

VII. APPEARANCES:

A. 2015 CHRISTMAS CARD CONTEST WINNER

[23]

Council Will Announce And Recognize The Winner Of The 2015 Annual Christmas Card Contest.

B. RONALD J. JEBAILY, ESQ.

[24]

Mr. Jebaily Requests To Appear Before Council To Talk About Downtown Parking While The New Courthouse Is Under Construction.

C. SAUNDRA LIGON, HUMAN AFFAIRS COMMISSION

[26]

Ms. Ligon, Senior Community Relations Consultant with The State of South Carolina Human Affairs Commission Requests To Appear Before Council To Make A Presentation For The Purpose Of Establishing A Community Relations Council Sponsored By The SC Human Affairs Commission.

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

January 17, 2013 City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF APPRECIATION AND RECOGNITION [28]

A Resolution Of Appreciation And Recognition For David Hobbs For His Meritorious Service.

B. RESOLUTION NO. 07-2015/16 [30]

A Resolution To Approve And Authorize The Florence County Administrator To Execute A Memorandum Of Agreement With The Town Of Quinby For Municipal Separate Storm Sewer System (MS4) Services And Other Matters Related Thereto.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 07-2015/16 [33]

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.

2. ORDINANCE NO. 08-2015/16 [60]

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.

3. ORDINANCE NO. 09-2015/16 [155]

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.

4. **ORDINANCE NO. 12-2015/16** [172]
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)

5. **ORDINANCE NO. 13-2015/16** [180]
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*)

B. SECOND READING

1. **ORDINANCE NO. 38-2014/15** (*Deferral*) [214]
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. 14-2015/16** [217]
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)

3. ORDINANCE NO. 15-2015/16 [227]

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)

C. INTRODUCTION

1. ORDINANCE NO. 16-2015/16 [233]

An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto Street, Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approximately 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); And Other Matters Related Thereto.

(Planning Commission approved 6 – 1)(Council District 4)

2. ORDINANCE NO. 17-2015/16 [241]

An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis Street, Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approximately One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); And Other Matters Related Thereto.

(Planning Commission approved 7 – 0)(Council District 1)

3. ORDINANCE NO. 18-2015/16 [250]

An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

4. **ORDINANCE NO. 19-2015/16 *By Title Only*** [262]
An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/OR Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

- A. DEVELOPING COMMUNITIES COMMISSION** [264]
Appoint Members To The Newly Established Developing Communities Commission With Appropriate Expiration Terms.
- B. FLORENCE COUNTY MUSEUM BOARD** [267]
Approve The Appointment Of Mrs. Jacqueline Mouzon To Serve On The Florence County Museum Board, Representing Council District 1 With Appropriate Expiration Term.
- C. FLORENCE COUNTY MUSEUM BOARD** [270]
Approve The Recommendation Of The Community Museum Society Board To Appoint Karen Fowler To Serve On The Museum Board, Replacing Ray McBride (Who Is No Longer A Florence County Resident), With Appropriate Expiration Term.
- D. PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS** [275]
Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Re-Appointment of Sharon H. Ackerman To Serve On The Pee Dee Mental Health Center Board Of Directors, Seat 1, With Appropriate Expiration Term.
- E. PEE DEE WORKFORCE DEVELOPMENT BOARD** [279]
Approve The Recommendation Of The Pee Dee Workforce Development Board For The Appointment Of Pamela Company To Serve On The Board As The Vocational Rehabilitation Representative, With Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[284]

Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through September 30, 2015 As An Item For The Record.

B. ADMINISTRATION/FINANCE

EMPLOYEE CHRISTMAS BONUS

[309]

Authorize The FY2015/16 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2015/16 (The Budget Ordinance).

C. ADMINISTRATION/FINANCE/FACILITIES

AWARD BID NO. 15/16

[310]

Award Bid No. 16-15/16, Asbestos Abatement For Existing Structures At The New Florence County Judicial Center Site To NEO Corporation Of Canton, NC In The Amount Of \$63,600 (Primary Bid Of \$59,000 And Alternate 1 For \$4,600) From The Judicial Capital Project Fund. (4 Compliant Bids Received)

D. ADMINISTRATION/FINANCE/VETERANS AFFAIRS

LEASE AGREEMENT

[316]

Approve The Entering Into A Lease Agreement With The Senior Citizens Association In Florence County For Space In The Leatherman Senior Center Necessary To House Veteran Affairs Staff Members.

E. EMS/PROCUREMENT

PURCHASE REPLACEMENT AMBULANCE

[322]

Authorize The Use Of Florida Association Of Counties Bid #15-11-0116 Awarded To Wheeled Coach Industries To Purchase One Replacement Ambulance At A Base Bid Of \$120,818.00 With Needed Options In The Amount Of \$24,282.00 From Peach State Ambulance, Inc., Tyrone, GA The Authorized Regional Representative For Wheeled Coach Industries (Total Purchase Of \$145,100.00) As Funded And Approved In The FY16 Budget.

F. HANNAH-SALEM-FRIENDFIELD FIRE DEPARTMENT/PROCUREMENT

AWARD BID NO. 08-15/16

[331]

Award Bid No. 08-15/16 For The Fleming Town Fire Station In The Amount Of \$312,950.00 For The Hannah-Salem-Friendfield Fire Department To ACE Construction Of Florence, SC From The Capital Project Sales Tax II Funds. *(2 Compliant Bids Received)*

G. HOWE SPRINGS FIRE STATION/PROCUREMENT

AWARD BID NO. 14-15/16

[334]

Award Bid No. 14-15/16 For The Construction Of A New Main Station For Howe Springs Fire Department In The Amount Of \$2,821,500.00 (Primary Bid Amount Plus All Alternates) To FBI Construction Inc. Of Florence, SC From The Capital Project Sales Tax II Funds. *(5 Compliant Bids Received)*

H. MUSEUM

POSITION RECLASSIFICATION

[337]

Approve The Reclassification Of A Secretary II Position To A Secretary III Position At The Florence County Museum.

I. OLANTA FIRE DEPARTMENT

PURCHASE OF SELF-CONTAINED BREATHING APPARATUS

[341]

Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-15 Awarded To North America Fire Equipment Company, Inc. (NAFECO) For The Purchase Of Twenty Five (25) 4500 PSI Self-Contained Breathing Apparatus (SCBAs) For The Olanta Fire Department In The Amount Of \$173,324.93 (Including Sales Tax And Trade-In Of 13 SCBAs) As Funded By Fire Bond Funds

J. PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

[352]

Declare Ten (10) Vehicles As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

K. SARDIS-TIMMONSVILLE FIRE DEPARTMENT/PROCUREMENT

1. ADDITIONAL FUNDS FOR PURCHASE OF PUMPERS [354]

Authorize The Use Of Additional Funds For The Purchase Of Two (2) Midship 1250 Pumpers With The Necessary Equipment From Smeal Fire Apparatus That Was Approved For Purchase At The October 15, 2015 Council Meeting In The Amount Of \$12,526 As Funded by Bond Funds.

2. ADDITIONAL FUNDS FOR PURCHASE OF TANKER [357]

Authorize The Use Of Additional Funds To Purchase One (1) Heritage Wet Side KW Tanker With The Necessary Equipment From US Tanker That Was Approved For Purchase At The October 15, 2015 Council Meeting In The Amount Of \$2,914 As Funded By Bond Funds.

3. PURCHASE SELF-CONTAINED BREATHING APPARATUS (SCBA) [360]

Authorize The Use Of the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-15 Awarded To Mine Safety Appliances, LLC For The Purchase Of Forty (40) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) For The Sardis-Timmons ville Fire Department In The Amount Of \$287,685.00 (Including Sales Tax And The Trade-In Of 30 SCBAs) As Funded by Fire Bond Funds.

L. WINDY HILL FIRE DEPARTMENT/PROCUREMENT

PURCHASE SELF-CONTAINED BREATHING APPARATUS (SCBA) [371]

Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-15 Awarded To Mine Safety Appliances, LLC For The Purchase Of Sixty (60) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) For The Windy Hill Fire Department In The Amount Of \$415,184.40 (Including Tax And The Trade-In Of 50 Current SCBAs) As Funded By The 2015 Fire Bonds.

M. SHERIFF'S OFFICE

BUDGET NEUTRAL RECLASSIFICATION [382]

Authorize A Budget Neutral Reclassification Of A Forensic Technician (Slot 110-101) From Grade 17 (Corporal) To Grade 19 (Sergeant).

N. SHERIFF'S OFFICE/PROCUREMENT

SOLE SOURCE PURCHASE – SEARCHLIGHT SYSTEM [387]

Authorize The Sole Source Purchase Of A SX-5 Starburst Searchlight System With Accessories From Spectrolab Of Sylmar, CA In The Amount Of \$36,219.96 (Including Tax) From The FY2015-2016 Budgeted Funds.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. ARD BALL FIELD

[401]

Approve The Expenditure Of Up To \$1,500 From Council District 2 Infrastructure Funding Allocation To Pay For MBC Stone To Be Used At Ard Ball Field.

2. CITY OF LAKE CITY

[402]

Declare VS291, A 2011 Chevy Tahoe (VIN #1GNLC2E02BR174716) As Surplus; Authorize The Sale Of The Vehicle To The City Of Lake City In The Amount Of \$13,500; And, Approve The Expenditure In An Amount Up To \$6,750 From Council District 1 Infrastructure Funding Allocation To Assist With The Purchase (\$6,750 Will Be Funded By The City Of Lake City).

3. SCRANTON DIXIE YOUTH

[403]

Approve The Expenditure In An Amount Not To Exceed \$11,000 From Council District 1 Infrastructure Funding Allocation To Assist the Scranton Dixie Youth Baseball League With The Construction Of A Roof And Install Lighting At The Existing Batting Cages Located At Weatherford Park In Scranton.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. HEARNE ROAD

[405]

Approve The Expenditure Of Up To \$2,250 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone To Repair Hearne Road.

2. INDIGO LANDING ROAD

[406]

Approve The Expenditure Of Up To \$2,250 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone To Repair Indigo Landing Road.

3. RIDGEWOOD DRIVE

[407]

Approve The Expenditure Of Up To \$34,031 From Council District 8 RSMF Funding Allocation To Pay For 6” Of Crushed Stone Base With A Surface Course Of 2” Of Asphalt To Be Put On The Unpaved Portion Of Ridgewood Drive As Required By The City Of Florence.

C. UTILITY

THEATER CIRCLE

[408]

Approve The Expenditure Of Up To \$5,250 From Council District 9 Utility Funding Allocation To Pay For MBC Stone To Be Put On Theater Circle.

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

November 19, 2015

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the October 15, 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, OCTOBER 15, 2015, 9:00 A.M., COUNTY COMPLEX,
180 N. IRBY STREET, COUNCIL CHAMBERS, ROOM 804,
FLORENCE, SOUTH CAROLINA**

PRESENT:

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

ALSO PRESENT:

Sheriff Kenney Boone
Chief Deputy Glen Kirby
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Dusty Owens, Emergency Management Department Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Ronnie Pridgen, Parks & Recreation Department Director
Patrick Fletcher, Procurement Director
Bill Griffenberg, CIO
Sam Brockington, Fire/Rescue Services Coordinator
Delaine Martin, County Complex Building Administrator
Alan Smith, Library Director
David Alford, Voter Registration/Elections Director
Joshua Lloyd, Morning News Staffwriter

A notice of the regular meeting of the Florence County Council appeared in the October 14, 2015 edition of the MORNING NEWS. In compliance with the Freedom of Information Act, copies of the meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County's website (www.florenceco.org).

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

APPROVAL OF MINUTES:

Councilman Kirby made a motion Council Approve The Minutes Of The September 17, 2015 Regular Meeting And The October 4, 2015 Emergency Meeting Of County Council. Councilman Schofield seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

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

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.

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.

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.

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. 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.

The Chairman Stated That 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 Of 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 Would Be Held. Copies Of The Ordinances Were Made Available To The Public Prior To The Meeting.

APPEARANCES:

BOARD MEMBER SANDRA SEA AND MAJOR GIFTS OFFICER NICOLE ECHOLS

Ms. Sea And Ms. Echols Appeared Before Council To Present Information About How The American Red Cross Supports The Florence Community. Ms. Echols stated that 91 cents of every dollar goes for direct support of families in the Pee Dee Region. The Chairman and members of Council commended the work of the American Red Cross.

COMMITTEE REPORTS:

EDUCATION, RECREATION, HEALTH & WELFARE

Committee Chairman Caudle requested that Parks & Recreation Department Director Ronnie Pridgen provide an update on programs. Mr. Pridgen reported that the County experienced some minor issues at various parks and delays in programs due to the flooding, but nothing major and fall programs were continuing to progress.

RESOLUTIONS/PROCLAMATIONS:

DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

Councilman Mumford made a motion Council approve A Proclamation To Recognize October 2015 As Domestic Violence Awareness Month In Florence County. Councilman Schofield seconded the motion, which was approved unanimously. The Clerk published the Proclamation in its entirety and Councilman Mumford presented the framed Proclamation to Ellen Hamilton-Executive Director of the Pee Dee Coalition and Sheriff Boone. Councilman Mumford and Sheriff Boone expressed appreciation for the work that Ms. Hamilton and the staff of the Pee Dee Coalition do for citizens of Florence County to strive to minimize domestic violence in our region.

RESOLUTION OF APPRECIATION AND RECOGNITION

Councilman Mumford made a motion Council approve A Resolution Of Appreciation And Recognition For Reverend Reedy Saverance For His Meritorious Community Service. Councilman DeBerry seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety. Councilman DeBerry presented the framed Resolution to Rev. Saverance and commended his over 80,000 hours of community service and the impact of that service on the community. Chairman Poston thanked Rev. Saverance for his service to the citizens of Florence County and the State of South Carolina.

PUBLIC HEARINGS:

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

RESOLUTION NO. 05-2015/16

The Clerk published the title of 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. Councilman Springs made a motion Council approve the Resolution as presented. Councilman Schofield seconded the motion, which was approved unanimously.

RESOLUTION NO. 06-2015/16

The Clerk published the title of 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. Councilman DeBerry made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 10-2015/16 – THIRD 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 DeBerry made a motion Council Approve Third Reading Of The Ordinance. Councilman Mumford seconded the motion. Councilman Springs made a motion that, Based On The Recommendation Of Administration, Council Amend The Ordinance To Have The Project Manager Report Directly To The Director Of The Florence County Economic Development Partnership. Councilman Mumford seconded the motion, which was approved unanimously. Third Reading of the Ordinance as amended was approved unanimously.

ORDINANCE NO. 11-2015/16 – THIRD 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 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. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously. Chairman Poston called attention to the insertion of the company name: Olanta Solar, LLC.

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

Chairman Poston stated second reading of Ordinance No. 38-2014/15 would be 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

The Clerk published the title of 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. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved with a seven (7) to two (2) vote. Voting in the 'Affirmative' were Chairman Poston, Councilmen DeBerry, Mumford, Schofield, Caudle, Dorriety, and Springs. Voting 'No' were Councilmen Kirby and Bradley.

ORDINANCE NO. 08-2015/16 – SECOND READING

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

ORDINANCE NO. 09-2015/16 – SECOND READING

The Clerk published the title of 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. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion. Councilman Caudle made a motion to Amend The Ordinance To Reduce the Amount From \$24,000,000 To \$18,000,000. Councilman Dorriety seconded the motion to Amend.

In response to a question from Councilman Dorriety, County Administrator K. G. Rusty Smith, Jr. responded that the project called for \$15 million, \$0.4 million issuance costs, \$1.8 in capitalized interest and the original debt to be paid off in May of 2018. The additional funding (\$800,000) would not be utilized; thus the terminology 'not exceeding.' Councilman Caudle asked if the County had received any confirmation from the City regarding its commitment to fund the project. Mr. Smith stated that City

Manager Drew Griffin advised him that the City had numerous meetings regarding this matter and were 100% committed to the project and already had funding in place. Mr. Smith pointed out that funding for this would come from the 3% accommodations tax so no ad valorem taxes would be used for this purpose (no ad valorem taxes had been used for the Civic Center for the last 15+ years). It was anticipated that the proposed project would yield approximately \$250,000 in increased annual revenue for the County in accommodations tax. Councilman Schofield stated this project would make a significant change in the Civic Center to allow it to accommodate more conferences by providing break-out spaces.

Council unanimously approved the Amendment to the Ordinance. Council approved second reading of the Ordinance as amended with an eight (8) to one (1) vote. Voting in the 'Affirmative' were Chairman Poston, Councilmen DeBerry, Mumford, Bradley, Schofield, Caudle, Dorriety, and Springs. Voting 'No' was Councilman Kirby.

ORDINANCE NO. 12-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 12-2015/16: 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. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 13-2015/16 – SECOND READING

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

ORDINANCES INTRODUCED

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

ORDINANCE NO. 14-2015/16 – INTRODUCED

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.

ORDINANCE NO. 15-2015/16 – INTRODUCED

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.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

MUSEUM BOARD

Councilman Schofield Made A Motion Council Appoint Murriel Calcutt To Serve On The Museum Board, Representing Council District 2, With Appropriate Expiration Term. Councilman Dorriety seconded the motion, which was approved unanimously.

PLANNING COMMISSION

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

POLICY COMMISSION ON RECREATION

Councilman Springs Made A Motion Council Re-Appoint Eric Sebnick To Serve On The Policy Commission on Recreation, Representing Council District 1, With Appropriate Expiration Term. Councilman Dorriety seconded the motion, which was approved unanimously.

UNIFIED FIRE DISTRICT FINANCIAL ADVISORY BOARD

Councilman Springs made a motion Council Appoint Henry Glover To Serve On The Unified Fire District Financial Advisory Board, Representing the Hannah-Salem-Friendfield Fire District. Councilman Schofield seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

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

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. The SIB reaffirmed its position on the CPST I that the SIB would draw the request for the \$90 million only after the expenditure of the Bank's original \$250 million and all County sales tax revenue, including earned interest.

The SCDOT was working extremely well with the County on both the CPST I and the CPST II. Mr. Smith received a letter stating the bids had been received for the SC51 Widening Project Sections 1 And 2 and the apparent low bidder was Palmetto Corp of Conway with a bid of \$48,793,927.29. Mr. Smith stated that if there was no objection, the County would proceed with the concurrence so that the project could proceed in a timely manner. The recent storm caused additional damage to the roadway so if DOT could proceed with the proposed timeframe, repairs to the road could be incorporated into the project so that the work would not have to be done twice. In response to a question from Councilman Caudle, Mr. Smith stated it was slightly over budget but well within the parameters and other projects had come in under budget so funding was sufficient to proceed with these two sections at this time. There were no expressed objections to proceeding with concurrence of the project with SCDOT.

ADMINISTRATION/FINANCE/SHERIFF

ADDITION OF UNPAID CHIEF PILOT POSITION

Councilman Schofield made a motion Council Approve The Addition Of An Unpaid Chief Pilot Position To The County's Compensation And Classification Plan For The Sheriff's Office. Councilman Mumford seconded the motion, which was approved unanimously.

ADMINISTRATION/FINANCE/SOLICITOR

LEASE AGREEMENT FOR SPACE

Councilman DeBerry made a motion Council Approve Entering Into A Lease Agreement With Gene Brown For Space At The Old Post Office Necessary To House Solicitor's Staff Members. Councilman Schofield seconded the motion, which was approved unanimously. In response to question from Councilman Caudle, Mr. Smith responded that first floor space was \$15.50 per square foot for 2,850 square feet and second floor space was \$14.50 per square foot for 1,400 square feet.

PROCUREMENT

REVIEW PANEL APPOINTMENT

There being no objections expressed, Chairman Poston appointed Councilman Springs 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.

SARDIS-TIMMONSVILLE FIRE DEPARTMENT/PROCUREMENT

PURCHASE OF PUMPERS

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

PURCHASE OF TANKER

Councilman Kirby made a motion Council 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. Councilman DeBerry seconded the motion, which was approved unanimously.

WEST FLORENCE & WINDY HILL FIRE STATION/PROCUREMENT

AWARD BID NO. 10-15/16

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

ADMINISTRATION

STORM REPORT

Mr. Smith stated that with the recent storm he felt it prudent to have staff apprise Council and the public of the effects of the storm and subsequent recovery efforts. Public Works Director Carlie Gregg provided a summary of the effects of the storm on his department and its efforts to maintain the roadways, etc.

Mr. Gregg stated that anytime a storm was forecasted he would sit down with his staff and look at the worst possible scenario and formulate a plan to deal with that scenario. The first task was to build additional barricades. The department built 90 additional barricades to add to the approximately 30-40 barricades already in stock. Barricades were put into place beginning Saturday, October 3rd, and by Sunday night, October 4th, the department had to utilize other devices to block the roads because they ran out of barricades. He stated he didn't think anyone, including himself, anticipated the magnitude of this event. By Friday evening, October 9th, no citizen in Florence County was blocked in. The department could not perform any restoration work on Monday, but began on Tuesday. The original assessment indicated there were 75 roadways in the lower part of the County and 50 in the upper area that were known to be apparently washed out. The last washed out road should be put back in operation that day and all roads should be fully operational by the end of that week; additional work may need to be done on some

of the roads, but traffic could resume to travel on those roads. The plan was to have roads back to pre-flood conditions by Friday, October 23rd. Virtually 85% of the roads in the upper area were plowed and approximately 50-55% in the lower area had been plowed, plus the County still had some roads with running water that would have to be addressed.

Two outstanding things about the flood Mr. Gregg wanted to bring to light: 1) you would think the higher price repairs would be in the lower part of the County but they were not - he contributed that to the elevation and water velocity differences; and 2) in the first assessment as far as cost, you had to assume that at the least pipes were misaligned, but the pipes were left intact still laying in the trenches. He commended the employees of the public works department for their dedication, quality and volume of work under the conditions.

Mr. Gregg stated another task he was assigned was to look into debris removal. He was asked to address debris pickup on County roads as a result of flood events. Public Works met with Waste Management (WM) regarding additional tonnage or loads of brown goods, etc. Average collection for the past 12 – 36 months or as required by FEMA would be calculated for Florence County and the County would request reimbursement by FEMA for the overage. The current contract between the County and WM states that in the case of an event that if the average goes up, WM could increase the reimbursement costs to the County. One of the concerns was the placement of debris on County maintained roads that had little or no shoulder to place the debris. The transporter of the debris must sort the goods prior to placing in the disposal receptacles at the manned convenience centers.

Mr. Gregg asked WM to provide a cost for curbside pickup but WM was not interested in providing that service. WM's pull cost for all 15 sites would be \$325 per pull; this was an average for all sites. Mr. Gregg was of the opinion that it was a fair price. The bulk of the debris would come from the lower part of the County, which was the longest pull. There was an existing contract with Pee Dee Environmental for brown goods at a cost of \$55 per pull for a 40 yard box, which came to a total of \$380 per 40 cubic yard container. This was total cost; there would be no additional costs.

Emergency Management Director Dusty Owens provided a summary of the events that occurred as a result of the flooding. Unprecedented amounts of rainfall in a very short period of time created a great deal of damage across the County. The County was struggling through a drought when the rain began, which actually worked to the County's advantage. For instance, Lynches River flood stage was 14 feet and when the rain first started, the river was down in the 5 feet range, which actually minimized the flooding to some degree. The last time County Council issued an Emergency Proclamation was during Hurricane Floyd. The implementation of the Emergency Proclamation on October 4th was necessary for several reasons, one of which was the authority given for the Sheriff's Office, Administrator, Fire Districts, and Emergency Management to enact a mandatory evacuation to get people out of dangerous/hazardous areas in an attempt to preserve life. It also provided the tool to implement a curfew to keep vehicular traffic off the roads after sundown to minimize accidents as much as possible. Over 125 County roads were either blocked or washed out, numerous State roads, including I95 and I20 were also either blocked or washed out. Due to the flooding, Central Dispatch and EMS

had to coordinate for ambulances to operate along roadways that were open to transport patients from the incident sites or homes to hospitals due to all the blocked roadways. The peak population in shelters during the flood was 125.

The GIS Department for Florence County created a software program called DART that was instrumental in assisting departments in assessing damage during this event and coordinating the data between the various departments involved. As of noon on Wednesday, October 14th, the estimated flood damage was almost \$4.5 million in damages to 475 private residents. That total does not reflect homes damaged by the rainfall, just the actual flood damage. Based on the initial damage assessment the County was able to qualify for a Presidential Disaster Declaration for individual assistance, which meant that citizens or businesses experiencing damage could apply directly to FEMA and other Federal agencies for financial compensation and assistance. Public Assistance (PA), the reimbursement to government agencies and other non-profit agencies such as McLeod Hospital, for sustained damage or costs to haul debris had not yet been approved, but he had been told that it was just a matter of the paperwork being passed through the process for the approval. US Agricultural assistance was also available.

Mr. Owens stated that during the course of the event one of the ways staff worked to improve response was through public information. The department released 29 press releases that went out not only to the media, but also to municipalities, all emergency response organizations, school districts and local businesses and industries. The County received four national inquiries from news media, particularly in response to a photo posted by the department on the website that went viral with over 300,000 views. The photo was a vehicle that went around a barricade and the roadway gave way so the vehicle was submerged. Windy Hill Fire District responded to the incident and there was no loss of life.

Citizens had already been reimbursed over \$300,000 so the system was up and running. A center had been established in Lake City to file for assistance and was operating 7 days a week until there was no longer a need. An additional site would be set up in Quinby later that day. He provided a summary of assistance currently available from distribution centers with food and supplies for those affected by the flooding to teams that would conduct repair work on homes and businesses. Community support had been outstanding. There was a call center established to accept donations as well as assist those in need. In response to a question from Councilman Springs, Mr. Owens responded that the County was very fortunate and there were no flood related deaths in Florence County nor, to his knowledge, any major injuries.

Planning Director Jay Graham stated it was a privilege to live and work in a community with such a well-coordinated team. He provided information on a comparison/contrast for two options for Council's consideration in dealing with debris: 1) through the manned convenience centers; and 2) curbside. The Southern Baptist Assistance (SBA) group was a national organization established to respond to disasters. This group made a proposal to the County to provide assistance to those in need. The group has trained people that come in the community, go door-to-door asking if the homeowner would like free assistance to remove the flood damage and mitigate the property for mold (typically flood waters

would cause black mold), which would entail fumigation of the home and crawl space and treat it so that it would be ready for necessary repairs. SCDOT was already on board to hire a contractor to pick up debris in front of homes located on State maintained roadways. SBA approached the County and asked if the County would agree to curbside pickup, then they would remove damage and pre-sort goods (e.g. white, e-goods, C&D) for pick up. It was estimated there were approximately 300 homes along County maintained roadways that were damaged. SBA advised that a typical residential home with 3 feet of water inside would produce 40 cubic yards of C&D.

Option 1 to enter into a C&D agreement with SCDOT for \$14 per cubic yard to provide curbside pickup on County maintained roadways was a 15/85 match for the first 30 days, next 30 days 20/80, and 90/180 days was 75/25 match, which came to a total of \$168,000 for C&D only. Estimated tipping fees for the estimated 12,000 cubic yards of C&D would be \$50,000 so the total cost would be \$218,000 and the County's 25% would come to \$54,500. Mr. Graham reiterated that the difficulty with curbside pickup on County maintained roads was the lack of adequate shoulder or right-of-way for SBA or citizens to place the debris. SCDOT and the County were both prohibited from entering onto private property with government owned equipment so the debris would be required to be placed in the right-of-way.

Option 2 would be where the public would be required to handle their own demolition and carry C&D to the manned convenience centers. If you kept the same 75/25 match, the total would be \$385 per 40 cubic yard container or an estimate of \$32,585 for the County's match.

In response to a question regarding monitoring costs, Mr. Owens responded that in discussions with the SCDOT officials, in the initial contract there was an hourly rate for a separate company from the company picking up the debris, but the rate had not been provided and the County would be expected to pay a percentage of that rate but it was anticipated to be a relatively minor amount, maybe \$100 per hour.

Councilman Kirby asked if the County could implement a change in the acceptance policy at the manned convenience center sites for a limited time period to accept the C&D from damaged homes. Mr. Owens stated the County could probably do so, but there would more than likely be additional costs to the County to do so. Councilman Schofield asked if the County could issue a certificate to homeowners to provide authorization for the C&D to be hauled to the centers. Councilman Springs asked if Council decided to allow this temporary arrangement, would it require Council action or could staff handle it. County Attorney Malloy McEachin stated his opinion was that it would require an action of Council because it was a change in policy. Councilman DeBerry stated he was of the opinion that the centers probably made it most convenient for the homeowners dealing with the debris and it was urgent that Council move as expeditiously as possible to try to minimize the amount of debris that ends up being illegally dumped. Councilman Caudle stated his opinion was that the County needed to make it as convenient for its citizens as possible and move forward. Councilman Dorriety agreed and asked what type of motion would be needed to move forward.

Mr. Smith expressed concerns regarding allowing the debris being placed in the right-of-way and additional overtime that would be required for staff to provide door-to-door services. Councilman Mumford stated he wanted to ensure the County was fair with the decision made and that it benefitted the citizens as much as possible.

Councilman Schofield made a motion that Council Instruct The Administrator To Move Forward With Handling It The Best Way Possible Through The Manned Convenience Centers And Develop Some Type Of Exception As Staff Recommends. Councilman Mumford seconded the motion. Councilman Schofield brought attention to the fact that the first responders were the ones that were there for the citizens during this event. He commended the first responders, mostly volunteers for their dedication and service to the citizens during the event. He commended Council for its support of the first responders and its investment in those services. Councilman Springs asked that the County look into expanding the hours of the manned convenience centers on Tuesdays and Thursdays, realizing the additional cost, but also recognizing the need. He suggested that staff could monitor the need and as the debris began to be accepted in reduced amounts, return to the original schedule. Councilman Caudle concurred. After additional discussion, it was the recommendation of the County Attorney that Council direct the County Administrator to implement a policy to allow contractors with a certificate to access the manned convenience centers for a 60-day period. Councilman Springs made a motion to amend the original motion to include the language recommended by the County Attorney. Councilman Dorriety seconded the motion, which was approved unanimously. Council unanimously approved the motion as amended.

Kyle Berry with SCDOT provided a report on the flood damage from the SCDOT perspective. Mr. Berry expressed his appreciation for the cooperative effort by County representatives. On October 1st, SCDOT mobilized crews and had worked 24 hours per day since then on making repairs to roadways in Florence County. The majority of the damage was in the lower section of the County. Since that time, SCDOT performed repairs on over 100 State maintained roads. The plan was to perform all work that could be done in-house by the end of the week. Two emergency repair contracts had already been let for two damaged sections of Friendfield Road and one section on Pamplico Highway, which would begin that day. A contract was also let on three sections of Old River Road and work would start that day. There was severe damage to a bridge on Old River Road and DOT was in the process of letting a design/build bridge contract to replace the bridge, which would be more extensive work but DOT was moving as quickly as possible to get that in place. Another contract was in the process to perform repairs on Hill-Harrell Road, North Country Club Road and a section of SC41 in Johnsonville, hopefully today that would be finalized. Chairman Poston thanked Mr. Berry for his attendance, service and report.

VOTER REGISTRATION & ELECTIONS

DELETION & ADDITION OF POSITION

Councilman DeBerry made a motion Council 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. Councilman Schofield seconded the motion, which was approved unanimously. Voter Registration/Elections Director David Alford provided an overview of the need for the action and the benefits to the department, as well as upcoming elections.

FINANCE/FACILITIES/PROCUREMENT

AWARD BID NO. 07-15/16

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

JOHNSONVILLE FIRE DEPARTMENT/PROCUREMENT

PURCHASE PUMPERS, TANKERS & EQUIPMENT

Councilman Schofield made a motion Council 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. Councilman Springs seconded the motion, which was approved unanimously.

OLANTA FIRE DEPARTMENT/PROCUREMENT

PURCHASE PUMPER

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

WINDY HILL FIRE DEPARTMENT/PROCUREMENT

PURCHASE PUMPERS

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

ADMINISTRATION/PROCUREMENT

AWARD BID NO. 11-15/16

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

OTHER BUSINESS:

INFRASTRUCTURE

DOROTHY G. HINES NATURE TRAIL

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

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

COUNCIL MEETING ADJOURNED AT 11:23 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

October 15, 2015

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.

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PUBLIC HEARING

October 15, 2015

RESOLUTION NO. 06-2015/1

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

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PUBLIC HEARING

October 15, 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

October 15, 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

October 15, 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

October 15, 2015

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.

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FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Appearances Before Council
2015 Christmas Card Contest Winner

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Will Announce And Recognize The Winner Of The 2015 Annual Christmas Card Contest.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Appearances Before Council
 Ronald J. Jebaily, Esq.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Jebaily Requests To Appear Before Council To Talk About Downtown Parking While The New Courthouse Is Under Construction.

ATTACHMENT:

A Copy of the Request To Appear.

Connie Haselden

From: Amy B. Gaines <AGaines@jebailylaw.com>
Sent: Wednesday, October 28, 2015 4:40 PM
To: ClerkToCouncil
Subject: November Meeting

Ms. Haselden,

Please see email below from Ronald Jebaily regarding the 11/19 meeting.

Please see if you can get me on the agenda for the November meeting. I want to talk about downtown parking while the new courthouse is under construction.

Ronald J. Jebaily, Esq.
Jebaily Law Firm
PO Box 1871
Florence, SC 29503
843.667.0400
843.661.6424 – fax
www.jebailylaw.com

Thanks so much!

Amy Barton Gaines
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FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Appearances Before Council
 Saundra Ligon, Senior Community Relations Consultant
 State of South Carolina, Human Affairs Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ms. Ligon Requests To Appear Before Council To Make A Presentation For The Purpose Of Establishing A Community Relations Council Sponsored By The SC Human Affairs Commission.

ATTACHMENT:

A Copy of the Request To Appear.

Connie Haselden

From: Ligon, Sandra <sandra@schac.sc.gov>
Sent: Monday, October 26, 2015 12:44 PM
To: Connie Haselden
Subject: Request to appear before County Council

Ms. Connie Haselden, Clerk to Florence County Council

Thanks for speaking with me today regarding making a presentation before the Florence County Council for the purpose of establishing a Community Relations Council sponsored by the SC Human Affairs Commission. The Human Affairs Commission is a state agency created in 1972 for the prevention and elimination of discrimination in housing, employment and public accommodations based on race, sex, age, religion, national origin, disability and familial status. We have worked to link state government to community groups by forming these councils around the state to identify problems, set priorities and develop funding processes for community projects based on harmony, understanding and good will. No fees are involved and our staff provides all the training. In light of all the events over the summer in our state and nation we feel it is important to have councils in all 46 counties. We currently have 17 very active councils and would be very happy to add Florence County to our growing list. We need county council to approve a resolution and recommend 2 or more individuals representing diversity from their district to serve on the council-- or we could solicit individuals to volunteer from the community representing law enforcement, religious community, youth and other groups.

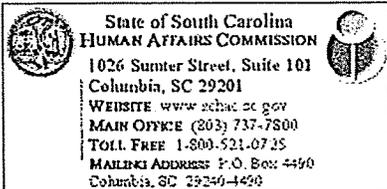
I look forward to sharing more details of how the councils operate. Please call if you have any questions. Thanks for your time.

Sandra

Sandra Ligon

Senior Community Relations Consultant

DIRECT LINE: (803)737-7838 FAX: (803)253-4191



FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Resolution of Appreciation & Recognition
David Hobbs

DEPARTMENT: County Council
Councilman H. Steven DeBerry, IV, District 6

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation And Recognition For David Hobbs For His Meritorious 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)
)
COUNTY OF FLORENCE)

**RESOLUTION OF APPRECIATION
AND RECOGNITION**

WHEREAS, Florence County Council acknowledges that in order for a community to experience ongoing economic growth there needs to be cooperative sharing of vision, dedication, leadership skills and talents among personally and professionally committed community leaders; and

WHEREAS, Florence County Council acknowledges that David D. Hobbs has truly exemplified fulfilling this need through his copious efforts on a variety of boards, commissions and committees in Florence County such as the Florence County Planning Commission (served from December 1992 until October 2015); and,

WHEREAS, Mr. Hobbs is a man of integrity and has continuously labored to assure Florence County's successful improvement and enhancement of the many services offered and provided to the citizens of Florence County; and,

WHEREAS, it is the desire of the Florence County Council to express its sincere gratitude for his diligence, enthusiasm, and commitment to serving the citizens of Florence County.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Florence County, South Carolina, the Florence County Council that this **RESOLUTION OF APPRECIATION AND RECOGNITION** be presented to **DAVID D. HOBBS** in recognition and appreciation of his professional standards, endeavors, and achievements for the betterment of Florence County.

Thank you for your commendable service!

Done in meeting duly assembled this 19th day of November, 2015.

THE FLORENCE COUNTY COUNCIL

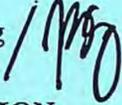
Roger M. Poston, Chairman

H. Steven DeBerry, IV, District 6

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 19, 2015

AGENDA ITEM: Resolution No. 07-2015/16
Introduction

DEPARTMENT: Engineering / 

ISSUE UNDER CONSIDERATION:

[A Resolution To Approve And Authorize The Florence County Administrator To Execute A Memorandum Of Agreement With The Town Of Quinby For Municipal Separate Storm Sewer System (MS4) Services And Other Matters Related Thereto.]

POINTS TO CONSIDER:

1. The Town of Quinby desires that Florence County be authorized to provide coverage under the County's Municipal Separate Storm Sewer System (MS4).
2. The Town of Quinby currently has an agreement with Florence County. The revised agreement is to facilitate the Town of Quinby's compliance with South Carolina Department of Health and Environmental Control regulations.

OPTIONS:

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

ATTACHMENTS:

1. Resolution No. 07-2015/16
2. Town of Quinby Services Agreement

Sponsor(s) : Planning Commission
Planning Commission Consideration : N/A
Planning Commission Public Hearing : N/A
Planning Commission Action : N/A
Adopted : November 19, 2015

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

RESOLUTION NO. 07-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[A Resolution To Approve And Authorize The Florence County Administrator To Execute A Memorandum Of Agreement With The Town Of Quinby For Municipal Separate Storm Sewer System (MS4) Services And Other Matters Related Thereto.]

WHEREAS:

1. The Town of Quinby desires that Florence County be authorized to provide coverage under the County's Municipal Separate Storm Sewer System (MS4); and,
2. Florence County shall be the entity to administer the County's Municipal Separate Storm Sewer System (MS4) program for the Town of Quinby; and,
3. Only Florence County Code Chapter 9.5, Drainage and Stormwater Management Ordinance and other related county ordinances shall apply for these purposes.

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

1. The Florence County Administrator shall have authority to enter in and execute a contract with the Town of Quinby for Municipal Separate Storm Sewer System (MS4) services.
2. This resolution authorizes execution of an agreement by and between the Town of Quinby and Florence County to provide for the administration of the County's Municipal Separate Storm Sewer System (MS4) program within its municipality, more specifically the following services: Public Education and outreach on Storm Water Impacts, Illicit Discharge Detection and Elimination, Construction Site Storm Water Runoff Control, Post-Construction Stormwater Management in New Development and Redevelopment, Pollution Prevention/Good Housekeeping for Municipal Operations for the Town.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into by and between the TOWN OF QUINBY ("The Town"), a body politic and corporate and a political subdivision of the State of South Carolina and FLORENCE COUNTY, SOUTH CAROLINA ("The County"), a body politic and corporate and a political subdivision of the State of South Carolina, to include the Town in the coverage area of the County's Municipal Separate Storm Sewer System (MS4).

NOW, THEREFORE, BE IT AGREED that the Town of Quinby and Florence County do hereby enter into this MEMORANDUM OF AGREEMENT as follows:

1. The County will implement the following Storm Water Management Programs (SWMPs) control measures:
 - a) Public Education and outreach on Storm Water Impacts
 - b) Public Involvement/Participation
 - c) Illicit Discharge Detection and Elimination
 - d) Construction Site Storm Water Runoff Control
 - e) Post-Construction Stormwater Management in New Development and Redevelopment
 - f) Pollution Prevention/Good Housekeeping for Municipal Operations for the Town.

2. Additionally, the County will:
 - a) Review and Update the SWMPs,
 - b) Submit the Required Annual Report to the Department of Health and Environmental Control (DHEC)
 - c) Perform Storm Water Monitoring
 - d) Provide Record Keeping and Reporting to DHEC of all Monitoring Information, Reports and /or Data, and
 - e) Submit Application for Permit Renewal for the Town.

3. The Town authorizes the County to implement all aspects of Appendix C - Drainage and Stormwater Management of the Florence County Code within the Town's Limits.

4. The Town agrees to be responsible for sharing the cost of the above services with the County based on their respective size and population. Should the Town fail to honor invoices submitted by the County for these services, the County may immediately withdraw from this agreement and will have no further responsibility for further participation in this agreement.

5. The terms hereof constitute the entire agreement between the parties hereto, and any modification or amendment to this document shall be effective only if in writing and signed by both parties hereto.

ENTERED INTO THIS ____ DAY OF _____, 2015.

WITNESSES:

BY: _____
FLORENCE COUNTY, SOUTH CAROLINA

Deborah K. Pearson
Howard E. Long

BY: Thomas A. Beezy
TOWN OF QUINBY, SOUTH CAROLINA

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Third 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.
4. The clean version of the attached Ordinance includes corrections of scrivener's errors with references to the 2015 Bond that should be the 2011 Bond (except for Exhibit A where 2011 has now been changed to 2015). The attached red-lined version of the Ordinance notes the changes that were made.

FUNDING FACTORS:

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

OPTIONS:

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

ATTACHMENT:

1. Copy of Ordinance No. 07-2015/16 (clean version)
2. Copy of Ordinance No. 07-2015/16 (red-lined version)

Sponsor(s) : Finance
First Reading : August 20, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : October 15, 2015
Second Reading : October 15, 2015
Third Reading : November 19, 2015
Effective Date : Immediately

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

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.)

draft

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 2011 (the "*Series 2011 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 2011 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.

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 2011 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.

(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.

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 2011 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.

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.

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

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.

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 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.

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.

draft

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.

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)
)
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.

(SEAL)

Clerk to Council, Florence County,
South Carolina

Sponsor(s) : Finance
First Reading : August 20, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : October 15, 2015
Second Reading : October 15, 2015
Third Reading : November 19, 2015
Effective Date : Immediately

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

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.)

draft

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~~2011 (the "*Series ~~2015~~2011 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~~2011 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.

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~~ 2011 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.

(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.

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~~ 2011 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.

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.

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

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.

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 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.

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.

draft
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.

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.

(SEAL)

Clerk to Council, Florence County,
South Carolina

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Third 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.
4. The clean version of the attached Ordinance includes additional language that simply clarifies the County's ability to appropriate the money received from the City as payment against these bonds. The attached red-lined version of the Ordinance notes the changes that were made. The changes were made in Sections 6.02, 6.03, and 6.04.

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 Third Reading of Ordinance No. 08-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 08-2015/16 (clean version)
2. Copy of Ordinance No. 08-2015/16 (red-lined version)

Sponsor(s) : Finance
First Reading : August 20, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : October 15, 2015
Second Reading : October 15, 2015
Third Reading : November 19, 2015
Effective Date : Immediately

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

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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(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

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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).

(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.

“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.

“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.

“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

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.

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;

(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.

(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)**.

**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.

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. 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 (including attorney's fees, costs and expenses).

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).

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.

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.

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.

**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.

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.

(d) Wherever in this Ordinance there is a statement to the effect that the County may apply such other legally available moneys as the Council shall in its discretion determine to apply for a purpose, or words of similar import, such application shall be made by Council applying its legislative discretion in determining whether to apply such moneys. Any payment from other available moneys described in this Ordinance shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the County, nor shall anything contained in this Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the County. Any such budgetary appropriation shall be subject in all respects to the discretion of Council, and any failure to make such an appropriation, notwithstanding any provision of this Ordinance to the contrary, shall not constitute a default or Event of Default under this Ordinance.

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.

(b) Each month there shall be transferred (by the Custodian, if appointed) from the Accommodations Fee Revenue Fund or from any other lawful source of funds from which the County may choose to appropriate (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.

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.

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.

(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 or from any other lawful source of funds from which the County may choose to appropriate 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.

(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 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.

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 and may charge its normal and customary fees for such investments.

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 as to both legality and suitability of all directed investments 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. In the absence of written investment instructions from the Authorized Representative, the Trustee shall not be responsible or liable for keeping the moneys held by it fully invested. Although the County recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the County agrees that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

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 in writing 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.

**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, each of which shall be incorporated by reference herein.

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.

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. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. 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 conclusively rely upon and shall be fully 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 conclusively 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.

(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 designated 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 (including attorney's fees, costs and 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 conclusively 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.

(l) The Trustee shall not be accountable for the use or application by the County of any Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee.

(m) The permissive right of the Trustee to do things enumerated in this Ordinance or any supplement hereto shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect any Bonds or Junior Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with such Bonds or Junior Bonds.

(o) None of the provisions of this Ordinance or any supplement hereto shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Ordinance or any supplement hereto arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

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, costs, and expenses 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.

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 sixty (60) 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. If no successor Trustee shall have been so appointed and accepted appointment within sixty (60) days of the resignation, removal, incapability or the occurrence of a vacancy in the office of Trustee in the manner herein provided, the Trustee or any Bondholder may, at the expense of the County, petition any court of competent jurisdiction for the appointment of a successor Trustee until a successor shall have been appointed as above provided.

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.

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.

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.

**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.

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. The Trustee shall have no duty to review or analyze any financial statements delivered to it or to verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

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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, together with either (i) a verification report satisfactory to the Trustee to the effect that such securities and/or cash, together with earnings thereon, will be sufficient to pay interest and principal (and applicable premium, if any) on the Bonds to redemption or maturity or (ii) an opinion of counsel satisfactory to the Trustee to the effect that all conditions precedent to the defeasance of the Bonds have been satisfied; or

(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 together with either (i) a verification report satisfactory to the Trustee to the effect that such securities and/or cash, together with earnings thereon, will be sufficient to pay interest and principal (and applicable premium, if any) on the Bonds to redemption or maturity or (ii) an opinion of counsel satisfactory to the Trustee to the effect that all conditions precedent to the defeasance of the Bonds have been satisfied.

(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.

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.

(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 outstanding fees of the Trustee 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 premiums, 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

(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. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

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 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.

**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

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

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.

draft

**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.

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.

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

Sponsor(s) : Finance
First Reading : August 20, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : October 15, 2015
Second Reading : October 15, 2015
Third Reading : November 19, 2015
Effective Date : Immediately

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

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).

(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.

“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.

“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.

"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 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.

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;

(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.

(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)**.

**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.

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. 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 (including attorney's fees, costs and expenses).

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

(a) Each Bond shall be fully registered (a) 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).

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.

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.

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.

**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.

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.

~~(d) Wherever in this Ordinance there is a statement to the effect that the County may apply such other legally available moneys as the Council shall in its discretion determine to apply for a purpose, or words of similar import, such application shall be made by Council applying its legislative discretion in determining whether to apply such moneys. Any payment from other available moneys described in this Ordinance shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the County, nor shall anything contained in this Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the County. Any such budgetary appropriation shall be subject in all respects to the discretion of Council, and any failure to make such an appropriation, notwithstanding any provision of this Ordinance to the contrary, shall not constitute a default or Event of Default under this Ordinance.~~

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.

(b) Each month there shall be transferred (by the Custodian, if appointed) from the Accommodations Fee Revenue Fund or from any other lawful source of funds from which the County may choose to appropriate (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.

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.

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.

(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 or from any other lawful source of funds from which the County may choose to appropriate 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.

(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 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.

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 and may charge its normal and customary fees for such investments.

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 as to both legality and suitability of all directed investments 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. In the absence of written investment instructions from the Authorized Representative, the Trustee shall not be responsible or liable for keeping the moneys held by it fully invested. Although the County recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the County agrees that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

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 in writing 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, each of which shall be incorporated by reference herein.

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.

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. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. 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 conclusively rely upon and shall be fully 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 conclusively 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.

(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 designated 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 (including attorney's fees, costs and 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 conclusively 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.

(l) The Trustee shall not be accountable for the use or application by the County of any Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee.

(m) The permissive right of the Trustee to do things enumerated in this Ordinance or any supplement hereto shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect any Bonds or Junior Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with such Bonds or Junior Bonds.

(o) None of the provisions of this Ordinance or any supplement hereto shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Ordinance or any supplement hereto arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

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, costs, and expenses 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.

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 sixty (60) 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. If no successor Trustee shall have been so appointed and accepted appointment within sixty (60) days of the resignation, removal, incapability or the occurrence of a vacancy in the office of Trustee in the manner herein provided, the Trustee or any Bondholder may, at the expense of the County, petition any court of competent jurisdiction for the appointment of a successor Trustee until a successor shall have been appointed as above provided.

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.

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.

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.

**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.

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. The Trustee shall have no duty to review or analyze any financial statements delivered to it or to verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

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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, together with either (i) a verification report satisfactory to the Trustee to the effect that such securities and/or cash, together with earnings thereon, will be sufficient to pay interest and principal (and applicable premium, if any) on the Bonds to redemption or maturity or (ii) an opinion of counsel satisfactory to the Trustee to the effect that all conditions precedent to the defeasance of the Bonds have been satisfied; or

(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 together with either (i) a verification report satisfactory to the Trustee to the effect that such securities and/or cash, together with earnings thereon, will be sufficient to pay interest and principal (and applicable premium, if any) on the Bonds to redemption or maturity or (ii) an opinion of counsel satisfactory to the Trustee to the effect that all conditions precedent to the defeasance of the Bonds have been satisfied.

(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.

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.

(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 outstanding fees of the Trustee 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 premiums, 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

(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. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

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 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.

**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

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 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.

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.

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

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Third 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 Third 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
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : October 15, 2015
Second Reading : October 15, 2015
Third Reading : November 19, 2015
Effective Date : Immediately

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

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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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).

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

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.

(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.

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 (15th) 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.

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.

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.

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.

(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.

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

[FORM OF BONDS]

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

No. R-1 \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____ %	May 1, 20 _____	_____, 2015	

Holder: CEDE & CO.

Principal Amount: _____ DOLLARS

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).

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.

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.

draft

**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.

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)
)
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 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.

(SEAL)

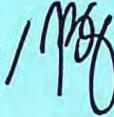
Clerk to Council, Florence County,
South Carolina

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 19, 2015

AGENDA ITEM: Ordinance No. 12-2015/16
Third 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	: November 19, 2015	
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 Pamlico Highway, Pamlico, 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:

1. Property located at 513 North Pamlico Highway, Pamlico, 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:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
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

SUROUNING 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.

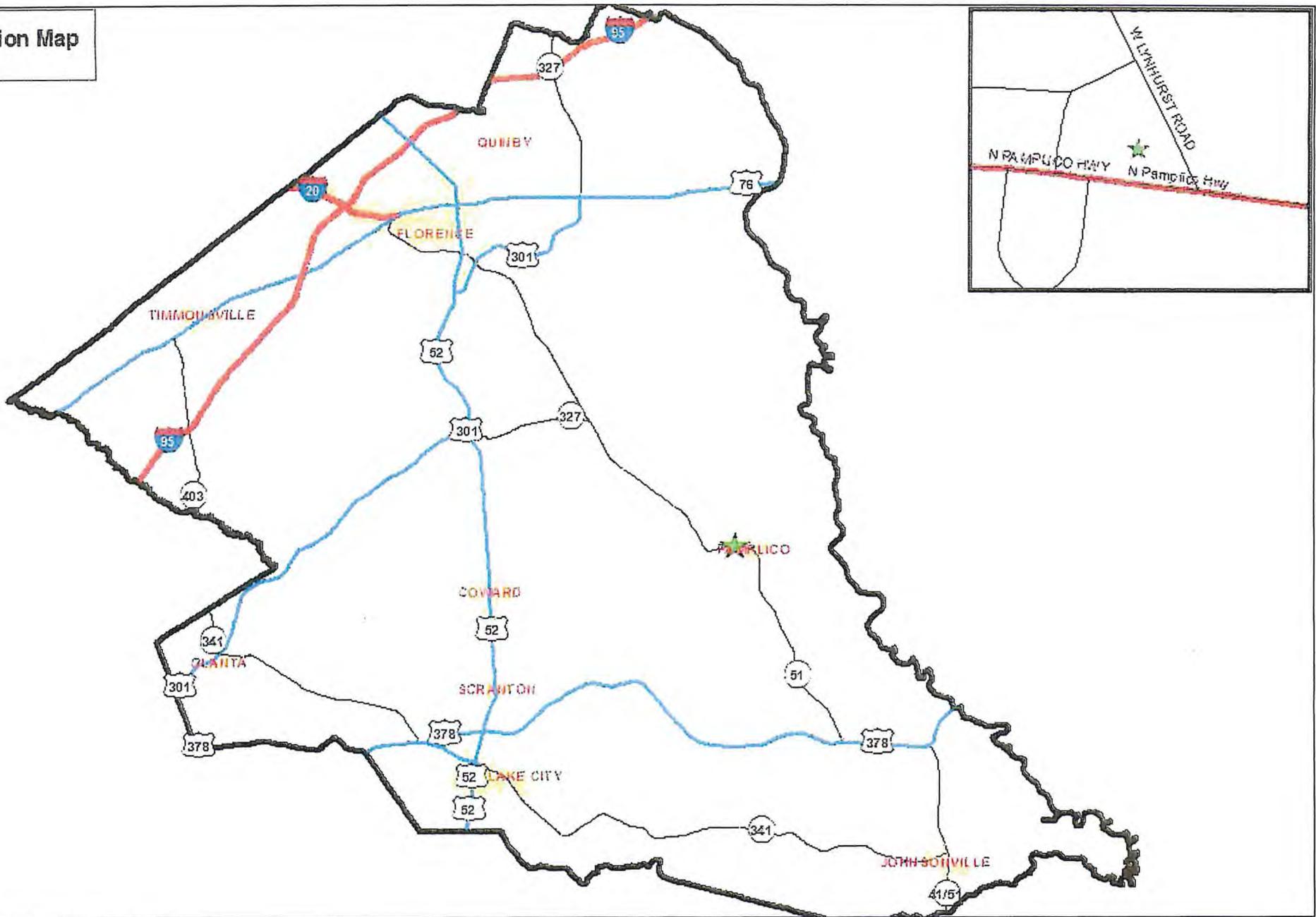
Florence County Planning Commission Action: August 25, 2015:

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).

Location Map



0 1.5 3 4.5 6 Miles



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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

2015 Aerial



0 105 210 420 Feet

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 COUNCIL MEETING
Thursday, November 19, 2015

AGENDA ITEM: Ordinance No. 13-2015/16
Third 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
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 : November 19, 2015
 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:

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
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

	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.

	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

	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 (section 30-103)	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

	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

	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

	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

	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.

	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	N	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

	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)											

	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

	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

	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

	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				
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

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:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

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	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
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	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Sector 11: Agriculture, Forestry, Fishing, and Hunting											
Agricultural production, crops	111	P	P	P	N	P	P	P	<u>P</u>	P	None
Agricultural production, livestock, animals 112											
Livestock, except feedlots	112111	N	N	N	N	N	N	P	<u>P</u>	P	None
Feedlots	112112	N	N	N	N	N	N	N	<u>N</u>	P	None
Poultry & eggs	1123	N	N	N	N	N	N	N	<u>N</u>	P	None
Animal specialties	1129	N	N	N	N	N	N	N	<u>N</u>	P	None
Horses & other equine	11292	N	N	N	N	N	N	P	<u>P</u>	P	None
General farms	11299	N	N	N	N	P	P	P	<u>P</u>	P	None
Fishing, hunting, trapping	1141-2	N	N	P	N	N	P	P	<u>P</u>	P	None
Agricultural services	115	N	N	N	N	N	N	P	<u>P</u>	P	None
Forestry	11531	N	N	P	N	P	P	P	<u>P</u>	P	1.0 per 1,000 s.f. GFA
Sector 21: Mining											
Mining	212	N	N	N	N	N	P	N	<u>N</u>	P	None
Sector 22: Utilities											
Electric 2211											
Generation	22111	N	N	N	N	N	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Transmission	22112	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 500 s.f. GFA
Natural gas distribution	2212	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 500 s.f. GFA
Water supply systems 22131											
Storage/treatment	22131	N	N	P	N	P	P	P	<u>P</u>	P	1.0 per 500 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
											GFA
Transmission	22131	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 500 s.f. GFA
Sewerage systems 22132											
Collection	22132	P	P	P	P	P	P	P	<u>N</u>	P	1.0 per 500 s.f. GFA
Treatment	22132	N	N	P	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Steam & air conditioning supply	22133	N	N	P	N	P	P	N	<u>N</u>	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	<u>N</u>	N	1.0 per 1,000 s.f. GFA
Heavy construction other than building construction-contractors	234	N	N	P	N	N	P	N	<u>N</u>	N	1.0 per 1,000 s.f. GFA
Special trade contractors	235	N	N	P	N	N	P	N	<u>N</u>	N	1.0 per 1,000 s.f. GFA
Sector 31-33: Manufacturing											
Food	311	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Beverage & tobacco	312	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Textile mill products	313	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Textile product mills	314	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Apparel	315	N	N	N	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Leather & allied products	316	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Wood products	321	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Paper & allied products	322	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Petroleum products	324	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Chemical products	325	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Plastic & rubber	326	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Nonmetallic mineral products	327	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Primary metal industry	331	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Fabricated metal products	332	N	N	N	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Machinery	333	N	N	N	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Computer & electronic products	334	N	N	N	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Electrical equipment, appliances & components	335	N	N	N	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Transportation equipment	336	N	N	N	N	N	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Furniture & related products	337	N	N	P	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA
Misc. manufacturing indus.	339	N	N	N	N	P	P	N	<u>N</u>	P	1.0 per 500 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Sector 42: Wholesale Trade											
Wholesale trade-durable goods	421	N	N	P	P	P	P	N	<u>N</u>	P	1.0 per 5,000 s.f. GFA
Recycle materials (section 30-102)	42193	N	N	N	N	N	C	N	<u>N</u>	N	1.0 per 5,000 s.f. GFA
Wholesale trade-nondurable goods	422	N	N	P	P	P	P	N	<u>N</u>	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	<u>N</u>	N	1.0 per 600 s.f. GFA
Automotive dealers	4411	N	N	P	P	N	N	N	<u>N</u>	N	1.0 per 600 s.f. GFA
Other motor vehicle dealers	4412	N	N	P	P	N	N	N	<u>N</u>	N	1.0 per 600 s.f. GFA
Automotive parts	4413	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Furniture & home furnishings	442	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Electronics & appliances	443	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Building materials, garden supplies 444											
Building materials & supplies	4441	N	N	P	N	N	N	P	<u>P</u>	N	1.0 per 1,000 s.f. GFA
Paint & wallpaper	44412	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Hardware stores (section 30-103)	44413	N	P	P	P	N	N	C	<u>C</u>	N	1.0 per 350 s.f. GFA
Lawn & garden equipment & supplies stores	4442	N	P	P	P	P	P	P	<u>P</u>	P	1.0 per 350 s.f. GFA
Food stores (section 30-	445	N	P	P	P	N	N	C	<u>C</u>	N	1.0 per 350 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
103)											GFA
Beer, wine, & liquor stores (section 30-103)	4453	N	N	P	P	N	N	C	<u>C</u>	N	1.0 per 350 s.f. GFA
Health & personal care (Section 30-103)	446	N	P	P	P	N	N	C	<u>C</u>	N	1.0 per 350 s.f. GFA
Gasoline stations	447	N	P	P	P	N	N	P	<u>N</u>	P	1.0 per 600 s.f. GFA
Truck stops	44719	N	N	P	N	N	N	N	<u>N</u>	N	1.0 per 600 s.f. GFA
Clothing & accessory stores	448	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Sporting goods, Hobbies, Books, & Music	451	N	P	P	P	N	N	N	<u>N</u>	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	<u>C</u>	N	1.0 per 350 s.f. GFA
Miscellaneous retail	453	N	P	P	P	N	N	N	<u>N</u>	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	<u>C</u>	N	1.0 per 350 s.f. GFA
Flea markets	4533	N	N	P	N	N	N	P	<u>N</u>	N	1.5 per stall
Retail not elsewhere classified except grave monuments, fireworks, sexually oriented businesses	4539	N	N	P	N	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Manufactured home dealers	45393	N	N	P	N	N	N	N	<u>N</u>	N	1.0 per 600 s.f. GFA
Fireworks	453998	N	N	P	N	N	N	N	<u>N</u>	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	<u>N</u>	N	1.0 per 500 s.f. GFA
Miscellaneous retail	45399	N	N	P	N	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Non-store retailers	454	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Fuel dealers	45431	N	N	P	N	N	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Sector 48-49: Transportation Warehousing											
Air transportation	481	N	N	P	N	P	P	N	<u>N</u>	N	1.0 per 250 s.f. GFA
Rail transportation	482	N	N	P	P	P	P	P	<u>P</u>	P	1.0 per 500 s.f. GFA
Truck transportation	484	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Transit and ground passenger transportation	485	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Scenic & sightseeing transportation	487	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Support activities for transportation	488	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
U.S. Postal Service	491	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 350 s.f. GFA
Couriers & messengers	492	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Warehousing & storage	493	N	N	P	P	P	P	P	<u>N</u>	P	1.0 per 1,000 s.f. GFA
Sector 51: Information											
Publishing Industries	511	N	P	P	P	P	P	N	<u>N</u>	P	1.0 per 500 s.f.

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
											GFA
Motion pictures & sound industries	512	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Motion picture theaters	512131	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 5 seats
Broadcasting & telecommunications	513	N	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Communication tower & ant. (section 30-101)	5131	N	C	C	C	C	C	C	<u>C</u>	C	None
Info. services & data processing	514	N	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Libraries	519120	P	P	P	P	P	N	P	<u>P</u>	N	1.0 per 350 s.f. GFA
Sector 52: Finance & Insurance											
Banks	521	P	P	P	P	P	P	N	<u>P</u>	N	1.0 per 350 s.f. GFA
Credit Intermediation	522	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Pawn Shops	522298	N	N	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Security & commodity contracts, financial investments	523	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Insurance carriers & related activities	524	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Funds, trust, & other financial vehicles	525	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Sector 53: Real Estate & Rental & Leasing											
Real estate	531	P	P	P	P	P	P	P	<u>P</u>	N	1.0 per 350 s.f. GFA
Mini-warehouses	53113	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per storage units

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Rental & leasing services	532	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Video tape rental (section 30-103)	53223	N	P	P	P	N	N	C	<u>C</u>	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	<u>P</u>	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	<u>P</u>	N	1.0 per 350 s.f. GFA
Engineering, accounting, research management & related services	5412-9	P	P	P	P	P	P	N	<u>P</u>	N	1.0 per 350 s.f. GFA
Tax return prep. service	541213	P	P	P	P	N	N	P	<u>P</u>	N	1.0 per 500 s.f. GFA
Photographic studios, portraits	54192	P	P	P	P	N	N	N	<u>N</u>	N	1.0 per 300 s.f. GFA
Veterinary services	54194	N	N	P	N	N	P	P	<u>P</u>	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	<u>N</u>	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	<u>P</u>	P	1.0 per 750 s.f. GFA
Landscape services	56173	N	P	P	N	P	P	P	<u>P</u>	P	1.0 per 1,000 s.f. GFA
Refuse systems (section 30-104)	562	N	N	C	N	N	C	N	<u>N</u>	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	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Educational Services	611	P	P	P	P	N	N	N	<u>N</u>	N	1.0 per 200 s.f. GFA
Elementary schools	6111	P	P	P	P	N	N	P	<u>P</u>	P	2.0 per classroom plus 5 admin. spaces
Secondary schools	6111	P	P	P	P	N	N	P	<u>P</u>	P	5.0 per classroom plus 10 admin. spaces
Jr. colleges, colleges, universities, professional schools	6112-3	P	P	P	P	P	P	N	<u>N</u>	N	5.0 per classroom plus 2 per admin. office
Business schools, computer, & management training	6114-5	P	P	P	P	P	P	N	<u>N</u>	N	5.0 per classroom plus 2 per admin. office
Other schools and instruction	6116	P	P	P	P	P	P	N	<u>N</u>	N	5.0 per classroom plus 2 per admin. Office
Education support services	6117	P	P	P	P	P	P	N	<u>N</u>	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	<u>N</u>	N	1.0 per 150 s.f. GFA
Medical & dental laboratories	6215	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Home health care services	6216	P	P	P	P	P	N	P	<u>P</u>	N	1.0 per 500 s.f. GFA
Hospitals	622	N	N	P	P	P	N	N	<u>N</u>	N	0.7 per bed
Nursing & residential care facilities	623	P	P	P	P	P	N	P	<u>P</u>	P	0.4 per bed
Nursing Care facilities	623	N	N	P	N	N	N	P	<u>P</u>	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	<u>P</u>	P	0.4 per bed
Social services	624	N	N	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Individual & family social services	6241	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Community, food & housing & emergency & relief services	6242	N	N	P	P	P	N	N	<u>N</u>	N	
Rehabilitation services	6243	N	N	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Day care services	6244	P	P	P	P	P	P	P	<u>P</u>	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	<u>N</u>	N	1.0 per 200 s.f. GFA
Spectator sports	7112	N	N	P	P	N	N	N	<u>N</u>	N	By individual review
Museums, historical sites, & similar institutions	712	P	P	P	P	N	N	N	<u>N</u>	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	<u>N</u>	N	1.0 per 200 s.f. GFA
Golf courses & country clubs	71391	N	N	P	N	P	P	N	<u>N</u>	P	5.0 per hole
Marinas	71392	N	N	N	N	P	P	P	<u>P</u>	P	1.0 per slip
Public parks & playgrounds	71394	P	P	P	P	P	P	P	<u>P</u>	P	1% land area

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Physical fitness facilities	71394	N	P	P	P	P	P	N	<u>N</u>	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	P	P	N	N	N	<u>N</u>	N	5.0 per lane
Coin operated amusement non-cash payouts	71399	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 200 s.f. GFA
All other amusement & recreational industries	71399	N	N	P	N	N	N	N	<u>N</u>	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	<u>C</u>	C	1.5 per bedroom
Camps & recreational vehicle parks	721191	N	N	C	N	N	N	N	<u>N</u>	C	Not applicable
Rooming & boarding houses, dormitories, group housing	72121	N	N	P	N	N	N	N	<u>N</u>	N	1.0 per bedroom
Eating places	7221-3	N	P	P	P	P	P	P	<u>P</u>	N	1.0 per 150 s.f. GFA
Drinking places (section 30-110)	7224	N	N	C	C	N	N	N	<u>N</u>	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	<u>N</u>	N	1.0 per 500 s.f. GFA
Other repair (section 30-103)	8112-4	N	P	P	P	N	P	C	<u>N</u>	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 300 s.f. GFA
Personal & laundry services 812											
Personal care services	8121	N	P	P	P	N	N	P	<u>P</u>	N	2.5 per chair

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
											basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	<u>N</u>	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	<u>N</u>	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	<u>P</u>	P	None
Crematories	81222	N	N	N	N	N	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	<u>N</u>	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	<u>N</u>	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	<u>P</u>	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	<u>N</u>	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	N	N	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	<u>N</u>	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 250 s.f. GFA
Religious organizations	81311	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 350 s.f. GFA
All other organizations	8132-9	N	P	P	P	N	N	N	<u>N</u>	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	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Executive, legislative, & general govt.	921	P	P	P	P	P	N	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Justice, public order & safety	922	N	N	P	P	P	P	N	<u>N</u>	P	1.0 per 350 s.f. GFA
Courts	92211	N	N	P	P	N	N	P	<u>P</u>	P	1.0 per 350 s.f. GFA
Police protection	92212	P	P	P	P	P	P	P	<u>P</u>	P	1.0 per 350 s.f. GFA
Correctional institution	92214	N	N	P	P	N	P	N	<u>N</u>	P	1.0 per jail cell, plus 1.0 per 250 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	<u>P</u>	P	4.0 per bay
Administration of human resources	923	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Ad. of environ. quality & housing prog.	924-5	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Administration of economic programs	926	P	P	P	P	P	P	N	<u>N</u>	N	1.0 per 350 s.f. GFA
Space research & technology	927	N	N	P	P	P	P	N	<u>N</u>	N	
National Security & Internal Affairs	928	N	N	P	P	P	P	N	<u>N</u>	N	
Residential Uses											
Site built dwellings											
Single-family detached	NA	P	P	P	N	N	N	P	<u>P</u>	P	None
Duplex	NA	N	N	N	N	N	N	P	<u>N</u>	N	2.0 spaces per unit
Multi-family, apts. (section 30-109)	NA	N	N	P	C	P	N	N	<u>N</u>	N	1.5 spaces per unit
Rooming & boarding houses	72131	N	P	P	P	N	N	N	<u>N</u>	N	1.0 spaces per bedroom

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Manufactured dwellings											
Residential designed (section 30-94 ₁)	NA	N	N	N	N	N	N	C	<u>N</u>	C	2.0 spaces per unit
Standard designed (section 30-94 ₁)	NA	N	N	N	N	N	N	C	<u>N</u>	C	2.0 spaces per unit
Mobile homes (section 30-95 ₁)	NA	N	N	N	N	N	N	N	<u>N</u>	N	2.0 spaces per unit
Modular homes	NA	P	P	P	N	N	N	P	<u>N</u>	P	2.0 spaces per unit
Accessory Uses to Residential Uses											
Bathhouses & cabanas	NA	P	P	P	N	NA	NA	P	<u>P</u>	P	None
Domestic animal shelters	NA	P	P	P	N	NA	NA	P	<u>N</u>	P	None
Non-commercial greenhouses	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Private garage & carport	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Storage building	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Swimming pool, tennis courts	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Auxiliary shed, workshop	NA	P	P	P	N	NA	NA	P	<u>P</u>	P	None
Home occupation (section 30-98 ₁)	NA	P	P	P	P	NA	NA	C	<u>C</u>	C	None
Horticulture, gardening	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Family day care home	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Satellite dishes, etc.	NA	P	P	P	P	NA	NA	P	<u>P</u>	P	None
Buildings, structures	NA	P	P	P	P	P	P	P	<u>P</u>	P	None

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	<u>RU-1A</u>	RU-2	Off-Street Parking Requirements
Open storage (section 30-108)	NA	N	N	C	N	C	C	C	<u>N</u>	N	None
Temporary Uses											
All temporary uses (section 30-99)	NA	C	C	C	C	C	C	C	<u>C</u>	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				
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
<u>RU-1A</u>	<u>15,000</u>	<u>15,000</u>	<u>100</u>	<u>35</u>	<u>10</u>	<u>10</u>	<u>30</u>	<u>30</u>	<u>38</u>	<u>40</u>	<u>0.25</u>
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, November 19, 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
 Planning Commission Consideration :
 Planning Commission Public Hearing :
 Planning Commission Action :
 First Reading/Introduction : June 18, 2015
 Committee Referral : N/A
 County Council Public Hearing :
 Second Reading :
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 38-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

draft

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 19, 2015

AGENDA ITEM: Ordinance No. 14-2015/16
Second Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 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	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: November 19, 2015	
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.]

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.,~~ 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

- (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 ~~greater~~ least 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

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 <u>Amendment</u> Change and/or <u>Relief Sought</u> Variance Requested	Forms	Information	Fees*
Zoning <u>Map change</u> Amendment	Application forms provided by the zoning administrator	<ol style="list-style-type: none"> 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 <u>change</u> Amendment	Application forms provided by the zoning administrator	<ol style="list-style-type: none"> 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.,~~ 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				
\$500.00	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 ~~greater~~ 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 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, 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.

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

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 <u>Amendment/Change</u> and/or <u>Relief Sought/Variance Requested</u>	Forms	Information	Fees*
Zoning <u>Map change/Amendment</u>	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 <u>change/Amendment</u>	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/ <u>Special Exceptions</u>	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.

ATTACHMENTS:

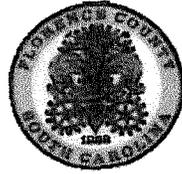
1. Planning and Zoning Fee Schedule

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, November 19, 2015

AGENDA ITEM: Ordinance No. 15-2015/16
Second Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 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	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: November 19, 2015	
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.

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:

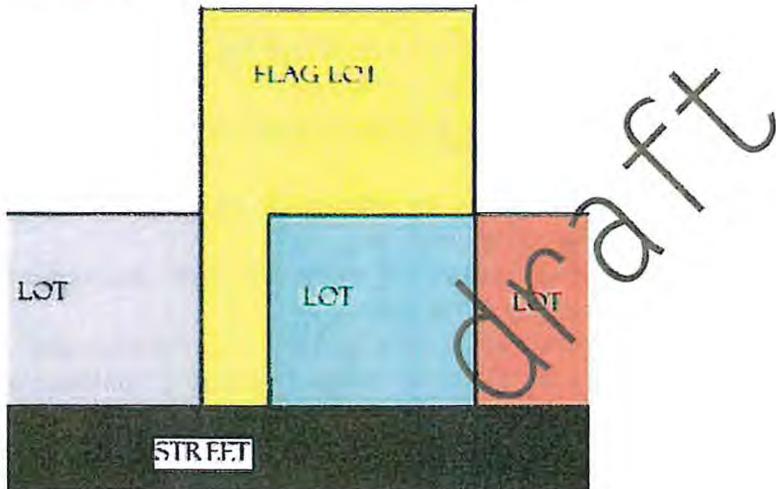
1. Lots must be at least two ~~five~~ acres or more.

2. ~~Lots must meet 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~~lanning ~~D~~irector 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~~lanning ~~D~~irector may choose to ~~forward to~~ have the ~~development reviewed by~~ the Florence County/~~Municipal~~ Planning Commission (~~planning commission~~). The ~~P~~lanning ~~D~~irector 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



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)

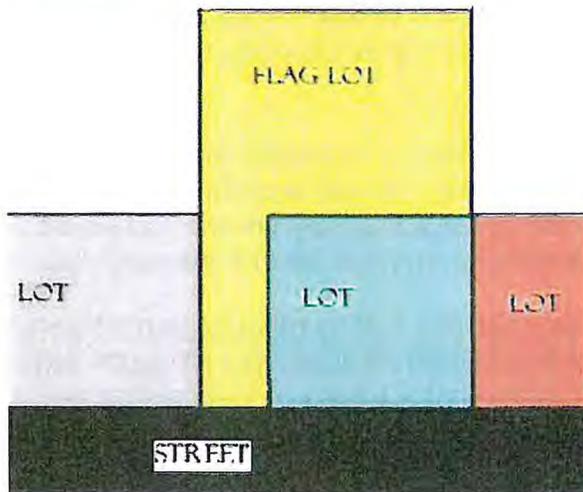
Flag lots: Flag lots as a means to develop residential property are permitted ~~only allowed once from a single parcel, only~~ if the following conditions are met:

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

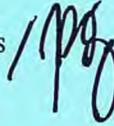
AND SUBDIVISION ORDINANCE, ARTICLE V. - MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations.

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 19, 2015

AGENDA ITEM: Ordinance No. 16-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto St., Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approx. 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); And Other Matters Related Thereto.]

(Planning Commission approved 6 to 1; Council District 4)

POINTS TO CONSIDER:

1. The subject property is currently zoned Rural Community District (RU-1).
2. Surrounding land uses consist of Commercial Business, Institutional, 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 map amendment to B-3 is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Rural Preservation, while a residential land use in general, also contains land uses and zone districts with permitted commercial development.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 16-2015/16
2. Staff report for PC#2015-18
3. Location Map
4. Zoning Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 27, 2015	Council Clerk, certify that
Planning Commission Public Hearing	: October 27, 2015	this Ordinance was
Planning Commission Action	: October 27, 2015 [Approved 6-1]	advertised for Public
First Reading/Introduction	: November 19, 2015	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 16-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto St., Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approx. 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); 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 October 27, 2015.

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

1. Property located on W. Palmetto St., Florence, bearing Tax Map No. 00076, Block 01, Parcel 083 is hereby rezoned to General Commercial District (B-3).
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
OCTOBER 27, 2015
PC#2015-18**

SUBJECT: Map Amendment request from Rural Community District (RU-1) to General Commercial District (B-3)

LOCATION: Parcel is located on W. Palmetto St., Florence, SC

TAX MAP NUMBER: 00076, Block 01, Parcel 083

COUNCIL DISTRICT(S): 4; County Council

OWNER OF RECORD: James E. & Phyllis P. Andrews

APPLICANT: Greg Hendrick

LAND AREA: 19.67 Acres

WATER /SEWER AVAILABILITY: City of Florence

**ADJACENT WATERWAYS/
BODIES OF WATER:** None

FLOOD ZONE: Flood Zone: X

SUROUNING LAND USE:

North: Vacant Land, Rural Community District (RU-1), Florence County
South: Mobile Homes, Unzoned District (UZ) Single Family Residential,
Commercial Business, General Commercial District (B-3), Florence County
West: Single Family Residential District, Vacant Land, Unzoned District (UZ)
Florence County
East: Institutional, Rural Community District (RU-1), Florence County

STAFF RECOMMENDATION:

Approve as submitted.

STAFF ANALYSIS:

History

The Rural Community District (RU-1) and General Commercial District (B-3) zoning reflects the original zoning of the parcel with the Zoning Ordinance and Maps from the early 1990's, prior to the consolidation of Municipal and County Planning Departments. The approximate acreage for B-3 is 4.67, the remaining zoned RU-1, and total acreage for the parcel is 19.67. This parcel has not made prior application of the Planning Commission or Board of Zoning Appeals.

For an adjacent parcel, Planning Commission in November 1999, voted unanimously to recommend approval of the map amendment to General Commercial District (B-3) from Rural Community District (RU-1), 00076-01-065, on West Palmetto Street. Subsequently, County Council approved on January 20, 2000 a map amendment to General Commercial District (B-3). The requested map amendment was for development of a marine business.

Existing and Proposed Zoning:

The subject parcel currently has a commercial structure on the front portion with the remaining portion, vacant and currently zoned Rural Community District (RU-1). The parcel is contiguous to Rural Community District (RU-1) and General Commercial District (B-3). The applicant has requested a map amendment to General Commercial District (B-3).

The General Commercial District (B-3) offers a wide range of land uses which includes but is not limited to residential, agricultural, manufactured homes, multi-family, professional services, restaurants, retail, as well as gas stations, liquor stores, bars/nightclubs and certain forms of adult entertainment. The applicant has plans to develop multi-family housing, which is not a permitted land use, in the existing Rural Community District (RU-1).

The Multi-Family Residential District (R-5 & R-5A) allows for higher density residential development such as townhouses and other multi-family uses without the commercial uses that the General Commercial District (B-3) has as permitted land uses. The land uses in these districts are strictly residential in nature.

A split-zoned parcel is a parcel or lot with two or more zoning designations. As previously stated, currently a portion of the existing parcel is General Commercial District (B-3) with the majority being Rural Community District (RU-1). Rezoning the remaining portion of the parcel to General Commercial District (B-3) would eliminate any potential problems that split-zoning could cause in the future.

Traffic Review:

Present access to the parcel is by way of West Palmetto Street. The map amendment to this parcel could have a minimal 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 General

Commercial District (B-3) is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Rural Preservation, while a residential land use in general, also contains land uses and zone districts with permitted commercial development.

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.

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.

Business districts: General Commercial District (B-3): the intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and the larger region in which it holds a central position.

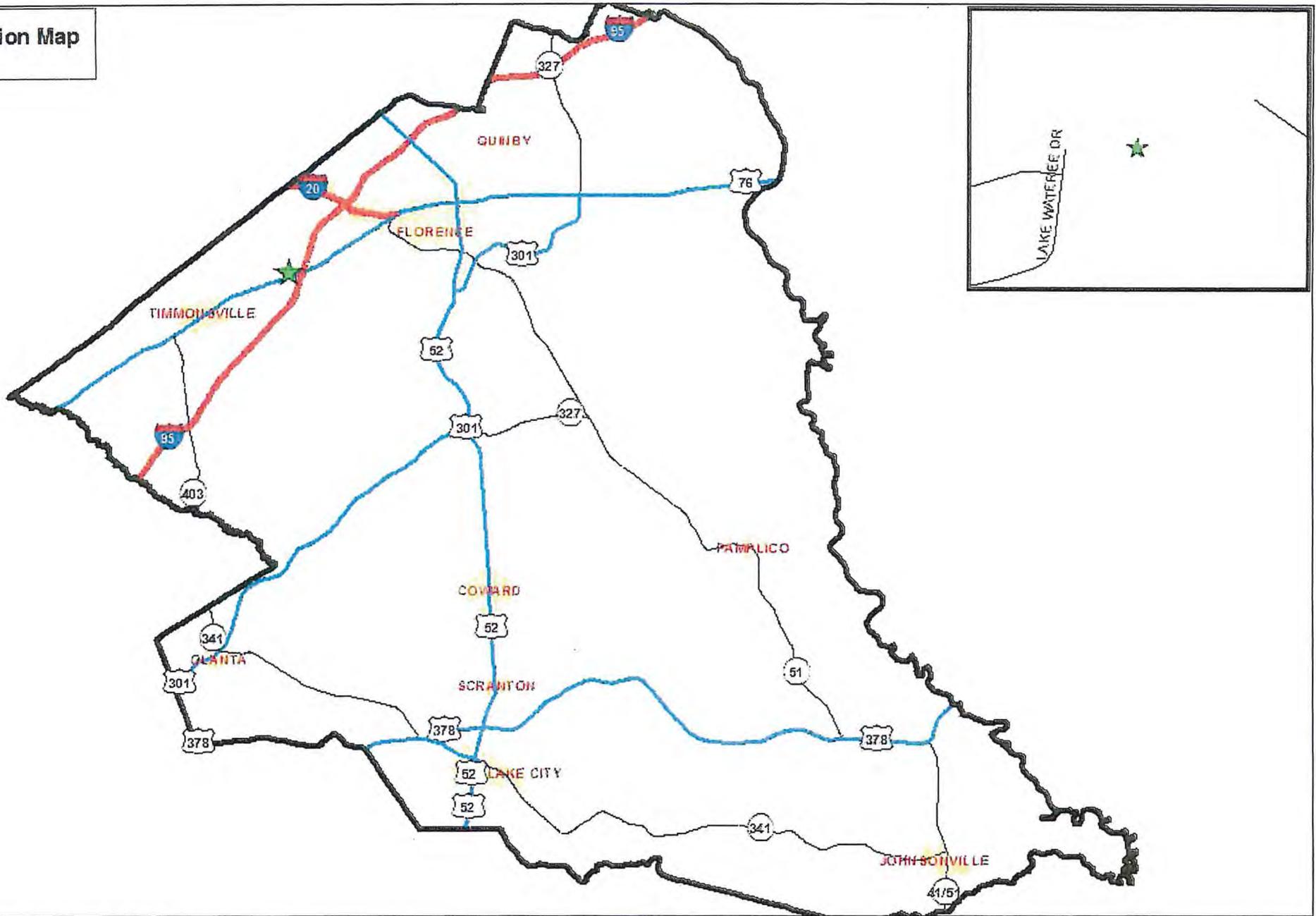
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 27, 2015:

Seven Planning Commission members voted 6 to 1 to approve the zoning amendment request.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on W. Palmetto Street, Florence, SC from Rural Community District (RU-1) to General Commercial District (B-3).

Location Map



0 1.5 3 4.5 6 Miles



-238-

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-10-20



Council District(s): 4
PC#2015-18

2015 Aerial



0 250 500 1,000 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-08-22



Council District(s): 4
PC#2015-18

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 19, 2015

AGENDA ITEM: Ordinance No. 17-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis St., Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approx. One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); And Other Matters Related Thereto.]

(Planning Commission approved 7 to 0; Council District 1)

POINTS TO CONSIDER:

1. The subject property is currently zoned Multi-Family Residential District, Limited (R-4).
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 Future Land Use Map. The request for the map 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. 17-2015/16
2. Staff report for PC#2015-19
3. Location Map
4. Zoning Map
5. Aerial Map
6. Lake City Vicinity Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 27, 2015	Council Clerk, certify that
Planning Commission Public Hearing	: October 27, 2015	this Ordinance was
Planning Commission Action	: October 27, 2015 [Approved 7-0]	advertised for Public
First Reading/Introduction	: November 19, 2015	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 17-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis St., Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approx. One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); 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 October 27, 2015.

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

1. Property located at 505 Davis St., Lake City, bearing Tax Map No. 00169, Block 31, Parcel 311 is hereby rezoned to Rural Community District (RU-1).
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
OCTOBER 27, 2015
PC#2015-19**

SUBJECT: Map Amendment request from Multi-Family Residential District, Limited (R-4) to Rural Community District (RU-1)

LOCATION: Parcel is located at 505 Davis Street, Lake City, SC

TAX MAP NUMBER: 00169, Block 31, Parcel 311

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Danielle Washington

APPLICANT: Danielle Washington

LAND AREA: 1 Acre

WATER /SEWER AVAILABILITY: City of Lake City

**ADJACENT WATERWAYS/
BODIES OF WATER:** None

FLOOD ZONE: Flood Zone: X

SUROUNING LAND USE:

North: Single-Family Residential (R-4), (RU-1), Florence County
South: Single-Family Residential (R-4), Vacant Land (R-4) Florence County
West: Single-Family Residential (R-4), Florence County
East: Single-Family Residential, City of Lake City

STAFF RECOMMENDATION:

Approve as submitted.

STAFF ANALYSIS:

History

The Multi-Family Residential District, Limited (R-4) 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, namely 00169-31-012, 605 Davis Street and 00169-31-065, 626 Moore Street, requested and were granted a Map Amendment in May 2008 and November 2005 respectively from R-3 to RU-1 for the same purpose; to place a manufactured home on the parcel. Within 1000 feet of the proposed map amendment, is a Manufactured Home Park Azalea Acres, with 138 lots, in the Unzoned District.

Planning Commission, in 2005, voted unanimously to deny the map amendment for 626 Moore Street; however, County Council approved the map amendment as submitted, on February 2, 2006. Planning Commission in 2008, voted unanimously to approve the map amendment for 605 Davis Street, with the inclusion of an adjacent parcel, 00169-31-012, owned by the same family, Burgess. County Council on July 17, 2008, approved the map amendment as submitted, for the one parcel, 605 Davis Street.

Existing and Proposed Zoning:

The subject parcel is currently vacant and zoned Multi-Family Residential District, Limited (R-4). The parcel is contiguous to Rural Community District (RU-1) and Multi-Family Residential District, Limited (R-4). The parcel is approximately one (1) acre within the County of Florence. The applicant has requested a map amendment for the parcel to Rural Community District (RU - 1).

Rural Community District (RU-1) 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 a manufactured home to be placed on the property which would not be allowed in the existing Multi-Family Residential District, Limited (R-4).

Traffic Review:

Present access to the parcel is by way of Davis Street. The map amendment to this parcel should not have an impact 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: Multi-Family Residential District, Limited (R-4): This district is intended to promote and accommodate residential development consisting principally of single-family and two-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.

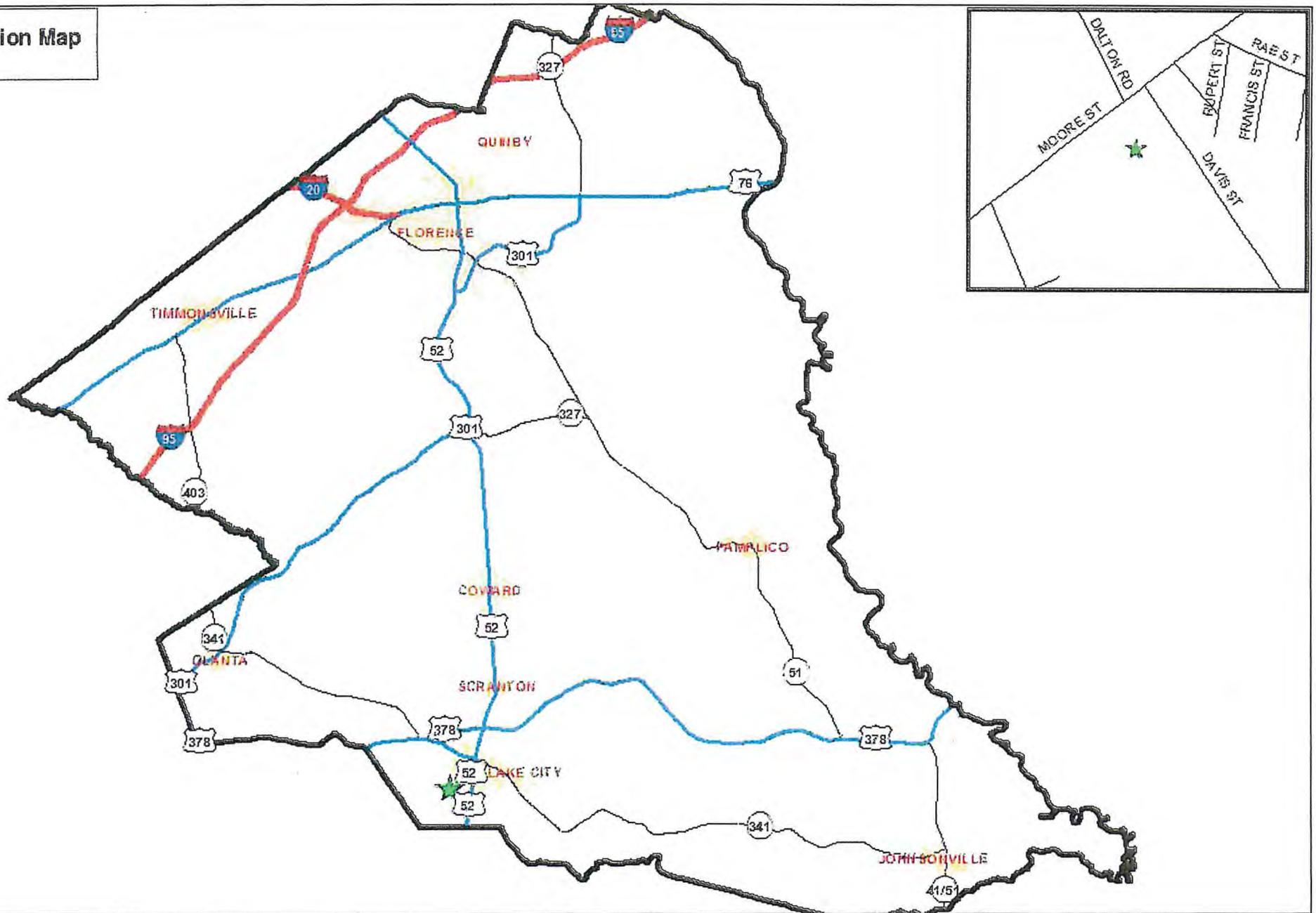
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 27, 2015:

Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the parcel located at 505 Davis Street, Lake City, SC from Multi-Family Residential District, Limited (R-4) to Rural Community District (RU-1).

Location Map



0 1.5 3 4.5 6 Miles



-246-

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-09-23



Council District(s): 1
PC#2015-19

2015 Aerial



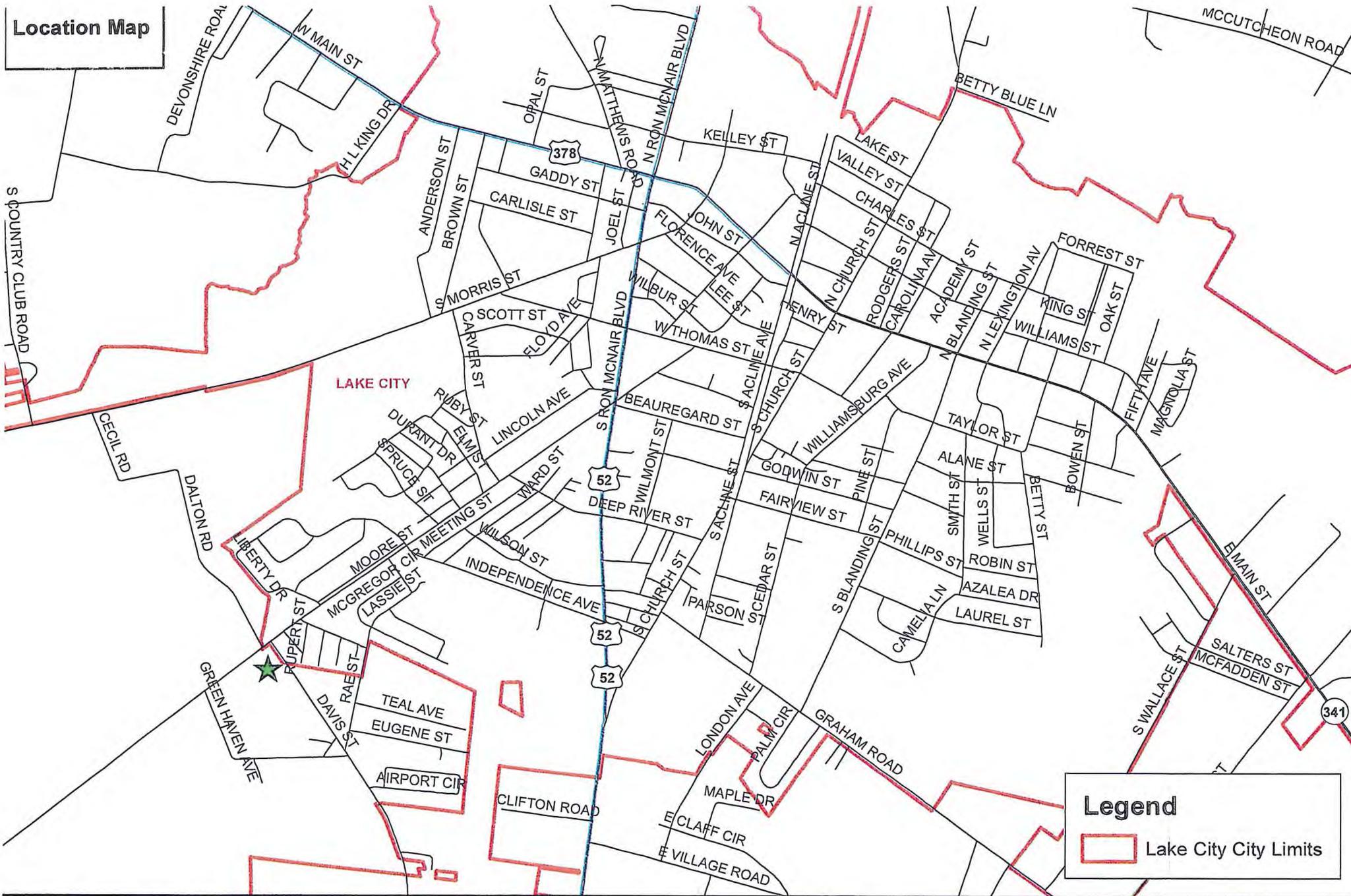
0 100 200 400 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-09-23



Council District(s): 1
PC#2015-19

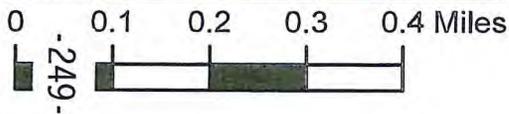
Location Map



LAKE CITY

Legend

 Lake City City Limits



Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 2015-09-23



Council District(s): 1
PC#2015-19

FLORENCE COUNTY COUNCIL MEETING
November 19, 2015

AGENDA ITEM: Introduction of Ordinance No. 18-2015/16

DEPARTMENT: Economic Development Partnership

ISSUE UNDER CONSIDERATION:

(An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.)

OPTIONS:

1. ***(Recommended)*** Introduce Ordinance No. 18-2015/16
2. Provide An Alternate Directive

ATTACHMENT:

1. Copy of proposed Ordinance No. 18-2015/16

Sponsor(s)	: Economic Development	I, _____,
First Reading/Introduction	: November 19, 2015	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: N/A	Public Hearing on _____, 2015.
Committee Reconsideration	: N/A	
Second Reading	: _____, 2015	
Public Hearing	: _____, 2015	
Third Reading	: _____, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 18-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.)

BE IT ORDAINED BY THE COUNTY COUNCIL OF FLORENCE COUNTY, SOUTH CAROLINA:

SECTION I: Florence County is hereby authorized to develop an industrial and business park jointly with Marion County (the "Park"). The Park shall initially consist of land located only in Marion County as authorized by Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

SECTION II: Florence County will enter into a written agreement to develop the Park jointly with Marion County in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Park Agreement"). The Chairman of Florence County Council, Florence County Administrator, and Florence County Clerk to Council are hereby each authorized to execute the Park Agreement on behalf of Florence County, with such changes thereto as they shall deem, upon advice of counsel, necessary, provided that such changes do not materially change the import of the matters contained in the form of agreement set forth in Exhibit A.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in their respective FILOT agreements which fees will be divided between the two Counties as set forth in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Florence County. That portion of such revenues allocated pursuant to the Park Agreement to Marion County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Marion County as soon as practical but no later than forty-five (45) business days following receipt thereof. With respect to properties located in the Marion County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer

of Marion County. That portion of such revenues allocated pursuant to the Park Agreement to Florence County shall be thereafter paid by the Treasurer of Marion County to the Treasurer of Florence County as soon as practical but no later than forty-five (45) business days following receipt thereof. Penalties for late payment by taxpayers will be assessed at the same rate as late tax payments. Any late payment by the counties to each other beyond the dates set forth herein will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Florence County and Marion County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

SECTION IV: Any ordinances of Florence County and Marion County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Florence County and Marion County. In no event, for example, will the zoning, health and safety regulations, and building code requirements in Marion County apply to property located solely in Florence County.

SECTION V: The Sheriffs' Departments of Florence County and Marion County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Florence County and Marion County.

SECTION VI: Revenues generated from industries or businesses located in the Park to be retained by Florence County pursuant to the Park Agreement shall be distributed within Florence County in the following manner:

First, unless Florence County elects to pay or credit the same from only those revenues which Florence County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Florence County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina, 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, at the option of Florence County, to reimburse Florence County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein and to fund economic development activities (including any incentives provided to industries and businesses) inside and outside the Park as determined by the County Council of Florence County from time to time; and

Third, to taxing districts within Florence County, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties; (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by

ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Florence County Council pertaining to the Park.

SECTION VIII: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

draft

Exhibit A

Form of Park Agreement

draft

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR THE DEVELOPMENT
)	OF A JOINT INDUSTRIAL
COUNTY OF FLORENCE)	AND BUSINESS PARK
COUNTY OF MARION)	(PROJECT BOOMER)

This multi-county park agreement initially applies only to the following property located entirely in Marion County: (i) the Project Boomer Property, as more fully described on Exhibit A (Marion) hereto.

This multi-county park agreement does not initially apply to any property in Florence County.

More specific information on the property subject to the agreement, which can be expanded from time to time, may be found in the body of this agreement and in the exhibits.

This agreement for the development of a joint industrial and business park to be located within Florence County, South Carolina (“Florence County”) and Marion County, South Carolina (“Marion County”) is made and entered into as of this ____ day of _____, 2015, by and between Florence County and Marion County (the “Agreement”).

WITNESSETH:

WHEREAS, Florence County and Marion County are contiguous counties which, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, as well as Ordinance No. _____, adopted by Marion County Council on _____, 2015, and Ordinance No. _____ adopted by Florence County Council on _____, 2015 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Marion County and in Florence County a Joint County Industrial and Business Park (the “Park”), to be located upon property described in Exhibit A (Marion) and Exhibit B (Florence) hereto, respectively; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption, in accordance with their agreements with the County where such property is located.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Florence County and Marion County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in the State of South Carolina. Section 4-1-170 of the Code satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Marion County, as further identified in Exhibit A (Marion) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Florence County and Marion County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property in the Park. As of the date of the Agreement, no property subject to the Agreement is located within the boundaries of a municipality.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Marion) or Exhibit B (Florence), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Florence County Council and Marion County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Florence County Council and by Marion County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Florence County Council and by Marion County Council. Notice of such public hearings shall be published in newspapers of general circulation in Florence County and Marion County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable,

the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Florence County and Marion County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Florence County portion of the Park:

(1)	Florence County	100%
(2)	Marion County	0%

If property is in the Marion County portion of the Park:

(1)	Florence County	0%
(2)	Marion County	100%

6. Allocation of Revenues. Florence County and Marion County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes (net of any special source revenue credits provided by either county) in the following proportions:

If property is in the Florence County portion of the Park:

(1)	Florence County	99%
(2)	Marion County	1%

If property is in the Marion County portion of the Park:

(1)	Florence County	1%
(2)	Marion County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Florence County and to Marion County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Florence County or Marion County by way of fees in lieu of taxes generated from property located within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all

taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Florence County by way of fees in lieu of taxes generated from property located within Marion County shall be distributed solely to Florence County. Revenues allocated to Marion County by way of fees in lieu of taxes generated from property located within Florence County shall be distributed solely to Marion County.

8. Fees in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as Amended. It is hereby agreed that the entry by Florence County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as amended (“Negotiated FILOT Agreements”), with respect to property located within the Florence County portion of the Park and the terms of such agreements shall be at the sole discretion of Florence County. It is further agreed that entry by Marion County into any one or more Negotiated FILOT Agreements with respect to property located within the Marion County portion of the Park and the terms of such agreements shall be at the sole discretion of Marion County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Florence County and Marion County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Florence County and Marion County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county. Notwithstanding

the foregoing, this Agreement may not be terminated to the extent that either Florence County or Marion County has outstanding commitments to any owner or lessee of property located in the Park requiring designation of such property as part of a multi-county industrial or business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), unless such County shall first (i) obtain the written consent of such owner or lessee or (ii) designate such parcel as part of another multi-county industrial or business park pursuant to the Act effective immediately upon termination of this Agreement.

IT IS HEREBY AGREED.

MARION COUNTY, SOUTH CAROLINA

Signature: _____
Name: Buddy Collins
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: Sabrina Davis
Title: Clerk of County Council

FLORENCE COUNTY, SOUTH CAROLINA

Signature: _____
Name: Roger M. Poston
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: Connie Y. Haselden
Title: Clerk of County Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

MARION COUNTY PROPERTY

PROJECT BOOMER PROPERTY

draft

EXHIBIT B

FLORENCE COUNTY PARCELS

None as of _____, 2015

draft

FLORENCE COUNTY COUNCIL

November 19, 2015

AGENDA ITEM: Introduction of Ordinance No. 19-2015/16 by Title Only

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 19-2015/16 by Title Only.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Title of Ordinance No. 19-2015/16

Sponsor(s) : County Council
Introduction : November 19, 2015
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Public Hearing :
Second Reading :
Third Reading :
Effective Date :

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

ORDINANCE NO. 19-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.]

draft

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Boards & Commissions
Developing Communities Commission

DEPARTMENT: County Council

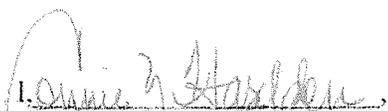
ISSUE UNDER CONSIDERATION:

Appoint Members To Serve On The Newly Established Developing Communities Commission With Appropriate Expiration Terms.

ATTACHMENTS:

1. Copy of Enacting Ordinance.

Sponsor(s) : County Council
Introduction : August 20, 2015
Committee Referral : August 20, 2015
Committee Consideration Date : September 1, 2015
Committee Recommendation : Approve w/ Revisions
Public Hearing : September 17, 2015
Second Reading : September 17, 2015
Third Reading : October 15, 2015
Effective Date : Immediately


L. Annie H. Haskins,
Council Clerk, certify that the
ad for a Public Hearing on this
Ordinance ran on: 08/30/15

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 Timmons ville. 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.

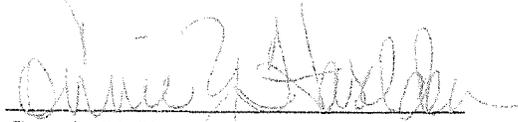
SECTION 3. Assistance by County

- 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 Director of the Florence County Economic Development Partnership with harmonious consultation with Florence County Administration, NESAC, 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



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

SIGNED:



Roger M. Poston, Chairman
Florence County Council

COUNCIL VOTE: *approved*
OPPOSED: 0
ABSENT: 0

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Boards & Commissions
Florence County Museum Board

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

ISSUE UNDER CONSIDERATION:

Approve The Appointment Of Mrs. Jacqueline Mouzon To Serve On The Florence County Museum Board, Representing Council District 1 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. 18-2008/09

APPOINTED BY:

County Council

The Florence County Museum Board (FCMB) shall consist of thirteen (13) members. Nine (9) members shall be appointed by the County Council, two (2) members recommended by Florence Museum Corporation and two (2) members recommended by Lake City Museum Corporation. After initial staggered terms, terms shall be for four years or until successors are appointed and qualified.

<u>COUNCIL DISTRICT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Vacant due to Resignation	6/2016
2	Murriel Calcutt P O Box 376 Pamplico, SC 29583	6/2019 843.687.7631
3	Dr. John Keith 1530 McChure Court Florence, SC 29505	6/2014 843.667.6710
4	Jenny Levine 3369 Lakeshore Drive Florence, SC 29501 jenny@jslevine.com	6/2016 843.229.5750
5	Ben Zeigler 1831 W. Evans St., Ste. 315 P O Box 6617 Florence, SC 29502-6617 bzeigler@sinklerboyd.com	6/2019 843.669.6002 - O
6	Kevin Barth 2220 Timberlane Drive Florence, SC 29506	6/2014
7	Donna H. Goodman 3843 N. Williston Road Florence, SC 29506	6/2016 843.669.6699 (H) 843.992.0953 (C)

- | | | |
|----|--|--|
| 8 | Vacant due to Resignation | 6/2019 |
| | | |
| 9 | William H. Hoylen, II
3024 Watersedge Lane
Florence, SC 29501 | 6/2018
843.669.2330 (H)
843.665.2196 (W) |
| | | |
| 10 | Jumana Swindler
800 E. Cheves St., Ste. 150
Florence, SC 29506
jswindler@mcleodhealth.org | 6/2018
843.777.5047 (W) |
| | | |
| 11 | Becky Crawford
531 Iris Drive
Florence, SC 29501
kitco@msn.com | 6/2016
843.665.7727 (W) |
| | | |
| 12 | Milton Ray McBride (LC Museum Corporation)
111 Henry Street
Lake City, SC 29560 | 6/2018
843.307.7506 |
| | | |
| 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

November 19, 2015

AGENDA ITEM: Boards & Commissions
Florence County Museum Board

DEPARTMENT: County Council
Community Museum Society, Lake City

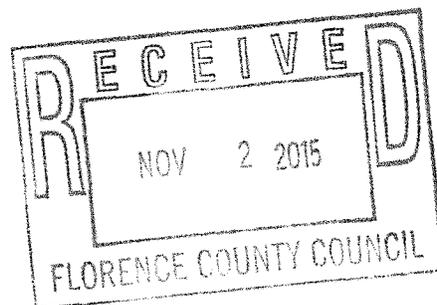
ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of The Community Museum Society Board To Appoint Karen Fowler To Serve On The Museum Board, Replacing Ray McBride (Who Is No Longer A Florence County Resident), With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter of Recommendation and Corporate Resolution from The Community Museum Society Board.
2. List of current County appointees to the Florence County Museum Board.

Community Museum Society
238 East Main Street
Lake City, SC 29560
(843) 374-1506



October 30, 2015

Connie Haselden
180 North Irby Street
Florence, SC 29501

Dear Ms Haselden:

At their regularly scheduled meeting on August 19, 2015, the Community Museum Society Board appointed Karen Fowler as the new CMS Board representative on the Florence County Museum Board replacing Ray McBride and joining Ann Rodgers Chandler.

Please let me know if you need additional information.

Best regards,

Ashley Jacobs
Executive Director, Community Museum Society

cc: Becky Crawford, Chair, Florence County Museum Board
Andrew Stout, Director, Florence County Museum

FLORENCE COUNTY MUSEUM BOARD

AUTHORITY: Ordinance No 29-2007/08
Ordinance No. 10-2008/09

APPOINTED BY: County Council

The Florence County Museum Board (FCMB) shall consist of thirteen (13) members. Nine (9) members shall be appointed by the County Council, two (2) members recommended by Florence Museum Corporation and two (2) members recommended by Lake City Museum Corporation. After initial staggered terms, terms shall be for four years or until successors are appointed and qualified.

<u>COUNCIL DISTRICT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Vacant due to Resignation	6/2016
2	Murriel Calcutt P O Box 376 Pamplico, SC 29583	6/2019 843.687.7631
3	Dr. John Keith 1530 McClure Court Florence, SC 29505	6/2014 843.667.6710
4	Jenny Levine 3369 Lakeshore Drive Florence, SC 29501 jennv@jlevine.com	6/2016 843.229.5750
5	Ben Zeigler 1831 W. Evans St., Ste. 315 P O Box 6617 Florence, SC 29502-6617 bzeigler@sinklerboyd.com	6/2019 843.669.6002 - O
6	Kevin Barth 2220 Timberlane Drive Florence, SC 29506	6/2014
7	Donna H. Goodman 3843 N. Williston Road Florence, SC 29506	6/2016 843.669.6699 (H) 843.992.0953 (C)

8	Vacant due to Resignation	6/2019
9	William H. Hoylen, II 3024 Watersedge Lane Florence, SC 29501	6/2018 843.669.2330 (H) 843.665.2196 (W)
10	Jumana Swindler 800 E. Cheves St., Ste. 150 Florence, SC 29506 jswindler@mcleodhealth.org	6/2018 843.777.5047 (W)
11	Becky Crawford 531 Iris Drive Florence, SC 29501 kitco@msn.com	6/2016 843.665.7727 (W)
12	Milton Ray McBride (LC Museum Corporation) 111 Henry Street Lake City, SC 29560	6/2018 843.307.7506
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

November 19, 2015

AGENDA ITEM: Boards & Commissions
Pee Dee Mental Health Center Board of Directors

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Re-Appointment of Sharon H. Ackerman To Serve On The Pee Dee Mental Health Center Board Of Directors, Seat 1, With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter of recommendation from Dr. Gregory V. Browning, Chairman, Pee Dee Mental Health Center Board of Directors.
2. Current list of Board members.



State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:

Alison Y. Evans, PsyD, Chair
Joan Moore, Vice Chair
Beverly Cardwell
Jane B. Jones
Everard Rutledge, PhD
J. Buxton Terry
Sharon L. Wilson

STATE DIRECTOR

John H. Magill

September 24, 2015

The Honorable Roger M. Poston
Chairman, Florence County Council
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Dear Chairman Poston:

We are respectfully submitting the following name for consideration and nomination to Governor Nikki Haley, for re-appointment to the Pee Dee Mental Health Center Board of Directors, representing Florence County:

Seat # 1

Sharon H. Ackerman
2180 Twin Bridge Drive

Florence, South Carolina 29505

(Appointed: 07/29/13; Term Commencing 12/31/11; Expiring 12/31/15)

In her capacity as a Board member, Ms. Ackerman has well represented the citizens of Florence County. The Board is very pleased with her dedicated service and active participation in meetings.

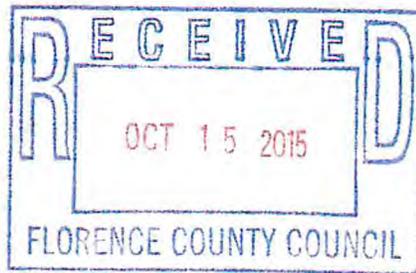
We shall greatly appreciate your efforts to expedite this process of your recommendation to the Governor. Thank you for your continued interest and support.

Yours truly,

Dr. Gregory V. Browning, Chairman
Pee Dee Mental Health Center Board of Directors

Cc: Connie Haselden, Clerk to Council

Pee Dee
Mental Health Center
125 East Cheves Street
Florence, SC 29506
Information: (843) 317-4089
Patrick M. Bresnan, MBA, Executive Director



MISSION STATEMENT

To support the recovery of people with mental illnesses.



8

Nadine Livingston – Vice Chair
Post Office Box 13362
Florence, SC 29504
Re-Appointment Pending – Letter to Governor 02/18/10

12/2009

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Boards & Commissions
Pee Dee Workforce Development Board

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of The Pee Dee Workforce Development Board For The Appointment Of Pamela Company To Serve On The Board As The Vocational Rehabilitation Representative, With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter of recommendation from Joette R. Dukes, Workforce Development Director, Pee Dee Workforce Development Board.
2. Current list of Board members.

POST OFFICE BOX 5719
FLORENCE, SOUTH CAROLINA 29502
TEL. 843-669-3138
FAX. 843-679-3743



November 5, 2015

Mr. Roger Poston, Chairman
Florence County Council
180 N. Irby Street, MSC-G
Florence, SC 29501

Dear Mr. Poston:

Due to her acceptance of employment with the SC Vocational Rehabilitation Department's State Office, Ms. Carol Anderson has resigned her position on the Pee Dee Workforce Development Board as the Vocational Rehabilitation representative. Ms. Anderson's three-year term will expire on June 30, 2018.

Please find attached a letter of nomination from the SC Vocational Rehabilitation Department for Pamela Company, the new Vocational Rehabilitation Area Supervisor, to replace Ms. Anderson and complete her unexpired term.

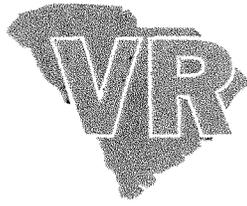
Please place this matter on County Council's agenda at your earliest convenience. For our records, a written response as to the disposition of this matter would be appreciated.

If there are any questions regarding this matter you may call me at (843) 669-3138.

Sincerely,

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

Joette R. Dukes, CGFO
Workforce Development Director



Vocational
Rehabilitation

Let's go to work

October 22, 2015

Pee Dee Regional Council of Governments Workforce Development
Attention: Ms. Joette Dukes, Workforce Development Director
2314 Pisgah Road
Florence, South Carolina 29501

Dear Ms. Dukes,

Please be advised that Ms. Carol Anderson is no longer the Area Supervisor of our Florence Area Office. Effective October 2, 2015, Ms. Pamela Company assumed the Area Supervisor role for this office.

I wish to nominate Ms. Pamela Company to replace Ms. Carol Anderson to serve on the Workforce Development Board.

I value the excellent working relationship between SCVRD and the Pee Dee Regional Council of Governments Workforce Development and look forward to our continued partnership. Please don't hesitate to contact me if I can be of assistance to you.

Sincerely,

Barbara G. Hollis
Commissioner

Barbara G. Hollis, Commissioner

The South Carolina Vocational Rehabilitation Department prepares and assists eligible South Carolinians with disabilities to achieve and maintain competitive employment

State Office • 1410 Boston Avenue • P.O. Box 15 • West Columbia, South Carolina 29170 • scvrd.net
303-896-6500 (Office) • 303-896-6553 (Fax) • 300-832-7526 (Toll free)
803-896-6553 (TTY) • info@scvrd.state.sc.us

WORKFORCE DEVELOPMENT BOARD

FLORENCE COUNTY: 8 MEMBERS

RESPONSIBILITY: Provide Oversight to Workforce Innovation and Opportunity Act Programs

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

<u>Appointee</u>	<u>Expiration Date</u>
Joyce Hill, Staff Administrator of Training Honda 1111 Honda Way Timmonsville, SC 29161	6/30/2016
Max Welch Associate Director of SIMT Florence-Darlington Technical College Post Office Drawer 100548 Florence, SC 29501-0548	6/30/2016
Ms. Cindy Bryant Human Resource McCall Farms 6615 S. Irby St. Effingham, SC 29541	6/30/2018
Vacant due to Resignation South Carolina Vocational Rehabilitation Dept. 1947 W. Darlington Street Florence, SC 29501	6/30/2018
Vicky Tyner SC Works Florence 1558 West Evans Street Florence, SC 29501 669-4271 ext. 133	6/30/2018

Les Echols
Greater Florence Chamber of Commerce
459 Harborough Court
Florence, SC 29501
665-0515 (W)
616-1030 (H)

6/30/2017

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

6/30/2016

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

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

6/30/2017

FLORENCE COUNTY COUNCIL MEETING

November 19, 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 September 30, 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 09/30/15**

	YEAR-TO-DATE			
	BUDGETED REVENUE	ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	38,908,243	30,848,895	8,059,348	20.71%
Licenses & Permits	1,409,900	246,000	1,163,900	82.55%
Fines & Fees	3,185,500	606,805	2,578,695	80.95%
Intergovernmental	5,793,083	241,528	5,551,555	95.83%
Sales and Other Functional	5,485,600	1,191,334	4,294,267	78.28%
Miscellaneous	481,500	(41,353)	522,853	108.59%
Operating Transfers	(610,119)	-	(610,119)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	54,653,707	33,093,208	21,560,499	39.45%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY16
07/01/15 TO 09/30/15**

		YEAR-TO-DATE			
EXPENDITURES		BUDGETED EXPENDITURE	ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
10-411-401	County Council	342,123	68,014	274,109	80.12%
10-411-402	Administrator	646,688	116,066	530,621	82.05%
10-411-403	Clerk of Court	1,862,130	373,150	1,488,980	79.96%
10-411-404	Solicitor	1,112,263	246,706	865,557	77.82%
10-411-405	Judge of Probate	596,983	122,446	474,537	79.49%
10-411-406	Public Defender	779,093	157,748	621,345	79.75%
10-411-407	Magistrates	2,349,647	495,863	1,853,784	78.90%
10-411-409	Legal Services	79,000	9,925	69,075	87.44%
10-411-410	Voter Registration & Elections	662,593	115,314	547,279	82.60%
10-411-411	Finance	781,527	167,237	614,290	78.60%
10-411-412	Human Resources	400,034	81,291	318,743	79.68%
10-411-413	Procurement & Vehicle Maintenance	884,691	188,439	696,252	78.70%
10-411-414	Administrative Services	455,979	81,843	374,136	82.05%
10-411-415	Treasurer	1,280,267	291,473	988,794	77.23%
10-411-416	Auditor	516,286	118,358	397,928	77.08%
10-411-417	Tax Assessor	1,354,201	268,264	1,085,937	80.19%
10-411-418	Planning and Building	2,105,814	455,577	1,650,238	78.37%
10-411-419	Complex	1,381,803	249,435	1,132,368	81.95%
10-411-420	Facilities Management	792,257	179,785	612,472	77.31%
10-411-427	Information Technology	2,170,096	554,582	1,615,514	74.44%
10-411-446	Veteran's Affairs	158,311	35,658	122,653	77.48%
10-411-480	Senior Citizen Centers	326,508	31,887	294,621	90.23%
10-411-485	General Direct Assistance	272,544	111,773	160,771	58.99%
10-411-488	Contingency	241,261	8,915	232,346	96.30%
10-411-489	Employee Non-Departmental	526,415	160,743	365,672	69.46%
10-421-421	Sheriff's Office	16,703,607	4,318,408	12,385,199	74.15%
10-421-422	Emergency Management	2,514,131	522,513	1,991,618	79.22%
10-451-423	EMS	5,735,107	1,171,380	4,563,727	79.58%
10-451-424	Rescue Squads	361,711	12,062	349,649	96.67%
10-451-425	Coroner	331,646	89,299	242,347	73.07%
10-451-429	On-Site Clinic	146,820	24,926	121,894	83.02%
10-451-441	Health Department	80,934	28,283	52,651	65.05%
10-451-442	Environmental Services	751,011	145,358	605,653	80.64%
10-451-485	Health Direct Assistance	14,502	-	14,502	100.00%
10-461-485	Welfare - MIAP & DSS	502,109	203,334	298,775	59.50%
10-471-451	Recreation	1,838,782	586,385	1,252,397	68.11%
10-471-455	County Library	3,747,046	902,594	2,844,452	75.91%
10-481-485	Literacy Council	4,515	-	4,515	100.00%
TOTAL		54,810,435	12,695,031	42,115,404	76.84%

Percent of Fiscal Year Remaining = 75.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/15 TO 09/30/15**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	4,134,122	143,931	3,990,191	96.52%	4,134,122	3,928,692	205,430	4.97%
112 Economic Development Partnership Fund	451,901	96,815	355,086	78.58%	451,901	58,046	393,856	87.16%
123 Local Accommodations Tax Fund	2,822,804	683,868	2,138,936	75.77%	2,822,804	471,607	2,351,197	83.29%
124 Local Hospitality Tax Fund	1,859,116	477,595	1,381,521	74.31%	1,859,116	841,444	1,017,672	54.74%
131 District Utility Allocation Fund	567,750	112,524	455,226	80.18%	567,750	567,750	-	0.00%
132 District Infrastructure Allocation Fund	713,000	161,368	551,632	77.37%	713,000	398,000	315,000	44.18%
151 Law Library Fund	57,605	11,690	45,915	79.71%	57,605	31,514	26,091	45.29%
153 Road System Maintenance Fee Fund	3,865,144	1,494,586	2,370,558	61.33%	3,865,144	753,349	3,111,795	80.51%
154 Victim/Witness Assistance Fund	209,454	39,600	169,854	81.09%	209,454	59,485	149,969	71.60%
421 Landfill Fund	4,207,428	827,907	3,379,521	80.32%	4,207,428	195,417	4,012,011	95.36%
431 E911 System Fund	1,961,255	700,880	1,260,375	64.26%	1,961,255	35,427	1,925,828	98.19%
TOTALS:	20,849,579	4,750,764	16,098,815	77.21%	20,849,579	7,340,730	13,508,849	64.79%

Percent of Fiscal Year Remaining: 75.00%

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

\$ 156,052,840

**Florence County Council
District Allocation Balances
Beginning Balances as of 9/30/2015**

Council District #	Type of Allocation	Beginning Budget FY15	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	84,078	21,750	62,328
	Paving	214,571	-	214,571
	Utility	86,986	5,000	81,986
	In-Kind	19,800	-	19,800
2	Infrastructure	35,724	18,584	17,140
	Paving	268,043	36,575	231,468
	Utility	(1,584)	(1,584)	-
	In-Kind	19,800	-	19,800
3	Infrastructure	60,993	14,450	46,543
	Paving	163,555	34,980	128,575
	Utility	27,499	6,250	21,249
	In-Kind	19,800	-	19,800
4	Infrastructure	155,069	14,650	140,419
	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	14,500	166,695
	Paving	167,113	-	167,113
	Utility	-	-	-
	In-Kind	19,800	-	19,800
7	Infrastructure	43,905	9,150	34,755
	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 September 30, 2015

EXPENDITURES	Project Budget	<i>Design or Engineering</i>	<i>Right of Way</i>	<i>Construction</i>	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,733,419.07	\$ 9,885,916.70	\$ 26,845,270.35	\$ 42,464,606.12	\$ 96,287,013.88	30.60%
US 76 Widening	\$ 31,641,621.00	\$ 2,604,967.23	\$ 2,647,226.20	\$ 6,093,096.60	\$ 11,345,290.03	\$ 20,296,330.97	35.86%
TV Road Widening	\$ 34,519,290.00	\$ 2,343,048.16	\$ 2,645,214.51	\$ 9,818,440.56	\$ 14,806,703.23	\$ 19,712,586.77	42.89%
SC 51 Widening	\$ 151,533,817.00	\$ 3,744,291.33	\$ 7,435,096.85	\$ 61,975.57	\$ 11,241,363.75	\$ 140,292,453.25	7.42%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 625,710.37	\$ -	\$ 18,697.00	\$ 644,407.37	\$ 72,819,738.63	0.88%
	\$ 447,587,262.00	\$ 15,761,733.25	\$ 23,838,452.06	\$ 57,067,460.04	\$ 96,667,645.35	\$ 350,919,616.65	21.60%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 144,702,128.85		
Sales Tax Interest Earnings	\$ -				\$ 11,350,710.78	\$ 3,297,871.15	105.44%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 250,000,000.00	\$ -	100.00%
	\$ 398,000,000.00				\$ 406,052,839.63	\$ 3,297,871.15	102.02%

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 September 30, 2015**

Bond proceeds	\$ 124,840,280.25	
Interest earnings through September 30, 2015	\$ 655,401.86	
Local contributions	<u>\$ 75,637.27</u>	
Total available		\$ 125,571,319.38
Bond proceeds expended through 09/30/15*	\$ 33,161,634.01	
Local contributions expended through 09/30/15	\$ 75,637.27	
Outstanding purchase orders as of 09/30/15*	<u>\$ 15,276,534.46</u>	
Total expended/committed		<u>\$ 48,513,805.74</u>
Total remaining		<u><u>\$ 77,057,513.64</u></u>

* See detail report for expenditures and purchase orders by project

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
			\$ 500,000.00		\$ 500,791.50	
New Main Station	Highway 41/51		\$ 1,800,000.00		\$ 47,811.32	\$ -
New Kingsburg station			\$ 600,000.00		\$ 600,000.00	\$ -
New Quinby Station			\$ 1,800,000.00		\$ 96,497.85	\$ 28,524.15
New Main Station			\$ 3,700,000.00		\$ 194,897.26	\$ 62,293.14
Classroom, Logistics, & Maintenance Facility			\$ 1,000,000.00		\$ 5,000.00	
Upgrades to Station One Facilities			\$ 1,000,000.00		\$ (32,285.33)	\$ 1,032,055.00
Upgrades at Nine Fire Stations			\$ 500,000.00		\$ 499,807.16	
New Station on Hoffmeyer Road			\$ 1,500,000.00		\$ 199,522.53	\$ 24,618.47
Addition to Station One	Pine Needles Road		\$ 1,000,000.00			
New Stations at Friendfield & Flemingtown			\$ 1,745,000.00		\$ 501,527.50	\$ 453,073.17
Upgrade Stations One and Two			\$ 1,400,000.00		\$ 443,350.00	\$ 447,535.67
Upgrade Stations Three and Four			\$ 900,000.00		\$ 443,350.00	\$ 447,535.66
Upgrade Main Station			\$ 520,000.00		\$ 520,000.00	
Station One addition Living & Training			\$ 150,000.00			
New Cartersville Station			\$ 750,000.00		\$ 671,436.82	\$ 61,818.77
Timmons ville Rescue Squad Building			\$ 80,000.00		\$ 244.49	
				\$ 18,445,000.00		
EMS Station Timmons ville			\$ 740,000.00			
EMS Station Florence	Schlitz Drive		\$ 740,000.00		\$ 81,210.68	\$ 7,980.59
				\$ 1,480,000.00		
Radio Upgrades - all Emergency Mangement Facilities	Law Enforcement Complex		\$ 15,000,000.00		\$ 14,268,825.83	
New Emergency Operations Center Building	Law Enforcement Complex		\$ 4,955,251.00		\$ 60,829.85	\$ 238,352.99
				\$ 19,955,251.00		
Replacement of Boilers & Water Heaters at County Jail	Law Enforcement Complex		\$ 800,000.00			
Flex Units & Safety upgrades at County Jail	Law Enforcement Complex		\$ 189,600.00			
New Storage Building	Law Enforcement Complex		\$ 160,000.00		\$ 150,474.13	
New K-9 Training Facility	Law Enforcement Complex		\$ 20,000.00		\$ 5,940.00	\$ 8,845.20
Renovations at Law Enforcement Complex	Law Enforcement Complex		\$ 800,000.00		\$ 418,817.15	\$ 105,108.60
				\$ 1,969,600.00		
Renovation of Vacated Space at County Complex	County Complex Building		\$ 5,200,000.00		\$ 4,204,284.20	\$ 110,982.23
				\$ 5,200,000.00		

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Salem Road/McAllister Mill Rd/Sand Hills Water Loop			\$ 750,000.00		\$ 22,403.21	\$ 13,300.70
Union School Road Tie to Scranton Water System			\$ 240,000.00		\$ 49,541.15	\$ 4,256.25
Add 50 Fire Hydrants for Windy Hill Fire District			\$ 250,000.00		\$ 6,770.70	\$ 4,433.60
Add 50 Fire Hydrants for West Florence Fire District			\$ 250,000.00		\$ 7,671.89	\$ 4,433.60
Add 50 Fire Hydrants for Howe Springs Fire District			\$ 250,000.00		\$ 6,831.18	\$ 4,433.60
Indiantown Road/S. Cameron Road Water Loop			\$ 690,000.00		\$ 7,335.31	\$ 12,236.68
Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop			\$ 593,000.00		\$ 6,304.06	\$ 10,516.51
Frierson Road/O'Shay Road Water Loop			\$ 250,000.00		\$ 2,657.70	\$ 4,433.60
Central Road/Hood St. Water Loop			\$ 440,000.00		\$ 21,291.61	\$ 7,803.08
Butler Scurry Road/McKenzie Road Water Loop			\$ 500,000.00		\$ 21,512.46	\$ 8,867.14
Olanta Fire Station Water Extension			\$ 65,000.00		\$ 8,510.98	\$ 1,152.76
Anderson Bridge Road Water Extension			\$ 140,000.00		\$ 109,636.15	\$ 2,482.77
				\$ 4,418,000.00		
Veteran Affairs County Administration Building	National Cemetery Road		\$ 1,200,000.00		\$ (284,450.42)	\$ 1,455,132.70
				\$ 1,200,000.00		

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Dargan St.	Lucas St. to Cherokee Rd.				\$ 543,157.19	
National Cemetery Road	Dargan St. To McCall Rd.				\$ 3,830.43	
Vista St.	Dargan St. to Oakland Ave.				\$ 11,992.41	
Sopkin St	Oakland Ave. to Crown Cir.				\$ 11,992.40	
Park Ave.						
Pine St.	Dargan St to McQueen St.					
McQueen St.	Pine St. To Timrod Park Dr.					
Cedar St.	McQueen St. to Park Ave.					
Park Ave.	Cedar St. to Cherokee Rd.					
E. Evans St.	N. Ravenel St. to Railroad Ave.					
Irby St.	W. Cheves St. to Ashby Rd.				\$ 70,158.37	
Darlington St.	Irby St. to Oakland Ave.					
Oakland Ave.	Darlington St. to Norfolk St.		\$ 9,216,875.00		\$ 115,972.04	\$ 163,455.34
Damon Dr. and Ansley St.					\$ 3,372.50	
E. Palmetto St. Westbound at S. Church St.			\$ 1,031,250.00		\$ 12,263.04	\$ 18,288.59
Malloy St	Wilson Rd to ???					
Spruce St.	Park Ave. to McQueen St.		\$ 340,625.00		\$ 3,621.15	\$ 6,040.75
Malloy St	Maxwell St. to ???					
Roughfork St. & Maxwell St.	N. Irby St. to Malloy St.					
S. Cashua Dr.	Palmetto St. to Second Loop Rd.					
W. Sumter St.	N. Irby St. to N. Alexander St.				\$ 4,624.50	
W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.				\$ 99,363.60	
Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.				\$ 61,762.80	
Jarrott St.	Pine St. to National Cemetery Rd.					
N. Alexander St.	Dixie St. To Darlington St.		\$ 9,125,625.00		\$ 97,013.27	\$ 161,837.04
New Community Center			\$ 420,000.00			
Magistrate's Building Renovations			\$ 180,000.00		\$ 151,343.37	
Replace Pembroke Apt Pump Station			\$ 154,400.00		\$ 112,384.75	\$ 2,738.20
New Water Tank			\$ 873,280.00		\$ 258,397.17	\$ 15,487.04
Shirley Road Water Line			\$ 154,697.00		\$ 21,100.58	\$ 2,743.43
Water System Extension			\$ 1,706,720.00		\$ 25,291.02	\$ 30,267.56
Waterworks and Sewer System Improvements			\$ 750,000.00		\$ 29,510.47	\$ 13,300.74
Municipal Building Improvements			\$ 130,000.00		\$ 44,779.75	\$ 50,529.25
Pr. 293 Recreation Complex			\$ 800,000.00		\$ 41,231.72	\$ 661,726.39
Vc 093 ter Line Project			\$ 4,378,000.00		\$ 199,060.06	\$ 77,641.01

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
New Water Tank			\$ 1,000,000.00		\$ 10,630.81	\$ 17,734.41
Expansion of Youth Baseball Field			\$ 200,000.00		\$ 17,555.00	\$ 165,882.75
New Town Hall			\$ 360,000.00			
Recreation/Community Building			\$ 720,000.00			
Improvements to Scranton Nature Park			\$ 126,400.00		\$ 73,211.14	
Resurface Tennis Courts			\$ 32,000.00			
New Maintenance Building			\$ 349,600.00		\$ 110,480.48	\$ 6,199.91
Water & Sewer Improvements			\$ 2,360,000.00		\$ 714,096.81	\$ 41,853.07
Storm Water System Improvements			\$ 1,200,000.00		\$ 172,839.28	\$ 21,281.24
New Water Tank			\$ 800,000.00		\$ 9,004.72	\$ 14,187.45
New Multi Purpose Athletic Complex			\$ 400,000.00		\$ 4,252.30	\$ 7,093.79
Renovate Lake City Owned Building (Chamber office)			\$ 160,000.00		\$ 2,380.90	\$ 46,332.54
C J Evans Field road & parking improvements			\$ 400,000.00		\$ 4,252.30	\$ 7,093.79
				\$ 37,369,472.00		

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Roads & Infrastructure - New Soccer Complex			\$ 1,040,000.00		\$ 21,671.52	\$ 18,443.70
Various Park Improvements to include:			\$ 400,000.00		\$ 592.14	
Ebenezer Park Playground Fall Surface Upgrade					\$ 96,812.00	
Lynches River Park Shade Structures					\$ 44,187.49	
Lake City Community Park Road Paving					\$ 55,577.91	\$ 1,418.71
Lynches River Athletic Park Sardis Paving Entrance					\$ 24,475.00	
Friendship Park Renovations						
				\$ 1,440,000.00		
Improvements to Main Hospital			\$ 888,000.00		\$ 345,907.52	
				\$ 888,000.00		
Drainage Improvements			\$ 80,000.00		\$ 59,617.60	
				\$ 80,000.00		
Cato Road			\$ 2,500,000.00		\$ 31,813.20	\$ 659,548.71
Moulds Road			\$ 1,100,000.00		\$ 11,693.97	\$ 215,752.12
Country Lane			\$ 1,400,000.00		\$ 70,090.08	\$ 404,446.07
Cherry Johnson Road			\$ 1,900,000.00		\$ 95,908.62	\$ 601,757.74
Ball Park Road			\$ 1,500,000.00		\$ 24,540.90	\$ 462,135.37
McLaurin Road			\$ 600,000.00		\$ 14,973.14	\$ 198,161.22
Highland Road			\$ 250,000.00		\$ 2,657.70	\$ 74,354.62
Laurel Circle			\$ 600,000.00		\$ 18,823.14	\$ 159,879.13
Law Road			\$ 1,100,000.00		\$ 11,693.97	\$ 324,579.42
Paving &/or relocate Koopers/Estate Road or Young Road as determined by County Council for economic development			\$ 4,000,000.00		\$ 229,048.47	\$ 153,637.39
Brookgreen			\$ 1,000,000.00		\$ 23,670.94	\$ 44,694.28
Foxcroft			\$ 300,000.00		\$ 9,708.34	\$ 18,801.22
				\$ 16,250,000.00		

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Swan Rd.	Park Ave. to last house		\$ 4,033,853.00		\$ 18,072.48	\$ 30,148.38
Windright Rd.	Hwy 378 to Swann Rd.					
Hickson Rd.	S. Powell Rd. to S. Locklair Rd.					
Widow St.	W. Camp Branch Rd. to Jordan Rd.					\$ 19,469.50
Old McAllister Rd.	Jordan Rd. to Chandler Mill Rd.					\$ 50,383.68
Chandler Mill Rd.	N. Matthews Rd. to Old McAllister Rd.					\$ 33,860.00
Maxie Thomas Rd.	Morris St. to Moore St.					
Maxie Thomas Rd.	Hwy 52 to last house					
W. O'Shay Rd.	N. Matthews Rd. to Frierson Rd.					
W. O'Shay Rd.	Frierson Rd. to last house					
Frierson Rd.	W. Camp Branch Rd. to W. O'Shay Rd.					
Zola Rd.	McCutcheon Rd. to Hanna Rd.					
Miles Rd.	Hwy 378 to First Oxtown Rd.					\$ 32,167.00
Donald Rd.	Caselman Rd. to Miles Rd.					\$ 9,006.76
Rodman Rd.	Cockfield Rd. to Dory Rd.				\$ 28,759.17	
Rodman Rd.	Dory Rd. to Cow Pasture Rd.				\$ 89,212.48	
Rodman Rd	McCutcheon Rd. to last house				\$ 31,878.31	
Barr St.	Graham Rd. to end of road					
Old Farm Rd.	Vox Hwy. to last house					
Lance St.	Acline St. to Kelly St.				\$ 650.60	\$ 35,308.86
Thomas St.	S. Church St. to CSX RR				\$ 698.70	\$ 37,919.82
Gracelyn Cir.	N. Matthews Rd. to ???					\$ 32,404.02
Calvin St.	Gracelyn Cir. to ???				\$ 6,660.29	
Tupelo Rd .	Moore St. to end of road				\$ 48,163.67	
Retha Dr.	Kelly St. to end of road				\$ 457.51	\$ 24,829.37
King St.	Nesmith St. to Charles St.				\$ 4,890.03	
Major Rd.	Gray Rd. to end of road				\$ 13,347.39	
Slocum Ln.	Gray Rd. to end of road				\$ 7,892.93	
Dennis Rd	Cooktown Rd. to Old South Rd.					
Bayne Ln.	Beulah Rd. to E. Plantation Rd.					
E. Plantation Rd.	portion of ???					
S. Acline St.	Fairview St. to Graham Rd.					
Baker Rd.	N. Camerontown Rd. to end of road					
Barnwell St.	Bozy Rd. to Lee St.					
Blanche St.	Northside Ln. to end of road				\$ 6,646.79	
Windham Rd.	Owens Dr. to Blanche St.					
Hurst St.	School Dr. to end of road				\$ 8,566.91	
Judy Rd.	Hwy 378 to end of road					
N. Pecan Rd.	Hwy 341 to N. Camerontown Rd.					
S. Pecan Rd.	Hwy 341 to end of road					
S. Locklair Rd.	Hwy 341 to Hickson Rd.					
Su t Dr.	Cooktown Rd. to end of road					
Th j.	Thirty Five Rd. to end of road				\$ 2,721.62	

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of	O/S Purchase
					9/30/2015	Orders
Thirty Five Rd.	Green Haven Ave. to Davis St.				\$ 3,624.53	
Tranquility Rd.	Cockfield Rd. to Tyler Rd.					
W. Cole Rd.	Davis St. to Maxie Thomas Rd.					
Lake City Landfill/Manned Convenience Center Rd.	Hwy 341 to end of road				\$ 180,030.48	
L/C Manned Conv. Service Area on Lake City Landfill Rd.						
Sequoia Rd.					\$ 841.82	\$ 45,686.45
Camelot Way	N. Country Club Rd. to Scotland Rd.				\$ 986.47	\$ 53,537.15
Dogwood Ln.	S. Morris St. to Middlecoff Rd.				\$ 987.88	\$ 53,613.57
Lancelot Way	Scotland Rd. to end of road				\$ 1,193.74	\$ 64,785.91
Lockwood Rd.	Middlecoff Rd. to Dogwood Ln.				\$ 1,377.45	\$ 74,755.95
McFaddin St.	Wallace St. to Ida St.				\$ 1,243.59	\$ 67,491.13
Salter St.	Wallace St. to Ida St.				\$ 590.15	\$ 32,027.96
Byrd St.	School Dr. to end of road				\$ 324.03	\$ 17,584.91
Fountain St.	School Dr. to end of road				\$ 479.38	\$ 26,016.40
Hurst St.	Hwy 52 to End of road				\$ 288.06	\$ 15,633.72
Mill St.	N. Church St. to Ball Parkd Rd.				\$ 697.16	\$ 37,835.75
N. Church St. (Scranton)	Mill St. to Railroad Ave.				\$ 377.81	\$ 20,504.10
School Dr.	Byrd St. to end of road				\$ 473.70	\$ 25,707.66
Parking and Roads at Lake City Sports Complex	S. Blanding St. to Graham Rd.					

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Bluff Rd.			\$ 4,033,853.00		\$ 37,995.13	\$ 30,148.38
Evans Rd.					\$ 51,798.87	
Belle Thompson Rd.					\$ 73,872.70	
Ervin Thomas Rd.					\$ 92,114.78	
Franks Rd.					\$ 23,205.41	
Law Rd.						
Ball Park Rd.					\$ 51,198.14	
Old Springs Rd.					\$ 72,285.13	
Freeport Rd.					\$ 32,180.62	
Singleton Loop Rd.					\$ 88,316.04	
Saddle Town Rd.					\$ 48,746.85	
Mustang Rd.					\$ 34,001.33	
Capitola Rd.						
Dud Rd.					\$ 65,575.65	
Lewis Ln.					\$ 32,624.30	
Broken Branch Rd.					\$ 113,013.76	
Wood Berry Rd.					\$ 9,319.76	
Keith Rd.					\$ 32,136.12	
Chestnut Rd.					\$ 39,387.84	
Ashley Rd.					\$ 61,913.29	
Glen Haven Rd.					\$ 39,506.43	
Dulie Ln.					\$ 10,988.61	
Athens St.			\$ 4,033,853.00		\$ 34,940.30	\$ 40,070.94
Brunson St.					\$ 42,398.64	\$ 2,220.05
Dargan St.	Hwy 52 to Vista St.				\$ 42,528.76	\$ 7,597.44
Timmons St.					\$ 18,062.35	\$ 8,038.87
Bradford St.					\$ 25,676.35	\$ (1,100.53)
Wilson St.					\$ 35,835.38	\$ 2,365.23
Liberty St.					\$ 28,034.14	\$ 7,198.70
Boyd St.					\$ 21,823.89	\$ (402.63)
Commander St.					\$ 40,863.38	\$ (1,095.86)
Vista St.						
Light St.					\$ 3,990.93	\$ 5,694.13
Stackley St.					\$ 33,893.07	\$ 417.27
Hemingway St.					\$ 12,157.05	\$ 4,164.00
Marlboro St.					\$ 27,631.24	\$ (855.53)
E. Marion St.					\$ 23,530.27	\$ 43,102.89
Freemand St.					\$ 9,017.14	\$ 1,342.41
Dixie St.					\$ 6,271.19	\$ 129,440.59
Ingram St.					\$ 42,906.15	\$ 23,135.53
Alexander St.					\$ 34,304.00	\$ 123,127.54
Hay St.					\$ 5,024.47	\$ 61,779.90
Hay St.					\$ 19,786.18	\$ 29,726.49

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Lawson St.					\$ 77,006.74	\$ (4,941.31)
Sanborn St.					\$ 50,229.26	\$ 29,478.72
N. McQueen St.					\$ 46,287.43	\$ 9,374.29
W. Marion St.					\$ 113,597.51	\$ 5,752.07
Pennsylvania St.					\$ 51,016.04	\$ (2,153.22)
Carver St.					\$ 45,511.32	\$ 9,681.37
Gladstone St.					\$ 37,875.66	\$ 3,479.51
Fairfield Cir.					\$ 4,779.10	\$ 48,462.74
Waverly St.					\$ 70,728.50	\$ 42,699.02
Sidewalks on Irby St.	Wilson Road to Sam Harrell Rd.					
Sidewalks on Dargan St.	Hwy 52 to Vista St.					
Sidewalks on Roughfork St.						
Sidewalks on Sopkin Ave.						
Widen Entrance road to County Complex & bury power lines						
W. Louise Rd.					\$ 4,145.07	\$ 14,059.27

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Van Houton Dr.			\$ 4,033,853.00		\$ 31,762.08	\$ 42,536.78
Alma Ln.					\$ 12,638.96	\$ 11,433.04
Willow Point Rd.						
Pygate Rd.						
Fork Rd.					\$ 95,486.80	\$ 83,462.20
Meadow Prong 2					\$ 57,350.04	\$ 48,824.96
Meadow Prong 1						
Clyde McGee Rd.						\$ 18,713.10
Golden Gate Rd.					\$ 22,143.48	\$ 21,015.52
Ed James Rd.						\$ 61,326.30
Javelin Cir.					\$ 83,069.74	
Johnson Rd.					\$ 11,786.12	\$ 10,279.88
Joe Nathan Ln.					\$ 15,088.46	\$ 12,852.54
Buckshot Rd.					\$ 18,926.70	\$ 16,909.30
Sims Rd.						\$ 52,156.00
Cubie Rd. 1						\$ 111,944.00
Cubie Rd. 2						\$ 109,772.00
Jenkins Nowlin Rd.						
Alvin Kirby Rd						\$ 106,020.60
Truck Route	Foxworth St. to Brockington St.					
Horace Matthews Rd.			\$ 4,033,853.00		\$ 18,072.48	\$ 30,148.38
Carnell Dr.						
S. Canal Dr.						
Circle Dr.					\$ 83,289.58	
Margo Ln.					\$ 7,605.71	
Milestone Rd.						
C.W. Robinson Rd.					\$ 95,021.65	
Trails End Rd.					\$ 57,023.80	
Dunlap Rd.					\$ 16,876.73	
Sam Lee Rd.					\$ 95,469.60	
S. Railroad Ave.					\$ 61,916.83	
Java Rd.					\$ 92,078.90	
Round Tree Rd.					\$ 68,032.97	
E. Eagerton Rd.					\$ 44,672.85	
Doric Rd.					\$ 29,109.74	
Ben Gause Rd.						\$ 93,075.06
Silver Leaf Rd.						\$ 21,269.82
Railroad Ave. (Scranton)					\$ 143,318.30	

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Charlie Cade Rd.			\$ 4,033,853.00		\$ 73,712.34	\$ 30,148.38
Coleman Rd.					\$ 14,839.00	
Spring Branch Rd.						
Willow Grove Rd.						
Haven Rd.						
Magic Dr.					\$ 23,927.00	
Danieltown Rd.					\$ 75,045.44	
Pepper Tree Rd.					\$ 37,736.86	
Antique Cir.						
Diamond Head Loop Rd.						
Pecan Grove Rd.					\$ 47,816.73	
Hosea Gibbs Rd.					\$ 184,910.41	
Tabernacle Rd.						
Boling Rd.					\$ 54,098.81	
Cart Rd.						
W. Turner Gate Rd.					\$ 53,149.54	
Brick House Rd.					\$ 23,252.50	
Eureka Rd.					\$ 25,702.00	
Quail Harbor Cir.					\$ 26,206.35	
Taylor Hill Cir.					\$ 27,654.50	
James Town Rd.					\$ 17,501.50	
Fleetwood Dr.						
Ard St.					\$ 7,455.00	
Wickerwood Rd.					\$ 85,519.50	
Large Farm Rd.						
Camp Wiggins Rd.					\$ 13,296.53	
Horse Shoe Rd.					\$ 56,800.00	
Benton Rd.					\$ 13,490.00	
Freeman Ln.						
Nita Cain Rd.						
South Wind Rd.					\$ 27,460.75	
Gum Rd.						
Hughes Cir (off TV Rd.)			\$ 4,033,853.00		\$ 26,667.11	\$ 177,638.49
Joan Rd. (off TV Rd.)					\$ 10,807.13	\$ 126,004.13
John C. Calcoun Rd.						
Wilson Rd.						
Pocket Rd.						
W. Black Creek Rd.						
W. McIver Rd.						
R. Bar M. Ranch Rd.					\$ 5,412.37	\$ 89,678.01
Tara Dr					\$ 2,905.03	\$ 157,659.53
Ra .n.					\$ 221.60	\$ 12,026.78
Ca 103 ; Ct.					\$ 283.00	\$ 15,358.60

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Shamrock Rd.					\$ 301.20	\$ 16,346.96
Clayton Ct.					\$ 283.00	\$ 15,358.60

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Maulden Dr.			\$ 4,033,853.00		\$ 19,992.66	\$ 134,366.82
Crownland Estates						
E. and W. Sandhurst Dr.					\$ 2,551.69	\$ 138,483.35
Stratford Cir.					\$ 834.23	\$ 45,274.51
Castleberry Dr.					\$ 397.10	\$ 21,551.25
Westmoreland Ave.						
Devonshire Dr.						
Longwood Dr.					\$ 552.14	\$ 29,965.40
Woods Dr.						
Rosedale St.					\$ 1,332.60	\$ 72,321.46
St. Anthony Dr.					\$ 1,737.28	\$ 94,284.06
Jones Rd.					\$ 451.89	\$ 24,524.42
Winthrop Dr.					\$ 662.44	\$ 35,951.49
Progress St.					\$ 766.46	\$ 41,596.24
Lee St.					\$ 579.55	\$ 31,453.01
Saluda Ave.					\$ 1,882.02	\$ 102,139.87
Sewanee Ave.					\$ 289.20	\$ 15,695.58
Chestnut St.					\$ 1,206.20	\$ 65,461.66
Kalmia St.					\$ 652.31	\$ 35,401.27
Sesame St.					\$ 444.65	\$ 24,132.15
Cedar St.	Franklin to Adams Ave.				\$ 623.39	\$ 33,832.16
Waters Ave.	Park to Lawson				\$ 267.13	\$ 14,497.33
Sylvan Dr.					\$ 676.99	\$ 36,741.15
Cedar Lawn Court					\$ 455.92	\$ 24,743.49
Lakeside Drive					\$ 444.65	\$ 162.15
Richburg Ln.					\$ 413.55	\$ 22,443.81
Jeffries Ln.					\$ 1,280.21	\$ 69,478.72
Hondros Cir.					\$ 368.06	\$ 19,974.99
Constantine Dr.					\$ 531.12	\$ 28,824.21
Rollins Ave.					\$ 422.13	\$ 22,909.45
Fitz Randolph Cir.					\$ 259.92	\$ (23.93)
Shore Ln.					\$ 431.70	\$ 149.10
Marion Ave.					\$ 693.22	\$ 37,622.52
Virginia Acres					\$ 715.28	\$ 38,819.73
Poinsette Ave.					\$ 516.57	\$ 28,034.56
Melrose Ave.					\$ 547.55	\$ 29,715.76
Courtland Ave.					\$ 523.52	\$ 28,411.55
Hillside Dr.						
Wisteria Dr.						
Margaret Dr.						\$ 29,238.00
Dunvegan Rd.						\$ 22,728.00
Reynolds Rd.						\$ 26,496.00
Be Dr.						\$ 55,396.50
Alt r.						\$ 25,936.00

303

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Lindberg Dr.						\$ 66,468.00
Woodstone Dr.					\$ 452.83	\$ 24,575.36
DeBerry Blvd.						\$ 23,080.00
Dorchester Rd.						
Fairfax Rd.						
Cherry Blossom Ln.						
Valpariso Dr.						
Wayne St.						
Sweetbriar St.						
Furman Dr.						
Converse Dr.	Third Loop north to ???					
Gable Ridge Dr.						
Durant Dr.						
Joseph Circle						
Westminister Dr.						
Langely Dr.						
Mayfair Terrace						

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Utah Ct.						\$ 6,145.12
Kelly Farms and Parkland Subdivisions						
Derby Dr.						
Kelly Farms Rd.						
Preakness Ln.						
W. Belmont Cir.						
Cottonwood Dr.					\$ 687.33	\$ 37,302.22
Deerwood Place					\$ 134.00	\$ 7,272.77
Heathway Dr.					\$ 1,412.51	\$ 76,657.21
Mosswood Dr.					\$ 1,261.73	\$ 68,475.38
W. Delmae Dr.						
Wethersfield Dr.					\$ 937.49	\$ 50,879.98
Heritage Subdivision						
Cow Pens Cir.						
Declaration Dr.						\$ 29,862.30
Farm Quarter Rd.						
Independence Ave.						
Indigo Place						

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Forest Lake And Forest Lake West Subdivisons						
Brock Cir.						
Ginny Ct.						
Julie Ln.						
Goff Ct.						
Lunn Dr.						
Madden Ln.						
Sliger Cove						
Yeargin Cove						
Young Charles Dr.						
Wanda Cove						
Claude Douglas Cir.						\$ 65,118.42
Hepburn Blvd.						\$ 34,264.47
Dunwoody Subdivision						
Ashwood Ln.						\$ 9,611.43
Aspen St.						\$ 16,756.56
Dunwoody Rd.						\$ 23,503.67
Evergreen Rd.						\$ 23,152.88
Periwinkle Ln.						\$ 18,219.92
Farmwood and Ferndale Subdivisions						
Farmwood Dr.						\$ 24,493.87
Heather Dr.						\$ 20,220.45
Patrick Dr.						\$ 13,861.52
Boone Cir.						
Corbett Place						
Charters Subdivision						
Bristol St.						
Charters Dr.						
Claymount Ct.						
Cravenhurst Ct.						
Dominion Ct.						
Fairhaven Rd.						
Magna Carta Rd.						
Arrowood Subdivision						
Arrowhead Cir.						
Arrowood Dr.						
Falcon Way						
Skylark Dr.						
Chadwick Place						
Britanna St.						
Chadwick Dr.						
Kn - 307 Lai - We - y Ln.	Bridge Rd. Way y Ln.					

Capital Project Sales Tax #2

Project Description	Location	Detail Expenditures	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
Stratton Dr.					\$ 3,767.80	\$ 204,482.58
Pelican Ln.						
W. Eagle St.						
Thunderbird Dr.						
Whitehall Cir.						\$ 125,923.93
S. Peninsula Rd.					\$ 33,102.86	
McLaurin Dr.						
Traffic Signals	Botany and Jefferson on W. Palmetto				\$ 80,239.55	
Traffic Signals	Third Loop Rd. and McCown Dr.					
				\$ 36,304,677.00		
				\$ 145,000,000.00	\$ 33,161,634.01	\$ 15,276,534.46

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

Authorize The FY2015/16 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2015/16 (The Budget Ordinance).

FUNDING FACTORS:

1. The funding for this bonus has already been included in the various departments' budgets; therefore, no additional funding needs to be identified.

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Administration
Finance/Facilities Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 16-15/16, Asbestos Abatement for Existing Structures at the New Florence County Judicial Center Site to NEO Corporation of Canton, NC In The Amount Of \$63,600 (Primary Bid of \$59,000 and Alternate 1 for \$4,600) From The Judicial Capital Project Fund. *(4 Compliant Bids Received).*

POINTS TO CONSIDER:

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, October 13, 2015. The bid opening was held on Thursday, October 29, 2015.
- 2) Four (4) bids were received; Four (4) bids were compliant. NEO Corporation was the lowest responsible, responsive bidder.
- 3) NEO Corporation has a Certified SCDHEC Asbestos Abatement License for the period of January 5, 2015 to January 4, 2016.
- 4) Kevin Yokim, Finance Director recommends awarding the low bidder.
- 5) The bid expires January 29, 2016.

FUNDING FACTORS:

\$63,600 = Funded from the Judicial Capital Project funds under line item 329-411-420-000-1200.

OPTIONS:

- 1) Award Bid No. 16-15/16 *(Recommended).*
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Asbestos Abatement License dated January 5, 2015.
- 3) Bid Recommendation Letter from Kevin Yokim dated October 30, 2015.

Florence County, SC
 Asbestos Abatement for Existing Structures at the New Florence County Judicial Center Site
 (Bid No. 16-15/16)

Bid Opening: 10/29/2015 @ 11:00 a.m.

Company	B/B (Y/N)	Primary Bid	Alternate 1	Total Including Alternate 1	5% Local Preference	Total Alt. 1 w/Preference	Alternate 2	Total Including Alternate 2	5% Local Preference	Total Alt. 2 w/Preference
A to Z Coatings & Insulation* - Scranton, SC	Yes	\$ 59,800.00	\$ 22,000.00	\$ 81,800.00	\$ (6,544.00)	\$ 75,256.00	\$ 20,000.00	\$ 79,800.00	\$ (6,384.00)	\$ 73,416.00
Eastern Environmental, Inc. - Hampstead, NC	Yes	\$ 48,835.00	\$ 16,300.00	\$ 65,135.00		\$ 65,135.00	\$ 16,800.00	\$ 65,635.00		\$ 65,635.00
NEO Corporation - Canton, NC	Yes	\$ 59,000.00	\$ 4,600.00	\$ 63,600.00		\$ 63,600.00	\$ 5,100.00	\$ 64,100.00		\$ 64,100.00
Asbestos and Deomolition, Inc. - Lugoff, SC	Yes	\$ 45,000.00	\$ 25,000.00	\$ 70,000.00		\$ 70,000.00	\$ 32,000.00	\$ 77,000.00		\$ 77,000.00

*Eligible for 5% Local Preference-Florence County Ordinance, Section 11.5-39



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

*South Carolina
Department of Health and Environmental Control
Asbestos Abatement License*

This Certifies That

Neo Corporation

*has met the requirements of South Carolina Regulation No. 61-86.1
for licensing in the category of:*

Contractor

*The holder of this license shall comply with all applicable requirements of
said regulation. This license is not transferable and shall expire
one year from the date shown below.*

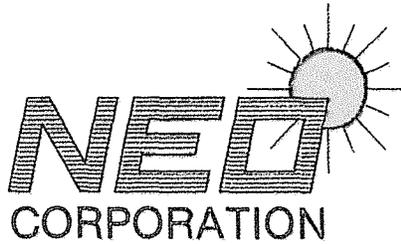
*Keith Frost, Director
Air Compliance Management Division
Bureau of Air Quality
South Carolina Department of Health & Environmental*

DATE: January 05, 2015

LICENSE NO: ASB-33

*This license is the property of the Department and must be surrendered on demand. Contractors must post a copy
of this license in a conspicuous place at each worksite.*

DHEC



289 Silkwood Drive, Canton, North Carolina 28716
Environmental, Industrial and Demolition Services

October 29, 2015

Florence County Procurement Office
City-County Complex MSC-R
180 North Irby Street – Room B-5
Florence, South Carolina 29501-3431

Re: Bidder Qualifications / Bid Surety

To whom it may concern:

NEO Corporation (NEO) was founded in 1984 in North Carolina as a privately held corporation. NEO, the oldest asbestos abatement company in North Carolina, has completed over 25,000 environmentally oriented projects. We provide a wide range of services to our clients, such as; abatement of asbestos, lead and mold, contracting / demolition, industrial maintenance, insulation, waste management and HAZMAT emergency response. Our approach to projects features a highly experienced field staff, coordination by project managers, adherence to construction schedules and budgets, strict compliance with safety standards, and all federal, state and local regulations. NEO has always provided our customers with the services necessary to successfully complete a project on a *turnkey* basis.

We offer four locations within the Southeast for our customer's convenience. The Corporate office is located in Canton, North Carolina with Divisional offices in Canton and Morrisville, North Carolina and Knoxville, Tennessee. The Regional office is located in Wilmington, North Carolina. NEO works to promote education, research and innovation in environmental services in North Carolina, South Carolina, Tennessee, Georgia, Kentucky, and Virginia.

Our team maintains the most up to date training and credentials necessary to provide our customers with professional service. The staff attends annual certified training by the EPA, OSHA and various "state of the art" industry programs. NEO is dedicated to create the safest environment for our customers and our employees.

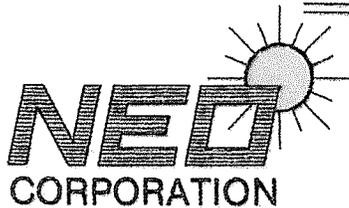
WWW.NEOCORPORATION.COM

WESTERN NORTH CAROLINA
289 Silkwood Drive
Canton, NC 28716
828-456-4332
828-456-4216 FAX

EASTERN NORTH CAROLINA
118 International Drive, Suite 110
Morrisville, NC 27560
919-481-0555
919-481-0404 FAX

TENNESSEE
500 A. Ambrose Avenue
Knoxville, TN 37921
865-250-9454
865-525-9563 FAX

SOUTH CAROLINA
P.O. Box 638
Lexington, SC 29701
803-518-9537
803-356-3445 F/ - 313-



NEO has been in business for 31 consecutive years, is financially stable and never filed bankruptcy. In the capacity as surety, McCartha, Cobb & Associates are familiar with NEO's financial standing, quality management and performance record. McCartha, Cobb & Associates have provided bonds for our projects for over 16 years. You may contact Wayne McCartha, Agent for Surety, at 803-799-3474.

Should you have questions or require additional information, please contact me at 828-456-4332.

Sincerely,

NEO Corporation

A handwritten signature in black ink, appearing to read "Todd J. Escaravage", written over a horizontal line.

Todd J. Escaravage

TJE/asm

MEMORANDUM

To: Patrick Fletcher, Procurement Director

From: Kevin Yokim, Finance Director 

Date: October 30, 2015

RE: Bid No. 16-15/16 – Asbestos Abatement

CC: Dale Rauch
Delaine Martin

This memo serves as my recommendation to award Bid # 16-15/16 for Asbestos Abatement of existing structures at the New Florence County Judicial Center Site to NEO Corporation of Canton, NC, the apparent low bidder.

Let me know if you need anything else regarding this bid and whether you have any questions regarding this recommendation.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance
Veterans Affairs

ISSUE UNDER CONSIDERATION:

Approve The Entering Into A Lease Agreement With The Senior Citizens Association In Florence County For Space In The Leatherman Senior Center Necessary To House Veteran Affairs Staff Members.

POINTS TO CONSIDER:

1. The Veterans Affairs office is currently 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 Veterans Affairs Officer has contacted Linda Johnson, Executive Director of the Senior Citizens Association, regarding a lease agreement for space in the Senior Center.
3. Ms. Johnson has quoted a lease rate of \$2,000 per month for 1,564 square feet (\$15.35 per square foot) in the vacant suite in their building.
4. These rates are reasonable, given the rate being paid to Gene Brown for the lease of space at the old post office.
5. This is also a convenient location since many veterans also use the Senior Center.
6. 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 \$24,000 = Funding for twelve (12) months' rent, while the new Veterans Affairs building is being constructed.

OPTIONS:

1. *(Recommended)* Approve entering into a lease agreement with the Senior Citizens Association for space at the Senior Center necessary to house Veterans Affairs staff members.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Memo from Linda Johnson to Finance Director dated 10/27/15.
2. Copy of Proposed Lease.

Kevin Yokim

From: Linda Johnson <lmj128@bellsouth.net>
Sent: Tuesday, October 27, 2015 5:14 PM
To: Kevin Yokim
Cc: pdriggers1@gmail.com
Subject: RE: FW: SCA lease agreement

SCA is in agreement with the rental rate of \$2,000 per month for the medical suite. I will await for the contract. We look forward in working with Florence County and thank you.

Linda Mitchell Johnson
SCA Executive Director

Entry and Inspection: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty days prior to the expiration of this lease, to place upon the premises any usual *To Let* or *For Lease* signs, and permit persons desiring to lease the same to inspect the premises thereafter.

Possession: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 5 days of the commencement of the term hereof.

Eminent Domain: If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee(s) use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Destruction of Premises: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at Lessor(s) option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

Lessor(s) Remedies on Default: If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 10 days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit: Lessee shall deposit with Lessor on the signing of this lease the sum of \$ 0 as security deposit for the performance of Lessee(s) obligations under this lease, including without limitation, the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

Attorney(s) Fees: In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney(s) fee.

Notices: Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Heirs, Assigns, Successors: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Subordination: This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Additional Terms and Conditions: All keys to each door will be marked and returned prior to occupancy of the premises.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties execution hereof.

IN THE PRESENCE OF:

LESSOR

(As to Lessor)

K. G. Rusty Smith, Jr.
County Administrator for Florence County

IN THE PRESENCE OF:

LESSEE:

(As to Lessee)

Linda Johnson
Senior Citizens Association

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PERSONALLY appeared before me _____ and
made oath that (s)he saw the within named K. G. RUSTY SMITH, JR. sign, seal and as his act and
deed, deliver the within written lease for the uses and purposes therein mentioned; and that
deponent with _____ witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2013.

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PERSONALLY appeared before me _____ and made
oath that (s)he saw the within named _____ sign, seal and as its act and
deed, deliver the within written lease for the uses and purposes therein mentioned; and that
deponent with _____ witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2013.

(L.S.)
Notary Public for
My Commission Expires: _____

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: EMS Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize the use of Florida Association of Counties Bid # 15-11-0116 awarded to Wheeled Coach Industries to purchase one replacement ambulance at a base bid of \$120,818.00 with needed options in the amount of \$24,282.00 from Peach State Ambulance, Inc., Tyrone, GA the authorized regional representative for Wheeled Coach Industries (total purchase of \$145,100.00) as funded and approved in the FY16 budget.

POINTS TO CONSIDER:

- 1) Florida Association of Counties and the Florida Sheriff's Association publicly offered Bid # 15-11-0116 for fire/rescue vehicles and other fleet equipment.
- 2) Governmental entities located outside the State of Florida are allowed to purchase under the terms and conditions of the contract resulting from the bid.
- 3) The EMS Director recommends this award.
- 4) The bid expires March 31, 2016.

FUNDING FACTORS:

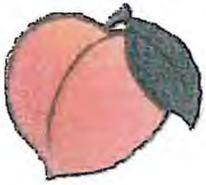
- 1) \$120,818 = Total base cost for one (1) ambulance to be funded from budgeted FY16 EMS Department Funds.
- 2) \$24,282 = Total cost of additional options for one (1) ambulance to be funded from budgeted FY16 EMS Department Funds.

OPTIONS:

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

ATTACHMENTS:

- 1) Quote from Peach State Ambulance, Inc.
- 2) Letter from Wheeled Coach Industries dated October 19, 2015.
- 3) Letter of Recommendation from EMS Director.



Peach State Ambulance, Inc.

Sales and Service

130 Peach State Court
Tyrone (Atlanta), Georgia 30269
800-553-7724



WHEELED COACH 165" G4500 TYPE III 4X2 AMBULANCE

PURCHASER:

Florence County EMS
527 S. Church St.
Florence, S.C. 29526

SELLER:

Peach State Ambulance Inc.
130 Peach State Court
Tyrone, GA 30290

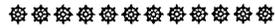
CONTACT: Ryon Watkins
PHONE: 843-665-3038
FAX:

CONTACT: Rick Franklin
PHONE: 770-486-7410
FAX: 770-631-1830

**2015 CHEVROLET G4500 CAB CHASSIS WHEELED COACH
TYPE III 165" X 95" 4X2 "WALK THROUGH" MODULAR AMBULANCE**

2015 CHEVROLET G4500 CAB CHASSIS
159.0" WHEELBASE
100" CAB TO AXLE
2 WHEEL DRIVE, DUAL REAR WHEEL
14,200 LBS GVWR
AMBULANCE BUILDERS PREP PACKAGE
SL TRIM PACKAGE
4-WHEEL ANTI-LOCK BRAKE SYSTEM
POWER BRAKES/ POWER STEERING
INSULATED, BLACK RUBBER FLOOR MAT IN CAB
TILT STEERING
CRUISE CONTROL
ETR AM/FM STEREO & CD WITH BUILT-IN CLOCK
4-SPEED AUTOMATIC TRANSMISSION WITH OVERDRIVE
HEAVY DUTY SHOCKS/ SUSPENSION
6.6 DURAMAX TURBO V-8 DIESEL ENGINE
ALL SEASON RADIAL TIRES
FACTORY AIR CONDITIONING
DUAL 145 AMP RATED ALTERNATORS
FULL INSTRUMENTATION
OEM CLOTH HIGH BACK CAPTAINS SEATS
3.73 REAR AXLE RATIO (limited slip differential)
EXTRA ENGINE COOLING PACKAGE
HEAVY DUTY RADIATOR
ENGINE OIL COOLER
TWO (2) 850 CCA BATTERIES UNDERHOOD
SUPER ENGINE COOLING
FRONT AND REAR STABILIZER BARS
DUAL AIR BAGS
WHITE-EXTERIOR CLEARCOAT PAINT
AUXILIARY POWER TRAIN CONTROL
DELUXE INSULATION PACKAGE

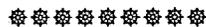
HEAVY DUTY AIRCONDITIONING/HEATING
POWER WINDOWS & DOOR LOCKS
CONSOLE FOR FRONT CAB
MINIMUM STANDARD PAYLOAD -1,750 LBS.



BODY FEATURES

Dimensions: 165" x 95" x 72" Interior

COMPARTMENT LATCHES: LOCKING TRIMARK
MUD FLAPS: REAR RUBBER FOR DRW MODULAR
ENTRY DOOR LATCHES: TRIMARK, LOCKING, INSIDE & OUTSIDE
EXTERIOR COMPARTMENTS: (7) #1-20.5" x 78.75" x 18.75", #2-34" x 38.25" x 18.75",
#4 -32.5" x 38.25" x 18.75", #5 -8" x 78.75" x 20.75" WITH A VERTICAL DIVIDER; #6 - 24" x 26.75"
x 18.75"; #8 - 21.5" x 53.5" x 30.5" WITH A VERTICAL DIVIDER; #9 (Battery Compt) 20" x 12" x
18.75"
FUEL FILL GUARD: CAST ALUMINUM
INTERIOR HEIGHT: MINIMUM OF 72" OF HEADROOM
MIRRORS: BLACK PLASTIC SHROUD LOW MOUNT RV TYPE WITH BUILT CONVEX
REAR ENTRY DOORS: 54" X 57"
REAR ENTRY DOOR HOLD OPENS: CAST ALUMINUM "GRABBER" STYLE
REAR STEP BUMPER: ALUMINUM FLIP UP fully WELDED AND RIVETED WITH OPEN
GRATE IN CENTER SECTION
RUB RAILS: ALUMINUM WITH RUBBER IMPACT PAD AND REFLECTIVE INLAY
RUNNING BOARDS: ALUMINUM DIAMOND PLATE
STONE GUARDS: FRONT AND REAR 11" UP, ALUMINUM DIAMOND PLATE
SIDE ENTRY DOOR: 31" X 66"
SPARE TIRE: SHIP LOOSE
STATIC VENT, FRESH AIR INTAKE: LOCATED ABOVE ALS CABINET
UNDERCOATING: IN ACCORDANCE WITH CHASSIS MANUFACTURER'S
RECOMMENDATIONS
WHEEL COVERS: STAINLESS STEEL WHEEL SIMULATORS
WITH BRAIDED CHROME FILL TUBES
WHEEL WELL TRIM: DIAMOND PLATE SURROUNDING WHEELWELL OPENING AND
ROLLED RUBBER FENDERETTES
WINDOWS: (1) SLIDER IN SIDE ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT
WINDOWS: (1) FIXED IN EACH REAR ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT



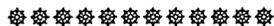
VEHICLE FEATURES

ANTENNA COAX: TWO; (1) RUNS FROM CEILING OF MODULE TO BEHIND DRIVER'S SEAT
& (1) RUN FROM CEILING OF MODULE TO BEHIND ACTION AREA.
ANTENNAE PREWIRED WITH POWER AND GROUND WIRES WITH BREAKER
BACK UP ALARM: 97 DECIBEL RATING WITH MOMENTARY CUT-OFF SWITCH
DOOR OPEN: STANDARD ALARM SYSTEM ACTIVATED BY
PATIENT ENTRY OR COMPARTMENT DOOR OPEN CONDITION
DUAL OEM BATTERIES: 1700 CCA TOTAL
MASTER ON-OFF BATTERY SWITCH: ELECTRONIC SELENOID

HEATER/AIR CONDITIONER: COMBINATION PUREAIR HEATER AND AIR CONDITIONER AND ELECTRONIC THERMOSTAT CONTROL IN PATIENT COMPARTMENT

SHORELINE: KUSSMAUL 20 amp

**VENT POWER: MARINE STYLE WITH 3 SPEED FAN LOCATED OVER SIDE ENTRY DOOR
115 RECEPTACLES: (3) DUPLEX LIGHTED HOSPITAL GRADE WITH GFI PROTECTION, (1) IN ACTION AREA, (1) IN SECOND ACTION AREA ABOVE SHELF (1) IN ALS CABINET
CHECK OUT LIGHTS: CHECK OUT LIGHTS WITH A 15 MINUTE TIMER LOCATED ON THE CURBSIDE WALL**



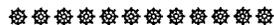
POWER DISTRIBUTION & CONTROL SYSTEM

POWER DISTRIBUTION BOARD: ETCHED TRACE "PRINTED" CIRCUIT BOARD WITH AUTOMOTIVE STYLE BOSCH RELAYS, *ON BOARD DIAGNOSTICS*, CIRCUIT BREAKERS, AND COMPUTER CABLE INTERFACE WITH CONTROL PANELS. NEMA RATED FR-4, MIL, STDs, 810C; 55110D

ELECTRONIC CONTROL MODULE: ETCHED TRACE "PRINTED" CIRCUIT BOARDS WITH STANDARD 5-MINUTE TIME DELAY FOR MODULE CHECK-OUT LIGHTS. DIRECTS LOW VOLTAGE SWITCHING SIGNALS TO POWER DISTRIBUTION BOARD

FRONT CONTROL SWITCH PANEL: FLUSH MOUNTED IN CAB LOW PROFILE DOGHOUSE CONSOLE. LOW VOLTAGE ROCKER SWITCH CONTROLS FOR EMERGENCY LIGHTING, BLACK-OUT FACE WITH LED INDICATORS, AUTO-RESET BACK-UP ALARM SWITCH, SIREN CONTROL HEAD, EMERGENCY AND PATIENT COMPARTMENT MASTER SWITCHES, 3-LIGHT INTERCOM, COMPARTMENT & DOOR AJAR LIGHTS, ALL FUNCTION SWITCHES, BATTERY INDICATOR LIGHTS AND "WAIT TO START" LEGEND FOR DIESEL ENGINE

REAR CONTROL SWITCH PANEL: LOW VOLTAGE ROCKER SWITCH CONTROLS FOR INTERIOR LIGHTING AND 3-LIGHT INTERCOM, BLACK-OUT FACE WITH LED INDICATORS, HEAT/AC CONTROLS, EXHAUST FAN.



WARNING LIGHTS

**FRONT LIGHT BAR: (5) 900 SERIES HALOGEN WITH CHROME FLANGES (R,R,C,R,R)
BODY WARNING LIGHTS: (7) WHELEN 900 SERIES HALOGEN WITH CHROME BEZELS, (2) RED WARNING WITH ADDITIONAL FLASHER TO ALLOW A HYPER FLASH PATTERN LIGHTS ON EACH SIDE OF MODULAR BODY (4) RED WARNING LIGHTS ON REAR OF MODULAR BODY, WINDOW LEVEL WARNING LIGHTS TO BE WIRED AS BRAKE LIGHTS WHEN APPLIED AND (1) AMBER ON REAR OVER DOOR**

GRILLE LIGHTS: (2) WHELEN 700 SERIES RED/CLEAR HALOGEN MOUNTED ON POLISHED CAST BEZELS IN FRONT GRILLE

INTERSECTION LIGHTS: WHELEN 700 SERIES RED HALOGEN W/FLANGES

LOAD LIGHTS: (2) WHELEN OPTISCENE 900 SERIES OVER REAR DOORS

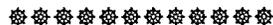
SCENE LIGHTS: (4) WHELEN OPTISCENE 900 SERIES (2) EACH SIDE WITH INTERNAL OPTICS 13 DEGREE

SIREN: WHELEN WS-295SLSAI W/NCM LOCATED IN FRONT SWITCH CONSOLE WITH HORN FEATURE FOR SPECIFIED SIREN IS ENABLED

SIREN SPEAKERS: DUAL SPEAKERS MOUNTED BEHIND THE FRONT GRILLE WITH (2) 100 WATT DRIVERS

STOP, TAIL AND TURN SIGNALS: WHEELED COACH LEDS IN CHROME BEZEL

MARKER LIGHTS: LED MARKER WITH FLASHING CORNER CAP LEDS



INTERIOR

ACTION AREA LIGHT: (1) 15" FLUORESCENT BAR LIGHT IN ACTION AREA
COT MOUNT: STRYKER DUAL POSITION COT MOUNTS WITH YELLOW COT HOOK
INSTALLED AS PER MANUFACTURERS GUIDELINE
DOMELIGHTS: (6) WELDON HALOGEN LIGHTS, (2) ROWS OF THREE EACH SIDE WITH
EACH SIDE SWITCHED SEPARATELY
FLOORING: SPECIAL HEAVY DUTY, HIGH QUALITY *LONPLATE II SAFETY VINYL*
FLOORING ROLLED UP SIDES 4"
SPOTLIGHT: (1) OPTRONICS HAND-HELD 200,000 CP, HARD WIRED, MOUNTED ON ENGINE
COVER, MOMENTARY BUTTON SWITCH
STEPWELL LIGHT: (1) INSIDE STEP WELL ACTIVATED WITH SIDE DOOR

OXYGEN, VACUUM & MISCELLANEOUS EQUIPMENT

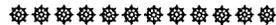
ASPIRATOR: (1) RICO RS-4X DISPOSABLE ASPIRATOR, HARD PLUMBED TO 12 V ELECTRIC
VACUUM PUMP, ASPIRATOR COLLECTION JAR LOCATED IN ACTION AREA
OXYGEN CYLINDER BRACKET ZIAMATIC CYLINDER RACK FOR "M" SIZE CYLINDER,
LOCATED IN COMPARTMENT #1
OXYGEN OUTLETS: (2) OHIO QUICK DISCONNECTS; (1) IN ACTION AREA, AND (1)
CURBSIDE WALL
OXYGEN WRENCH: (1) CHAINED IN OXYGEN COMPARTMENT
VACUUM PUMP: THOMAS 12VDC, MOUNTED ON CEILING IN COMPARTMENT #1
12 VDC OUTLETS: (3) FOR CIGARETTE LIGHTER STYLE PLUGS
110 VAC OUTLETS: (3) 110 VOLT OUTLETS

CABINETS & HARDWARE

ADJUSTABLE SHELVES: THREE (3); ONE IN COMPARTMENT #2, ONE IN
COMPARTMENT #4, AND ONE IN COMPARTMENT #6
ASSIST HANDLES: (3) , ONE (1) "L" STYLE HANDLES; ONE (1) ON EACH PATIENT ENTRY
DOOR PLUS ONE (1) 10" ON ALS CABINET
ACTION AREA: ANGLED SWITCH PANEL WITH BRUSHED ALUMINUM ON LOWER ACTION
AREA WALL
ALS CABINET: (2) ADJUSTABLE SHELVES, OPEN LOWER SECTION, INTERIOR ACCESS
ONLY, RETRACTABLE SEATBELTS AT ALL ALS OPENING (NO INTERIOR DOORS ON ALS)

ASSIST RAILS: (1) 64" STAINLESS STEEL CEILING ASSIST RAIL OVER COT AREA
CONTAMINATED "SHARPS" DISPOSAL: REMOVEABLE, LOCATED IN FRONT ACTION
AREA
IV HOLDERS: (2) DUAL BOTTLE SWING DOWN STYLE, (1) EACH OVER COT AND SQUAD
BENCH, CHEST AREA, W/VELCRO RETAINING STRAPS
LABELS: (2) "NO SMOKING" SIGNS, (1) IN CAB, AND (1) IN PATIENT COMPARTMENT, (2)
"FASTEN SEAT BELT SIGNS, (1) IN CAB, (1) IN PATIENT COMPARTMENT
SEAT BELTS: (5) SETS OF AUTOMOTIVE TYPE LAP BELTS; (3) ON SQUAD BENCH,
(1) TECHNICIAN'S SEAT; (2) MALE END BELTS ON FACE
OF SQUAD BENCH FOR SECONDARY PATIENT
SQUAD BENCH: SOLID LID WITH RATCHET TYPE HOLD OPEN, FULL CUSHION WITH
PORTABLE O2 STORAGE AT HEAD END
PLEXIGLASS DOORS: ALL PLEXIGLASS TO BE 3/16"(.1875") THICK, CLEAR, ALL SLIDING
DOORS TO HAVE FULL LENGTH ALUMINUM PULL HANDLES
STREETSIDE CABINETS: STANDARD PRINT WITH CPR SEAT WITH SHARPS AND TRASH IN
ACTION AREA
TECHNICIAN SEAT: HIGH BACK AUTO STYLE INTEGRATED CHILD SAFETY SEAT WITH
3 POINT HARNESS

UPHOLSTERY: THERMAL VACUUM FORMED SEAMLESS VINYL



PAINT, DECALS, LETTERING

PAINT COLOR: MAIN BODY BRIGHT WHITE

STAR OF LIFE DECALS: REFLECTIVE BLUE SCOTCHLITE WITH WHITE BORDER

(2) SOL, 4" ON HOOD (10.16cm)

(2) SOL, 12" ON REAR (30.48cm)

(2) SOL, 16" (1) EACH SIDE (40.64cm)

(1) STAR, 32" ON ROOF (81.28cm)

(1) AMBULANCE, 4" MIRROR IMAGE ON HOOD (10.16cm)

(3) AMBULANCE, 6" (1) ON EACH SIDE AND REAR (15.24cm)



OPTIONS ADDED TO BID PRICE

DOOR LOCKS: ELECTRIC DOORLOCKS ON ALL COMPARTMENT DOORS WITH HIDE AWAY SWITCH IN FRONT GRILLE WITH (2)KEY FOBS.....	\$1428.00
AIR HORNS: BUEL DUAL AIR HORNS MOUNTED IN FRONT BUMPER.....	\$1314.00
SWITCH 12V MOMENTARY FOR AIR HORNS.....	53.00
2 BLANK SWITCHES FOR CUSTOMER USE.....	106.00
ELECTRIC VELVAC MIRRORS.....	896.00
DIAMOND PLATE OVER REAR WHEEL WELLS.....	430.00
LOWER ORANGE PAINT.....	1800.00
GRAPHICS.....	1100.00
CHEVRONS ON REAR.....	600.00
(3) 3 ADDITONAL COAX CABLE RUNS.....	285.00
1200 WATT INVERTER WITH 50 AMP BATTERY CHARGER.....	1300.00
WIG WAGS: MOUNTED IN FRONT HEADLAMPS.....	361.00
SIREN SPEAKERS CAST IN BUMPER ILOS BEHIND GRILLE.....	346.00
SUPER LED UPGRADE FOR ALL EXTERIOR WARNING LIGHTS.....	3581.00
WINDOW LEVEL REAR WARNING WIRED WITH BRAKE OVERRIDE CURCUIT.....	100.00
110V HEATER MOUNTED IN ATTENDANTS SEAT BASE.....	370.00
2 ND AC CONDENSOR MOUNTED UNDER UNIT.....	1404.00
1 ADDITIONAL AUTO EJECTS 20 AMP.....	480.00
LED DOME LIGHTS ILOS.....	741.00
SIDE ENTRY DOOR GRAB HANDLE.....	127.00
SAFETY NET AT HEAD OF SQUAD BENCH.....	523.00
DRY DECK IN ALL COMPARTMENTS.....	385.00
RESTOCKING CABINETS.....	1200.00
SPLINT CABINET ABOVE SQUAD BENCH.....	728.00
PORTABLE O2 STORAGE BUILT IN FORWARD END OF SQUAD BENCH.....	390.00
PORTABLE LARADAL SUCTION UNIT WITH MOUNT BRACKET AND CORD.....	1075.00
CAB AUXILLARY CONSOLE.....	375.00
EVS 3 POINT CHILD SAFETY SEAT.....	775.00
FLASHLIGHTS: 2 RECHARGABLE SL-45 FLASHLIGHTS	518.00
2 ADDITIONAL KEY FOBS.....	84.00
JOTO DESK WITH IPAD MOUNTING SYSTEM.....	441.00
FLOWMETERS: (2) OHIO FLOWMETERS.....	64.00
REGULATOR: (1) ONE O2 REGULATOR.....	37.00
HUMIDIFIER: (1) ONE HUMIDIFIER.....	72.00
ADD 4 PERCO IV CLIPS WITH VELCRO STRAPS.....	48.00
TWO (2) ADDITIONAL INGNITION KEYS.....	119.00
DELIVERY TO FLORENCE COUNTY.....	626.00

PRICES, TERMS, WARRANTY, AND DELIVERY INFORMATION

Florida Sheriff's Association bid price.....\$120,818.00
Total Options added to bid price.....\$ 24283.00 \$ 24,282.00 (BAW)
Sub-Total.....\$145,101.00 \$ 145,100.00 (BAW)
Total Bid Price 1 Units.....\$ 145,101.00 \$ 145,100.00 (BAW)

TERMS: BALANCE AT TIME OF DELIVERY

DELIVERY: 180 DAYS A.R.O. CHASSIS

WARRANTY: CHEVROLET CHASSIS: 3 YEARS/ 36,000
MILES
AMB. ELECTRICAL 6 YEARS/ 72,000 MILES
AMB. STRUCTURAL 20 YEARS
AMB. PAINT 7 YEARS
AMBULANCE CONVERSION: 4 YEARS/48,000 MILES

PURCHASER

RICK FRANKLIN
SELLER

DATE

10-12-2015
DATE



October 19, 2015

To Whom It May Concern:

Please accept this letter as confirmation that Peach State Ambulance, Inc. is the Wheeled Coach factory authorized dealer for South Carolina. As such they are authorized to sell the Wheeled Coach product under Florida Sheriffs' Association Contract 15-11-0116.

Should there be any questions or if additional information is needed, please let me know.

Sincerely,

WHEELED COACH INDUSTRIES, INC.

A handwritten signature in black ink that reads 'Edward Snider'. The signature is written in a cursive style with a horizontal line underneath the name.

Edward Snider, Regional Sales Manager



FLORENCE COUNTY
Emergency Medical Services

Ryon A. Watkins
Director

Barrott W. Dowdy
Operations Manager

October 12, 2015

Patrick Fletcher, Director
Florence County Procurement Department
180 North Irby Street
Florence, SC 29501

Re: Recommendation Regarding Ambulance Purchase

Patrick,

I'm writing today to recommend that we utilize FY16 budgeted funds and the Florida Sheriffs Association purchasing contract to purchase one ambulance from Peach State Ambulance, who is the South Carolina distributor for Wheeled Coach. This will replace one 2008 model ambulance.

Florence County EMS presently operates seventeen ambulances that were built by Wheeled Coach. I have been pleased with the quality of their product and believe another one of their units will greatly enhance our fleet.

Unlike some other vendors, the customer service from Peach State Ambulance has been exemplary. When issues with the ambulances arise, they take our concerns seriously and do whatever is necessary to correct problems.

Please contact me if you have any questions regarding this matter.

Yours very truly,

Ryon A. Watkins
Director

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Hannah-Salem-Friendfield Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request For Council To Award Bid No. 08-15/16 For The Fleming Town Fire Station In The Amount Of \$312,950.00 For The Hannah Salem Friendfield Fire Department To ACE Construction Of Florence, 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 August 28, 2015. The bid opening was held on September 17, 2015.
- 2) Two (2) bids were received; Two (2) bids were compliant. ACE Construction of Florence, SC was the lowest responsible, responsive bidder.
- 3) Recommendation letter from Sam Brockington, Fire-Rescue Coordinator and Chief Monty Tedder of the Hannah-Salem-Friendfield Fire Department recommending the award of the low bidder.
- 4) The bid expires December 17, 2015.

FUNDING FACTORS:

- 1) \$312,950.00 = Total amount funded from The Capital Project Sales Tax II Funds under line item 332-421-428-200-8600.

OPTIONS:

- 1) Award Bid No. 08-15/16 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter from Sam Brockington, Fire-Rescue Coordinator and Chief Monty Tedder of the Hannah-Salem-Friendfield Fire Department dated November 2, 2015.

Florence County, SC
Fleming Town Fire Station
Tabulation for Bid No. 08-15/16

Bid Opening: 9/17/2015 @ 2:00 p.m.

Company	BB (Y/N)	Addendum No. 1 (Y/N)	Addendum No. 2 (Y/N)	Bid Amount**
ACE Construction - Florence, SC	Y	Y	Y	\$312,950.00
Gilbert & Fields Construction - Florence, SC	Y	Y	Y	\$410,788.00

**Bid includes sales tax

Mr. Patrick D. Fletcher, CPPB

Procurement Director

County of Florence

180 N. Irby Street MSC-R

Florence, SC 29501

November 2, 2015

Dear Patrick:

I have reviewed the proposal for the Hannah-Salem-Friendfield Fire Department from Ace Construction Company for \$312, 950.00 and find the proposal to meet the intent of the Capital Project Sales Tax funding. The plans and specifications for the Flemingtown fire station are appropriate for our needs and the cost is reasonable based on industry standards.

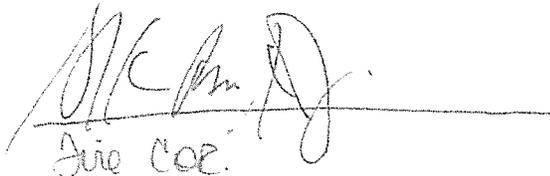
Should you have any questions, please do not hesitate to give me a call.

Yours truly,



Monty Tedder, Chief

Hannah-Salem-Friendfield Fire Department



Sue Coe

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Howe Springs Fire Station
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 14-15/16 For The Construction Of A New Main Station For Howe Springs Fire Department In The Amount Of \$2,821,500.00 (Primary Bid Amount Plus all Alternates) 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 Friday, October 2, 2015. The bid opening was held on Thursday, October 29, 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 William Dillon recommends awarding to the low bidder.
- 4) The bid expires January 29, 2016.

FUNDING FACTORS:

\$2,821,500.00 = Total amount funded for the construction of a new main station for Howe Springs Fire Department from the Capital Project Sales Tax II Funds Account Number 332-421-428-130-8600-5004.

OPTIONS:

- 1) Award Bid No. 14-15/16 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Recommendation Letter from William Dillon, Howe Springs Fire Chief dated November 2, 2015.
- 2) Bid Tabulation Sheet.

HOWE SPRINGS FIRE RESCUE

November 02, 2015

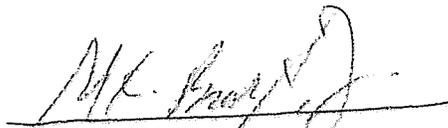
Director of Procurement
Patrick Fletcher

The Board of Directors for Howe Springs Fire Rescue would like to accept the bid from FBI Construction INC for the construction of the new Howe Springs Fire Station. The total cost is \$2,821,500.00, which includes the base bid, and Alternates #1-5. Please feel free to contact me if you have any further questions on this matter. Thank you for all your assistance in this matter.

Sincerely,



William Dillon
Chief


Fire Coordinator

2229 Howe Springs Rd., Florence, SC 29505
www.howespringsfire.org
Bus. 843-669-4196
Fax. 843-669-1557

Chief William Dillon
bdillon@howespringsfire.org

NAME OF BIDDER	Addenda Received		BID AMOUNT	Alternate #1 - Front Pond	Alternate #2 - Extended Back Pond	Alternate #3 - Gravel Roads	Alternate #4 - Extend Water Line	Alternate #5 - Clearing &	Bid Bond
	1	2							
Fbi Construction Inc.	✓	✓	\$2,662,000	\$11,500	\$17,000	\$111,000	\$8,000	\$12,000	✓
Construction Dynamics, Inc.	✓	✓	\$2,775,000	\$14,500	\$35,500	\$98,500	\$13,500	\$61,750	✓
North Lake Construction Co., Inc.	✓	✓	\$2,909,000	\$15,500	\$35,500	\$101,000	\$15,400	\$39,000	✓
Brantley Construction Company, LLC	✓	✓	\$2,806,645	(\$35,581)	(\$30,475)	\$85,502	\$18,131	\$28,237	✓
Consensus Construction & Consulting, Inc.	✓	✓	\$2,968,000	(\$30,000)	(\$25,000)	\$85,000	\$20,000	\$30,000	✓

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Report to Council

DEPARTMENT: Florence County Museum

ISSUE UNDER CONSIDERATION:

Council is requested to consider the reclassification of a Secretary II position to a Secretary III position at the Florence County Museum.

POINTS TO CONSIDER:

- 1) Since the opening of the Florence County Museum in 2014, administrative responsibilities have increased and job functions changed.
- 2) In addition to other additional administrative duties, this position now schedules, monitors, collects insurance information and handles other matters relating to museum events, rentals and daily facility usage by the public.

FUNDING FACTORS:

- 1) This position would change from a Grade 10, Secretary II to a Grade 11, Secretary III. The annual financial change for this position is as follows:
\$2,499.00 - Annual Change in Rate
- 2) Current Salary Savings are available to fund this change for the remaining 2015/16 fiscal year. Future funding will be available through budget allocations.

OPTIONS:

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

ATTACHMENT:

1. MEMO Requesting Reclassification
2. Job Description for Secretary III



111 West Cheves Street
Florence, SC 29501
843.676.1200
flocomuseum.org

November 4, 2015

Florence County Administrator
Mr. K. G. Rusty Smith
180 North Irby Street
Florence, SC 29501

Dear Mr. Smith,

I have enclosed information regarding a Secretary II position at the Florence County Museum. After review of the position and the changes in scope of work, I modified and submitted a grade change request for 2015/16 FY which was not within the scope of the budget at that time.

At this time, I would like to request a reclassification of the current Secretary II position to Secretary III. This change would best reflect the work necessary to complete the current job duties fulfilled by the current employee. The financial implication for this request is as follows:

Currently the position is posted at a grade 10, \$24,968. a year, \$12.33 per hour. I would like to increase this to \$27,467. at \$13.56 per hour. Current salary savings for the FY 2015/16 budget would cover the cost of the increase. The increase for future budget years would be covered by the reallocation of other budget line items.

After review, please let me know how I should best move forward. I have enclosed a copy of the proposed PAR form for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Andrew R. Stout", written over a light blue horizontal line.

Andrew R. Stout
Florence County Museum
Director

**FLORENCE COUNTY, SOUTH CAROLINA
JOB DESCRIPTION, OCTOBER 2015**

JOB TITLE: SECRETARY III

GENERAL STATEMENT OF JOB

Under limited supervision, must be mentally and physically capable of performing a variety of complex administrative, secretarial and clerical duties in order to ensure effective and efficient office operations.

Provides assistance to department management, co-workers and the general public as required. Assists in supervising clerical personnel. Reports to the Department Director.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Assists department director and other staff members by performing a variety of secretarial and clerical duties, which may include but are not limited to composing and/or preparing reports and correspondence, performing physical and electronic dictation and transcription, researching and compiling data, maintaining inventory of office supplies and equipment, scheduling in budget preparation, receiving and receipting payments, maintaining financial records, establishing and maintaining filing systems, making travel arrangements, etc.

Types, copies, files and mails various routing and confidential letters of correspondence, reports, and official documents.

Performs computer data entry to record and retrieve information.

Anticipates and prepares materials needed by supervisor for conferences, meetings, and correspondence, etc.

Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate staff person. Greets office visitors and performs customer/public service duties as required.

Assists in supervising and training subordinate clerical personnel; supervisory duties include instructing, assigning and reviewing work of others; maintaining standards and coordinating activities.

Receives, reviews, prepares and/or submits a variety of documents, which may include department records, inventory lists, logs, routine reports, applications, travel forms, meeting minutes, billing invoices, purchase requisitions, spreadsheets, budget documents, expenditure reports, schedules, attendance records, work orders, legal documents, memos, correspondence, etc.

Operates a variety of equipment, which may include a computer, printer, typewriter, copier, fax machine, telephone, two-way radio, audio-visual equipment, tape recorder, Dictaphone, calculator, cash register, microfilm reader/printer, etc.

Interacts and communicates with departmental supervisors and employees, County department directors and employees, sales representatives, County officials, government agencies, various outside organizations and professionals, and the general public.

Oversees and coordinates the use and rental of museum facilities. Consults with the individuals and organizations interested in contracting for the use of the museum facilities; prepare contracts and invoices for the use of the facilities.

Prepare and maintain a variety of files, records and reports, including facility usage, membership and others.

SECRETARY III

ADDITIONAL JOB FUNCTIONS

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Requires a vocational/technical diploma in secretarial science or related field supplemented by three to five years of administrative experience, or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities. Must be able to type 60-65 words per minute accurately; may require the ability to take shorthand and perform speedwriting.

Florence County Council Meeting
November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department
Olanta Fire Department

ISSUE UNDER CONSIDERATION:

Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-15 Awarded to North America Fire Equipment Company, Inc. (NAFECO) For The Purchase Of Twenty Five (25) 4500 PSI Self-Contained Breathing Apparatus (SCBAs) For The Olanta Fire Department In The Amount Of \$173,324.93 (Including Sales Tax And Trade-In Of 13 SCBAs) As Funded By Fire 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 HGAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
- 2) HGAC publicly offered and established Contract No. EE08-15 for Emergency Medical & Rescue Equipment.
- 3) County Code of Ordinances Section 11.5-41 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.
- 4) Fire/Rescue Services Coordinator Samuel K. Brockington, Jr. and Olanta Fire Chief Jimmy Coker recommend the use of the HGAC Cooperative Purchasing Contract.

FUNDING FACTORS:

\$173,324.93 = Total cost of equipment for the Olanta Fire Department to be funded from fire bond funds under line item 330-451-428-330-9200.

OPTIONS:

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

ATTACHMENTS:

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract No. EE08-15 (NAFECO)
- 3) HGAC Price Worksheet.
- 4) Letter of Recommendation dated November 4, 2015 from Fire/ Rescue Services Coordinator Samuel K. Brockington, Jr. and Olanta Fire Chief Jimmy Coker.

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
NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)
Decatur, Alabama

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, North America Fire Equipment Co., Inc. (NAFECO), hereinafter referred to as the CONTRACTOR, having its principal place of business at 1515 West Moulton Street, Decatur, Alabama 35601.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Emergency Medical & Rescue Equipment Contract to become effective as of August 1, 2015, and to continue through July 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Emergency Medical & Rescue Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Emergency Medical & Rescue Equipment through the H-GAC Contract to END USERS.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EE08-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:EE08-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE 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.

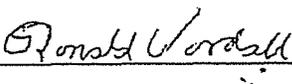
Signed for Houston-Galveston Area Council, Houston, Texas:


Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas:


Deidre Vick, Director of Public Services
Date: 8/18, 2015

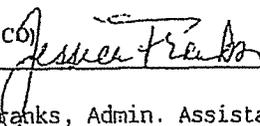
Signed for North America Fire Equipment Co., Inc. (NAFECO) Decatur, Alabama:



Printed Name & Title: Ronald Woodall, Vice President

Date: August 12, 2015

Attest for North America Fire Equipment Co., Inc. (NAFECO) Decatur, Alabama:



Printed Name & Title: Jessica Franks, Admin. Assistant

Date: August 12, 2015

Attachment A
North America Fire Equipment Co., Inc. (NAFECO)
Emergency Medical & Rescue Equipment
Contract No.: EE08-15

Product Code	Mfg.	Model & Description	Base Offered Price
ABA	Avon Protection Systems	Deltair, 30 minute service life, 2216 PSI cylinder pressure rating, carbon cylinder	\$ 6,418.00
ABB	Avon Protection Systems	Deltair, 30 minute service life, 4500 PSI cylinder pressure rating, carbon cylinder	\$ 6,418.00
ABC	Avon Protection Systems	Deltair, 45 minute service life, 4500 PSI cylinder pressure rating, carbon cylinder	\$ 6,618.00
FEA	Rescue 42	CTC-6001 TeleCrib Stabilization: Engine Kit (1 short, 1 long strut w/all stabilization accessories. Working load up to 18,000 lbs.)	\$ 2,245.00
FEB	Rescue 42	CTC-6002 TeleCrib Stabilization: Truck Kit (2 short, 2 long strut w/all stabilization accessories. Working load up to 18,000 lbs.)	\$ 4,195.00
FEC	Rescue 42	CTC-6003 TeleCrib Stabilization: Rescue Kit (4 short, 4 long strut w/all stabilization accessories. Working load up to 18,000 lbs.)	\$ 7,795.00
FED	Rescue 42	CTC-503 Strut Jack: Manual Lift 8,000 lb. rating	\$ 785.00
HBA	E2V	P7050 Argus4 160 thermal imager with 160 x 120 detector. Spot and ambient Image Capture, Zoom	\$ 6,379.00
HBB	E2V	P7150 Argus4 320 thermal imager with 320 x 240 detector, Spot Temp and ambient temp, Image Capture, Zoom.	\$ 7,682.00
HBD	E2V	Mi-160-1, Mi-Tic Thermal imager 160 x 120 detector (spot temp) One button	\$ 4,898.00
HBE	E2V	Mi-160-3 Mi-Tic Thermal Imager 160 x 120 detector (spot temp), 3 button, zoom	\$ 5,319.00
HBF	E2V	Mi-Tic-320-1, Mi-Tic 320 x 240 detector , spot temp), one button	\$ 6,209.00
HBG	E2V	Mi-Tic-320-3, Mi-Tic 320 x 240 detector, spot temp, 3 button, zoom	\$ 6,586.00
HBH	E2V	Mi-Tic-320-1-NFPA 320x240 detector, three button, NFPA Compliant	\$ 6,686.00
HBI	E2V	Mi-Tic-320-1-NFPA Mi-Tic 320 x 240 detector ,one button, NFPA Compliant	\$ 6,686.00
IEA	Super Vac	SV3-16, 16" Ventilation Saw w/ chain	\$ 1,976.00
IEB	Super Vac	SV3-20, 20" Ventilation Saw w/ chain	\$ 2,012.00
LAA	Lion	Liberty Protective Clothing	31%

LAB	Lion	V-Force Protective Clothing	31%
LAC	Lion	Supper Delux Protective Clothing	31%

Mr. Patrick D. Fletcher, CPPB

Procurement Director

County of Florence

180 N. Irby Street MSC-R

Florence, SC 29501

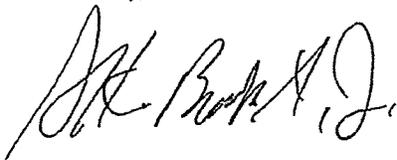
November 4, 2015

Dear Patrick:

As per our meeting, Chief Jimmy Coker and I have reviewed the proposal for the Olanta Fire Department from NAFECO for new breathing apparatus and related equipment and find the proposal to meet the intent of the new fire equipment bond and I further recommend they use the HGAC purchasing plan. The specifications for these breathing apparatus are appropriate for their needs and the cost, \$173,324.93, is reasonable based on industry standards. Furthermore, Chief Coker and I recommend we purchase the equipment using the HGAC purchasing plan.

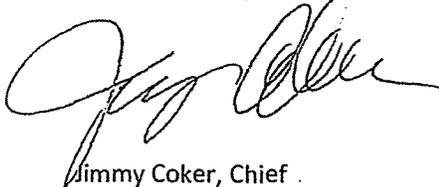
Should you have any questions, please do not hesitate to give me a call.

Yours truly,



Samuel K. Brockington, Jr., Coordinator

Florence County Fire-Rescue



Jimmy Coker, Chief

Olanta Fire Department

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of ten (10) vehicles as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached vehicles are recommended to be declared surplus by the using department.
2. The vehicles have little value or are obsolete to the using department and have been offered to all County departments.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.

FUNDING FACTORS:

\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

OPTIONS:

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

ATTACHMENTS:

Surplus property listing.

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	
V0791	FORD	CROWN VIC	2005	58,800	2FAFP71W35X141600
VS132	FORD	CROWN VIC	2008	126,782	2FAFP71V08X124054
VS235	DODGE	CHARGER	2009	120,910	2B3KA43T99H624537
VS240	DODGE	CHARGER	2010	134,643	2B2AA4CT0AH128767
VS279	DODGE	CHARGER	2010	137,502	2B3AA4CT5AH240528
VS336	DODGE	CHARGER	2012	98,266	2C3CDXATODH544412
V0732	FORD	RANGER	2000	20,635	1FTYR10C8YTB20647
V0736	FORD	RANGER	2000	27,087	1FTYR10C8YPB99925
VS272	FORD	CROWN VIC	2010	85,281	2FABP7BV0AX126244
VS308	DODGE	CHARGER	2011	122,520	2B3CL1CT8BH609854

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Sardis-Timmonsville Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of Additional Funds For The Purchase Of Two (2) Midship 1250 Pumpers With The Necessary Equipment From Smeal Fire Apparatus That Was Approved For Purchase At The October 15, 2015 Council Meeting In The Amount Of \$12,526 As Funded By Bond Funds.

POINTS TO CONSIDER:

- 1) \$931,254 was approved at the October 15, 2015 meeting to purchase the pumpers from the HGAC cooperative purchasing contracts made available thru HGACBuy.
- 2) The fact sheet presented by the Fire-Rescue Coordinator was not consistent with the contract that was subsequently presented by Smeal.
- 3) The correct cash on delivery (COD) amount is \$943,780 (including tax), a \$12,526 increase in the amount approved by Council.
- 4) Letter from Sam Brockington, Fire-Rescue Coordinator and Chief Ward of the Sardis-Timmonsville Fire Department recommending the additional funds to purchase the trucks.

FUNDING FACTORS:

\$12,526 = Total Additional Funds for the Sardis-Timmonsville Fire District from bond funds under line item 330-451-428-400-9100.

OPTIONS:

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

ATTACHMENTS:

- 1) The Revised HGAC Price Worksheet.
- 2) Letter of Recommendation dated October 29, 2015 from Sam Brockington, Fire-Rescue Coordinator and Chief Ward of the Sardis-Timmonsville Fire Department.



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
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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 Fedael 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
00850 72" Whelen LED lighbar	4224.00	GMI1103-004 Chrome door hardware	799.00
M00055 Hale pump manifold	1610.00	GMI1507-002 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

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 each	12250	(3) pair Whelen M9 scene lights	3732
Hansen lighted handrails	2722	Miscellaneous dealer furnished items	3000
Side access panels with built in upper steps, LED lights	2695		
Akron electric deck gun package	18177	Subtotal From Additional Sheet(s):	
(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)

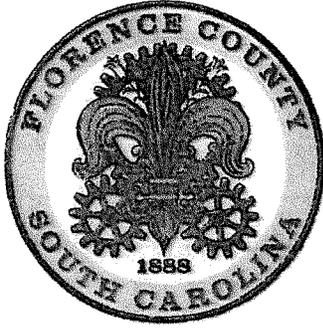
Quantity Ordered:	2	X Subtotal of A + B + C:	455327	=	Subtotal D:	910654
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E. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal E:** 2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Miscellaneous Freight, Dealer Prep, training	18000		
Tax and chassis interest	13126		
		Subtotal F:	31126

Delivery Date: 10/1/2016 **G. Total Purchase Price (D+E+F):** 9437,355



Florence County South Carolina

October 29, 2015

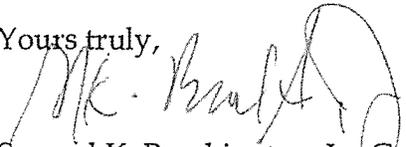
Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501
October 29, 2015

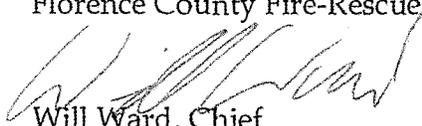
Dear Patrick:

As per our meeting, I have reviewed the proposal for the Sardis-Timmons ville Fire Department from Smeal Fire Apparatus and U.S. Tanker and find the proposals 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 Will Ward and he recommends we purchase the pumpers using the HGAC purchasing plan. The proposal for the two pumpers is for \$943,780.00 and for the tanker is \$256,333.00.

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


Will Ward, Chief
Sardis-Timmons ville Fire Department

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Sardis-Timmonsville Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of Additional Funds To Purchase One (1) Heritage Wet Side KW Tanker With The Necessary Equipment From US Tanker That Was Approved For Purchase At The October 15, 2015 Council Meeting In The Amount Of \$2,914 As Funded By Bond Funds.

POINTS TO CONSIDER:

- 1) \$ 253,419 was approved at the October 15, 2015 meeting to purchase the Tanker from the H-GAC cooperative purchasing contracts made available thru HGACBuy.
- 2) The fact sheet presented by the Fire-Rescue Coordinator was not consistent with the contract that was subsequently presented by US Tanker.
- 3) The correct cash on delivery (COD) amount is \$256,333 (including tax), a \$2,914 increase in the amount approved by Council.
- 4) Letter from Sam Brockington, Fire-Rescue Coordinator and Chief Ward of the Sardis-Timmonsville Fire Department recommending the additional funds to purchase the Tanker.

FUNDING FACTORS:

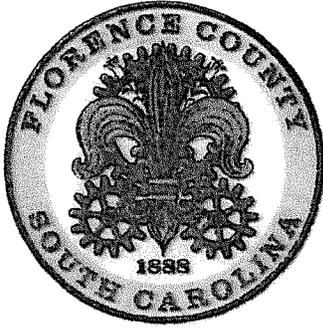
\$2,914 = Total Funds for the Sardis-Timmonsville Fire District from bond funds under line item 330-451-428-400-9100.

OPTIONS:

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

ATTACHMENTS:

- 1) The Revised HGAC Price Worksheet.
- 2) Letter from the Sardis-Timmonsville Fire Department Recommending the additional funds to purchase the trucks dated October 29, 2015.



Florence County South Carolina

October 29, 2015

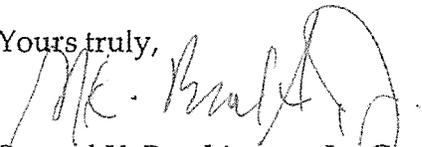
Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501
October 29, 2015

Dear Patrick:

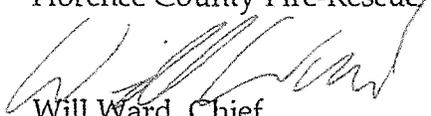
As per our meeting, I have reviewed the proposal for the Sardis-Timmons ville Fire Department from Smeal Fire Apparatus and U.S. Tanker and find the proposals to meet the intent of the new fire apparatus and equipment bond and I further recommend they used the HGAC purchasing plan. The specifications 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 Will Ward and he recommends we purchase the pumpers using the HGAC purchasing plan. The proposal for the two pumpers is for \$943,780.00 and for the tanker is \$256,333.00.

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



Will Ward, Chief
Sardis-Timmons ville Fire Department

FLORENCE COUNTY COUNCIL MEETING

November 19, 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. EE08-15 Awarded To Mine Safety Appliances, LLC For The Purchase Of Forty (40) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) For The Sardis-Timmonsville Fire Department In The Amount Of \$287,685.00 (Including Sales Tax And The Trade-In Of 30 SCBAs) As Funded By Fire 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. # EE08-15 for Emergency Medical & Rescue Equipment.
- 3) Mine Safety Appliances, LLC is the Contractor for the SCBAs under HGAC Contract No. EE08-15.
- 4) Newton Fire & Safety is an authorized Mine Safety Appliances, LLC distributor.
- 5) 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.
- 6) Letter of Recommendation from Samuel Brockington and Chief Will Ward.

FUNDING FACTORS:

\$287,685.00 = Total cost of equipment for the Sardis-Timmonsville Fire Department to be funded from fire bond funds under line item 330-451-428-400-9200.

OPTIONS:

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

ATTACHMENTS:

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract (Mine Safety Appliances, LLC)
- 3) Mine Safety Appliances, LLC's Contract Assignment and Assumption Agreement with Newton Fire and Safety.
- 4) HGAC Price Worksheet.
- 5) Letter of Recommendation dated October 27, 2015 from Sam Brockington and Chief Will Ward.

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
MINE SAFETY APPLIANCES, LLC
Cranberry, 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, Mine Safety Appliances, LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 1000 Cranberry Woods Drive, Cranberry, Pennsylvania 16066.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Emergency Medical & Rescue Equipment Contract to become effective as of August 1, 2015, and to continue through July 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Emergency Medical & Rescue Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Emergency Medical & Rescue Equipment through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EE08-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:EE08-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE 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.

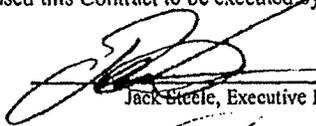
ARTICLE 23:

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: August 5, 2015

Signed for Mine Safety Appliances, LLC
Cranberry, Pennsylvania:

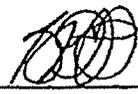


Steven C. Blanco

Printed Name & Title: Corporate VP and General Manager Northern North America

Date: July 31, 2015

Attest for Mine Safety Appliances, LLC
Cranberry, Pennsylvania:



Gavan Duff, Chief Customer Officer

Printed Name & Title: Gavan Duff, Chief Customer Officer

Date: July 31, 2015

Attachment A
 Mine Safety Appliances, LLC
 Emergency Medical & Rescue Equipment
 Contract No.: EE08-15

Product Code	Mfg.	Model & Description	Base Offered Price
ACA	MSA	G1 SCBA 30 minute service life, 2216 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard	\$ 5,740.00
ACB	MSA	M7XT SCBA, w/facepiece 30 minute service life, 2600 PSI cylinder pressure rating, aluminum cylinder NFPA 2013 Standard	\$ 6,250.00
ACC	MSA	M7XT SCBA, w/facepiece 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder NFPA 2013 Standard	\$ 6,425.00
ACD	MSA	G1 SCBA, 45 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard	\$ 5,720.00
ACE	MSA	G1 SCBA, 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard	\$ 5,670.00
ACF	MSA	G1 SCBA, 60 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard	\$ 5,893.00
ACG	MSA	G1 SCBA W/facepiece, 5500-psi 30, 45, 60, & 75 minute HP carbon cylinder NFPA 2013 Standard	\$ 6,340.00
HEA	MSA	Evolution 6000 Basic TIC (NFPA) Microbolometer (sensor) Resolution 320 X 240HD, Laser Pointer, flashlight	\$ 10,050.00
HEB	MSA	Evolution 6000 Plus TIC (NFPA) 2X/4X zoom, 6-user-selectable color palettes, Resolution 320 X 240HD, range finder, transmitter	\$ 11,190.00
HEC	MSA	Evolution 6000 Xtreme TIC (NFPA) 2X/4X zoom, 6-user-selectable color palettes, Resolution 320 X 240HD, range finder, transmitter, video/picture capture	\$ 12,730.00
HED	MSA	Evolution 5800 TIC, Microbolometer (sensor) Resolution 320x240	\$ 10,750.00
HEE	MSA	Evolution 5200 HD2 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$ 9,935.00
HEF	MSA	Evolution 5200 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$ 9,710.00
HEG	MSA	Evolution 5600 TIC, Microbolometer (sensor) - Resolution 120 x 120	\$ 6,520.00

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council of Governments (H-GAC), Mine Safety Appliances, LLC (Contractor) and Newton's Fire & Safety Equipment, Inc., (Assignee).

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE08-15, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor assigns the performance of its obligations under the Contract to Assignee for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Contractor will continue as originally contracted with H-GAC; and

NOW THEREFORE, Assignee agrees to accept this assignment, and H-GAC concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

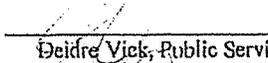
IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council:



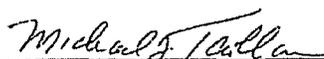
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council:



Deidre Vick, Public Services Director
Date: 10/19/2015

Signed for Mine Safety Appliances, LLC
Cranberry, Pennsylvania:

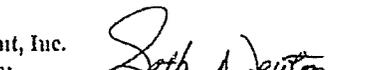


(Signature of Contractor)

Date: October 6, 2015

Michael J. Taillon, Manager, NA Sales Channels
Printed Name & Title

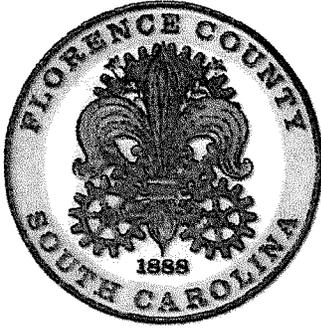
Signed for Newton's Fire & Safety Equipment, Inc.
Swepsonville, North Carolina:



(Signature of Assignee)

Date: 10/7/15

Seth Newton Vice President
Printed Name & Title



Florence County South Carolina

October 27, 2015

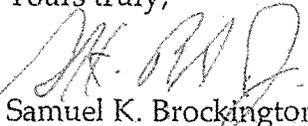
Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Windy Hill Fire Department and the Sardis-Timmons ville Fire Department from Newton Fire Equipment for new breathing apparatus and related equipment and find the proposal to meet the intent of the new fire equipment bond and I further recommend they used the HGAC purchasing plan. The specifications for these breathing apparatus 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 Chief Will Ward and they recommend we purchase the equipment using the HGAC purchasing plan totaling \$415,184.40 for Windy Hill and \$287,685.00 for Sardis-Timmons ville.

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


John Delung, Chief
Windy Hill Fire Department


Will Ward, Chief
Sardis-Timmons ville Fire Department

FLORENCE COUNTY COUNCIL MEETING

November 19, 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. EE08-15 Awarded To Mine Safety Appliances, LLC For The Purchase Of Sixty (60) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) For The Windy Hill Fire Department In The Amount Of \$415,184.40 (Including Tax And The Trade-In of 50 Current SCBAs) As Funded By The 2015 Fire Bonds.

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 HGAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
- 2) HGAC publicly offered and established a contract based on Bid No. # EE08-15 for Emergency Medical & Rescue Equipment.
- 3) Mine Safety Appliances, LLC is The Contractor for the SCBAs under HGAC Contract No. EE08-15.
- 4) Newton Fire & Safety is an authorized Mine Safety Appliances, LLC distributor.
- 5) 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.
- 6) Letter of Recommendation from Samuel Brockington and Chief John Delung.

FUNDING FACTORS:

\$415,184.40 = Total cost of equipment for the Windy Hill Fire Department to be funded from bond funds under line item 330-451-428-120-9200.

OPTIONS:

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

ATTACHMENTS:

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract (Mine Safety Appliances, LLC).
- 3) Mine Safety Appliances, LLC's Contract Assignment and Assumption Agreement with Newton Fire and Safety.
- 4) HGAC Price Worksheet.
- 5) Letter of Recommendation dated October 27, 2015 from Sam Brockington and Chief John Delung.



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
MINE SAFETY APPLIANCES, LLC
Cranberry, 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, Mine Safety Appliances, LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 1000 Cranberry Woods Drive, Cranberry, Pennsylvania 16066.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Emergency Medical & Rescue Equipment Contract to become effective as of August 1, 2015, and to continue through July 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Emergency Medical & Rescue Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Emergency Medical & Rescue Equipment through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EE08-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:EE08-15, 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 a foreshaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

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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 indemnifies 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.

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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.

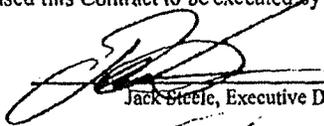
ARTICLE 23:

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.

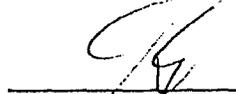
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Bittle, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services
Date: August 5, 2015

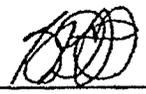
Signed for Mine Safety Appliances, LLC
Cranberry, Pennsylvania:



Printed Name & Title: Steven C. Blanco
Corporate VP and General Manager North North America

Date: July 31, 2015

Attest for Mine Safety Appliances, LLC
Cranberry, Pennsylvania:



Printed Name & Title: Gavan Duff, Chief Customer Officer

Date: July 31, 2015

Attachment A
 Mine Safety Appliances, LLC
 Emergency Medical & Rescue Equipment
 Contract No.: EE08-15

Product Code	Mfg.	Model & Description	Base Offered Price
ACA	MSA	G1 SCBA 30 minute service life, 2216 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard	\$ 5,740.00
ACB	MSA	M7XT SCBA, w/facepiece 30 minute service life, 2600 PSI cylinder pressure rating, aluminum cylinder NFPA 2013 Standard	\$ 6,250.00
ACC	MSA	M7XT SCBA, w/facepiece 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder NFPA 2013 Standard	\$ 6,425.00
ACD	MSA	G1 SCBA, 45 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard	\$ 5,720.00
ACE	MSA	G1 SCBA, 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard	\$ 5,670.00
ACF	MSA	G1 SCBA, 60 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard	\$ 5,893.00
ACG	MSA	G1 SCBA W/facepiece, 3500-psi 30, 45, 60, & 75 minute HP carbon cylinder NFPA 2013 Standard	\$ 6,340.00
HEA	MSA	Evolution 6000 Basic TIC (NFPA) Microbolometer (sensor) Resolution 320 X 240HD, Laser Pointer, flashlight	\$ 10,050.00
HEB	MSA	Evolution 6000 Plus TIC (NFPA) 2X/4X zoom, 6-user-selectable color paletts, Resolution 320 X 240HD, range finder, transmitter	\$ 11,190.00
HEC	MSA	Evolution 6000 Xtreme TIC (NFPA) 2X/4X zoom, 6-user-selectable color paletts, Resolution 320 X 240HD, range finder, transmitter, video/picture capture	\$ 12,730.00
HED	MSA	Evolution 5800 TIC, Microbolometer (sensor) Resolution 320x240	\$ 10,750.00
HEE	MSA	Evolution 5200 HD2 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$ 9,935.00
HEF	MSA	Evolution 5200 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$ 9,710.00
HEG	MSA	Evolution 5600 TIC, Microbolometer (sensor) - Resolution 120 x 120	\$ 6,520.00

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council of Governments (H-GAC), Mine Safety Appliances, LLC (Contractor) and Newton's Fire & Safety Equipment, Inc., (Assignee).

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE08-15, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor assigns the performance of its obligations under the Contract to Assignee for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Contractor will continue as originally contracted with H-GAC; and

NOW THEREFORE, Assignee agrees to accept this assignment, and H-GAC concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council:

[Signature]
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council:

[Signature]
Deidra Visk, Public Services Director
Date: 10/19/15

Signed for Mine Safety Appliances, LLC
Cranberry, Pennsylvania:

[Signature]
(Signature of Contractor)

Date: October 6, 2015

Michael J. Taillon, Manager, NA Sales Channels
Printed Name & Title

Signed for Newton's Fire & Safety Equipment, Inc.
Swepsonville, North Carolina:

[Signature]
(Signature of Assignee)

Date: 10/2/15

Seth Newton Vice President
Printed Name & Title

Wendy 4.11

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.: EE08-13	Date Prepared: 9/30/2015
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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: County of Florence	Contractor: Newton's Fire & Safety
Contact Person: Patrick Fletcher	Prepared By: Seth Newton
Phone: (843) 665-3018	Phone: (910) 237-5471
Fax: (843) 664-9668	Fax: (336) 578-1982
Email: pfletcher@florenceco.org	Email: seth@newtonsfire.com

Product Code: ADD	Description: MSA SCBA 4500PSI cylinder pressure rating, 45 Minute Service Life 60 @ 6,007.00 each
--------------------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 360,420

B. Published Options - Itemize below - Attach additional sheet 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
10111642 MSA Transfill Hose & Pouch 60 Ea @ 883.50 Ea	53,010		
10156424 4500 PSI 45 Minute Cylinder 82 Each @ 1,070.00 Ea	87,740		
10041199 Rescue Aire II 6 Each @ 6,484.30 Ea	38,905.80		
10162403 QC x 1/4" NPT Cascade Adapter 4 Each @ 615.40 Ea	2,461.60		
10156459 MSA Facepiece 10 Each @ 370.00 Ea	3,700.00		
HGAC 10% Discount per Form E	-18,581.70		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	167235.7

C. Unpublished Options - Itemize below - Attach additional sheet 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):	
		Subtotal C:	0

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: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

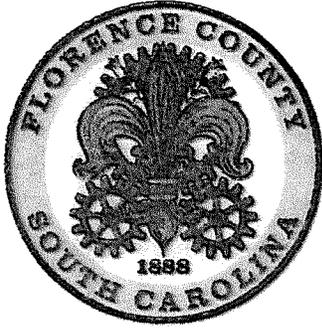
Quantity Ordered: 1	X Subtotal of A + B + C:	527655.7	=	Subtotal D: 527655.7
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Trade In Credit Towards Existing SCBA	-143,226		
		Subtotal E:	-143225.7

Delivery Date: **F. Total Purchase Price (D+E):** 384429.7

TAX
Total 415,000.00
-380-4



Florence County South Carolina

October 27, 2015

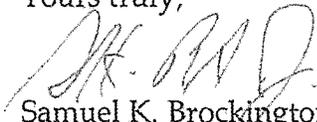
Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

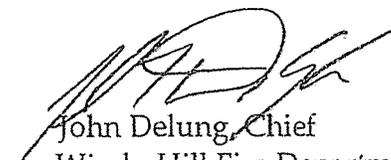
Dear Patrick:

As per our meeting, I have reviewed the proposal for the Windy Hill Fire Department and the Sardis-Timmons ville Fire Department from Newton Fire Equipment for new breathing apparatus and related equipment and find the proposal to meet the intent of the new fire equipment bond and I further recommend they used the HGAC purchasing plan. The specifications for these breathing apparatus 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 Chief Will Ward and they recommend we purchase the equipment using the HGAC purchasing plan totaling \$415,184.40 for Windy Hill and \$287,685.00 for Sardis-Timmons ville.

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


John Delung, Chief
Windy Hill Fire Department


Will Ward, Chief
Sardis-Timmons ville Fire Department

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Report to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Authorize A Budget Neutral Reclassification Of A Forensic Technician (slot 110-101) From Grade 17 (Corporal) To Grade 19 (Sergeant).

POINTS TO CONSIDER:

1. Section 9.3D of the Personnel Policy Manual (PPM) requires Council authorization for reclassification of a position.
2. Establishing a Sergeant in the Forensics Division will complete the rank/command structure in this Division as well as provide additional supervisory responsibility.
3. Request is budget neutral.

FUNDING FACTORS:

1. Increase in salary costs (approximately \$1,873) are sustainable within current budget.
2. Request is budget neutral.

OPTIONS:

1. Approve as presented.
2. Provide an alternate directive.

ATTACHMENTS:

1. Spreadsheet detailing funding of the reclassification request.
2. Sergeant/Forensics job description.
3. Memo from Sheriff Boone detailing request.

Florence County Sheriff's Office/Detention Center
Personnel Requests
4/16/2015 Meeting of Florence County Council

Fund/Dept/Div/Slot	Current Grade/Range	Proposed Grade/Range	Budgeted Salary	Proposed Salary	Cost of Proposed Change
010-421-421-200-074	13 27,904 to 41,348	13 27,904 to 41,348	\$30,000	\$27,904	\$2,096
Savings from PORS to SCRS 13.41% to 10.91%					\$698
010-421-421-110-129	09 21,825 to 32,233	14 29,424 to 43,627	\$23,274	\$35,380 (Incl 5% for promo)	(\$12,106)
010-421-421-200-183	13 27,904 to 41,348	13 27,904 to 41,348	\$33,695	\$30,000	\$3,695
010-421-421-110-105	16 32,460 to 48,183	16 32,460 to 48,183	\$33,218	\$30,941	\$2,277
Balance leftover from wage study					\$6,000
				Total savings after changes	\$2,660
<u>New Request October 2015</u>					
010-421-421-110-101	17 33,978 to 51,974	18 37,015 to 55,668	\$37,467	\$39,340 (Includes 5% for promotion)	\$1,873
				Total savings after changes	\$787.00

FLORENCE COUNTY, SOUTH CAROLINA
JOB DESCRIPTION, NOVEMBER 2015

JOB TITLE: SERGEANT-FORENSICS DIVISION
SHERIFF'S DEPARTMENT

GENERAL STATEMENT OF JOB

Under occasional supervision, must be mentally and physically capable of supervising and performing the collection, processing and storage of evidence as part of criminal and narcotics investigations. Provides court testimony as necessary. Supervises Forensics Technicians and the Evidence Technicians. Reviews the work of subordinates for completeness and accuracy. Reports to the Lt-Forensics.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Assists with the supervision of Forensics Technicians and Evidence Technicians; performs such supervisory duties as scheduling; assigning, reviewing and planning work of others; maintaining standards; coordinating activities and assists with acting on employee problems. Reviews the work of subordinates for completeness and accuracy; evaluates and makes recommendation as appropriate; offers training, advice and assistance as needed.

Visits crime scenes; searches for, collects and packages physical evidence; analyzes or makes arrangements for the analysis of evidence; prepares lab reports and provides supervisor and/or investigator with analysis results in a timely manner. Documents crime scenes, noting various measurements, position of objects, etc.; prepares crime scene sketches.

Ensures the proper storage and security of evidence.

Assists with the review of all reports prepared by subordinate technicians; ensure that reports are accurate and properly completed.

Provides court testimony as necessary.

Is on-call at all times for emergency situations.

Performs various general administrative tasks, including but not limited to preparing correspondence, compiling data for reports, attending meetings, maintaining inventory of supplies and equipment, answering the telephone, etc.

Attends required periodic training sessions and seminars.

Interacts and communicates with various groups and individuals including the immediate supervisor, Sheriff, Chief Deputy, co-workers, subordinates, attorneys, suspects, victims, witnesses, court personnel, FBI, SLED, ATF, ABC agents, medical personnel, Coroner, other state and federal agencies, citizens, etc.

Operates and maintains a police vehicle, computer, printer, copier, radio, typewriter, calculator, telephone, camera, metal detectors, fingerprint kits, mechanic's tools, shovel, measuring instruments, and various other equipment. Exercises care and safety in the use of equipment and tools required to complete assigned tasks.

SERGEANT-FORENSICS DIVISION
SHERIFF'S DEPARTMENT

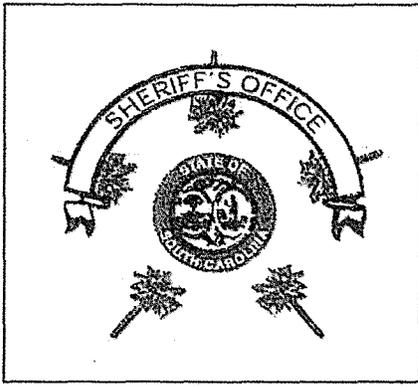
ADDITIONAL JOB FUNCTIONS

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

Requires a high school diploma, completion of required training and education at the S.C. Criminal Justice Academy and certification in basic law enforcement, supplemented by three to five years of law enforcement experience, or an equivalent combination of education, training and experience that provides the required skills, knowledge, and experience. Must have a valid state driver's license.

EFFECTIVE DATE 10/27/15



*Florence County
Sheriff's Office*

To: Mr. K.G. "Rusty" Smith
County Administrator

From: Kenney Boone
Sheriff of Florence County 

Date: October 22, 2015

Re: Reclassification of slot 110-101

Andrew Clendenin has been employed with the FCSO since September 2000. He was promoted to Forensic Technician in March 2006. Andy has proven himself to be a dedicated, hardworking, and responsible employee. Currently in Forensics, we have one Lieutenant and three Forensic Techs (Corporals). I would like to establish a Sergeant to complete the rank/command structure. Andy has the most tenure and experience and I feel that he would do an excellent job as Sergeant over this division. I feel that he is very deserving of this promotion.

I have attached a spreadsheet outlining where the funding would come from, thereby making this a budget neutral request.

I respectfully request that you approve this request, and I thank you for your consideration to this matter.

Please let me, Glen, or Katherine know if you have any questions or concerns regarding this matter.

CC: Mr. Kevin Yokim, Finance Director
Mrs. Bonnita Andrews, HR Director

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Reports to Council

DEPARTMENT: Sheriff Office
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council To Authorize The Sole Source Purchase Of A SX-5 Starburst Searchlight System With Accessories From Spectrolab Of Sylmar, CA In The Amount Of \$36,219.96 (Including Tax) From The FY 2015-2016 Budgeted Funds.

POINTS TO CONSIDER:

- 1) The Starburst SX-5 Searchlight System is to be used with the FCSO helicopter.
- 2) There are only three reparable manufacturers of helicopter searchlights (SpectroLab, Thommen, and Trakka Corp). Only SPECTROLAB and Trakka Corp. are used by SLED. A quote from Trakka Corp. was obtained.
- 3) The Starburst SX-5 Searchlight System is the only known system on the market that has a total weight capacity of 31 pounds. This is very important with helicopter usage because every pound must be accounted for in helicopter flight.
- 4) All other searchlight systems known on the market has a weight capacity over 31 pounds.
- 5) The Starburst SX-5 Searchlight System is proprietary with Spectrolab, Inc. (A Boeing Company)
- 6) Specctrolab direct sales the searchlight system and does not have any distributors.
- 7) Deputy Chief Glen Kirby has approved the sole source form from the Sheriff's office.

FUNDING FACTORS:

\$36,219.96 = Total Amount to be funded by the FY 2015-2016 budget line item 10-421-421-110-6469.

OPTIONS:

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

ATTACHMENTS:

- 1) Sole Source Justification Letter from Deputy Chief, Glen Kirby of the Sheriff's Office dated October 30, 2015.
- 2) Sole Source letter from Spectrolab dated October 26, 2015.
- 3) Quote and product information from Spectrolab dated October 26, 2015.
- 4) E-mail from SLED dated November 5, 2015.
- 5) Quote from Trakka Corp for \$82,787.00 dated May 27, 2015 valid until January 1, 2016.
- 6) Starburst SX-5 Searchlight System Warranty Information.

SOLE SOURCE JUSTIFICATION

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

This department, Florence County Sheriff's Office, proposes to procure
a helicopter searchlight

from Spectrolab

based on the following: (check all that apply)

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

please see attached e-mail. pdf

10/30/15
Date

[Signature]
Department Head

Date

Procurement Dir. or County Administrator

Patrick Fletcher

From: Katherine McCain
Sent: Monday, November 02, 2015 2:15 PM
To: Patrick Fletcher
Cc: Portia E. Davis; Liz Toth; Scott Brown
Subject: RE: Req. 19709

Patrick,

As told to me by Scott;

Yes, there are other searchlight manufacturers, such as Thommen like Portia said, however, the weight of their searchlight is 66 pounds, whereas the one from SpectraLab weighs 31 pounds, which is less than half of the other one. In aviation, weight is very, very important, especially with helicopters. Every pound must be accounted for and has to be kept up with at all times so it's a big deal. Scott has a quote from Trakkacorp for a different spotlight that costs over \$80,000 and has everything, it's top of the line, but we do not want to spend that much. What do we need to do in order to get this done?

Thank you,

Katherine D. McCain
Administrative Manager
Florence County Sheriff's Office
Phone: (843) 665-2121 ext. 361
Fax: (843) 673-0348
kmccain@fcsso.org



This email, including attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it.

From: Portia E. Davis
Sent: Monday, November 02, 2015 11:04 AM
To: Liz Toth
Cc: Katherine McCain; Patrick Fletcher
Subject: RE: Req. 19709

Good Morning Liz,

Yes Spectrolab, Inc. is the only maker of this particular model. However, there are other vendors who make helicopter searchlight such as Thommen Aircraft Equipment. If this is the particular searchlight that your department wants we need to justify as to why you want this particular brand. What about this brand is offer that make is unique and sole source. I hope this helps in completing the sole source form as we can not proceed until this is complete.

If you need any additional assistance please let me know.

Thanks,

From: Liz Toth
Sent: Friday, October 30, 2015 3:22 PM
To: Portia E. Davis
Subject: RE: Req. 19709

According to the attachment, this is the only maker of this thing. Who else would we go to?

Liz

From: Portia E. Davis
Sent: Friday, October 30, 2015 3:12 PM
To: Liz Toth
Cc: Katherine McCain; Patrick Fletcher
Subject: RE: Req. 19709
Importance: High

Liz,

On the Sole Source Justification, it requests to explain why you need this particular brand. If there is no particular reason why you need this brand, then we need to get additional quotes from other vendors. Per our director please provide a written justification as to why you want this particular brand.

Thanks,

From: Liz Toth
Sent: Friday, October 30, 2015 1:08 PM
To: Portia E. Davis
Subject: RE: Req. 19709

Hey Portia,

In that packet that I sent, second page in, should be the sole source letter. Do I still need to do a sole source with that? I was thinking the letter would cover it.

Liz

From: Portia E. Davis
Sent: Friday, October 30, 2015 12:30 PM
To: Liz Toth
Subject: Req. 19709
Importance: High

Good Afternoon Liz!

Regarding requisition 19709 for the white light from Spectrolab, Inc. please complete a sole source form with a complete justification as to why your department wants these particular lights. This has to be justified before administration/council prior to ordering. Please let me know if our office can assist with anything.

Thanks and have a wonderful weekend!

Portia E. Davis

Procurement Specialist I
Florence County
180 North Irby St. MSC-R
Florence, SC 29501
Telephone 843-665-3018
Fax 843-664-9668
pdavis@florenceco.org

"Life is not measured by the numbers of breaths we take, but the moments that takes our breath away"

Confidentiality Notice: This electronic mail transmission may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, and any attachments from your computer system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege that may attach to this communication. Thank You.

SPECTROLAB

A BOEING COMPANY

Spectrolab, Inc.
12500 Gladstone Avenue
Sylmar, CA 91342-5373 USA
Telephone: 818-365-4611
Fax: 818-361-5102

DATE: Wednesday, October 26, 2015

ATTN: Lt. Michael Brown
Florence County Detention Center
6719 Friendfield Road
Effingham, SC 29541

TELE: 843-665-9944 ext. 445
FAX: 843-665-9954

RE: SPECTROLAB SOLE SOURCE STATEMENT

Spectrolab, Inc. is a wholly owned subsidiary of The Boeing Company. Spectrolab is the Sole Source Manufacturer of the Nightsun® XP, SX-16 Nightsun®, SX-7 Starsun and SX-5 Starburst Searchlight Systems, as well as, our SpectroLink Integration System. Our Searchlight Systems, Components, and Spare Parts are utilized primarily for rotor and fixed-wing applications.

Our SX-16 Nightsun® Enhanced Searchlight System and Components are supported by an extended 3-Year Warranty. While our standard Nightsun® XP, SX-16 Nightsun®, SX-7 and SX-5 Searchlight Systems maintain a standard 2-Year Warranty. Our Sylmar, California (USA) Facility is authorized as a FAA Certified Repair Facility.

Your continued support and patronage of our Nightsun® Searchlight Systems, Components and Spare Parts is greatly appreciated.

With Best Regards,

Edward W. Ringo

Edward W. Ringo
Business Operations Manager
Spectrolab Illumination & Sensor Products
Tele: 818-898-2381
Fax: 818-361-5102
email: ed.ringo@boeing.com

SPECTROLAB

A BOEING COMPANY

Spectrolab, Inc.
 12500 Gladstone Avenue
 Sylmar, CA 91342-5373 USA
 Telephone: 818-365-4611
 Fax: 818-361-5102

DATE: Monday, October 26, 2015

ATTN: Lt. Michael Brown
 Florence County Detention Center
 6719 Friendfield Road
 Effingham, SC 29541

EMAIL: MBrown@fcso.org
 TELE: 843-665-9944 ext 445
 FAX: 843-665-9954

RE: SX-5 STARBURST STANDARD SEARCHLIGHT SYSTEM
 SX-7 STARSUN STANDARD SEARCHLIGHT SYSTEM RFQ #LS-15149

Dear Lt. Brown:

Your Request for Quote for our SX-5 Starburst Searchlight System is greatly appreciated. The below System Quotes will include the following: SX-5/SX-7 White Light Searchlight, Gimbal, Junction Box, Control Box, and Installation Cables. Also included find our newest SX-7 Starsun Searchlight System, since it has Enhanced features over the SX-5, yet within the same Searchlight footprint, for your review. The System Price is based on our current 2015 Commercial Unit List Price Schedule, and current standard Searchlight configuration.

SX-5 STARBURST SEARCHLIGHT SYSTEM

SX-5 STARBURST SEARCHLIGHT SYSTEM PRICE QUOTE:

ITEM #:	SX-5 SEARCHLIGHT COMPONENTS:	PART NUMBER:	2015 UNIT PRICE (USD):
0001	SX-5 Starburst Searchlight (White Light)	024711-31	\$ 11,915
0002	SX-5 Aluminum Gimbal (High Speed)	030040-121	\$ 6,946
0003	SX-5 Junction Box	032347	\$ 7,417
0004	SX-5 Control Box	030039	\$ 2,025
SX-5 INSTALLATION CABLES:			
0005	Main Power Cable	032013-200-200	\$ 1,239
0006	External Split Cable	032435-60-60	\$ 2,185
0007	Junction Box to Bulkhead Cable	032432-80	\$ 1,400
0008	Internal Signal Cable	032088-160	\$ 1,225
0009	Coiled Control Cable	030611-15-72	\$ 950
SX-5 SEARCHLIGHT SYSTEM SUB-TOTAL:			\$ 35,302
LESS: 5% LAW ENFORCEMENT DISCOUNT:			(- \$ 1,765)
SX-5 SEARCHLIGHT SYSTEM TOTAL:			\$ 33,537

Florence County Detention Center
 RFQ: SX-5/SX-7 Searchlight System
 Monday, October 26, 2015

Spectrolab

Illumination Systems

www.spectrolab.com

SX-5 Starburst

Illumination Characteristics:

- Lamp Type: 500 Watt Short Arc Xenon
- Peak Beam Intensity: 15-20 Million candlepower
- Beam Width: 2-10° (remote control focus)

Application Information:

- Typical Range: 1,650 ft (502 m)
- Peak Illuminance at 500m: 40 Lux (3.7 ft-cd)
- Diameter at 10% of Peak Illuminance: 143 ft (44m) at 1,640 ft distance to target.

Electrical System:

- Input Voltage: 28 Volts DC Nominal
- Input Current: 25-30 Amperes
- Start Time: 3-5 Seconds Typical
- Recycle Time: None Required
- Searchlight power requirements are compatible with standard aircraft type DC generators. Searchlight may be operated from batteries or ground power unit.

Mechanical Configuration:

Searchlight

- Dimensions: Cylindrical 7.5" (190mm) O.D. x 11.25" (460mm) Long
- Weight: 10.0 lbs (4.5kg)
- Cooling Provisions: Internal cooling fan
- Lamp: Max. life expectancy 1,000 hrs or 2 years operation.



Mechanical Configuration:

Junction Box

- Dimensions: 8.62" L x 6" W x 5.20" H (219mm x 152.4mm x 132mm)
- Weight: 6.3 lbs (2.9kg)

Mechanical Configuration: Gimbal

- Type: Two-Axis Remote Electrical Control
- Weight: 8.5 lbs (3.8kg)
- Stew Rate: 9° per second standard; 18° per second high speed

Mechanical Configuration: Control Box

- Dimensions: 5" L x 2.25" W x 1.75" H (127mm x 57mm x 44mm)
- Weight: 6 Ounces (>.25kg)

Total System Weight:

- Typical with installation, hardware, cable assemblies, 30 lbs (13.6 kg).

The information contained on this sheet is for reference only. Specifications subject to change without notice. REV 02/09

ISO9001:2000
REGISTERED



SPECTROLAB

A BOEING COMPANY

SX-5/SX-7 Installation Cables:

Listed above are Spectrolab's standard cable lengths for the SX-5/SX-7 Searchlight System. The standard Cable lengths are not specific to any one aircraft or installation configuration. If your cable length requirements exceed the standard lengths indicated, we will gladly provide a firm-fixed quote based on your exact length/specifications. Custom cable lengths may alter the quoted System Price.

SX-5/SX-7 Aircraft Mount Equipment:

This quote does not include the aircraft hard mount, harness, or brackets, since the mount equipment can be obtained from an outsourced supplier. Spectrolab does not provide aircraft mount equipment or perform installation functions. Please verify and confirm your aircraft mount requirements with the Integrator and/or Completion Center.

Law Enforcement 5% Discount:

As a valued Law Enforcement Agency, we would like to extend You our 5% Discount which applies to the purchase of a complete Nightsun® Searchlight System (All Components and Installation Cables).

NOTE: Spare Parts are not included in OEM Discount offering.

Product Warranty:

Our Searchlight products are covered by our 2-Year Warranty. Additional annual Warranty coverage is available, based on a percentage of the Searchlight System Purchase Price. (See attached)

Price Quote Validity:

The System Pricing is based on our current 2015 Commercial List Price Schedule, and will remain valid until December 1, 2015. Price validity is subject to receipt and acceptance of your Purchase Order.

NOTE: For any Purchase Orders received after that validity date, and/or slated for shipment in 2016, those Orders will be subject to our projected 2016 Commercial List Price Schedule, estimated at a 4% escalation rate.

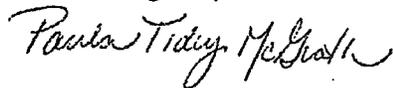
Product Lead-Time:

Upon receipt and acceptance of your Purchase Order, estimate that the System shipment will be 90-Days. Based on the Quantity, proposed Delivery Schedule, and the ability to ship Full and Partial shipments – We will make every effort to improve on the standard ship timeframes.

All products are shipped FOB Origin (INCOTERMS 2010), from our Sylmar, California factory. Payment terms are subject to credit approval. Expect product shipment to begin approximately 90-Days after the receipt and acceptance of your Purchase Order. Deliveries will be coordinated with your proposed aircraft delivery schedule. Shipping charges are the responsibility of the Purchaser and are not included in this quote. All purchases are subject to Spectrolab Terms and Conditions of Sale (See attached).

Your consideration of Spectrolab Illumination & Sensor Products is greatly appreciated. However I can assist you, with any concerns or questions, please do not hesitate to contact me.

With Best Regards,



Paula Tidey McGrath
Business Development Manager
Spectrolab Illuminaiton and Sensor Products
Tele: 818-838-7472
Cell: 818-636-5842

Florence County Detention Center
RFQ: SX-5/SX-7 Searchlight System
Monday, October 26, 2015

Patrick Fletcher

From: Portia E. Davis
Sent: Monday, November 09, 2015 10:16 AM
To: Patrick Fletcher
Subject: FW: Questions Helicopter Searchlight

FYI...

From: Threlkeld, Wendy [<mailto:wthrelkeld@sled.sc.gov>]
Sent: Friday, November 06, 2015 7:08 AM
To: Portia E. Davis
Subject: Fwd: Questions Helicopter Searchlight

Portia

See information below.

Have a great day,
Wendy

Sent from my iPad

Begin forwarded message:

From: "Safriet, Van" <vsafriet@sled.sc.gov>
Date: November 5, 2015 at 7:19:59 PM EST
To: "Threlkeld, Wendy" <wthrelkeld@sled.sc.gov>
Subject: Re: Questions Helicopter Searchlight

We have both SPECTROLAB and Trakkabeam.

Van

On Nov 5, 2015, at 6:19 PM, Threlkeld, Wendy <wthrelkeld@sled.sc.gov> wrote:

Who do we buy our searchlights from?

Sent from my iPad

Begin forwarded message:

From: "Portia E. Davis" <pdavis@florenceco.org>
Date: November 5, 2015 at 2:39:24 PM EST
To: "WThrelkeld@sled.sc.gov" <WThrelkeld@sled.sc.gov>
Subject: Questions Helicopter Searchlight

Good Afternoon!

Florence County is looking into purchasing a helicopter searchlight and was wondering if you could tell me where SLED purchases their

searchlights from. We have obtained quotes from Spectrolab, Trakkacorp and Themmen. Thanks in advance for your help and hope you have a wonderful day!

Portia E. Davis

Procurement Specialist I
Florence County
180 North Irby St. MSC-R
Florence, SC 29501
Telephone 843-665-3018
Fax 843-664-9668
pdavis@florenceco.org

"Life is not measured by the numbers of breaths we take, but the moments that takes our breath away"

Confidentiality Notice: This electronic mail transmission may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, and any attachments from your computer system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege that may attach to this communication. Thank You.

Trakka Corp Australia:
23 Kilpa Rd
Moorabbin
Vic, Australia, 3186
PH: +61-3-9553-3000

Trakka USA LLC:
6817B Academy Parkway E. NE
Albuquerque, New Mexico 87109
Office: (505) 345-0270
Fax: (505) 341-8436
E-MAIL: david.cady@trakkecorp.com

Quote No.	755-15
Date Issued	27-May-2015
Authorised By:	Dave Cady

Agency: Florence County Sheriff's Office
Aviation Unit
6719 Friendfield Road
Effingham, South Carolina 29541



Name: Captain Scott Brown
Phone: 843-665-2121 Ext 332
sbrown@fcsso.org

Quantity	Part No (Subject to change)	Description	Trakka US Price	Total US\$
Searchlight				
1	212000-0034500	Trakkebeam A800 Searchlight / Gimbal Assembly (Connectors Right Side) With Lanyard Provision / Color: Black / Internal filters installed (IR, Red & Amber)	\$41,335.00	\$ 41,335.00
Special Filters				
1	036003	IR, 820 nm Filter Lens Assembly	\$1,518.00	\$ 1,518.00
1	036004	Visible Red Filter Lens Assembly	\$956.00	\$ 956.00
1	036005	Amber Filter Lens Assembly	\$956.00	\$ 956.00
Power Supply				
1	011016-010000S	Power Conditioning and Interface Unit (PCIU) MkII, with front hook and auto detect slaving. Requires mounting tray assy PM 012025	\$11,810.00	\$ 11,810.00
Hand Controller				
1	021015-0101000	Grip Control, Back light (NVG Compatible)	\$3,937.00	\$ 3,937.00
Pilot / Control Control				
1	021018	Trakka Control Panel (TCP) complete interface for Cyclic or Collective control (no joystick or laser option) NOTE: For cyclic pan and tilt control: cables, connectors, and 5 way switch to be provided by customer	\$9,500.00	\$ 9,500.00
0	021019	OPTIONAL: Trakka Control Panel complete interface for Cyclic or Collective control. Includes joystick for A800 azimuth and elevation control. Joystick option not available until August 2015. (no laser option)	\$12,000.00	
Cables				
1		Trakka Bell OH58 Cable Kit Includes one each:	\$7,400.00	\$ 7,400.00
1	041086-0006022	Cable, Power - S/L to A/C blkhd .6 meter (23.5 in)		
1	041087-0006022	Cable, Control - S/L to A/C blkhd .6 meter (23.5 in)		
1	041088-0025022	Cable, Power - PCIU to blkhd 2.5 meter (98.5 in)		
1	041089-0025022	Cable, Control - PCIU to blkhd 2.5 meter (98.5 in)		
1	041071-0030021	Cable PCIU MkII Power In 3 meter (10ft)		
1	041110 - XXXXXXX	Cable PCIU MkII to Pilot Control. Main Cable 6m (20ft) with small Y Grip Cable 2m (6ft) (- XXXXXXX = PM TBD)		
1	041111	Cable, Coiled Controller - 6 way N.B. Standard length		
1	041072-0060021	Cable, Serial Interface (Slave) 5 meter (20ft)		
Mounting				
1	012025	PCIU Mounting Frame Assembly	\$1,069.00	\$ 1,069.00
1	091011	Cable Gimbal control to Power Supply MkII .3 meter (11.75 in)	\$619.00	\$ 619.00
1	037003	Dovetail Mounting Plate, Type I, Upper	\$956.00	\$ 956.00
Optional				
1	109280	Case, Pelican 1660 - S/L & Gimbal Ship & Store	\$731.00	\$ 731.00
0	109281	Case, Pelican 1620 - PCIU / Cables Ship & Store	\$675.00	
Training / Manuals				
1	TRNG	On Site Operator Training	\$2,000.00	\$ 2,000.00
1	508400-1000003	Installation and Operation Manual Rev A	\$125.00	\$ -
2	051031-2	Grip Hand Control Operation Guide Rev A	N/C	\$ -

Commercial Terms and Conditions \$ 32,787.00

THIS QUOTE DOES NOT INCLUDE AIRCRAFT MOUNT OR INSTALLATION (CUSTOMERS RESPONSIBILITY)

* The Sale of all Trakka Corp products are subject to our Standard Terms and Conditions and published Warranties.

* Lead time is 60 days or sooner after receipt of PO

* Purchase orders received after January 1, 2016 are subject to price increase **Total Amount Due US\$** \$ 32,787.00

* For customers applying for grant funding - Purchase orders received after June 30, 2016 are subject to price increase

* Payment terms as per our standard Terms and Conditions

*NOTE: Items are manufactured at our factory in Melbourne, Australia and do not include shipping, handling, or insurance. Import duties and taxes or less are the responsibility of the Buyer.

Australian Imports are currently covered by the Australian Free Trade Act.

Limited Warranty And Warranty Adjustments

NIGHTSUN® AND STARBURST SEARCHLIGHT SYSTEMS, ACCESSORIES, COMPONENTS AND SPARE PARTS (Collectively, "Products")

For a period of two (2) years following the date that Spectrolab, Inc. ("Seller") originally ships a Product to the purchaser ("Warranty Period"), Seller warrants that the Product(s) will be free from defects in workmanship or materials (the "Limited Warranty").

Warranty Exclusions and Limitations. The Limited Warranty does not extend to a Product which has been: (1) subject to misuse, neglect, or accident; (2) damaged through abuse, improper installation or application, alteration, or negligence in use, storage, transportation or handling; (3) operated other than in accordance with operating practices set forth in the applicable operation and maintenance manual or other document supplied by Seller; or, (4) repaired or modified using parts or procedures other than those approved by Seller or their technical equivalents (collectively, "Exclusions"). Seller may reject a Limited Warranty claim if: (5) the purchaser ("Buyer") does not provide adequate documentation of its service records for the Product; (6) the Product's original identification markings have been removed, defaced or altered; or, (7) the claim is received by Seller after the Warranty Period has elapsed (collectively, "Limitations").

If Seller's evaluation discloses that a defect has occurred as a result of an Exclusion or if the claim is subject to a Limitation, Seller shall disallow the claim.

Claim Process and Shipping Costs. It is a condition precedent to the enforcement of the Limited Warranty that the Buyer give written notice to Seller of a claimed defect within ten (10) days after discovery, including a detailed written explanation of the claimed defects. Upon receipt of the notice of claim, Seller, without unreasonable delay, will inspect the Product in place, issue a return authorization to Buyer, or advise of another handling procedure.

At Seller's request, Buyer must allow Seller or its representatives to examine the Product parts claimed to be defective and Buyer shall furnish any reasonable available information concerning the circumstances of such failure.

Unless the Buyer obtains prior authorization from Seller, Seller will not accept returns. Products returned to Seller will be subject to adjustment only if return is made in accordance with packing and shipping instructions issued by Seller and, except for the below, Buyer shall pay all shipping costs and assume all risks and costs for loss or damage during shipments to and from Seller.

Shipment Costs - Defective Products

If Seller issues a return authorization to Buyer, Buyer and Seller shall agree upon a method of shipment. Seller shall pay the cost of shipment for the return of such Product and reshipment of any such repaired or replaced Products.

If a claim is disallowed, the Buyer will be notified and, unless other arrangements are made by the Buyer within thirty (30) days after such notification, Seller will return the item to the Buyer collect.

Adjustments. Upon receipt of a valid Limited Warranty claim and examination of affected Products, Seller will make a determination of claim and choose an adjustment. At Seller's discretion, adjustment by Seller will be either by giving credit for, or repairing or replacing, with reasonable promptness, Product parts or material which Seller's examination shall disclose to be defective. If Seller elects to repair or replace the defective Product, Seller shall determine whether such repair or replacement constitutes a basic repair or an upgrade. An upgrade is defined by Seller as constituting a new configuration, when

SPECTROLAB

A BOEING COMPANY

compared against the configuration as originally sold to the Buyer. If Seller receives Buyer's notice of claim within the Warranty Period, the Warranty Period for a repaired or replaced Product that has received basic repairs shall be extended six (6) months from the date of the notice of claim and the Warranty Period for repaired or replaced Products that constitute upgrades, shall be extended six (6) months from the date of the notice of claim.

Third Party Warranties. In the event of failure of any components delivered as part of Seller's Product, but not manufactured by Seller, Seller will assist the Buyer in obtaining reasonable adjustment under the manufacturer's warranty (if any) from the original manufacturer. To the extent that Seller is empowered to do so and as detailed in a separate lamp warranty specific to each lamp, Seller will pass the most favorable warranty offered by the manufacturer of the source lamps used in the Product, to the Buyer. The lamp warranty will be void if the lamp is operated under conditions other than specified in the applicable operation and maintenance manual or specific lamp warranty.

Not A Guarantee. This Limited Warranty does not constitute a guarantee that the warranted products will function without maintenance or periodic overhaul during the Warranty Period. The service life of many components is restricted by "state of the art" conditions that are beyond the Seller's immediate control.

No Implied Warranties or Consequential Damages. Seller is not liable for loss or damage (including indirect, special, incidental, or consequential damages), caused directly or indirectly by the Products. The Limited Warranty is specifically in lieu of all other warranties express or implied, or otherwise created by law.

SELLER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states and jurisdictions do not allow limitations on implied warranties (such as warranties of merchantability or fitness for a particular purpose), or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to Buyer. In addition, Buyer may have other rights which may vary from state to state.

No Waiver. Seller's election not to enforce the provisions of this Limited Warranty, including its Exclusions or Limitations, shall in no way be deemed a waiver of such provisions, and Seller reserves the right to enforce the provisions.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$1,500.00 from Council District #2 funding allocations to pay for MBC stone to be used at Ard Ball Field.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: Verbally Approved Signature Pending
Requested by Councilmember: Roger Poston

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Infrastructure Project
Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Declare VS291, A 2011 Chevy Tahoe (VIN #1GNLC2E02BR174716) As Surplus; Authorize The Sale Of The Vehicle To The City Of Lake City In The Amount Of \$13,500; And, Approve The Expenditure In An Amount Up To \$6,750 From Council District 1 Infrastructure Funding Allocation To Assist With The Purchase (\$6,750 Will Be Funded By The City Of Lake City).

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: 
Requested by Councilmember: Jason M. Springs

Date: 11/12/15

ATTACHMENTS:

None

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Infrastructure Project
Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure In An Amount Not To Exceed \$11,000 From Council District 1 Infrastructure Funding Allocation To Assist the Scranton Dixie Youth Baseball League With The Construction Of A Roof And Install Lighting At The Existing Batting Cages Located At Weatherford Park In Scranton.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: 
Requested by Councilmember: Jason M. Springs

Date: 11/12/15

ATTACHMENTS:

1. Request from Scranton Dixie Youth Baseball League.
-

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



Scranton Dixie Youth
239 Ballpark Rd, Scranton SC 29591

Date: November 9, 2015

To: Florence County Council

From: Donnie Sauls, President Scranton Dixie Youth Board

The Board members of the Scranton Dixie Youth Baseball League would like to request the funds to construct a roof and install lighting fixtures to the existing batting cages located at Weatherford Park in Scranton, SC. The addition of a roof with lights would enable citizens the ability to practice in inclement weather conditions, provide shade to help protect citizens from heat, and enable citizens to practice safely at night. The Scranton Dixie Youth Board would purchase all the materials needed to construct an A-frame roof and provide lights for this project; volunteers would construct the roof and install the lighting at no charge. The Board operates on a very limited budget and therefore would like to request to be reimbursed for the purchase of the materials only to complete this project in the amount not to exceed \$11,000.00. Thank you very much for your consideration of this request and any assistance you can provide us as we continue to work to improve our park.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$2,250.00 from Council District #2 funding allocations to pay for MBC stone to repair Hearne Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

Infrastructure
 Road System Maintenance
 Utility

SIGNED: Verbally Approved Signature Pending
Requested by Councilmember: Roger Poston

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$2,250.00 from Council District #2 funding allocations to pay for MBC stone to repair Indigo Landing Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: Verbally Approved Signature Pending
Requested by Councilmember: Roger Poston

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Council District #8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$34,031.00 from Council District #8 funding allocations to pay for 6" of crushed stone base with a surface course of 2" of asphalt to be put on the unpaved portion of Ridgewood Drive as required by the City of Florence.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: Verbally Approved Signature Pending
Requested by Councilmember: James T. Schofield

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

November 19, 2015

AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$5,250.00 from Council District #9 funding allocations to pay for MBC stone to be put on Theater Circle.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: Verbally Approved Signature Pending
Requested by Councilmember: Willard Dorriety

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

**PROPOSED ADDITIONS TO THE
NOVEMBER 19, 2015 MEETING AGENDA**

DESCRIPTION

(Requested by)

DATE REC'D

ITEM

APPEARANCES:

Small Business Administration
and Federal Emergency
Management Agency

11/16/15

SBA Office Of Disaster Assistance Public Affairs Specialist Adrienne G. LaNeave Requests That She, Along With A Representative From FEMA, Appear Before Council To Provide An Update On The Recovery Efforts To Date.

ORDINANCES IN

POSITION:

Introduce Ordinance No. 20-
2015/16 By Title Only

11/16/15

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

BOARDS &

COMMISSIONS:

City-County Memorial
Stadium Commission

11/17/15

Approve The Recommendation Of The City Of Florence For The Re-Appointment Of Chappell Jones And Appointment Of Derrick Urquhart To Serve As The City Representatives On The City-County Memorial Stadium Commission With Appropriate Expiration Terms.

REPORTS TO

COUNCIL:

Public Works – Award Bid No.
17-15/16

11/16/15

Award Bid No. 17-15/16 For Replacement MBC Stone To Palmetto Corp., Florence, SC In The Amount Of \$59,300.70 To Be Funded From FY16 Budgeted Road Maintenance Funds. *(6 Compliant Bids Received)*

Procurement – Authorize
Engineering and Inspection
Services

11/17/15

Authorize ICA Engineering From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Capital Project Sales Tax II – Phase II Dirt Road Paving Projects In District 4 And District 5 In The Amount Of \$65,000 To Be Funded From Capital Project Sales Tax II Funds.

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
November 19, 2015

AGENDA ITEM: Appearances
 Small Business Administration (SBA) and
 Federal Emergency Management Agency (FEMA)

DEPARTMENT: Emergency Management Department

ISSUE UNDER CONSIDERATION:
SBA Office Of Disaster Assistance Public Affairs Specialist Adrienne G. LaNeave Requests That She, Along With A Representative From FEMA, Appear Before Council To Provide An Update On The Recovery Efforts To Date.

ATTACHMENTS:
Copy of Request

From: Laneave, Adrienne G. [mailto:adrienne.laneave@sba.gov]
Sent: Monday, November 16, 2015 12:41 PM
To: Dusty Owens
Subject: County Council Meeting Thursday - Assistance needed

Hello Dusty,

Happy Monday to you. I would like to request your assistance with a small project. I just noticed that the Florence County Council meeting is this Thursday and I would like to be available for any question and if possible to provide an update on the recovery efforts to date. If I can I will try to get my FEMA counterpart to join me. I have called the Chairman Roger Poston and left a message and I am going to email each of the council members with some information but if you could put in a good word I would be very grateful.

Also, as of this morning the SBA has approved a total of \$63,682,700.00 for the State of South Carolina and in Florence County we have approved \$2,010,000 in SBA Disaster Loans. If you would like I can also as for FEMA numbers so you have them. We are still working under the same December 4th Deadline and the DRC is still open in Lake City Monday – Saturday 8am-7pm.

Thanks for all of your help throughout this disaster.

Adrienne G. LaNeave
Public Affairs Specialist
SBA Office of Disaster Assistance
Field Operations Center - East
Stationed South Carolina
(202) 579-3176 Cell

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FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
November 19, 2015

AGENDA ITEM: Introduction of Ordinance No. 20-2015/16 by title only

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Since Council desired to begin levying millage for the new courthouse in FY2015/16 rather than waiting the three years proposed in the original model, this bond needs to be issued to make the first annual principle payment.
2. The installment purchase revenue bond is technically debt of the Florence County Public Facilities Corporation. Florence County will have to issue a one-year general obligation bond every year during the life of the installment purchase revenue bond in order to make the base rent payments to the Corporation.

FUNDING FACTORS:

1. This general obligation bond required a 1.1 mill increase in the Debt Service Fund millage rate for FY2015/16 and will require an additional 3.1 mill increase in FY2016/17.

OPTIONS:

1. *(Recommended)* Approve Introduction of Ordinance No. 20-2015/16 by title only.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 20-2015/16 (title only)

Sponsor(s) : Finance
First Reading : November 19, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : December 10, 2015
Public Hearing : December 10, 2015
Third Reading : January 21, 2016
Effective Date : Immediately

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

ORDINANCE NO. 20-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLAR (\$1,950,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
November 19, 2015

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of The City Of Florence For The Re-Appointment Of Chappell Jones And Appointment Of Derrick Urquhart To Serve As The City Representatives On The City-County Memorial Stadium Commission With Appropriate Expiration Terms.

ATTACHMENTS:

1. Letter of recommendation from the City of Florence.
2. Current list of Board members.



City of
FLORENCE
SOUTH CAROLINA

CITY COUNCIL

TEL: (843) 665-3113

FAX: (843) 665-3110

November 16, 2015

Mrs. Connie Haselden, Clerk to County Council
Florence County Council
180 N. Irby Street
Florence, SC 29501

Dear Connie:

Please accept this letter as confirmation that Florence City Council has reappointed Mr. Chappel Jones to serve on the Florence City County Memorial Stadium Commission. Mr. Jones was reappointed at the City Council meeting of July 13, 2015.

This letter also confirms that Florence City Council appointed Mr. Derek Urquhart to serve on the Florence City County Memorial Stadium Commission at their September 14, 2015 City Council meeting. Mr. Urquhart will complete the unexpired term of Mr. Robert Cooksey on the Commission.

If you need further information, please do not hesitate to contact me.

Sincerely,

Dianne M. Rowan

Dianne M. Rowan
Municipal Clerk
City of Florence

FLORENCE CITY-COUNTY MEMORIAL STADIUM
COMMISSION

AUTHORITY: Ordinance #04-80/81 AND #08-84/85

APPOINTED BY: County Council

MEMBERSHIP
ROSTER

Eight (8) members appointed by the Florence County Council, upon the recommendation of: two (2) members by the City Council of Florence, two (2) members by the Florence County Council, two (2) members by Florence Public School District No. 1, and two (2) members by the Fred H. Sexton Post No. One of the American Legion. The terms shall be for five years.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>APPOINTING AUTHORITY</u>	<u>TERM TO EXPIRE</u>
1	Chappell Jones 811 Mohawk Drive Florence, SC 29501	City Council 669-5000	11-2015
2	Rob Cooksey 700 S. Cashua, Suite 21-B Florence, SC 29501	City Council 229-2244	11-2016
3	Vacant	School District #1	11-2016
4	Gerald D. Holley 612 Grove Park Drive Florence, SC 29501	School District #1 662-7783 - H 669-4141 - O	11-2017
5	Michael W. Richey Post Office Box 5331 (American Legion address) Florence, SC 29501	American Legion	11-2017
6	George Rigby 712 Briarleigh Road Florence, SC 29501	American Legion 206-5677	11-2014

7	Thomas Steven Reaves 408 Trailwood Dr. Florence, SC 29505	County Council 662-0566	11-2017
8	H. Mack Dixon 308 Wildwood Drive Quinby, SC 29506	County Council 662-2468	11-2014

Mail general correspondence to:
Mr. Gerald D. Holley, Chairman
Florence City-County Stadium Commission
P O Box 13863
Florence, SC 29504-3863
gholley@fw-architects.com

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

November 19, 2015

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Replacement MBC Stone
Public Works

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 17-15/16 for Replacement MBC Stone To Palmetto Corp., Florence, South Carolina In The Amount Of \$59,300.70 To Be Funded From FY 16 Budgeted Road Maintenance Funds. (*6 Compliant Bids Received*).

POINTS TO CONSIDER:

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, November 3, 2015. The bid opening was held on Friday, November 13, 2015.
- 2) Six (6) bids were received; Six (6) bids were compliant. Palmetto Corp of Florence, SC was the lowest responsible, responsive bidder.
- 3) Carlie Gregg, Public Works Director recommends awarding to the low bidder.
- 4) The bid expires February 13, 2016.

FUNDING FACTORS:

\$59,300.70 = Total amount for the Replacement MBC Stone to be funded from
153-441-431-000-4200

OPTIONS:

- 1) Award Bid No. 17-15/16 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Recommendation Letter from Carlie Gregg, Public Works Director.
- 2) Bid Tabulation Sheet.

Florence County
Dept: Public Works
Bid # 17-15/16 Replacement MBC Stone

Date: November 13, 2015

Name of Bidder	Submitted Bid**	Local 5% Deduction*	Bid Total w/Local Deduction
Palmetto Corp of Conway, Florence, SC	\$59,300.70	-\$2,965.04	\$56,335.67
Chiple Company, Inc., Florence, SC	\$63,500.00	-\$3,175.00	\$60,325.00
Green's Trucking Company, Florence, SC	\$64,651.35	-\$3,232.57	\$61,418.78
C.R.Jackson, Inc., Florence, SC	\$70,755.00	-\$3,537.75	\$67,217.25
Kirven Construction, Inc., Darlington, SC	\$60,982.80	N/A	\$60,982.80
Heritage Hauling, Inc., Conway, SC	\$63,264.90	N/A	\$63,264.90

Notes:

*5% Local Preference-Florence County Code, Section 11.5-39

**Bid includes sales tax

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

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

Connie Haselden

From: Carlie Gregg
Sent: Monday, November 16, 2015 3:16 PM
To: Patrick Fletcher
Cc: Wynee Lybrand
Subject: Bid Recommendation

I recommend awarding Bid #17 – 15/16 replacement of MBC Stone to Palmetto Corp of Conway (low bidder) in the amount of \$59,300.70.

Carlie

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

November 19, 2015

AGENDA ITEM: Reports to Council
 Contract Approval

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize ICA Engineering From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Capital Project Sales Tax II - Phase II Dirt Road Paving Projects In District 4 and District 5 In The Amount Of \$65,000 To Be Funded From Capital Project Sales Tax II Funds.

POINTS TO CONSIDER:

- 1) CPST II - Phase II Dirt Road Paving Projects in District 4 and District 5 includes Willow Road, Pygate Road, Ed James Road, and Arthur Road. These projects total \$1,153,526 in construction costs and require Construction Engineering and Inspection Services (CEI) in order to verify quantities and ensure a quality project.
- 2) ICA Engineering is on the County's on-call engineering list and has submitted a proposal for \$65,000 to provide CEI services.
- 3) Council is asked to authorize the hiring of ICA Engineering from the County's on-call engineering list to provide the required services for these projects.
- 4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:

\$65,000 = CEI Services associated with Phase II Dirt Road Paving Projects in District 4 and District 5 to be funded by CPST II funds.

OPTIONS:

- 1) Approve as presented.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

- 1) Proposal from ICA dated October 1, 2015.
- 2) Recommendation letter from Mike Meetze, CPST II Program Manager.



October 1, 2015

K.G. Rusty Smith, Jr.
180 N. Irby Street MSC-G
Florence, SC 29501

**Re: 2015 CPST II DIRT ROAD PAVING PROJECT DISTRICTS 1, 2, 4, 5, 7 & 9
PROJECT NO. 25-14/15 (Phase 1)
PROJECT NO. 11-15/16 (Phase 2)
PROPOSAL FOR ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES**

Dear Mr. Smith:

HDR|ICA Engineering, Inc. appreciates this opportunity to provide Florence County with a proposal to provide additional permit application, construction engineering, and inspection services associated with the improvements proposed for the 2015 CPST II Dirt Road Paving Project (Phase 1 & 2). To date, HDR|ICA has helped with the completion of the investigations of the roadways and helped develop the contract documents and construction plans/specifications for Phases 1 & 2. Currently, HDR|ICA has acquired the DHEC permits and has begun inspection work to Phase 1. This proposal is to add permit application development for Phase 2, additional inspection work to Phase 1, and to add inspection work for Phase 2 of the projects.

The existing conditions of the roadways vary, but most exhibit adequate grades and alignments, roadside drainage ditches, and established drainage outfalls. This project will pave the roadways to the existing roadway width (16' minimum) or if there is adequate room to a new width of 20'. All work shall stay within the County's existing prescribed ditch-to-ditch right-of-way. All existing ditch and outfall locations and sizes will be maintained. The road will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards.

Our proposed scope of work is as follows:

- **Task 1 – SCDHEC Permit Applications (Phase 2)**
SCDHEC Permits for Phase 2 will be coordinated during the bid advertisement period. HDR|ICA will prepare and submit under the owner's signature the drawings/sketches, reports, application documents, and support information necessary to obtain the SCDHEC Land Disturbance Permits for Phase 2 of this project.
- **Task 2 - Construction Inspection (Phase 1 & 2)**
HDR|ICA will provide periodic resident inspection services during the construction of Phase 1 and Phase 2 the project. Currently, Phase 1 will require additional inspection services due to additional needs for utility relocation and contractor management. Phase 2 will be inspected concurrently with Phase 1 utilizing the same staff as needed. A Construction Manager will be assigned to the project through the construction period for both phases. The construction manager will work directly with the County to provide supervision on the project and make final

hdrinc.com

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T 803 254 5800 F 803 929 0334

decisions when necessary. The Construction Manager will be responsible for ensuring an appropriate level of inspection for all aspects of the project and serve as the County's project representative for all construction related coordination and communication with the Contractor.

The inspections will observe the following:

- Weather conditions
- The number and type of crews on site
- Work in progress
- Quality of work observed
- Defective work
- Corrective requirements for defective work
- Instructions given to Contractor

Following contractor notification of substantial completion of each roadway section, HDR|ICA will hold a final inspection with Florence County and the contractor to ensure a quality project that meets all the requirements of the County. Defective or incomplete work, if any, will be noted with instructions for correcting the work. A copy of the report will be distributed to Florence County and the Contractor as requested. HDR|ICA will conduct any necessary follow-up inspections such as the end of the warranty period.

Fee

It is proposed that compensation for the described above will be paid to ICA|HDR on a lump sum basis with a not to exceed fee of \$105,000:

Permits (Phase 1)	Completed
Construction Inspection (Phase 1) (50%complete)	\$40,000.00
Permits (Phase 2)	\$5,000.00
Construction Inspection (Phase 2)	<u>\$60,000.00</u>
Total	\$105,000.00

HDR|ICA Engineering, Inc. appreciates this opportunity to provide assistance to Florence County. We look forward to working with you on this project.

Sincerely,

HDR | ICA ENGINEERING, INC.


Wes Lockard, P.E.

Memorandum – November 9, 2015

To: Rusty Smith
Florence County Administrator

From: Mike Meetze 
CPST II Program Administrator

Re: 2015 CPST II Dirt Road Paving Project (Phase II) District 4 and District 5 – Arthur Road
Recommendation for Construction Engineering and Inspection Services (CEI)

Bid No. 11-15/16, 2015 CPST II Dirt Road Paving Project (Phase II) District 4 and District 5 – Arthur Road was awarded in the amount of \$1,153,526.00, to CR Jackson, Inc. of PO Box 521, Darlington SC 29540 from CPST II Funds and District 5 Road System Maintenance Funds.

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

The funds for construction were 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
<u>CPST II Project No. 238: Ed James Road</u>	<u>\$ 274,094.00</u>
Total District 4 CPST II Funds	\$1,103,526.00

District 5 Road System Maintenance Funds

Arthur Road	\$ 50,000.00
-------------	--------------

There will be approximately 4.82 miles of roadway in the contract. The construction time for the contract is currently set for 120 days. The project will pave the roadways to the existing roadway widths and stay within the County's existing prescribed ditch-to-ditch right-of-way. The roads will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards.

Construction Engineering and Inspection Services (CEI) will be needed for this contract. Also SCDHEC Land Disturbance Permits will be needed for this project.

Due to their already extensive knowledge of this specific project and their extensive knowledge of this project approach, I requested ICA Engineering (through the On-Call Contract) to give us a proposal to prepare the SCDHEC Land Disturbance Permit Application and provide the necessary contract administration and inspection. Attached is ICA Engineering's proposal to provide these services.

I recommend that we retain ICA Engineering, through the On-Call Contract, to provide the described services on a lump sum basis with a not to exceed fee of \$65,000:

Permits	\$ 5,000.00
<u>Construction Inspection</u>	<u>\$60,000.00</u>
Total	\$65,000.00

ICA, through the Program Management Contract, has helped extensively develop this approach to the paving of these dirt roads. ICA helped with the completion of the investigations of the roadways and basically developed the contract documents and construction plans/specifications. ICA Engineering's assistance in developing this approach to these projects, their already extensive knowledge of the specific roads and overall project, and their extensive experience with this approach will ensure that this project is a success. The development of this approach has been a tremendous savings to the County in any additional engineering fees, right-of-way acquisition costs, disruption to the residents, construction costs, construction time, etc.

It should be noted that no additional engineering fees were associated with the development of the plans, specifications, and bid documents for the development of this approach to these projects.

The ICA Engineering construction services are to be allocated to the specific CPST II projects as follows:

CPST II Project No. 231: Willow Road	\$13,650
CPST II Project No. 232: Pygate Road	\$35,230
<u>CPST II Project No. 238: Ed James Road</u>	<u>\$16,120</u>
	\$65,000