Registration and Elections Commission

ISSUE UNDER CONSIDERATION:
Authorize The Deletion Of The Assistant Director Of Voter Registration (Slot #002) And The Addition Of The Election Analyst In The Voter Registration and Elections Commission To Be Funded From FY 16 Budgeted Funds.

POINTS TO CONSIDER:
Section 9.3 of the Personnel Policy Manual requires Council authorization to remove, add, and/or reclassify any positions in the County's pay plan.

FUNDING FACTORS:
$37,951 = Required funding for 10% above the grade minimum and fringes for the Election Analyst position to be funded from budgeted funds for the Assistant Director of Voter Registration position. Therefore, no additional funding is required for FY 16 and future fiscal years.

OPTIONS:
1. ***(Recommended)*** Approve as presented.
2. Provide an alternate directive.

ATTACHMENTS:
A draft job description for the Election Analyst position.

FLORENCE COUNTY
CLASS DESCRIPTION
2015

CLASS TITLE: ELECTION ANALYST
REGISTRATION AND ELECTIONS DEPARTMENT
DRAFT

Position Type: Full-Time 37.5 hours a week (paid hourly)

GENERAL DESCRIPTION OF CLASS

The purpose of the class is to assist the Director of the Board of Voter Registration & Elections of Florence County, hereafter Department, to conduct the voter registration and elections processes in Florence County, register eligible citizens of Florence County to vote, to maintain voter registration lists and records, to assist in conducting county, state, and federal elections, and to perform related work as required. Performs moderate to complex Elections processing and analysis functions to support the operation of the Department's Electronic Voting Systems including maintenance, programming, testing, inventory control, security, Election-day Prep, Election Night vote tabulation, and auditing. The position also performs high level Elections system and GIS related work including gathering, updating and interpreting geographic and demographic election data, maintaining and supporting the Elections public information and communication efforts, and conducting research and analysis. The position provides technical assistance and organizational planning to the Department. The position also serves as a trainer and conducts poll manager training classes and seminars. The class works within a general outline of work to be performed, and develops work methods and sequences under general direction of the Director of the Registration & Elections Department.

POLITICAL ACTIVITY PROHIBITION

While not a member of the Board, the Director and all subordinate staff are required by the Board to be in compliance with SC Code of Law 7-13-75 which prohibits them from engaging in political activity in an effort to insure elections in Florence County are conducted in a fair, impartial, and nonpartisan manner. The Director and subordinate staff may not participate in political management or in a political campaign over whose election the Director or subordinate staff member has jurisdiction. Neither the Director nor subordinate staff may make a contribution to a candidate or knowingly attend a fundraiser held for the benefit of a candidate over whose election the Director or subordinate staff member has jurisdiction. Nothing in this prohibition shall prevent the Director or subordinate staff from voting in a party's primary election or in any other election.

TIME INVOLVED

The election profession is highly seasonal and the Department functions as a single team. While the normal work schedule is 37.5 hours per week, during peak election times, a far larger number of hours per week may be required to perform necessary tasks. For approximately 4-weeks prior and one week after each election, this position may require working far more hours per week, depending on workload of the Department and type of election being conducted. Every election day itself is a minimum of 16-hours long. The Department conducts at least 3 large countywide elections in even numbered years and one large set of municipal elections in odd numbered years. Special elections can occur at any time and are held frequently. This additional work time is not optional but mandatory when it involves tasks that have deadlines that the department must meet,

which are often set by law. There is no provision to delay an election because the Department needs additional time to prepare. This may include working late into the evenings during the week and weekend during peak election times as necessary to meet Department deadlines. Due to circumstances that arise, very little advance notice may be given in some cases. Work on holidays may even be required.

ESSENTIAL TASKS

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

- Performs programming, database coding, testing, preparation, preventative maintenance, security, and inventory control of electronic voting machines and all other Department equipment.
- Prepares and maintains accurate geographic data for voter registration to ensure correct voting combination assignment.
- Prepares and maintains the Department's website; uploading files, creating queries, and posting content as necessary.
- Prepares, assembles and coordinates distribution of voting materials; setting up Direct Record Electronic voting machines; programming election computer program; collecting and counting ballots; reporting ballot totals to appropriate authorities.
- Writes, tests, and certifies ballot generation and tabulation program and procedures; oversees and assists with programming electronic voting equipment for each election.
- Prepares, updates, and maintains the Department's computers for use in all elections.
- Creates, updates, and performs poll worker training both on voting machines, and general election duties in preparation for Elections.
- Performs GIS mapping projects and analysis as required for the Board of Voter Registration & Elections.
- Creates and maintains the Department's street district file, converting graphical map data into a database of street file ranges for importing to the Department's voter registration system to automatically assign voters to their correct voting districts and precinct.
- Verifies that all valid ballot styles for each precinct are included in every ballot database.
- Assembles technical data on many different forms or in special formats for use and analysis by the Board and other agencies.
- Loads voting machines on trucks and trailers for transport to precincts, unloads voting machines when they are returned to the storage facility.
- Operates truck and trailer to deliver and pickup voting machines and other related equipment to and from voting locations.
- Serves as a training instructor and conducts poll manager training classes and seminars explaining proper election procedures, rules, and regulations in addition to proper use of election equipment. Verifies poll managers are prepared to perform their election responsibilities.
- Maintains a variety of logs, records and files related to work assignments.

- Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate personnel; takes messages as needed; greets and assists Department visitors.
- Receives and processes voter registration applications; tracks and processes registrations that come through motor voter agencies and online registration system.
- Prepares and mails voter registration cards.
- Receives and processes precinct, name and party changes.
- Processes deceased voters weekly.
- Researches and handles situations where voters are registered twice under the same social security number.
- Maintains and secures voter registration lists and related records; scans voter records for electronic retention.
- Assists in processing absentee ballots.
- Files candidate applications; explains candidacy rules and regulations.
- Assists in conducting county, state and federal elections, which includes preparing, assembling and distributing voting materials.
- Processes audit trails from the S.C. Elections Commission.
- Prepares, types, copies, files, distributes and/or transmits various documents, including letters of correspondence, reports, notices, etc.
- Receives and responds to public inquiries, requests for assistance and complaints regarding areas of responsibility.
- Performs general clerical work as required, including but not limited to entering and retrieving computer data, copying and filing documents, answering the telephone, processing daily mail, etc.
- Attends conferences, meetings, training, and workshops as required to enhance job knowledge and skills, some involving extended long distance travel to various parts of the state.
- Participates in State Election Commission and SC Association of Registration & Election Officials committees and panels as required by the Director.

ADDITIONAL JOB FUNCTIONS:

The Director may assign additional tasks related to the type of work of the class as necessary. All staff members of the Department must be cross trained to perform other responsibilities within the Department.

INVOLVEMENT WITH DATA, PEOPLE, AND THINGS

The successful candidate would need to be polite and well mannered, great with technology (computer literate), and have the physical strength to load, carry, maneuver, and assist with the preparation of our approximate 300 voting machines (each weighing approximately 60 pounds), 97 laptop computers, and other election equipment. Each piece of equipment must be touched multiple times both during preparation for the election and when the machines come back. This individual would also have to be

able to work in a fast paced office environment, handle complex multi-step technical tasks, GIS analysis, process applications, provide quality and courteous customer service to our voters, and follow instructions well.

DATA INVOLVEMENT:

Requires gathering, organizing, analyzing, examining or evaluating data or information and may prescribe action based on such data or information.

PEOPLE INVOLVEMENT:

Requires giving information, guidance or assistance to people to directly facilitate task accomplishment; may give directions or assignments to helpers or assistants.

INVOLVEMENT WITH THINGS:

Requires leading, operating or repairing complex machinery or equipment that requires extended training and experience, such as voting machines, computers, and the application of custom or commercial mapping, drafting or other complex software or systems; proprietary and complex election tabulation and auditing software; and will also involve installation and testing.

COGNITIVE REQUIREMENTS

REASONING REQUIREMENTS:

Requires performing skilled work involving rules/systems with almost constant problem-solving. Requires understanding of complex technical procedures and ability to troubleshoot for issues. Requires the ability to read, understand, implement election laws and procedures.

MATHEMATICAL REQUIREMENTS:

Requires using mathematics involving the practical application of fractions, percentages, ratios and proportions; or measurements, logarithmic or geometric construction. May use algebraic solutions of equations and inequalities; descriptive statistics; deductive geometry, plane and solid, and rectangular coordinates; mathematical classifications or schemes.

LANGUAGE REQUIREMENTS:

Requires excellent communication skills, both oral and written. Requires reading technical instructions, procedures, manuals and charts to solve practical problems; composing routine reports and specialized reports, forms and business letters with proper format; speaking compound sentences using normal grammar and word form.

MENTAL REQUIREMENTS:

Requires doing specialized technical or entry-level professional work requiring general understanding of operating policies and procedures and their application to problems not previously encountered; application of specialized technical or professional principles and

practices or the use of a wide range of administrative methods in the solution of problems; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure. Employee must possess the ability to make sound judgments to apply associated laws, guidelines, practices, and procedures. This includes reading codes, statutes, ordinances, and procedures to determine proper course of action.

VOCATIONAL/EDUCATIONAL AND EXPERIENCE PREPARATION

VOCATIONAL/EDUCATIONAL PREPARATION:

Requires an Associate's degree, vocational technical degree, or specialized training that is equivalent to satisfactory completion of two years of college education with emphasis Political Science, Public Administration, GIS Mapping, Criminal Justice, Pre-Law or a closely related field. High School Diploma with recent work experience directly related to conducting vote tabulation, GIS analysis, election audits, and other tasks directly related to the job responsibilities of this position in South Carolina may be substituted in place of an Associate's Degree.

SPECIAL CERTIFICATIONS AND LICENSES:

Must complete the SC State Election Commission "Voter Registration and Election Commission Training and Certification Program" and achieve certification within 18-months from date of hire. Includes reading codes, statutes, ordinances, and procedures to determine proper course of action. Must maintain certification annually thereafter.

EXPERIENCE REQUIREMENTS:

One year of work experience directly related to the job responsibilities of this position is preferred.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

PHYSICAL AND DEXTERITY REQUIREMENTS:

Requires heavy work involving constantly loading and unloading voting machines that are 60 pounds each. The voting machines are loaded on a dolly 8 high (480 pounds). This would require more than 30 pounds of force to move due to the weight. Tasks would include standing or walking for some of the time, basic keyboard operations, and updating computer software. Other tasks would include unloading machines as they are being returned election night, pushing/pulling equipment of 480 pounds or more on the cart, reaching above your head and lifting voting machines and carrying them from one end of the room to the other for preparation to be put in the voting booths. Also requires loading and unloading equipment on off trailers for delivery and pickup from polling locations. Tasks would also include some light physical work such as: crouching, kneeling and crawling. The more moderate work load would include lifting, pulling or pushing of up to 60 pounds. Must be able to operate a manual forklift and handcart.

ENVIRONMENTAL HAZARDS:

The job risks exposure to no known environmental hazards.

SENSORY REQUIREMENTS:

The job requires normal visual acuity and field of vision, hearing and speaking abilities, and color perception.

JUDGMENTS AND DECISIONS

JUDGMENTS AND DECISIONS:

Responsible for guiding others, requiring frequent decisions affecting co-workers and others who depend on the service or product; works in a somewhat fluid environment with rules and procedures but with many variations from the routine. Employee must possess the ability to make sound judgments to apply associated laws, guidelines, practices, and procedures. This includes reading codes, statutes, ordinances, and procedures to determine proper course of action.

ADA COMPLIANCE

Florence County is an Equal Opportunity Employer. ADA requires the County to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

PERFORMANCE INDICATORS

Knowledge of Job: Has knowledge of the methods, procedures and policies of the Board and the State Election Commission as they pertain to the performance of duties of the Election Analyst. Has the ability to comprehend, interpret and apply regulations, procedures and related information. Has knowledge of modern office practices and equipment. Is able to type accurately at a rate sufficient for the successful performance of assigned duties. Knows how to operate and maintain a variety of office equipment as necessary in the performance of daily activities. Has knowledge of proper English usage, vocabulary, punctuation and spelling; has knowledge of basic mathematics. Is able to prepare routine records, reports and correspondence with accuracy and in a timely manner. Is able to read and interpret various materials pertaining to the responsibilities of the job. Is able to use independent judgment in performing routine tasks. Is able to offer assistance to fellow employees as necessary. Has the ability to learn and utilize new skills and information to improve job performance and efficiency. Knows how to perform duties in a courteous manner and with the utmost integrity in the best interest of the public. Is capable of working under stressful conditions as required. Knows how to react calmly and quickly in emergency situations.

FLORENCE COUNTY COUNCIL MEETING

October 15, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Finance/Facilities
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award the Base Bid for Bid No. 07-15/16, Switchboard Replacement for the Complex In The Amount Of $653,728.00 To L & L Contractor Of Andrews, SC, SC From The Capital Project Sales Tax II Funds. (*2 Compliant Bids Received).*

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, August 25, 2015. A mandatory pre-bid was held on Thursday, September 10, 2015. The bid opening was held on Thursday, October 1, 2015.
2) Two (2) bids were received; Two (2) bids were compliant. L & L Contractor was the lowest responsible, responsive bidder.
3) Tripp Player of GWA, Inc. Electrical Engineers recommends awarding the low bidder.
4) The bid expires January 1, 2016.

FUNDING FACTORS:

$653,728.00 = Total amount funded from Capital Project Sales Tax II under line item 320-411-419-000-8600.

OPTIONS:

1) Award Bid No. 07-15/16 *(Recommended).*
2) Decline Award.

ATTACHMENTS:

1) Bid Recommendation Letter from Tripp Player dated October 2, 2015.
2) Bid Tabulation Sheet.

Memorandum

168 Laurelhurst Avenue
Columbia, SC 29210-3824
gwa@gwainc.net
803-252-6919 • 803-799-5494 (fax)

DATE: October 2, 2015

TO: Patrick Fletcher

FROM: Tripp Player, PE

RE: Replacement of Switchboard at the County Complex (GWA: 13-2799)

SUBJ: Contractor Recommendation

The following is the bid tabulation for the Replacement of the Switchboard at the County Complex:

Description	**L & L Contractors, Inc.** 510 West Main Street Andrews, SC 29510 Office: 843-264-2450 Cell: 478-494-5565 Email: dhigbe@llcontractors.com	**Burriss Electrical, Inc.** 1251 North Lake Drive Lexington, SC 29072 Office: 803-957-3350 Cell: 803-609-5970 Email: tommyburriss@windstream.net
Proper Bid Form	YES	YES
Base Bid	653,728	1,087,000
Alternate Bid	720,209	841,000
Total	1,373,973	1,928,000

Our opinion of probable cost for the project was $1,526,910. L&L Contractors is within ten percent and $152,937 below our estimate. While GWA, Inc. has no direct experience with L&L Contractors we can offer no reason to exclude their bid. This is not an extremely complicated technical project. Electrical contractors routinely work with 480-volt switchboards and busways systems and we would expect L&L Contractors to be capable of performing the work. While not technically complicated, the busway replacement in the alternate bid is complicated on an administrative level. Since the building is occupied and expects to continue normal day-to-day operations, the Contractor will be expected to closely supervise the project and meet expected deadlines and commitments. There is no reason why

the alternate could not be done at a later date. The base bid accomplishes Florence County's original concern; that is, removing the main switchboard from the floodplain in the basement.

We have no reason not to recommend that you award L&L Contractors the contract for this project.

Please call with any questions.

Thanks.

Florence County, SC
Switchboard Replacement for the Complex (Bid No. 07-15/16)

Bid Opening: 10/1/2015 @ 11:00 a.m.

Company	B/B (Y/N)	Addendum 1	Primary Bid	Alternate 1	Bid Total w/Alternate
L & L Contractor - Andrews, SC	Yes	Yes	$653,728	$ 720,209.00	$ 1,373,937.00
Burriss Electrical, Inc. - Lexington, SC	Yes	Yes	$1,087,000	$ 841,000.00	$ 1,928,000.00

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition To The Agenda
October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Johnsonville Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Pierce Manufacturing Co., Inc. For The Purchase Of Two (2) Pierce Saber Pumpers And 2 Freightliner 2 Door Tankers With The Necessary Equipment For The Total Cost Of $1,600,000.00 (Including $1,200 Vehicle Tax) As Funded By Bond Funds.

POINTS TO CONSIDER:
1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment.
3) Spartan Fire and Emergency Apparatus is An Authorized Dealer of Pierce Manufacturing Co.
4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
5) Letter of Recommendation from Samuel Brockington.

FUNDING FACTORS:
$1,600,000.00 = Total Funds for the Johnsonville Fire District from bond funds under line item 330-451-428-500-9100.

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

ATTACHMENTS:
1) HGAC Legal Authority Statement.
2) HGAC Contract with Pierce Manufacturing Co.
3) Pierce Authorized Dealer Listing.
4) HGAC Price Worksheet and Quote from Spartan.
5) Letter of Recommendation dated October 7, 2015 from Sam Brockington, Fire-Rescue Coordinator.

Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
  (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PIERCE MANUFACTURING, INC.
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing, Inc.,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the **"Contract"**), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-13,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-13,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR.**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC.**

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: Dec 30, 2013

Signed for **Pierce Manufacturing, Inc.** Appleton, Wisconsin: _____

Printed Name & Title: Michael E. Peck VP Finance

Date: 12/19 2013

Attest for **Pierce Manufacturing, Inc.** Appleton, Wisconsin: Mandy R. Vowell

Printed Name & Title: Mandy R. Vowell Executive Assistant

Date: 12/19 2013

Pierce Dealership Contacts – FS12-13

Organization	Principal	Telephone	Fax	Mailing Address	Email Address
ATLANTIC EMERGENCY SOLUTIONS INC	JOE PACK	(703) 3939911	(703) 3938244	12351 RANDOLPH RIDGE LANE, MANASSAS VA 20109	jpack@piercemfg.com
CHURCHVILLE FIRE EQUIPMENT CORP	STEVE GULVIN	(585)2931688	(585)2931833	340 SANFORD RD S, CHURCHVILLE NY 14428-9548	stevegulvin@churchvillefire.com
CLAREY'S SAFETY EQUIPMENT INC	JAY CLAREY	(507)2896749*	(507)2895213	3555 9TH ST NW, PO BOX 5827, ROCHESTER MN 55903-5827	jayclarey@clareys.com
CONRAD FIRE EQUIPMENT INC	PAUL SCHULTZ/DENNIS MEYERS	(913)7805521	(913)7805251	887 N JAN-MAR COURT, OLATHE KS 66061	dmeyers@conradfire.com, pauls@conradfire.com
DARCH FIRE INC	SUSAN MILLER/JOHN DARCH	(800)2542049	(519)6227705	402 HARMONY ROAD UNIT 9, AYR ON N0B1E0	susan@darchfire.com, john@darchfire.com
EMERGENCY EQUIPMENT PROFESSIONALS	JEFF KUNTZ	(662)2804729	(662)3427251	PO Box 1739, SOUTHHAVEN MS 38671	jkuntz@eeproinc.com
EMERGENCY VEHICLE SPECIALISTY MID-SOUTH	ROBERT WHARTON, JR	(501) 3273200	(501)3273208	PO BOX 257, MEMPHIS TN 38106	jcollums@evsmid-south.com
FINLEY FIRE EQUIPMENT CO INC	JOHN W FINLEY	(740)9624328*	(740)9625422	20 SOUTH 5TH STREET, P.O. BOX 149, MCCONNELSVILLE OH 43756-0149	
FIRE & SAFETY CONSULTING	KENNETH R. MATTISON JR.	(920)8868153	(920)8868154	1907 AMERICAN DRIVE, NEENAH WI 54956-1236	
FIRE & SAFETY SERVICES LTD	DAVE RUSSELL	(800)4008017	(908)4120513	200 RYAN STREET, SOUTH PLAINFIELD NJ 07080	drussell@f-ss.com
FIRE APPARATUS & EQUIPMENT INC	SCOTT NILES/LESLIE NILES	(920)6674747*	(920)6674211	P.O. BOX 297, APPLETON WI 54912-0297	sjniles@hotmail.com, lniles@new.rr.com
FIREMATIC	MIKE K HANRATTY/PETER C HANRATTY	(631)9243181*	(631)9245202	PO BOX 187, YAPHANK NY 11980-0187	phanratty@firematic.com
FRONT RANGE FIRE APPARATUS LTD	DUANE DOUCETTE	(303)4499911*	(303)4491203	7600 MILLER COURT, LONGMONT CO 80504	duaned@frontrangefire.com
GLICK FIRE EQUIPMENT CO INC	DOUG GLICK	(717)2994120*	(717)2994324	PO BOX 69, SMOKETOWN PA 17576-0069	doug@glickfire.com
GLOBAL EMERGENCY PRODUCTS	MIKE MIKOOLA, JR./TOM KEISER	(630)8984995	(630)9781155	1401 N FARNSWORTH AVE, AURORA IL 60505-1611	mmikoola@temco1.com, tkeiser@temco1.com

Pierce Dealership Contacts – FS12-13

GOLDEN STATE FIRE APPARATUS INC	BILL WRIGHT/RYAN WRIGHT/DARON WRIGHT	(209)5220422	(209)5220464	1237 DOKER DRIVE, MODESTO CA 95351	bill@goldenstatefire.com, ryan@GoldenStateFire.com, daron@goldenstatefire.com
GUY MIYASHIRO AND CO INC (DIRECT)	GUY MIYASHIRO	(808)6780287*	(808)6760592	94-340 UKEE ST #7, WAIPAHU HI 96797	guym@hawaii.rr.com
HALT FIRE INC	TODD LINCOLN	(248)6690800*	(248)6698120	50168 WEST PONTIAC TRAIL, UNIT 5, WIXOM MI 48393	tlincoln@haltfire.net
HUGHES FIRE EQUIPMENT INC	REX HUGHES	(541)7470072	(541)7470073	910 SHELLEY ST, SPRINGFIELD OR 97477	rhughes@hughesfire.com
MICMAC FIRE & SAFETY LTD.	NICK WEATHERSTON	(902)4686060	(902)4689090	121 ILSLEY AVE UNIT K, DARTMOUTH NS B3B 1S4	nick@micmacfs.com
MINUTEMAN FIRE AND RESCUE APPARATUS	JEFF FOURNIER	(508)6683112*	(508)2166368	2181 PROVIDENCE HIGHWAY, WALPOLE MA 02081	jfournier@minutemantrucks.com
NORTH STAR FIRE APPARATUS	BRAD WHITE	(920)4504094	N/A	14607 FELTON CT. SUITE 109	bwhite@northstarfireapparatus.com
RELIANT FIRE APPARATUS INC	SCOTT KRUEGER	(262)3774944	(262)3775344	W63 N543 HANOVER AVENUE, PO BOX 688, CEDARBURG WI 53012	scottk@reliantfire.com
ROSS EQUIPMENT COMPANY INC	MERRILL ROSS	(801)5662437*	(801)5650671	7285 SOUTH 700 W, PO BOX 399, MIDVALE UT 84047-0399	merrillr@rossequip.com
SCHUHMACHER FIRE EQUIPMENT LLC	JOHN SCHUHMACHER	(636)2393867*	(636)2397830	308 E 8TH ST, PO BOX 342, WASHINGTON MO 63090	sfe342@sbcglobal.net
SIDDONS-MARTIN EMERGENCY GROUP INC	Leon Martin, Jr./Pat Siddons	(281)4426806*	(281)4420850	14233 INTERDRIVE WEST, HOUSTON TX 77032	jrmartin@martinapparatus.com
SOUTH COAST FIRE EQUIP INC	KEVIN NEWELL	(909)6739900*	(909)6739700	2020 S BAKER AVE, ONTARIO CA 91761	kevin@southcoastfire.net
SPARTAN FIRE & EMERGENCY APPARATUS	ROBERT E FORE IV	(864)5822376*	(864)5822377	319 SOUTHPORT ROAD, ROEBUCK SC 29376	
TEN-8 FIRE EQUIPMENT INC	DON BOUWER/DANN BOUWER/MARK JONES/ROBERT BOGGUS	(941)7567779*	(941)7562598	2904 59TH AVE DR E, BRADENTON FL 34203-5312	donbouwer@ten8fire.com, dannbouwer@ten8fire.com, mcjones@defense.oshkoshcorp.com, rfboggus@yahoo.com

Pierce Dealership Contacts – FS12-13

THIBAULT & ASSOCIATES*	JEAN THIBAULT	(819)4742111	(819)4747494	2250 ANDRE C. HAMEL, DRUMMONDVILLE QC J2C 8B1	thibault@thibaultassociates.com
TRIAD FIRE INC	DICK HASTINGS/GERALD SAPP	(336)9962771*	(336)9960649	330 PINEVIEW DR, PO BOX 588, KERNERSVILLE NC 27285	dickhastings@triadfire.com, gwsapp@triadfire.com
TYLER FIRE EQUIPMENT	WAYNE TYLER	(607)7341081*	(607)7341951	703 ERIE ST, PO BOX 4037, ELMIRA NY 14904	wtyler@tylerfire.com
WFR WHOLESALE FIRE & RESCUE LTD	BILL ALLEN/HIBA HODGES	(403)2790400	(888)2791966	8030, 11500 - 35TH STREET S.E., CALGARY AB T2Z 3W4	billa@wfrfire.com

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-13	Date Prepared:	9/5/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Florence County, South Carolina (Johnsonville Station)	Contractor:	Pierce - Spartan Fire & Emergency Apparatus
Contact Person:	Patrick Fletcher, CPPB	Prepared By:	Alan Axson
Phone:	843-665-3019	Phone:	864-680-4728
Fax:	843-664-9668	Fax:	864-582-2377
Email:	pfletcher@florenceco.org	Email:	aaxson@spartanfire.com

Product Code:	UC05	Description:	Pierce Saber Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 307,311.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 223,423.00
		Subtotal B:	$ 223,423.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 18,466.00
		Subtotal C:	$ 18,466.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	549200	=	Subtotal D:	$1,098,400.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$ 1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
South Carolina Sales Tax	$600.00		
		Subtotal F:	$600.00

Delivery Date:	9.0 -10.0 months after P.O.	G. Total Purchase Price (D+E+F):	$1,100,000.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-13	Date Prepared:	9/5/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Florence County, South Carolina (Johnsonville Station)	Contractor:	Pierce - Spartan Fire & Emergency Apparatus
Contact Person:	Patrick Fletcher, CPPB	Prepared By:	Alan Axson
Phone:	843-665-3019	Phone:	864-680-4728
Fax:	843-664-9668	Fax:	864-582-2377
Email:	pfletcher@florenceco.org	Email:	aaxson@spartanfire.com

Product Code:	UE01	Description:	Freightliner 2 Door Tanker

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 202,401.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 41,923.00
		Subtotal B:	$ 41,923.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 4,876.00
		Subtotal C:	$ 4,876.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	249200	=	Subtotal D:	$ 498,400.00

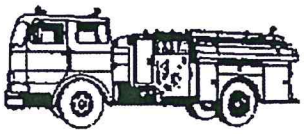
E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$ 1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
South Carolina Sales Tax	$600.00		
		Subtotal F:	$600.00

Delivery Date:	9.0-10.0 months after P.O.	**G. Total Purchase Price (D+E+F):**	$ 500,000.00

Spartan Fire and Emergency Apparatus



QUOTATION [X]

ESTIMATE [ ]

319 Southport Road • Roebuck, S.C. 29376
Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Florence County, S.C.
Florence County Complex
180 N. Irby Street
Florence, S.C. 29501

(Johnsonville Fire Department)

Date of Proposal: October 5, 2015
F.O.B.: Johnsonville, S.C.
Estimated Delivery: 9 -10 Months
Payment Terms: Net Due @ Delivery
Salesman: Alan Axson

Item	Qty.	Description	Price	Amount
1	2	**2016 Pierce Custom Saber FR Pumper,**		
		Cummins ISL 450HP Diesel Engine,		
		Allison EVS 3000 5 Speed Transmission,		
		Waterous 1500 GPM Pump, UPF 1000 Gallon "Poly"		
		Booster Tank, Hydraulic Ladder Rack, Built to NFPA		
		1901/2009 Edition And Department Specifications		
		Includes 5 Year Annual Service Agreement and Loose		
		Equipment Per Department Specifications	$549,750.00	$1,099,500.00
2	2	**2016 Pierce Freightliner 2 Door Tanker,**		
		ISL 350 HP Diesel Engine, Allison EVS 3000 5 Speed		
		Transmission, Waterous 1000 GPM Pump,		
		UPF 2000 Gallon "Poly" 10" Newton Dump w/Rack		
		Built to NFPA 1901/2009 Edition And Department		
		Specifications		
		Includes 5 Year Annual Service Agreement and Loose		
		Equipment Per Department Specifications	$249,650.00	$499,300.00
3	4	**South Carolina Sales Tax**	$300.00	$1,200.00
		****** If the county wishes to exercise a 100 % Pre-Payment***		
		option, there will be a credit of (-$45,000.00) from the		
		total Quotation which includes a Performance Bond ***		

TOTAL COST $1,600,000.00

Florence County
South Carolina

October 7, 2015

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our conversation, I have reviewed the proposal for the Johnsonville Department and find the proposal to meet the intent of the new fire protection bond for fire apparatus and I further recommend they used the HGAC purchasing program. The specifications for the pumpers and tankers are appropriate for their needs and the cost is reasonable based on industry standards. Furthermore, I have reviewed this project with Chief Kerry Tanner and it is his recommendation to award the bid to Pierce Fire Apparatus using the HGAC purchasing program.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

City-County Complex, 180 North Irby Street MSC-G Florence SC 29501 Tel: 843.292.1604 Fax:: 843.665.3042

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition To The Agenda
October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Olanta Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Pierce Manufacturing Co., Inc. For The Purchase Of One (1) Pierce 65' Impel Sky Boom Pumper With The Necessary Equipment For The Total Cost Of $649,820 (Including $300 Vehicle Tax) As Funded By Bond Funds.

POINTS TO CONSIDER:
1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment.
3) Spartan Fire and Emergency Apparatus is An Authorized Dealer of Pierce Manufacturing Co.
4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
5) Letter of Recommendation from Samuel Brockington.

FUNDING FACTORS:
$649,820 = Total Funds for the Olanta Fire Department from bond funds under line item 330-451-428-330-9100.

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

ATTACHMENTS:
1) HGAC Legal Authority Statement.
2) HGAC Contract with Pierce Manufacturing Co.
3) Pierce Authorized Dealer Listing.
4) HGAC Price Worksheet.
5) Letter of Recommendation dated October 7, 2015 from Sam Brockington, Fire-Rescue Coordinator.

Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
  (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PIERCE MANUFACTURING, INC.
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing, Inc.,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the **"Contract"**), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas. The CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-13,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-13,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR.**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: Dec 30, 2013

Signed for **Pierce Manufacturing, Inc.** Appleton, Wisconsin: _____

Printed Name & Title: Michael E. Pack VP Finance

Date: 12/19 2013

Attest for **Pierce Manufacturing, Inc.** Appleton, Wisconsin: Mandy R. Vowell

Printed Name & Title: Mandy R. Vowell Executive Assistant

Date: 12/19 2013

Pierce Dealership Contacts – FS12-13

Organization	Principal	Telephone	Fax	Mailing Address	Email Address
ATLANTIC EMERGENCY SOLUTIONS INC	JOE PACK	(703) 3939911	(703) 3938244	12351 RANDOLPH RIDGE LANE, MANASSAS VA 20109	jpack@piercemfg.com
CHURCHVILLE FIRE EQUIPMENT CORP	STEVE GULVIN	(585)2931688	(585)2931833	340 SANFORD RD S, CHURCHVILLE NY 14428-9548	stevegulvin@churchvillefire.com
CLAREY'S SAFETY EQUIPMENT INC	JAY CLAREY	(507)2896749*	(507)2895213	3555 9TH ST NW, PO BOX 5827, ROCHESTER MN 55903-5827	jayclarey@clareys.com
CONRAD FIRE EQUIPMENT INC	PAUL SCHULTZ/DENNIS MEYERS	(913)7805521	(913)7805251	887 N JAN-MAR COURT, OLATHE KS 66061	dmeyers@conradfire.com, pauls@conradfire.com
DARCH FIRE INC	SUSAN MILLER/JOHN DARCH	(800)2542049	(519)6227705	402 HARMONY ROAD UNIT 9, AYR ON N0B1E0	susan@darchfire.com, john@darchfire.com
EMERGENCY EQUIPMENT PROFESSIONALS	JEFF KUNTZ	(662)2804729	(662)3427251	PO Box 1739, SOUTHHAVEN MS 38671	jkuntz@eeproinc.com
EMERGENCY VEHICLE SPECIALISTY MID-SOUTH	ROBERT WHARTON, JR	(501) 3273200	(501)3273208	PO BOX 257, MEMPHIS TN 38106	jcollums@evsmid-south.com
FINLEY FIRE EQUIPMENT CO INC	JOHN W FINLEY	(740)9624328*	(740)9625422	20 SOUTH 5TH STREET, P.O. BOX 149, MCCONNELSVILLE OH 43756-0149	
FIRE & SAFETY CONSULTING	KENNETH R. MATTISON JR.	(920)8868153	(920)8868154	1907 AMERICAN DRIVE, NEENAH WI 54956-1236	
FIRE & SAFETY SERVICES LTD	DAVE RUSSELL	(800)4008017	(908)4120513	200 RYAN STREET, SOUTH PLAINFIELD NJ 07080	drussell@f-ss.com
FIRE APPARATUS & EQUIPMENT INC	SCOTT NILES/LESLIE NILES	(920)6674747*	(920)6674211	P.O. BOX 297, APPLETON WI 54912-0297	sjniles@hotmail.com, lniles@new.rr.com
FIREMATIC	MIKE K HANRATTY/PETER C HANRATTY	(631)9243181*	(631)9245202	PO BOX 187, YAPHANK NY 11980-0187	phanratty@firematic.com
FRONT RANGE FIRE APPARATUS LTD	DUANE DOUCETTE	(303)4499911*	(303)4491203	7600 MILLER COURT, LONGMONT CO 80504	duaned@frontrangefire.com
GLICK FIRE EQUIPMENT CO INC	DOUG GLICK	(717)2994120*	(717)2994324	PO BOX 69, SMOKETOWN PA 17576-0069	doug@glickfire.com
GLOBAL EMERGENCY PRODUCTS	MIKE MIKOOLA, JR./TOM KEISER	(630)8984995	(630)9781155	1401 N FARNSWORTH AVE, AURORA IL 60505-1611	mmikoola@temco1.com, tkeiser@temco1.com

Pierce Dealership Contacts – FS12-13

GOLDEN STATE FIRE APPARATUS INC	BILL WRIGHT/RYAN WRIGHT/DARON WRIGHT	(209)5220422	(209)5220464	1237 DOKER DRIVE, MODESTO CA 95351	bill@goldenstatefire.com, ryan@GoldenStateFire.com, daron@goldenstatefire.com
GUY MIYASHIRO AND CO INC (DIRECT)	GUY MIYASHIRO	(808)6780287*	(808)6760592	94-340 UKEE ST #7, WAIPAHU HI 96797	guym@hawaii.rr.com
HALT FIRE INC	TODD LINCOLN	(248)6690800*	(248)6698120	50168 WEST PONTIAC TRAIL, UNIT 5, WIXOM MI 48393	tlincoln@haltfire.net
HUGHES FIRE EQUIPMENT INC	REX HUGHES	(541)7470072	(541)7470073	910 SHELLEY ST, SPRINGFIELD OR 97477	rhughes@hughesfire.com
MICMAC FIRE & SAFETY LTD.	NICK WEATHERSTON	(902)4686060	(902)4689090	121 ILSLEY AVE UNIT K, DARTMOUTH NS B3B 1S4	nick@micmacfs.com
MINUTEMAN FIRE AND RESCUE APPARATUS	JEFF FOURNIER	(508)6683112*	(508)2166368	2181 PROVIDENCE HIGHWAY, WALPOLE MA 02081	jfournier@minutemantrucks.com
NORTH STAR FIRE APPARATUS	BRAD WHITE	(920)4504094	N/A	14607 FELTON CT. SUITE 109	bwhite@northstarfireapparatus.com
RELIANT FIRE APPARATUS INC	SCOTT KRUEGER	(262)3774944	(262)3775344	W63 N543 HANOVER AVENUE, PO BOX 688, CEDARBURG WI 53012	scottk@reliantfire.com
ROSS EQUIPMENT COMPANY INC	MERRILL ROSS	(801)5662437*	(801)5650671	7285 SOUTH 700 W, PO BOX 399, MIDVALE UT 84047-0399	merrillr@rossequip.com
SCHUHMACHER FIRE EQUIPMENT LLC	JOHN SCHUHMACHER	(636)2393867*	(636)2397830	308 E 8TH ST, PO BOX 342, WASHINGTON MO 63090	sfe342@sbcglobal.net
SIDDONS-MARTIN EMERGENCY GROUP INC	Leon Martin, Jr./Pat Siddons	(281)4426806*	(281)4420850	14233 INTERDRIVE WEST, HOUSTON TX 77032	jrmartin@martinapparatus.com
SOUTH COAST FIRE EQUIP INC	KEVIN NEWELL	(909)6739900*	(909)6739700	2020 S BAKER AVE, ONTARIO CA 91761	kevin@southcoastfire.net
SPARTAN FIRE & EMERGENCY APPARATUS	ROBERT E FORE IV	(864)5822376*	(864)5822377	319 SOUTHPORT ROAD, ROEBUCK SC 29376	
TEN-8 FIRE EQUIPMENT INC	DON BOUWER/DANN BOUWER/MARK JONES/ROBERT BOGGUS	(941)7567779*	(941)7562598	2904 59TH AVE DR E, BRADENTON FL 34203-5312	donbouwer@ten8fire.com, dannbouwer@ten8fire.com, mcjones@defense.oshkoshcorp.com, rfboggus@yahoo.com

Pierce Dealership Contacts – FS12-13

THIBAULT & ASSOCIATES*	JEAN THIBAULT	(819)4742111	(819)4747494	2250 ANDRE C. HAMEL, DRUMMONDVILLE QC J2C 8B1	thibault@thibaultassociates.com
TRIAD FIRE INC	DICK HASTINGS/GERALD SAPP	(336)9962771*	(336)9960649	330 PINEVIEW DR, PO BOX 588, KERNERSVILLE NC 27285	dickhastings@triadfire.com, gwsapp@triadfire.com
TYLER FIRE EQUIPMENT	WAYNE TYLER	(607)7341081*	(607)7341951	703 ERIE ST, PO BOX 4037, ELMIRA NY 14904	wtyler@tylerfire.com
WFR WHOLESALE FIRE & RESCUE LTD	BILL ALLEN/HIBA HODGES	(403)2790400	(888)2791966	8030, 11500 - 35TH STREET S.E., CALGARY AB T2Z 3W4	billa@wfrfire.com

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-13	Date Prepared:	10/5/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Florence County, South Carolina (Olanta Station)	Contractor:	Pierce - Spartan Fire & Emergency Apparatus
Contact Person:	Patrick Fletcher, CPPB	Prepared By:	Alan Axson
Phone:	843-665-3019	Phone:	864-680-4728
Fax:	843-664-9668	Fax:	864-582-2377
Email:	pfletcher@florenceco.org	Email:	aaxson@spartanfire.com

Product Code:	UA01	Description:	Pierce Saber 75' HAL

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 628,300.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ -

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Credit to Change from 75' HAL to a 61' Sky Boom			
Change from Saber to Impel Sky-Boom		Subtotal From Additional Sheet(s):	$ 19,520.00
		Subtotal C:	$ 19,520.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	647820	=	Subtotal D:	$ 647,820.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$ 2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	$ -

Delivery Date:	10-11 months from PO	G. Total Purchase Price (D+E+F):	$ 649,820.00

Florence County South Carolina

October 7, 2015

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Olanta Fire Department from Pierce Fire Apparatus and find the proposal to meet the intent of the new fire apparatus and equipment bond and I further recommend they used the HGAC purchasing plan. The specifications for this fire truck are appropriate for their needs and the cost is reasonable based on industry standards. Furthermore, I have discussed this project with Chief Jimmy Coker and he recommends we purchase the pumper using the HGAC purchasing plan.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

City-County Complex, 180 North Irby Street MSC-G Florence SC 29501 Tel: 843.292.1604 Fax::843.665.3042

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition To The Agenda
October 15, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Windy Hill Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Kovath Mobile Equipment Corp. (KME) For The Purchase Of Three (3) Custom 4-Door Aluminum Cab Pumper With The Necessary Equipment For The Total Cost Of $1,551,072 (Including $900 Vehicle Tax) As Funded By Bond Fund ($1,034,048) and CPST II Fund ($517,024).

POINTS TO CONSIDER:
1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment.
3) Kovath Mobile Equipment Corp. (KME) is The Contractor under HGAC Fire Apparatus Contract No. FS12-13.
4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
5) Letter of Recommendation from Samuel Brockington.

FUNDING FACTORS:
$1,034,048 = From bond funds under line item 330-451-428-120-9100.
$517,024 = From CPSTII funds under line item 332-421-428-140-8600-5003.

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

ATTACHMENTS:
1) HGAC Legal Authority Statement.
2) HGAC Contract with Kovath Mobile Equipment Corp. (KME).
3) HGAC Price Worksheet.
4) Letter of Recommendation dated October 7, 2015 from Sam Brockington, Fire-Rescue Coordinator.

Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
  (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:
The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: Kovatch Mobile Equipment Corp. T/A KME Fire Apparatus **CONTRACT #: FS12-13**

Section I

Purchase Order Address:

Contact Name: Kovatch Mobile Equipment Corp.

Address: One Industrial Complex

Nesquehoning PA 18240
City State Zip Code

Telephone No. 800-235-3928

Email Address: pgerace@kovatch.com

Fax No. 570-669-5124

Invoice Address:

Contact Name: Kovatch Mobile Equipment Corp.

Address: One Industrial Complex

Nesquehoning PA 18240
City State Zip Code

Telephone No: 800-235-3928

Email Address: pgerace@kovatch.com

Fax No. 570-669-5124

Section II

CONTRACT INFORMATION:
Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

1. Printed Name of Signatory: John J. Kovatch III
   Corporate Title: President & CEO
   Tel. No. 800-235-3928
   Fax No. 570-669-5124
   Email Address: pgerace@kovatch.com

2. Printed Name of Signatory: Philip J. Gerace
   Corporate Title: Director of Sales and Marketing
   Tel. No. 570-669-5174
   Fax No. 570-669-5124
   Email Address: pgerace@kovatch.com

Section III

SALES CONTACT INFORMATION
Person who End Users will contact for product information and pricing quotes.

Contact Name: Philip J. Gerace Title: Director of Sales and Maketing

Address: One Industrial Complex Nesquehoning PA 18240
Street City State Zip Code

Telephone No:. 570-669-5174 Fax No.: 570-669-5124

Mobile #: 570-233-1452 (Optional) Email Address: pgerace@kovatch.com

Contract Return Information

Mailing Address
Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77227-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)
Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027

Revised 3/31/10

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
KOVATCH MOBILE EQUIPMENT CORP. T/A KME FIRE APPARATUS
Nesquehoning, Pennsylvania

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Kovatch Mobile Equipment Corp. T/A KME Fire Apparatus** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at One Industrial Complex, Nesquehoning, Pennsylvania 18240.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-13,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-13** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER. H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC.**

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR.** The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC.** In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: _____, 20___

Signed for **Kovatch Mobile Equipment Corp. T/A KME Fire Apparatus** Nesquehoning, Pennsylvania: Philip J. Gerace

Printed Name & Title: Philip J. Gerace, Director of Sales

Date: November 20, 2013

Attest for **Kovatch Mobile Equipment Corp. T/A KME Fire Apparatus** Nesquehoning, Pennsylvania: _____

Printed Name & Title: Richard T. Reaman, VP, CFO, Secretary/Treasurer

Date: Novembeer 20 20 13

Attachment A
Kovatch Mobile Equipment Corp. T/A KME Fire Apparatus
Fire Service Apparatus (All Types)
Contract No. FS12-13

O. KME		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
OA01	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 79' 500# Rear Mounted Telescoping Steel Ladder	$ 576,004.00
OA02	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 103', 4 Section, 500# Rear Mounted Telescoping Steel Ladder	$ 723,901.00
OA03	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 79' 750# Rear Mounted Telescoping Steel Ladder	$ 685,402.00
OA04	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 123' 500# Rear Mounted Telescoping Steel Ladder	$ 800,510.00
OA05	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 102' 1000# Rear Mounted Telescoping Ladder with Platform	$ 825,429.00
OA06	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' 1000# Mid-Mounted Telescoping Ladder with Platform	$ 871,154.00
OA07	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' 500# Tractor (Mid-Mount), Telescoping Steel Ladder	$ 878,299.00
OA08	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 55' Water Tower (FireStix)	$ 495,192.00
OA09	International 4400, 4-Door, Formed Aluminum Body, Single Axle, 55' Water Tower (FireStix)	$ 395,386.00
B. Wildland Fire Apparatus (Brush Fire)		
OB01	Ford F-550, 4 x 4, 2-Door, Skid Mounted Pumper Body	$ 133,569.00
OB02	Ford F-550, 4 x 4, 2-Door, Flatbed Style Skid Mounted Pumper	$ 114,999.00
OB03	Ford F-550, 4 x 4, 2-Door, Aluminum Minipumper Body, 300 gal. Tank, 1000 gpm Midship PTO Pump	$ 164,367.00
OB04	Intl 4300 4 x 4, 4-Door, Aluminum Minipumper Body, 500 gal. Tank, 1000 gpm Midship PTO Pump, 26,000lb GVWR	$ 200,756.00
OB05	International 7400, 4x4, 4-Door, Ridgerunner, Dual Pump, 500/20 Gals Water/Foam, NFPA 1901/1906	$ 311,508.00
OB06	International 7400, 4 x 4, 4-Door, OEM Interface Pumper, Formed Alum Body, Single Axle, 750 GPM, 500 Gallon Water	$ 260,496.00
C. Pumper Fire Apparatus		
OC01	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 1000 Gal Tank-Legacy Series Pumper	$ 184,574.00
OC02	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 1000 Gal Tank-Challenger Series Pumper	$ 191,259.00
OC03	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Flex Pumper	$ 195,396.00
OC04	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Flex Pumper	$ 282,222.00
OC05	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, 1250 GPM Pump, Rear-Mounted Pumper	$ 308,499.00
OC06	KME Custom, 4-Door, Full-Title, Aluminum Cab, Alum Body, Single Axle, 2000 GPM Pump, 1000 Gal Tank-Flex Pumper	$ 293,490.00
OC07	International 4400, 2-Door, Alum Body, Single Axle, 1250 GPM Pump, Rear-Mounted Pumper	$ 223,729.00
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
OD01	Ford F-550 4 x 2 Chassis, 2 Door, Light Duty Walk-Around Rescue	$ 115,360.00
OD02	Intl 4300, 4 x 2, 2-Door, Medium Duty Walk-Around Rescue	$ 150,829.00
OD03	International 4400, 4 x 2, 2-Door, Heavy Duty Walk-Around Rescue	$ 173,675.00
OD04	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Walk-Around Rescue	$ 265,273.00

OD05	International 4400, 2-Door, Air/Light Special Service Walk-Around Rescue	$ 196,414.00
OD06	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Combination Walk-in, Walk-Around Rescue	$ 303,123.00
OD07	International 4400 4x2, 2-Door, 10 person Crew Carrier	$ 201,563.00
E. Pumper/Tankers & Tankers		
OE01	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 1250 GPM Pump, Painted 1800 Gal Elliptical Tank-LE Series Tanker	$ 170,925.00
OE02	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 1250 GPM Pump, Painted 2500 Gal Elliptical Tank-LE Series Tanker	$ 189,037.00
OE03	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 500 GPM Pump, Painted 1800 Gal Wetside Tank-LE Series Tanker	$ 177,015.00
OE04	International 4400, 2-Door, Aluminum Body, Single Axle, 500 GPM Pump, 2,000 Gal Legacy Elliptical Tanker	$ 167,204.00
OE05	International 4400, 2-Door, Aluminum Body, Single Axle, 500 GPM Pump, 2,000 Gal Legacy Wetside Tanker	$ 177,393.00
OE06	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 500 GPM Pump, Painted 2500 Gal Wetside Tank-LE Series Tanker	$ 192,801.00
OE07	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 750 GPM Pump, 1800 Gal Eliminator T Tank	$ 204,586.00
OE08	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 750 GPM Pump, 3000 Gal Eliminator T Tank	$ 210,352.00
OE09	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 1250 GPM Pump, 1800 Gal T-Tank-Flex Pumper Tanker	$ 202,583.00
OE10	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 1250 GPM Pump, 2500 Gal T-Tank-Flex Pumper Tanker	$ 219,667.00
OE11	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Tandem Axle, 3,000 Gallon, Pumper-Tanker with 2,000gpm Pump	$ 328,070.00
F. Airport Rescue Fire-Fighting Vehicles		
OF01	Ford F550, 4 x 4, 4-Door, Class 1 RIV, 120 GAL AFFF Pre-mix	$ 231,576.00
OF02	Ford F550, 4 x 4, 4-Door, Class 2 RIV, 500 GPM Pump, 300/40 Gal Water/Foam Tank	$ 232,422.00
OF03	International 7400 4 x 4, 2-Door, Class 3 RIV, 500 GPM Pump, 500/75 Gal Water/Foam Tank	$ 350,053.00
OF04	KME Custom Class 4 ARFF, 4 x 4, 2000 GPM, 1500/200 Gal Water/Foam Tank	$ 650,727.00
OF05	KME Custom Class 5 ARFF, 6 x 6, 2000 GPM, 3000/400 Gal Water/Foam Tank	$ 682,029.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-13	Date Prepared:	10/7/2015

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

Buying Agency:	Windy Hill Fire Department	Contractor:	Kovatch Mobile Equipment Corp. (KME)
Contact Person:	John DeLung	Prepared By:	Phil Gerace
Phone:	843-601-3214	Phone:	570-669-5174
Fax:		Fax:	570-669-5124
Email:	jdelung@windyhillfire.com	Email:	pgerace@kovatch.com

Product Code:	OC06	Description:	KME Custom, 4 Door, Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 2000gpm Pump 1000 Gal Tank-Flex Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$ 293,490.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
KME-P001 Panther to Predator	$37,042	KME-P058 Kussmaul Auto	$404
KME-P035 ISL450Hp	$5,595	KME-P057 Firecomm System	$4,545
KME-P011 Treadplate on Rear Wall ($678 x 2)	$1,356	KME-P060 Antenna	$172
KME-P013 Electric Drivers Seat	$150	KME-P067 Brow Light	$1,165
KME-P014 Off Seat with SCBA	$473	KME-P064 Telescoping Lights ($2954 x 2)	$5,908
KME-P015 ULLH to Securall ($234 x 3)	$702	KME-P072 Scene Lights(2) ($854 x 3)	$2,562
KME-P016 Doghouse Storage	$856	KME-P130 Top Mount Panel	$3,615
KME-P019 Overhead AC	$1,196	KME-P085 Front Suction	$5,023
KME-P018 Aux Cab Lift	$432	KME-P084 Aux Suction	$792
KME-P022 20" Bumper Extension	$471	KME-P090 Hosebed Discharge	$1,490
KME-P024 Center Well	$514	KME-P103 Front Discharge	$2,165
KME-P031 Alum Wheels	$890	KME-P091 Deck Gun Discharge	$1,504
KME-P046 320 amp Alternator	$476	KME-P105 Booster Reel ($3634 x 2)	$7,268
KME-P043 Class 1 Eskey	$3,100	Subtotal From Additional Sheet(s):	$31,337
KME-P059 Kussmaul Air Comp	$649	Subtotal B:	$121,852

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Scotchlite & SS Interior Door Panels	$ 1,028	Compt LED Lights	$ 2,415
External Cab EMS Compt	$ 8,159	Credit to Hale QMAX XS 150	-1468
Mount Customer Camera, Charger, Knox	$ 679	Subtotal From Additional Sheet(s):	77067
12V Ports	$ 1,139	Subtotal C:	$ 89,019

		For this transaction the percentage is:	21%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	504361	=	Subtotal D:	1513083

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Peformance Bond		Prep, Delivery, Convenience Package	16185
Prepay Discount			
Inspection Trips	$19,804	Subtotal F:	35989

Delivery Date:	12/30/2016	G. Total Purchase Price (D+E+F):	$ 1,551,072.00

Florence County
South Carolina

October 7, 2015

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Windy Hill Fire Department from KME Fire Apparatus and find the proposal to meet the intent of the new fire apparatus and equipment bond and I further recommend they used the HGAC purchasing plan. The specifications for these fire trucks are appropriate for their needs and the cost is reasonable based on industry standards. Furthermore, I have discussed this project with Chief John DeLung and he recommends we purchase the pumpers using the HGAC purchasing plan.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

City-County Complex, 180 North Irby Street MSC-G Florence SC 29501 Tel: 843.292.1604 Fax::843.665.3042

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition To The Agenda
October 15, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Administration
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 11-15/16, 2015 CPST II Dirt Road Paving Project (Phase II) In The Amount Of $1,153,526.00 to C. R. Jackson, Inc. of Darlington, SC From The Capital Project Sales Tax II Funds And The District 5 Road System Maintenance Fund. ***(3 Compliant Bids Received).***

POINTS TO CONSIDER:
1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Wednesday, September 23, 2015. The bid opening was held on Thursday, October 08, 2015.
2) Three (3) bids were received; Three (3) bids were compliant. C. R. Jackson, Inc. of Darlington, SC was the lowest responsible, responsive bidder.
3) Mike Meetze, CPST II Program Manager of Davis & Floyd recommends awarding the low bidder.
4) The bid expires January 8, 2016.

FUNDING FACTORS:
1) $1,103,526.00 = Funded from Capital Project Sales Tax II funds.
2) $50,000.00 = Funded from previously approved District 5 Road System Maintenance funds.

OPTIONS:
1) Award Bid No. 11-15/16 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.
2) Bid Recommendation Memo from Mike Meetze, Program Manager, Davis & Floyd.

Florence County, SC
2015 CPST II Dirt Road Paving Project (Phase II)
Tabulation for Bid No. 11-15/16

Bid Opening: 10/8/2015 @ 3:00 p.m.

Company	BB (Y/N)	Bid Amount**
C. R. Jackson, Inc. - Darlington, SC	Yes	$1,153,526.00
Wade-Lott, Inc. - Conway, SC	Yes	$1,343,562.88
Lineberger Construction (LCI) - Lancaster, SC	Yes	$1,386,185.13

*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax

Memorandum – October 8, 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 (Phase II) District 4 and District 5 – Arthur Road

The 2015 CPST II Dirt Road Paving Project (Phase II) District 4 and District 5 – Arthur Road Contract was advertised for bids September 23 with a bid opening October 8.

The following roads were included in the contract:

District 4
CPST II Project No. 231: Willow Road
CPST II Project No. 232: Pygate Road
CPST II Project No. 238: Ed James Road

District 5
Arthur Road

I recommend for Council to Award Bid No. 11-15/16, 2015 CPST II Dirt Road Paving Project (Phase II) District 4 and District 5 – Arthur Road In The Amount Of $1,153,526.00, to CR Jackson, Inc. of PO Box 521, Darlington SC 29540 From The Capital Project Sales Tax II Funds and District 5 Road System Maintenance Funds.

The funds are to be allotted as follows:

District 4 CPST II Funds	
CPST II Project No. 231: Willow Road	$ 231,192.00
CPST II Project No. 232: Pygate Road	$ 598,240.00
CPST II Project No. 238: Ed James Road	$ 274,094.00
Total District 4 CPST II Funds	$1,103,526.00
District 5 Road System Maintenance Funds	
Arthur Road	$ 50,000.00