

Jason M. Springs  
District 1

Roger M. Poston  
District 2

Alphonso Bradley  
District 3

Mitchell Kirby  
District 4

Kent C. Caudle  
District 5

H. Steven DeBerry, IV  
District 6

Waymon Mumford  
District 7

James T. Schofield  
District 8

Willard Dorriety, Jr.  
District 9

AGENDA  
FLORENCE COUNTY COUNCIL  
REGULAR MEETING  
COUNTY COMPLEX  
180 N. IRBY STREET  
COUNCIL CHAMBERS, ROOM 803  
FLORENCE, SOUTH CAROLINA  
THURSDAY, DECEMBER 10, 2015  
9:00 A. M.

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

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

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

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

V.     **MINUTES:**

**MINUTES OF THE NOVEMBER 19, 2015 REGULAR MEETING**     **[1]**  
Council Is Requested To Approve The Minutes Of The November 19, 2015  
Regular Meeting Of County Council.

**VI. PUBLIC HEARINGS:**

**[16]**

**A. ORDINANCE NO. 18-2015/16**

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.

**B. ORDINANCE NO. 19-2015/16**

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.

**C. ORDINANCE NO. 20-2015/16**

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.

**VII. APPEARANCES:**

**RONALD J. JEBAILY, ESQ.**

**[17]**

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

**VIII. COMMITTEE REPORTS:**

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

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

*November 2013*                      *Capital Project Sales Tax*

Public Services & County Planning  
(Councilman Dorriety/Chair, Councilmen Bradley and Caudle)

*June 2008                      Museum*  
*November 21, 2013       Landings*

Justice & Public Safety  
(Councilman Mumford/Chair, Councilmen Springs and DeBerry)

*Litter*

Education, Recreation, Health & Welfare  
(Councilman Caudle/Chair, Councilmen Springs and DeBerry)

*July 17, 2014                      Miracle League of Florence County*

Agriculture, Forestry, Military Affairs & Intergovernmental Relations  
(Councilman Bradley/Chair, Councilmen Kirby and Springs)

*January 17, 2013              City-County Conference Committee*

**IX. RESOLUTIONS/PROCLAMATIONS:**

**A. RESOLUTION NO. 08-2015/16 [19]**

A Resolution To Rename A County Road, Pound Road, As Shown On Florence County Tax Map Number 00185, Block 01, Parcel 041 To Humane Lane.

*(Planning Commission **approved** 6 – 0)(Council District 2)*

**B. RESOLUTION NO. 09-2015/16 [23]**

A Resolution To Rename A County Road, Early Lane, As Shown On Florence County Tax Map Number 00216, Block 01, Parcels 010 And 021 To Natty's Way.

*(Planning Commission **approved** 6 – 0)(Council District 2)*

**C. RESOLUTION NO. 10-2015/16 [27]**

A Resolution Authorizing The Transfer Of All Right, Title And Interest In, And All Rights And Obligations Under An Incentive Agreement And Fee Agreement Between Florence County And BCN Holdings, Inc., Authorizing Among Other Matters, The Payment Of A Fee In Lieu Of Taxes, To Rainwater Development, LLC.

**D. RESOLUTION NO. 11-2015/16 [30]**

A Resolution Authorizing An Inducement And Millage Rate Agreement Between Florence County, South Carolina (The “County”) And Carbon Conversions, Inc. Relating To The County’s Execution And Delivery Of A Fee In Lieu Of Tax Agreement Pursuant To Title 12, Chapter 44, Code Of Laws Of South Carolina, 1976, As Amended.

**E. RESOLUTION NO. 12-2015/16 [42]**

A Resolution To Amend The Florence County Personnel Policy Manual To Include The Addition Of Veterans Day As An Official County Holiday.

**F. RESOLUTION NO. 13-2015/16 [46]**

A Resolution Approving An Intergovernmental Agreement Between Florence County And The City Of Florence Relating To Payment By The City Of Florence To Florence County Of An Annual Capital Contribution Sufficient To Provide An Amount Equal To One-Half Of The Annual Principal And Interest Payable On Florence County’s Not Exceeding \$15,790,000 Accommodations Fee Revenue Bonds, Series 2015 And Other Matters Relating Thereto.

**X. ORDINANCES IN POSITION:**

**A. THIRD READING**

**1. ORDINANCE NO. 14-2015/16 [52]**

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing Fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, Extensions, And Reduction Of Guarantee And Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-105, Sexually Oriented Business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing Applications; Fees; And ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application Requirements And Fees, For The Purpose Of Creating A Comprehensive Fee Schedule To Reflect All Current Fees For Florence County Planning And Zoning Applications; And Other Matters Related Thereto.

*(Planning Commission approved 6 – 0)*

2. **ORDINANCE NO. 15-2015/16** [61]

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)*

**B. SECOND READING**

1. **ORDINANCE NO. 38-2014/15 (Deferral)** [67]

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. 16-2015/16** [70]

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)*

3. **ORDINANCE NO. 17-2015/16** [78]

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)*

4. **ORDINANCE NO. 18-2015/16** *(Public Hearing)* **[87]**  
 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.
  
5. **ORDINANCE NO. 19-2015/16** *(Public Hearing)* **[99]**  
 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.
  
6. **ORDINANCE NO. 20-2015/16** *(Public Hearing)* **[102]**  
 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.

### **C. INTRODUCTION**

1. **ORDINANCE NO. 21-2015/16** **[130]**  
 An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 & 086; Consisting Of Approximately 3.40 Acres From Single Family Residential District (R-3) To General Commercial District (B-3); And Other Matters Related Thereto.  
*(Planning Commission approved 6 – 0)(Council District 5)*
  
2. **ORDINANCE NO. 22-2015/16** **[137]**  
 An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.  
*(Planning Commission approved 6 – 0)*

3. **ORDINANCE NO. 23-2015/16** [144]  
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The “County”) And Carbon Conversions, Inc. (The “Company”); And Other Matters Relating Thereto.

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

XII. **REPORTS TO COUNCIL:**

A. **ADMINISTRATION**

- MONTHLY FINANCIAL REPORTS** [183]  
Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through October 31, 2015 As An Item For The Record.

B. **ADMINISTRATION**

- 2016 CALENDAR OF MEETING DATES AND HOLIDAYS** [201]  
Approve The 2016 Calendar Of Meeting Dates And Holidays.

C. **HANNAH-SALEM-FRIENDFIELD FIRE DEPARTMENT/PROCUREMENT**

- PURCHASE TANKERS** [203]  
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 Four (4) Pierce Freightliner FXP 2-Door Tankers With The Necessary Equipment For The Total Cost Of \$949,292 (Including \$1,200 Vehicle Tax) As Funded By Bond Fund (\$474,646) And CPST II Fund (\$474,646) For The Hannah-Salem-Friendfield Fire Department.

**D. HOWE SPRINGS FIRE DEPARTMENT/PROCUREMENT**

**1. PURCHASE PUMPERS**

**[215]**

Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Fireline Inc. (E-One) For The Purchase Of Three (3) E-One Custom Typhoon Side Mount Pumpers With The Necessary Equipment For The Howe Springs Fire Department In The Amount Of \$1,649,996 (Including \$900 Vehicle Tax) As Funded By Bond Funds.

**2. SELF-CONTAINED BREATHING APPARATUS (SCBA)**

**[226]**

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 Eighty-Four (84) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) And One Hundred Sixty Eight (168) 45 Minute Cylinders From Safe Industries For The Howe Springs Fire Department In The Amount Of \$545,741.80 (Including Tax And The Trade-In Of 56 Current SCBAs) As Funded By The 2015 Fire Bonds.

**E. PROCUREMENT**

**AWARD OF BID No. 18-15/16**

**[237]**

Authorize The Award Of Bid No. 18-15/16 For MBC Stone For District 6 Road Projects To CR Jackson, Florence, South Carolina In The Amount Of \$782,358 To Be Funded From CPST II Funds. *(7 Compliant Bids Received)*

**XIII. OTHER BUSINESS:**

**A. ROAD SYSTEM MAINTENANCE FEE (RSMF)**

**1. ANDERSON FARM ROAD**

**[240]**

Approve The Expenditure Of Up To \$48,090 From Council District 3 RSMF Funding Allocation To Pay For 6" Of MBC Stone For Anderson Farm Road.

**2. FORE ROAD**

**[241]**

Approve The Expenditure Of Up To \$28,000 From Council District 6 RSMF Funding Allocation To Pay For MBC Stone For Fore Road.

**3. MILL BRANCH ROAD**

**[242]**

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



**B. ROAD SYSTEM MAINTENANCE FEE (RSMF)/UTILITY**

**WOOD MOUNT SUBDIVISION ROADS RESURFACING**

[243]

Approve The Expenditure Of Up To \$260,000 From Council District 7 RSMF And Utility Funding Allocations To Pay For Resurfacing Of Stephenson Road, Hollings Avenue And Middleton Avenue In The Wood Mount Subdivision.

**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

December 10, 2015

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the November 19, 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, NOVEMBER 19, 2015, 9:00 A.M., COUNTY  
COMPLEX, 180 N. IRBY STREET, COUNCIL CHAMBERS, ROOM  
803, FLORENCE, SOUTH CAROLINA**

**PRESENT:**

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

**ABSENT:**

Alphonso Bradley, Council Member

**ALSO PRESENT:**

South Carolina House of Representatives Member Terry Alexander  
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  
Jack Newsome, Tax Assessor  
Patrick Fletcher, Procurement Director  
Andrew Stout, Museum Director  
Sam Brockington, Fire/Rescue Services Coordinator  
Alan Smith, Library Director  
Randy Godbold, VA Officer  
Joshua Lloyd, Morning News Staffwriter

A notice of the regular meeting of the Florence County Council appeared in the November 18, 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](http://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 and recognized House of Representatives Member Terry Alexander.

**APPROVAL OF MINUTES:**

Councilman Mumford made a motion Council Approve The Minutes Of The October 15, 2015 Regular Meeting Of County Council. Councilman Dorriety seconded the motion, which was approved unanimously.

**PUBLIC HEARINGS:**

There Were No Public Hearings Required Or Scheduled.

**APPEARANCES:**

**2015 CHRISTMAS CARD CONTEST WINNER**

Chairman Poston announced that the winner of the 2015 Christmas Card Contest was Jamashia McKithen, a 4<sup>th</sup> grader at Brockington Elementary School and 9 year old daughter of Ms. Brenda McKithen, an employee with the County Planning & Building Department. Councilman Kirby presented Miss McKithen with a framed copy of her artwork and the prize of \$100.

**RONALD J. JEBAILY, ESQ.**

Chairman Poston stated that Mr. Jebaily Requested To Appear Before Council To Talk About Downtown Parking While The New Courthouse Was Under Construction. However, Mr. Jebaily Advised The Clerk On November 18<sup>th</sup> That, Due To A Conflict, He Would Be Unable To Attend The Meeting.

**SAUNDRA LIGON, HUMAN AFFAIRS COMMISSION**

The Honorable Terry Alexander, House of Representatives and Ms. Ligon, Senior Community Relations Consultant with The State of South Carolina Human Affairs Commission Appeared Before Council To Make A Presentation For The Purpose Of Establishing A Community Relations Council Sponsored By The SC Human Affairs Commission. Representative Alexander stated they were not asking for funding, just a resolution that would start the process and engage members of the community in a dialogue to move Florence County forward in the process. The Chairman stated Council would review the information provided and the request.

## SMALL BUSINESS ADMINISTRATION & FEMA

Chris Allen With FEMA And Adrienne LaNeave With The SBA Appeared Before Council To Provide An Update On The Flood Event Recovery Efforts To Date. Mr. Allen stated that since the Presidential Declaration on October 5, 2015, FEMA registered over 86,000 individuals for assistance and approved over \$64 million in individual and household assistance. He was in charge of Branch 2, which included 12 counties, with over 36,000 registrations, representing 42% of the total registrations for the State of South Carolina; Florence County had over 5,000 registrations for individuals and household programs assistance with nearly \$4 million approved. The Disaster Recovery Center (DRC) was opened in Lake City on October 12<sup>th</sup>; there were over 2,100 visits to the center to date. For those individuals that were unable to access the DRC, FEMA employed a Disaster Survivor Assistance Team, which worked very closely with Florence County Emergency Preparedness personnel to reach individuals and assess needs. The team visited over 1,100 homes in Florence County to ensure all survivors had an opportunity to register for disaster assistance. They were beginning to wrap up with individual assistance registrations and move toward public assistance programs. It was estimated there were approximately 40 estimated worksheets for 6 applicants totaling over \$1 million for public assistance. A meeting was scheduled with Florence County on November 20<sup>th</sup> to collect project worksheet documentation. There was a kick-off meeting later in the day to discuss long-term recovery. He said they were simply a part of the team and could not have accomplished what they did without the very strong partnership in Florence County with the Emergency Management Director and the State Regional Emergency Management office. He said one very important piece of information was that the registration period was set to close on December 4<sup>th</sup>, which would be the last opportunity for individuals to register for assistance. Councilman Kirby asked if there was an opportunity for a review of areas that were denied assistance. Mr. Allen stated that there was an appeals process and he would be glad to obtain the information and assist with explaining the appeal process. Councilman Mumford stated he wanted to express appreciation for the excellent job they had done and for keeping Council informed of the process and the status.

Adrienne LaNeave, Public Affairs Specialist, US Small Business Administration (SBA) provided a brief explanation on the Federal Disaster Loans for businesses of all sizes, private nonprofits, homeowners and renters affected by the recent flood incident and how the process worked. Ms. LaNeave stated it was vitally important that citizens complete applications for the loans process, even if they never accept a loan. Failure to complete the loan application could potentially cause the individual to be denied coverage or assistance under other programs because those applications and assistance programs were all tied together. SBA offered individuals loans with interest rates at 1.875% and terms of up to 30 years, with the first \$25,000 being unsecured. In response to a question from Councilman Caudle, Ms. LaNeave responded that farmers and loggers fell under USDA so the SBA could not assist. However, the haulers/truckers, as well as the lumber yards/saw mills could potentially qualify for what was considered economic injury loans. These loans were designed specifically for businesses that suffered an economic injury rather than physical/structural damage and the application deadline was actually July 2016 for those type claims.

**COMMITTEE REPORTS:**

There Were No Committee Reports.

**RESOLUTIONS/PROCLAMATIONS:**

**RESOLUTION OF APPRECIATION AND RECOGNITION**

The Clerk published, in its entirety, A Resolution Of Appreciation And Recognition For David Hobbs For His Meritorious Service. Councilman Mumford made a motion Council approve the Resolution. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman DeBerry presented Mr. Hobbs with the framed Resolution and commended him for his dedicated service. Mr. Hobbs expressed his appreciation to Council and commended the staff of the Planning Department and the other members of the Planning Commission.

**RESOLUTION NO. 07-2015/16**

The Clerk published the title of Resolution No. 07-2015/16: 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. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

**ORDINANCES IN POSITION:**

**ORDINANCE NO. 07-2015/16 - THIRD 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 third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved with a seven (7) to one (1) vote. Voting in the 'Affirmative' were Chairman Poston, Councilmen DeBerry, Mumford, Schofield, Caudle, Dorriety, and Springs. Voting 'No' was Councilman Kirby.

**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 Mumford made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion.

Councilman Caudle made a motion to Amend Ordinance No. 08-2015/16 To Add A Statement That The County Can Appropriate Other Monies From Time To Time For Payment Of Accommodation Tax Revenue Bonds And That The Ability So To Appropriate Does Not Constitute Any Additional Pledge Of Funds By The County For Payment Of Accommodation Tax Revenue Bonds. The Reason For The Amendment Was To Allow The County To Use Payments Received By The County From The City Under The Intergovernmental Agreement With Respect To The Civic Center. Councilman Dorriety seconded the motion to amend, which was approved with a seven (7) to one (1) vote. Voting in the 'Affirmative' were Chairman Poston, Councilmen DeBerry, Mumford, Schofield, Caudle, Dorriety, and Springs. Voting 'No' was Councilman Kirby. Third reading of the Ordinance as amended was approved unanimously.

**ORDINANCE NO. 09-2015/16 – THIRD 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 Caudle made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion. Councilman Schofield requested that prior to the Civic Center group proceeding with the renovations, that the City and County Council members be allowed to review the proposed renovations. Councilman Caudle stated that as the Council representative on the Civic Center he would agree with that and would make sure that happened. Councilman Kirby asked if the reversion clause was still in the agreement. The County Administrator and County Attorney stated the reversion clause was no longer in effect. Third reading of the Ordinance was approved with a seven (7) to one (1) vote. Voting in the 'Affirmative' were Chairman Poston, Councilmen DeBerry, Mumford, Schofield, Caudle, Dorriety, and Springs. Voting 'No' was Councilman Kirby.

**ORDINANCE NO. 12-2015/16 – THIRD 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 third reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

**ORDINANCE NO. 13-2015/16 – THIRD 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 Dorriety made a motion Council approve third reading of the Ordinance. Councilman Caudle seconded the motion, which was approved unanimously.

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

Chairman Poston stated that 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. 14-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 14-2015/16: 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. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

**ORDINANCE NO. 15-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 15-2015/16: 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. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Springs 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. 16-2015/16 – INTRODUCED**

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.

**ORDINANCE NO. 17-2015/16 – INTRODUCED**

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.

**ORDINANCE NO. 18-2015/16 – INTRODUCED**

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.

**ORDINANCE NO. 19-2015/16 – INTRODUCED BY TITLE ONLY**

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.

**ORDINANCE NO. 20-2015/16 – INTRODUCED BY TITLE ONLY**

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.

**APPOINTMENTS TO BOARDS AND COMMISSIONS:**

**DEVELOPING COMMUNITIES COMMISSION**

Councilman Kirby made a motion Council Approve The Following Individuals To Serve On The Newly Established Developing Communities Commission With Appropriate Expiration Terms: Thomas Benton Representing The Town Of Pamplico, Dr. Dale Strickland Representing The City Of Johnsonville, Angie Cooper Representing The Town Of Coward, Marion Lowder Representing The City Of Lake City, Brenda Montgomery Representing The City Of Lake City, Patsy McCutcheon Representing The Town Of Olanta, And Tommy Knotts Representing The Town Of Scranton. Councilman Springs seconded the motion, which was approved unanimously.

## **MUSEUM BOARD**

Councilman Springs made a motion Council Appoint Mrs. Jacqueline Mouzon To Serve On The Museum Board, Representing Council District 1, With Appropriate Expiration Term. Councilman Dorriety seconded the motion, which was approved unanimously.

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

## **PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS**

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

## **PEE DEE WORKFORCE DEVELOPMENT BOARD**

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

## **CITY-COUNTY MEMORIAL STADIUM COMMISSION**

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

## **REPORTS TO COUNCIL:**

### **ADMINISTRATION**

#### **MONTHLY FINANCIAL REPORTS**

County Administrator K. G. Rusty Smith, Jr. stated that Monthly Financial Reports Were Provided To Council Members For Their Edification And An Item For The Record.

#### **CPST I & II UPDATE**

Mr. Smith stated that monthly updates on the CPST I and II were provided to Council as well as a report on the most recent meeting of Department Heads. He noted that on the CPST I update provided by SCDOT the phrase '*an additional \$90 million that was approved on December 4, 2013*' had been removed from that paragraph.

## ADMINISTRATION/FINANCE

### EMPLOYEE CHRISTMAS BONUS

Councilman Springs made a motion Council 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). Councilman Caudle seconded the motion. Councilman Mumford made a motion to increase the amount from \$100 to \$200. Councilman Kirby seconded the motion to amend, which was approved unanimously. Motion as amended was approved unanimously.

## ADMINISTRATION/FINANCE/FACILITIES

### AWARD BID NO. 16-15/16

Councilman Mumford made a motion Council 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. Councilman Schofield seconded the motion, which was approved unanimously. Mr. Smith stated that for Council's information, the base bid was for nine (9) buildings and the alternate bid was for the abatement of the Merriman building. The work would be done concurrently from 147 N. Irby Street to 181 N. Irby Street, ten (10) buildings total.

## ADMINISTRATION/FINANCE/VETERANS AFFAIRS

### LEASE AGREEMENT

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

## EMS/PROCUREMENT

### PURCHASE REPLACEMENT AMBULANCE

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

## HANNAH-SALEM-FRIENDFIELD FIRE DEPARTMENT/PROCUREMENT

### AWARD BID NO. 08-15/16.

Councilman Schofield made a motion Council 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. Councilman Springs seconded the motion, which was approved unanimously. Mr. Smith stated that four out of the five stations under construction were being built by local contractors.

## **HOWE SPRINGS FIRE STATION/PROCUREMENT**

### **AWARD BID NO. 14-15/16**

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

## **MUSEUM**

### **POSITION RECLASSIFICATION**

Councilman Mumford made a motion Council Approve The Reclassification Of A Secretary II Position To A Secretary III Position At The Florence County Museum. Councilman Caudle seconded the motion, which was approved unanimously.

## **OLANTA FIRE DEPARTMENT**

### **PURCHASE OF SELF-CONTAINED BREATHING APPARATUS**

Councilman Caudle made a motion Council 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 Olanda Fire Department In The Amount Of \$173,324.93 (Including Sales Tax And Trade-In Of 13 SCBAs) As Funded By Fire Bond Funds. Mr. Smith stated that for clarification, the funding source would be \$162,680 from bond proceeds and \$10,644.93 from Olanda Fire Department funds. Councilman Springs seconded the motion, which was approved unanimously. In response to a question from Councilman Kirby regarding pricing, Mr. Smith responded that the County did receive better pricing but the reason the units were different for Olanda was that if they standardized the units at this point it would require purchasing all new SCBAs at a total cost of about \$300,000 and all volunteers would need to be retrained.

## **PROCUREMENT**

### **DECLARATION OF SURPLUS PROPERTY**

Councilman Dorriety made a motion Council Declare Ten (10) Vehicles As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Springs seconded the motion, which was approved unanimously.

## **SARDIS-TIMMONSVILLE FIRE DEPARTMENT/PROCUREMENT**

### **ADDITIONAL FUNDS FOR PURCHASE OF PUMPERS**

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

**ADDITIONAL FUNDS FOR PURCHASE OF TANKER**

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

**PURCHASE SELF-CONTAINED BREATHING APPARATUS (SCBA)**

Councilman Kirby made a motion Council 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. Mr. Smith stated for clarification the funding was \$279,887 From Bond Funds and \$7,798 from Sardis-Timmonsville Fire Department Funds. Councilman Dorriety seconded the motion, which was approved unanimously.

**WINDY HILL FIRE DEPARTMENT/PROCUREMENT**

**PURCHASE SELF-CONTAINED BREATHING APPARATUS (SCBA)**

Councilman Schofield made a motion Council 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 \$415,784.40 (Including Tax And The Trade-In Of 50 Current SCBAs) As Funded By The 2015 Fire Bonds. Councilman Springs seconded the motion, which was approved unanimously.

**SHERIFF'S OFFICE**

**BUDGET NEUTRAL RECLASSIFICATION**

Councilman DeBerry made a motion Council Authorize A Budget Neutral Reclassification Of A Forensic Technician (Slot 110-101) From Grade 17 (Corporal) To Grade 19 (Sergeant). Councilman Caudle seconded the motion, which was approved unanimously.

**SHERIFF'S OFFICE/PROCUREMENT**

**SOLE SOURCE PURCHASE – SEARCHLIGHT SYSTEM**

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

## **PUBLIC WORKS**

### **AWARD BID NO. 17-15/16**

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

## **PROCUREMENT**

### **ENGINEERING AND INSPECTION SERVICES**

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

### **COUNCILMAN CAUDLE**

Councilman Caudle asked for clarification from Mr. Smith regarding the removal of the comment from the CPST I updates concerning the additional \$90 million previously approved by the SIB. Mr. Smith said that the wording previously included in the updates provided by SCDOT included reference to the \$90 million but when the November updates were received, that language had been removed. Councilman Caudle asked if that meant that the Alligator Road bypass would not be completed. Mr. Smith said that was not what that meant and that the project was approved on the list of projects.

### **COUNCILMAN SPRINGS**

Councilman Springs stated he noted on the costs for the SCBAs being purchased for the various fire departments, that there was a variance of about \$200 and asked if there were different specifications. Windy Hill Fire Chief John DeLung stated the SCBAs ordered by Windy Hill had more cylinders than the ones ordered by Sardis-Timmons ville.

## **OTHER BUSINESS:**

### **INFRASTRUCTURE**

#### **ARD BALL FIELD**

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

### **CITY OF LAKE CITY**

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

### **SCRANTON DIXIE YOUTH**

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

### **ROAD SYSTEM MAINTENANCE FEE (RSMF)**

#### **HEARNE ROAD**

Councilman Schofield made a motion Council Approve The Expenditure Of Up To \$2,250 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone To Repair Hearne Road. Councilman Mumford seconded the motion, which was approved unanimously.

#### **INDIGO LANDING ROAD**

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

#### **RIDGEWOOD DRIVE**

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

### **UTILITY**

#### **THEATER CIRCLE**

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

**EXECUTIVE SESSION**

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

Council entered Executive Session at 10:10 a.m. Council reconvened at 10:40 a.m.

**COUNCILMAN MUMFORD**

Councilman Mumford stated the viewing audience watched Council spend a lot of money at the meeting and he wanted to remind everyone that the majority of the funding being spent was Capital Project Sales Tax (CPST II) funding. Councilman Schofield commented that had it not been for the voters approving the penny tax, the purchases would not be possible. Councilman Mumford agreed and stated further that the CPST II funding was enabling the County to enhance the quality of life for its citizenry.

Councilman Dorriety stated that he also wanted to remind the public that with the Civic Center funding, it was being funded by accommodations tax revenues and the County was limited with what those funds could be spent on but the Civic Center qualified for that funding.

Chairman Poston expressed his agreement with the comments made and added that not only was it quality of life but it was to improve public safety.

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

Draft

**COUNCIL MEETING ADJOURNED AT 10:42 A.M.**

\_\_\_\_\_  
**MITCHELL KIRBY**  
**SECRETARY-CHAPLAIN**

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



# FLORENCE COUNTY COUNCIL

December 10, 2015

**AGENDA ITEM:** Public Hearings

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

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

**A. ORDINANCE NO. 18-2015/16**

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.

**B. ORDINANCE NO. 19-2015/16**

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.

**C. ORDINANCE NO. 20-2015/16**

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

December 10, 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

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**From:** Amy B. Gaines <AGaines@jebailylaw.com>  
**Sent:** Monday, November 23, 2015 10:20 AM  
**To:** Connie Haselden  
**Cc:** Ronald J. Jebaily  
**Subject:** December City Council Meeting Request

Ms. Haselden,

Please see email below from Ronald Jebaily regarding the 12/10 meeting.

Please see if you can get me on the agenda for the December 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](http://www.jebailylaw.com)

Thanks so much!

**Amy Barton Gaines**  
Office Manager  
Jebaily Law Firm, PA  
PO Box 1871  
Florence, SC 29503  
843.667.0400 – Main  
843.661.6424 – Fax  
843.664.3577 – Direct  
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[www.JebailyLaw.com](http://www.JebailyLaw.com)

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**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, December 10, 2015**

**AGENDA ITEM:** Resolution No. 08-2015/16  
Introduction

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

**[A Resolution To Rename A County Road, Pound Road, As Shown On Florence County Tax Map Number 00185, Block 01, Parcel 041 To Humane Lane.]**

**POINTS TO CONSIDER:**

1. The majority of landowners that have property that abut the proposed road have signed the required petition.
2. All required fees have been paid.
3. The road name meets standards set by the county code.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Resolution No. 08-2015/16
2. Staff report for PC#2015-17
3. Aerial Map

Sponsor(s) Department : Planning Commission  
Planning Commission Consideration : November 17, 2015  
Planning Commission Public Hearing : November 17, 2015  
Planning Commission Action : November 17, 2015 [Approved 6-0]  
Adopted : December 10, 2015

**RESOLUTION NO. 08-2015/16**

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

**[A Resolution To Rename A County Road, Pound Road, As Shown On Florence County Tax Map Number 00185, Block 01, Parcel 041 To Humane Lane.]**

**WHEREAS:**

1. Florence County has established a uniform and organized road naming system to prevent duplication and confusion within the County and for E-911 addressing purposes; and
2. Florence County, when deemed necessary, seeks to continue the implementation of the street naming system by reviewing requests for areas submitted and seeking to solve them; and
3. All county roads that exist in Florence County shall be named based on criteria as set forth by the Florence County Road Naming/Renaming Ordinance; and
4. The Florence County Planning Commission held Public Hearings for the road renaming request on November 17, 2015.

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

The county road, Pound Road, located within Florence County as shown on Tax Map Number 00185, Block 01, Parcel 041 is hereby renamed to Humane Lane.

ATTEST:

SIGNED:

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

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
NOVEMBER 17, 2015  
PC#2015-17**

**SUBJECT:** Renaming of Pound Road to Humane Lane

**LOCATION:** Off Friendfield Rd., Effingham

**TAX MAP NUMBER:** 00185, Block 01, Parcel 041

**COUNCIL DISTRICT(S):** 2; County Council

**APPLICANT:** Florence County

**STAFF RECOMMENDATION:**  
Approve as submitted.

**STAFF ANALYSIS:**

The applicant is proposing to rename Pound Road, an existing road located in Effingham to Humane Lane.

This road is a county maintained road located off Friendfield Rd. in Effingham.

The road is shown to exist on Florence County Tax Map Number 00185, Block 01, Parcel 041.

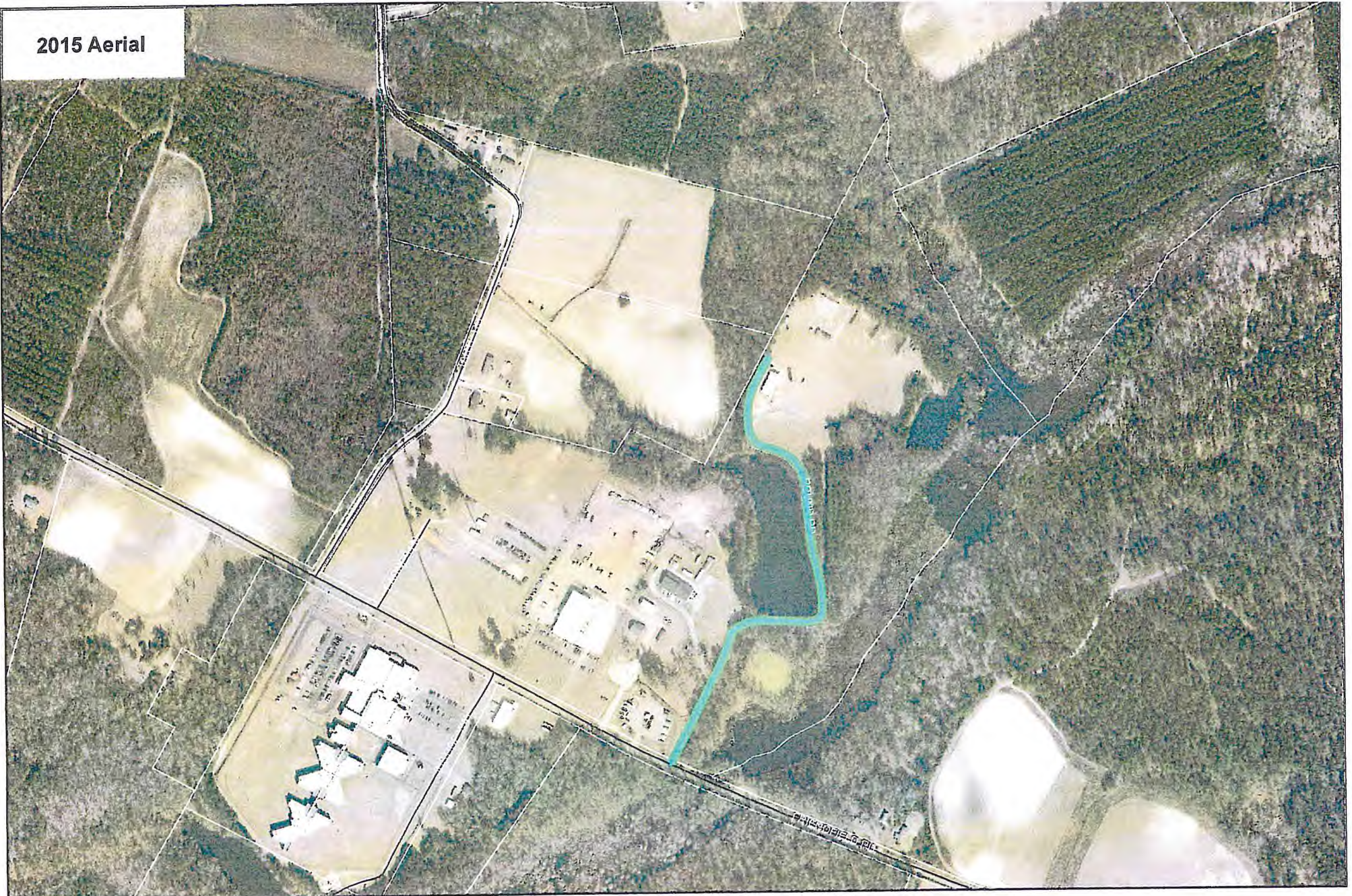
1. The request was made by the property owner's representative.
2. The applicant was advised to the minimum requirements to name a road.
3. Road names are not duplicates of existing road names in the County of Florence.
4. All landowners with property abutting the proposed road have signed the petition.
5. The road name has been approved by the County addressing office.

**FLORENCE COUNTY PLANNING COMMISSION ACTION: NOVEMBER 17, 2015**  
Six Planning Commission members voted 6 to 0 to approve the road renaming request.

**FLORENCE COUNTY COUNCIL MEETING:**  
This item is tentatively scheduled to appear on the agenda on Thursday, December 10, 2015 @ 9:00 a.m. in room 803 at the County Complex located at 180 N. Irby St., Florence.

**ATTACHMENTS:**  
1. Aerial Map

2015 Aerial



0 280 560 1,120 Feet


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



Council District(s): 2  
PC#2015-17

**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, December 10, 2015**

**AGENDA ITEM:** Resolution No. 09-2015/16  
Introduction

**DEPARTMENT:** Planning and Building Inspections / 

**ISSUE UNDER CONSIDERATION:**

**[A Resolution To Rename A County Road, Early Lane, As Shown On Florence County Tax Map Number 00216, Block 01, Parcels 010 and 021 To Natty's Way.]**

**POINTS TO CONSIDER:**

1. The majority of landowners that have property that abut the proposed road have signed the required petition.
2. All required fees have been paid.
3. The road name meets standards set by the county code.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Resolution No. 09-2015/16
2. Staff report for PC#2015-20
3. Aerial Map



Sponsor(s) Department : Planning Commission  
Planning Commission Consideration : November 17, 2015  
Planning Commission Public Hearing : November 17, 2015  
Planning Commission Action : November 17, 2015 [Approved 6-0]  
Adopted : December 10, 2015

**RESOLUTION NO. 09-2015/16**

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

**[A Resolution To Rename A County Road, Early Lane, As Shown On Florence County Tax Map Number 00216, Block 01, Parcels 010 and 021 To Natty's Way.]**

**WHEREAS:**

1. Florence County has established a uniform and organized road naming system to prevent duplication and confusion within the County and for E-911 addressing purposes; and
2. Florence County, when deemed necessary, seeks to continue the implementation of the street naming system by reviewing requests for areas submitted and seeking to solve them; and
3. All county roads that exist in Florence County shall be named based on criteria as set forth by the Florence County Road Naming/Renaming Ordinance; and
4. The Florence County Planning Commission held Public Hearings for the road renaming request on November 17, 2015.

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

The county road, Early Lane, located within Florence County as shown on Tax Map Number 00216, Block 01, Parcels 010 and 021 is hereby renamed to Natty's Way.

ATTEST:

SIGNED:

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

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
NOVEMBER 17, 2015  
PC#2015-20**

**SUBJECT:** Renaming of Early Lane to Natty's Way

**LOCATION:** Off Lebanon Road, Effingham, SC

**TAX MAP NUMBER:** 00216, Block 01, Parcels 010 and 021

**COUNCIL DISTRICT(S):** 2; County Council

**APPLICANTS:** Garland G. Stutts, Jr. and Nathaniel O. Turner, Jr.

**STAFF RECOMMENDATION:**

Approve as submitted.

**STAFF ANALYSIS:**

The applicants are proposing to rename Early Lane, an existing road located in Effingham, SC to Natty's Way.

This road is a county maintained road located off Lebanon Road in Effingham, SC.

The road is shown to exist on Florence County Tax Map Number 00216, Block 01, Parcels 010 and 021.

1. The request was made by the property owners.
2. The applicants were advised of the minimum requirements to name a road.
3. Road names are not duplicates of existing road names in the County of Florence.
4. All landowners with property abutting the proposed road have signed the petition.
5. The road name has been approved by the County addressing office.

**FLORENCE COUNTY PLANNING COMMISSION ACTION: NOVEMBER 17, 2015**

Six Planning Commission members voted 6 to 0 to approve the road renaming request.

**FLORENCE COUNTY COUNCIL MEETING:**

This item is tentatively scheduled to appear on the agenda on Thursday, December 10, 2015 @ 9:00 a.m. in room 803 of the County Complex, 180 North Irby Street, Florence.

**ATTACHMENTS:**

1. Aerial Map

2015 Aerial



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

Council District(s): 2  
PC#2015-20

**FLORENCE COUNTY COUNCIL MEETING**  
**December 10, 2015**

**AGENDA ITEM:** Resolution No. 10-2015/16

**DEPARTMENT:** Economic Development

**ISSUE UNDER CONSIDERATION:**

(A Resolution Authorizing The Transfer Of All Right, Title And Interest In, And All Rights And Obligations Under An Incentive Agreement And Fee Agreement Between Florence County And Bcn Holdings, Inc., Authorizing Among Other Matters, The Payment Of A Fee In Lieu Of Taxes, To Rainwater Development, LLC.)

**OPTIONS:**

1. *(Recommended)* Approve Resolution No. 10-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Resolution No. 10-2015/16

Sponsor(s) : Economic Development  
Adopted : December 10, 2015  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 10-2015/16**

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

**A RESOLUTION AUTHORIZING THE TRANSFER OF ALL RIGHT, TITLE AND INTEREST IN, AND ALL RIGHTS AND OBLIGATIONS UNDER AN INCENTIVE AGREEMENT AND FEE AGREEMENT BETWEEN FLORENCE COUNTY AND BCN HOLDINGS, INC., AUTHORIZING AMONG OTHER MATTERS, THE PAYMENT OF A FEE IN LIEU OF TAXES, TO RAINWATER DEVELOPMENT, LLC.**

**WHEREAS:**

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976 (the "Code"), as amended (the "FILOT Act") and as supplemented by Title 4, Chapter 1 of the Code (the "MCIP Act") to enter into a fee in lieu of tax agreement which requires the industry meeting the requirements of the FILOT Act to make a payment of a fee in lieu of taxes ("FILOT"), through which powers (whether under the FILOT Act or the MCIP Act, which are collectively referred to hereafter as the "Acts") the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina and to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and
2. The County is authorized by said Acts to include in any such agreement the right of the County to approve the transfer of an agreement with respect to such projects; and
3. In the exercise of the foregoing powers, the County and BCN Holdings, Inc. ("BCN") entered into a fee agreement dated as of December 18, 2014 ("Fee Agreement"), which contains Section 8.2 that provides the right of BCN to transfer or assign the Fee Agreement with the County's consent, which shall not be unreasonably withheld; and
4. BCN has agreed to transfer and assign all of its rights, obligations and responsibilities under the Fee Agreement to Rainwater Development, LLC ("Rainwater") as authorized by Section 8.2 of the Fee Agreement, and Rainwater will assume all such rights, responsibilities and obligations (the "Transfer"); and
5. The County has determined that the project described in the Fee Agreement will continue to directly and substantially benefit the general public welfare of Florence County by increasing the ad valorem tax base and by providing services, employment, recreation, or other public benefits not otherwise provided locally; and

6. The County has determined, on the basis of the information supplied to it by BCN and Rainwater that the project described in the Fee Agreement will continue to be a “project” as that term is defined in the Acts and that the Project will continue to subserve the purposes of the Acts.

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

Section 1. The County hereby approves the transfer of all rights, titles, and interest in, and all rights and obligations under, the Fee Agreement from BCN to Rainwater.

Section 2. Conditioned on the presentation of evidence satisfactory to the Chairman of the County Council and of the County Administrator of an unconditional assumption of all of BCN’s obligations under the Fee Agreement by Rainwater, and upon the payment of all 2015 *ad valorem* tax and/or fee in lieu of tax payments attributable to the project as described in the Fee Agreement, the County hereby releases BCN from all of its obligations under the Fee Agreement.

Section 3. The Chairman of the County Council and the County Administrator are hereby authorized and directed to execute and deliver to BCN and to Rainwater written evidence of the approval, release, and waiver contained herein after they and the County Attorney have verified the satisfaction of the condition contained in Section 2 hereof. Before the execution and delivery of any documents, said documents shall be approved by the County Attorney as to their form, provided however, that the execution and delivery by the Chairman of the County Council and the County Administrator shall constitute conclusive evidence as to the satisfaction of condition and as to the approval by the County Attorney.

Section 4. The provisions of this Resolution are declared to be severable. If any section, phrase, or provision shall be declared by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Resolution shall remain valid.

Section 5. All orders, resolutions, ordinances, and parts thereof in conflict herewith, are to the extent of such conflict, hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

Section 6. This Resolution shall take effect upon the date of its passage by the County Council.

ATTEST:

SIGNED:

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

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

**FLORENCE COUNTY COUNCIL MEETING**  
**December 10, 2015**

**AGENDA ITEM:** Resolution No. 11-2015/16

**DEPARTMENT:** Economic Development

**ISSUE UNDER CONSIDERATION:**

(A Resolution Authorizing An Inducement And Millage Rate Agreement Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. Relating To The County's Execution And Delivery Of A Fee In Lieu Of Tax Agreement Pursuant To Title 12, Chapter 44, Code Of Laws Of South Carolina, 1976, As Amended.)

**OPTIONS:**

1. *(Recommended)* Approve Resolution No. 11-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Resolution No. 11-2015/16

Sponsor(s) : Economic Development  
Adopted : December 10, 2015  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 11-2015/16**

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

**A RESOLUTION AUTHORIZING AN INDUCEMENT AND MILLAGE RATE AGREEMENT BETWEEN FLORENCE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CARBON CONVERSIONS, INC. RELATING TO THE COUNTY'S EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.**

**WHEREAS:**

1. Carbon Conversions, Inc. (the "Company") is considering an expansion of its office, research and development, and manufacturing facilities within Florence County, South Carolina (the "County"), which would consist of improvement of certain real properties and improvements thereto located within the County and of the acquisition, construction and installation of machinery, equipment, fixtures, and furnishings to be purchased and installed in connection therewith for the operation of such facilities related to the business and other legal activities of the Company and its affiliates (the "Project"); and
2. The County, acting through the Florence County Council (the "County Council"), is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to induce industries to locate in the State, to encourage existing industries now located in the State to expand their investments and therefore make use of and employ manpower, products and other resources of the State; and to enter into a fee in lieu of tax agreement with such industries meeting the requirements of the Act, which identify certain properties of such industries as economic development property; and
3. It is anticipated that the cost of planning, designing, acquiring, constructing and completing the proposed Project may require expenditures of in excess of \$2,500,000 in the County, which will satisfy the requirements of Section 12-44-30(14) of the Act; and
4. The County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and



5. The Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in locating the Project within the County, the County has agreed to enter into a fee agreement with the Company in order to, *inter alia*, identify certain assets of the Company related to the Project as economic development property in order to induce the Company to proceed with the Project in the County; and
6. After due consideration, the County Council has determined that entering into a fee agreement will further the purposes and objectives of the Act.

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

1. The County Council hereby approves the Inducement and Millage Rate Agreement in substantially the form attached hereto and presented to this meeting. The Chairman of the County Council is hereby authorized and directed to execute the Inducement and Millage Rate Agreement on behalf of the County, and his signature attested to by the Clerk to County Council but with such changes, if any, as said officers shall approve, their approval to be evidenced by the execution thereof.

2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

3. As contemplated by Section 12-44-40(d) of the Act, the County makes the following findings and determinations:

- (a) The Project will constitute a "project" within the meaning of the Negotiated FILOT Act; and
- (b) The Project, and the County's actions herein, will subserve the purposes of the Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (f) The Fee Agreement will require the Company to make certain reimbursements to the County and otherwise lose the benefits provided for therein if the Company should fail to achieve the investment thresholds set forth in the Fee Agreement; and
- (g) The benefits of the Project are greater than the costs.

4. Notwithstanding anything in this Resolution to the contrary, the execution and delivery by the County of the Inducement Agreement are subject to compliance by the County with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions, and to the actual adoption of such ordinances and resolutions.

5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

7. The Chairman of County Council, the County Administrator, the Clerk to County Council, County Council and its duly elected officers shall take any and all such further action as may be or may become necessary to carry out the intent of this resolution and the obligations of the County under the Inducement Agreement approved herein. All of the undertakings of the County described herein and as authorized in the Inducement Agreement are limited by Section 12-44-10 et seq. of the Act which provides that the County shall incur no pecuniary liability nor any charge against its general credit or taxing powers as a result of said undertakings.

ATTEST:

SIGNED:

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

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

draft

## INDUCEMENT AND MILLAGE RATE AGREEMENT

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT made and entered into by and between Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Carbon Conversions, Inc. (the "Company").

WITNESSETH :

### ARTICLE I

#### RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976 (the "Act") to provide certain benefits thereunder through which industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the expansion, addition, construction, installation, improvement, design and engineering of certain real properties and improvements thereto located within the County and of the certain machinery, equipment, fixtures and furnishings to be purchased and installed in connection therewith for the operation of such facilities related to the business and other legal activities of the Company and its affiliates (the "Project"). The Project would involve a projected investment in excess of Two Million Five Hundred Thousand (\$2,500,000) Dollars as required by the Act within five (5) years from the end of the year of execution of a fee in lieu of tax agreement between the County and the Company (the "Fee Agreement").
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by the Act with respect to certain economic development property comprising the Project.
- (d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and,

that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

## ARTICLE II

### UNDERTAKINGS ON THE PART OF THE COUNTY

Subject to the general provisions contained in Article IV hereof, the County agrees as follows:

Section 2.1. The Project, as represented to the County, will represent a taxable investment in an aggregate principal amount of not less than Two Million Five Hundred Thousand (\$2,500,000) Dollars within five (5) years from the end of the year in which the Fee Agreement is executed. The Project will be constructed or installed by the Company on the sites owned or leased by the Company and located in the County. The Fee Agreement will contain suitable provisions for acquisition and construction of the Project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

- (a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.
- (b) The Company will maintain the Project.
- (c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.
- (d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses or attorney's fees incurred by them and for any claim of loss suffered or

damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project, including without limitation any environmental liability.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to thirty (30) years from the date of the Fee Agreement (or such longer period, if permitted by the Act) the annual capital investments made under the Fee Agreement for the first five years (or such longer period, if permitted by the Act), and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.0% (or such lower assessment ratio, if permitted by the Act), a millage rate based on the millage rate in effect on June 30 of the calendar year immediately preceding the execution of the Fee Agreement (which the parties understand to be 315 mills on June 30, 2015) which millage rate shall remain fixed for the duration of the Fee Agreement, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The Fee Agreement shall provide that

(1) the Company shall, to the extent required by law, furnish to the County on an annual basis through the end of the investment period as described in the Act a report on the total amount invested by the Company with respect to the Project and the Plant through such period;

(2) in the event that the cost of completion of the Project has not exceeded the minimum level required by Section 12-44-30(14) by the end of the Investment Period, beginning with the payment due for the calendar year following, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were owned by the Company, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if it were the owner of the Project. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over, (ii) the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project for tax years through and including the last year of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in Section 12-44-90 of the Act.

- (g) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

- (1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject always, to the continuing requirement to maintain at least Two Million Five Hundred Thousand (\$2,500,000) Dollars in taxable investment (without regard to depreciation) in the Project as required by the Act.

- (2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

- (h) The County and the Company agree that the Company may purchase replacement property which replacement property will be included into the fee to the full extent allowed pursuant to the Act.

- (i) The County shall locate the Project within the boundaries of an existing or new joint-county industrial or business park with a contiguous South Carolina county selected by the County.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project and be entitled to subject the constructed or acquired property to the Fee Agreement.

Section 3.2. The County will have no obligation to assist the Company in finding a lender and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To enter into the Fee Agreement, under the terms of which it will obligate itself to pay to the County sums sufficient to pay payments in lieu of tax in accordance with Section 2.2(e) hereof, to the extent and when the same may become due and payable with the Fee Agreement to be in form and to contain such provisions, consistent with those set forth in Section 2.2 hereof as shall be satisfactory to the County and to the Company;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its

terms and provisions;

- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project, including without limitation any environmental liability. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including without limitation its reasonable attorney's fees. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

#### ARTICLE IV

#### GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to compliance by the County with the provisions of the South Carolina Home Rule Act and all of the provisions of the Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either and that this Agreement is subject to compliance for enactment by the County of all further acts, legislation, and ordinances required or envisioned by this Agreement.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2016 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

- (b) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company and the Sponsors, if applicable, may, with the prior consent of the County, assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights and/or obligations under this Agreement, the Fee Agreement, or any other agreement related hereto or thereto, to one or more other entities without adversely affecting the benefits to the Company or its assignees pursuant to any such agreement or the Act.

draft



IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

FLORENCE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Roger M. Poston  
Chairman of Florence County Council  
Florence County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Connie Y. Haselden  
Clerk to Florence County Council  
Florence County, South Carolina

Date: \_\_\_\_\_

draft

CARBON CONVERSIONS, INC.

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

draft

**FLORENCE COUNTY COUNCIL MEETING**  
**December 10, 2015**

**AGENDA ITEM:** Resolution No. 12-2015/16

**DEPARTMENT:** Administration

**ISSUE UNDER CONSIDERATION:**

(A Resolution To Amend Section 11.3A Of The Florence County Personnel Policy Manual To Add Veterans Day As An Official Paid Holiday For Florence County Employees.)

**POINTS TO CONSIDER:**

1. November 11<sup>th</sup> is observed nationally as Veterans Day.
2. Local Federal, State, and Municipal offices close in observance of Veterans Day.
3. Florence County is the only local government agency that remains open on Veterans Day.

**OPTIONS:**

1. *(Recommended)* Approve Resolution No. 12-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Resolution No. 12-2015/16
2. Copy of current Florence County PPM Section 11.3 HOLIDAYS.

Sponsor(s)/Department : Administration  
Adopted: : December 10, 2015  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 12-2015/16**

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

**(To Amend Section 11.3A Of The Florence County Personnel Policy Manual To Add Veterans Day As An Official Paid Holiday For Florence County Employees.)**

**WHEREAS:**

1. November 11<sup>th</sup> is observed as Veterans Day across the United States; and
2. Local Federal, State, and Municipal offices recognize Veterans Day as an official holiday and those offices are typically closed in observance of the holiday; and
3. Florence County is currently the only local government agency that does not observe Veterans Day as an official holiday.

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

1. Section 11.3A Is Hereby Amended To Include Veterans Day As An Official Paid Holiday For Florence County Employees.

ATTEST:

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

SIGNED:

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

approval as soon as possible but at least one week in advance. Annual leave may not be taken prior to being accrued. All requests for annual leave will be in increments of no less than one (1) hour.

**11.2E(2)** Florence County endeavors to allow employees to take paid annual leave at times most convenient to them. However, in order to ensure continued, smooth operation and maintain a high quality in the delivery of services to the citizens of Florence County, the County Administrator may limit the number of employees who may be absent from a given Department or unit at any one time. When there is a conflict in the vacation requests of two or more employees who cannot be spared at the same time, the Department Head will make the determination as to who may take leave based on the needs of the County.

**11.2E(3)** On occasion, it may be necessary for the Department Head or the County Administrator to require an employee to work in lieu of taking his or her scheduled annual leave. Employees who work their scheduled annual leave may reschedule their annual leave.

**11.2E(4)** Non-exempt employees who do not work their required biweekly hours may be charged annual leave to complete the required hours at the discretion of the Department Head.

#### **11.2F Units of Annual Leave**

**11.2F(1)** An employee's annual leave credit is to be charged for the actual time (or at a minimum in one-hour increments) an employee is away from the job. No leave, compensatory time, or other non-work time is credited toward overtime. Overtime is based only on the hours actually worked by an employee.

#### **11.2G Payment Of Annual Leave Upon Separation From Employment**

**11.2G(1)** Upon leaving employment an employee is compensated at the regular straight time rate for all days of unused vacation earnings, up to a maximum of 25 days, provided he gives and works the required notice period. Non-management employees are expected to give two weeks written notice to the Department Head and work the notice period. Department Heads and all other employees of management are expected to give four weeks written notice and work such notice.

**11.2G(2)** Employees who are terminated for cause are eligible for payment of unused vacation leave, up to a maximum of 25 standard leave days.

### **11.3 HOLIDAYS**

**11.3A** All full-time employees are eligible for pay for a standard leave day, from date of hire, for the following official paid holidays:

- (1) New Year's Day (January 1)
- (2) Martin Luther King, Jr's Birthday (Third Monday in January)
- (3) Good Friday (Friday before Easter Sunday)
- (4) Memorial Day (Last Monday in May)
- (5) Independence Day (July 4)
- (6) Labor Day (first Monday in September)
- (7) Thanksgiving Day (Fourth Thursday in November)

- (8) Day After Thanksgiving (Fourth Friday in November)
- (9) Christmas Eve (December 24)
- (10) Christmas Day (December 25)
- (11) Additional Christmas Day if declared a state holiday by the Governor and any other day so designated by the Florence County Council.

**11.3B** Recognized holidays that fall on a Saturday will be observed on the preceding Friday and recognized holidays that fall on a Sunday will be observed on the following Monday, unless designated otherwise by County Council.

**11.3C** Regular part-time employees scheduled to work at least one-half (1/2) of the normal workweek are entitled to standard leave for holidays at a rate proportional to the rate for full-time employees.

**11.3D** Temporary and seasonal employees are not entitled to compensation for holidays.

**11.3E** Part-time emergency medical services and central communications employees and PRN staff are not entitled to compensation for holidays.

**11.3F** All non-exempt employees, whether required to work a holiday or not required to work the holiday, receive pay for a standard leave day.

**11.3G** Holiday pay is calculated at the regular hourly rate. Holiday leave hours are not considered hours worked for the purpose of computing overtime.

**11.3H** When a holiday falls during a period of approved sick and/or vacation leave, the employee receives holiday pay instead of sick or vacation leave. For shift employees, the balance of the employee's scheduled shift (less the standard leave day for holiday pay) may be charged against approved sick and/or vacation leave.

**11.3I** Employees must be in pay status to receive holiday pay. If the employee is scheduled to work the day before or the day after the holiday, and the employee has an unexcused absence for either day, the employee is not eligible for holiday pay.

**11.3J** If an employee is scheduled to work on a holiday and has an unapproved absence, the employee does not receive holiday pay.

#### **11.4 SICK LEAVE**

**11.4A** Florence County provides paid sick leave benefits to regular, full-time employees for periods of temporary absence due to illness or injury. Sick leave is a privilege and not a right an employee may demand. Sick leave may not be taken prior to being accrued. A Department Head or the County Administrator may require that an employee provide a medical excuse for sick leave of any duration at any time. If a medical excuse is not available as requested, then any authorization for sick leave may be rescinded and the employee may not be paid for the time missed. Failure to provide the requested medical excuse may result in disciplinary action.

##### **11.4B Eligibility**

**11.4B(1)** Full-time employees of the county accrue one (1) standard leave day of sick leave per month of continuous service.

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Resolution No.13-2015/16

**DEPARTMENT:** Administration  
Finance

## **ISSUE UNDER CONSIDERATION:**

(A Resolution Approving An Intergovernmental Agreement Between Florence County And The City Of Florence Relating To Payment By The City Of Florence To Florence County Of An Annual Capital Contribution Sufficient To Provide An Amount Equal To One-Half Of The Annual Principal And Interest Payable On Florence County's Not Exceeding \$15,790,000 Accommodations Fee Revenue Bonds, Series 2015 And Other Matters Relating Thereto.)

## **POINTS TO CONSIDER:**

1. When the Civic Center was originally constructed, Florence County and the City of Florence entered into an agreement whereby the City agreed to pay one half of the cost of the debt service for the Civic Center.
2. Now that the Civic Center is being expanded and new debt is being issued, a new intergovernmental agreement needs to be approved.
3. This agreement improves the bond rating on the revenue bonds being issued to fund this Civic Center expansion; thereby reducing the interest cost on the bonds.

## **OPTIONS:**

1. *(Recommended)* Approve Resolution No. 13-2015/16 as presented.
2. Provide An Alternate Directive.

## **ATTACHMENT:**

1. Copy of Resolution No. 13-2015/16.
2. Copy of Intergovernmental Agreement between Florence County and the City of Florence.

Sponsor(s) : County Council  
Adopted: : December 10, 2015  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 13-2015/16**

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

**A Resolution Approving An Intergovernmental Agreement Between Florence County And The City Of Florence Relating To Payment By The City Of Florence To Florence County Of An Annual Capital Contribution Sufficient To Provide An Amount Equal To One-Half Of The Annual Principal And Interest Payable On Florence County's Not Exceeding \$15,790,000 Accommodations Fee Revenue Bonds, Series 2015 And Other Matters Relating Thereto**

**WHEREAS:**

1. Florence County (the "County") acting by and through its governing body, Florence County Council ("Council"), proposes to issue the County's not exceeding \$15,790,000 Accommodations Fee Revenue Bonds, Series 2015 (the "Bonds"), the proceeds of which Bonds will be used to expand and improve the Florence Civic Center ("Civic Center"); and
2. The Civic Center is a joint enterprise of the County and the City of Florence (the "City") in which all capital and operational costs relating to the Civic Center are shared equally between the City and the County; and
3. In order to provide for the City's obligation to pay the capital costs of the expansion of the Civic Center financed by the Bonds, the City and the County have agreed to the Intergovernmental Agreement (the "Agreement") presented to Council and attached hereto, which Agreement provides for the payment by the City to the County annually of a capital contribution in a sum equal to one-half of annual debt service on the Bonds.

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

1. The Agreement in substantially the form presented to Council and attached hereto is hereby approved.

2. The County Administrator of the County is authorized to execute and deliver the Agreement, with such changes, not inconsistent with the purposes stated above, as he may deem appropriate in his sole discretion.

ATTEST:

SIGNED:

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

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:



## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “**Agreement**”), dated as of December \_\_, 2015, is by and between The City of Florence, South Carolina, a body politic and corporate and a municipal corporation organized under the laws of the State of South Carolina (the “**City**”) and The County of Florence, South Carolina, a body politic and corporate and a county organized under the laws of the State of South Carolina (the “**County**”).

### WITNESSETH:

**WHEREAS**, the City and the County entered into an Agreement to Design, Construct, Operate and Maintain Florence City-County Civic Center dated October 1, 1990 (the “**Original Agreement**”) to provide for the responsibilities of the City and the County with regard to the planning, construction and financing of the Florence Civic Center (the “**Civic Center**”); and

**WHEREAS**, the City and the County acknowledge the continuing legal effect of the Original Agreement; and

**WHEREAS**, the City and the County have now agreed to construct, furnish and equip certain improvements to and expansion of the Civic Center in order to promote the tourism industry and economic development in the City and the County (the “**Civic Center Project**”), and to finance such improvements through the issuance of Accommodations Fee Revenue Bonds of Florence County, Series 2015 (the “**Bonds**”), which Bonds shall be secured by a pledge of a local accommodations fee (the “**Accommodations Fees**”) collected by the County pursuant to Article 7, Chapter 1 of Title 6 of the Code of Laws of South Carolina, 1976, as amended (the “**Code**”); and

**WHEREAS**, the City has agreed to pay to the County a monthly capital contribution to the County to help defray the cost of the Civic Center Project (the “**Capital Contribution**”); and

**WHEREAS**, South Carolina Constitution Article VIII, Section 13 and Section 4-9-41(A) of the Code of Laws of South Carolina of 1976, as amended, provide that any county, incorporated municipality, or other political subdivision may provide for the joint administration of any function and exercise of powers and the sharing of costs thereof.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby formally covenant and agree as follows:

### **Section 1. Representations and Warranties.**

1.1 The County represents and warrants that:

(a) it has full legal right, power and authority to levy and collect the Accommodations Fees and apply them for the purpose of financing certain improvements to the Civic Center; and it has full legal right, power and authority to enter into this Agreement and to carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms.

(d) the execution and delivery by the County of this Agreement and compliance with the provisions hereof will not conflict with or constitute a breach of, or default under, any material commitment, agreement or other instrument to which the County is a party or by which it is bound, or any provision of law, rule, regulation, ordinance, judgment, order, or decree to which the County is subject.

1.2 The City represents and warrants that:

(a) it has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) the execution and delivery by the City of this Agreement and compliance with the provisions hereof will not conflict with or constitute a breach of, or default under, any material commitment, agreement or other instrument to which the City is a party or by which it is bound, or any provision of law, rule, regulation, ordinance, judgment, order, or decree to which the City is subject.

**Section 2. Payment of Capital Contribution; Term.**

2.1 The City hereby agrees to pay to the County on such payment date(s) as the County may reasonably request, the amount of \$ \_\_\_\_\_ annually as a capital contribution relative to the Civic Center Project (the “**Capital Contribution**”). The County may utilize each payment of the Capital Contribution for payment of any capital costs relating to the Civic Center Project, including without limitation deposit of such monies into the Debt Service Fund for the Bonds to be maintained by the Trustee for the Bonds.

2.2 The City and the County acknowledge that the proceeds from the Bonds will be used solely for improvements and related costs for the Civic Center. The City agrees that all payments of the

Capital Contribution may, at the election of the County, be used by the County for payment of principal of and interest on the Bonds.

2.3 The term of this Agreement and the obligation of the City to pay the Capital Contribution shall terminate upon the satisfaction and discharge of the Bonds.

2.4 No other provision of this Agreement withstanding, it is understood and agreed to between the City and the County that the City's agreement to pay the Capital Contribution as provided herein is not secured by, or in any way entitled to a pledge of, the full faith, credit, and taxing power of the City; is not an indebtedness of the City within the meaning of any provision of the Constitution or Statutes of the State of South Carolina, and is not a pecuniary liability of the City or a charge against the City's general credit or taxing power. No property or right of the City is pledged as security for the Bonds.

2.5 The City expects to fund its payment of the Capital Contribution from a portion of the local hospitality fees it receives pursuant to Article 7, Chapter 1 of Title 6 of the Code; however, the City reserves the right to make such payments from any source of funds available to it, and contributions by the City from any source of revenue shall be junior and subordinate to any pledge of such revenues made by the City to secure revenue indebtedness now or hereafter issued and secured by such source of revenue.

### **Section 3. Miscellaneous.**

3.1 No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee, of the County or the City, in any other than his official capacity, and no official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the County or the City contained in this Agreement.

3.2 This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the County, the City, and their respective successors and assigns.

3.3 This Agreement may not be effectively amended, changed, modified, altered, or terminated, except with the written consent of all parties hereto.

3.4 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

3.5 If any provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed

to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

3.6 This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

3.7 The City and County agree that, if and to the extent any continuing disclosure or posting or filing of any materials or information relating to the City is required by state or federal securities laws with respect to the Bonds, such obligation will be undertaken by, and will be the sole responsibility of, the County; provided, however, that the City agrees to cooperate with the County in meeting such requirements and to provide in a timely fashion any such necessary information regarding the City as may be required for such purposes.

**IN WITNESS WHEREOF**, the County and the City have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

**FLORENCE COUNTY, SOUTH CAROLINA**

Attest:

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF FLORENCE, SOUTH CAROLINA**

Attest:

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Draft

## FLORENCE COUNTY COUNCIL MEETING

Thursday, December 10, 2015

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

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 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
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	: December 10, 2015	
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.**

The subdivider shall pay fees listed on the Florence County Fee Schedule, as approved by County Council.

**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 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.
- (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 of 25 percent or \$10,000.00 of the revised construction cost estimate. The fees are listed on the Florence County Fee Schedule, as approved by County Council 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.

**ARTICLE III. – CONDITIONAL USE REGULATIONS**

**Sec. 30-105. - Sexually oriented business.**

- (d) *Fees.* The annual application fee for a sexually oriented business 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 fees listed on the Florence County Fee Schedule, as approved by County Council.

**ARTICLE IX APPLICATIONS FOR MAP AMENDMENT, VARIANCE, SPECIAL EXCEPTION AND APPEALS.**

**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.

**TABLE X  
INFORMATION REQUIRED TO SUPPORT APPLICATION**

Type of and/or Variance Requested	Information
Zoning Map Amendment	1. Boundary map, existing 2. Indicate proposed change to boundary map 3. Existing zoning of lot and adjacent properties 4. Reasons for change
Text Amendment	1. Draft of new text to be added and existing text to be deleted 2. State reasons for change
Variance/Special Exceptions	1. State nature of variance 2. Provide evidence of unnecessary hardship 3. State necessity of variance
Appeal	1. State reasons for appeal, with specific reference to action being appealed

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:



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~~ 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</u> <del>Change</del> and/or <u>Relief Sought</u> <del>Variance Requested</del>	Forms	Information	Fees*
Zoning <u>Mmap change</u> <del>Amendment</del>	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</u> <del>Amendment</del>	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
<b>PUBLICATIONS:</b>		
Comprehensive Plan	\$ 20.00	
Land Development Regulations	\$ 6.00	
Consolidated Zoning Ordinance	\$ 10.00	
Zoning Maps	\$ 15.00	
<b>APPLICATIONS:</b>		
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	
<b>LETTER OF CREDIT:</b>		
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, December 10, 2015

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

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 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
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	: December 10, 2015	
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.**

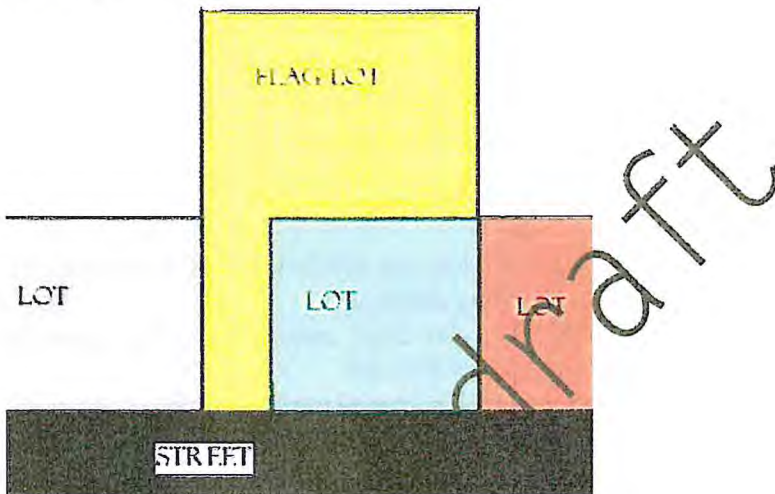
(h)

*Flag lots:* Flag lots as a means to develop residential property are permitted if the following conditions are met:

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

2. Driveways subject to Section 28.6-65.- Private lot driveways.
3. 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 Planning 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 Planning Director may choose to have the development reviewed by the Florence County Planning Commission. The Planning 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



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)

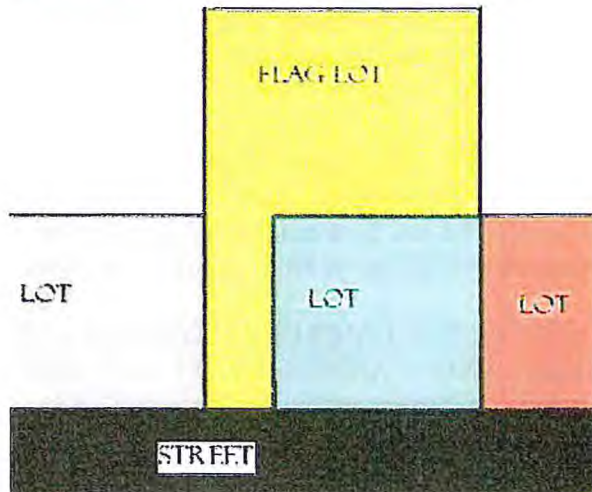
*Flag lots:* Flag lots as a means to develop residential property are permitted ~~only allowed once from a single parcel, only~~ if the following conditions are met:

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 Planning 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 Planning Director may choose to ~~forward to~~ have the development reviewed by the Florence County/~~Municipal~~ Planning Commission (~~planning commission~~). The Planning 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, December 10, 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



**Proposed Boundary Change in Zoning Southeast of The City of Florence**

Parcels With Centroids in Areas:  
 Below Jeffries Creek: 1,429  
 Original Boundaries: 1,218

**Legend**

- Parcels Touching Original Boundary
- Rivers and Streams
- Roads
- Boundary Below Jeffries Creek
- Original Proposed Boundary

Prepared by:  
 South Carolina  
 June 9, 2015

**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, December 10, 2015**

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

**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	: December 10, 2015	
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

**SURROUNDING 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.

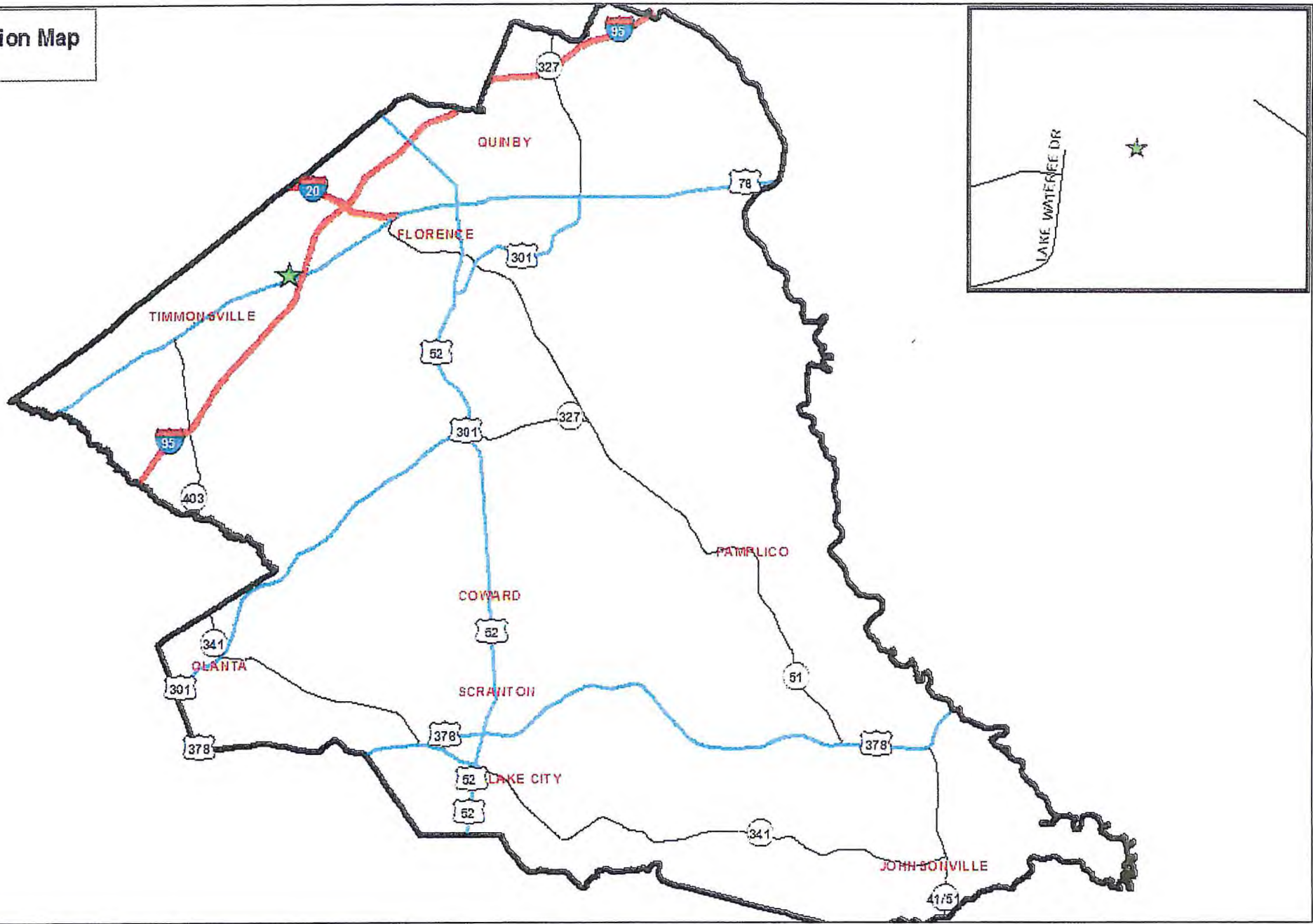
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 27, 2015:

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 8 Miles



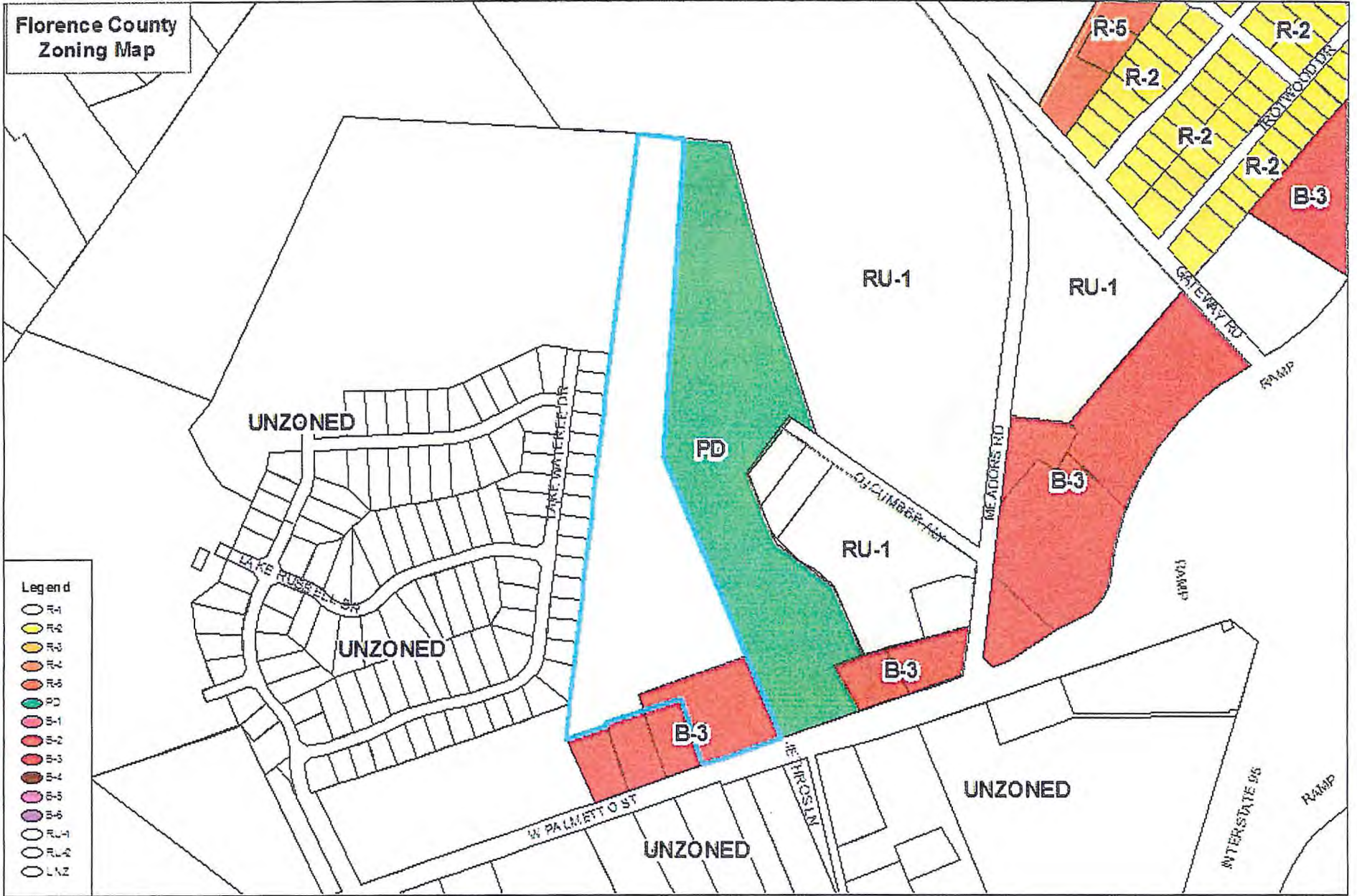
-75-

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

**Florence County  
Zoning Map**



- Legend**
- R-1
  - R-2
  - R-3
  - R-4
  - R-5
  - PD
  - B-1
  - B-2
  - B-3
  - B-4
  - B-5
  - B-6
  - R-1.1
  - R-1.2
  - L-1.2

0 250 500 1,000 Feet

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  
2015-09-22



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

## FLORENCE COUNTY COUNCIL MEETING

Thursday, December 10, 2015

**AGENDA ITEM:** Ordinance No. 17-2015/16  
Second Reading

**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	: December 10, 2015	
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:

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#2015-19**

**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.

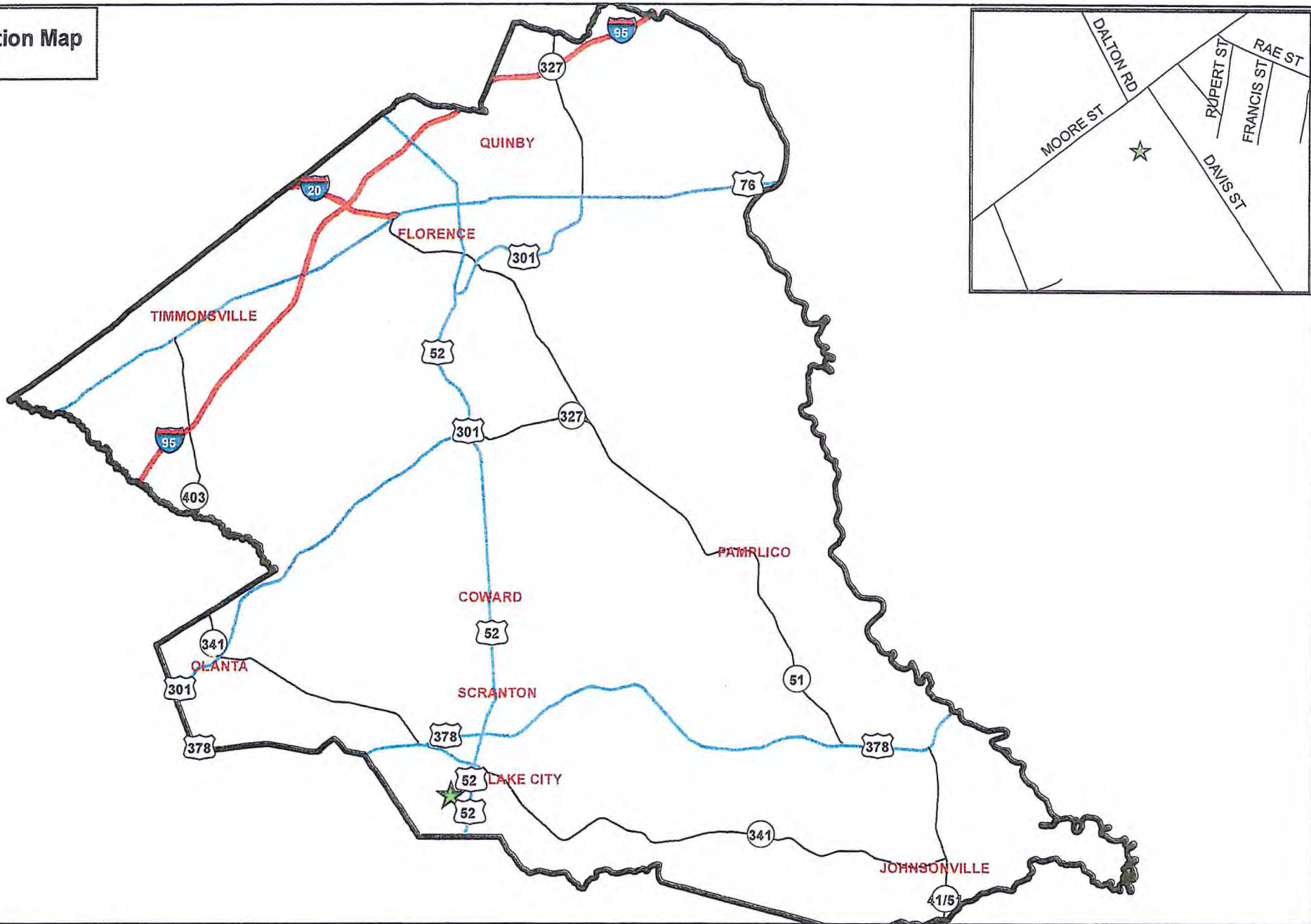
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 27, 2015:

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



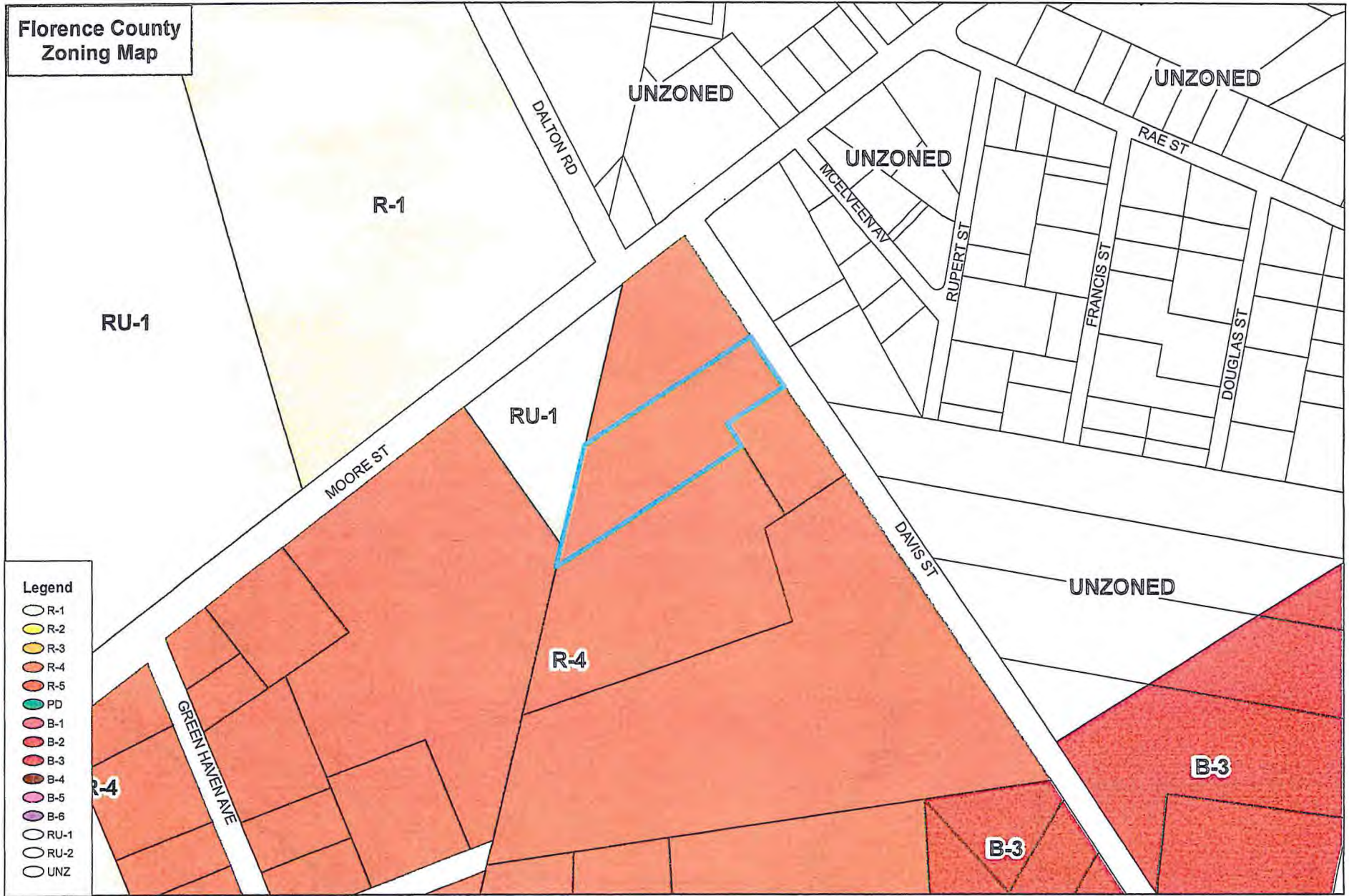
-83-

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

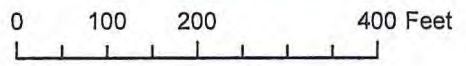


Council District(s): 1  
PC#2015-19

**Florence County  
Zoning Map**



- Legend**
- R-1
  - R-2
  - R-3
  - R-4
  - R-5
  - PD
  - B-1
  - B-2
  - B-3
  - B-4
  - B-5
  - B-6
  - RU-1
  - RU-2
  - UNZ

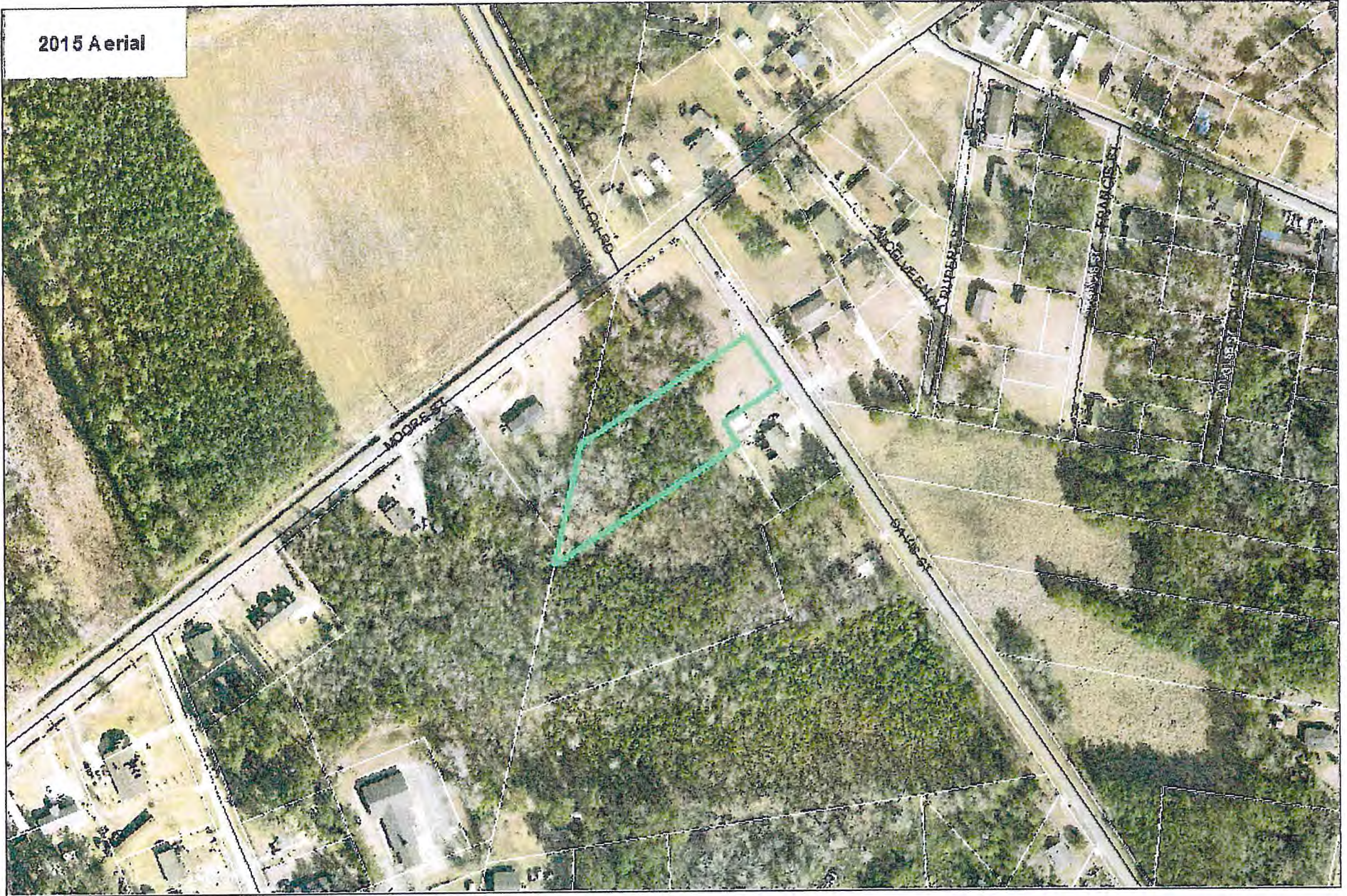


Map Prepared by: RWE  
 Copyright 2010: Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 2015-09-23



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

2015 Aerial



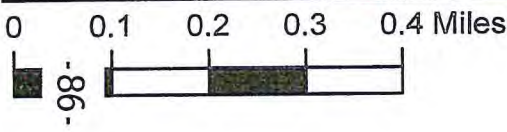
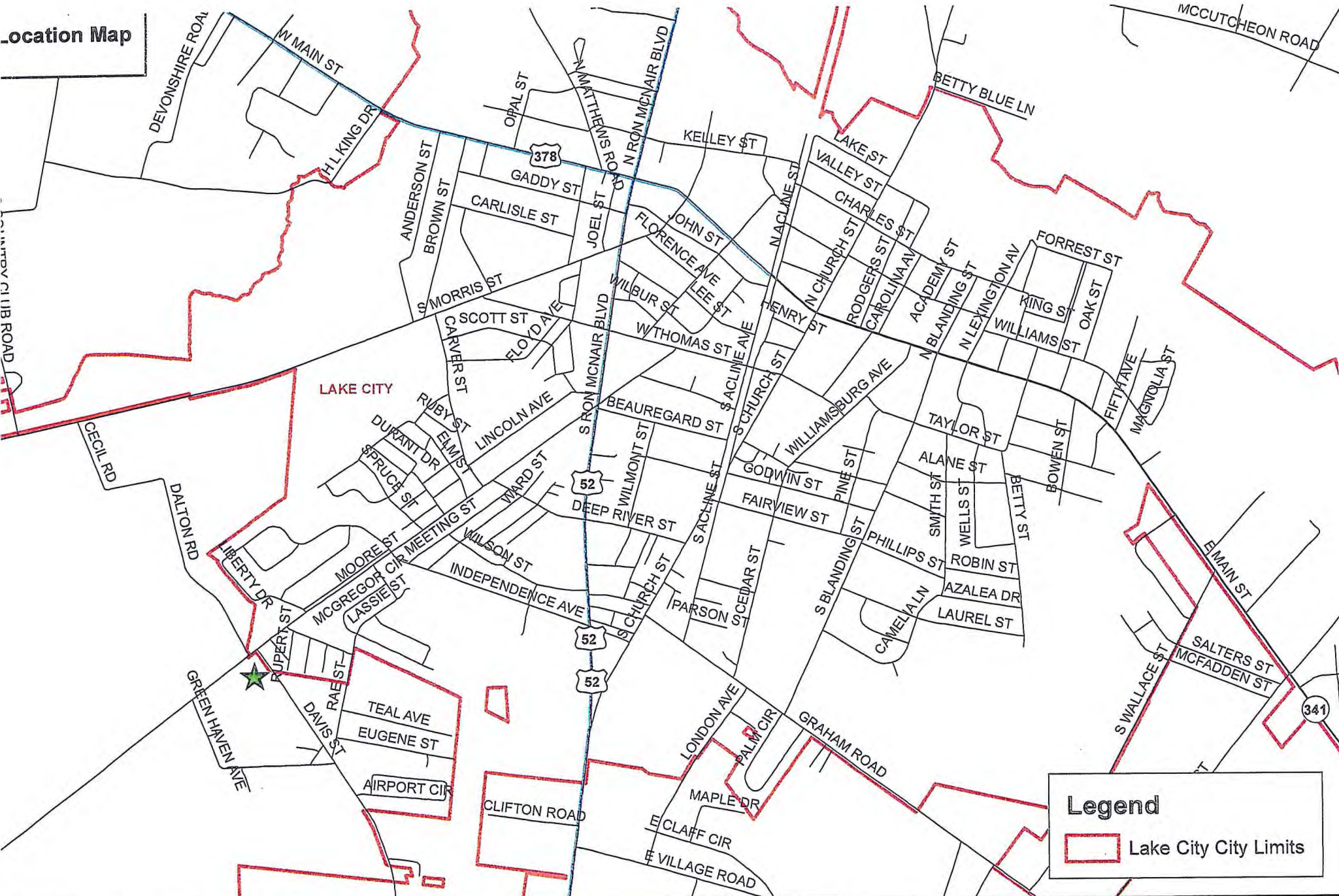
0 100 200 400 Feet

Map Prepared by: RWE  
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& Building Inspections Department  
Geographic Information Systems  
2015-09-23



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

Location Map



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



**Legend**

Lake City City Limits

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

**FLORENCE COUNTY COUNCIL MEETING**  
**December 10, 2015**

**AGENDA ITEM:** Second Reading 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)* Approve Second Reading of Ordinance No. 18-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

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



Sponsor(s)	: Economic Development	
First Reading/Introduction	: November 19, 2015	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Reconsideration	: N/A	Public Hearing on _____, 2015.
Public Hearing	: December 10, 2015	
Second Reading	: December 10, 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



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

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EXHIBIT A

MARION COUNTY PROPERTY

PROJECT BOOMER PROPERTY

draft

**EXHIBIT B**

**FLORENCE COUNTY PARCELS**

None as of \_\_\_\_\_, 2015

draft

**FLORENCE COUNTY COUNCIL**

December 10, 2015

**AGENDA ITEM:** Second Reading of Ordinance No. 19-2015/16

**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)* Approve Second Reading of Ordinance No. 19-2015/16.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Ordinance No. 19-2015/16

Sponsor(s) : County Council.  
 Introduction : November 19, 2015  
 Committee Referral :  
 Committee Consideration Date :  
 Committee Recommendation :  
 Public Hearing : December 10, 2015  
 Second Reading : December 10, 2015  
 Third Reading :  
 Effective Date : Immediately

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.]**

**WHEREAS:**

1. The South Carolina Department of Transportation is constructing various road projects in Florence County; and
2. The County of Florence owns fee simple title to various tracts of land adjacent to said road projects and the South Carolina Department of Transportation requires a portion of the real property owned by Florence County to complete the construction of the road projects; and
3. S.C. Code Ann. §4-9-130, as amended, requires that any sale or lease or contract to sell or lease real property owned by the County be approved by a public hearing and adoption of an Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of Florence County, the Florence County Council in a meeting duly assembled that:

**Section 1.** Florence County owns the following parcel of real property (approximately 0.010 of an acre) located within the South Carolina Department of Transportation Highway 51 Project Corridor:

TMS 00377-02-061

**Section 2.** The Florence County Administrator is authorized to negotiate the highest and best price for the parcel of land described in section 1 with the South Carolina Department of Transportation and to execute the appropriate legal documents to

convey title and/or right-of-way to the South Carolina Department of Transportation for the amount of land necessary to complete the described road projects.

**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:

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

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Second Reading of Ordinance No. 20-2015/16

**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 Second Reading of Ordinance No. 20-2015/16.
2. Provide An Alternate Directive.

## **ATTACHMENT:**

1. Copy of Ordinance No. 20-2015/16

Sponsor(s) : Finance  
First Reading : November 19, 2015  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing : December 10, 2015  
Second Reading : 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.**

---

draft



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BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Ordinance, the Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

As of June 1, 2015, the County entered into a Base Lease Agreement (the "Base Lease") and a Public Facilities Purchase and Occupancy Agreement (the "Facilities Purchase Agreement") with Florence County Public Facilities Corporation, a South Carolina nonprofit corporation (the "Corporation"). Pursuant to the Base Lease, the County leased certain real property to the Corporation. In consideration therefor, the County was paid upon the execution thereof the sum of \$3,106,831.90 as rent.

Pursuant to the Facilities Purchase Agreement, the facilities subject to the Base Lease are being developed, financed, acquired, designed, equipped and constructed and made available for use by the County for a new County Judicial Center (the "Judicial Facilities"). The Facilities Purchase Agreement further provides for the payment by the County on a semi-annual basis of a portion of the purchase price of the Judicial Facilities ("Base Payments"). By the making of Base Payments to the Corporation, the County acquires an undivided interest in the Judicial Facilities. Upon the making of the final scheduled Base Payment under the Facilities Purchase Agreement, the County will have purchased all interest of the Corporation in the Judicial Facilities and will own the same outright.

The Corporation has, pursuant to the terms of a Trust Agreement between it and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") of the Corporation's \$42,000,000 Installment Purchase Revenue Bonds (Judicial Center Project), Series 2015 (the "Revenue Bond"), assigned its right to receive Base Payments, as defined in the Facilities Purchase Agreement, to the Trustee. The Base Payments have been calculated to yield the exact amount due by way of principal and interest on the Revenue Bond.

The County's installments of Base Payments falling due in Calendar Year 2016, which payments fall due on April 1, 2016 and October 1, 2016, amount to a total of approximately \$1,912,025. The County has determined to adopt this ordinance to authorize the issuance of a general obligation bond of the County to provide funds with which to pay the net Base Payment due under the Facilities Purchase Agreement in Calendar Year 2016 and costs of issuance of such bond.

Section 1.02 Recital of Applicable Constitutional Provisions.

The Council is advised that the assessed value of all taxable property in the County for the year 2014, excluding property subject to a fee-in-lieu of ad valorem property taxes, will amount to \$446,736,262. Accordingly, the eight percent general obligation debt limit of the County as established by Section 14 of Article X of the South Carolina Constitution amounts to not less than the sum of \$35,738,900. As of the date of issuance of the bond authorized hereby, the County will have outstanding and chargeable against the debt limit general obligation bonded indebtedness in the amount of \$10,245,000. The County is therefore permitted under Section 14 of Article X of the South Carolina Constitution to issue the proposed general obligation bonds in order to raise the required sum, not to

exceed \$1,950,000, and under the provisions of said Section 14 of Article X of the South Carolina Constitution and of Act No. 113 of the 1999 Acts of the General Assembly of the State of South Carolina (now codified as Sections 11-27-10 through 11-27-100, Code of Laws of South Carolina, 1976) may do so without the necessity of holding an election.

Section 1.03    Holding of Public Hearing.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. Such public hearing has been duly held by Council prior to third reading of this Ordinance.

Section 1.04    Notice Pursuant to Section 11-27-40.

The Council is mindful of the fact that Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), applies to the provisions of this Ordinance. In the event that the Chairman determines in his sole discretion that it is necessary to proceed as soon as possible to issue and deliver the bond authorized hereby, the County may avail itself of the provisions of Paragraph 8 of Section 11-27-40 of the S.C. Code. In such case, notice shall be published in substantially in the form attached hereto as Exhibit A.

\* \*  
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## ARTICLE II

### DEFINITIONS AND AUTHORITY

#### Section 2.01    Definitions.

(1)        As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Judicial Facilities” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Authorized Investments” means any securities which are authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina, 1976, as now and as may be hereafter amended.

“Authorized Officer” means the Chairman or the Vice-Chairman of the Council and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Base Payments” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Bond” means the Bond or Bonds issued in accordance with the provisions of this Ordinance.

“Bondholder” or “Holder” or “Owner” or similar term means, when used with respect to the Bond any person who shall be registered as the owner of the Bond outstanding.

“Bond Payment” means the payments of principal of and interest on the Bond.

“Bond Payment Date” means March 1, 2017.

“Clerk to Council” means the Clerk to the County Council of the County.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Florence County Council, South Carolina, the governing body of said County or any successor governing body of said County.

“County” means Florence County, South Carolina.

“County Administrator” means the County Administrator of Florence County.

“County Auditor” means the County Auditor of Florence County.

“County Treasurer” means the County Treasurer of Florence County.

“Enabling Act” means Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly.

“Facilities” means the facilities financed with the proceeds of the Revenue Bond.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Ordinance” shall mean this ordinance of the County Council authorizing the issuance of the Bond.

“Outstanding”, when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore delivered pursuant to this Ordinance except:

- (a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (b) any Bond deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Record Date” means the February 15, 2017.

“Registrar” means the County, acting through the Clerk to Council.

“Revenue Bond” means the \$42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bond, Series 2015, dated June 30, 2015.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

- (1) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (2) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (4) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

\* \* \*

**ARTICLE III**  
**ISSUANCE OF BOND**

Section 3.01    Ordering the Issuance of the Bond.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds with which to make Base Payments and pay other costs identified in Section 1.01 of this Ordinance, there shall be issued a not exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) general obligation bond of the County, to be styled "General Obligation Bond, Series 2016." The County Administrator shall determine the actual amount of the Bond, not to exceed \$1,950,000, in his sole discretion in order to accomplish the purposes of this Ordinance.

Section 3.02    Maturity Schedule of Bond.

The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date to the Bond Payment Date. The Bond shall mature as to principal and interest, without privilege of early redemption, on the Bond Payment Date.

Section 3.03    Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.

(a)    The Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b)    The Bond shall be issued in the form of one (1) fully registered bond.

(c)    The Bond Payment shall be payable to the Person appearing on the Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, as the registered Owner thereof. The Bond Payment shall be made on or after the Bond Payment Date upon the presentation and surrender for cancellation of the Bond at the office of the County Treasurer, provided, however, that the County Administrator may, upon advice of bond counsel, elect to waive presentation and surrender if requested by the purchaser of the Bond, in which case the Bond Payment shall be paid by check, draft or wire transfer as determined by the County Treasurer.

Section 3.04    Execution and Authentication.

(a)    The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer or Officers, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to Council or other Authorized Officer (other than the officer or officers executing the Bond). The Bond may bear the manual signature of any person who shall have been such an Authorized Officer authorized to sign the Bond at the time such Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of the Bond.

(b)    The Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Ordinance.

Section 3.05 Exchange of the Bond.

The Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.06 Transferability and Registry.

The Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County (acting through the Clerk to Council), as Registrar, shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

Section 3.07 Transfer of the Bond.

The Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Regulations with Respect to Exchanges and Transfers.

The Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding any (a) Bond Payment Date, or (b) date upon which the Bond will be redeemed.

Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss, or theft of the Bond, and there is delivered to the Registrar such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a bona fide purchaser, the County shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor, maturity, and interest rate bearing a number unlike that of such mutilated, destroyed, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond has become or is to become due for final payment within one year, the County in its discretion may, instead of issuing a new Bond, pay the Bond.



(b) Upon the issuance of any new Bond under this Section 3.09, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost, or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to the Ordinance.

(d) The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

#### Section 3.10 Holder As Owner of Bond.

In its capacity as Registrar, the County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes, and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

#### Section 3.11 Cancellation of the Bond.

The Registrar shall destroy the Bond when the same shall be surrendered to it for cancellation. In such event, the Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

#### Section 3.12 Payments Due Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

#### Section 3.13 Tax Exemption in South Carolina.

The Bond Payments shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

#### Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.

For the payment of principal of and interest on the Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are hereby irrevocably pledged, and there shall be levied an ad valorem tax upon all taxable property

located within the County sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.15 Notice to Auditor and Treasurer.

The County Auditor and the County Treasurer shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the County ad valorem property taxes in an amount sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.16 Form of Bond.

The form of the Bond, and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

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**ARTICLE IV**

**REDEMPTION OF BOND**

Section 4.01    Redemption of Bond.

The Bond shall not be subject to redemption prior to maturity.

\* \* \*

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ARTICLE V

SALE OF BOND

Section 5.01. Determination of Time to Receive Bids – Form of Notice of Sale

The Bond shall be sold at public sale at a price of not less than par. Bids for the Bond shall be received at such time on a date or dates to be selected by the Chairman of the Council. The Bond shall be advertised for sale in THE BOND BUYER, a financial journal published in the City of New York, or in THE STATE, by means of Notice of Sale and which shall appear at least once, not less than seven (7) days before the date set for said sale. The form of the Notice of Sale shall be substantially as set forth in Exhibit C attached hereto, together with such amendments thereto as deemed advisable by the Chairman of Council not inconsistent with this Ordinance, and the conditions of sale of the Bonds shall be as set forth in the Notice of Sale as shall be published prior to the sale of the Bonds; provided, however, that a summary notice of sale may be published in THE BOND BUYER or in THE STATE.

Section 5.02 Award of Bond

Unless all bids are rejected, the award of the Bond shall be made by the Chairman of the Council following the receipt of bids as provided in this Ordinance.

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ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bond shall be expended and made use of by the County as follows:

(a) the amounts determined by the County Administrator, upon advice of the bond counsel, to be sufficient, including investment earnings thereon, to allow the County to pay the Base Payment on April 1, 2016 and October 1, 2016, taking into account all other amounts credited against payments of Base Payments, shall be paid to and held by the County Treasurer of Florence County and applied to payment of the Base Payment when due;

(b) the remaining proceeds shall be expended and made use of by the County to defray the costs of issuing the Bond. Pending the use of Bond proceeds, the same shall be invested and reinvested by the County Treasurer, in Authorized Investments. All earnings from such investments, if not required for payment of issuance costs, shall be applied to pay the interest due on the Bond on March 1, 2017.

(c) If any balance remains, it shall be held by the County Treasurer, in a special fund and used to effect the retirement of the Bond authorized by this Ordinance, or, if so provided by supplemental ordinance of the Council, expended for some other purpose lawful under the Enabling Act.

Provided, that neither the purchaser nor any Holder of the Bond shall be liable for the proper application of the proceeds thereof.

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ARTICLE VII

DEFEASANCE OF BOND

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to Have Been Paid and Defeased.

If the Bond and the interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) A third party fiduciary, which shall be any bank, trust company, or national banking association which is authorized to provide corporate trust services (the "Fiduciary"), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of all Bond Payments due thereunder; or

(2) If default in the payment of the Bond Payment due shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time the Fiduciary shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bond prior to the Bond Payment Date and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay when due the Bond Payment.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the interest, if any, thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payment; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, if not then needed for such purpose, shall to the extent practicable be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Bond Payment on the Bond Payment Date, and interest earned from such reinvestments not required for the payment of the Bond Payment, may be paid over to the County, free and clear of any trust, lien or pledge.

\* \* \*

**ARTICLE VIII**  
**MISCELLANEOUS**

Section 8.01 Tax Covenants.

Council hereby covenants and agrees that the County will comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, compliance with which is required in order that interest on the Bond be and remain excludable from the gross income of the Holders for Federal income tax purposes. Council further covenants to file Internal Revenue Service form 8038-G at the time and in the place required therefor under the Code.

Section 8.02 Ability to Meet Arbitrage Requirement; Private Activity Limitations.

Careful consideration has been given to the time in which the expenditure of the proceeds of the Bond will be made, and it has been ascertained that all Bond proceeds will be expended within the limitations imposed by the Internal Revenue Code of 1986 as amended (the "Code"); accordingly the Council will be able to certify upon reasonable grounds that the Bond herein provided for is not an "arbitrage bond" within the meaning of Section 148 of the Code.

The Council hereby covenants to comply with all of the restrictions and requirements of the Code as its provisions are applicable to the Bond authorized herein in order that such bond shall be and remain exempt from federal income taxation. Without limiting the generality of the foregoing, the Council specifically covenants that:

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

(b) The County shall not permit the proceeds of the Bond or any facility financed or refinanced with the proceeds of the Bond to be used in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to nor will any of them enter into any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13, as modified by the Code or subsequent pronouncements by the Internal Revenue Service, or the County obtains the opinion of Bond Counsel that such arrangement will not adversely affect the tax exemption of the Bond.

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

(e) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the Improvements and shall not enter into any such leases or contracts unless the County obtains the opinion of Bond Counsel that such action will not affect the tax exemption of the Bond.

Section 8.03 Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 8.04 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection, and security of the Holders of the Bond.

Section 8.05 Continuing Disclosure.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.05 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

Section 8.06 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council and in the office of the Clerk of Court for Florence County (as a part of the Transcript of Proceedings).

Section 8.07 Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

Section 8.08 Effective Date of Ordinance.

This Ordinance shall take effect immediately and no further authorization is required to execute and deliver all documents and certificates required to effect the sale, issuance and delivery of the Bonds. This Ordinance shall be construed liberally to effect the intent of Council.



ATTEST:

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

\_\_\_\_\_  
Roger M. Poston, Chairman

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

draft

**NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING 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."**

Notice is hereby given that by Ordinance effective \_\_\_\_\_, 2016, Florence County Council, the governing body of Florence County, South Carolina, adopted an ordinance providing for the issuance of a not exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond, Series 2016 (the "Bond"). The Bond will be a general obligation of Florence County, secured by the full faith, credit and taxing power thereof, payable by way of an ad valorem tax on all taxable property within the County.

Notice is further given that the provisions of Section 4-9-1220, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable, unless as provided by paragraph 8 of Section 11-27-40 of the Code of Laws of South Carolina, 1976, notice of intention to seek such a referendum signed by not less than five qualified electors shall be filed with the Clerk of Court for Florence County and with the Clerk to Florence County Council within twenty (20) days from the date of publication of this Notice.

By order of Florence County Council, South Carolina.

Chairman, Florence County Council,  
South Carolina

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE  
GENERAL OBLIGATION BOND, SERIES 2016

No. 1

Interest Rate  
\_\_\_\_\_ %

Maturity Date  
March 1, 2017

Original Issue Date  
\_\_\_\_\_, 2016

Registered Holder:

Principal Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above.

This Bond is issued in the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for purposes authorized by and pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Sections 4-15-10 through 4-15-180, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of the County (the "Ordinance"). This Bond shall not be subject to redemption prior to maturity.

The principal and interest on this Bond shall be due and payable on March 1, 2017 (the "Bond Payment Date") and shall be payable (upon presentation of this Bond at the office of the County Treasurer of the County) (by check, draft of wire transfer as directed by the Holder hereof). This Bond shall bear interest at the rate of \_\_\_\_\_ per centum (\_\_\_\_%) per annum calculated on the basis of a 360 day year consisting of twelve 30 day months, from \_\_\_\_\_, 2016. The Bond Payment is payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Florence County and in the office of the Florence County Council.

This Bond is payable from a tax levied on all taxable property within the County. For the prompt payment of the Bond Payments as the same shall become due, the full faith, credit, and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer, or certain franchise taxes.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions, and things required to exist, happen, and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bond in order to make the legal, valid, and binding general obligation of the County in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bond does not exceed or violate any constitutional, statutory, or other limitation upon the amount of indebtedness prescribed by law.

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the Florence County Council, attested by the manual signature of the Clerk to the Florence County Council, and the seal of the County impressed hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Chairman, Florence County Council,  
South Carolina

ATTEST:

\_\_\_\_\_  
Clerk to Florence County Council,  
South Carolina

#### CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

Clerk to Council, as Registrar

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

Date of Authentication: \_\_\_\_\_, 2016.

draft

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

Custodian \_\_\_\_\_  
(Cust) (Minor)

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

under Uniform Gifts to Minors Act \_\_\_\_\_  
(state)

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

**(FORM OF ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto  
the  
within bond and does hereby irrevocably constitute and appoint  
attorney  
to transfer the within bond on the books kept for registration thereof, with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

draft

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP))

\_\_\_\_\_  
Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

**OFFICIAL NOTICE OF SALE**

**\$1,950,000  
GENERAL OBLIGATION BOND, SERIES 2016,  
OF FLORENCE COUNTY, SOUTH CAROLINA**

*Time and Place of Sale:* NOTICE IS HEREBY GIVEN that sealed proposals, addressed to the undersigned, will be received by Florence County Council, the governing body of Florence County, South Carolina (the "County"), until 1:00 p.m. (local time) on

\_\_\_\_\_, \_\_\_\_\_, 2016

at which time said proposals will be publicly opened in the **Office of the County Administrator, Florence County Complex, 180 North Irby Street, Florence, South Carolina 29501**, for the purchase of **\$1,950,000 GENERAL OBLIGATION BOND, SERIES 2016, OF FLORENCE COUNTY, SOUTH CAROLINA** (the "Bond").

*Details of the Bond:* The Bond will be dated as of the date of delivery, which is expected to be on \_\_\_\_\_, 2016, and will bear interest from the date thereof, payable in a single installment of principal and interest on March 1, 2017. Both principal and interest will be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts, at the Corporate Trust Office of the Registrar and Paying Agent of the Bonds.

*Optional Redemption:* The Bond shall not be subject to redemption prior to maturity.

*Bid Requirements:* Bidders shall specify a single fixed rate of interest which the Bond shall bear. A bid for less than the entire Bond or a bid at a price less than par will not be considered.

The County is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid, including, without limitation, the providing of a bid security deposit.

*Award of Bond:* The Bond will be awarded to the bidder offering to purchase the Bond at the lowest net interest cost (NIC) to the County. Any fees or charges proposed by a bidder to be paid by the County shall be treated as interest for purposes of the preceding sentence. Tie bids will be resolved by the flip of a coin. The Board reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 4:00 p.m., South Carolina time, on the date of the sale.

*Bid Submission:* The Bond will be sold only to a financial institution for the purpose of investment. Financial institutions desiring to submit a bid to purchase the Bond for the purpose of investment may submit bids via email to [traudt@firsttryon.com](mailto:traudt@firsttryon.com). The Bond will be issued as a single Bond, without CUSIP identification.

*Investment Letter Required:* The successful bidder for the Bond must execute a letter addressed to the County and Bond Counsel acknowledging, among other things, that (1) the purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the County and the Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Bond, and the security

therefor, and other material factors affecting the security for and payment of the Bond (2) the purchaser had an opportunity to make appropriate inquiries of and receive answers from officials, employees, agents and attorneys of the County; (3) the purchaser has knowledge and experience in financial and business affairs and that it is capable of evaluating the merits and risks of the purchase of the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property at all times be under its control) within the meaning of the Federal securities laws; (5) the purchaser is acquiring the Bond solely for its own account and no other undisclosed person now has any direct or indirect ownership or interest therein; (6) the purchaser understands that the Bond (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any rating service; and (7) the purchaser understands that the scope of engagement of Haynsworth Sinkler Boyd, P.A., as Bond Counsel to the County with respect to the Bond has been limited to matters as set forth in its opinion based on its view of such legal proceedings as it deems necessary to approve the validity of the Bond and the tax-exempt status of interest thereon (the "Letter of Representations"). The purchaser will also be required to covenant that it will not voluntarily dispose of all or any portion of the Bond unless it procures from each assignee thereof representations and covenants in form and content the same as those made by the purchaser.

*Security:* The Bond shall constitute a binding general obligation of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bond. There shall be levied and collected annually a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bond as it matures and to create such sinking fund as may be necessary therefor.

*Purpose:* The Bond is issued for the purpose of providing funds with which to pay the net Base Payment due in calendar year 2016 under the Public Facilities Purchase and Occupancy Agreement, dated as of June 1, 2015, between the County and the Florence County Public Facilities Corporation and costs of issuance of such bond.

*Legal Opinion:* The Purchaser will be furnished with the Bond and an opinion on its validity by Haynsworth Sinkler Boyd, P.A., Attorneys at Law, Florence, South Carolina, bond counsel, and with the usual closing proofs, which will include (a) a certificate that there is no litigation threatened or pending to restrain the issuance or sale of said Bond, and (b) certificates establishing that the Bond is not an "arbitrage" bond, within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations issued thereunder as in effect on the occasion of the delivery of the Bond.

The Purchaser will also be furnished with the opinion of Haynsworth Sinkler Boyd, P.A. to the effect that the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

*Delivery:* The Bonds will be delivered at the expense of the County on or about \_\_\_\_\_, 2016, against payment in federal or other immediately available funds.

*Continuing Disclosure:* In accordance with Section 11-1-85 of the Code of Laws of South Carolina, 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file with a central repository for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend



the covenant to reflect any change in Section 11-1-85 without the consent of any bondholder.

*Additional Information:* Persons seeking information should communicate with Kevin Yokim, County Finance Director, Florence County, 180 North Irby Street, Florence, South Carolina 29501 (telephone (843) 665-3013); Benjamin T. Zeigler, Esquire, Haynsworth Sinkler Boyd, P.A., 135 South Dargan Street, Florence, South Carolina 29506 (telephone (843) 669-6002); or Tyler Traudt, First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, NC 28204 (telephone (704) 831-5035).

*This Notice is given to evidence the County's intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed prior to the time bids are to be received and as published on Thomson Municipal Market Monitor, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids on Thomson Municipal Market Monitor, Bloomberg, or other electronic information service.*

County Administrator  
Florence County, South Carolina

draft

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned, Clerk of the Florence County Council, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that all/a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the adoption of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_ day of \_\_\_\_\_, 2016.


(Seal)

\_\_\_\_\_  
Clerk, Florence County Council

First reading: November 19, 2015  
Second reading: December 10, 2015  
Third reading: January 21, 2016  
Public Hearing: December 10, 2015

**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, December 10, 2015**

**AGENDA ITEM:** Ordinance No. 21-2015/16  
Introduction

**DEPARTMENT:** Planning and Building Inspections 

**ISSUE UNDER CONSIDERATION:**

**[An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 & 086; Consisting Of Approx. 3.40 Acres From Single Family Residential District (R-3) To General Commercial District (B-3); And Other Matters Related Thereto.]**

*(Planning Commission approved 6-0; Council District 5)*

**POINTS TO CONSIDER:**

1. The subject property is currently zoned Single Family Residential District (R-3).
2. Surrounding land uses consist of Single-Family Residential and Mobile Homes and Vacant Land,
3. Currently, the subject property is located in a Suburban Development area according to the Comprehensive Plan Land Use Map. The Suburban Development designation allows commercial development; therefore, the request for the map amendment to General Commercial District (B-3) is consistent with the Comprehensive Plan Future Land Use Map,

**OPTIONS:**

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

**ATTACHMENTS:**

1. Ordinance No. 21-2015/16
2. Staff report for PC#2015-21
3. Location Map
4. Zoning Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: November 17, 2015	Council Clerk, certify that
Planning Commission Public Hearing	: November 17, 2015	this Ordinance was
Planning Commission Action	: November 17, 2015 [Approved 6-0]	advertised for Public
First Reading/Introduction	: December 10, 2015	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 21-2015/16**

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

**[An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 and 86; Consisting Of Approx. 3.40 Acres From Single Family Residential District (R-3) 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 November 17, 2015.

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

1. Property located on Alligator Road, Florence, bearing Tax Map Number 00126, Block 01, Parcels 085 and 086 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

**COUNCIL VOTE:**

**OPPOSED:**

**ABSENT:**

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

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, November 17, 2015  
PC#2015-21**

**SUBJECT:** Map Amendment request from Single Family Residential District (R-3) to General Commercial District (B-3).

**LOCATION:** Alligator Road, Florence, SC

**TAX MAP NUMBER:** 00126, Block 01, Parcels 085 & 086

**COUNCIL DISTRICT(S):** 5; County Council

**OWNER OF RECORD:** John P. and Betty M. Gause, Harvey L. and Stephanie Frierson

**APPLICANT:** Arnold J. Smith

**LAND AREA:** 3.40 Acres

**WATER /SEWER AVAILABILITY:** Water: City of Florence  
Sewer: Septic Tank System

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

**FLOOD ZONE:** Flood Zone: X

**SURROUNDING LAND USE:**

North: Single-Family Residential District/Vacant Land/ R-3/Florence County

South: Single-Family Residential District/Mobile Homes/Vacant Land/ R-1/R-3/  
Florence County

West: Single-Family Residential District/ Vacant Land/R-3/B-3/Florence County

East: Single-Family Residential District/Vacant Land/R-1/Florence County

**STAFF RECOMMENDATION:**

Approve as submitted

**STAFF ANALYSIS:**

**Existing and Proposed Zoning:**

A commercial structure is located on Tax Map Number 00126, Block 01, Parcel 086, with the other subject parcel being vacant. Both parcels are currently zoned Single Family Residential District (R-3). The applicant has requested a map amendment to General Commercial District (B-3). The subject parcels are adjacent to a General Commercial District (B-3).

**Florence County Comprehensive Plan:**

Currently, the subject properties are located in a Suburban Development area according to the Comprehensive Plan Future Land Use Map. A Suburban Development designation allows commercial development; therefore, the request for the map amendment to General Commercial District (B-3) is consistent with the Comprehensive Plan Future Land Use Map.

**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-3): the intent of this district is to foster, sustain and protect areas in which the principal use of land is for single-family dwellings and related support uses.

**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.

**Traffic Review:**

Present access to the parcels is by way of Alligator Road. The map amendment for these parcels could have a minimal effect on traffic flow in the area.

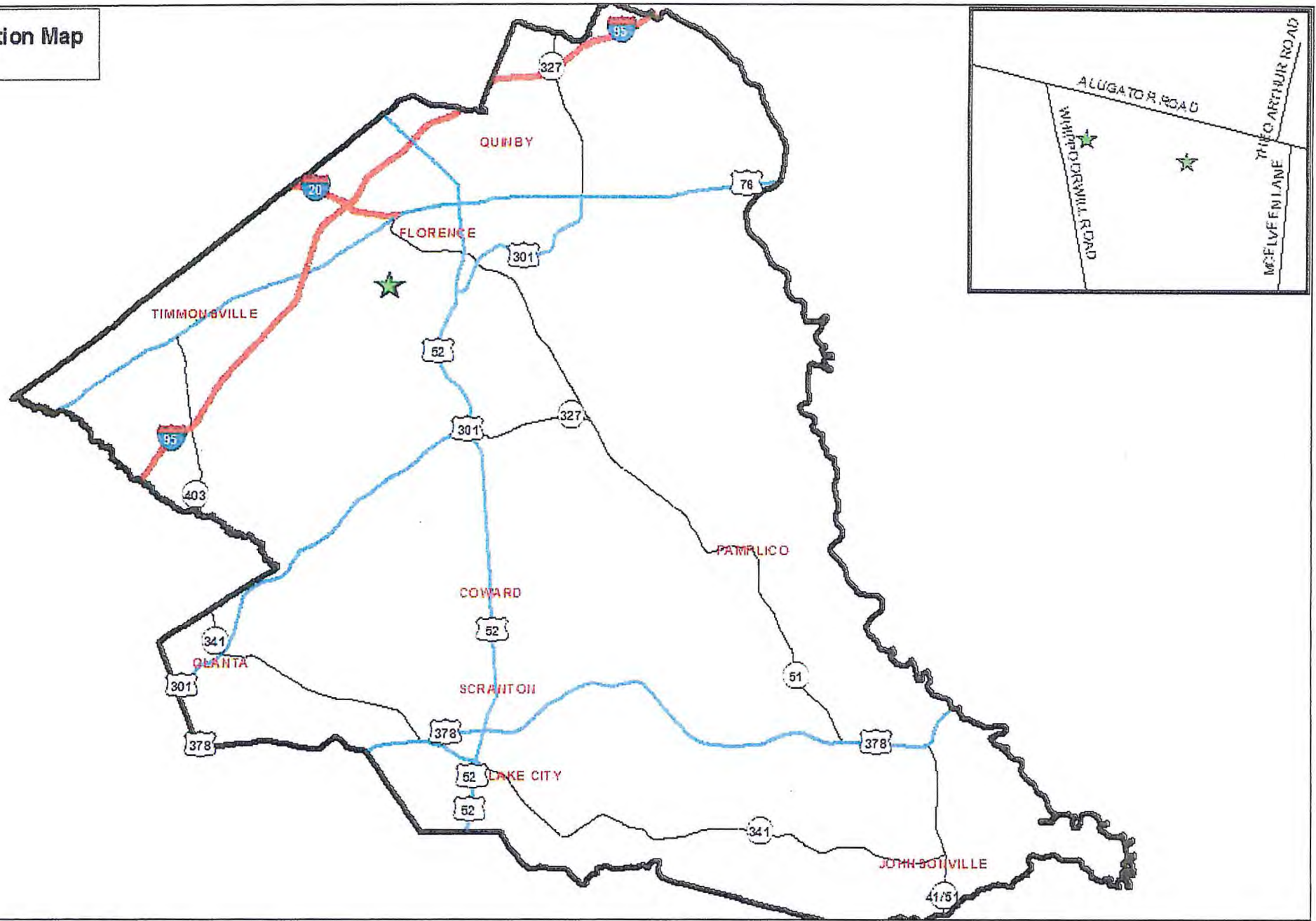
**Florence County Planning Commission Action: November 17, 2015**

The six Planning Commission members present approved the request unanimously at the meeting held on November 17, 2015.

**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 on Alligator Road, Florence, SC from Single Family Residential District (R-3) to General Commercial District (B-3).

Location Map



0 1.5 3 4.5 6 Miles

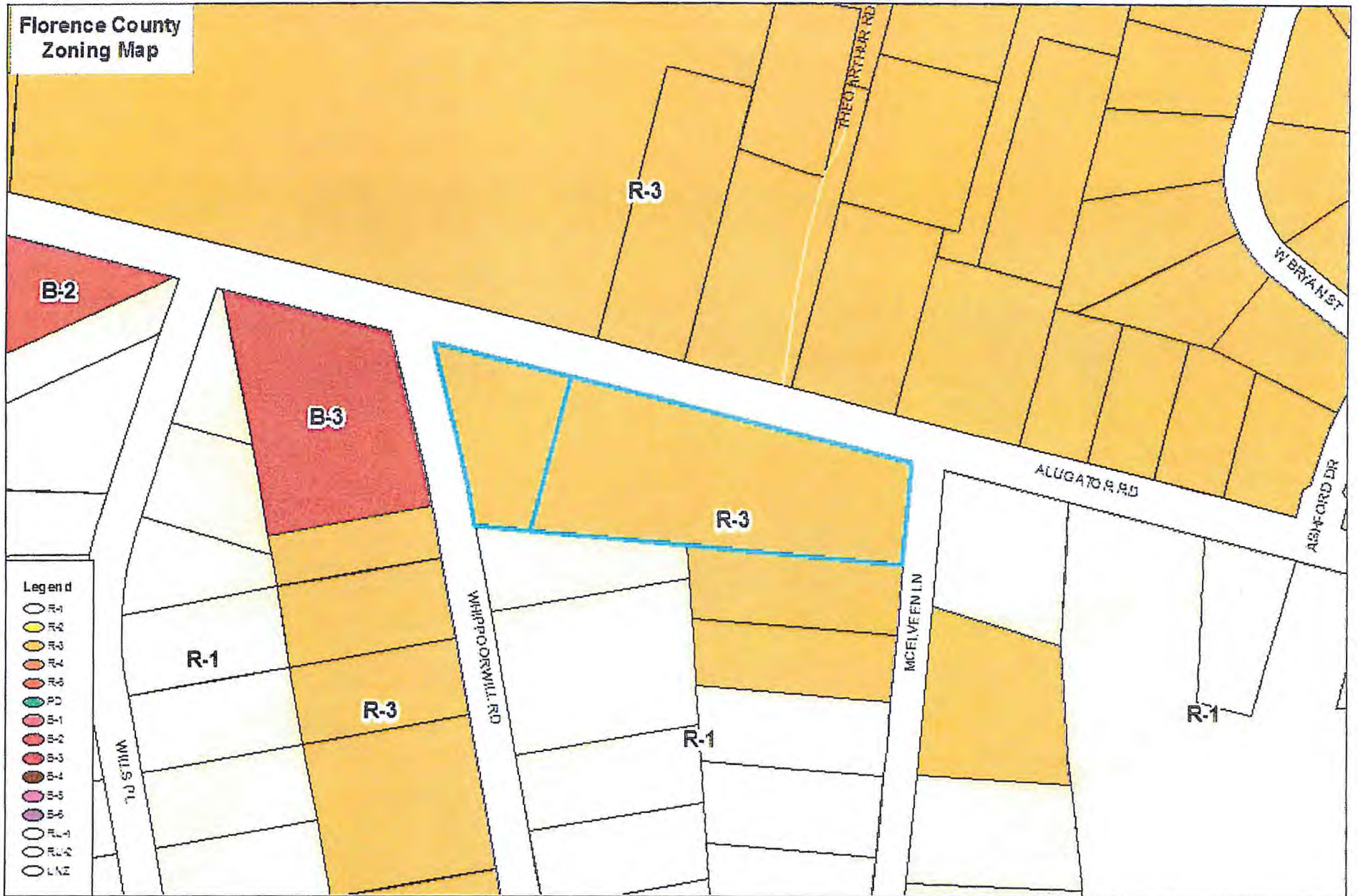
-134-

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



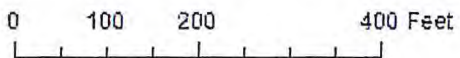
Council District(s): 5  
PC#2015-21

**Florence County  
Zoning Map**



**Legend**

- R-1
- R-2
- R-3
- R-4
- R-5
- P-1
- B-1
- B-2
- B-3
- B-4
- B-5
- B-6
- PL-1
- PL-2
- L-1



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



**Council District(s): 5  
 PC#2015-21**



2015 Aerial



0 100 200 400 Feet

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



Council District(s): 5  
PC#2015-21

**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, December 10, 2015**

**AGENDA ITEM:** Ordinance No. 22-2015/16  
Introduction

**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 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

**POINTS TO CONSIDER:**

1. As the economy continues to improve, new commercial development requests have been submitted for review and approval.
2. A request has been received for an Auto repair & maintenance business on a parcel that is currently zoned Office and Light Industrial District (B-5). The proposed use is not permitted in a B-5 zoning district.
3. The Auto repair & maintenance and Other repair categories are permitted in the General Commercial (B-3) and Central Commercial (B-4) Districts, which have less restrictions than the (B-5) district.
4. Similar uses permitted in the (B-3) district are permitted in the (B-5) district currently in Chapter 30 of the Florence County Code of Ordinances.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Ordinance No. 22-2015/16 w/markup shown
2. Staff Report for PC#2015-22

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: November 17, 2015	Council Clerk, certify that this
Planning Commission Public Hearing	: November 17, 2015	Ordinance was advertised for
Planning Commission Action	: November 17, 2015	[Approved: 6-0] Public Hearing on _____
First Reading/Introduction	: December 10, 2015	
Committee Referral	:	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 22-2015/16**

**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 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.]**

**WHEREAS:**

1. As the economy continues to improve, new commercial development requests have been submitted for review and approval; and
2. A request has been received for an Auto repair & maintenance business on a parcel that is currently zoned Office and Light Industrial District (B-5). This land use is not permitted in a B-5 zoning district; and
3. The Auto repair & maintenance and Other repair categories are permitted in the General Commercial (B-3) and Central Commercial (B-4) Districts, which have less restrictions than the (B-5) district; and
4. Similar uses permitted in the (B-3) district are permitted in the (B-5) district currently in Chapter 30 of the Florence County Code of Ordinances; and
5. The amendment procedure has been followed by the Florence County Planning Commission at a public hearing on November 17, 2015.

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

1. The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration) shall be amended as follows:

**ARTICLE II. – ZONING DISTRICT REGULATIONS**

**DIVISION 1. – GENERALLY**

**Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts**

**Sector 81: Other Services (except Public Administration)**

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	NP	N	C	N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N	N	None
Other repair (section 30-103)	8112-4	N	P	P	P	NP	P	C	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	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	N	2.5 per chair basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	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	1.0 per 300 s.f. GFA
Religious, fraternal,	813	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-2	Off-Street Parking Requirements
professional, political, civic, business organizations										

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  
November 17, 2015  
PC#2015-22**

**SUBJECT:** [Request For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration)].

**APPLICANT:** Florence County Planning and Building Department

**STAFF RECOMMENDATION:**  
Approve as submitted

**Staff Analysis:**

As the economy continues to improve, new commercial development requests have been submitted for review and approval.

A request has been received for an Auto repair & maintenance business on a parcel that is currently zoned Office and Light Industrial District (B-5). This land use is not permitted in a B-5 zoning district.

The Auto repair & maintenance and Other repair categories are permitted in the General Commercial (B-3) and Central Commercial (B-4) Districts, which have less restrictions than the (B-5) district.

Similar uses permitted in the (B-3) district are permitted in the (B-5) district currently in Chapter 30 of the Florence County Code of Ordinances.

Therefore, the Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts, Sector 81: Other Services (except Public Administration) shall be amended as follows:

**ARTICLE II. – ZONING DISTRICT REGULATIONS**  
**DIVISION 1. – GENERALLY**

**Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts**

**Sector 81: Other Services (except Public Administration)**

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	<u>NP</u>	N	C	N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N	N	None
Other repair (section 30-103)	8112-4	N	P	P	P	<u>NP</u>	P	C	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	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	N	2.5 per chair basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	1.0 per 1,000 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	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	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA

**Florence County Planning Commission Action: November 17, 2015**

The six Planning Commission members present approved the request unanimously at the meeting held on November 17, 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 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration).



**FLORENCE COUNTY COUNCIL MEETING**  
**December 10, 2015**

**AGENDA ITEM:** Introduction of Ordinance No. 23-2015/16

**DEPARTMENT:** Economic Development Partnership

**ISSUE UNDER CONSIDERATION:**

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. (The "Company"); And Other Matters Relating Thereto.)

**OPTIONS:**

1. *(Recommended)* Introduce Ordinance No. 23-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Ordinance No. 23-2015/16 and associated Fee Agreement

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	
Public Hearing	: December 10, 2015	
Second Reading	: December 10, 2015	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 23-2015/16**

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

**An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. (The "Company"); And Other Matters Relating Thereto.**

**WHEREAS:**

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to provide certain benefits thereunder through which industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and to covenant with such industries to identify certain of their properties as economic development property and to accept certain fee in lieu of ad valorem tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments pursuant to the Act, with respect to a project; and
2. The County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and
3. In accordance with such findings and determinations and in order to induce Carbon Conversions, Inc., a company duly qualified to transact business in South Carolina, and known to County Council at the time of enactment of this Ordinance (referred to hereinafter as the "Company") to locate the Project (as defined below) in the County, the County Council adopted a Resolution on December 10, 2015 (the "Inducement Resolution") which authorized the execution of an Inducement and Millage Rate Agreement dated December 10, 2015 (the "Inducement Agreement"), pursuant to which the County agreed to provide the negotiated FILOT with respect to the Project; and

4. The Company has requested the County to participate in executing a fee in lieu of tax agreement, which includes provision for the grant of an infrastructure tax credit, in the form of a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain land, expansions to buildings and other structures thereon or therein, machinery, equipment, fixtures and furnishings for the purpose of the operation of such facilities related to the business and other legal activities of the Company and its affiliates (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and
5. The Project involves a minimum capital investment by the Company in the County of at least \$2,500,000; and
6. The County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and
7. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and
8. It appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED by the County Council of Florence County, South Carolina, as follows:**

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate a facility in the State and the acquisition and installation by the Company of various machinery, equipment, furnishings and fixtures all as a part of the Project to be utilized for the purpose of its manufacturing operations, is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement are incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance;

(h) The Fee Agreement will require the Company to make certain reimbursements to the County and otherwise use the benefits provided for therein if the Company should fail to achieve the investment threshold set forth in the Fee Agreement; and

(i) The benefits of the Project will be greater than the costs.

Section 3. The forms, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council, the County Administrator, the Clerk to County Council and the County's other officers for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

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

**FEE AGREEMENT**

between

**FLORENCE COUNTY, SOUTH CAROLINA**

and

**CARBON CONVERSIONS, INC.**

Dated as of \_\_\_\_\_, 2016

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Florence County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of \_\_\_\_\_, 2016, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Florence County Council (the "County Council") as the governing body of the County, and CARBON CONVERSIONS, INC. (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a South Carolina corporation (the "State") and known to the County Council at the time of execution of this Fee Agreement.

WITNESSETH:

Recitals.

The County is authorized by Title 17, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with manufacturing entities meeting the requirements of such Act which identifies certain property of such manufacturers as economic development property to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or



taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement and Millage Rate Agreement dated December 9, 2015 (the “Inducement Agreement”) between the County and the Company, which was authorized by a Resolution adopted by the County Council on December 9, 2015, (the “Inducement Resolution”), the Company proposes to establish and construct a new commercial facility (the “Facility”) located within the County, which would consist of the expansion, addition, construction, installation, improvement, design and engineering of certain real properties and improvements located within the County of certain machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith for the operation of such facilities related to the business and other legal activities of the company and its subsidiaries and affiliates (collectively, the “Project”). The Project in the County would involve an initial investment of at least \$2,500,000, which is sufficient to qualify the Project for the benefits provided by the Act.

Pursuant to an Ordinance adopted on \_\_\_\_\_, 2016 (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a sponsor and the property comprising the Project as economic development property under the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

#### Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

#### Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President or other executive officer. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

#### Chairman:

“Chairman” shall mean the Chairman of the County Council of Florence County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

Company:

“Company” shall mean Carbon Conversions, Inc. a South Carolina corporation duly qualified to transact business in the State of South Carolina, and its subsidiaries, affiliates and permitted successors and assigns.

County:

“County” shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Administrator:

“County Administrator” shall mean the County Administrator of Florence County, South Carolina.

County Council:

“County Council” shall mean the Florence County Council, the governing body of the County.

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to

the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste

Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Facility:

“Facility” shall mean the Company’s distribution and office facility in Florence County, South Carolina.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

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

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2016 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed; provided a later date may be agreed to by the County pursuant to Section 12-44-30(13) of the Act.

Net Fee Payments:

“Net Fee Payments” shall mean the Fee Payments retained by the County taxing entities during the Qualifying Period under the Agreement.

Phase:

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project the day twenty years after the date each such Phase of the Project becomes subject to the terms of this Fee Agreement; provided, however, that in the event such twentieth anniversary date does not fall on December 30, the Term with respect to such Phase shall be extended to the December 30 immediately following such anniversary date. Anything contained herein to the contrary

notwithstanding, the last Phase Termination Date shall be no later than December 30 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under the Act, as amended.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used by the Company and which shall constitute expansions construction of and to the Facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in

its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c) of this Fee Agreement.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

State:

“State” shall mean the State of South Carolina.

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

draft

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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



(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

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

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

(a) The Company is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Company intends to operate the Project as a commercial facility and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of conducting research and development and manufacturing activities involving carbon fiber as a principal component and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act have induced the Company to locate the Project within the County and the State.

(e) Inasmuch as at present the Company anticipates that the Cost of the Project will exceed \$2,500,000, the cost of the Project will exceed the minimum investment required by the Act.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County harmless from and against any and all Environmental Claims, except those resulting from the acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms of this Fee Agreement.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has leased, acquired, constructed and/or installed or made plans for the lease, acquisition, purchase, construction and/or installation of certain land,

improvements to buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project to be located at the Facility.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-170 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County shall be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South

Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act.

#### ARTICLE IV

##### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments to the County with respect to the Project in lieu of ad valorem taxes. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a “minimum investment” as defined under the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on each December 30 through the end of the Investment Period, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 30 of

the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 30 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter.

Step 3: Using the millage rate applicable to the Project site on June 30, 2015 (which the parties understand to be 315 mills), determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments.

Step 4: Combine the annual payment for each Phase of the Project to determine the total annual payment in lieu of taxes to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 30, 2016 the cost or fair market value of the calendar year 2016 Phase of the Project is determined to be \$1,000,000 in personal property, the millage rate is 315 mills, the annual depreciation rate on personal property is eleven (11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual payments in lieu of taxes due hereunder would be determined as follows:

Step 1		Step 2	Step 3		
FMV Date	Property Value:		Payment		Payment Due Without Penalty On:
12/30/16	\$890,000	X 6%	x 315 mills =	\$16,821	1/15/18
12/30/17	780,000	X 6%	x 315 mills =	14,742	1/15/19
12/30/18	670,000	X 6%	x 315 mills =	12,663	1/15/20
12/30/19	560,000	X 6%	x 315 mills =	10,584	1/15/21
12/30/20	450,000	X 6%	x 315 mills =	8,505	1/15/22
12/30/21	340,000	X 6%	x 315 mills =	6,426	1/15/23
12/30/22	230,000	X 6%	x 315 mills =	4,347	1/15/24
12/30/23	120,000	X 6%	x 315 mills =	2,268	1/15/25
12/30/24	100,000	X 6%	x 315 mills =	1,890	1/15/26
12/30/25	100,000	X 6%	x 315 mills =	1,890	1/15/27
12/30/26	100,000	X 6%	x 315 mills =	1,890	1/15/28
12/30/27	100,000	X 6%	x 315 mills =	1,890	1/15/29
12/30/28	100,000	X 6%	x 315 mills =	1,890	1/15/30
12/30/29	100,000	X 6%	x 315 mills =	1,890	1/15/31
12/30/30	100,000	X 6%	x 315 mills =	1,890	1/15/32
12/30/31	100,000	X 6%	x 315 mills =	1,890	1/15/33
12/30/32	100,000	X 6%	x 315 mills =	1,890	1/15/34
12/30/33	100,000	X 6%	x 315 mills =	1,890	1/15/35
12/30/34	100,000	X 6%	x 315 mills =	1,890	1/15/36
12/30/35	100,000	X 6%	x 315 mills =	1,890	1/15/37
12/30/36	100,000	X 6%	x 315 mills =	1,890	1/15/38
12/30/37	100,000	X 6%	x 315 mills =	1,890	1/15/39
12/30/38	100,000	X 6%	x 315 mills =	1,890	1/15/40
12/30/39	100,000	X 6%	x 315 mills =	1,890	1/15/41
12/30/40	100,000	X 6%	x 315 mills =	1,890	1/15/42

<u>Step 1</u>		<u>Step 2</u>	<u>Step 3</u>		
FMV Date	Property Value:		Payment		Payment Due Without Penalty On:
12/30/41	100,000	X 6%	x 315 mills =	1,890	1/15/43
12/30/42	100,000	X 6%	x 315 mills =	1,890	1/15/44
12/30/43	100,000	X 6%	x 315 mills =	1,890	1/15/45
12/30/44	100,000	X 6%	x 315 mills =	1,890	1/15/46
12/30/45	100,000	X 6%	x 315 mills =	1,890	1/15/47
<u>Step 4:</u>					
The Company's first Fee Payment would be \$16,821, the second would be \$14,742, and so on.					

Continuing this illustration, the Company would make its first payment in lieu of taxes for this Phase of the Project of \$16,821 by January 15, 2018 in order to avoid the application of any penalty. The Company would continue to make the annual payments in lieu of taxes for the 2016 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes and would make its last payment, which would be assessed as of December 30, 2047, without penalty by January 15, 2047.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that

such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been economic development property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 [Intentionally Deleted]

Section 4.3 Cost of Completion

(a) At the same time that the Company files its annual property tax return (Form PT-300) with the South Carolina Department of Revenue, the Company shall furnish to the County Assessor, County Auditor and County Treasurer on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.



(b) In the event that the cost of completion of the Project has not exceeded Two Million Five Hundred Thousand Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation over (ii) the total amount of Fee Payments actually made by the Company with respect to the Project for tax years through and including the last year of the Investment Period.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall

be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and

Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Thousand Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law. The County shall be responsible for allocating the payments in lieu of taxes among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement:

(a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

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

(d) Effect of Election. The Company's election under this Section 4.8 shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Section 4.3(b) hereof or other amounts then due and payable to the County under this Agreement.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

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

(c) Effect of Election. The Company's election under this Section 4.9 shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Section 4.3(b) hereof or other amounts then due and payable to the County under this Agreement.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence and maintain its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants: No Personal Liability. The Company releases the County including the members of the governing body of the County, and the elected officials, employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any liability whatsoever, including without limitation, liability under any environmental or other regulatory laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, including, but not limited to, reasonable attorney's fees, and claims arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default

on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses, including, but not limited to, reasonable attorney's fees, incurred in or in connection with any such claim or action or proceeding brought thereon.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity arising out of the same and all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that

the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any elected official, officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any elected official, officer, agent, servant, or employee of the County.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state of the art” manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information concerning the Project; (ii) shall request or be entitled to inspect the Project or any property associated therewith, unless the County must do so in order to collect the fee payments due hereunder or to enforce applicable laws relating to the collection of

property taxes generally; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such clearly marked confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Plant or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act, or any successor provision. No consent of the County to such assignment or subletting shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Company to pay (i) upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; (ii) indemnification payments under Section 4.11 hereof; or (iii) any of the County’s fees and expenses, including, those fees as set forth in Section 4.17 hereof;
- (b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;



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

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

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

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. The Company shall be responsible for and pay within thirty (30) days of receipt of notice thereof, all of the County's

reasonable fees and expenses, including attorney's fees, incurred in the preparation and delivery of this Fee Agreement. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.19 Wavier as to Section 12-44-55 Requirements. THE PARTIES WAIVE THE REQUIREMENTS OF SECTION 12-44-55 OF THE SOUTH CAROLINA CODE OF LAWS OF 1976, AS AMENDED.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Florence County, South Carolina  
180 North Irby Street  
Florence, SC 29501  
Attention: County Administrator

AS TO THE COMPANY:

Carbon Conversions, Inc.  
150 Godley Morris Boulevard  
Lake City, SC 29560  
Attention: Rick Vine

WITH A COPY TO:

Smith Moore Leatherwood LLP  
2 West Washington Street, Suite 1100  
Greenville, SC 29601  
Attention: Frank C. Williams III

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors

of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE**

**PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

Section 5.10 Force Majeure. Except for its obligations to make payments to the County as provided in Article IV hereof, which shall be paid as and when provided by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

draft

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

FLORENCE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Roger M. Poston  
Chairman, County Council  
Florence, South Carolina

Attest:

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

draft

CARBON CONVERSIONS, INC.

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

Its: \_\_\_\_\_

draft

# FLORENCE COUNTY COUNCIL MEETING

December 10, 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 October 31, 2015 As An Item For The Record.

**ATTACHMENTS:**

Copies of the monthly financial reports.



**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY16  
07/01/15 TO 10/31/15**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
<b>REVENUES</b>				
Taxes	38,908,243	30,683,492	8,224,751	21.14%
Licenses & Permits	1,409,900	500,003	909,897	64.54%
Fines & Fees	3,185,500	796,184	2,389,316	75.01%
Intergovernmental	5,793,083	262,351	5,530,732	95.47%
Sales and Other Functional	5,485,600	1,707,700	3,777,900	68.87%
Miscellaneous	481,500	52,356	429,144	89.13%
Operating Transfers	(610,119)	-	(610,119)	100.00%
Use of Fund Balance	-	-	-	
<b>TOTAL</b>	<b>54,653,707</b>	<b>34,002,087</b>	<b>20,651,620</b>	<b>37.79%</b>

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY16  
07/01/15 TO 10/31/15**

		YEAR-TO-DATE			
		BUDGETED	ACTUAL	REMAINING	
		EXPENDITURE	EXPENDITURE	BALANCE	PCT
EXPENDITURES					
10-411-401	County Council	342,123	103,801	238,322	69.66%
10-411-402	Administrator	646,688	174,319	472,368	73.04%
10-411-403	Clerk of Court	1,862,130	558,257	1,303,873	70.02%
10-411-404	Solicitor	1,112,263	361,003	751,260	67.54%
10-411-405	Judge of Probate	596,983	193,924	403,059	67.52%
10-411-406	Public Defender	779,093	232,934	546,159	70.10%
10-411-407	Magistrates	2,349,647	719,062	1,630,585	69.40%
10-411-409	Legal Services	79,000	15,168	63,833	80.80%
10-411-410	Voter Registration & Elections	662,593	152,817	509,776	76.94%
10-411-411	Finance	781,527	248,048	533,480	68.26%
10-411-412	Human Resources	400,034	113,068	286,966	71.74%
10-411-413	Procurement & Vehicle Maintenance	884,691	275,823	608,867	68.82%
10-411-414	Administrative Services	455,979	120,039	335,940	73.67%
10-411-415	Treasurer	1,280,267	446,939	833,328	65.09%
10-411-416	Auditor	516,286	170,016	346,270	67.07%
10-411-417	Tax Assessor	1,354,201	396,122	958,079	70.75%
10-411-418	Planning and Building	2,105,814	632,393	1,473,421	69.97%
10-411-419	Complex	1,381,803	420,510	961,293	69.57%
10-411-420	Facilities Management	792,257	254,941	537,316	67.82%
10-411-427	Information Technology	2,170,096	672,181	1,497,915	69.03%
10-411-446	Veteran's Affairs	158,311	52,754	105,557	66.68%
10-411-480	Senior Citizen Centers	326,508	47,543	278,965	85.44%
10-411-485	General Direct Assistance	272,544	137,511	135,033	49.55%
10-411-488	Contingency	241,261	29,112	212,150	87.93%
10-411-489	Employee Non-Departmental	526,415	203,215	323,200	61.40%
10-421-421	Sheriff's Office	16,703,607	5,921,186	10,782,421	64.55%
10-421-422	Emergency Management	2,514,131	817,787	1,696,344	67.47%
10-451-423	EMS	5,735,107	1,666,020	4,069,087	70.95%
10-451-424	Rescue Squads	361,711	12,733	348,978	96.48%
10-451-425	Coroner	331,646	121,547	210,099	63.35%
10-451-429	On-Site Clinic	146,820	36,148	110,672	75.38%
10-451-441	Health Department	80,934	37,872	43,062	53.21%
10-451-442	Environmental Services	751,011	220,582	530,429	70.63%
10-451-485	Health Direct Assistance	14,502	-	14,502	100.00%
10-461-485	Welfare - MIAP & DSS	502,109	217,240	284,869	56.73%
10-471-451	Recreation	1,838,782	733,290	1,105,492	60.12%
10-471-455	County Library	3,747,046	1,274,295	2,472,751	65.99%
10-481-485	Literacy Council	4,515	-	4,515	100.00%
TOTAL		54,810,435	17,790,197	37,020,237	67.54%

Percent of Fiscal Year Remaining = 66.67%

**FLORENCE COUNTY  
BUDGET REPORT - OTHER FUNDS  
CURRENT PERIOD: 07/01/15 TO 10/31/15**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	4,134,122	203,594	3,930,528	95.08%	4,134,122	4,037,454	96,668	2.34%
112 Economic Development Partnership Fund	451,901	140,976	310,925	68.80%	451,901	58,046	393,856	87.16%
123 Local Accommodations Tax Fund	2,822,804	862,172	1,960,632	69.46%	2,822,804	637,891	2,184,913	77.40%
124 Local Hospitality Tax Fund	1,859,116	604,337	1,254,779	67.49%	1,859,116	944,290	914,826	49.21%
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	202,234	510,766	71.64%	713,000	398,000	315,000	44.18%
151 Law Library Fund	57,605	17,195	40,410	70.15%	57,605	34,003	23,602	40.97%
153 Road System Maintenance Fee Fund	3,865,144	1,871,459	1,993,685	51.58%	3,865,144	989,538	2,875,606	74.40%
154 Victim/Witness Assistance Fund	209,454	59,083	150,371	71.79%	209,454	66,048	143,406	68.47%
421 Landfill Fund	4,207,428	850,411	3,357,017	79.79%	4,207,428	535,640	3,671,788	87.27%
431 E911 System Fund	1,961,255	707,313	1,253,942	63.94%	1,961,255	49,704	1,911,551	97.47%
<b>TOTALS:</b>	<b>20,849,579</b>	<b>5,631,300</b>	<b>15,218,279</b>	<b>72.99%</b>	<b>20,849,579</b>	<b>8,318,364</b>	<b>12,531,215</b>	<b>60.10%</b>

Percent of Fiscal Year Remaining: 66.67%

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 10/31/2015**

<b>Council District #</b>	<b>Type of Allocation</b>	<b>Beginning Budget FY15</b>	<b>Commitments &amp; Current Year Expenditures</b>	<b>Current Available Balances</b>
<b>1</b>	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
<b>2</b>	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
<b>3</b>	Infrastructure	60,993	34,719	26,274
	Paving	163,555	34,980	128,575
	Utility	27,499	6,250	21,249
	In-Kind	19,800	-	19,800
<b>4</b>	Infrastructure	155,069	14,650	140,419
	Paving	291,093	-	291,093
	Utility	63,549	-	63,549
	In-Kind	19,800	-	19,800
<b>5</b>	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
<b>6</b>	Infrastructure	181,195	14,500	166,695
	Paving	167,113	-	167,113
	Utility	-	-	-
	In-Kind	19,800	-	19,800
<b>7</b>	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
<b>8</b>	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
<b>9</b>	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 October 31, 2015

EXPENDITURES	Project Budget	<i>Design or Engineering</i>	<i>Right of Way</i>	<i>Construction</i>	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,739,006.17	\$ 9,903,992.73	\$ 27,192,976.99	\$ 42,835,975.89	\$ 95,915,644.11	30.87%
US 76 Widening	\$ 31,641,621.00	\$ 2,643,532.82	\$ 2,647,226.20	\$ 6,942,700.57	\$ 12,233,459.59	\$ 19,408,161.41	38.66%
TV Road Widening	\$ 34,519,290.00	\$ 2,345,401.83	\$ 2,645,214.51	\$ 10,485,536.69	\$ 15,476,153.03	\$ 19,043,136.97	44.83%
SC 51 Widening	\$ 151,533,817.00	\$ 3,765,586.02	\$ 7,602,783.79	\$ 61,975.57	\$ 11,430,345.38	\$ 140,103,471.62	7.54%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 656,783.94	\$ -	\$ 18,697.00	\$ 675,480.94	\$ 72,788,665.06	0.92%
	<b>\$ 447,587,262.00</b>	<b>\$ 15,860,607.87</b>	<b>\$ 24,024,215.03</b>	<b>\$ 58,931,866.78</b>	<b>\$ 98,816,689.68</b>	<b>\$ 348,770,572.32</b>	<b>22.08%</b>

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%
	<b>\$ 398,000,000.00</b>				<b>\$ 406,052,839.63</b>	<b>\$ 3,297,871.15</b>	<b>102.02%</b>

NOTE 1: Revenue Received/Earned to Date is as of September 31, 2015, 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 October 31, 2015**

Bond proceeds	\$ 124,840,280.25
Interest earnings through October 31, 2015	\$ 655,401.86
Local contributions	<u>\$ 75,637.27</u>
Total available	\$ 125,571,319.38
Bond proceeds expended through 10/31/15*	\$ 36,149,127.09
Local contributions expended through 10/31/15	\$ 75,637.27
Outstanding purchase orders as of 10/31/15*	<u>\$ 13,820,717.56</u>
Total expended/committed	<u>\$ 50,045,481.92</u>
Total remaining	<u><u>\$ 75,525,837.46</u></u>

\* See detail report for expenditures and purchase orders by project

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
				<b>Bond Issuance Costs</b>		\$ 500,000.00		\$ 500,791.50	
				<b>I. Public Safety-Fire</b>					
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	\$ 1,800,000.00		\$ 47,811.32	\$ -
2	Building		Johnsonville Rural Fire District	New Kingsburg station		\$ 600,000.00		\$ 600,000.00	\$ -
3	Building		Windy Hill Fire District	New Quinby Station		\$ 1,800,000.00		\$ 112,032.63	\$ 530,328.15
4	Building		Howe Springs Fire District	New Main Station		\$ 3,700,000.00		\$ 205,859.68	\$ 51,330.72
5	Building		South Lynches Fire District	Classroom, Logistics, & Maintenance Facility		\$ 1,000,000.00		\$ 10,000.00	
6	Building		South Lynches Fire District	Upgrades to Station One Facilities		\$ 1,000,000.00		\$ (32,285.33)	\$ 1,032,055.00
7	Building		South Lynches Fire District	Upgrades at Nine Fire Stations		\$ 500,000.00		\$ 499,807.16	
8	Building		West Florence Fire District	New Station on Hoffmeyer Road		\$ 1,500,000.00		\$ 213,444.89	\$ 10,918.47
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	\$ 1,000,000.00			
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemington		\$ 1,745,000.00		\$ 944,877.50	\$ 5,537.50
11	Building		Hannah Salem Friendfield Fire	Upgrade Stations One and Two		\$ 1,400,000.00		\$ 886,700.00	
12	Building		Hannah Salem Friendfield Fire	Upgrade Stations Three and Four		\$ 900,000.00		\$ 886,700.00	
13	Building		Olanda Rural Fire District	Upgrade Main Station		\$ 520,000.00		\$ 520,000.00	
14	Building		Sardis Timmonsville Fire	Station One addition Living & Training		\$ 150,000.00			\$ 19,981.20
15	Building		Sardis Timmonsville Fire	New Cartersville Station		\$ 750,000.00		\$ 732,446.79	
16	Building		Sardis Timmonsville Fire	Timmonsville Rescue Squad Building		\$ 80,000.00		\$ 244.49	
				<b>Category Total</b>				\$ 18,445,000.00	

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
				<b>Bond Issuance Costs</b>		\$ 500,000.00		\$ 500,791.50	
				<b>I. Public Safety-Fire</b>					
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	\$ 1,800,000.00		\$ 47,811.32	\$ -
2	Building		Johnsonville Rural Fire District	New Kingsburg station		\$ 600,000.00		\$ 600,000.00	\$ -
3	Building		Windy Hill Fire District	New Quinby Station		\$ 1,800,000.00		\$ 112,032.63	\$ 530,328.15
4	Building		Howe Springs Fire District	New Main Station		\$ 3,700,000.00		\$ 205,859.68	\$ 51,330.72
5	Building		South Lynchies Fire District	Classroom, Logistics, & Maintenance Facility		\$ 1,000,000.00		\$ 10,000.00	
6	Building		South Lynchies Fire District	Upgrades to Station One Facilities		\$ 1,000,000.00		\$ (32,285.33)	\$ 1,032,055.00
7	Building		South Lynchies Fire District	Upgrades at Nine Fire Stations		\$ 500,000.00		\$ 499,807.16	
8	Building		West Florence Fire District	New Station on Hoffmeyer Road		\$ 1,500,000.00		\$ 213,444.89	\$ 10,918.47
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	\$ 1,000,000.00			
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemington		\$ 1,745,000.00		\$ 944,877.50	\$ 5,537.50
11	Building		Hannah Salem Friendfield Fire	Upgrade Stations One and Two		\$ 1,400,000.00		\$ 886,700.00	
12	Building		Hannah Salem Friendfield Fire	Upgrade Stations Three and Four		\$ 900,000.00		\$ 886,700.00	
13	Building		Olanta Rural Fire District	Upgrade Main Station		\$ 520,000.00		\$ 520,000.00	
14	Building		Sardis Timmons ville Fire	Station One addition Living & Training		\$ 150,000.00			\$ 19,981.20
15	Building		Sardis Timmons ville Fire	New Cartersville Station		\$ 750,000.00		\$ 732,446.79	
16	Building		Sardis Timmons ville Fire	Timmons ville Rescue Squad Building		\$ 80,000.00		\$ 244.49	
				<b>Category Total</b>			\$ 18,445,000.00		
				<b>II. Public Safety - EMS</b>					
17	Building		Florence County	EMS Station Timmons ville		\$ 740,000.00			
18	Building		Florence County	EMS Station Florence	Schlitz Drive	\$ 740,000.00		\$ 81,210.68	\$ 7,980.59
				<b>Category Total</b>			\$ 1,480,000.00		
				<b>III. Emergency Management</b>					
19	Building/Equipment		Florence County	Radio Upgrades - all Emergency Mangement Facilities	Law Enforcement Complex	\$ 15,000,000.00		\$14,274,729.03	
20	Building/Equipment		Florence County	New Emergency Operations Center Building	Law Enforcement Complex	\$ 4,955,251.00		\$ 81,390.08	\$ 218,642.76
				<b>Category Total</b>			\$ 19,955,251.00		
				<b>IV. Sheriff</b>					
21	Equipment		Florence County	Replacement of Boilers & Water Heaters at County Jail	Law Enforcement Complex	\$ 800,000.00			
22	Equipment		Florence County	Flex Units & Safety upgrades at County Jail	Law Enforcement Complex	\$ 189,600.00			
23	Building		Florence County	New Storage Building	Law Enforcement Complex	\$ 160,000.00		\$ 150,474.13	
24	Building		Florence County	New K-9 Training Facility	Law Enforcement Complex	\$ 20,000.00		\$ 5,940.00	\$ 8,845.20
25	Building		Florence County	Renovations at Law Enforcement Complex	Law Enforcement Complex	\$ 800,000.00		\$ 418,817.15	\$ 113,748.60
				<b>Category Total</b>			\$ 1,969,600.00		
				<b>V. County Administration</b>					
26	Building		Florence County	Renovation of Vacated Space at County Complex	County Complex Building	\$ 5,200,000.00		\$ 4,210,357.04	\$ 136,495.23
				<b>Category Total</b>			\$ 5,200,000.00		
				<b>VI. Water &amp; Sewer Improvements</b>					
27	Water Line		Town of Coward	Salem Road/McAllister Mill Rd/Sand Hills Water Loop		\$ 750,000.00		\$ 23,129.46	\$ 12,574.45
28	Water Line		Town of Coward	Union School Road Tie to Scranton Water System		\$ 240,000.00		\$ 122,336.57	\$ 4,023.85
29	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Windy Hill Fire District		\$ 250,000.00		\$ 7,012.78	\$ 4,191.52
30	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for West Florence Fire District		\$ 250,000.00		\$ 7,913.97	\$ 4,191.52
31	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Howe Springs Fire District		\$ 250,000.00		\$ 7,073.26	\$ 4,191.52
32	Water Line		City of Lake City	Indiantown Road/S. Cameron Road Water Loop		\$ 690,000.00		\$ 8,003.46	\$ 11,568.53
33	Water Line		City of Lake City	Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop		\$ 593,000.00		\$ 6,878.28	\$ 9,942.29
34	Water Line		City of Lake City	Frierson Road/O'Shay Road Water Loop		\$ 250,000.00		\$ 2,899.78	\$ 4,191.52
35	Water Line		Town of Olanta	Central Road/Hood St. Water Loop		\$ 440,000.00		\$ 21,717.68	\$ 7,377.01
36	Water Line		Town of Olanta	Butler Scurry Road/McKenzie Road Water Loop		\$ 500,000.00		\$ 21,996.63	\$ 8,382.97
37	Water Line		Town of Olanta	Olanta Fire Station Water Extension		\$ 65,000.00		\$ 8,573.92	\$ 1,089.82
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		\$ 140,000.00		\$ 137,652.80	\$ 2,347.20
				<b>Category Total</b>			\$ 4,418,000.00		
				<b>VII. Veteran Affairs</b>					
39	Building		Florence County	Veteran Affairs County Administration Building	National Cemetery Road	\$ 1,200,000.00		\$ (281,154.83)	\$ 1,459,924.11
				<b>Category Total</b>			\$ 1,200,000.00		



Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence						
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			\$ 858,957.14	
41	Corridor Enhancements		City of Florence	National Cemetery Road	Dargan St. To McCall Rd.			\$ 3,830.43	
42	Corridor Enhancements		City of Florence	Vista St.	Dargan St. to Oakland Ave.			\$ 18,686.50	
43	Corridor Enhancements		City of Florence	Sopkin St.	Oakland Ave. to Crown Cir.			\$ 11,992.40	
44	Corridor Enhancements		City of Florence	Park Ave.					
45	Corridor Enhancements		City of Florence	Pine St.	Dargan St to McQueen St.				
46	Corridor Enhancements		City of Florence	McQueen St.	Pine St. To Timrod Park Dr.			\$ 25,498.62	
47	Corridor Enhancements		City of Florence	Cedar St.	McQueen St. to Park Ave.			\$ 25,498.62	
48	Corridor Enhancements		City of Florence	Park Ave.	Cedar St. to Cherokee Rd.				
49	Corridor Enhancements		City of Florence	E. Evans St.	N. Ravenel St. to Railroad Ave.				
50	Corridor Enhancements		City of Florence	Irby St.	W. Cheves St. to Ashby Rd.			\$ 73,779.92	
51	Corridor Enhancements		City of Florence	Darlington St.	Irby St. to Oakland Ave.				
52	Corridor Enhancements		City of Florence	Oakland Ave.	Darlington St. to Norfolk St.	\$ 9,216,875.00		\$ 124,897.06	\$ 154,530.32
53	Intersection Improvements		City of Florence	Damon Dr. and Ansley St.				\$ 3,372.50	
54	Intersection Improvements		City of Florence	E. Palmetto St. Westbound at S. Church St.		\$ 1,031,250.00		\$ 13,261.63	\$ 17,290.00
54	Resurfacing		City of Florence	Malloy St	Wilson Rd to ???			\$ 1,756.70	
55	Resurfacing		City of Florence	Spruce St.	Park Ave. to McQueen St.	\$ 340,625.00		\$ 5,870.88	\$ 5,710.91
56	Road Widening		City of Florence	Malloy St	Maxwell St. to ???				
57	Road Widening		City of Florence	Roughfork St. & Maxwell St.	N. Irby St. to Malloy St.				
58	Road Widening		City of Florence	S. Cashua Dr.	Palmetto St. to Second Loop Rd.				
59	Road Widening		City of Florence	W. Sumter St.	N. Irby St. to N. Alexander St.			\$ 4,624.50	
60	Road Widening		City of Florence	W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.			\$ 99,363.60	
61	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			\$ 61,762.80	
62	Road Widening		City of Florence	Jarrott St.	Pine St. to National Cemetery Rd.				
63	Road Widening		City of Florence	N. Alexander St.	Dixie St. To Darlington St.	\$ 9,125,625.00		\$ 105,849.93	\$ 153,000.38
64	Building		Town of Timmonsville	New Community Center		\$ 420,000.00			
65	Building		Town of Timmonsville	Magistrate's Building Renovations		\$ 180,000.00		\$ 151,343.37	
66	Sewer		Town of Pamplico	Replace Pembroke Apt Pump Station		\$ 154,400.00		\$ 114,065.26	\$ 2,588.69
67	Water		Town of Pamplico	New Water Tank		\$ 873,280.00		\$ 259,813.80	\$ 14,641.41
68	Water		Town of Pamplico	Shirley Road Water Line		\$ 154,697.00		\$ 23,230.38	\$ 2,593.63
69	Water		Town of Pamplico	Water System Extension		\$ 1,706,720.00		\$ 27,322.70	\$ 28,614.88
70	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		\$ 750,000.00		\$ 30,236.72	\$ 12,574.49
71	Building		Town of Olanta	Municipal Building Improvements		\$ 130,000.00		\$ 44,779.75	\$ 50,529.25
72	Recreation improvements		City of Johnsonville	Prosser Recreation Complex		\$ 800,000.00		\$ 103,370.39	\$ 599,587.72
73	Water		City of Johnsonville	Vox Water Line Project		\$ 4,378,000.00		\$ 248,406.43	\$ 73,401.64
74	Water		Town of Coward	New Water Tank		\$ 1,000,000.00		\$ 11,599.14	\$ 16,766.08
75	Recreation		Town of Coward	Expansion of Youth Baseball Field		\$ 200,000.00		\$ 129,786.19	\$ 53,651.56
76	Building		Town of Quinby	New Town Hall		\$ 360,000.00			
77	Building		Town of Quinby	Recreation/Community Building		\$ 720,000.00			
78	Recreation		Town of Scranton	Improvements to Scranton Nature Park		\$ 126,400.00		\$ 73,211.14	
79	Recreation		Town of Scranton	Resurface Tennis Courts		\$ 32,000.00			
80	Building		Town of Scranton	New Maintenance Building		\$ 349,600.00		\$ 110,819.01	\$ 5,861.38
81	Water & Sewer		City of Lake City	Water & Sewer Improvements		\$ 2,360,000.00		\$ 893,255.80	\$ 39,567.80
82	Storm Water		City of Lake City	Storm Water System Improvements		\$ 1,200,000.00		\$ 256,001.85	\$ 20,119.24
83	Water & Sewer		City of Lake City	New Water Tank		\$ 800,000.00		\$ 11,779.39	\$ 13,412.78
84	Recreation		City of Lake City	New Multi Purpose Athletic Complex		\$ 400,000.00		\$ 10,764.63	\$ 6,706.46
85	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		\$ 160,000.00		\$ 2,535.83	\$ 46,177.61
86	Road / Parking		City of Lake City	C J Evans Field road & parking improvements		\$ 400,000.00		\$ 4,639.63	\$ 6,706.46
			<b>Category Total</b>					\$ 37,369,472.00	

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders	
			<b>IX. Florence County Recreation</b>							
87	Roads/Water		Florence County	Roads & Infrastructure - New Soccer Complex		\$ 1,040,000.00		\$ 78,076.51	\$ 17,436.63	
88	Recreation Improvements		Florence County	Various Park Improvements to include:		\$ 400,000.00		\$ 592.14		
89	Recreation Improvements		Florence County	Ebenezer Park Playground Fall Surface Upgrade				\$ 96,812.00		
90	Recreation Improvements		Florence County	Lynches River Park Shade Structures				\$ 44,187.49		
91	Recreation Improvements		Florence County	Lake City Community Park Road Paving				\$ 55,655.38	\$ 1,341.24	
92	Recreation Improvements		Florence County	Lynches River Athletic Park Sardis Paving Entrance				\$ 24,475.00		
93	Recreation Improvements		Florence County	Friendship Park Renovations						
			<b>Category Total</b>					\$ 1,440,000.00		
			<b>X. Lake City Community Hospital</b>							
94	Building		Florence County	Improvements to Main Hospital		\$ 888,000.00		\$ 395,907.52		
			<b>Category Total</b>					\$ 888,000.00		
			<b>XI. Lynches Lake-Camp Branch Watershed District</b>							
95	Drainage		Florence County	Drainage Improvements		\$ 80,000.00		\$ 59,617.60		
			<b>Category Total</b>					\$ 80,000.00		
			<b>XII. Road Paving and Drainage</b>							
96	Paving		Florence County	Cato Road		\$ 2,500,000.00		\$ 34,234.04	\$ 664,967.87	
97	Paving		Florence County	Moulds Road		\$ 1,100,000.00		\$ 12,759.14	\$ 217,966.95	
98	Paving		Florence County	Country Lane		\$ 1,400,000.00		\$ 71,445.75	\$ 407,650.40	
99	Paving		Florence County	Cherry Johnson Road		\$ 1,900,000.00		\$ 97,748.46	\$ 606,677.90	
100	Paving		Florence County	Ball Park Road		\$ 1,500,000.00		\$ 25,993.40	\$ 465,482.87	
101	Paving		Florence County	McLaurin Road		\$ 600,000.00		\$ 15,554.14	\$ 199,580.22	
102	Paving		Florence County	Highland Road		\$ 250,000.00		\$ 2,899.78	\$ 83,667.17	
103	Paving		Florence County	Laurel Circle		\$ 600,000.00		\$ 19,404.14	\$ 156,418.37	
104	Paving		Florence County	Law Road		\$ 1,100,000.00		\$ 12,759.14	\$ 327,194.25	
105	Paving		Florence County	Paving &/or relocate Koopers/Estate Road or Young Road						
106	Paving		Florence County	as determined by County Council for economic development		\$ 4,000,000.00		\$ 232,921.81	\$ 149,764.05	
107	Drainage		Florence County	Brookgreen		\$ 1,000,000.00		\$ 24,639.27	\$ 43,725.95	
108	Drainage		Florence County	Foxcroft		\$ 300,000.00		\$ 9,998.84	\$ 18,510.72	
			<b>Category Total</b>					\$ 16,250,000.00		

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
				<b>XIII. General Road Improvements</b>					
109		District 1		Swan Rd.	Park Ave. to last house	\$ 4,033,853.00		\$ 19,718.65	\$ 28,502.21
110				Windright Rd.	Hwy 378 to Swann Rd.				
111				Hickson Rd.	S. Powell Rd. to S. Locklair Rd.				
112				Widow St.	W. Camp Branch Rd. to Jordan Rd.				\$ 19,469.50
113				Old McAllister Rd.	Jordan Rd. to Chandler Mill Rd.				\$ 50,383.68
114				Chandler Mill Rd.	N. Matthews Rd. to Old McAllister Rd.				\$ 33,860.00
115				Maxie Thomas Rd.	Morris St. to Moore St.				
116				Maxie Thomas Rd.	Hwy 52 to last house				
117				W. O'Shay Rd.	N. Matthews Rd. to Frierson Rd.				
118				W. O'Shay Rd.	Frierson Rd. to last house				
119				Frierson Rd.	W. Camp Branch Rd. to W. O'Shay Rd.				
120				Zola Rd.	McCutcheon Rd. to Hanna Rd.				
121				Miles Rd.	Hwy 378 to First Oxtown Rd.				\$ 32,167.00
122				Donald Rd.	Caselman Rd. to Miles Rd.				\$ 9,006.76
123				Rodman Rd.	Cockfield Rd. to Dory Rd.			\$ 28,759.17	
124				Rodman Rd.	Dory Rd. to Cow Pasture Rd.			\$ 89,212.48	
125				Rodman Rd.	McCutcheon Rd. to last house			\$ 31,878.31	
126				Barr St.	Graham Rd. to end of road				
127				Old Farm Rd.	Vox Hwy. to last house				
128				Lance St.	Acline St. to Kelly St.			\$ 892.00	\$ 35,067.46
129				Thomas St.	S. Church St. to CSX RR			\$ 957.95	\$ 37,660.57
130				Gracelyn Cir.	N. Matthews Rd. to ???				\$ 32,404.02
131				Calvin St.	Gracelyn Cir. to ???			\$ 6,660.29	
132				Tupelo Rd.	Moore St. to end of road			\$ 48,163.67	
133				Retha Dr.	Kelly St. to end of road			\$ 627.26	\$ 24,659.62
134				King St.	Nesmith St. to Charles St.			\$ 4,890.03	
135				Major Rd.	Gray Rd. to end of road			\$ 13,347.39	
136				Slocum Ln.	Gray Rd. to end of road			\$ 7,892.93	
137				Dennis Rd.	Cooktown Rd. to Old South Rd.				
138				Bayne Ln.	Beulah Rd. to E. Plantation Rd.				
139				E. Plantation Rd.	portion of ???				
140				S. Acline St.	Fairview St. to Graham Rd.				
141				Baker Rd.	N. Camerontown Rd. to end of road				
142				Bamwell St.	Bozy Rd. to Lee St.				
143				Blanche St.	Northside Ln. to end of road			\$ 6,646.79	
144				Windham Rd.	Owens Dr. to Blanche St.				
145				Hurst St.	School Dr. to end of road			\$ 8,566.91	
146				Judy Rd.	Hwy 378 to end of road				
147				N. Pecan Rd.	Hwy 341 to N. Camerontown Rd.				
148				S. Pecan Rd.	Hwy 341 to end of road				
149				S. Locklair Rd.	Hwy 341 to Hickson Rd.				
150				Sunburst Dr.	Cooktown Rd. to end of road				
151				Thirty Rd.	Thirty Five Rd. to end of road			\$ 2,721.62	
152				Thirty Five Rd.	Green Haven Ave. to Davis St.			\$ 3,624.53	
153				Tranquility Rd.	Cockfield Rd. to Tyler Rd.				
154				W. Cole Rd.	Davis St. to Maxie Thomas Rd.				
155				Lake City Landfill/Manned Convenience Center Rd.	Hwy 341 to end of road			\$ 180,030.48	
156				L/C Manned Conv. Service Area on Lake City Landfill Rd.					
157				Sequoia Rd.				\$ 1,154.17	\$ 45,374.10
158				Camelot Way	N. Country Club Rd. to Scotland Rd.			\$ 1,352.49	\$ 53,171.13
159				Dogwood Ln.	S. Morris St. to Middlecoff Rd.			\$ 1,354.42	\$ 53,247.03
160				Lancelot Way	Scotland Rd. to end of road			\$ 1,636.67	\$ 64,342.98
161				Lockwood Rd.	Middlecoff Rd. to Dogwood Ln.			\$ 1,888.54	\$ 74,244.86
162				McFaddin St.	Wallace St. to Ida St.			\$ 1,705.01	\$ 67,029.71
163				Salter St.	Wallace St. to Ida St.			\$ 809.12	\$ 31,808.99
164				Byrd St.	School Dr. to end of road			\$ 444.25	\$ 17,464.69
165				Fountain St.	School Dr. to end of road			\$ 657.25	\$ 25,838.53
166				Hurst St.	Hwy 52 to End of road			\$ 394.94	\$ 15,526.84
167				Mill St.	N. Church St. to Ball Parkd Rd.			\$ 955.83	\$ 37,577.08
168				N. Church St. (Scranton)	Mill St. to Railroad Ave.			\$ 517.99	\$ 20,363.92
169				School Dr.	Byrd St. to end of road			\$ 649.46	\$ 25,531.90
				Parking and Roads at Lake City Sports Complex	S. Blanding St. to Graham Rd.				

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
171		District 2		Bluff Rd.		\$ 4,033,853.00		\$ 39,641.30	\$ 28,502.21
172				Evans Rd.				\$ 51,798.87	
173				Belle Thompson Rd.				\$ 73,872.70	
174				Ervin Thomas Rd.				\$ 92,114.78	
175				Franks Rd.				\$ 23,205.41	
176				Law Rd.					
177				Ball Park Rd.				\$ 51,198.14	
178				Old Springs Rd.				\$ 72,285.13	
179				Freeport Rd.				\$ 32,180.62	
180				Singleary Loop Rd.				\$ 88,316.04	
181				Saddle Town Rd.				\$ 48,746.85	
182				Mustang Rd.				\$ 34,001.33	
183				Capitola Rd.					
184				Dud Rd.				\$ 65,575.65	
185				Lewis Ln.				\$ 32,624.30	
186				Broken Branch Rd.				\$ 113,013.76	
187				Wood Berry Rd.				\$ 9,319.76	
188				Keith Rd.				\$ 32,136.12	
189				Chestnut Rd.				\$ 39,387.84	
190				Ashley Rd.				\$ 61,913.29	
191				Glen Haven Rd.				\$ 39,506.43	
192				Dulie Ln.				\$ 10,988.61	
193		District 3		Athens St.		\$ 4,033,853.00		\$ 37,600.71	\$ 37,410.53
194				Brunson St.				\$ 44,443.79	\$ 174.90
195				Dargan St.	Hwy 52 to Vista St.			\$ 45,293.48	\$ 4,832.72
196				Timmons St.				\$ 18,975.84	\$ 7,125.38
197				Bradford St.				\$ 26,900.32	\$ (2,324.50)
198				Wilson St.				\$ 37,566.85	\$ 633.76
199				Liberty St.				\$ 33,414.63	\$ 1,818.21
200				Boyd St.				\$ 30,158.13	\$ (8,736.87)
201				Commander St.				\$ 42,815.20	\$ (3,047.68)
202				Vista St.					
203				Light St.				\$ 7,847.97	\$ 1,837.09
204				Stackley St.				\$ 35,669.88	\$ (1,359.54)
205				Hemingway St.				\$ 12,764.46	\$ 3,556.59
206				Marlboro St.				\$ 28,950.36	\$ (2,174.65)
207				E. Marion St.				\$ 27,305.65	\$ 39,327.51
208				Freemand St.				\$ 9,457.27	\$ 902.28
209				Dixie St.				\$ 111,892.86	\$ 23,818.92
210				Ingram St.				\$ 45,100.14	\$ 20,941.54
211				Alexander St.				\$ 60,301.25	\$ 97,130.29
212				Harmony St.				\$ 52,193.92	\$ 14,610.45
213				Harrell St.				\$ 31,104.37	\$ 18,408.30
214				Lawson St.				\$ 88,498.87	\$ (16,433.44)
215				Sanbom St.				\$ 52,811.98	\$ 26,896.00
216				N. McQueen St.				\$ 49,891.89	\$ 5,769.83
217				W. Marion St.				\$ 119,075.84	\$ 273.74
218				Pennsylvania St.				\$ 53,448.13	\$ (4,585.31)
219				Carver St.				\$ 47,750.06	\$ 7,442.63
220				Gladstone St.				\$ 39,711.54	\$ 1,643.63
221				Fairfield Cir.				\$ 41,264.02	\$ 11,977.82
222				Waverly St.				\$ 74,372.34	\$ 39,055.18
223				Sidewalks on Irby St.	Wilson Road to Sam Harrell Rd.				
224				Sidewalks on Dargan St.	Hwy 52 to Vista St.				
225				Sidewalks on Roughfork St.					
226				Sidewalks on Sopkin Ave.					
227				Widen Entrance road to County Complex & bury power lines					
228				W. Louise Rd.				\$ 13,479.82	\$ 4,724.52

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
229		District 4		Van Houton Dr.		\$ 4,033,853.00		\$ 33,408.25	\$ 40,890.61
230				Alma Ln.				\$ 12,638.96	\$ 11,433.04
231				Willow Point Rd.					
232				Pygate Rd.					
233				Fork Rd.				\$ 95,486.80	\$ 83,462.20
234				Meadow Prong 2				\$ 57,350.04	\$ 48,824.96
235				Meadow Prong 1					
236				Clyde McGee Rd.					\$ 18,713.10
237				Golden Gate Rd.				\$ 22,143.48	\$ 21,015.52
238				Ed James Rd.					\$ 61,326.30
239				Javelin Cir.				\$ 83,069.74	
240				Johnson Rd.				\$ 11,786.12	\$ 10,279.88
241				Joe Nathan Ln.				\$ 15,088.46	\$ 12,852.54
242				Buckshot Rd.				\$ 18,926.70	\$ 16,909.30
243				Sims Rd.				\$ 41,005.78	\$ 11,150.22
244				Cubie Rd. 1					\$ 111,944.00
245				Cubie Rd. 2					\$ 109,772.00
246				Jenkins Nowlin Rd.					
247				Alvin Kirby Rd					\$ 106,020.60
248				Truck Route	Foxworth St. to Brockington St.				
249		District 5		Horace Matthews Rd.		\$ 4,033,853.00		\$ 19,718.65	\$ 28,502.21
250				Camell Dr.					
251				S. Canal Dr.					
252				Circle Dr.				\$ 83,289.58	
253				Margo Ln.				\$ 7,605.71	
254				Milestone Rd.					
255				C.W. Robinson Rd.				\$ 95,021.65	
256				Trails End Rd.				\$ 57,023.80	
257				Dunlap Rd.				\$ 16,876.73	
258				Sam Lee Rd.				\$ 95,469.60	
259				S. Railroad Ave.				\$ 61,916.83	
260				Java Rd.				\$ 92,078.90	
261				Round Tree Rd.				\$ 68,032.97	
262				E. Eagerton Rd.				\$ 44,672.85	
263				Doric Rd.				\$ 29,109.74	
264				Ben Gause Rd.					\$ 93,075.06
265				Silver Leaf Rd.					\$ 21,269.82
266				Railroad Ave. (Scranton)				\$ 143,318.30	

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
267		District 6		Charlie Cade Rd.		\$ 4,033,853.00		\$ 75,358.51	\$ 28,502.21
268				Coleman Rd.				\$ 14,839.00	
269				Spring Branch Rd.					
270				Willow Grove Rd.					
271				Haven Rd.					
272				Magic Dr.				\$ 23,927.00	
273				Danieltown Rd.				\$ 75,045.44	
274				Pepper Tree Rd.				\$ 37,736.86	
275				Antique Cir.					
276				Diamond Head Loop Rd.					
277				Pecan Grove Rd.				\$ 47,816.73	
278				Hosea Gibbs Rd.				\$ 184,910.41	
279				Tabernacle Rd.					
280				Boling Rd.				\$ 54,098.81	
281				Cart Rd.					
282				W. Turner Gate Rd.				\$ 53,149.54	
283				Brick House Rd.				\$ 23,252.50	
284				Eureka Rd.				\$ 25,702.00	
285				Quail Harbor Cir.				\$ 26,206.35	
286				Taylor Hill Cir.				\$ 27,654.50	
287				James Town Rd.				\$ 17,501.50	
288				Fleetwood Dr.					
289				Ard St.				\$ 7,455.00	
290				Wickerwood Rd.				\$ 85,519.50	
291				Large Farm Rd.					
292				Camp Wiggins Rd.				\$ 13,296.53	
293				Horse Shoe Rd.				\$ 56,800.00	
294				Benton Rd.				\$ 13,490.00	
295				Freeman Ln.					
296				Nita Cain Rd.					
297				South Wind Rd.				\$ 27,460.75	
298				Gum Rd.					
299		District 7		Hughes Cir (off TV Rd.)		\$ 4,033,853.00		\$ 28,313.28	\$ 177,832.32
300				Joan Rd. (off TV Rd.)				\$ 10,807.13	\$ 127,644.13
301				John C. Calcoun Rd.					
302				Wilson Rd.					
303				Pocket Rd.					
304				W. Black Creek Rd.					
305				W. McIver Rd.					
306				R. Bar M. Ranch Rd.				\$ 5,412.37	\$ 90,838.01
307				Tara Dr.				\$ 3,982.91	\$ 156,581.65
308				Ralford Ln.				\$ 303.82	\$ 11,944.56
309				Calvert's Ct.				\$ 388.00	\$ 15,253.60
310				Shamrock Rd.				\$ 412.96	\$ 16,235.20
311				Clayton Ct.				\$ 388.00	\$ 15,253.60

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
312	Resurface	District 8		Maulden Dr.		\$ 4,033,853.00		\$ 22,351.35	\$ 132,008.13
313	Resurface			Crownland Estates					
314	Resurface			E. and W. Sandhurst Dr.				\$ 3,498.47	\$ 137,536.57
315	Resurface			Stratford Cir.				\$ 1,143.76	\$ 44,964.98
316	Resurface			Castleberry Dr.				\$ 544.44	\$ 21,403.91
317	Resurface			Westmoreland Ave.					
318	Resurface			Devonshire Dr.					
319	Resurface			Longwood Dr.				\$ 757.01	\$ 29,760.53
320	Resurface			Woods Dr.					
321	Resurface			Rosedale St.				\$ 1,827.05	\$ 71,827.01
322	Resurface			St. Anthony Dr.				\$ 2,381.88	\$ 93,639.46
323	Resurface			Jones Rd.				\$ 619.56	\$ 24,356.75
324	Resurface			Winthrop Dr.				\$ 908.23	\$ 35,705.70
325	Resurface			Progress St.				\$ 1,050.84	\$ 41,311.86
326	Resurface			Lee St.				\$ 794.59	\$ 31,237.97
327	Resurface			Saluda Ave.				\$ 2,580.33	\$ 101,441.56
328	Resurface			Sewanee Ave.				\$ 396.51	\$ 15,588.27
329	Resurface			Chestnut St.				\$ 1,653.75	\$ 65,014.11
330	Resurface			Kalmia St.				\$ 894.34	\$ 35,159.24
331	Resurface			Sesame St.				\$ 609.64	\$ 23,967.16
332	Resurface			Cedar St.	Franklin to Adams Ave.			\$ 854.69	\$ 33,600.86
333	Resurface			Waters Ave.	Park to Lawson			\$ 366.25	\$ 14,398.21
334	Resurface			Sylvan Dr.				\$ 928.18	\$ 36,489.96
335	Resurface			Cedar Lawn Court				\$ 625.09	\$ 24,574.32
336	Resurface			Lakeside Drive				\$ 609.64	\$ (2.84)
337	Resurface			Richburg Ln.				\$ 566.99	\$ 22,290.37
338	Resurface			Jeffries Ln.				\$ 1,755.22	\$ 69,003.71
339	Resurface			Hondros Cir.				\$ 504.62	\$ 19,838.43
340	Resurface			Constantine Dr.				\$ 728.18	\$ 28,627.15
341	Resurface			Rollins Ave.				\$ 578.76	\$ 22,752.82
342	Resurface			Fitz Randolph Cir.				\$ 356.36	\$ (120.37)
343	Resurface			Shore Ln.				\$ 591.88	\$ (11.08)
344	Resurface			Marion Ave.				\$ 950.44	\$ 37,365.30
345	Resurface			Virginia Acres				\$ 980.68	\$ 38,554.33
346	Resurface			Poinsette Ave.				\$ 708.24	\$ 27,842.89
347	Resurface			Melrose Ave.				\$ 750.71	\$ 29,512.60
348	Resurface			Courtland Ave.				\$ 717.76	\$ 28,217.31
349	Resurface			Hillside Dr.					
350	Resurface			Wisteria Dr.					
351	Resurface			Margaret Dr.					\$ 29,238.00
352	Resurface			Dunvegan Rd.					\$ 22,728.00
353	Resurface			Roseneath Rd.					\$ 26,496.00
354	Resurface			Beverly Dr.					\$ 55,396.50
355	Resurface			Alton Cir.					\$ 25,936.00
356	Resurface			Lindberg Dr.					\$ 66,468.00
357	Resurface			Woodstone Dr.				\$ 620.85	\$ 24,407.34
358	Resurface			DeBerry Blvd.					\$ 23,080.00
359	Resurface			Dorchester Rd.					
360	Resurface			Fairfax Rd.					
361	Resurface			Cherry Blossom Ln.					
362	Resurface			Valpariso Dr.					
363	Resurface			Wayne St.					
364	Resurface			Sweetbriar St.					
365	Resurface			Furman Dr.					
366	Resurface			Converse Dr.	Third Loop north to ???				
367	Resurface			Gable Ridge Dr.					
368	Resurface			Durant Dr.					
369	Resurface			Joseph Circle					
370	Resurface			Westminister Dr.					
371	Resurface			Langely Dr.					
372	Resurface			Mayfair Terrace					

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
		District 9		<b>Hampton Pointe Subdivision</b>		\$ 4,033,853.00		\$ 19,718.45	\$ 28,502.26
373				Aberdeen Ct.				\$ 7,492.72	
374				Blaire Ct.				\$ 6,371.76	
375				Bridgeport Ct.				\$ 6,076.77	
376				Danvers Ct.				\$ 7,197.73	
377				New Gate Ct.					
378				Parliament Cir.					
379				S. Addison St.				\$ 20,059.24	
380				S. Barrington Dr.				\$ 78,614.50	
381				S. Brunswick Ct.				\$ 6,696.25	
382				S. Harrington Ct.				\$ 6,578.25	
383				Victoria Ct.				\$ 9,764.13	
384				W. Hampton Pointe Dr.				\$ 135,016.37	
385				Winslow Ct.				\$ 11,121.07	
				<b>Whitehall Annex Subdivision</b>					
386				Albemarle Blvd.					\$ 10,067.98
387				Banbury Cir.					\$ 51,287.97
388				Bedford Ln.					\$ 37,954.83
389				Milford Ln.					\$ 9,732.31
390				South Arundel Dr.					\$ 38,449.90
391				St. James Ln.					\$ 12,268.12
				<b>Village Green and Waterford Subdivisions</b>					
392				Greenview Dr.					
393				Key Largo Ct.				\$ 149.65	\$ 5,883.28
394				Waterford Dr.				\$ 1,180.92	\$ 46,425.48
				<b>Springdale and Villa Arno Subdivisions</b>					
395				Guilford Cir.					
396				Perth St.					
397				Springfield St.					
398				Suffolk Place					
399				Strada Amore					
400				Strada Gianna					
401				Strada Mateo					
402				Via Ponticello					
				<b>Oak Forrest Subdivision</b>					
403				Alabama Ln.					\$ 3,030.37
404				Arizona Way					\$ 7,795.12
405				California Rd.					\$ 14,535.40
406				Florida Dr.					\$ 33,346.66
407				Georgia Ct.					\$ 5,940.77
408				Louisiana Ln.					\$ 6,369.82
409				Oak Forest Blvd.					\$ 23,115.05
410				Tennessee Terrace					\$ 5,764.98
411				Tex Rd.					\$ 18,820.18
412				Utah Ct.					\$ 6,145.12
				<b>Kelly Farms and Parkland Subdivisions</b>					
413				Derby Dr.					
414				Kelly Farms Rd.					
415				Preakness Ln.					
416				W. Belmont Cir.					
417				Cottonwood Dr.				\$ 942.36	\$ 37,047.19
418				Deerwood Place				\$ 183.72	\$ 7,223.05
419				Heathway Dr.				\$ 1,936.60	\$ 76,133.12
420				Mosswood Dr.				\$ 1,729.88	\$ 68,007.23
421				W. DeImae Dr.					
422				Wethersfield Dr.				\$ 1,285.39	\$ 50,532.08
				<b>Heritage Subdivision</b>					
423				Cow Pens Cir.					
424				Declaration Dr.					\$ 29,862.30
425				Farm Quarter Rd.					
426				Independence Ave.					
427				Indigo Place					



Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2015	O/S Purchase Orders
				<b>Forest Lake And Forest Lake West Subdivisons</b>					
428				Brock Cir.					
429				Ginny Ct.					
430				Julie Ln.					
431				Goff Ct.					
432				Lunn Dr.					
433				Madden Ln.					
434				Silger Cove					
435				Yeargin Cove					
436				Young Charles Dr.					
437				Wanda Cove					
438				Claude Douglas Cir.					\$ 65,118.42
439				Hepburn Blvd.					\$ 34,264.47
				<b>Dunwoody Subdivision</b>					
440				Ashwood Ln.					\$ 9,611.43
441				Aspen St.					\$ 16,756.56
442				Dunwoody Rd.					\$ 23,503.67
443				Evergreen Rd.					\$ 23,152.88
444				Periwinkle Ln.					\$ 18,219.92
				<b>Farmwood and Ferndale Subdivisions</b>					
445				Farmwood Dr.					\$ 24,493.87
446				Heather Dr.					\$ 20,220.45
447				Patrick Dr.					\$ 13,861.52
448				Boone Cir.					
449				Corbett Place					
				<b>Charters Subdivision</b>					
450				Bristol St.					
451				Charters Dr.					
452				Claymount Ct.					
453				Cravenhurst Ct.					
454				Dominion Ct.					
455				Fairhaven Rd.					
456				Magna Carta Rd.					
				<b>Arrowood Subdivision</b>					
457				Arrowhead Cir.					
458				Arrowood Dr.					
459				Falcon Way					
460				Skylark Dr.					
				<b>Chadwick Place</b>					
461				Britanna St.					
462				Chadwick Dr.					
463				Knights Bridge Rd.					
464				Lamplsey Way					
465				Wetherby Ln.					
466				Stratton Dr.				\$ 5,165.80	\$ 203,084.58
467				Pelican Ln.					
468				W. Eagle St.					
469				Thunderbird Dr.					
470				Whitehall Cir.					\$ 125,923.93
471				S. Peninsula Rd.				\$ 33,102.86	
472				McLaurin Dr.					
473				Traffic Signals	Botany and Jefferson on W. Palmetto			\$ 80,239.55	
474				Traffic Signals	Third Loop Rd. and McCown Dr.				
				<b>Category Total</b>				\$ 36,304,677.00	
				<b>Grand Total of all projects</b>				\$145,000,000.00	\$36,149,127.09 \$13,820,717.56

## FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Administration

**ISSUE UNDER CONSIDERATION:**

Approve The 2016 Calendar Of Meeting Dates And Holidays.

**ATTACHMENTS:**

Copy of proposed Schedule of "County Council Meeting Dates for 2016" and "Official County Holidays for 2016."

## COUNTY COUNCIL MEETING DATES FOR 2016

<u>MEETING DATES/TIMES</u>	<u>SCAC &amp; NACo MEETING DATES and OTHER INFORMATION</u>	<u>AGENDA ITEMS DUE [CUTOFF DATES]</u>
<b>JANUARY 21 / 9:00 A.M.</b>		<i><b>JANUARY 8</b></i>
<b>FEBRUARY 18 / 9:00 A.M.</b>	SCAC – MID-YEAR CONFERENCE, COLUMBIA, SC FEB 17-18, 2016 NACo – LEGISLATIVE CONFERENCE WASHINGTON, DC FEB 20-24, 2016	<i><b>FEBRUARY 5</b></i>
<b>MARCH 17 / 9:00 A.M.</b>		<i><b>MARCH 4</b></i>
<b>APRIL 21 / 9:00 A.M.</b>		<i><b>APRIL 8</b></i>
<b>MAY 19 / 9:00 A.M.</b>		<i><b>MAY 6</b></i>
<b>JUNE 16 / 9:00 A.M.</b>		<i><b>JUNE 3</b></i>
<b>JULY 21 / 9:00 A.M.</b>	NACo ANNUAL CONFERENCE – LONG BEACH, CA JULY 22-25, 2016	<i><b>JULY 8</b></i>
<b>AUGUST 18 / 9:00 A.M.</b>	SCAC ANNUAL CONFERENCE & SC INSTITUTE CLASSES HILTON HEAD MARRIOTT, HILTON HEAD ISLAND, SC: JULY 30 - AUGUST 3, 2016	<i><b>AUGUST 5</b></i>
<b>SEPTEMBER 15 / 6:00 P.M.</b>	<b>HELD AT THE LAKE CITY BEAN MARKET MUSEUM</b>	<i><b>SEPTEMBER 2</b></i>
<b>OCTOBER 20 / 9:00 A.M.</b>	SCAC INSTITUTE OF GOVERNMENT AND COUNTY COUNCIL COALITION – COLUMBIA, SC	<i><b>OCTOBER 7</b></i>
<b>NOVEMBER 17 / 9:00 A.M.</b>		<i><b>NOVEMBER 4</b></i>
<b>DECEMBER 8 / 9:00 A.M.</b>	SCAC LEGISLATIVE CONFERENCE – CHARLESTON, SC	<i><b>NOVEMBER 23</b></i>

## OFFICIAL COUNTY HOLIDAYS FOR 2016

OBSERVANCE OF DR. MARTIN LUTHER KING, JR.'S BIRTHDAY	MONDAY, JANUARY 18
GOOD FRIDAY	FRIDAY, MARCH 25
MEMORIAL DAY	MONDAY, MAY 30
INDEPENDENCE DAY	MONDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 5
VETERANS DAY	FRIDAY, NOVEMBER 11
THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING	THURSDAY AND FRIDAY NOVEMBER 24-25
CHRISTMAS	FRIDAY, MONDAY, TUESDAY, DECEMBER 23, 26, 27
NEW YEAR'S DAY	MONDAY, JANUARY 2, 2017

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Hannah-Salem-Friendfield Fire Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Pierce Manufacturing Co., Inc. For The Purchase Of Four (4) Pierce Freightliner FXP 2-door Tankers With The Necessary Equipment For The Total Cost Of \$949,292 (Including \$1,200 Vehicle Tax) As Funded By Bond Fund (\$474,646) and CPST II Fund (\$474,646) For The Hannah-Salem-Friendfield Fire Department.

## **POINTS TO CONSIDER:**

- 1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
- 2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment. This contract was extended December 1, 2015.
- 3) Spartan Fire and Emergency Apparatus is An Authorized Dealer of Pierce Manufacturing Co.
- 4) County Ordinance Sec. 11-114 authorizes the County upon the approval of Council to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
- 5) Letter of Recommendation from Samuel Brockington, Fire Services Coordinator and Chief Monty Tedder of the Hannah-Salem Friendfield Fire Department.

## **FUNDING FACTORS:**

\$474,646 = From bond funds under line item 330-451-428-200-9100.

\$474,646 = From CPSTII funds under line item 332-421-428-200-8600-5011.

## **OPTIONS:**

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

## **ATTACHMENTS:**

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract with Pierce Manufacturing Co.
- 3) Pierce Authorized Dealer Listing.
- 4) HGAC Price Worksheet and Quote from Spartan.
- 5) Letter of Recommendation dated November 25, 2015 from Samuel Brockington and Chief Monty Tedder of the Hannah-Salem-Friendfield Fire Department.



## Using the Program

### Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.  
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

### The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

### Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

**Scope of H-GAC's Professional Services**

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
PIERCE MANUFACTURING, INC.  
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

**ARTICLE 2: THE COMPLETE AGREEMENT**

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: FS12-13, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: FS12-13, including but not limited to, prices and options offered

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

**ARTICLE 3: LEGAL AUTHORITY**

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

**ARTICLE 4: APPLICABLE LAWS**

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

**ARTICLE 5: INDEPENDENT CONTRACTOR**

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

**ARTICLE 6: END USER AGREEMENTS**

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

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

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

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

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

**ARTICLE 9: REPORTING REQUIREMENTS**

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

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

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

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

**ARTICLE 11: SEVERABILITY**

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

**ARTICLE 12: DISPUTES**

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



**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

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

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

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

**ARTICLE 15: TERMINATION FOR CAUSE**

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

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

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

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

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

**ARTICLE 18: GOVERNING LAW & VENUE**

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

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

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

**ARTICLE 20: LIQUIDATED DAMAGES**

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

placed.

**ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**

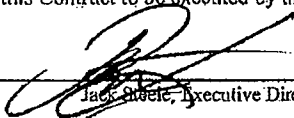
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

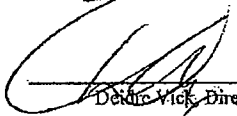
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

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

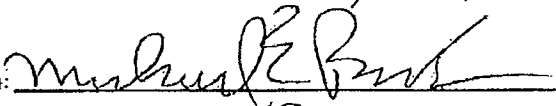
Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Steele, Executive Director

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

  
\_\_\_\_\_  
Debra Vicks, Director of Public Services  
Date: 12/20, 2013

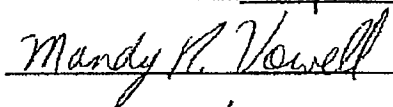
Signed for Pierce Manufacturing, Inc.  
Appleton, Wisconsin:

  
\_\_\_\_\_

Printed Name & Title: Michael E. Pack VP Finance

Date: 12/19 2013

Attest for Pierce Manufacturing, Inc.  
Appleton, Wisconsin:

  
\_\_\_\_\_

Printed Name & Title: Mandy R. Vowell Executive Assistant

Date: 12/19 2013

Pierce Dealership Contacts – FS12-13

Organization	Principal	Telephone	Fax	Mailing Address	Email Address
ATLANTIC EMERGENCY SOLUTIONS INC	JOE PACK	(703) 3939911	(703) 3938244	12351 RANDOLPH RIDGE LANE, MANASSAS VA 20109	jpack@piercemfg.com
CHURCHVILLE FIRE EQUIPMENT CORP	STEVE GULVIN	(585)2931688	(585)2931833	340 SANFORD RD S, CHURCHVILLE NY 14428-9548	stevegulvin@churchvillefire.com
CLAREY'S SAFETY EQUIPMENT INC	JAY CLAREY	(507)2896749*	(507)2895213	3555 9TH ST NW, PO BOX 5827, ROCHESTER MN 55903-5827	jayclarey@clareys.com
CONRAD FIRE EQUIPMENT INC	PAUL SCHULTZ/DENNIS MEYERS	(913)7805521	(913)7805251	887 N JAN-MAR COURT, OLATHE KS 66061	dmeyers@conradfire.com, pauls@conradfire.com
DARCH FIRE INC	SUSAN MILLER/JOHN DARCH	(800)2542049	(519)6227705	402 HARMONY ROAD UNIT 9, AYR ON N0B1E0	susan@darchfire.com, john@darchfire.com
EMERGENCY EQUIPMENT PROFESSIONALS	JEFF KUNTZ	(662)2804729	(662)3427251	PO Box 1739, SOUTHHAVEN MS 38671	jkuntz@eeproinc.com
EMERGENCY VEHICLE SPECIALISTY MID-SOUTH	ROBERT WHARTON, JR	(501) 3273200	(501)3273208	PO BOX 257, MEMPHIS TN 38106	jcollums@evsmid-south.com
FINLEY FIRE EQUIPMENT CO INC	JOHN W FINLEY	(740)9624328*	(740)9625422	20 SOUTH 5TH STREET, P.O. BOX 149, MCCONNELSVILLE OH 43756-0149	
FIRE & SAFETY CONSULTING	KENNETH R. MATTISON JR.	(920)8868153	(920)8868154	1907 AMERICAN DRIVE, NEENAH WI 54956-1236	
FIRE & SAFETY SERVICES LTD	DAVE RUSSELL	(800)4008017	(908)4120513	200 RYAN STREET, SOUTH PLAINFIELD NJ 07080	drussell@f-ss.com
FIRE APPARATUS & EQUIPMENT INC	SCOTT NILES/LESLIE NILES	(920)6674747*	(920)6674211	P.O. BOX 297, APPLETON WI 54912-0297	sjniles@hotmail.com, lniles@new.rr.com
FIREMATIC	MIKE K HANRATTY/PETER C HANRATTY	(631)9243181*	(631)9245202	PO BOX 187, YAPHANK NY 11980-0187	phanratty@firematic.com
FRONT RANGE FIRE APPARATUS LTD	DUANE DOUCETTE	(303)4499911*	(303)4491203	7600 MILLER COURT, LONGMONT CO 80504	duaned@frontrangefire.com
GLICK FIRE EQUIPMENT CO INC	DOUG GLICK	(717)2994120*	(717)2994324	PO BOX 69, SMOKETOWN PA 17576-0069	doug@glickfire.com
GLOBAL EMERGENCY PRODUCTS	MIKE MIKOOLA, JR./TOM KEISER	(630)8984995	(630)9781155	1401 N FARNSWORTH AVE, AURORA IL 60505-1611	mmikoola@temco1.com, tkeiser@temco1.com

Pierce Dealership Contacts – FS12-13

GOLDEN STATE FIRE APPARATUS INC	BILL WRIGHT/RYAN WRIGHT/DARON WRIGHT	(209)5220422	(209)5220464	1237 DOKER DRIVE, MODESTO CA 95351	bill@goldenstatefire.com, ryan@GoldenStateFire.com, daron@goldenstatefire.com
GUY MIYASHIRO AND CO INC (DIRECT)	GUY MIYASHIRO	(808)6780287*	(808)6760592	94-340 UKEE ST #7, WAIPAHU HI 96797	guym@hawaii.rr.com
HALT FIRE INC	TODD LINCOLN	(248)6690800*	(248)6698120	50168 WEST PONTIAC TRAIL, UNIT 5, WIXOM MI 48393	tlincoln@haltfire.net
HUGHES FIRE EQUIPMENT INC	REX HUGHES	(541)7470072	(541)7470073	910 SHELLEY ST, SPRINGFIELD OR 97477	rhughes@hughesfire.com
MICMAC FIRE & SAFETY LTD.	NICK WEATHERSTON	(902)4686060	(902)4689090	121 ILSLEY AVE UNIT K, DARTMOUTH NS B3B 1S4	nick@micmacfs.com
MINUTEMAN FIRE AND RESCUE APPARATUS	JEFF FOURNIER	(508)6683112*	(508)2166368	2181 PROVIDENCE HIGHWAY, WALPOLE MA 02081	jfournier@minutemantrucks.com
NORTH STAR FIRE APPARATUS	BRAD WHITE	(920)4504094	N/A	14607 FELTON CT. SUITE 109	bwhite@northstarfireapparatus.com
RELIANT FIRE APPARATUS INC	SCOTT KRUEGER	(262)3774944	(262)3775344	W63 N543 HANOVER AVENUE, PO BOX 688, CEDARBURG WI 53012	scottk@reliantfire.com
ROSS EQUIPMENT COMPANY INC	MERRILL ROSS	(801)5662437*	(801)5650671	7285 SOUTH 700 W, PO BOX 399, MIDVALE UT 84047-0399	merrillr@rossequip.com
SCHUHMACHER FIRE EQUIPMENT LLC	JOHN SCHUHMACHER	(636)2393867*	(636)2397830	308 E 8TH ST, PO BOX 342, WASHINGTON MO 63090	sfe342@sbcglobal.net
SIDDONS-MARTIN EMERGENCY GROUP INC	Leon Martin, Jr./Pat Siddons	(281)4426806*	(281)4420850	14233 INTERDRIVE WEST, HOUSTON TX 77032	jrmartin@martinapparatus.com
SOUTH COAST FIRE EQUIP INC	KEVIN NEWELL	(909)6739900*	(909)6739700	2020 S BAKER AVE, ONTARIO CA 91761	kevin@southcoastfire.net
SPARTAN FIRE & EMERGENCY APPARATUS	ROBERT E FORE IV	(864)5822376*	(864)5822377	319 SOUTHPORT ROAD, ROEBUCK SC 29376	
TEN-8 FIRE EQUIPMENT INC	DON BOUWER/DANN BOUWER/MARK JONES/ROBERT BOGGUS	(941)7567779*	(941)7562598	2904 59TH AVE DR E, BRADENTON FL 34203-5312	donbouwer@ten8fire.com, dannbouwer@ten8fire.com, mcjones@defense.oshkoshcorp.com, rfboggus@yahoo.com

Pierce Dealership Contacts – FS12-13

THIBAUT & ASSOCIATES*	JEAN THIBAUT	(819)4742111	(819)4747494	2250 ANDRE C. HAMEL, DRUMMONDVILLE QC J2C 8B1	thibault@thibaultassociates.com
TRIAD FIRE INC	DICK HASTINGS/GERALD SAPP	(336)9962771*	(336)9960649	330 PINEVIEW DR, PO BOX 588, KERNERSVILLE NC 27285	dickhastings@triadfire.com, gwsapp@triadfire.com
TYLER FIRE EQUIPMENT	WAYNE TYLER	(607)7341081*	(607)7341951	703 ERIE ST, PO BOX 4037, ELMIRA NY 14904	wtyler@tylerfire.com
WFR WHOLESALE FIRE & RESCUE LTD	BILL ALLEN/HIBA HODGES	(403)2790400	(888)2791966	8030, 11500 - 35TH STREET S.E., CALGARY AB T2Z 3W4	billa@wfrfire.com



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: FS12-13

Date Prepared: 11/25/2015

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Florence County, South Carolina (Hannah - Salem - Friendfield)	Contractor:	Pierce - Spartan Fire & Emergency Apparatus
Contact Person:	Patrick Fletcher, CPPB	Prepared By:	Alan Axson
Phone:	843-665-3019	Phone:	864-680-4728
Fax:	843-664-9668	Fax:	864-582-2377
Email:	<a href="mailto:pfletcher@florenceco.org">pfletcher@florenceco.org</a>	Email:	<a href="mailto:aaxson@spartanfire.com">aaxson@spartanfire.com</a>

Product Code:	UE01	Description:	Freightliner 2 Door Tanker
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 202,401.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 12,766.00
Subtotal B:			\$ 12,766.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 21,356.00
Subtotal C:			\$ 21,356.00

<b>Check:</b> 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:	10%
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**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	4	X Subtotal of A + B + C:	236523	=	Subtotal D:	\$ 946,092.00
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: \$ 2,000.00

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

Description	Cost	Description	Cost
South Carolina Sales Tax	\$1,200.00		
Subtotal F:			\$1,200.00

<b>Delivery Date:</b> 9.0-10.0 months after P.O.	<b>G. Total Purchase Price (D+E+F):</b>	\$ 949,292.00
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Mr. Patrick D. Fletcher, CPPB

Procurement Director

County of Florence

180 N. Irby Street MSC-R

Florence, SC 29501

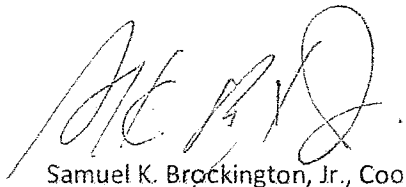
November 25, 2015

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Hannah-Salem-Friendfield Fire Department from Pierce Fire Apparatus and find the proposal to meet the intent of the new fire apparatus and equipment bond and the Capital Project Sales Tax and I further recommend they use 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 Monty Tedder and he recommends we purchase the tankers using the HGAC purchasing plan.

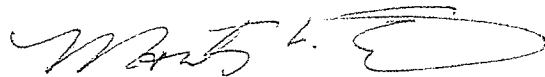
Should you have any questions, please do not hesitate to give me a call.

Yours truly,



Samuel K. Brockington, Jr., Coordinator

Florence County Fire-Rescue



Monty Tedder, Chief

Hannah-Salem-Friendfield Fire Department

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Howe Springs Fire Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Fireline Inc. (E-One) For The Purchase Of Three (3) E-One Custom Typhoon Side Mount Pumper With The Necessary Equipment For The Howe Springs Fire Department In The Amount Of \$1,649,996 (Including \$900 Vehicle Tax) As Funded By Bond Funds.

**POINTS TO CONSIDER:**

- 1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the H-GAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
- 2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire service apparatus of all types and other fleet equipment.
- 3) 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.
- 4) Letter of Recommendation from Samuel Brockington and Chief Billy Dillon of the Howe Springs Fire Department.

**FUNDING FACTORS:**

\$1,649,996 = Total cost of equipment for the Howe Springs Fire Department to be funded from bond funds under line item 330-451-428-130-9100.

**OPTIONS:**

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

**ATTACHMENTS:**

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract (Fireline Inc.).
- 3) HGAC Price Worksheet.
- 4) Letter of Recommendation dated November 30, 2015 from Sam Brockington and Chief Billy Dillon.





## 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  
E-ONE, INC.  
Ocala, Florida

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, E-One, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 1601 Southwest 37<sup>th</sup> Avenue, Ocala, Florida 34474.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a Fire Service Apparatus (All Types) Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Fire Service Apparatus (All Types) offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Fire Service Apparatus (All Types) through the H-GAC Contract to END USERS in states other than Texas.

**ARTICLE 2: THE COMPLETE AGREEMENT**

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: FS12-13, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: FS12-13, including but not limited to, prices and options offered

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

**ARTICLE 3: LEGAL AUTHORITY**

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

**ARTICLE 4: APPLICABLE LAWS**

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

**ARTICLE 5: INDEPENDENT CONTRACTOR**

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

**ARTICLE 6: END USER AGREEMENTS**

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

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

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

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

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

**ARTICLE 9:****REPORTING REQUIREMENTS**

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

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

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

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

**ARTICLE 11:****SEVERABILITY**

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

**ARTICLE 12:****DISPUTES**

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

**ARTICLE 13:****LIMITATION OF CONTRACTOR'S LIABILITY**

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

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

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

**ARTICLE 15:****TERMINATION FOR CAUSE**

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

**ARTICLE 16:****TERMINATION FOR CONVENIENCE**

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

**ARTICLE 17:****CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

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

**ARTICLE 18:****GOVERNING LAW & VENUE**

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

**ARTICLE 19:****PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

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

**ARTICLE 20:****LIQUIDATED DAMAGES**

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

placed.

**ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**

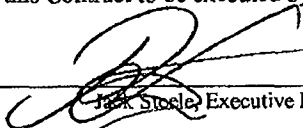
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**


CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

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

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


  
\_\_\_\_\_  
Jack Steele, Executive Director

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

  
\_\_\_\_\_  
Deidre Vick, Director of Public Services

Date: Dec 18, 2013

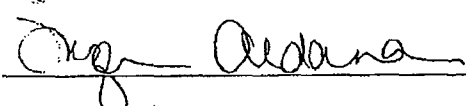
Signed for E-One, Inc.  
Ocala, Florida:

  
\_\_\_\_\_

Printed Name & Title: Sam Itani, VP Sales

Date: 12-17 2013

Attest for E-One, Inc.  
Ocala, Florida:

  
\_\_\_\_\_

Printed Name & Title: Shannon Aldana, Executive Assistant

Date: December 18, 2013

**Attachment A  
E-One, Inc.  
Fire Service Apparatus (All Types)  
Contract No. FS12-13**

<b>Emergency One (E-One)</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
JA01	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP75 - 75 FT. 550# Tip Load, Rear Mount Telescoping Ladder	\$ 591,511.00
JA02	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 650# Tip Load, Rear Mount Telescoping Ladder	\$ 609,548.00
JA03	E-One Quest, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 825# Tip Load, Rear Mount Telescoping Ladder	\$ 612,514.00
JA04	E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	\$ 574,501.00
JA05	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 550# Tip Load, Rear Mounted Telescoping Ladder	\$ 785,561.00
JA06	E-ONE Quest, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum CR137 - 137 FT. 300-800# Tip Load, Rear Mount Telescoping Ladder	\$ 808,594.00
JA07	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L193 - 95' 1305# Tip Load, Mid-Mounted Telescoping Ladder Platform	\$ 951,167.00
JA08	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 870,050.00
JA09	E-ONE Cyclone II, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 912,129.00
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
JB01	E-ONE International 4300 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	\$ 202,706.00
<b>C. Pumper Fire Apparatus</b>		
JC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 213,678.00
JC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 217,236.00
JC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 222,511.00
JC04	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 294,379.00
JC06	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	\$ 357,830.00

JC07	E-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 350,399.00
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		
JD01	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$181,716.00
JD02	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$185,428.00
JD03	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$190,570.00
JD04	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$145,238.00
JD05	International Terra Star, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$156,261.00
JD06	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$286,121.00
JD07	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$199,442.00
JD08	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$203,184.00
JD09	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$208,398.00
JD12	E-One Cyclone II, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$315,171.00
<b>E. Pumper/Tankers &amp; Tankers</b>		
JE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$242,986.00
JE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$243,604.00
JE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$248,268.00
JE04	E-ONE CYCLONE II, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$367,958.00
JE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$191,169.00
JE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$194,686.00
JE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$197,947.00
JE08	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$209,293.00
JE09	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$210,836.00
JE10	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$213,998.00
JE11	International 4400, 2-Door, Commercial Cab, Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Single Axle, 500 GPM Pump	\$234,059.00
JE12	International, 2-Door, Commercial Cab, Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Tandem Axle, 500 GPM Pump	\$258,543.00
<b>F. Airport Rescue Fire-Fighting Vehicles</b>		
JF01	E-ONE Titan Force 4x4 P701-Class 4 ARFF, Coil Spring Suspension, 1585 water/205 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant)	\$744,520.00
JF02	E-ONE Titan Force 6x6 P711, Class 5 ARFF, Coil Spring Suspension, 3170 water/420 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	\$875,670.00





**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

FS12-13

Date Prepared:

11/29/2015

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

Buying Agency:	Howe Springs Fire Rescue	Contractor:	Fireline Inc (E-ONE)
Contact Person:	Patrick Fletcher	Prepared By:	Ryan McDonel
Phone:	1-843-665-3019	Phone:	1-770-601-3389
Fax:	1-843-664-9668	Fax:	1-770-868-4455
Email:	<a href="mailto:pfletcher@florenceco.org">pfletcher@florenceco.org</a>	Email:	<a href="mailto:ryanmcdonel@firelineinc.com">ryanmcdonel@firelineinc.com</a>
Product Code:	JC04	Description:	E-One Custom Typhoon Side Mount Pumper with 2000 GPM Hale Pump and 1200 gallons of water with an enclosed pump panel

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 316,624.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1200-0236 Change ISL 330 2013 Engine to ISL 450 2013	\$19,543	4015-0018-0018 Hale MIV-E	\$3,947
3300-0017 Two (2) Roll Up Doors with Satin finish ( 45" H)	\$1,912	4015-0019 Hale MIV-M	\$3,386
3300-0019 Six (6) Tall Roll Up Doors	\$8,184	4417-0020 Deck Gun Remote TFT Electric 18" Extenda	\$4,633
4005-0016 Increase Hale 1250 pump to Hale Qmax 1500-2000	\$5,451	4417-0043 Task Force Hurrigan RC Electric 1250 GPM Monite	\$15,033
4015-0022 Pump Mechanical Seal	\$871	4435-0089 IC-10 LED SL Series/Whelen PS Tank Gauge pkg	\$2,115
4415-0194 2.5" front bumper discharge Akron Manual Valve	\$2,080	4435-0090 Additional PS Tank light	\$515
4415-0018 L&R/Front hose bed discharge (2) Akron Manual V	\$3,394	4450-0063 Direct 2.5" Tank Refill Valve	\$1,715
4415-0576 4" Right pump panel discharge Akron electric Valve	\$4,570	4465-0003 FRC InControl Governor with Eng. & Master Gaug	\$6,340
4440-0058 5" Rear Intake w/5" electric valve and relief	\$7,198	3136-0000 Air Horn at pump panel	\$161
4440-0084 5" Front Intake with manual valve and relief	\$7,515	3305-0285 Powered 2 piece T/P hose bed cover / center div.	\$6,894
4445-0005 Add 6" swivel to front intake	\$2,510	3320-0006 SCBA Cast Bottle Storage with Hinged doors	\$1,273
4435-0034 Pump Panel Fuel gauge	\$398	3220-0007 SCBA Storage Compartment (7) with doors	\$1,362
4015-0008 Zinc Annodes to Hale Pump (2)	\$371		
4015-0014 Hale TRV-120 Thermal Relief Valve	\$953	<b>Subtotal From Additional Sheet(s):</b>	\$ 63,325
		<b>Subtotal B:</b>	\$ 175,649

**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
1160-0010 Heavy Duty Painted Steel Bumper	\$ 2,316	1025-0005 18.7k Front Axle	\$ 18,113
1160-0159 30" Bumper Extension Gravel Shield	\$ 972	1025-0018 31 K Rear Axle	\$ 15,095
1150-0292 Bumper Tray and Raised T/P Cover Package	\$ 4,067	<b>Subtotal From Additional Sheet(s):</b>	\$ 8,638.00
1250-0006 Frame Liner	\$ 3,158	<b>Subtotal C:</b>	\$ 52,359

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:

11%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	3	X Subtotal of A + B + C:	\$544,632.00	=	Subtotal D:	\$ 1,633,896.00
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)**

Subtotal E: \$ 2,000.00

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

Description	Cost	Description	Cost
		Prep, Delivery, Convenience Package	\$ 5,700.00
Sc Sales Tax \$300.00 x 3	\$ 900.00		
Inspection Trips	\$ 7,500.00	<b>Subtotal F:</b>	\$ 14,100.00

Delivery Date: 210-240 CALENDER Days after Pre-Con. and all Changes are Signed off

**G. Total Purchase Price (D+E+F):**

\$ 1,649,996.00

Mr. Patrick D. Fletcher, CPPB

Procurement Director

County of Florence

180 N. Irby Street MSC-R

Florence, SC 29501

November 25, 2015

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Howe Springs Fire Department from E-One Fire Apparatus and find the proposal to meet the intent of the new fire apparatus and equipment bond and I further recommend they use 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 Billy Dillon and he recommends we purchase the pumpers using the HGAC purchasing plan.

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

Yours truly,



Samuel K. Brockington, Jr., Coordinator

Florence County Fire-Rescue



Billy Dillon, Chief

Howe Springs Fire Department

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Howe Springs 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 Eighty Four (84) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) And One Hundred Sixty Eight (168) 45 Minute Cylinders From Safe Industries For The Howe Springs Fire Department In The Amount Of \$545,741.80 (Including Tax And The Trade-In of 56 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) Safe Industries 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 Billy Dillon.

## **FUNDING FACTORS:**

\$545,741.80 = Total cost of equipment for the Howe Springs Fire Department to be funded from bond funds under line item 330-451-428-130-9200.

## **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 Safe Industries.
- 4) HGAC Price Worksheet.
- 5) Recommendation Letter from Samuel Brockington and Chief Billy Dillon dated November 25, 2015.



## 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]**

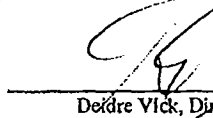
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract 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:

  
\_\_\_\_\_

Printed Name & Title: Steven C. Blanco  
Corporate VP and General Manager Northern 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, 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 Safe Industries, (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.

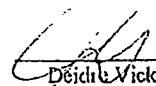
Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect

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

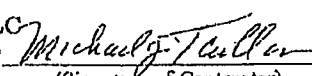
Signed for Houston-Galveston Area Council:

  
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council:

  
Deidre Wick, Public Services Director  
Date: 7/11, 2015

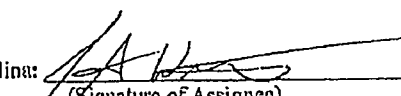
Signed for Mine Safety Appliances, LLC  
Cranberry, Pennsylvania:

  
(Signature of Contractor)

Date: November 5, 2015

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

Signed for Safe Industries  
Piedmont, South Carolina:

  
(Signature of Assignee)

Date: 11-6-15

Louis A. Williams, President  
Printed Name & Title



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

EE08-15

Date Prepared:

30-Nov

**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.**

<b>Buying Agency:</b>	County of Florence	<b>Contractor:</b>	All Source Enterprise DBA Safe Industries
<b>Contact Person:</b>	Patrick Fletcher	<b>Prepared By:</b>	Lee Perkins
<b>Phone:</b>	(843)665-3018	<b>Phone:</b>	(864)845-7175
<b>Fax:</b>	(864)664-9668	<b>Fax:</b>	(864)845-7176
<b>Email:</b>	pfletcher@florenceco.org	<b>Email:</b>	lperkins@safeindustries.com

<b>Product Code:</b>	ADC	<b>Description:</b>	MSA G-1 SCBA 4500 PSI 45 Min Cylinder
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

**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
AirMask ATO-G1FS442MA2COLAA 84 @ 4118.04	345915.36		
Facepiece ATO G1FPPM1M4C1 84@ 257.04	21591.36		
10156424-sp G1 4500psi 45 min cylinder 168@ 768.96	129185.28		
10156465 Hose and pouch 84 @ 572.40	48081.6		
10149702-sp adapter 168 @ 32.40	5443.2		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	550216.8

**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
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	0

<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	0%
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**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

<b>Quantity Ordered:</b>	1	<b>X Subtotal of A + B + C:</b>	550216.8	=	<b>Subtotal D:</b>	550216.8
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**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
HGAC Fee	8125		
Trade In Value	-12600		
		<b>Subtotal E:</b>	-4475

<b>Delivery Date:</b>	180 Days	<b>F. Total Purchase Price (D+E):</b>	545741.8
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Mr. Patrick D. Fletcher, CPPB

Procurement Director

County of Florence

180 N. Irby Street MSC-R

Florence, SC 29501

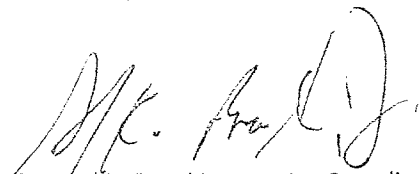
November 25, 2015

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Howe Springs Fire Department from Safe Industries for MSA Breathing Apparatus and related equipment and find the proposal to meet the intent of the new fire apparatus and equipment bond and I further recommend they use the HGAC purchasing plan. The specifications for these Self Contained Breathing Apparatus are appropriate for their needs and the cost is reasonable based on industry standards. Furthermore, I have discussed this project with Chief Billy Dillon and he recommends we purchase the Breathing Equipment using the HGAC purchasing plan.

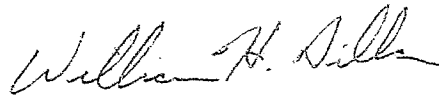
Should you have any questions, please do not hesitate to give me a call.

Yours truly,



Samuel K. Brockington, Jr., Coordinator

Florence County Fire-Rescue



Billy Dillon, Chief

Howe Springs Fire Department

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Procurement Department

**ISSUE UNDER CONSIDERATION:**

Authorize The Award Of Bid No. 18-15/16 For MBC Stone For District 6 Road Projects To CR Jackson, Florence, South Carolina In The Amount Of \$782,358.00 To Be Funded From CPST II Funds. (*7 Compliant Bids Received*).

**POINTS TO CONSIDER:**

- 1) Bid No. 18-15/16 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on November 12, 2015.
- 2) Seven (7) bids were received; Seven (7) bids were compliant.
- 3) CR Jackson, Florence, SC was the lowest responsible, responsive bidder in the amount of \$782,358.00.
- 4) Mike Meetze, Program Manager recommends awarding to the low bidder.

**FUNDING FACTORS:**

\$782,358.00 = Cost of MBC Stone for eleven (11) District #6 road projects to be funded from CPST II funds. The roads are: Willow Grove Road, Havan Road, Antique Circle, Diamond Head Loop Road, Tabernacle Road, Cart Road, Fleetwood Road, Large Farm Road, Freeman Lane, Nita Cain Road, and Gum Road.

**OPTIONS:**

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

**ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Recommendation letter from Mike Meetze, Program Manager Davis and Floyd dated December 1, 2015.

Florence County  
 Dept: Public Works/CPST-II  
 Bid # 18-15/16 MBC Stone for District 6

Date: December 1, 2015

Name of Bidder	Submitted Bid**	Local 5% Deduction*	Bid Total w/Local Deduction
C.R. JACKSON, FLORENCE, SC	\$782,358.00	-\$39,117.90	\$743,240.10
GREEN'S TRUCKING COMPANY, FLORENCE, SC	\$909,070.25	-\$45,453.51	\$863,616.74
PALMETTO CORP, FLORENCE, SC	\$1,005,130.74	-\$50,256.54	\$954,874.20
KIRVEN CONSTRUCTION, INC DARLINGTON, SC	\$907,004.52	N/A	\$907,004.52
PSI OF CONWAY LLC CONWAY, SC	\$1,050,215.76	N/A	\$1,050,215.76
WADE-LOTT, INC	\$1,137,707.09	N/A	\$1,137,707.09
HERITAGE HAULING INC CONWAY, SC	\$847,381.48	N/A	\$847,381.48

\*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.

Memorandum – December 1, 2015

To: Rusty Smith  
Florence County Administrator

From: Mike Meetze  
CPST II Program Administrator

Re: Recommendation for Award of 6” MBC Stone for District 6 Roads  
Bid # 18-15/16

Bids were received December 1, 2015 for the placement of 6” MBC Stone on the following roads in District 6 as part of the CPST II Program.

CPST II Project No. 270:	Willow Grove Rd.	5,460 tons
CPST II Project No. 271:	Haven Rd.	2,240 tons
CPST II Project No. 275:	Antique Cir.	1,750 tons
CPST II Project No. 276:	Diamond Head Loop Rd.	11,900 tons
CPST II Project No. 279:	Tabernacle Rd.	8,557 tons
CPST II Project No. 281:	Cart Rd.	3,080 tons
CPST II Project No. 288:	Fleetwood Dr.	84 tons
CPST II Project No. 291:	Large Farm Rd.	735 tons
CPST II Project No. 295:	Freeman Ln.	1,155 tons
CPST II Project No. 296:	Nita Cain Rd.	4,620 tons
CPST II Project No. 298:	Gum Rd.	4,620 tons
	<u>Bid Quantity</u>	<u>44,201 tons</u>

I recommend for Council to Award Bid No. 18-15/16, 6” MBC Stone for District 6, in the amount of \$782,358.00 from Capital Project Sales Tax II Funds.



**FLORENCE COUNTY COUNCIL MEETING**  
**December 10, 2015**

**AGENDA ITEM:** Other Business  
Council District #3

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$48,090.00 from Council District #3 funding allocations to pay for 6" of MBC stone for Anderson Farm Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** \_\_\_\_\_  
**Requested by Councilmember:** Alphonso Bradley

Date: \_\_\_\_\_

**ATTACHMENTS:**

---

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

---

Connie Y. Haselden, Clerk to Council

**FLORENCE COUNTY COUNCIL MEETING**

December 10, 2015

**AGENDA ITEM:** Other Business  
Council District #6

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$28,000.00 from Council District #6 funding allocations to pay for MBC Stone for Fore Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** \_\_\_\_\_  
Requested by Councilmember: Steven Deberry

Date: \_\_\_\_\_

**ATTACHMENTS:**

\_\_\_\_\_  
I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

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

**FLORENCE COUNTY COUNCIL MEETING**

December 10, 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 for Mill Branch Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** \_\_\_\_\_  
Requested by Councilmember: 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**

December 10, 2015

**AGENDA ITEM:** Other Business  
Council District #7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$260,000.00 from Council District #7 funding allocations to pay for the resurfacing of Stephenson Road, Hollings Avenue and Middleton Avenue in the Wood Mount Subdivision.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** \_\_\_\_\_  
Requested by Councilmember: Waymon Mumford

Date: \_\_\_\_\_

**ATTACHMENTS:**

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I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

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Connie Y. Haselden, Clerk to Council

**PROPOSED ADDITIONS TO THE  
DECEMBER 10, 2015 MEETING AGENDA**

**DESCRIPTION**  
(Requested by)

**DATE REC'D**

**ITEM**

**APPEARANCES:**

Charles MacNeil, Executive Director – PDRTA	12/07/15	Mr. MacNeil Requests To Appear Before Council To Share A New Bus Service Initiative He Is Working On In The Olanta-Timmonsville Area That Is Anticipated Starting In January.
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**ORDINANCES IN  
POSITION:**

Introduce Ordinance No. 24- 2015/16 By Title Only	12/03/15	An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The “County”) And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.
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**BOARDS &  
COMMISSIONS:**

Library Board of Trustees	12/3/15	Approve The Re-Appointment Of Robert Jordan To Serve On The Library Board Of Trustees, Representing Council District 2 With Appropriate Expiration Term.
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**OTHER BUSINESS:**

Infrastructure – Olanta Magistrate’s Office	12/04/15	Approve The Expenditure In An Amount Not To Exceed \$1,300 From Council District 1 Infrastructure Funding Allocation For Carpet Replacement In The Olanta Magistrate’s Office.
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RSMF – Plantation Road	12/07/15	Approve The Expenditure Of Up To \$3,750 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone For Plantation Road ( <i>Five Loads Of MBC Stone To Be Placed Per Map</i> ).
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**FLORENCE COUNTY COUNCIL MEETING**  
**Proposed Addition to the Agenda**  
December 10, 2015

**AGENDA ITEM:** Appearances Before Council  
Chuck MacNeil, Executive Director, PDRTA

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Mr. MacNeil Requests To Appear Before Council To Share A New Bus Service Initiative He Is Working On In The Olanta-Timmonsville Area That Is Anticipated Starting In January.

**ATTACHMENT:**

A Copy of the Request To Appear.

## Connie Haselden

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**From:** Charles MacNeil <cmacneil@pdrta.org>  
**Sent:** Monday, December 07, 2015 9:27 AM  
**To:** Connie Haselden  
**Subject:** Dec 10 Agenda

Connie:

Happy Holidays!! I spoke with Rusty this morning to share a new bus service initiative I am working on in the Olanta – Timmonsville area that we hope to start in January. I offered to provide a brief report to the Council. Rusty said to contact you to ask to amend this week's agenda and be placed on it. Please let me know if that is possible.

Thank you.

Chuck MacNeil  
Executive Director  
PDRTA  
313 S. Stadium Rd.  
Florence, SC 29506  
843-665-2227, Ext 9

**FLORENCE COUNTY COUNCIL MEETING**  
**Proposed Addition to the Agenda**  
**December 10, 2015**

**AGENDA ITEM:** Introduction of Ordinance No. 24-2015/16 By Title Only

**DEPARTMENT:** Economic Development Partnership

**ISSUE UNDER CONSIDERATION:**

(An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.)

**OPTIONS:**

1. *(Recommended)* Introduce Ordinance No. 24-2015/16 By Title Only.
2. Provide An Alternate Directive.

**ATTACHMENT:**

1. Copy of proposed Ordinance No. 24-2015/16 Title.



Sponsor(s) : County Council  
Introduction : December 10, 2015  
Committee Referral :  
Committee Consideration Date :  
Committee Recommendation :  
Public Hearing :  
Second Reading :  
Third Reading :  
Effective Date : Immediately

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

**ORDINANCE NO. 24-2015/16**

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

**[An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.]**

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Boards & Commissions  
Florence County Library Board of Trustees

**DEPARTMENT:** County Council  
Council Chairman Roger M. Poston, District 2

**ISSUE UNDER CONSIDERATION:**

Approve The Re-Appointment Of Robert Jordan To Serve On The Library Board Of Trustees, Representing Council District 2 With Appropriate Expiration Term.

**ATTACHMENTS:**

1. List of current County appointees to the Florence County Library Board of Trustees.

## FLORENCE COUNTY LIBRARY BOARD OF TRUSTEES

**AUTHORITY:**  
**APPOINTED BY:**

**Ordinances #6-78/79 & #16-84/85**  
**County Council**

**MEMBERSHIP**  
**ROSTER**

Nine (9) members to be appointed by Council with one to be from each Council District of the County. Terms shall be for four years and until successors are appointed and qualified.

<u>SEAT</u>	<u>DIST.</u>	<u>COUNCIL</u> <u>APPOINTEE</u>	<u>DATE</u> <u>APPT.</u>	<u>TERM</u> <u>EXPIRES</u>
1	2	Robert Jordan P O Box 728 Johnsonville, SC 29555 <a href="mailto:rjville@frontier.com">rjville@frontier.com</a>	843 386-3857 843 621-3325	08/11 4/2015
2	4	Patricia Hyman 2340 E. Lynches River Road Timmonsville, SC 29161	346-5614	09/14 4/2016
3	7	Margie Smith Post Office Box 5086 Florence, SC 29502	496-6665 - C	03/99 4/2017
4	8	Angela Lorenz 608 Fairway Dr. Florence, SC 29501	662-3495 - H	02/05 4/2016
5	9	Charles Howle 203 S. Barrington Dr. Florence, SC 29501	667-1116	01/10 4/2017
6	3	Yvette Pierce 988 Leyland Drive Florence, SC 29501	629-1428 - H	07/96 4/2016
7	5	Charlie Raines Post Office Box 68 Olanta, SC 29114	843-373-8398	05/13 4/2017
8	6	Ms. Janis Munnerlyn 3504 E. Palmetto Street Florence, SC 29506	662-7286 - H 662-6594 – Mother’s	08/88 4/2016
9	1	Dr. Sharon Askins 178 S Acline St. P O Box 1322 Lake City, SC 29560	803 774-8831 – O 803 774-8879 - Fax	06/11 4/2016

**FLORENCE COUNTY COUNCIL MEETING**  
**Proposed Addition to the Agenda**  
December 10, 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 \$1,300 From Council District 1 Infrastructure Funding Allocation For Carpet Replacement In The Olanta Magistrate's Office.

**FUNDING SOURCE:**

XXX Infrastructure  
       Road System Maintenance  
       Utility

**SIGNED:** \_\_\_\_\_  
Requested by Councilmember: Jason M. Springs

Date: \_\_\_\_\_

**ATTACHMENTS:**

1. Estimate

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I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

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Connie Y. Haselden, Clerk to Council



Auth: *Delaine Martin*  
 629-8742  
 Judqis *Dre only*

1998 Celebration Blvd  
 Florence, South Carolina 29501  
 Phone: (843) 413-5388  
 Fax: (843) 413-5389

NAME		PHONE NUMBER	MEASUREMENT DATE	INSTALLATION DATE	
INSTALLATION ADDRESS		ESTIMATE	SQ. FT.	INSTALLER NAME	
CITY, STATE, ZIP CODE		TYPE OF ORDER	SQ. FT.	DATE OUT	
AREA	PRODUCT DESCRIPTION	COLOR/PATTERN	SIZE	PRICE PER UNIT	TOTAL PRICE
<i>Home County Truro</i>	<i>Chassis in Atlanta</i>	<i>Take Action</i>	<i>12x24</i>	<i>15.50</i>	<i>496.00</i>
<i>Blount County</i>	<i>College Carpet</i>	<i>4 inch black</i>		<i>45.00</i>	<i>45.00</i>
<i>Blount County</i>	<i>Core base</i>			<i>51.00</i>	<i>51.00</i>
<i>Blount County</i>	<i>Core base</i>			<i>18.00</i>	<i>36.00</i>
<i>Blount County</i>	<i>Grout</i>				<i>90.00</i>
All selections approved by: _____ Date: _____ Purchaser Signature		MISC. ACCESSORIES OR LABOR CHARGES <i>Labor taking material</i> <i>may's sub-platform</i> <i>stairs</i> <i>490.00</i>			
All extras over my set allowances made by the Builder I acknowledge and agree to pay: _____ Date: _____ Purchaser Signature		LABOR SUBTOTAL <i>490.00</i> MATERIAL SUBTOTAL <i>718.00</i> TAX <i>57.45</i> TOTAL <i>1255.45</i>			
Designer: _____		LESS DEPOSIT BALANCE DUE			

# FLORENCE COUNTY COUNCIL MEETING

December 10, 2015

**AGENDA ITEM:** Other Business  
Council District #2

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$3,750.00 from Council District #2 funding allocations to pay for MBC Stone for Plantation Road. Five loads of MBC stone to be placed per map.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** \_\_\_\_\_

**Requested by Councilmember: Roger Poston**

Date: \_\_\_\_\_

**ATTACHMENTS :** Map Attached

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I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

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Connie Y. Haselden, Clerk to Council

