

VII. APPEARANCES:

LOU PALM, CHAIRMAN – FLORENCE COUNTY LONG TERM RECOVERY GROUP [36]

Mr. Palm Requests To Appear Before Council To Present An Update On The Status And Activities Of The Group.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

(Chairman Poston, Councilmen Mumford, Schofield and Springs)

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 DeBerry/Chair, Councilmen Mumford and Dorriety)

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:

1. RESOLUTION NO. 14-2015/16 [38]

A Resolution Requesting Florence County To Enter Into A Contract To Administer Certain Planning And Building Code Enforcement Services For The City Of Lake City; And Other Matters Related Thereto.

2. RESOLUTION NO. 15-2015/16 [48]

A Resolution Authorizing The Entering Into A Law Enforcement Assistance Agreement Between The City Of Lake City And The Florence County Sheriff's Office For The Provision Of A Sheriff's Deputy To Exercise The Administrative Duties Of The Police Chief Of The City Of Lake City.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 21-2015/16 [58]

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 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 [65]

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 [72]

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.

B. SECOND READING

1. ORDINANCE NO. 38-2014/15 *(Deferral)* [111]

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. 24-2015/16 *(Company Requests Deferral)* [114]

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.

C. INTRODUCTION

ORDINANCE NO. 25-2015/16 [116]

An Ordinance Developing A Multi-County Industrial Park With Darlington County Authorizing The Execution And Delivery Of An Agreement Governing The Multi-County Industrial Park; Authorizing The Inclusion Of Certain Property Located In Florence County And Darlington County In The Multi-County Industrial Park; And Other Related Matters.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. MONTHLY FINANCIAL REPORTS

[131]

Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through December 31, 2015 As An Item For The Record.

2. DUKE ENERGY PROGRESS, INC. EASEMENT

[148]

Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Relocate Utility Poles As Required For The Capital Project Sales Tax 1 Project – Highway 51 Widening Project.

B. ADMINISTRATION/SOLICITOR'S OFFICE

UNDERSERVED VICTIMS OF VIOLENT CRIME GRANT

[151]

The Solicitor's Office Received An Underserved Victims Of Violent Crime Grant For A Victim Advocate Position For The Period Of January 1, 2016 Through September 30, 2016; The Solicitor Will Employ A Victim Advocate For One-Year And Fund The Additional Costs; No Funding Is Required By The County And No Action Is Required By Council.

C. ADMINISTRATION/FINANCE/FACILITIES MANAGEMENT

PUBLIC SERVICE BUILDING KITCHEN UPDATES

[158]

Approve Funding For Improvements To The Kitchen At The Florence County Public Service Building In An Amount Not To Exceed \$3,500 From Contingency Funds.

D. FINANCE

ACCEPTANCE OF FISCAL YEAR ENDED JUNE 30, 2015 AUDIT

[160]

Accept The Audit For Fiscal Year Ended June 30, 2015 As Presented.

E. FINANCE/RISK MANAGEMENT/PROCUREMENT

AWARD BID NO. 24-15/16

[161]

Award Bid No. 24-15/16 For Builder's Risk Insurance For The New Judicial Center To Cornell-Streett & Patterson Insurance Services Of Florence, SC In The Amount Of \$35,275.00 From The Judicial Capital Project Fund. *(3 Compliant Bids Received)*

F. PROCUREMENT

1. **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES** [164]
Authorize ICA Engineering From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Ben Gause And Silver Leaf Roads In The Amount Of \$50,000 To Be Funded From Capital Project Sales Tax II Funds.

2. **DECLARATION OF SURPLUS PROPERTY** [169]
Declare Two (2) Vehicles, Two (2) Trucks And One (1) Dump Truck As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

3. **REVIEW PANEL APPOINTMENT** [171]
Appoint A Member Of Council To Serve On The Review Panel For The Civic Center Expansion (RFQ No. 28-15/16).

G. PROCUREMENT/ADMINISTRATION

- CONTRACT APPROVAL** [172]
Authorize Additional Services To Davis And Floyd Program Manager Contract For The Necessary Construction Engineering And Inspection Services (CEI) For Resurfacing Projects In Districts 7, 8 And 9 Previously Approved By Council, In An Amount Not To Exceed \$80,000 To Be Funded From Capital Project Sales Tax II Funds.

H. SHERIFF

1. **GRANT APPLICATION – DUI ENFORCEMENT** [178]
Approve The Submission Of A SC Department of Public Safety Grant Application For Funding In The Amount Of \$453,721 Under The Fiscal Year 2017 Office of Highway Safety And Justice Programs To Provide For The Personnel & Equipment Costs Of Four Additional DUI Enforcement Deputies For The Florence County Sheriff's Office.

2. **GRANT APPLICATION – TRAFFIC SAFETY ENFORCEMENT** [180]
Approve The Submission Of A SC Department of Public Safety Grant Application For Funding In The Amount Of \$453,721 Under The Fiscal Year 2017 Office of Highway Safety And Justice Programs To Provide For The Personnel & Equipment Costs Of Four Additional Traffic Safety Enforcement Deputies For The Florence County Sheriff's Office.

3. **INCREASE IN SALARY FOR UCR MANAGER** [182]
Authorize An Increase In Salary For A UCR Manager (Slot #128) In The Sheriff's Office To Be Funded From FY16 Budgeted Funds. (*Request Is Budget Neutral*)

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. **RESURRECTION RESCUE MISSION** [184]
Declare V0821, A 2002 Chevy Tahoe (VIN #GNEC13Z52J339645) As Surplus; Authorize The Sale Of The Vehicle To The Resurrection Rescue Mission In The Amount Of \$3,500; And, Approve The Expenditure In An Amount Up To \$3,500 From Council District 3 Infrastructure Funding Allocation To Assist With The Purchase.

2. **TOWN OF TIMMONSVILLE** [185]
Declare VS363, A 2013 Dodge Charger (VIN #2C3CDXAT7DH608042) As Surplus; Authorize The Sale Of The Vehicle To The Town Of Timmonsville In The Amount Of \$10,000; And, Approve The Expenditure In An Amount Up To \$10,000 From Council District 4 Infrastructure Funding Allocation To Assist With The Purchase.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. **BAG PIPE CIRCLE** [187]
Approve The Expenditure Of Up To \$38,430 From Council District 5 RSMF Funding Allocation To Pay For 6" Reclamation/Cement And 1 ½" Surface Type C On Bag Pipe Circle.

2. **FOX HILL ROAD** [188]
Approve The Expenditure Of Up To \$3,750 From Council District 2 RSMF Funding Allocation To Pay For 6" Of MBC Stone For Fox Hill Road.

3. **WILMER ROAD** [190]
Approve The Expenditure Of Up To \$17,640 From Council District 5 RSMF Funding Allocation To Pay For 6" Of MBC Stone On A Portion (720') Of Wilmer Road.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the January 21, 2016 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, JANUARY 21, 2016, 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
Alphonso Bradley, Council Member
Kent C. Caudle, Council Member
Willard Dorriety, Jr., Council Member
H. Steven DeBerry, IV, Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:

Jason M. Springs, Council Member

ALSO PRESENT:

Connie Reel-Shearin, Clerk of Court
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Bonnie K. Andrews, Human Resources Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Ronnie Pridgen, Parks & Recreation Department Director
Patrick Fletcher, Procurement Director
Jack Newsome, Tax Assessor
Samuel K. Brockington, Fire/Rescue Services Coordinator
Alan Smith, Library Director
Randy Godbold, VA Officer
Doris O'Hara, Deputy Clerk of Court
Dale Rauch, Facilities
Joshua Lloyd, Morning News Staffwriter (entered at 9:16 a.m.)
Tonya Brown, WPDE TV15 News Reporter (entered at 9:55 a.m.)

A notice of the regular meeting of the Florence County Council appeared in the January 20, 2016 edition of the MORNING NEWS. In compliance with the Freedom of Information Act, copies of the meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County's website (www.florenceco.org).

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

ELECTION OF OFFICERS FOR 2016

Chairman Poston turned the gavel over to County Attorney D. Malloy McEachin, Jr. to preside over the Election of Officers for 2016. Mr. McEachin opened the floor for nominations for Chairman. Councilman Caudle nominated Roger M. Poston to serve as Chairman for 2016. Councilman Dorriety seconded the motion, which was approved unanimously, with Councilman Springs voting by Proxy (a copy is attached and incorporated by reference).

Mr. McEachin opened the floor for nominations for Vice Chairman for 2016. Councilman DeBerry nominated Councilman Kent C. Caudle to serve as Vice Chairman for 2016. Councilman Bradley seconded the motion, which was approved unanimously with Councilman Springs voting by Proxy (a copy is attached and incorporated by reference).

Mr. McEachin opened the floor for nominations for Secretary-Chaplain for 2016. Councilman Bradley nominated Mitchell Kirby as Secretary-Chaplain for 2016. Councilman Dorriety seconded the motion, which was approved unanimously, with Councilman Springs voting by Proxy (a copy is attached and incorporated by reference).

Chairman Poston declared a brief recess to reset the dais. Council recessed at 9:03 a.m.

Chairman Poston reconvened the meeting at 9:08 a.m.

CHAIRMAN POSTON:

Chairman Poston stated, "I would like to thank you for the honor of Chairing this Council. In 2015 I promised to keep the County in the same direction it was going in the previous two years and that's what we done. We promised the citizens of this County that we would complete all the capital projects that was voted on by the citizens and it's this Council's job to see them through. I have in front of me this list of just many, many different projects; I'm not going to bore you with them. You can go online and see them, all this County is working on at this time, but just to name a few: extension of Greenwood manned convenience center, opening new Lake City manned convenience center, six acre lake excavation in Lake City, bonds issued for construction of \$40 million new judicial center, expansion of Johnsonville library parking, two fire stations – Kingsburg, Cartersville, Pamplico water tank complete. A lot of these things, I think we have 700 – over 700 when we started and we have now started over half of them and completed many. So, my hats off to the Council. My hat is really off to Mr. Smith and his staff, Connie, department heads, Mike, I can't remember them all. I don't know how you did what you did. You got to remember, these folks, the department heads, Rusty and Connie, staff, they have regular jobs running this County, taking care of the citizens in this County. These capital projects is just on top of that, so they working double time.

Then on top of all this, we get a record rainfall. Twenty inches of water that devastated this County. Flooding from Florence to Prospect, many State roads washed away, many or all County roads (which we have over 600 miles of them) were flooded or washed away. I don't know how they did it, but we thank you Mr. Smith and your staff. Carlie Gregg, he did an outstanding job. I don't know how you did it. You never cease to amaze me at public works; you and Jerry Allen, my hats off to you. Again, to this Council, I thank you for allowing me the opportunity to Chair this Council and we will continue to complete all the capital projects that's possible this year.

It will be a pleasure to serve with Vice Chairman Caudle. He's got some big shoes to fill and as Councilman Schofield has elected to move down to my right, I'm expecting great things from Mr. Caudle as he has a lot to offer. He has a lot to offer, he is a big asset to this Council. I just hope Mr. Schofield did not choose to move to get out of work. He has helped me tremendously this past year and I'm just letting him know now that it's not mine or his fault he's smart as he is and such a visionary because we will be leaning on him just as hard or harder than we did last year.

This entire Council, each and every one, has a lot to offer. Over the last five years I've gotten to know them personally and they all bring something to the table. I'm just privileged to work with them and it is a pleasure to serve with this group of people. I've told the press many times how privileged I felt to be a part of it. (They never published that.) But it is, it is a privilege to work with these guys. And, also, the staff, the department heads; it's just a wonderful group working for this County. I heard a preacher say once that ... *prayer in the pews puts power in the pulpit*. I'm not saying this is a pulpit, but I am saying that the prayers and support of each one of these Council members sure makes the job easy. I want to thank each of you for doing so and I can see Florence County – now it's a wonderful place to live – and I can only see it getting better.”

APPROVAL OF MINUTES:

Councilman Kirby made a motion Council Approve The Minutes Of The December 10, 2015 Regular Meeting Of County Council. Councilman Dorriety seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles and the Chairman opened Public Hearing on the following items:

ORDINANCE NO. 23-2015/16

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.

ORDINANCE NO. 24-2015/16

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.

At The Request Of The Attorney For Project Mirror, Public Hearing For Ordinance No. 24-2015/16 Was Deferred.

APPEARANCES:

USCHI JEFFCOAT, EXECUTIVE DIRECTOR – FLORENCE REGIONAL ARTS ALLIANCE

Ms. Jeffcoat Appeared Before Council To Speak On Behalf Of The Florence Regional Arts Alliance, Expressing Gratitude For Continued County Support And The Growth Of The County's Arts. She solicited Council's help with growing the number of artists that live and work within the County and welcomed suggestions for helping to promote the arts in Florence County.

MEGAN JOHNSON – MIRACLE LEAGUE OF FLORENCE COUNTY

Ms. Johnson Appeared Before Council To Request Financial Support And A Location For The Building Of A Rubberized-Surface Baseball Field and Adjoining Accessible Rubberized-Surface Playground. The group began in the spring of 2014 with 20 participants in a Buddy Ball Game. The following fall, they had 44 participants. The second season in the spring 2015, doubled to 86 players and this past fall grew to over 100 participants. She asked Council to consider a definite location for the Miracle League in Florence County to construct a rubberized-surface athletic complex. She asked for letters of support as the organization seeks grant funding to assist with the construction of the complex. The organization held several fundraisers and had raised \$42,000. Ms. Johnson asked if Council would consider matching the funding that had already been raised. Councilman Caudle stated he attended the games and appreciated what the group was trying to accomplish. In response to a question from Councilman Caudle, Ms. Johnson responded that approximately \$450,000 would build the rubberized-surface ballfield and the adjoining playground, etc. could be built later (total cost was estimated to be \$1 million). Councilman Caudle asked if there was a definite location that was being considered by the organization. Parks & Recreation Department Director Ronnie Pridgen responded that Greenwood Athletic Complex had the available acreage and that facility was more centrally located within the County. Chairman Poston encouraged all members of Council to attend the games. Councilman Mumford commended Ms. Johnson for her presentation and stated he would like for the County to follow-up on this item and possibly partner with other organizations to move this project forward. County Administrator K. G. Rusty Smith, Jr. stated that, if so assigned, staff would welcome the opportunity to facilitate to Council's satisfaction this wonderful endeavor. One thing discussed was that if the State restores full funding of the Local Government Fund, the County would potentially receive funding to allocate to this project. (A copy of the presentation is attached and incorporated by reference.)

COMMITTEE REPORTS:

There Were No Committee Reports.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION OF APPRECIATION AND RECOGNITION

The Clerk published *A Resolution Of Appreciation And Recognition For Riley Propps For His Years Of Outstanding Service To The Citizens Of Florence County* in its entirety. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Caudle seconded the motion, which was approved unanimously. Councilman Mumford presented Mr. Propps with the framed Resolution. Mr. Propps expressed his appreciation for the good work Council has done and encouraged the members to continue. He said it was his honor to serve in the United States Army and was appreciative of the recognition bestowed on him by Council for his service as a Court Bailiff.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets, the Chairman closed the public hearings. (The sign-in sheets are attached and incorporated by reference.)

ORDINANCES IN POSITION:

ORDINANCE NO. 16-2015/16 – THIRD READING

The Clerk published the title of Ordinance No. 16-2015/16: 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. Councilman DeBerry made a motion Council approve third reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 17-2015/16 – THIRD READING

The Clerk published the title of Ordinance No. 17-2015/16: 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. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously.

ORDINANCE NO. 18-2015/16 – THIRD READING

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

ORDINANCE NO. 19-2015/16 – THIRD READING

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

ORDINANCE NO. 20-2015/16 – THIRD READING

The Clerk published the title of 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. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Dorriety asked if this Ordinance was in connection with the re-amortization of the courthouse to reduce the interest rate. Chairman Poston stated that was correct.

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. 21-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 21-2015/16: 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. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously.

ORDINANCE NO. 22-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 22-2015/16: 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. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2015/16 – SECOND READING

The Clerk published the title of Ordinance No. 23-2015/16: 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. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 24-2015/16 – SECOND READING DEFERRED

Chairman Poston Stated That The Company Requested Deferral Of Second Reading Of Ordinance No. 24-2015/16: 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.

ORDINANCES INTRODUCED

There Were No Ordinances Presented For Introduction.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

CITY-COUNTY MEMORIAL STADIUM COMMISSION

Councilman Mumford made a motion Council Approve The Re-Appointment Of Mack Dixon To Serve On The City-County Memorial Stadium Commission, With Appropriate Expiration Term. Councilman Dorriety seconded the motion, which was approved unanimously.

PEE DEE MENTAL HEALTH CENTER BOARD

Council Deferred Approval Of The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Appointment of Sam J. Fryer, III To Serve On The Pee Dee Mental Health Center Board Of Directors, Seat 6. Mr. Fryer currently serves as a City of Florence representative on the City-County Civic Center Commission and this action would constitute dual office holding. Mr. Fryer would be contacted to determine which Board he prefers to serve on.

CITY-COUNTY CIVIC CENTER COMMISSION

Councilman Bradley made a motion Council Approve The Appointment Of Carl McFadden To Serve On The City-County Civic Center Commission, With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.

DEVELOPING COMMUNITIES COMMISSION

Councilman Mumford made a motion Council Approve The Appointment Of Anthony Howard To Serve On The Developing Communities Commission Representing The Town Of Quinby, With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

CPST I & II UPDATE

County Administrator K. G. Rusty Smith, Jr. stated that monthly updates on the CPST I and II were provided to Council, as well as notes from the most recent department heads meeting. Staff continued to proceed with expeditious alacrity on all projects and had completed 175 roads, 87 miles; another 37 for a total of 124 would be completed very shortly. He said he would be remiss if he didn't thank the members of his very small but very efficient and proficient staff, especially Mrs. Suzanne King, whom he worked with a lot on these projects, newest employee Tina Scott does an outstanding job, and Mike Meetze, who has been a wonderful asset to Florence County dealing with the various projects. The 'TEAM' in Florence County was what made it so successful.

MONTHLY FINANCIAL REPORTS

Mr. Smith stated that Monthly Financial Reports Were Provided To Council For Fiscal Year 2016 Through November 30, 2015 For Edification And As An Item For The Record. Fines & Forfeitures and the Jail Per Diem continued to trend below budget. If maintained at the current level, the Magistrates fines would be \$470,000 under budget for current year and the inmate per diem would be \$275,000 under budget. He and staff were monitoring salary savings to potentially offset some of the loss as well as continuing to work on the per diem issue. He, Mr. Yokim and Mr. McEachin were looking at ways to work through the US Marshall's Service to determine any means to improve funding from the Federal level. At some point, as a precautionary method, the County might have to implement a hiring deferral or hiring freeze to ensure the County was operating in a fiscally responsible manner.

SCOPE EXTENSION – JOHN PAUL JONES ROAD REALIGNMENT

Councilman Caudle made a motion Council Approve A Scope Extension For Florence County Forward Component Project #6 Alligator Road Widening – Project No. 004321, John Paul Jones Road Realignment As Presented By SCDOT. Councilman Dorriety seconded the motion, which was approved unanimously. Mr. Smith stated this would include a traffic signal at the newly designed intersection of John Paul Jones Road and the entrance to South Florence High School. He recognized Brian Dix, Rebecca Breland and Mr. C. T. Thorpe with SCDOT and expressed appreciation for the hard work they put into the Florence County Forward Projects. The cost of the project would be approximately \$1.1 million and was part of the SIB funding. SCDOT was already designing and engineering for expansion of the intersection at the Alligator Road area which was anticipated to greatly relieve the traffic congestion in that area.

Councilman Caudle stated this was one of the worst intersections in the County and he applauded SCDOT on the design.

Councilman Dorriety expressed his appreciation for the response SCDOT provided continually through the Florence County Forward projects. DOT had been very receptive to requests, done everything they could to acknowledge requests, and work with the County and its citizens in completing these projects. The John Paul Jones Road intersection was one of the worst and this scope extension was tremendously needed to improve the safety of the traffic in that area.

Councilman Bradley stated that as someone who dealt with the traffic congestion at this particular intersection everyday day, he was grateful for the scope extension and proposed enhancements to that intersection. He asked if there was a projected start date and completion date set yet. Mr. Smith stated work had already begun on the Alligator Road/Howe Springs Rd./Hwy. 52 intersection and was under design. SCDOT was actually waiting on the letter of concurrence that would be sent pending Council's approval of this item at the meeting today, then it would be sent to the SC SIB Board for approval. At that time, the engineering, right of way acquisitions, etc. would start. Estimated completion was approximately three (3) years.

VETERANS AFFAIRS BUILDING – EXECUTE EASEMENT

Councilman Schofield made a motion Council Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Install Underground Electrical Lines And A Transformer At The New Veterans Affairs Building On National Cemetery Road. Councilman Mumford seconded the motion, which was approved unanimously. Mr. Smith advised Council that this would be on the back side of the property and that the contractor projected completion of the building would be mid to late February. He commended the City of Florence for assistance with solving the issues with the septic tank. The City agreed to provide the hook-up to the City's sewer system as opposed to utilizing a septic tank for the building.

ADMINISTRATION/FINANCE

MIT-RCF, LLC ASSIGNMENT OF PILOT AGREEMENT TO CARBON CONVERSIONS, INC.

Councilman Mumford made a motion Council Approve Assignment Of The Fee In Lieu Of Tax Agreement Between Florence County And MIT-RCF, LLC To Carbon Conversions, Inc. Councilman Dorriety seconded the motion, which was approved unanimously.

MIT-RCF, LLC ASSIGNMENT OF LEASE AGREEMENT TO CARBON CONVERSIONS, INC.

Councilman Mumford made a motion Council Approve The Assignment Of The Lease Agreement Between Florence County And MIT-RCF, LLC To Carbon Conversions, Inc. Councilman Dorriety seconded the motion, which was approved unanimously.

CLERK OF COURT

PROMOTIONAL PAY INCREASE FOR DEPUTY CLERK OF COURT II

Councilman Schofield made a motion Council Authorize A Promotional Pay Increase For A Deputy Clerk Of Court II (Slot #005) In The Clerk Of Court's Department To Be Funded From FY16 Budgeted Funds. (*Request Was Budget Neutral*). Councilman Mumford seconded the motion, which was approved unanimously.

EMERGENCY MEDICAL SERVICES (EMS)/PROCUREMENT

AWARD BID NO. 20-15/16

Councilman Bradley made a motion Council Award Bid No. 20-15/16 For The Construction Of A New EMS Station On Sumter Street For The EMS Department In The Amount Of \$680,000.00 (Primary Bid Amount Of \$667,500 Plus Alternate 1 For \$12,500) To ACE Construction Of Florence, SC To Be Funded From Capital Project Sales Tax II Funds And FY16 Emergency Medical Services Budgeted Funds. Councilman Dorriety seconded the motion, which was approved unanimously.

FINANCE

ACCEPTANCE OF FISCAL YEAR ENDED JUNE 30, 2015 AUDIT

Chairman Poston Announced The Presentation Of The Audit For Fiscal Year Ended June 30, 2015 Would Be Deferred, Due To A Medical Emergency With A Member Of The Firm Making The Presentation.

GRANTS

ACCEPTANCE OF RURAL DEVELOPMENT ACT FUNDING

Councilman Mumford made a motion Council Authorize Acceptance Of Rural Development Act (RDA) Funding In The Amount Of \$220,000 From Pee Dee Electric Cooperative For Future Qualifying Infrastructure Improvements. Councilman Kirby seconded the motion, which was approved unanimously.

PROCUREMENT

CAPITAL PROJECT SALES TAX II ROAD PROJECTS CHANGE ORDER

Councilman Caudle made a motion Council Approve A Change Order To Palmetto Corp. Of Conway For An Additional 5,000 Tons Of Crushed Asphalt For Capital Project Sales Tax II Road Projects In The Amount Of \$169,300. Councilman Schofield seconded the motion, which was approved unanimously. Council members asked if this meant there was crushed asphalt available again. Mr. Smith responded that it was not, the contractor was able to obtain some through another project. However, Mr. Meetze and staff were diligently searching for crushed asphalt for the County to use on other projects and pursuing every opportunity to obtain any available. District 2 had not received any, which was included in the original cost so this was to be used in District 2 to complete those projects.

DEMOLITION – NEW JUDICIAL CENTER SITE

Councilman Schofield made a motion Council Approve A Change Order To An Existing Contract With BE&K Building Group, LLC In The Amount Of \$182,250 For The Demolition Of The Existing Structures On Irby Street And Coit Street For The Construction Of The New Judicial Center. Councilman Mumford seconded the motion, which was approved unanimously. In response to a question from Councilman Dorriety, Mr. Smith stated there were seven (7) compliant bidders, Wofford Demolition and Renovation Specialist, Florence, SC was the successful bidder and would start almost immediately.

REVIEW PANEL APPOINTMENT

Chairman Poston stated that if there were no objections, he would appoint Councilman James Schofield To Serve On The Review Panel For RFQ No. 27-15/16 Engineering Services – Parking Lot Enhancement Study. There were no objections voiced.

PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 19-15/16

Councilman Caudle made a motion Council Award Bid No. 19-15/16, 2015 CPST II Dirt Road Paving Project For District 5 In The Amount Of \$817,995.15 To C. R. Jackson, Inc. Of Florence, SC From The Capital Project Sales Tax II Funds. Councilman DeBerry seconded the motion, which was approved unanimously.

AWARD BID NO. 21-15/16

Councilman Mumford made a motion Council Award Bid No. 21-15/16, Resurfacing Project Package 4 For District 7 In The Amount Of \$856,712.95 To C. R. Jackson, Inc. Of Florence, SC From The Capital Project Sales Tax II Funds. Councilman Dorriety seconded the motion, which was approved unanimously.

TREASURER

AUTHORIZE SALARY INCREASE – DELINQUENT TAX ANALYST

Councilman Mumford made a motion Council Authorize An Increase In Salary For A Delinquent Tax Analyst (Slot #004) In The Treasurer's Office/Delinquent Tax Office To Be Funded From FY16 Budgeted Funds (*Request Is Budget Neutral*). Councilman Schofield seconded the motion, which was approved unanimously.

AUTHORIZE SALARY INCREASE – TWO (2) POSITIONS

Councilman Dorriety made a motion Council Authorize An Increase In Salary For An Accountant III/Accounting Manager (Slot #005) In The Treasurer's Office And A Deputy Tax Collector (#002) In The Treasurer's Office/Delinquent Tax Office To Be Funded From FY16 Budgeted Funds (*Request Is Budget Neutral*). Councilman Mumford seconded the motion, which was approved unanimously.

Mr. Smith stated he conferred with Human Resources Director Bonnita Andrews and Finance Director Kevin Yokim to confirm the neutrality of the budget in reference to the personnel requests on the Agenda.

The following two (2) items appeared on the Proposed Additions to the Agenda list:

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Dorriety made a motion Council Declare Eight (8) Vehicles And One (1) Tractor As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Caudle seconded the motion. Councilman Kirby made a motion to Amend The Motion To Remove Units V0821, A 2002 Chevy Tahoe And Vehicle VS363, A 2013 Dodge Charger From The List. Councilman Bradley seconded the motion, which was approved unanimously. The motion as amended was approved unanimously.

PUBLIC WORKS

AWARD BID NO. 23-15/16

Councilman Mumford made a motion Council Award Bid No. 23-15/16 For Resurfacing In District 7 To Palmetto Corp., Conway, South Carolina In The Amount Of \$236,781.00 To Be Funded From Previously Approved District 7 Road System Maintenance Fee And Utility Funding Allocations. Councilman Kirby seconded the motion, which was approved unanimously.

OTHER BUSINESS:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

JEFFERIES CREEK BLVD.

Councilman DeBerry made a motion Council Approve The Expenditure Of Up To \$100,000 From Council District 6 RSMF Funding Allocation To Pay For Remix And Fine Grade Base And 2" Of Surface Type C Asphalt For Jefferies Creek Blvd. Councilman Mumford seconded the motion, which was approved unanimously.

ROSCOE ROAD

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$37,200 From Council District 4 RSMF Funding Allocation To Pay For 6" Of MBC Stone For A Portion Of Roscoe Road. Councilman Dorriety seconded the motion, which was approved unanimously.

The following two (2) items appeared on the Proposed Additions to the Agenda list:

INFRASTRUCTURE

HANNAH-PAMPLICO RECREATION

Councilman DeBerry made a motion Council Approve The Expenditure Of Up To \$6,450 From Council District 2 Infrastructure Funding Allocation To Assist Hannah-Pamplico Recreation With The Acquisition Of A Refurbished John Deere 1200A With Front Blade, Field Scarifier And New Rear Ball Field Drag. Councilman Dorriety seconded the motion, which was approved unanimously.

UTILITY

DISABILITY & SPECIAL NEEDS

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$910.00 From Council District 7 Utility Funding Allocation To Pay For Two Loads Of MBC Stone For The Disability And Special Needs Center On National Cemetery Road. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Caudle stated he was fortunate and had previously served on the Disabilities & Special Needs Board for Florence County. Florence County has a really good Disabilities & Special Needs department; they do an excellent job in Florence County and surrounding areas. But, Florence County and surrounding areas were really lacking in treatment facilities for individuals with mental health issues and qualified care providers.

COUNCILMAN WAYMON MUMFORD

Councilman Mumford stated Governor Nikki Haley needed to be commended for providing for full funding of the Local Government Fund (LGF) in the executive budget that she put together to go before the General Assembly. In her executive budget presented on Friday, January 15th, the Governor allocated \$113,117,380 to fully fund the LGF for the State of South Carolina. He asked Council by way of the Chairman and Administrator to compose a letter to be sent to Governor Haley thanking her for taking a bold stand and hope that the General Assembly would do likewise. There were a lot of things that couldn't be done in Florence County due to the lack of funding, but if the LGF were restored to full funding, it would help with the provisions of many projects needed throughout the County, including the Miracle League.

Councilman Kirby asked that letters be presented to the Legislative Delegation asking that they support the recommendation of the Governor.

Councilman Schofield stated that spending bills originate in the House of Representatives and he asked that members of Council and the citizens of Florence County contact the House members to encourage them to support the restoration of the LGF to full funding so that counties in South Carolina can take care of obligations to the public.

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

COUNCIL MEETING ADJOURNED AT 10:19 A.M.

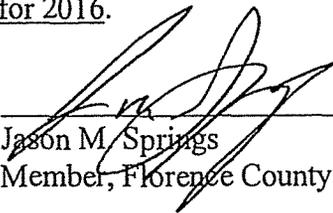
**MITCHELL KIRBY
SECRETARY-CHAPLAIN**

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

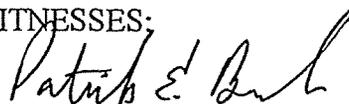
PROXY

I hereby leave my voting proxy for Election Of Officers For 2016, at the regular meeting of County Council on January 21, 2016, with County Councilman H. Steven DeBerry, IV. This proxy is for a "YES" vote on the question of the Election of Councilman Roger M. Poston to Serve as Chairman of County Council for 2016.



Jason M. Springs
Member, Florence County Council

WITNESSES:

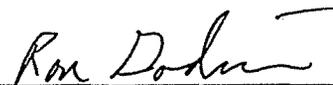




STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

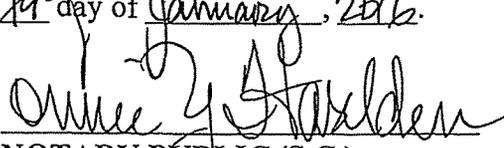
PROBATE

PERSONALLY APPEARED, the undersigned witnessed and made oath that (s)he saw the within named Jason M. Springs, sign and as his act and deed, deliver the within **PROXY**, and that deponent, with the other witness subscribed above, witnessed the execution thereof.



Witness

SWORN to before me this
19th day of January, 2016.

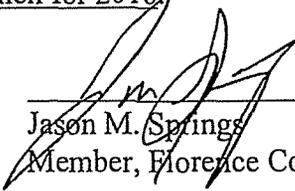


NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

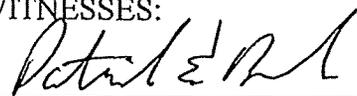
PROXY

I hereby leave my voting proxy for Election Of Officers For 2016, at the regular meeting of County Council on January 21, 2016, with County Councilman H. Steven DeBerry, IV. This proxy is for a "YES" vote on the question of the Election of Councilman Kent Caudle to Serve as Vice Chairman of County Council for 2016.



Jason M. Springs
Member, Florence County Council

WITNESSES:

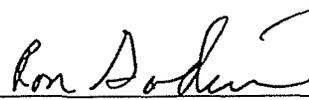




STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

PERSONALLY APPEARED, the undersigned witnessed and made oath that (s)he saw the within named Jason M. Springs, sign and as his act and deed, deliver the within PROXY, and that deponent, with the other witness subscribed above, witnessed the execution thereof.



Witness

SWORN to before me this
19th day of January, 2016.

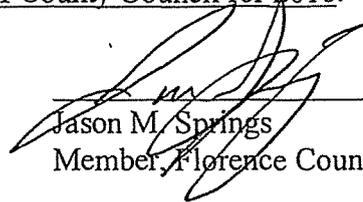


NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

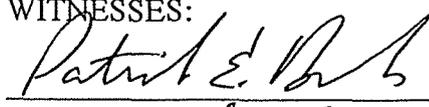
PROXY

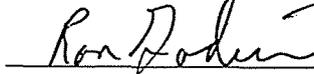
I hereby leave my voting proxy for Election Of Officers For 2016, at the regular meeting of County Council on January 21, 2016, with County Councilman H. Steven DeBerry, IV. This proxy is for a "YES" vote on the question of the Election of Councilman Mitchell Kirby to Serve as Secretary-Chaplain of County Council for 2016.



Jason M. Springs
Member, Florence County Council

WITNESSES:

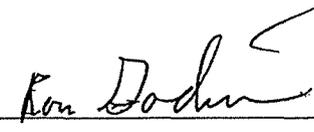




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COUNTY OF FLORENCE)

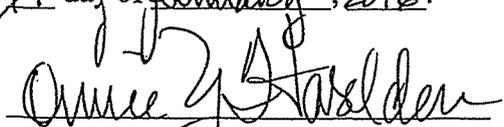
PROBATE

PERSONALLY APPEARED, the undersigned witnessed and made oath that (s)he saw the within named Jason M. Springs, sign and as his act and deed, deliver the within PROXY, and that deponent, with the other witness subscribed above, witnessed the execution thereof.



Witness

SWORN to before me this
19th day of January, 2016.



NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18

PUBLIC HEARING

January 21, 2016

Ordinance No. 23-2015/16

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.

NAME	ADDRESS	PHONE NUMBER
1.		
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PUBLIC HEARING

January 21, 2016

ORDINANCE NO. 24-2015/16

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.

	NAME	ADDRESS	PHONE NUMBER
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“Every Child Deserves The Chance To Play Baseball”



Much Success

- After three seasons of Flo. Co. ML, we've reached over 100 participants!
- We've reached ages between 4 and 65 who would not normally be able to participate in sports.



Florence Morning News

BUDDY BALL BRINGS JOY



Drew Smith, 20, of Florence, slides into home plate Saturday during a game of buddy ball, a form of baseball tailored toward

participants who have mental and physical disabilities, at Savannah Grove Park. The next buddy ball game is May 31 at LaVerne Ard Park in Pamlico.

ABOVE: Ansoni Gregg, 6, and Kinyada Gregg, of Florence, run toward home plate. Participants are accompanied by a "buddy" while at bat and on the field. "I've been in this job 27 years, and today was the highlight of my 27 years," said Bonnie Pridgen, director of Florence County Parks and Recreation.



Miracle League of Florence shucks oysters to raise money for new field

Story | Comments | Image (5)



OPDORA SWEARINGEN/MORNING NEWS

Willie Jackson and Claude Essau shuck a few batches of oysters for the Miracle League oyster roast on Saturday night.



More than a buddy, more than a game

Youths with disabilities play ball at Savannah Grove

BY BONNIE PRIDGEN
 It's a beautiful sight to see a group of young boys, some in wheelchairs and some using walkers, running and playing on a baseball field. This is the Miracle League of Florence, a place where everyone can play ball together.

LEAGUE TO PLAY

The Miracle League of Florence is a place where everyone can play ball together. It's a beautiful sight to see a group of young boys, some in wheelchairs and some using walkers, running and playing on a baseball field.



Our mission is to:

- Provide opportunities for individuals with disabilities to play Miracle League baseball, regardless of their abilities.
- Promote community support and sponsorship of Miracle Leagues.
- Promote the construction of special facilities that meet the unique needs of Miracle League players and their families.



FCPR Mission Statement

Florence County Parks and Recreation's mission is to enhance the quality of life for **ALL** residents of Florence County through programs and facilities that complement the **DIVERSE** and progressive nature of our community.



Flo. Co. Miracle League Timeline

4/12/14
Decided to
do Buddy
Ball Games

8/25/14 First
season of Flo.
Co. Miracle
League – 44
participants

6/1/15
Developed by-laws,
business license,
501c3, and have
raised \$20,000+

9/1/15
Third season
sees growth to
100+
participants
and 8 teams

5/24/14
Buddy Ball pilot
games at Savannah
Grove/Laverne Ard
Park – 20 players.

5/1/15
Second season
doubles
participation to
86 players

7/17/15
Solicited Drs.
Bruce and Lee
Foundation for
support

1/16/16
Raised
approximately
\$15,000 at
second annual
oyster roast.



Current Statistics

- Florence County Schools has a total enrollment of 22,600+. Of that number, around 4000 students have some type of disabling condition.
- The state average of students with a disability is 3% versus Florence County's average of **17%!**
- There are currently 1300 people receiving a variety of services through our DDSN programs.



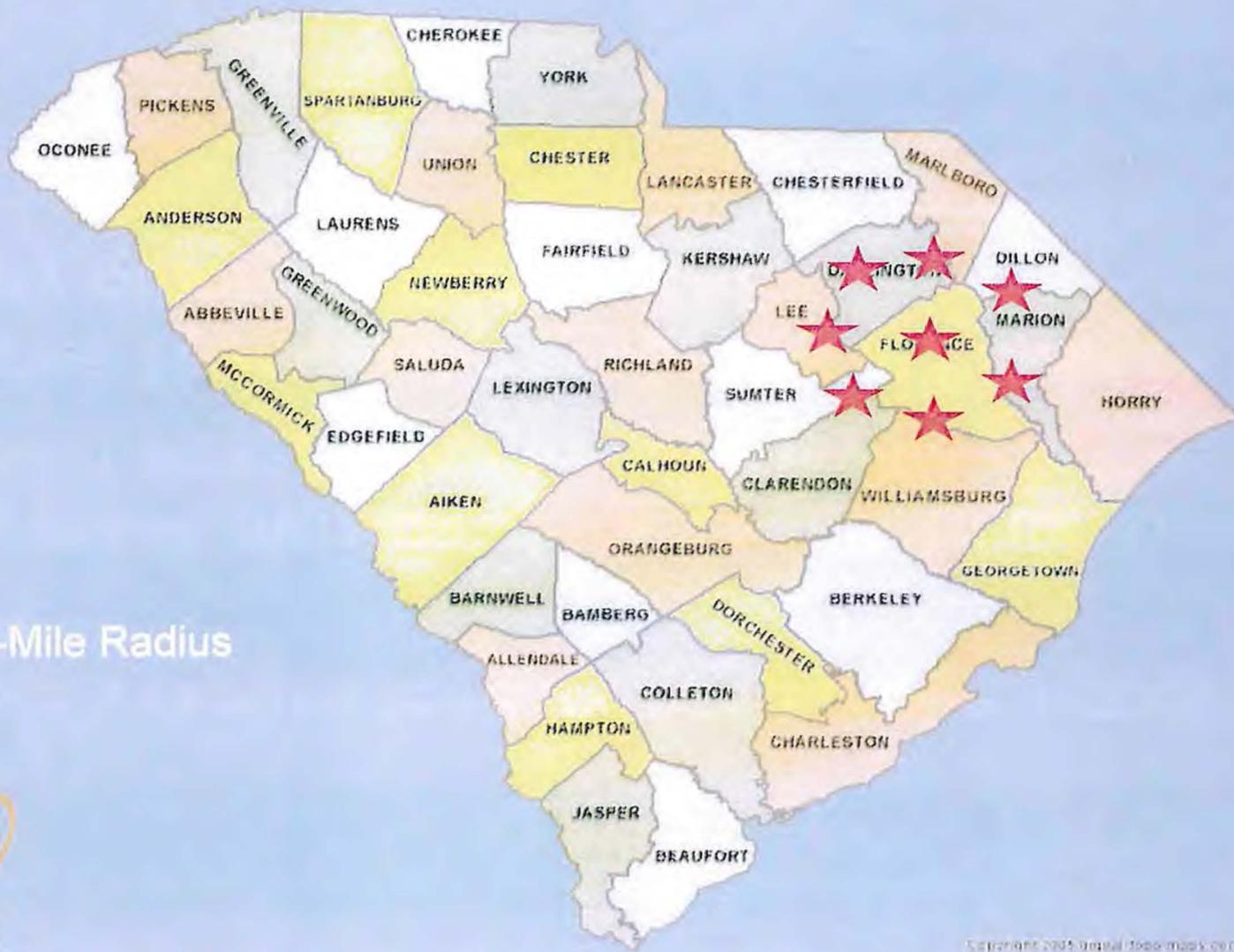
Locations of other Miracle League Fields in South Carolina



Charleston
Greenwood
Lexington
Greenville
Myrtle Beach
Spartanburg
Summerville
Union



Outreach Opportunities



60-Mile Radius



Copyright 2004 Global Access Maps, Inc.

Outreach

- ❖ **Miracle Leagues tend to reach those in a 60-mile radius**
- ❖ **Bring those outside of the county to us: Dillon, Marion, Latta, Darlington, Hartsville etc.**
- ❖ **No other Therapeutic programs in Florence County other than Camp RAE.**



Wheelchair Softball

Having the correct size field would also allow us to host Wheelchair softball games (possibility of the World Series) which would bring revenue to Florence.



Why do we need a flat, cushioned field?

**FLAT AND
SMOOTH
ACCESSIBLE
FOR ALL**



**Now Everyone
Can Play!**

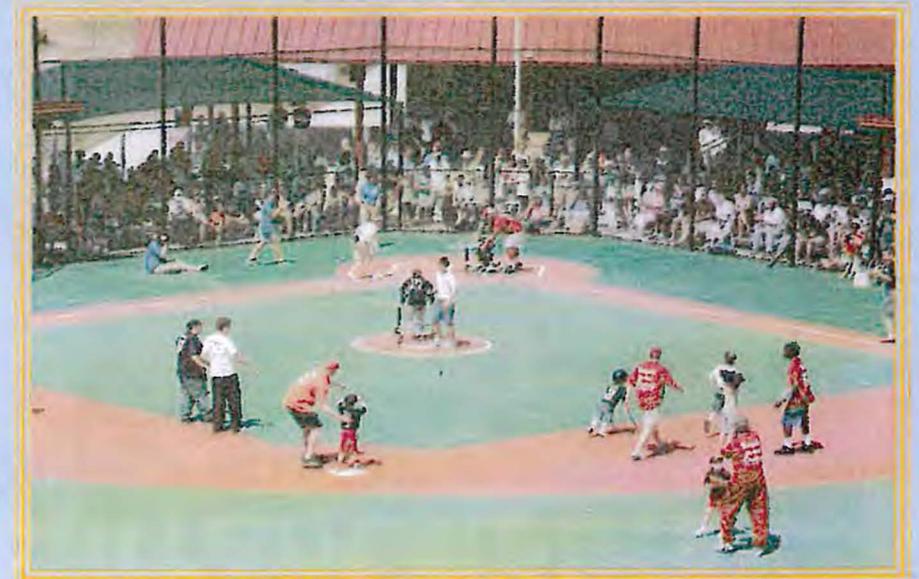


Restrictions of current fields

- Fields are not playable when wet.
- Cancelled/rescheduled 8 games this past fall season.
- Rubberized fields can be dried quicker
- Wheelchair are still adversely affected by dry fields (dirt in wheels, etc.)



It will be more than
just a game!



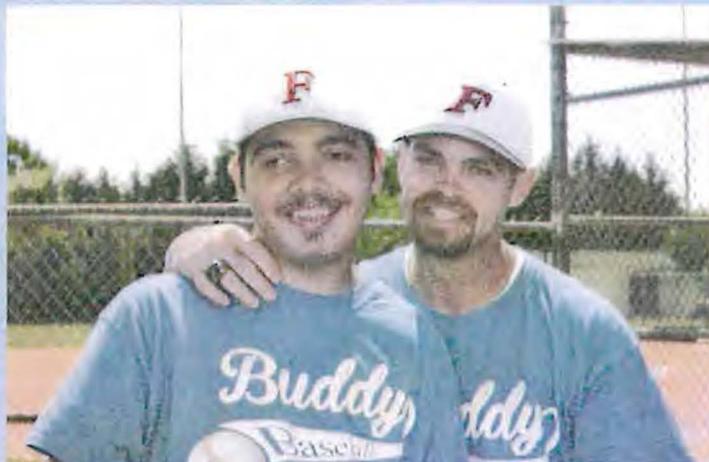
Request

◊ Inclusion

- Definite location of Miracle League Field (Hearing different stories but no action!) ... Greenwood?
- Letter of support
- Maintained by Parks and Recreation department

◊ Funds

- Cost is \$1 million+ for playground and field. Will you give financial support? Match our current funds? We've raised at least \$42,000 in 18 months



Will you partner with us to provide a place for ALL our participants to play ball in Florence County?



FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Appearances Before Council
 Lou Palm, Chairman
 Florence County Long Term Recovery Group

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Palm Requests To Appear Before Council To Present An Update On The Status And Activities Of The Group.

ATTACHMENT:

A Copy of the Request To Appear.

February 2, 2016

Ms. Connie Y. Haselden

Ms. Haselden, as the Chairman of the Florence County Long Term Recovery Group, I request to be heard by Council at the February 18, 2016 regular County Council Meeting.

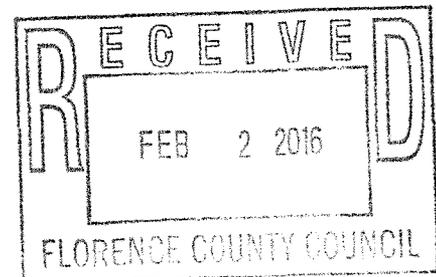
I look forward to presenting to the Council an update on the status and activities of the Group. I anticipate my presentation will take 15 minutes barring questions.

Thank you for your consideration of this request.

Lou Palm

Chairman, Florence County Long Term Recovery Group

843-602-4928



FLORENCE COUNTY COUNCIL MEETING

Thursday, February 18, 2016

AGENDA ITEM: Resolution No. 14-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[A Resolution Requesting Florence County To Enter Into Contract To Administer Certain Planning and Building Code Enforcement Services for the City of Lake City; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

1. The City of Lake City desires that Florence County be authorized to provide various Planning and Building Code Enforcement services; and,
2. Florence County shall be the entity to administer certain Planning and Building Code Enforcement services for the City of Lake City; and,
3. Provided services shall cover Florence County Code Chapter 21, Nuisances and other related county ordinances applied for these purposes.

OPTIONS:

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

ATTACHMENTS:

1. City of Lake City Ordinance 2015.415
2. City of Lake City/Florence County Agreement
3. Resolution No. 14-2015/16

ORDINANCE 2015.415

AN ORDINANCE

AUTHORIZING FLORENCE COUNTY, SOUTH CAROLINA TO PERFORM CERTAIN NUISANCE ENFORCEMENT SERVICES WITHIN THE CITY OF LAKE CITY; AND OTHER MATTERS RELATED THERETO.

The City Council of the City of Lake City (the "*Council*"), the governing body of the City of Lake City, South Carolina (the "*City*"), has made the following findings of fact:

(A) The City is a municipal corporation of the State of South Carolina (the "*State*") authorized, pursuant to the Section 5-7-80 of the Code of Laws of South Carolina 1976, as amended (the "*Code*") to provide by ordinance for the abatement of conditions that constitute a public nuisance within the City, and further authorized, pursuant to the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, codified at Chapter 29 of Title 6 of the Code (the "*Planning Act*"), to engage in certain planning and building code enforcement activities; and

(B) Florence County, South Carolina (the "*County*") is a political subdivision of the State that is similarly authorized, pursuant to Section 4-9-25 of the Code, to enact ordinances regulating health and order within the County and, pursuant to the Planning Act, to engage in certain planning and building code enforcement activities, and

(C) Pursuant to such authorizations, the County has enacted Article I of Chapter 21 of the Code of Ordinances of Florence County (the "*Nuisance Code*") that provides for the abatement of nuisances within the County; and

(D) The City and the County may, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-9-41 of the Code, provide for the joint administration and exercise of certain powers, including the power to regulate and abate nuisances; and

(E) The City and the County desire to enter into a contractual arrangement providing for the exercise of such power to abate nuisances whereby the County will provide for the enforcement of its Nuisance Code within the municipal boundary of the City.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Lake City, South Carolina, in a meeting duly assembled, as follows:

Section 1. The County, through the Florence County Planning and Building Department, is authorized to administer the County's Nuisance Code within the municipal boundary of the City and the City hereby adopts all provisions of the Nuisance Code and all related codified County ordinances as now approved by the Florence County Council, as they may be amended or supplemented from time to time.

Section 2. The Florence County Planning and Building Department employees are authorized to issue and enforce Ordinance Summons for Violation or other appropriate action or proceeding to achieve compliance with the Nuisance Code requirements for any building, structure or land found to be in violation of the Nuisance Code.

Section 3. The County is authorized to collect and retain all fees, fines and other charges recovered or paid hereunder through the Florence County Planning and Building Department.

Section 4. The Mayor is hereby authorized to execute an agreement by and between the City and the County, the form of which is attached hereto as Exhibit A (the "*Enforcement Agreement*"), to provide for the enforcement of the Nuisance Code in the manner set forth herein.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

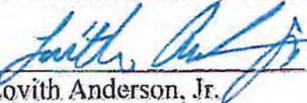
Section 6. Provisions in other Lake City ordinances in conflict with this Ordinance are hereby repealed. Provisions of the Code of Ordinances of the City providing for the City's ability to regulate and abate nuisances are not to be considered repealed but will not be subject to enforcement for such time as the provisions of the Enforcement Agreement, or any extension thereof or amendment thereto, remain in effect.

[Remainder of Page Left Blank]

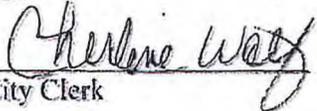
DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 8th day of December, 2015.

CITY OF LAKE CITY, SOUTH CAROLINA

(SEAL)

By: 
Lovith Anderson, Jr.
Mayor

Attest:

By: 
Cherlene Way
City Clerk

First Reading: December 8, 2015
Second Reading: January 12, 2016

EXHIBIT A
FORM OF ENFORCEMENT AGREEMENT

A-1

4. Funding Operations: The City and the County agree that All Nuisance Code Enforcement Services shall be the responsibility of the County. The City and County agree that the County assumes full financial responsibility for the administration of All Nuisance Code Enforcement Services actions. The City and the County agree that all fees generated as a result of this administration shall be the property of the County.
5. Additional Services: The City and the County agree that any services other than All Nuisance Code Enforcement Services are not to be considered a part of this agreement. Such services may be carried out by County Staff only under a separate agreement.
6. Period and Termination of Agreement: This agreement shall be effective upon execution, and shall terminate on June 30, 2016. The agreement is renewable each year and shall be executed in the same formality as this instrument.
7. Amendment, Modification and Waiver: This agreement may be amended by formal action of all parties. Amendment shall be required for any addition or deletion of services covered in this agreement or any other action that would alter the provisions of this agreement. All such actions shall be mutually agreed upon by all parties. The amendment, modification or waiver of any provision of this agreement shall be effective only if made in writing and executed in the same formality as this instrument. The failure of either part to insist upon strict performance of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
8. Severability: If any of the provisions of the agreement shall be held invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.
9. References:
 - a. City of Lake City Resolution No. 2015.298 requesting Florence County to administer services dated November 10, 2015
 - b. City of Lake City Ordinance No. 2015.415 authorizing Florence County to perform All Nuisance Code Enforcement Services dated January 12, 2016
 - c. Section 25-21 of the Florence County Code

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

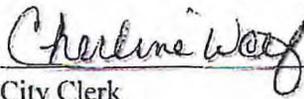
CITY OF LAKE CITY, SOUTH
CAROLINA

[SEAL]



Lovith Anderson, Jr., Mayor

ATTEST:



City Clerk

Signature Page of the City

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its duly authorized officer as of the date first hereinabove written.

FLORENCE COUNTY, SOUTH CAROLINA

[SEAL]

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

ATTEST:

Clerk to Council

Signature Page of the County

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

RESOLUTION NO. 14-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[A Resolution Requesting Florence County To Enter Into A Contract To Administer Certain Planning And Building Code Enforcement Services For The City Of Lake City; And Other Matters Related Thereto.]

WHEREAS:

1. The City of Lake City desires that Florence County be authorized to provide various Planning and Building Code Enforcement services; and,
2. Florence County shall be the entity to administer certain Planning and Building Code Enforcement services for the City of Lake City; and,
3. Provided services shall cover Florence County Code Chapter 21, Nuisances and other related county ordinances.

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

1. The Florence County Administrator shall have authority to enter in and execute a contract with the City of Lake City for certain Planning and Building Code Enforcement services.
2. This resolution authorizes execution of an agreement by and between the City of Lake City and Florence County to provide for the administration of certain Planning and Building Code Enforcement services, more specifically the following services: [Florence County Code Chapter 21, Nuisances and other related county ordinances].

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Resolution No. 15-2015/16

DEPARTMENT: Administration/Sheriff's Office

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing The Entering Into A Law Enforcement Assistance Agreement Between The City Of Lake City And The Florence County Sheriff's Office For The Provision Of A Sheriff's Deputy To Exercise The Administrative Duties Of The Police Chief Of The City Of Lake City.

POINTS TO CONSIDER:

1. Chapter 20 of Title 23 of the South Carolina Code of Laws 1976, as amended, (the "Act") authorizes any law enforcement agency of the State to enter into a contractual arrangement with any other law enforcement agency of this State to provide additional law enforcement officers as may be necessary for the proper and prudent exercise of any public safety function.
2. The position of Chief of Police for the Lake City Police Department is currently unfilled and the City is in urgent need of a qualified individual to temporarily fulfill the duties of the Police Chief until such time as a suitable individual may be hired to permanently fill this position in order that the Police Department may continue to adequately fulfill its public safety functions under State law.
3. The Florence County Sheriff's Office (FCSO) agrees to assign a Sheriff's Deputy to the Police Department for a period of time to exercise those powers of a law enforcement officer of the City as authorized by the Act and to exercise those administrative duties of the Police Chief of the City pursuant to the terms set forth in the proposed Agreement, provided that the City pay to the FCSO, on a monthly basis, to compensate the FCSO for the Deputy devoting his role of temporarily exercising the powers of Police Chief.
4. The Deputy's salary will continue to be paid by the FCSO as included in the FY2016 Budget.

FUNDING FACTORS:

1. \$15,000 – compensation by the City of Lake City to the FCSO for a period of six months.

OPTIONS:

1. *(Recommended)* Approve entering into the agreement as presented.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Proposed Resolution No. 15-2015/16
2. Proposed Law Enforcement Assistance Agreement

Sponsor(s) : Sheriff's Office
Adopted: : February 18, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

A Resolution Authorizing The Entering Into A Law Enforcement Assistance Agreement Between The City Of Lake City And The Florence County Sheriff's Office For The Provision Of A Sheriff's Deputy To Exercise The Administrative Duties Of The Police Chief Of The City Of Lake City.

WHEREAS:

1. Chapter 20 of Title 23 of the South Carolina Code of Laws 1976, as amended, (the "Act") authorizes any law enforcement agency of the State to enter into a contractual arrangement with any other law enforcement agency of this State to provide additional law enforcement officers as may be necessary for the proper and prudent exercise of any public safety function; and
2. The position of Chief of Police for the Lake City Police Department is currently unfilled and the City is in urgent need of a qualified individual to temporarily fulfill the duties of the Police Chief until such time as a suitable individual may be hired to permanently fill this position in order that the Police Department may continue to adequately fulfill its public safety functions under State law; and
3. The Florence County Sheriff's Office (FCSO) agrees to assign a Sheriff's Deputy to the Police Department for a period of time to exercise those powers of a law enforcement officer of the City as authorized by the Act and to exercise those administrative duties of the Police Chief of the City pursuant to the terms set forth in the proposed Agreement, provided that the City pay to the FCSO, on a monthly basis, to compensate the FCSO for the Deputy devoting his role of temporarily exercising the powers of Police Chief.

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 and in consult with the County Attorney.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

AGREEMENT

This **LAW ENFORCEMENT ASSISTANCE AGREEMENT** (this "*Agreement*") is entered into this ____ day of January 2016, by and between the City of Lake City, South Carolina (the "*City*"), a body politic and corporate, and a political subdivision of the State of South Carolina (the "*State*"), and Florence County Sheriff's Office (the "*Sheriff's Office*"), a law enforcement agency of the State, and Florence County, South Carolina (the "*County*"), a body politic and corporate, and a political subdivision, a nonprofit corporation of the State of South Carolina.

RECITALS

Pursuant to Chapter 20 of Title 23 of the Code of Laws of South Carolina 1976, as amended (the "*Act*"), authorizes any law enforcement agency of the State to enter into a contractual arrangement with any other law enforcement agency of this State to provide additional law enforcement officers as may be necessary for the proper and prudent exercise of any public safety function.

The position of Chief of Police (the "*Police Chief*") for the Lake City Police Department (the "*Police Department*"), is currently unfilled and the City is in urgent need of a qualified individual to temporarily fulfill the duties of the Police Chief until such time as a suitable individual may be hired to permanently fill this position in order that the Police Department may continue to adequately fulfill its public safety functions under State law.

The Sheriff's Office has agreed to assign a Sheriff's Deputy of the Sheriff's Office to the Police Department for a period of time to exercise those powers of a law enforcement officer of the City, pursuant to the authorization of the Act, and to exercise those administrative duties of the Police Chief of the City pursuant to the terms hereof, provided that the City pay to the Sheriff's Office, on a monthly basis, an amount set forth herein to compensate the Sheriff's Office of the time such Sheriff's Deputy devotes to his role of exercising those powers of Police Chief.

NOW, THEREFORE, upon the terms and conditions set forth herein, for good and adequate consideration, the adequacy of which is hereby acknowledged, the City and the Sheriff's Office agree as follows:

Section 1. Assignment; Duties; Term. (a) The Sheriff's Office hereby temporarily assigns, and the City hereby directs, Sheriff's Deputy Lt. Jeff Johnson to exercise those powers of a law enforcement officer of the City, pursuant to the authorization of the Act, and to exercise those administrative duties of the Police Chief for the term set forth herein.

(b) Pursuant to Section 23-20-40(a) of the Act, Lt. Johnson's is to to exercise those administrative duties of the Police Chief, exercising any such administrative powers or authority that adhere to such position under the State Law and the City's Code of Ordinances (the "*City Code*"). With regard to Section 23-20-40(c) of the Act, the City shall not be required to maintain any records regarding the performance the services to be provided by Lt. Johnson, except those records normally maintained for the position of Police Chief.

(c) The assignment of Lt. Johnson to the Police Department shall be for a term of six months, to expire on July 11, 2016. The parties hereto may extend the term of such assignment by mutual agreement which shall be evidenced by an addendum executed by the parties indicating the term of any such extension.

Section 2. *Reporting; Employment of Officers; Jurisdiction & Exercise of Powers.* (a) Pursuant to Section 23-20-40(f) of the Act, and as set forth in the City Code, Lt. Johnson shall be under the control and supervision of, and shall report directly to, the City Administrator of the City (the "*Administrator*") and the Administrator shall continue to have the authority to appoint new officers and fire existing officers of the Police Department.

(b) Pursuant to Section 23-20-50(b) of the Act, Lt. Johnson shall have the same legal rights, powers and duties to enforce the laws of the State as a law enforcement officer of the Police Department, and, during the term of this Agreement, the performance of any and all law enforcement duties and the exercise of any legal rights or powers of Lt. Johnson pursuant to his status as a law enforcement officer of this State shall be performed, undertaken, or exercised under the color of law of a law enforcement officer of the City. Lt. Johnson shall remain an employee of the Sheriff's Office and the services provided by Lt. Johnson while temporarily assigned to the Police Department and shall be considered as incident to his employment by the Sheriff's Office and the County.

Section 3. *Reimbursement of Costs; Compensation.* Pursuant to Section 23-20-40(b), in consideration for the assignment of Lt. Johnson for the term set forth herein, and in accordance with the provisions of Section 23-1-210(c), the City shall pay to the Sheriff's Office the amount of \$15,000.00. During the term of this Agreement, Lt. Johnson shall remain employed and shall be compensated by the Sheriff's Office under such terms as the Sheriff's Office and the Lt. Johnson shall determine. The City shall have no responsibility to directly compensate Lt. Johnson at any time.

Section 4. *Assignment of Equipment; Insurance.* Pursuant to Section 23-20-40(g) of the Act, the Sheriff's Office hereby assigns to the City the vehicle, firearm, and all other equipment issued to Lt. Johnson that is used in the normal performance of his duties, as each are described in **Exhibit A** hereto (the "*Assigned Equipment*"), subject to the indemnification and hold

harmless provisions set forth in Section 5 hereof. The Assigned Equipment shall remain insured under any existing insurance policies of the County or the Sheriff's Office, as applicable.

Section 5. *Indemnification and Hold Harmless; Worker's Compensation.* (a) Pursuant to and as authorized by Section 23-20-40(e) of the Act, to the fullest extent permitted by law, the City shall indemnify, hold harmless, and defend the County and the Sheriff's Office against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Lt. Johnson during the term of this Agreement, except that this provision shall only apply to any such liability, claims, actions, damages, losses, and expenses that are not otherwise covered under any applicable insurance policy of the County or the Sheriff's Office.

(b) The City shall ensure that Lt. Johnson is covered under the City's general liability insurance policy for actions taken pursuant to this agreement.

(c) The Sheriff's Office shall ensure that Lt. Johnson remains covered under necessary worker's compensation policies in accordance with applicable laws.

Section 6. *Termination.* This Agreement shall terminate upon the expiration of the term hereof, unless otherwise extended by the parties pursuant to Section 1(c). This Agreement may otherwise be terminated by either party at any time, except that the Sheriff's Office shall give the City at least 15 days written notice prior to its termination of this Agreement in order to allow the City adequate time to make other arrangements for the supervision of the Police Department.

Section 7. *Miscellaneous.* (a) Pursuant to Section 23-20-50 of the Act, the City shall be responsible for providing a copy of this Agreement to the Governor and the Director of the Department of Administration no later than one business day after its execution.

(b) Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein is intended to be and is for the sole and exclusive benefit of the District and the City.

(c) The provisions hereof are severable, and in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement between the parties as to the subject matter hereof.

(d) This Agreement represents the sole and exclusive agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only by writing signed by the parties.

(e) This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute this Agreement in its entirety.

[Remainder of Page Left Blank]

draft

IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

CITY OF LAKE CITY, SOUTH CAROLINA

ATTEST:

Lovith Anderson, Mayor

Clerk to City Council

draft

IN WITNESS WHEREOF, the Sheriff's Office has caused this Agreement to be signed in its name by its duly authorized officer as of the date first hereinabove written.

FLORENCE COUNTY SHERIFF'S OFFICE

Witness: _____

Kenneth Boone, Sheriff

draft

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

FLORENCE COUNTY, SOUTH CAROLINA

ATTEST:

K.G. Smith, Jr., County Administrator

Clerk to County Council

draft

EXHIBIT A

**DESCRIPTION OF
ASSIGNED EQUIPMENT**

The Assigned Equipment shall include the following items:

Vehicle:

Firearm:

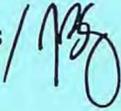
Other Assigned Equipment:

draft

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 18, 2016

AGENDA ITEM: Ordinance No. 21-2015/16
Third Reading

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	: January 21, 2016	
Third Reading	: February 18, 2016	
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.

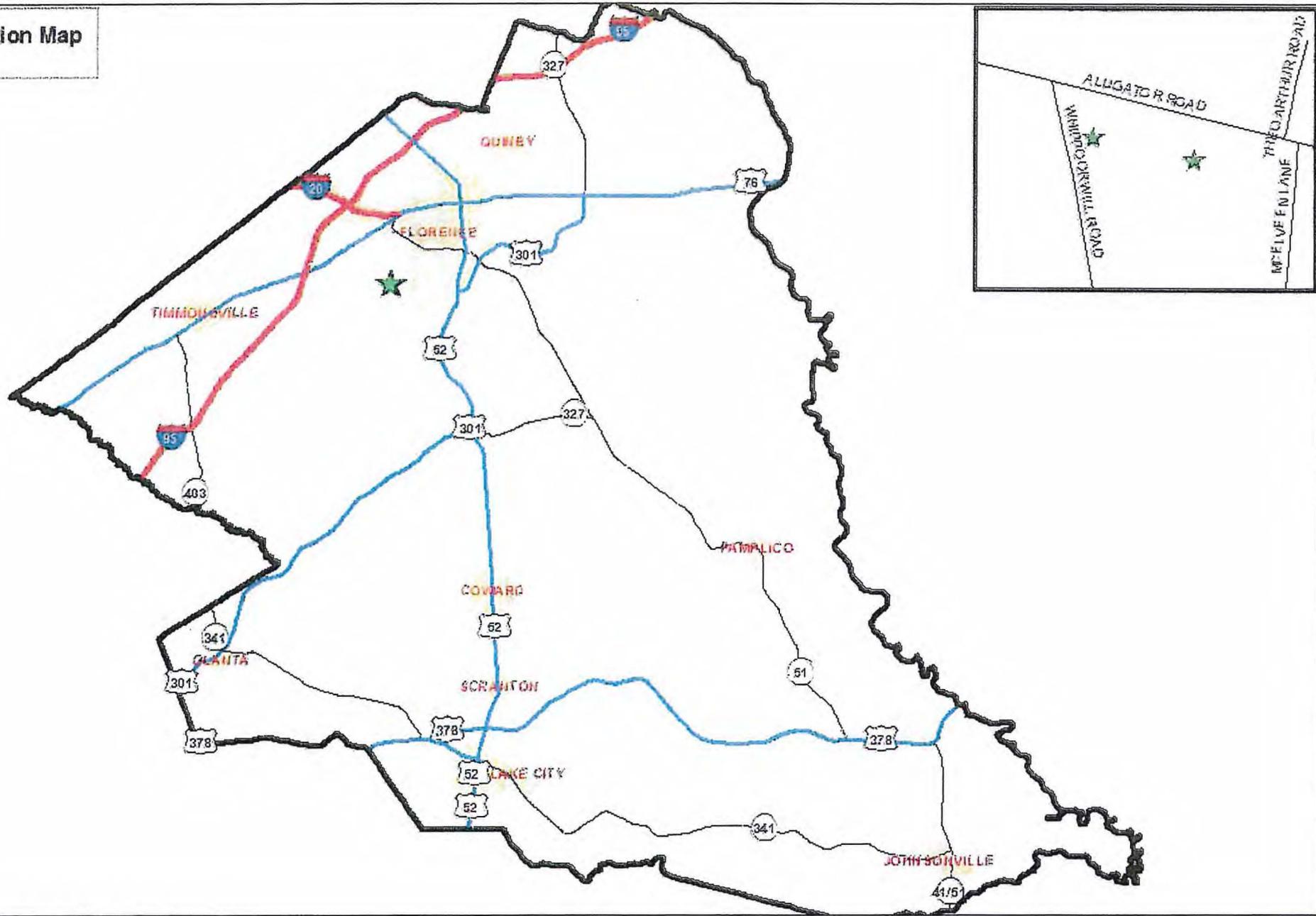
Florence County Planning Commission Action: November 17, 2015

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

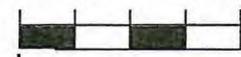
Florence County Planning Commission Recommendation

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

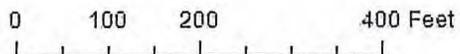
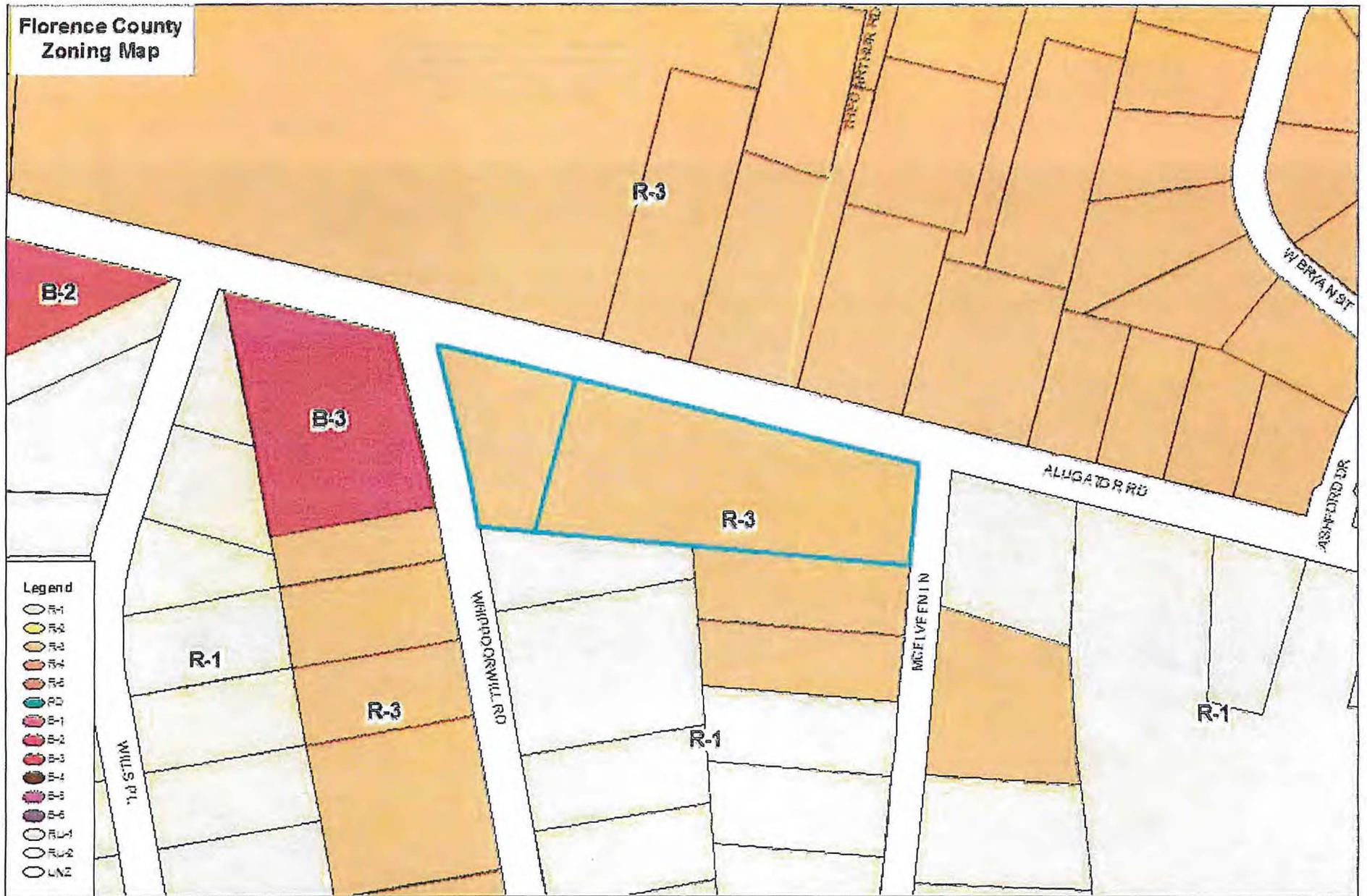


Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2015-10-20



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

**Florence County
Zoning Map**



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



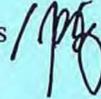
Council District(s): 5
PC#2015-21

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 18, 2016

AGENDA ITEM: Ordinance No. 22-2015/16
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 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). This land 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
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	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: January 21, 2016	
Third Reading	: February 18, 2016	
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	P	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	P	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	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

	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
February 18, 2016

AGENDA ITEM: Third Reading 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)* Approve Third Reading of 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	
First Reading/Introduction	: December 10, 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 _____, 2016.
Public Hearing	: January 21, 2016	
Second Reading	: January 21, 2016	
Third Reading	: February 18, 2016	
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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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 12 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 10, 2015 (the "Inducement Agreement") between the County and the Company, which was authorized by a Resolution adopted by the County Council on December 10, 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.

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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 12-44-130 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

Step 4:

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, 2045, 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.

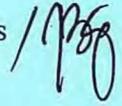
By: _____

Its: _____

draft

FLORENCE COUNTY COUNCIL MEETING
Thursday, February 18, 2016

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



FLORENCE COUNTY COUNCIL MEETING
February 18, 2016

AGENDA ITEM: Deferral of Second Reading of Ordinance No. 24-2015/16

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.)

POINTS TO CONSIDER:

1. The attorney for Project Mirror requests Council defer second reading of this Ordinance pending further review of the associated documents.

OPTIONS:

2. *(Recommended)* Defer Second Reading of Ordinance No. 24-2015/16.
3. 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.]

draft

FLORENCE COUNTY COUNCIL MEETING
February 18, 2016

AGENDA ITEM: Introduction of Ordinance No. 25-2015/16

DEPARTMENT: Economic Development Partnership

ISSUE UNDER CONSIDERATION:

(An Ordinance Developing A Multi-County Industrial Park With Darlington County Authorizing The Execution And Delivery Of An Agreement Governing The Multi-County Industrial Park; Authorizing The Inclusion Of Certain Property Located In Florence County And Darlington County In The Multi-County Industrial Park; And Other Related Matters.)

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 25-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of proposed Ordinance No. 25-2015/16.

Sponsor(s)	: Economic Development	I, _____,
First Reading/Introduction	: February 18, 2016	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: N/A	Public Hearing on _____, 2016.
Committee Reconsideration	: N/A	
Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 25-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Developing A Multi-County Industrial Park With Darlington County Authorizing The Execution And Delivery Of An Agreement Governing The Multi-County Industrial Park; Authorizing The Inclusion Of Certain Property Located In Florence County And Darlington County In The Multi-County Industrial Park; And Other Related Matters.)

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

SECTION I: Florence County, South Carolina (“Florence”), and Darlington County, South Carolina (“Darlington,” collectively, “Counties,”), as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to jointly develop a multi-county industrial park to include real and personal property located in the geographic boundaries of the Counties.

SECTION II: As provided under the Act, to promote the economic welfare of their citizens, the Counties desire to jointly develop a multi-county industrial park (“Park”) and execute and deliver an Agreement Governing the Darlington-Florence Industrial Park, the substantially final form of which is attached as *Exhibit A* (“Agreement”), to govern the inclusion of real and personal property in and expansion of the boundaries of the Park.

SECTION III: The Counties desire to include certain property in the Park (“Property”), as more particularly described on the attached *Exhibit B* and are hereby authorizing the inclusion of the Property in the Park.

SECTION IV: Florence is authorized to jointly develop the Park with Darlington. The Florence County Council Chair (“Chair”) is authorized to execute the Agreement, the Clerk to the Florence County Council (“Clerk”) is authorized to attest the same, and the Florence County Administrator (“County Administrator”) is authorized to deliver the Agreement to Darlington. The form of the Agreement is approved, with any revisions approved by the County Administrator, following consultation with legal counsel to Florence, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

SECTION V: The Chair, the County Administrator and the Clerk (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

SECTION VI: If any part of this Ordinance is unenforceable, the remainder is unaffected.

SECTION VII: Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

SECTION VIII: This Ordinance is effective after third and final reading.

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 AGREEMENT**

draft

AGREEMENT
GOVERNING THE
DARLINGTON- FLORENCE INDUSTRIAL PARK

BETWEEN

DARLINGTON COUNTY, SOUTH CAROLINA

AND

FLORENCE COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

∏

PREPARED BY:

PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000

INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK ("PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A PARK TYPE OF FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.

draft

AGREEMENT
GOVERNING THE
DARLINGTON- FLORENCE INDUSTRIAL PARK

BETWEEN

DARLINGTON COUNTY, SOUTH CAROLINA

AND

FLORENCE COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

[]

PREPARED BY:

PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000

INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK ("PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A PARK TYPE OF FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.

draft

THIS AGREEMENT (“Agreement”), effective as of [] (“Effective Date”), between Darlington County, South Carolina (“Darlington”), a political subdivision of the State of South Carolina (“State”), and Florence County, South Carolina (“Florence”), a political subdivision of the State (collectively, Darlington with Florence, “Counties,” each, a “County”), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, “MCIP Law”).

RECITALS:

WHEREAS, as contiguous counties, the Counties are permitted by the MCIP Law to jointly develop a multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties desire to create the “Darlington-Florence Industrial Park” (“Park”);

WHEREAS, by Darlington Ordinance No. [] and Florence Ordinance No. [] the Counties authorized the execution of this Agreement to govern the operation of the Park, including the location of real and personal property in the Park;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) (“*Horry County Case*”), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

**ARTICLE I
PARK BOUNDARIES**

Section 1.01. Park Boundaries.

(a) The Park consists of all real and personal property (“Property”) described on Exhibits A-1 (“Darlington Exhibit”) and A-2 (“Florence Exhibit”). The Counties may expand the Park’s boundaries, from time to time to include additional property, by the County in which the Property is located (“Host County”) adopting a resolution or ordinance approving the expansion of the Park’s boundaries, and the other County (“Companion County”) adopting a resolution approving the expansion of the Park’s boundaries. This Agreement is amended to reflect the expansion of the Park’s boundaries on the adoption by the Host County of a resolution or ordinance approving such expansion and the adoption by the Companion County of a resolution approving such expansion.

(b) The Counties may decrease the Park’s boundaries, from time to time, by the Host County adopting a resolution or ordinance approving the decrease in the Park’s boundaries and the Companion County adopting a resolution approving the decrease in the Park’s boundaries. This Agreement is amended to reflect the diminution of the Park’s boundaries on the adoption by the Host County of a resolution or ordinance approving such diminution and the adoption by the Companion County of a resolution approving such diminution.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park’s boundaries, without consent from the owner (or lessee) of a parcel of Property, while any benefit

or credit is attached to the inclusion of such parcel of Property in the Park.

**ARTICLE II
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. *Park Fee-in-Lieu of Taxes.* Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount 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 Property in the Park.

Section 2.03. *Negotiated Fee-in-Lieu of Taxes.* The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of a negotiated fee-in-lieu of *ad valorem* taxes incentive (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

**ARTICLE III
SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK**

Section 3.01. *Expense Sharing.* The Counties shall share all expenses related to the Park. If the Property is physically located in Darlington, then Darlington shall bear 100% of the expenses. If the Property is physically located in Florence, then Florence shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the host County.

Section 3.02. *FILOT Revenue Sharing.*

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain the revenue, to be expended in any manner as that County deems appropriate and in accordance with State law.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Darlington: after making any reductions required by law or other agreement (e.g. infrastructure credit agreement), Darlington shall retain 99% of the FILOT Revenue and transmit 1% of the FILOT Revenue to Florence within thirty days after the end of the calendar quarter of receipt.

(ii) For Property located in Florence: after making any reductions required by law or other agreement, Florence shall retain 99% of the FILOT Revenue and transmit 1% of the FILOT Revenue to Darlington within thirty days after the end of the calendar quarter of receipt.

Section 3.03. *FILOT Revenue Distribution in Each County.*

(a) According to *Horry County Case*, each County is required to set forth the distribution method of FILOT Revenue in that County. After distribution of the FILOT Revenue as provided by Section 3.02(b), the remaining FILOT Revenue ("Residual FILOT Revenue") is distributed in each County as follows:

(i) For Property located in Darlington: Darlington shall first reimburse itself for expenditures made to attract any entity to locate in the Park. Thereafter, any

remaining Residual FILOT Revenue shall be distributed to the political subdivisions in Darlington on a pro-rata basis according to the tax millage Darlington and the political subdivisions would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any school districts receiving a distribution of Residual FILOT Revenue shall divide the Residual FILOT Revenue on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district in the tax year in which the Residual FILOT Revenue is received.

- (ii) For Property located in Florence: Florence shall first reimburse itself for expenditures made to attract any entity to locate in the Park. Thereafter, _____ percent (____%) of any remaining Residual FILOT Revenue shall be allocated to an economic development fund to be used for economic development purposes, and the remainder shall be distributed to the political subdivisions in Florence on a pro-rata basis according to the tax millage Florence and the political subdivisions would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any school districts receiving a distribution of Residual FILOT Revenue shall divide the Residual FILOT Revenue on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district in the tax year in which Residual FILOT Revenue is received.
- (iii) Each County elects to distribute the FILOT Revenue received from the other County by either retaining the revenues or if it elects distributing the revenues in accordance with the applicable subsection (i) or (ii) above.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. Records. Each County shall, at the other County's request, provide a copy of each

record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. *Applicable Law.* To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. *Law Enforcement.* The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

Section 4.06. *Binding Effect of Agreement.* This Agreement is binding after execution by both of the Counties is completed.

Section 4.07. *Severability.* If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. *Complete Agreement: Amendment.* This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. *Counterpart Execution.* The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property while any benefit or credit is attached to the inclusion of such parcel of Property in the Park.

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

DARLINGTON COUNTY, SOUTH CAROLINA

By: _____
Bobby Hudson, Chairman
Darlington County Council

(SEAL)
ATTEST:

J. JaNet Bishop, Clerk to Council
Darlington County Council

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Roger M. Poston, Chairman
Florence County Council

(SEAL)
ATTEST:

Connie Y. Haselden, Clerk to Council
Florence County Council

draft

EXHIBIT A-1
DARLINGTON COUNTY PROPERTY DESCRIPTION

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

1. The 64.77-acre parcel identified as Darlington County Tax Map Number 145-00-01-011 and the 20.33-acre parcel identified as Darlington County Tax Map Number 144-00-01-133.

draft

EXHIBIT A-2
FLORENCE COUNTY PROPERTY DESCRIPTION

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

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

draft

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

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 December 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 12/31/15**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	38,908,243	32,494,189	6,414,054	16.49%
Licenses & Permits	1,409,900	620,334	789,566	56.00%
Fines & Fees	3,185,500	1,118,601	2,066,899	64.88%
Intergovernmental	5,793,083	1,882,124	3,910,959	67.51%
Sales and Other Functional	5,485,600	2,514,390	2,971,210	54.16%
Miscellaneous	481,500	152,649	328,851	68.30%
Operating Transfers	(610,119)	-	(610,119)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	54,653,707	38,782,287	15,871,420	29.04%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY16
07/01/15 TO 12/31/15**

		YEAR-TO-DATE			
		BUDGETED	ACTUAL	REMAINING	
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	PCT
10-411-401	County Council	342,123	153,138	188,985	55.24%
10-411-402	Administrator	646,688	254,523	392,165	60.64%
10-411-403	Clerk of Court	1,862,130	855,115	1,007,015	54.08%
10-411-404	Solicitor	1,112,263	528,904	583,359	52.45%
10-411-405	Judge of Probate	596,983	290,613	306,370	51.32%
10-411-406	Public Defender	779,093	342,495	436,598	56.04%
10-411-407	Magistrates	2,349,647	1,061,041	1,288,606	54.84%
10-411-409	Legal Services	79,000	26,164	52,836	66.88%
10-411-410	Voter Registration & Elections	662,593	221,058	441,535	66.64%
10-411-411	Finance	781,527	371,123	410,404	52.51%
10-411-412	Human Resources	400,034	182,928	217,106	54.27%
10-411-413	Procurement & Vehicle Maintenance	884,691	471,421	413,270	46.71%
10-411-414	Administrative Services	455,979	216,181	239,798	52.59%
10-411-415	Treasurer	1,280,267	611,609	668,658	52.23%
10-411-416	Auditor	516,286	239,896	276,390	53.53%
10-411-417	Tax Assessor	1,354,201	601,292	752,909	55.60%
10-411-418	Planning and Building	2,105,814	937,480	1,168,334	55.48%
10-411-419	Complex	1,381,803	584,720	797,083	57.68%
10-411-420	Facilities Management	792,257	364,277	427,980	54.02%
10-411-427	Information Technology	2,170,096	1,017,696	1,152,400	53.10%
10-411-446	Veteran's Affairs	158,311	77,376	80,935	51.12%
10-411-480	Senior Citizen Centers	326,508	72,316	254,192	77.85%
10-411-485	General Direct Assistance	272,544	145,886	126,658	46.47%
10-411-488	Contingency	241,261	100,157	141,105	58.49%
10-411-489	Employee Non-Departmental	526,415	311,947	214,468	40.74%
10-421-421	Sheriff's Office	16,703,607	8,304,372	8,399,235	50.28%
10-421-422	Emergency Management	2,514,131	1,194,400	1,319,731	52.49%
10-451-423	EMS	5,735,107	2,636,228	3,098,879	54.03%
10-451-424	Rescue Squads	361,711	67,597	294,114	81.31%
10-451-425	Coroner	331,646	170,298	161,348	48.65%
10-451-429	On-Site Clinic	146,820	57,573	89,247	60.79%
10-451-441	Health Department	80,934	50,237	30,697	37.93%
10-451-442	Environmental Services	751,011	320,455	430,556	57.33%
10-451-485	Health Direct Assistance	14,502	-	14,502	100.00%
10-461-485	Welfare - MIAP & DSS	502,109	323,145	178,964	35.64%
10-471-451	Recreation	1,838,782	988,685	850,097	46.23%
10-471-455	County Library	3,747,046	1,867,442	1,879,604	50.16%
10-481-485	Literacy Council	4,515	1,129	3,386	75.00%
TOTAL		54,810,435	26,020,913	28,789,522	52.53%

Percent of Fiscal Year Remaining = 50.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/15 TO 12/31/15**

	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	4,078,913	55,209	1.34%
112 Economic Development Partnership Fund	451,901	204,179	247,722	54.82%	451,901	58,046	393,856	87.16%
123 Local Accommodations Tax Fund	2,822,804	1,044,450	1,778,354	63.00%	2,822,804	1,165,658	1,657,146	58.71%
124 Local Hospitality Tax Fund	1,859,116	763,344	1,095,772	58.94%	1,859,116	1,286,853	572,263	30.78%
131 District Utility Allocation Fund	567,750	129,174	438,576	77.25%	567,750	567,750	-	0.00%
132 District Infrastructure Allocation Fund	713,000	203,034	509,966	71.52%	713,000	398,000	315,000	44.18%
151 Law Library Fund	57,605	26,750	30,855	53.56%	57,605	36,690	20,915	36.31%
153 Road System Maintenance Fee Fund	3,865,144	2,267,222	1,597,922	41.34%	3,865,144	1,403,263	2,461,881	63.69%
154 Victim/Witness Assistance Fund	209,454	88,213	121,241	57.88%	209,454	91,218	118,236	56.45%
421 Landfill Fund	4,207,428	1,847,496	2,359,932	56.09%	4,207,428	2,170,073	2,037,355	48.42%
431 E911 System Fund	1,961,255	757,762	1,203,493	61.36%	1,961,255	169,768	1,791,487	91.34%
TOTALS:	20,849,579	7,535,219	13,314,360	63.86%	20,849,579	11,426,233	9,423,346	45.20%

Percent of Fiscal Year Remaining: 50.00%

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

\$ 156,326,982

**Florence County Council
District Allocation Balances
Beginning Balances as of 12/31/2015**

Council District #	Type of Allocation	Beginning Budget FY15	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	84,078	40,800	43,278
	Paving	214,571		214,571
	Utility	86,986	5,000	81,986
	In-Kind	19,800	-	19,800
2	Infrastructure	35,724	20,084	15,640
	Paving	268,043	47,075	220,968
	Utility	(1,584)	(1,584)	-
	In-Kind	19,800	-	19,800
3	Infrastructure	60,993	34,719	26,274
	Paving	163,555	83,070	80,485
	Utility	27,499	6,250	21,249
	In-Kind	19,800	-	19,800
4	Infrastructure	155,069	14,650	140,419
	Paving	291,093	-	291,093
	Utility	63,549	-	63,549
	In-Kind	19,800	-	19,800
5	Infrastructure	41,048	39,500	1,548
	Paving	230,081	60,000	170,081
	Utility	60,243	34,150	26,093
	In-Kind	19,800	-	19,800
6	Infrastructure	181,195	14,500	166,695
	Paving	167,113	28,000	139,113
	Utility	-	-	-
	In-Kind	19,800	-	19,800
7	Infrastructure	43,905	9,150	34,755
	Paving	228,844	228,844	-
	Utility	76,798	6,250	70,548
	In-Kind	19,800	-	19,800
8	Infrastructure	54,612	54,612	-
	Paving	141,099	90,631	50,468
	Utility	61,387	53,776	7,611
	In-Kind	19,800	-	19,800
9	Infrastructure	56,922	56,922	-
	Paving	131,615	131,615	-
	Utility	135,570	121,713	13,857
	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 December 30, 2015

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,768,829.03	\$ 9,931,417.93	\$ 30,101,523.10	\$ 45,801,770.06	\$ 92,949,849.94	33.01%
US 76 Widening	\$ 31,641,621.00	\$ 2,707,293.82	\$ 2,647,226.20	\$ 8,249,738.89	\$ 13,604,258.91	\$ 18,037,362.09	42.99%
TV Road Widening	\$ 34,519,290.00	\$ 2,345,951.92	\$ 2,645,214.51	\$ 10,990,919.35	\$ 15,982,085.78	\$ 18,537,204.22	46.30%
SC 51 Widening	\$ 151,533,817.00	\$ 3,792,241.61	\$ 7,842,766.99	\$ 62,150.65	\$ 11,697,159.25	\$ 139,836,657.75	7.72%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 661,773.18	\$ -	\$ 18,697.00	\$ 680,470.18	\$ 72,783,675.82	0.93%
	\$ 447,587,262.00	\$ 15,986,386.65	\$ 24,291,623.43	\$ 63,653,008.95	\$ 103,931,019.03	\$ 343,656,242.97	23.22%

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	\$ -				\$ 11,624,853.61	\$ 3,297,871.15	105.63%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 250,000,000.00	\$ -	100.00%
	\$ 398,000,000.00				\$ 406,326,982.46	\$ 3,297,871.15	102.09%

NOTE 1: Revenue Received/Earned to Date is as of December 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 December 31, 2015**

Bond proceeds	\$ 124,840,280.25
Interest earnings through December 31, 2015	\$ 722,823.61
Local contributions	<u>\$ 75,637.27</u>
Total available	\$ 125,638,741.13
Bond proceeds expended through 12/31/15*	\$ 39,344,370.08
Local contributions expended through 12/31/15	\$ 75,637.27
Outstanding purchase orders as of 12/31/15*	<u>\$ 20,809,050.26</u>
Total expended/committed	<u>\$ 60,229,057.61</u>
Total remaining	<u><u>\$ 65,409,683.52</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 12/31/2015	O/S Purchase Orders
				Bond Issuance Costs		\$ 500,000.00		\$ 507,127.48	
				I. Public Safety-Fire					
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	\$ 1,800,000.00		\$ 47,811.32	\$ 1,700,000.00
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		\$ 113,119.28	\$ 1,261,003.15
4	Building		Howe Springs Fire District	New Main Station		\$ 3,700,000.00		\$ 218,254.68	\$ 2,867,935.72
5	Building		South Lynchs Fire District	Classroom, Logistics, & Maintenance Facility		\$ 1,000,000.00		\$ 26,250.00	
6	Building		South Lynchs Fire District	Upgrades to Station One Facilities		\$ 1,000,000.00		\$ 1,000,159.67	\$ (390.00)
7	Building		South Lynchs 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		\$ 214,797.45	\$ 1,006,136.47
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	\$ 1,000,000.00			
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemingtown		\$ 1,745,000.00		\$ 944,877.50	\$ 318,737.50
11	Building		Hannah Salem Friendfield Fire	Upgrade Stations One and Two		\$ 1,400,000.00		\$ 886,700.00	\$ 474,646.00
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 Fire	Station One addition Living & Training		\$ 150,000.00			\$ 19,981.20
15	Building		Sardis Timmons Fire	New Cartersville Station		\$ 750,000.00		\$ 749,948.75	
16	Building		Sardis Timmons Fire	Timmonsville Rescue Squad Building		\$ 80,000.00		\$ 244.49	
				Category Total				\$ 18,445,000.00	
				II. Public Safety - EMS					
17	Building		Florence County	EMS Station Timmonsville		\$ 740,000.00			
18	Building		Florence County	EMS Station Florence	Schlitz Drive	\$ 740,000.00		\$ 81,210.68	\$ 7,980.59
				Category Total				\$ 1,480,000.00	
				III. Emergency Management					
19	Building/Equipment		Florence County	Radio Upgrades - all Emergency Mangement Facilities	Law Enforcement Complex	\$ 15,000,000.00		\$14,280,632.45	
20	Building/Equipment		Florence County	New Emergency Operations Center Building	Law Enforcement Complex	\$ 4,955,251.00		\$ 114,990.08	\$ 191,242.76
				Category Total				\$ 19,955,251.00	
				IV. Sheriff					
21	Equipment		Florence County	Replacement of Boilers & Water Heaters at County Jail	Law Enforcement Complex	\$ 800,000.00			
22	Equipment		Florence County	Flex Units & Safety upgrades at County Jail	Law Enforcement Complex	\$ 189,600.00			
23	Building		Florence County	New Storage Building	Law Enforcement Complex	\$ 160,000.00		\$ 150,474.13	
24	Building		Florence County	New K-9 Training Facility	Law Enforcement Complex	\$ 20,000.00		\$ 8,562.20	\$ 8,845.20
25	Building		Florence County	Renovations at Law Enforcement Complex	Law Enforcement Complex	\$ 800,000.00		\$ 475,139.15	\$ 75,401.60
				Category Total				\$ 1,969,600.00	
				V. County Administration					
26	Building		Florence County	Renovation of Vacated Space at County Complex	County Complex Building	\$ 5,200,000.00		\$ 4,234,579.70	\$ 118,529.23
				Category Total				\$ 5,200,000.00	
				VI. Water & Sewer Improvements					
27	Water Line		Town of Coward	Salem Road/McAllister Mill Rd/Sand Hills Water Loop		\$ 750,000.00		\$ 56,409.84	\$ 10,395.70
28	Water Line		Town of Coward	Union School Road Tie to Scranton Water System		\$ 240,000.00		\$ 225,811.65	\$ 3,326.65
29	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Windy Hill Fire District		\$ 250,000.00		\$ 11,222.42	\$ 3,465.28
30	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for West Florence Fire District		\$ 250,000.00		\$ 12,820.35	\$ 3,465.28
31	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Howe Springs Fire District		\$ 250,000.00		\$ 12,690.69	\$ 3,465.28
32	Water Line		City of Lake City	Indiantown Road/S. Cameron Road Water Loop		\$ 690,000.00		\$ 10,007.91	\$ 9,564.08
33	Water Line		City of Lake City	Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop		\$ 593,000.00		\$ 8,600.94	\$ 8,219.63
34	Water Line		City of Lake City	Frierson Road/O'Shay Road Water Loop		\$ 250,000.00		\$ 3,626.02	\$ 3,465.28
35	Water Line		Town of Olanta	Central Road/Hood St. Water Loop		\$ 440,000.00		\$ 26,687.89	\$ 6,098.80
36	Water Line		Town of Olanta	Butler Scurry Road/McKenzie Road Water Loop		\$ 500,000.00		\$ 23,449.14	\$ 6,930.46
37	Water Line		Town of Olanta	Olanta Fire Station Water Extension		\$ 65,000.00		\$ 8,762.74	\$ 901.00
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		\$ 140,000.00		\$ 138,059.51	\$ 1,940.49
				Category Total				\$ 4,418,000.00	
				VII. Veteran Affairs					
39	Building		Florence County	Veteran Affairs County Administration Building	National Cemetery Road	\$ 1,200,000.00		\$ 41,158.92	\$ 1,095,200.36
				Category Total				\$ 1,200,000.00	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence						
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			\$ 990,225.14	
41	Corridor Enhancements		City of Florence	National Cemetery Road	Dargan St. To McCall Rd.			\$ 14,630.43	
42	Corridor Enhancements		City of Florence	Vista St.	Dargan St. to Dakland Ave.			\$ 21,189.90	
43	Corridor Enhancements		City of Florence	Sopkin St	Oakland Ave. to Crown Cir.			\$ 11,992.40	
44	Corridor Enhancements		City of Florence	Park Ave.				\$ 15,866.20	
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.			\$ 112,997.98	
51	Corridor Enhancements		City of Florence	Darlington St.	Irby St. to Oakland Ave.				
52	Corridor Enhancements		City of Florence	Oakland Ave.	Darlington St. to Norfolk St.	\$ 9,216,875.00		\$ 151,672.12	\$ 127,755.26
53	Intersection Improvements		City of Florence	Damon Dr. and Ansley St.				\$ 10,692.52	
54	Intersection Improvements		City of Florence	E. Palmetto St. Westbound at S. Church St.		\$ 1,031,250.00		\$ 16,257.40	\$ 14,294.23
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		\$ 6,860.40	\$ 4,721.39
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.			\$ 8,304.25	
60	Road Widening		City of Florence	W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.			\$ 122,398.59	
61	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			\$ 82,667.50	
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		\$ 132,359.91	\$ 126,490.40
64	Building		Town of Timmons ville	New Community Center		\$ 420,000.00			
65	Building		Town of Timmons ville	Magistrate's Building Renovations		\$ 180,000.00		\$ 151,343.37	
66	Sewer		Town of Pamplico	Replace Pembroke Apt Pump Station		\$ 154,400.00		\$ 115,498.79	\$ 2,140.16
67	Water		Town of Pamplico	New Water Tank		\$ 873,280.00		\$ 276,941.24	\$ 12,104.52
68	Water		Town of Pamplico	Shirley Road Water Line		\$ 154,697.00		\$ 24,670.78	\$ 2,144.23
69	Water		Town of Pamplico	Water System Extension		\$ 1,706,720.00		\$ 35,685.74	\$ 23,656.84
70	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		\$ 750,000.00		\$ 63,808.47	\$ 10,395.74
71	Building		Town of Olanta	Municipal Building Improvements		\$ 130,000.00		\$ 57,288.75	\$ 38,020.25
72	Recreation improvements		City of Johnsonville	Prosser Recreation Complex		\$ 800,000.00		\$ 106,849.40	\$ 599,408.71
73	Water		City of Johnsonville	Vox Water Line Project		\$ 4,378,000.00		\$ 315,672.54	\$ 60,683.53
74	Water		Town of Coward	New Water Tank		\$ 1,000,000.00		\$ 14,504.13	\$ 13,861.09
75	Recreation		Town of Coward	Expansion of Youth Baseball Field		\$ 200,000.00		\$ 156,090.75	\$ 27,347.00
76	Building		Town of Quinby	New Town Hall		\$ 360,000.00			
77	Building		Town of Quinby	Recreation/Community Building		\$ 720,000.00			
78	Recreation		Town of Scranton	Improvements to Scranton Nature Park		\$ 126,400.00		\$ 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		\$ 111,834.60	\$ 4,845.79
81	Water & Sewer		City of Lake City	Water & Sewer Improvements		\$ 2,360,000.00		\$ 1,150,072.07	\$ 32,711.99
82	Storm Water		City of Lake City	Storm Water System Improvements		\$ 1,200,000.00		\$ 292,091.90	\$ 16,633.24
83	Water & Sewer		City of Lake City	New Water Tank		\$ 800,000.00		\$ 14,103.40	\$ 11,088.77
84	Recreation		City of Lake City	New Multi Purpose Athletic Complex		\$ 400,000.00		\$ 11,926.62	\$ 5,544.47
85	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		\$ 160,000.00		\$ 3,000.62	\$ 45,712.82
86	Road / Parking		City of Lake City	C J Evans Field road & parking improvements		\$ 400,000.00		\$ 5,801.62	\$ 5,544.47
			Category Total				\$ 37,369,472.00		

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
			IX. Florence County Recreation						
87	Roads/Water		Florence County	Roads & Infrastructure - New Soccer Complex		\$ 1,040,000.00		\$ 207,764.12	\$ 14,415.42
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				\$ 55,887.79	\$ 1,108.83
92	Recreation Improvements		Florence County	Lynches River Athletic Park Sardis Paving Entrance				\$ 24,475.00	
93	Recreation Improvements		Florence County	Friendship Park Renovations					
			Category Total				\$ 1,440,000.00		
94	Building		X. Lake City Community Hospital	Improvements to Main Hospital		\$ 888,000.00		\$ 470,907.52	
			Category Total				\$ 888,000.00		
95	Drainage		XI. Lynches Lake-Camp Branch Watershed District	Drainage Improvements		\$ 80,000.00		\$ 59,617.60	
			Category Total				\$ 80,000.00		
			XII. Road Paving and Drainage						
96	Paving		Florence County	Cato Road		\$ 2,500,000.00		\$ 119,563.54	\$ 579,638.37
97	Paving		Florence County	Moulds Road		\$ 1,100,000.00		\$ 24,450.75	\$ 198,770.34
98	Paving		Florence County	Country Lane		\$ 1,400,000.00		\$ 99,552.33	\$ 422,372.73
99	Paving		Florence County	Cherry Johnson Road		\$ 1,900,000.00		\$ 175,619.82	\$ 631,280.38
100	Paving		Florence County	Ball Park Road		\$ 1,500,000.00		\$ 95,058.08	\$ 411,086.88
101	Paving		Florence County	McLaurin Road		\$ 600,000.00		\$ 23,868.68	\$ 191,265.68
102	Paving		Florence County	Highland Road		\$ 250,000.00		\$ 9,851.42	\$ 76,715.53
103	Paving		Florence County	Laurel Circle		\$ 600,000.00		\$ 30,455.02	\$ 145,367.49
104	Paving		Florence County	Law Road		\$ 1,100,000.00		\$ 32,605.22	\$ 307,348.17
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		\$ 274,541.83	\$ 108,144.03
107	Drainage		Florence County	Brookgreen		\$ 1,000,000.00		\$ 40,669.26	\$ 27,695.96
108	Drainage		Florence County	Foxcroft		\$ 300,000.00		\$ 17,745.34	\$ 10,764.22
			Category Total				\$ 16,250,000.00		

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
				XIII. General Road Improvements					
109		District 1		Swan Rd.	Park Ave. to last house	\$ 4,033,853.00		\$ 24,657.16	\$ 23,563.70
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.	Accline St. to Kelly St.			\$ 1,304.47	\$ 34,654.99
129				Thomas St.	S. Church St. to CSX RR			\$ 1,400.90	\$ 37,217.62
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			\$ 46,163.67	
133				Retha Dr.	Kelly St. to end of road			\$ 917.30	\$ 24,369.58
134				King St.	Nesmith St. to Charles St.			\$ 4,890.03	
135				Major Rd.	Gray Rd. to end of road			\$ 13,347.39	
136				Slocum Ln.	Gray Rd. to end of road			\$ 7,892.93	
137				Dennis Rd.	Cooktown Rd. to Old South Rd.				
138				Bayne Ln.	Beulah Rd. to E. Plantation Rd.				
139				E. Plantation Rd.	portion of ???				
140				S. Acline St.	Fairview St. to Graham Rd.				
141				Baker Rd.	N. Camerontown Rd. to end of road				
142				Barnwell St.	Bozy Rd. to Lee St.				
143				Blanche St.	Northside Ln. to end of road			\$ 6,646.79	
144				Windham Rd.	Owens Dr. to Blanche St.				
145				Hurst St.	School Dr. to end of road			\$ 8,566.91	
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			\$ 160,030.48	
156				L/C Manned Conv. Service Area on Lake City Landfill Rd.					
157				Sequoia Rd.				\$ 1,687.85	\$ 44,840.42
158				Camelot Way	N. Country Club Rd. to Scotland Rd.			\$ 1,977.87	\$ 52,545.75
159				Dogwood Ln.	S. Morris St. to Middlecoff Rd.			\$ 1,980.70	\$ 52,620.75
160				Lancelot Way	Scotland Rd. to end of road			\$ 2,393.47	\$ 63,586.18
161				Lockwood Rd.	Middlecoff Rd. to Dogwood Ln.			\$ 2,761.79	\$ 73,371.61
162				McFaddin St.	Wallace St. to Ida St.			\$ 2,493.40	\$ 66,241.32
163				Salter St.	Wallace St. to Ida St.			\$ 1,183.23	\$ 31,434.88
164				Byrd St.	School Dr. to end of road			\$ 649.67	\$ 17,259.27
165				Fountain St.	School Dr. to end of road			\$ 961.15	\$ 25,534.63
166				Hurst St.	Hwy 52 to End of road			\$ 577.56	\$ 15,344.22
167				Mill St.	N. Church St. to Ball Parkd Rd.			\$ 1,397.80	\$ 37,135.11
168				N. Church St. (Scranton)	Mill St. to Railroad Ave.			\$ 757.50	\$ 20,124.41
169				School Dr.	Byrd St. to end of road			\$ 949.76	\$ 25,231.60
170				Parking and Roads at Lake City Sports Complex	S. Blanding St. to Graham Rd.				

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
171		District 2		Bluff Rd.		\$ 4,033,853.00		\$ 44,579.81	\$ 23,563.70
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		\$ 42,836.76	\$ 32,174.48
194				Brunson St.				\$ 44,955.57	\$ (336.88)
195				Dargan St.	Hwy 52 to Vista St.			\$ 45,868.43	\$ 4,257.77
196				Timmons St.				\$ 19,275.22	\$ 6,826.00
197				Bradford St.				\$ 27,182.21	\$ (2,606.39)
198				Wilson St.				\$ 38,005.01	\$ 195.60
199				Liberty St.				\$ 33,818.75	\$ 1,414.09
200				Boyd St.				\$ 30,403.83	\$ (8,982.57)
201				Commander St.				\$ 43,271.33	\$ (3,503.81)
202				Vista St.					
203				Light St.				\$ 7,959.06	\$ 1,726.00
204				Stackley St.				\$ 36,063.42	\$ (1,753.08)
205				Hemingway St.				\$ 12,951.66	\$ 3,369.39
206				Marlboro St.				\$ 29,257.48	\$ (2,481.77)
207				E. Marion St.				\$ 28,069.93	\$ 38,563.23
208				Freemand St.				\$ 9,576.09	\$ 783.46
209				Dixie St.				\$ 113,449.47	\$ 22,262.31
210				Ingram St.				\$ 45,857.64	\$ 20,184.04
211				Alexander St.				\$ 62,106.99	\$ 95,324.55
212				Harmony St.				\$ 52,960.16	\$ 13,844.21
213				Harrell St				\$ 31,672.28	\$ 17,840.39
214				Lawson St.				\$ 89,325.45	\$ (17,260.02)
215				Sanborn St.				\$ 53,726.22	\$ 25,981.76
216				N. McQueen St.				\$ 50,530.33	\$ 5,131.39
217				W. Marion St.				\$ 120,444.78	\$ (1,095.20)
218				Pennsylvania St.				\$ 54,008.59	\$ (5,145.77)
219				Carver St.				\$ 48,383.12	\$ 6,809.57
220				Gladstone St.				\$ 40,185.89	\$ 1,169.28
221				Fairfield Cir.				\$ 41,874.71	\$ 11,367.13
222				Waverly St.				\$ 75,673.35	\$ 37,754.17
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.				\$ 13,688.62	\$ 4,515.72

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
229		District 4		Van Houton Dr.		\$ 4,033,853.00		\$ 38,346.76	\$ 35,952.10
230				Alma Ln.				\$ 12,638.96	\$ 11,433.04
231				Willow Point Rd.					\$ 244,842.00
232				Pygate Rd.				\$ 247.00	\$ 633,470.00
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.					\$ 351,540.30
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		\$ 24,657.16	\$ 23,563.70
250				Carnell Dr.					
251				S. Canal Dr.					
252				Circle Dr.				\$ 83,289.58	
253				Margo Ln.				\$ 7,605.71	
254				Milestone Rd.					
255				C.W. Robinson Rd.				\$ 95,021.65	
256				Trails End Rd.				\$ 57,023.80	
257				Dunlap Rd.				\$ 16,876.73	
258				Sam Lee Rd.				\$ 95,469.60	
259				S. Railroad Ave.				\$ 61,916.83	
260				Java Rd.				\$ 92,078.90	
261				Round Tree Rd.				\$ 68,032.97	
262				E. Eagerton Rd.				\$ 44,672.85	
263				Doric Rd.				\$ 29,109.74	
264				Ben Gause Rd.					\$ 93,075.06
265				Silver Leaf Rd.					\$ 21,269.82
266				Railroad Ave. (Scranton)				\$ 143,318.30	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
267		District 6		Charlie Cade Rd.		\$ 4,033,853.00		\$ 80,297.02	\$ 23,563.70
268				Coleman Rd.				\$ 14,839.00	
269				Spring Branch Rd.					
270				Willow Grove Rd.					\$ 96,621.21
271				Haven Rd.					\$ 39,665.55
272				Magic Dr.				\$ 23,927.00	
273				Danieltown Rd.				\$ 75,045.44	
274				Pepper Tree Rd.				\$ 37,736.86	
275				Antique Cir.					\$ 30,981.38
276				Diamond Head Loop Rd.					\$ 210,689.01
277				Pecan Grove Rd.				\$ 47,816.73	
278				Hosea Gibbs Rd.				\$ 184,910.41	
279				Tabernacle Rd.					\$ 151,464.51
280				Boling Rd.				\$ 54,098.81	
281				Cart Rd.					\$ 54,530.35
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.					\$ 1,486.48
289				Ard St.				\$ 7,455.00	
290				Wickerwood Rd.				\$ 85,519.50	
291				Large Farm Rd.					\$ 12,987.14
292				Camp Wiggins Rd.				\$ 13,296.53	
293				Horse Shoe Rd.				\$ 56,800.00	
294				Benton Rd.				\$ 13,490.00	
295				Freeman Ln.					\$ 20,419.54
296				Nita Cain Rd.					\$ 81,756.41
297				South Wind Rd.				\$ 27,460.75	
298				Gum Rd.					\$ 81,756.41
299		District 7		Hughes Cir (off TV Rd.)		\$ 4,033,853.00		\$ 47,300.71	\$ 158,844.89
300				Joan Rd. (off TV Rd.)				\$ 19,761.90	\$ 118,689.36
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.				\$ 13,268.24	\$ 82,982.14
307				Tara Dr.				\$ 5,824.58	\$ 154,739.98
308				Raiford Ln.				\$ 444.31	\$ 11,804.07
309				Calvert's Ct.				\$ 567.41	\$ 15,074.19
310				Shamrock Rd.				\$ 603.91	\$ 16,044.25
311				Clayton Ct.				\$ 567.41	\$ 15,074.19

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 12/31/2015	O/S Purchase Orders
312	Resurface	District 8		Maulden Dr.		\$ 4,033,853.00		\$ 28,507.27	\$ 125,852.21
313	Resurface			Crownland Estates					
314	Resurface			E. and W. Sandhurst Dr.				\$ 5,116.14	\$ 135,918.90
315	Resurface			Stratford Cir.				\$ 1,672.63	\$ 44,436.11
316	Resurface			Castleberry Dr.				\$ 796.19	\$ 21,152.16
317	Resurface			Westmoreland Ave.					
318	Resurface			Devonshire Dr.					
319	Resurface			Longwood Dr.				\$ 1,107.04	\$ 29,410.50
320	Resurface			Woods Dr.					
321	Resurface			Rosedale St.				\$ 2,671.86	\$ 70,982.20
322	Resurface			St. Anthony Dr.				\$ 3,483.24	\$ 92,538.10
323	Resurface			Jones Rd.				\$ 906.04	\$ 24,070.27
324	Resurface			Winthrop Dr.				\$ 1,328.19	\$ 35,285.74
325	Resurface			Progress St.				\$ 1,536.74	\$ 40,825.96
326	Resurface			Lee St.				\$ 1,162.00	\$ 30,870.56
327	Resurface			Saluda Ave.				\$ 3,773.46	\$ 100,248.43
328	Resurface			Sewanee Ave.				\$ 579.86	\$ 15,404.92
329	Resurface			Chestnut St.				\$ 2,418.43	\$ 64,249.43
330	Resurface			Kalmia St.				\$ 1,307.87	\$ 34,745.71
331	Resurface			Sesame St.				\$ 891.53	\$ 23,685.27
332	Resurface			Cedar St.	Franklin to Adams Ave.			\$ 1,249.89	\$ 33,205.66
333	Resurface			Waters Ave.	Park to Lawson			\$ 535.60	\$ 14,228.86
334	Resurface			Sylvan Dr.				\$ 1,357.37	\$ 36,060.77
335	Resurface			Cedar Lawn Court				\$ 914.13	\$ 24,285.28
336	Resurface			Lakeside Drive				\$ 891.53	\$ (284.73)
337	Resurface			Richburg Ln.				\$ 829.16	\$ 22,028.20
338	Resurface			Jeffries Ln.				\$ 2,566.82	\$ 68,192.11
339	Resurface			Hondros Cir.				\$ 737.95	\$ 19,605.10
340	Resurface			Constantine Dr.				\$ 1,064.88	\$ 28,290.45
341	Resurface			Rollins Ave.				\$ 846.37	\$ 22,485.21
342	Resurface			Fitz Randolph Cir.				\$ 521.14	\$ (285.15)
343	Resurface			Shore Ln.				\$ 865.56	\$ (284.76)
344	Resurface			Marion Ave.				\$ 1,389.92	\$ 36,925.82
345	Resurface			Virginia Acres				\$ 1,434.14	\$ 38,100.87
346	Resurface			Poinsette Ave.				\$ 1,035.72	\$ 27,515.41
347	Resurface			Melrose Ave.				\$ 1,097.83	\$ 29,165.48
348	Resurface			Courtland Ave.				\$ 1,049.64	\$ 27,885.43
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.				\$ 907.92	\$ 24,120.27
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 12/31/2015	O/S Purchase Orders
		District 9		Hampton Pointe Subdivision		\$ 4,033,853.00		\$ 24,656.93	\$ 23,563.78
373				Aberdeen Ct.				\$ 7,492.72	
374				Blaire Ct.				\$ 6,371.76	
375				Bridgeport Ct.				\$ 6,076.77	
376				Danvers Ct.				\$ 7,197.73	
377				New Gate Ct.					
378				Parliament Cir.					
379				S. Addison St.				\$ 20,059.24	
380				S. Barrington Dr.				\$ 78,614.50	
381				S. Brunswick Ct.				\$ 6,696.25	
382				S. Harrington Ct.				\$ 6,578.25	
383				Victoria Ct.				\$ 9,764.13	
384				W. Hampton Pointe Dr.				\$ 135,016.37	
385				Winslow Ct.				\$ 11,121.07	
				Whitehall Annex Subdivision					
386				Albemarle Blvd.					\$ 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
				Village Green and Waterford Subdivisions					
392				Greenview Dr.					
393				Key Largo Ct.				\$ 218.85	\$ 5,814.08
394				Waterford Dr.				\$ 1,726.97	\$ 45,879.43
				Springdale and Villa Arno Subdivisions					
395				Guilford Cir.					
396				Perth St.					
397				Springfield St.					
398				Suffolk Place					
399				Strada Amore					
400				Strada Gianna					
401				Strada Mateo					
402				Via Ponticello					
				Oak Forrest Subdivision					
403				Alabama Ln.					\$ 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
				Kelly Farms and Parkland Subdivisions					
413				Derby Dr.					
414				Kelly Farms Rd.					
415				Preakness Ln.					
416				W. Belmont Cir.					
417				Cottonwood Dr.				\$ 1,378.10	\$ 36,611.45
418				Deerwood Place				\$ 268.67	\$ 7,138.10
419				Heathway Dr.				\$ 2,832.06	\$ 75,237.66
420				Mosswood Dr.				\$ 2,529.74	\$ 67,207.37
421				W. Delmae Dr.					
422				Wethersfield Dr.				\$ 1,879.78	\$ 49,937.69
				Heritage Subdivision					
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 12/31/2015	O/S Purchase Orders
				Forest Lake And Forest Lake West Subdivisons					
428				Brock Cir.					
429				Ginny Ct.					
430				Julie Ln.					
431				Goff Ct.					
432				Lunn Dr.					
433				Madden Ln.					
434				Sliger Cove					
435				Yeargin Cove					
436				Young Charles Dr.					
437				Wanda Cove					
438				Claude Douglas Cir.					\$ 65,118.42
439				Hepburn Blvd.					\$ 34,264.47
				Dunwoody Subdivision					
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
				Farmwood and Ferndale Subdivisions					
445				Farmwood Dr.					\$ 24,493.87
446				Heather Dr.					\$ 20,220.45
447				Patrick Dr.					\$ 13,861.52
448				Boone Cir.					
449				Corbett Place					
				Charters Subdivision					
450				Bristol St.					
451				Charters Dr.					
452				Claymount Ct.					
453				Cravenhurst Ct.					
454				Dominion Ct.					
455				Fairhaven Rd.					
456				Magna Carta Rd.					
				Arrowood Subdivision					
457				Arrowhead Cir.					
458				Arrowood Dr.					
459				Falcon Way					
460				Skylark Dr.					
				Chadwick Place					
461				Britanna St.					
462				Chadwick Dr.					
463				Knights Bridge Rd.					
464				Lamplsey Way					
465				Wetherby Ln.					
466				Stratton Dr.				\$ 7,554.43	\$ 200,695.95
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.				
				Category Total				\$ 36,304,677.00	
				Grand Total of all projects				\$145,000,000.00	\$39,344,370.08 \$20,809,050.26

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Relocate Utility Poles As Required For The Capital Project Sales Tax I Project - Highway 51 Widening Project.

POINTS TO CONSIDER:

The utility poles need to be relocated for the Highway 51 widening project as part of the Capital Project Sales Tax I.

OPTIONS:

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

ATTACHMENT:

Copy of Easement.

EASEMENT

SC 51, Pamlico Highway-Section 3
SCDOT Parcel #814
Tax Map #00377-02-061

SOUTH CAROLINA
FLORENCE COUNTY

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from FLORENCE COUNTY, ("GRANTOR," whether one or more), to Duke Energy Progress, LLC
("DEP"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in School District Number 2, of said County and State, described as follows: containing 1.29 acres, more or less, and being the land described in a deed from William L. Coleman to Florence County, South Carolina, dated September 1, 2004, and recorded in Deed Book A869, Page 581, also shown on a plat, dated April 5, 2004, surveyed for Florence County, and recorded in Plat Book 84, Pge 366, Office of the Clerk of Court for Florence County (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and ten (10) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The center line of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto. It is understood and agreed that the easement area herein granted is for the relocation of existing facilities on the land described above made necessary by highway changes.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

Florence County

By: _____

Name: K. G. "Rusty" Smith, Jr.

Its: County Administrator

Witnesses:

(Affix Corporate Seal)

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina, certify that _____ personally appeared before me this day and made oath that he/she saw the within named Florence County by K.G. "Rusty" Smith, Jr., its County Administrator, sign the foregoing EASEMENT, and the said corporation, by said officer, seal said EASEMENT as its act and deed, deliver the same, and that the subscribing witnesses are not a party to or beneficiary of the transaction, and that he/she with _____ witnessed the execution thereof.

Sworn to before me, this _____ day

of _____, 20____.

Witness Signature

Notary Public

Print Name of Notary

My commission expires: _____

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Report to Council

DEPARTMENT: Solicitor's Office
Administration

ISSUE UNDER CONSIDERATION: The Solicitor's Office received an Underserved Victims of Violent Crime grant for a Victim Advocate position for the period January 1, 2016 through September 30, 2016. The Solicitor will employ a Victim Advocate for one-year and fund the additional costs. Florence County funds will not be utilized.

POINTS TO CONSIDER:

1. This grant was awarded directly to the Twelfth Circuit Solicitor's Office and not to Florence County.
2. If the grant period ends and no funding is identified to continue this position, the position will be removed from the County's payroll roster and the Solicitor's Office will be responsible for any unemployment claims.

FUNDING FACTORS:

1. Cost of position, including all benefits, as well as unemployment insurance benefits, is estimated to be \$50,600. However, none of this cost will be incurred by Florence County.

OPTIONS:

1. No action is required. This item is presented for information.

ATTACHMENTS:

1. Solicitor's Request Memorandum
2. Grant Award Sheet
3. Grant Budget



FLORENCE COUNTY
Human Resources Department

TO: K. G. Rusty Smith, Jr., County Administrator
FROM: Bonnita K. Andrews, Human Resources Director
DATE: February 5, 2016
SUBJECT: Solicitor's Personnel Request for Grant-funded Victim Advocate

The Solicitor requests approval to add a Victim Advocate position funded by the Underserved Victims of Violent Crime Grant for one year. The grant runs from January 1, 2016 through September 30, 2016 with award of \$25,108 and Solicitor's Office match of \$6,277, a total of \$31,385 for Personnel.

The Solicitor plans to hire a Victim Advocate at the minimum of Grade 16 which is \$32,460 per year. The full personnel cost for one-year is approximately \$44,059. The Solicitor commits to fund this additional cost, approximately \$12,674. Florence County funds would not be utilized. If funding becomes unavailable for the position, personnel would be removed from the County's payroll. The employee hired in the position will be informed in writing of these terms.

The FY 2015/16 Budget Ordinance Section 8. Compensation and Classification Plan and Personnel provides the following guidelines: "The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County's compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds." and "Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County."

Kevin Yokim, Finance Director, has reviewed the request and confirmed sufficient funding within the Solicitor's Office and the grant award.

C: Kevin V. Yokim, Finance Director

Attachments Solicitor Clement's Memorandum
Personnel Action Request
Grant Award Sheet
Jack Greenan's E-mail and Grant Budget

The State of South Carolina



OFFICE OF SOLICITOR

E.L. Clements, III
Solicitor

Twelfth Judicial Circuit
City-County Complex, Room 1101
180 North Irby Street, MSC-Q
Florence, South Carolina 29501

Telephone (843) 665-3091
Fax (843) 669-3947

February 3, 2016

MEMO TO: Kevin Yokim, Florence County Finance Director

FROM: Ed Clements, Solicitor

RE: Request to Fill New Victim Advocate Position – dated 1/27/16
Personnel Action Request – dated 1/28/16

The Office of Solicitor, Twelfth Judicial Circuit, has been awarded a new grant as of January 1, 2016, under the Project Title: Victim Advocate for Underserved Victims of Violent Crime.

This position is to be funded by non-Florence County funds for a minimum of one year.

A handwritten signature in black ink, appearing to read "Ed Clements".

FLORENCE COUNTY PERSONNEL ACTION REQUEST

EMPLOYEE/APPLICANT INFORMATION	TYPE OF TRANSACTION (check all applicable items):
Requested Effective Date: _____	JAN 28 2016
Fund/Dept./Division/Slot: <u>1404/000</u>	New Employee () Regular () Probationary ()
Employee ID Number: _____	New Position () New Slot ()
Name: _____	Part-time () Full-time () End of Probation ()
(last) (first) (middle)	Temporary () Type: _____
Address: _____	Provisional Timeframe: _____
(city) (state) (zip code)	Transfer () Former Fund/Department/Slot: _____
Phone number: _____	Other: _____
Position/Job Classification and Pay Data:	Request for Salary Change Due to:
Present: Proposed:	Merit () Reclassification () Demotion () Promotion ()
Position Title _____	Other () _____
Class Code _____	Suspension without Pay () Number of Days: _____
Pay Grade _____	Administrative Leave with Pay () without Pay ()
Hourly Rate _____	Leave: Type/Timeframe _____
Annual Salary _____	Remarks: <u>This position is to be funded by</u>
Workweek _____	<u>Grant and now Florence Co. funds</u>
Supplement _____	<u>for a minimum of one year.</u>
Exempt/Salaried (<input checked="" type="checkbox"/>) Non-Exempt/Hourly ()	**Documentation must be attached for all salary changes
HR/Finance Use Only: FLSA Code () Work Comp Code ()	Termination Actions (check applicable item):
Marital Status/Exemptions: Fed _____ State _____	Resignation w/status () Resignation w/o Status ()
Additional Withholding: Fed _____ State _____	Layoff () Retirement () Disciplinary () Probation/Reject ()
Retirement _____ Retirement Code _____	Other () _____
Employment status _____	Additional Remarks: _____
Gender/Race Code _____	
Birthdate _____	
Employee/Candidate's Signature _____ Date _____	FINAL REVIEW:
<small>- All hires are contingent on successfully passing the required background checks. Personnel actions not final until approved by the County Administrator or designee.</small>	Approved () _____
DEPARTMENTAL REVIEW:	Denied () Human Resources Director Date _____
Approved <u>[Signature]</u> <u>1-23-16</u>	Approved () _____
Denied () Division Head/Supervisor Date _____	Denied () Finance Director Date _____
Approved () _____	Approved () _____
Denied () Department Head/Elected Official Date _____	Denied () County Administrator Date _____
	VERIFICATION:
	Human Resources _____ Date _____
	Finance Department _____ Date _____

ALL CHANGES MUST BE GIVEN TO EMPLOYEES IN WRITING AND REVIEWED BY THE COUNTY ADMINISTRATOR

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

Copy - 1/20/16
Original mailed

GRANT AWARD

Subgrantee: Twelfth Judicial Circuit Solicitor's Office
Grant Title: Victim Advocate for Underserved Victims of Violent Crime
Grant Period: 1/1/2016 - 9/30/2016 Date of Award: January 1, 2016
Amount of Award: \$47,908 Grant No.: 1V15158

In accordance with the provisions of the Victims of Crime Act of 1984, 42 U.S.C. 10601, *et seq.*, CFDA No. 16.575, and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with, including the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm. The OJP Financial Guide may be downloaded at www.ojp.usdoj.gov/financialguide/index.htm.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc.

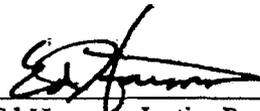
The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within thirty (30) days from the date above, and such bi-annual and other reports required by the South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



Signature of Official Authorized to Sign
Ed Clements Jr.



Ed Harmon, Justice Programs Administrator
Office of Highway Safety and Justice Programs



Phil Riley, Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED
AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

Bonnita Andrews

From: Jack Greenan
Sent: Friday, February 05, 2016 10:50 AM
To: Bonnita Andrews
Subject: Grant fund
Attachments: image3189.pdf

Bonnita,

Attached is the grant breakdown.

The hand written numbers came from Columbia as they adjusted the grant from 12 to 9 months.

Thanks, Jack

Section 7

Agency DUNS number*: 078651560
(fedgov.dnb.com/webform)

Has your agency registered with Central Contractor Registration (CCR)?* **Unselected**
(www.sam.gov)

For Central Contractor Registration (CCR) handbook click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 078651560

FEIN:

Agency Name Office of Solicitor, Twelfth Judicial Circuit

Address 180 North Irby Street, MSC-Q

City Florence

State SC

(Please use the Name/Address above instead of this field)

Name and Address of Implementing Agency

10 Digit Zip 29501

(Area) Phone #: 843-665-3091

(Area) Fax #: 843-669-3947

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$63,477 25108	\$8,370 0277	\$41,847 31385
Contractual Services	\$0	\$0	\$0
Travel	\$3,080	\$770	\$3,850
Equipment	\$17,200	\$4,300	\$21,500
Renovation/Construction	N/A	N/A	N/A
Other	\$2,520	\$630	\$3,150
TOTAL:	\$66,277 47908	\$14,070 11977	\$70,347 59885
b. PERCENTAGE	80%	20%	100%

Section 9

APPROPRIATION OF NON-GRANTOR

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Report to Council

DEPARTMENT: Administration
Finance
Facilities Management

ISSUE UNDER CONSIDERATION:

Approve funding for improvements to the kitchen at the Florence County Public Service Building in an amount not to exceed \$3,500 from Contingency funds.

POINTS TO CONSIDER:

1. The kitchen at the Florence County Public Service Building is used by the various agencies housed in this building, including South Carolina DSS, Clemson Extension, and Pee Dee CAA, for various programs these agencies host during the year.
2. After several years of tight budgets and other more critical projects being performed in this building, the kitchen now has a need to be refurbished.
3. The cost of the appliances and other materials will not exceed \$3,500, and Facilities Management staff will provide the labor, saving the County a few thousand dollars.

FUNDING FACTORS:

1. Cost of appliances and other materials = \$3,500. To be funded from Contingency funds.

OPTIONS:

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

ATTACHMENT:

1. Copy of email from Clemson Extension to Chairman Poston dated February 4, 2016.

On Feb 4, 2016, at 9:35 AM, Faith Lawrimore Truesdale <flawrim@clermson.edu> wrote:

Dear Mr. Poston,

I hope you are doing well. I am writing this morning because you are the only member of the County Council that I personally know and I was curious if we might get your help on something or if you can give advice on what we should do. As you probably know, I left Farm Bureau to take a job as the 4-H Agent with Clemson Extension in Florence and we have been working very hard to rebuild the program. When I came on board 2 years ago, there were no active clubs in Florence County and since then we have grown to 7 clubs with the hopes of expanding that even more. Florence County youth have also been very active in both our livestock projects as well as the 4-H Healthy Lifestyles Program, among other things. In fact, both our Junior and Senior 4-H Healthy Lifestyles Cooking Teams placed 1st at the state level. Our senior team will be traveling to New Orleans this summer to compete nationally. Not only do we teach cooking, food safety and healthy recipes, we also teach the youth where their food comes from and promote SC Grown commodities.

In addition to our normal, monthly 4-H Club Meetings and Cooking Team training sessions, we also hold a Healthy Lifestyles Cooking Day Camp each summer in the Kitchen of the Florence County Public Services Building. Much work is being done to the building as a whole with the upgrade of lights and heating/air units. However, the kitchen, which is used by all agencies in the building, is in desperate need of help! We no longer have a refrigerator, the dishwasher is falling apart and the countertops are coming up. Attached are pictures for your review. No work has been done to the kitchen since it was built in the 70s. In order for us to hold our summer camp safely for our Florence County youth, we need new appliances and a new countertop in the Kitchen of the Florence County Public Services Building. By fixing the kitchen, you would not only be helping Clemson Extension and 4-H, but all of the agencies that reside in the building and utilize the space for meetings, trainings, etc. I also know that the local foster care children use the kitchen once a month for dinner while their foster parents attend meetings. It's ashame to have such a nice building to let it fall apart and not be useful for its intended purpose. Our building manager is well aware and has contacted his supervisor but we have not heard of any progress taking place and the refrigerator went out 5 months ago. Do you think it's possible to have these simple upgrades taken care of by June?

If these things are fixed, I also think it will be important to put into place rules for the use of the kitchen to make sure it's left clean and taken care of. It has been my brief experience that not everyone cleans up after themselves.

Thank you in advance for your assistance. Please let me know if you have recommendations for what we can do to make sure these small details are fixed so that our building can be useful again.

Faith Lawrimore Truesdale
4-H and Youth Development Agent
Florence County Clemson Extension
2685 South Irby Street, Suite K
Florence, SC 29505
Office (843) 661-4800 x 121
Cell (803) 530-0950
flawrim@clermson.edu

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Report to Council

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION: Acceptance of audit for fiscal year ended June 30, 2015

POINTS TO CONSIDER:

1. The audit for the year ended June 30, 2015 has been performed by the firm of Elliott Davis Decosimo, LLC.
2. Council needs to accept the audit or refer it to the administration and finance committee for their review.

FUNDING FACTORS: None

OPTIONS:

1. (*Recommended*) Vote to accept the audit as presented.
2. Provide an alternate directive

ATTACHMENT:

None

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Finance Department/Risk Management
Procurement Department

ISSUE UNDER CONSIDERATION: Request For Council to Award Bid No. 24-15/16 For Builder's Risk Insurance For The New Judicial Center To Cormell-Streett & Patterson Insurance Services Of Florence, SC In The Amount Of \$35,275.00 From The Judicial Capital Project Fund. *(3 Compliant Bids Received).*

POINTS TO CONSIDER:

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Wednesday, January 6, 2016. The bid opening was held on Tuesday, January 26, 2016.
- 2) Three (3) bids were received; Three (3) bids were compliant. Cormell-Streett & Patterson Insurance Services of Florence, SC was the lowest responsible, responsive bidder.
- 3) Tony Lewis, the Risk Manager recommends awarding the low bidder.
- 4) The bid expires April 26, 2016.

FUNDING FACTORS:

\$35,275.00 = Funded from the Judicial Capital Project funds under line item 329-411-420-000-1221-8600.

OPTIONS:

- 1) Award Bid No. 24-15/16 *(Recommended).*
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter from Tony Lewis, Risk Manager.

Florence County, SC **Bid Opening Date: 1/26/2016**
Project: Builder's Risk Insurance for the new **Time: 3:00 p.m.**
Judicial Center

Tabulation for Bid No. 24-15/16

Name of Bidder	Addendum No. 1 (Y/N)	Addendum No. 2 (Y/N)	Submitted Bid**
Cormell - Streett & Patterson - Florence, SC*	Yes	Yes	\$35,275.00
Arthur J. Gallagher & Co., - Charleston, SC	Yes	Yes	\$38,718.00
HUB International Southeast Limited - Columbia, SC	Yes	Yes	\$44,661.00

Notes:

*5% Local Preference-Florence County Code, Section 11.5-39

**Bid includes sales tax

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the lowest priced responsible/responsive bidder as stated on this bid tabulation.



FLORENCE COUNTY
Finance Department

January 28, 2016

Patrick Fletcher
Florence County Procurement Director

Patrick,

After reviewing the bids for the Builder's Risk insurance coverage on the Judicial Center, Cornell, Streett & Patterson is low bid and their submission meets or exceeds the requirements set forth in the bid documents. My recommendation is to procure the policy with them.

Regards,

Tony M. Lewis
Florence County Risk Manager

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council
Contract Approval

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize ICA Engineering From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Ben Gause and Silver Leaf Roads In The Amount Of \$50,000 To Be Funded From Capital Project Sales Tax II Funds.

POINTS TO CONSIDER:

- 1) The CEI services are needed on County paving projects in order to verify quantities and ensure a quality project. Ben Gause and Silver Leaf Roads are both dirt road paving projects included in the Capital Project Sales Tax II.
- 2) ICA Engineering is on the County's on-call engineering list and has submitted a proposal for \$50,000 to provide CEI services.
- 3) Council is asked to authorize the hiring of ICA Engineering from the County's on-call engineering list to provide the required services for these projects.
- 4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:

\$50,000 = CEI Services associated with the paving of Ben Gause and Silver Leaf Roads as part of the Capital Project Sales Tax II.

OPTIONS:

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

ATTACHMENTS:

Proposal from ICA and recommendation from Mike Meetze, CPST II Program Manager.

Memorandum – January 5, 2016

To: Rusty Smith
Florence County Administrator

From: Mike Meetze
CPST II Program Administrator

Re: 2015 CPST II Dirt Road Paving Project (Phase III) District 5 Bid No. 19-15/16
Recommendation for Construction Engineering and Inspection Services (CEI)

Bid No. 19-15/16, 2015 CPST II Dirt Road Paving Project (Phase III) District 5 was awarded in the amount of \$817,995.15 to CR Jackson, Inc. of PO Box 521, Darlington SC 29540 from CPST II Funds.

The following roads were included in the contract:

CPST II Project No. 264: Ben Gause Road
CPST II Project No. 265: Silver Leaf Road

There will be approximately 3.4 miles of roadway in the contract. The construction time for the contract is currently set for 150 days. The project will pave the roadways to the existing roadway widths and stay within the County's existing prescribed ditch-to-ditch right-of-way. The roads will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards.

Construction Engineering and Inspection Services (CEI) will be needed for this contract. Also SCDHEC Land Disturbance Permits will be needed for this project.

Due to their already extensive knowledge of this specific project and their extensive knowledge of this project approach, I requested ICA Engineering (through the On-Call Contract) to give us a proposal to prepare the SCDHEC Land Disturbance Permit Application and provide the necessary contract administration and inspection. Attached is ICA Engineering's proposal to provide these services.

I recommend that we retain ICA Engineering, through the On-Call Contract, to provide the described services on a lump sum basis with a not to exceed fee of \$50,000:

Permits	\$ 5,000.00
<u>Construction Inspection</u>	<u>\$45,000.00</u>
Total	\$50,000.00

ICA, through the Program Management Contract, has helped extensively develop this approach to the paving of these dirt roads. ICA helped with the completion of the investigations of the roadways and basically developed the contract documents and construction plans/specifications. ICA Engineering's assistance in developing this approach to these projects, their already extensive knowledge of the specific roads and overall project, and their extensive experience with this approach will ensure that this project is a success. The development of this approach has been a tremendous savings to the County in any additional engineering fees, right-of-way acquisition costs, disruption to the residents,

construction costs, construction time, etc. ICA has already successfully assisted the County in the completion of four roads using this approach. (Country Lane, Cherry Johnson Road, Ball Park Road, and Ed James Road.)

It should be noted that no additional engineering fees were associated with the development of the plans, specifications, and bid documents for the development of this approach to these projects.

The ICA Engineering construction services are to be allocated to the specific CPST II projects as follows:

CPST II Project No. 264: Ben Gause Road	\$41,000
<u>CPST II Project No. 265: Silver Leaf Road</u>	<u>\$ 9,000</u>
	\$50,000



January 4, 2016

K.G. Rusty Smith, Jr.
180 N. Irby Street MSC-G
Florence, SC 29501

**Re: 2015 CPST II DIRT ROAD PAVING PROJECT DISTRICT 5
PROJECT NO. 19-15/16 (Phase 3)
PROPOSAL FOR PERMITS AND CONSTRUCTION ENGINEERING/INSPECTION SERVICES**

Dear Mr. Smith

HDR|ICA Engineering, Inc. appreciates this opportunity to provide Florence County with a proposal to provide permit application, construction engineering, and inspection services associated with the improvements proposed for the 2015 CPST II Dirt Road Paving Project (Phase 3). To date, HDR|ICA has helped with the completion of the investigations of the roadways and helped develop the contract documents and construction plans/specifications for Phase 3. Currently, HDR|ICA has acquired the DHEC permits and has begun inspection work for Phase 1 & Phase 2. This proposal is to add permit application development and to add inspection work for Phase 3 of the projects.

The existing conditions of the roadways vary, but most exhibit adequate grades and alignments, roadside drainage ditches, and established drainage outfalls. This project will pave the roadways to the existing roadway width (16' minimum) or if there is adequate room to a new width of 20'. All work shall stay within the County's existing prescribed ditch-to-ditch right-of-way. All existing ditch and outfall locations and sizes will be maintained. The road will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications and shall adhere to SCDOT regulations and standards.

Our proposed scope of work is as follows:

- **Task 1 – SCDHEC Permit Applications (Phase 3)**
SCDHEC Permits for Phase 3 will be coordinated during the bid advertisement period. HDR|ICA will prepare and submit under the owner's signature the drawings/sketches, reports, application documents, and support information necessary to obtain the SCDHEC Land Disturbance Permits for Phase 3 of this project.
- **Task 2 - Construction Inspection (Phase 3)**
HDR|ICA will provide periodic resident inspection services during the construction of Phase 3 of the project. Phase 3 will be inspected concurrently with Phase 1 & Phase 2 utilizing the same staff as needed. A Construction Manager will be assigned to the project through the construction period for both phases. The construction manager will work directly with the County to provide supervision on the project and make final decisions when necessary. The Construction Manager will be responsible for ensuring an appropriate level of inspection for all aspects of the project and serve as the County's project representative for all construction related coordination and communication with the Contractor. The inspections will observe the following:
 - Weather conditions

hdrins.com

501 Huger Street, Columbia, SC 29201
T 803 254 5800 F 803 929 0334



- The number and type of crews on site
- Work in progress
- Quality of work observed
- Defective work
- Corrective requirements for defective work
- Instructions given to Contractor

Following contractor notification of substantial completion of each roadway section, HDR|ICA will hold a final inspection with Florence County and the contractor to ensure a quality project that meets all the requirements of the County. Defective or incomplete work, if any, will be noted with instructions for correcting the work. A copy of the report will be distributed to Florence County and the Contractor as requested. HDR|ICA will conduct any necessary follow-up inspections such as the end of the warranty period.

Fee

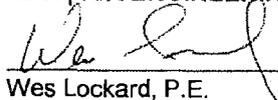
It is proposed that compensation for the described above will be paid to HDR|ICA on a lump sum basis with a not to exceed fee of \$50,000:

Permits (Phase 3)	\$5,000.00
Construction Inspection (Phase 3)	<u>\$45,000.00</u>
Total	\$50,000.00

HDR|ICA Engineering, Inc. appreciates this opportunity to provide assistance to Florence County. We look forward to working with you on this project.

Sincerely,

HDR | ICA ENGINEERING, INC.



Wes Lockard, P.E.

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of two (2) vehicles, two (2) trucks and one (1) dump truck as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

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

FUNDING FACTORS:

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

OPTIONS:

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

ATTACHMENTS:

Surplus property listing.

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>VIN #'S</u>
VS112	CHEVROLET	C7500	2007	101,917	1GBM7C1C77F407056
VS204	FORD	F250 4X4 4DI	2,009	133,944	1FTSW21509EA11691
VS205	FORD	F250 4X4 4DI	2,009	103,499	1FTSW21529EA11692
VS211	DODGE	DURANGO	2009	55,473	1D8HD38P4PF712050
VS221	DODGE	CHARGER	2009	73,390	2B3KA43T29H576556

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the review panel for the Civic Center Expansion (RFQ No. 28-15/16).

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council
Contract Approval

DEPARTMENT: Procurement Department
Administration

ISSUE UNDER CONSIDERATION:

Authorize Additional Services To Davis and Floyd Program Manager Contract For The Necessary Construction Engineering And Inspection Services (CEI) For Resurfacing Projects In Districts 7, 8, and 9 Previously Approved By Council, In An Amount Not To Exceed \$80,000 To Be Funded From Capital Project Sales II Funds.

POINTS TO CONSIDER:

- 1) The resurfacing contracts for District 1, 3, 7, 8, and 9 were approved by Council at the March 19, 2015 meeting. The resurfacing projects were awarded in three bids: Bid #19-14/15, #20-14/15, and #21-14/15 with an approximate construction value of \$4,000,000. Construction Engineering and Inspection Services were required for state roads in order to be accepted by the state highway system. Quality control testing of all Hot Mix asphalt activities was required also.
- 2) Davis and Floyd had previously submitted a proposal in an amount not to exceed \$160,000 to provide the required CEI services.
- 3) Additional roads from District 7, 8, and 9 that have now been added for construction requiring CEI services. Davis and Floyd has presented a proposal to provide the necessary CEI services for \$80,000.
- 4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:

\$80,000 = Required CEI Services associated with the added road resurfacing projects in District 7, 8, and 9 and additional effort needed to coordinate and provide the required inspection.

OPTIONS:

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

ATTACHMENTS:

Proposal from Davis and Floyd.

DAVIS & FLOYD

SINCE 1954

February 4, 2016

K.G. Rusty Smith, Jr.
180 N. Irby Street MSC-G
Florence, SC 29501

Re: Contract Modification Proposal - Construction Engineering and Inspection services for CPST II Resurfacing Project Packages 1, 2, 3, 3 CO 1, District 7, and District 9

Dear Mr. Smith:

Davis & Floyd, Inc. (D&F) is pleased to present a proposal for continued construction engineering and inspection services for the CPST II resurfacing project packages 1, 2, 3, 3 CO 1, District 7, and District 9. Upon acceptance, this letter will serve as a contract modification to the previous master services agreement dated September 18, 2014. The scope for the proposed services is identified as follows:

Project Management

D&F shall provide a Resident Construction Manager over this project. This person will be responsible for the day-to-day operation and administration of the project. The Resident Construction Manager will work directly with the County to provide supervision on the project and make final decisions when necessary. The Resident Construction Manager will be responsible for ensuring an appropriate level of inspection for all aspects of the project and serve as the County's project representative for all construction related coordination and communication with the Contractor and with representatives from the SCDOT. The Resident Construction Manager will direct a staff of inspectors that will carry out the majority of the inspection, sampling, and testing responsibilities on the project. Sufficient project management to verify close conformance to the plans and specifications will be provided by D&F.

Asphalt Roadway Inspection

The Construction Contract Documents require the Contractor to perform Quality Control (QC) testing of all Hot Mix Asphalt activities. D&F shall assume the responsibilities of Quality Acceptance (QA) testing for these activities. All other Quality Control testing is the responsibility of the County, and D&F proposes to perform these services on behalf of the County. D&F and our team shall provide a sufficient number of inspectors to perform the majority of the on-site inspection and testing duties in accordance with the SCDOT Construction Manual and Project Contract to include acceptance testing. D&F shall be responsible for verifying and documenting that the quantities of testing (QC and QA) are being met and maintain proper QC and QA records. D&F shall review the Contractor's Quality Control Plan and recommend for approval in accordance with contract documents. D&F shall interface and coordinate with the Contractor's QC personnel. The inspectors shall report directly to the Resident Construction Manager who shall direct the daily work of the inspectors. These inspectors will be responsible for highly technical and specialized inspection and testing procedures for roadway construction in the areas of soils and earthwork, asphalt roadway, traffic control, and others. These positions will be SCDOT certified in the areas mentioned or possess the ability to become certified through the SCDOT certification program. Sufficient testing to verify close conformance to the plans and specifications will be provided by the D&F team.

The resurfacing contracts for District 1, 3, 7, 8, & 9 were advertised for bids February 9, 2015 and bids were opened on March 13, 2015. The contractor will be given 180 days to complete the construction. The resurfacing was broken into 3 packages: Package 1 – Districts 1 & 7, Package 2 – District 3, and Package 3 – Districts 8 & 9.

The following roads by Package and District were included in the resurfacing contracts and will be included in the CEI services defined above:

Package 1: 4.7 miles

District 1:

CPST Project No. 128: Lance St.
CPST Project No. 129: Thomas St.
CPST Project No. 133: Retha Dr.
CPST Project No. 157: Sequoia Rd.
CPST Project No. 158: Camelot Way
CPST Project No. 159: Dogwood Ln.
CPST Project No. 160: Lancelot Way
CPST Project No. 161: Lockwood Rd.
CPST Project No. 162: McFaddin St.
CPST Project No. 163: Salter St.
CPST Project No. 164: Byrd St.
CPST Project No. 165: Fountain St.

CPST Project No. 166: Hurst St.
CPST Project No. 167: Mill St.
CPST Project No. 168: N. Church St.
(Scranton)
CPST Project No. 169: School Dr.

District 7:

CPST Project No. 307: Tara Dr.
CPST Project No. 308: Raiford Ln.
CPST Project No. 309: Calver's Ct.
CPST Project No. 310: Shamrock Rd.
CPST Project No. 311: Clayton Ct.

Package 2: 13.69 miles

District 3:

CPST Project No. 193: Athens St.
CPST Project No. 194: Brunson St.
CPST Project No. 195: Dargan St.
CPST Project No. 196: Timmons St.
CPST Project No. 197: Bradford St.
CPST Project No. 198: Wilson St.
CPST Project No. 200: Boyd St.
CPST Project No. 201: Commander St.
CPST Project No. 203: Light St.
CPST Project No. 204: Stackley St.
CPST Project No. 205: Hemingway St.
CPST Project No. 206: Marlboro St.
CPST Project No. 207: E. Marion St.
CPST Project No. 208: Freemand St.

CPST Project No. 209: Dixie St.
CPST Project No. 210: Ingram St.
CPST Project No. 211: Alexander St.
CPST Project No. 212: Harmony St.
CPST Project No. 213: Harrell St.
CPST Project No. 214: Lawson St
CPST Project No. 215: Sanborn St.
CPST Project No. 216: N. McQueen St.
CPST Project No. 217: W. Marion St.
CPST Project No. 218: Pennsylvania St.
CPST Project No. 219: Carver St.
CPST Project No. 220: Gladstone St.
CPST Project No. 221: Fairfield St.
CPST Project No. 222: Waverly St.
CPST Project No. 228: W. Louise Rd.

Package 3: 11.36 miles

District 8:

CPST Project No. 312: Maulden Dr.
CPST Project No. 314: E. and W.
Sandhurst Dr.
CPST Project No. 315: Stratford Cir.
CPST Project No. 316: Castleberry Dr.
CPST Project No. 319: Longwood Rd.
CPST Project No. 321: Rosedale St.
CPST Project No. 322: St. Anthony Dr.
CPST Project No. 323: Jones Rd.
CPST Project No. 324: Winthrop Dr.
CPST Project No. 325: Progress St.
CPST Project No. 326: Lee St.
CPST Project No. 327: Saluda Ave.
CPST Project No. 328: Sewanee Ave.
CPST Project No. 329: Chestnut St.
CPST Project No. 330: Kalmia St.
CPST Project No. 331: Sesame St.
CPST Project No. 332: Cedar St.
CPST Project No. 333: Waters Ave.

CPST Project No. 334: Sylvan Dr.
CPST Project No. 335: Cedar Lawn Court
CPST Project No. 336: Lakeside Dr.
CPST Project No. 337: Richburg Ln.
CPST Project No. 338: Jeffries Ln.
CPST Project No. 339: Hondros Cir.
CPST Project No. 340: Constantine Dr.
CPST Project No. 341: Rollins Ave.
CPST Project No. 342: Fitz Randolph Cir.
CPST Project No. 343: Shore Ln.
CPST Project No. 344: Marion Ave.
CPST Project No. 345: Virginia Acres
CPST Project No. 346: Poinsette Ave.
CPST Project No. 347: Melrose Ave.
CPST Project No. 348: Courtland Ave.
CPST Project No. 357: Woodstone Dr.

District 9:

CPST Project No. 466: Stratton Dr.

District 9 had additional roads reviewed once the fire hydrant locations and schedule for their installation were determined. These roads were included in the CEI services to the Resurfacing Project Packages.

Package 3 CO 1 District 9 2.44 miles

CPST II Project No. 392: Key Largo Ct.
CPST II Project No. 416: Cottonwood Rd.
CPST II Project No. 418: Heathway Dr.
CPST II Project No. 421: Wethersfield Dr.

CPST II Project No. 393: Waterford Dr.
CPST II Project No. 417: Deerwood Pl.
CPST II Project No. 419: Mosswood Rd.

Add. Rds. in orig. CEI Prop. 2.67 mi.

CPST II Project No. 385: Albermarle Blvd.
CPST II Project No. 387: Bedford Ln.
CPST II Project No. 389: S. Arundel Dr.
CPST II Project No. 470: Whitehall Cir.

CPST II Project No. 386: Banbury Cir
CPST II Project No. 388: Milford Ln.
CPST II Project No. 390: St. James Ln.

The compensation for the scope described above was on an hourly rate basis with a not to exceed fee of **\$160,000**. The above described scope was for 99 roads which are 34.86 miles in total length with a construction value of approximately \$4.5 million.

Since this scope and fee were established the following additional roads have been added for construction:

District 7 5.25 miles

CPST II Project No. 301:	John C. Calcoun Rd.
CPST II Project No. 302:	Wilson Rd.
CPST II Project No. 303:	Pocket Rd.
CPST II Project No. 304:	W. Black Creek Rd.
CPST II Project No. 305:	W. McIver Rd.

District 8 Package 3 CO 2 1.7 miles

CPST II Project No. 351:	Margaret Dr.
CPST II Project No. 352:	Dunvegan Rd
CPST II Project No. 353:	Roseneath Rd.
CPST II Project No. 354:	Beverly Dr.
CPST II Project No. 355:	Alton Cir.
CPST II Project No. 356:	Lindberg Dr.
CPST II Project No. 358:	Deberry Ln.

District 9 Resurfacing 3.16 miles

CPST Project No. 437:	Claude Douglas Cir.
CPST Project No. 438:	Hepborn Blvd.
CPST Project No. 439:	Ashwood Ln.
CPST Project No. 440:	Aspen St.
CPST Project No. 441:	Dunwoody Rd.
CPST Project No. 442:	Evergreen Rd.
CPST Project No. 443:	Periwinkle Ln.
CPST Project No. 444/445:	Farmwood Rd.
CPST Project No. 446:	Heather Dr.
CPST Project No. 447:	Patrick Dr.
CPST Project No. 402:	Alabama Ln.
CPST Project No. 403:	Arizona Way
CPST Project No. 404:	California Rd.
CPST Project No. 405:	Florida Dr.
CPST Project No. 406:	Georgia Ct.
CPST Project No. 407:	Louisiana Ln.
CPST Project No. 408:	Oak Forest Blvd.
CPST Project No. 409:	Tennessee Ter.
CPST Project No. 410:	Texas Rd.
CPST Project No. 411:	Utah Ct
CPST Project No. 424:	Farm Quarter Rd.

Package 2 CO 1 .35 miles

CPST II Project No. 199:	Liberty St.
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The 34 additional roads are 10.46 miles in total length and have a construction value of approximately \$1.5 million. Based on the additional roads and mileage that have been placed under contract and the additional effort that has been needed to coordinate and provide the required inspection of the projects, D&F requests our compensation be increased by \$80,000 based on an hourly rate basis with a not to exceed fee of **\$240,000**.

The CEI effort has been tailored to accommodate the county's needs for oversight while only totaling 4.0 percent of the overall construction costs. The billing rates and expenses will follow the attached standard personnel rate schedule, and the fee will not be exceeded without prior approval from Florence County. Should you find the above scope and fee acceptable, you may execute an agreement and authorize us to proceed by signing and returning a copy of this letter. We appreciate an opportunity to offer our services and look forward to hearing from you. Please feel free to call should you have any questions.

Assumptions:

It will be a 6-month construction schedule to complete all roadway improvements. The Construction Observation will be performed to SCDOT standards. The roadway improvements will require (2) senior inspectors approximately 20 hours a week for 6 months. The inspectors will be managed by the Resident Construction Manager (RCM). The RCM will direct these efforts at approximately 4 hours a week for 6 months. Lab service testing of Pavement material for acceptance is the contractor's responsibility and has not been included in this proposal. This proposal also includes expenses necessary to provide these inspection services.

Very truly yours,

DAVIS & FLOYD

Jennifer L. Bragg, PE
Vice President

AGREEMENT

Date: _____

Date: _____

By: _____

K.G. Rusty Smith, Jr.
County Administrator

By: _____

Witness

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council
Grant Application

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Approve The Submission Of A SC Department of Public Safety Grant Application For Funding In The Amount Of \$453,721 Under The Fiscal Year 2017 Office of Highway Safety And Justice Programs To Provide For The Personnel & Equipment Costs Of Four Additional DUI Enforcement Deputies For The Florence County Sheriff's Office.

POINTS TO CONSIDER:

- 1) The Florence County Sheriff's Office will submit an application for SCDPS Office of Highway Safety & Justice Programs funding to hire four additional DUI Enforcement Deputies to focus on enforcing local and state DUI laws.
- 2) The funding will be used for one fiscal year's salary/fringe and equipment for four additional DUI Enforcement Deputies. The application will need to be resubmitted for years two and three.
- 3) There are no required local match funds.
- 4) The County will be required to maintain and fully fund the four positions at the end of the three year period.

FUNDING FACTORS:

- 1) \$453,721 = Total FY 2017 SC Department of Public Safety Office of Highway Safety & Justice Programs funding requested to cover personnel & equipment costs for four additional DUI Enforcement Deputies.
- 2) \$0 = required local match for FY17, FY18, and FY19.

OPTIONS:

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

ATTACHMENTS:

Letter of Recommendation from the Sheriff of Florence County.



FLORENCE COUNTY SHERIFF'S OFFICE

Kennedy Boone, Sheriff

February 5, 2016

K.G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street
Florence, South Carolina 29501

RE: SC Department of Public Safety Office of Highway Safety & Justice Programs
FY2017 Grant Application Submission

Dear Mr. Smith:

In efforts to streamline resources, the Florence County Sheriff's Office would like to request Council's approval for the submission of two Grant Applications to the SC Department of Public Safety Office of Highway Safety & Justice Programs to provide for additional personnel and equipment for DUI Enforcement and Traffic Safety Enforcement.

Thank you for your assistance in this matter.

Sincerely,

William K. Boone

William K. Boone
Sheriff of Florence County

WKB:kdm

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Reports to Council
Grant Application

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Approve The Submission Of A SC Department of Public Safety Grant Application For Funding In The Amount Of \$453,721 Under The Fiscal Year 2017 Office of Highway Safety And Justice Programs To Provide For The Personnel & Equipment Costs Of Four Additional Traffic Safety Enforcement Deputies For The Florence County Sheriff's Office.

POINTS TO CONSIDER:

- 1) The Florence County Sheriff's Office will submit an application for SCDPS Office of Highway Safety & Justice Programs funding to hire four additional Traffic Safety Enforcement Deputies to focus on enforcing local and state traffic laws.
- 2) The funding will be used for one fiscal year's salary/fringe and equipment for four additional Traffic Safety Enforcement Deputies. The application will need to be resubmitted for years two and three.
- 3) There are no required local match funds.
- 4) The County will be required to maintain and fully fund the four positions at the end of the three year period.

FUNDING FACTORS:

- 1) \$453,721 = Total FY 2017 SC Department of Public Safety Office of Highway Safety & Justice Programs funding requested to cover personnel & equipment costs for four additional Traffic Safety Enforcement Deputies.
- 2) \$0 = required local match for FY17, FY18, and FY19.

OPTIONS:

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

ATTACHMENTS:

Letter of Recommendation from the Sheriff of Florence County.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

February 5, 2016

K.G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street
Florence, South Carolina 29501

RE: SC Department of Public Safety Office of Highway Safety & Justice Programs
FY2017 Grant Application Submission

Dear Mr. Smith:

In efforts to streamline resources, the Florence County Sheriff's Office would like to request Council's approval for the submission of two Grant Applications to the SC Department of Public Safety Office of Highway Safety & Justice Programs to provide for additional personnel and equipment for DUI Enforcement and Traffic Safety Enforcement.

Thank you for your assistance in this matter.

Sincerely,

William K. Boone

William K. Boone
Sheriff of Florence County

WKB:kdm

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Report to Council

DEPARTMENT: Sheriff

ISSUE UNDER CONSIDERATION:

Authorize An Increase In Salary For A UCR Manager (Slot #128) In The Sheriff's Office To Be Funded From FY 16 Budgeted Funds.

POINTS TO CONSIDER

1. Section 9.6 of the Personnel Policy Manual states promotional increases are normally made to 5% above the pay grade minimum or 5% above the employee's current pay rate.
2. The Sheriff believes the employee's training and experience exceed the minimum required of the position and is requesting a salary increase.

FUNDING FACTORS:

The request is budget neutral for current and future fiscal years.

OPTIONS:

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

ATTACHMENTS:

A spreadsheet with the requested pay increase is enclosed.

Sheriff's Promotion Pay Request - 2-18-16 Meeting

Slot	Position Information	FY 16 Budget for Slot #128	Current Pay	Proposed Pay	Increase (Savings)
#128	UCR Manager Grade 12 26,385 - 40,242	32,576	27,852	29,179	(3,397)

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Other Business
Infrastructure Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Declare V0821, A 2002 Chevy Tahoe (VIN #1GNEC13Z52J339645) As Surplus; Authorize The Sale Of The Vehicle To The Resurrection Rescue Mission In The Amount Of \$3,500; And, Approve The Expenditure In An Amount Up To \$3,500 From Council District 3 Infrastructure Funding Allocation To Assist With The Purchase.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: verbally approved – signature pending
Requested by Councilmember: Alphonso Bradley

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Declare VS363, A 2013 Dodge Charger (VIN #2C3CDXAT7DH608042) As Surplus; Authorize The Sale Of The Vehicle To The Town of Timmons ville In The Amount Of \$10,000; And, Approve The Expenditure In An Amount Up To \$10,000 From Council District 4 Infrastructure Funding Allocation To Assist With The Purchase.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: verbally approved – signature pending
Requested by Councilmember: Mitchell Kirby

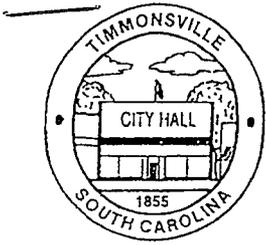
Date: _____

ATTACHMENTS:

Copy of request from the Town of Timmons ville

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



Town of Timmonsville

P.O. Box 447 • Timmonsville, SC 29161

Office (843) 346-7942

Darrick Jackson
MAYOR

January 20, 2016

County Councilman Mitchell Kirby
4635 West Palmetto Street
Timmonsville, S.C. 29161

Dear Councilman Kirby:

Please accept this letter as an official request to donate 2 vehicles to the Town of Timmonsville for use in Police and Fire Department.

As always, thank you for the help that you have given to the citizens of Timmonsville.

Sincerely,

Darrick Jackson
Mayor

FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$38,430.00 from Council District #5 funding allocations to pay for of 6" reclamation/cement and 1 1/2" surface type C on Bag Pipe Circle.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: Verbally Approved - Signature Pending

Requested by Councilmember: Kent Caudle

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

February 18, 2016

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 6" of MBC stone for Fox Hill Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

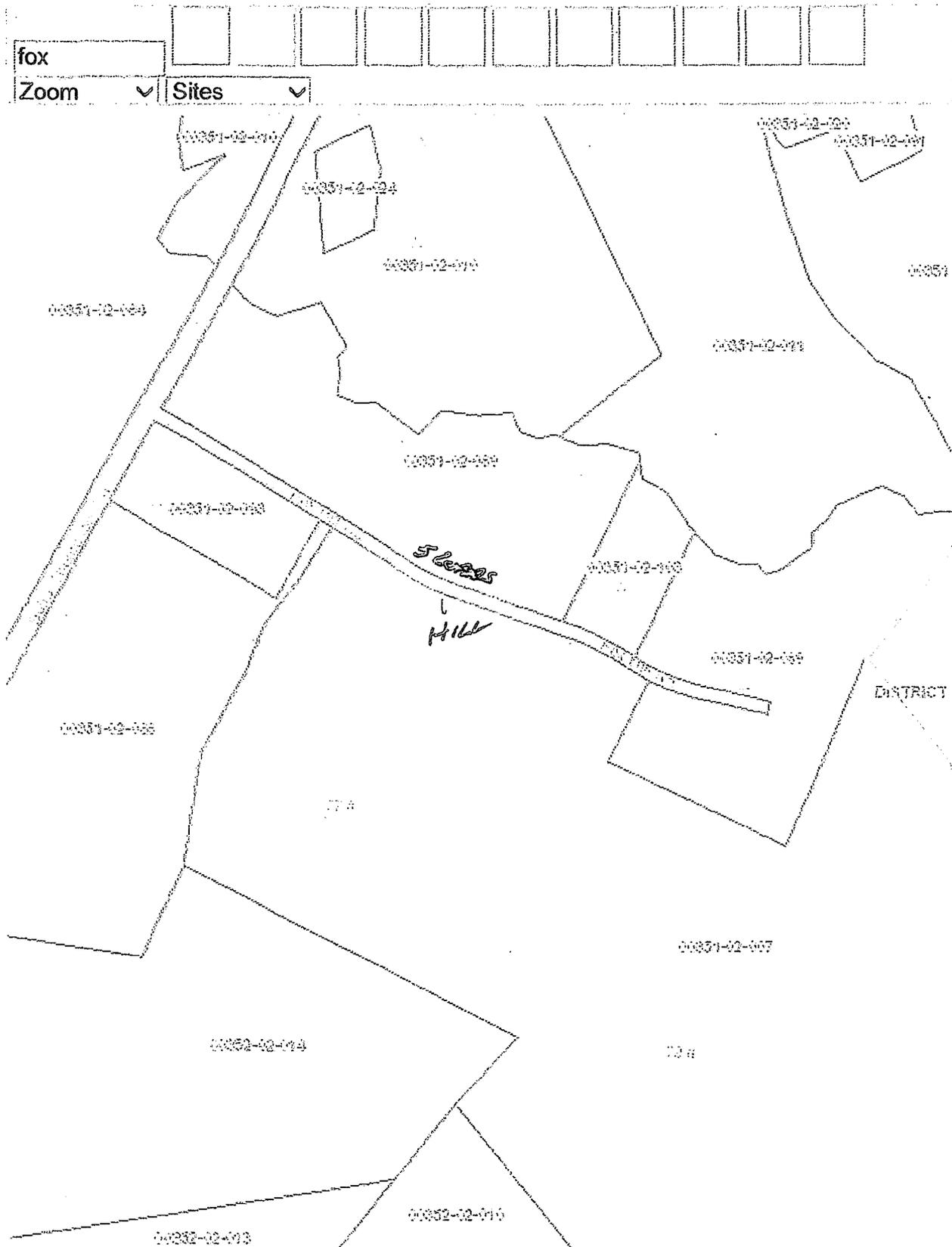
SIGNED: Verbally Approved - Signature Pending
Requested by Councilmember: Roger Poston

Date: _____

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council



FLORENCE COUNTY COUNCIL MEETING

February 18, 2016

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$17,640.00 from Council District #5 funding allocations to pay for 6" of MBC stone on a portion (720') of Wilmer Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: Verbally Approved-Signature Pending
Requested by Councilmember: Kent Caudle

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

wilmer											
Zoom	▼	Sites	▼								



PROPOSED ADDITIONS TO THE
FEBRUARY 18, 2016 MEETING AGENDA

DESCRIPTION

(Requested by)

DATE REC'D

ITEM

REPORTS TO

COUNCIL:

Administration/Procurement –
Award RFQ No. 27-15/16

02/15/16

Approve The Award Of RFQ No. 27-15/16 For Professional Engineering Services-Parking Lot Rehabilitation And Enhancement Task Study To Aligned Engineering Of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.

OTHER BUSINESS:

Infrastructure/Utility Project –
Howe Springs Fire District

02/16/16

Approve The Expenditure Of Up To \$7,650 From Council Districts 2, 4, 5, 6, 7 And 8 Infrastructure/Utility Funding Allocations (\$1,275 From Each District) To Assist The Howe Springs Fire District With Emergency Replacement Of The Pager Repeater.

FLORENCE COUNTY COUNCIL MEETING
ADDITIONS TO THE AGENDA
February 18, 2016

AGENDA ITEM: Reports to Council
Request for Proposal (RFQ) Award

DEPARTMENT: Administration
Procurement Department

ISSUE UNDER CONSIDERATION: Request Approval to Award RFQ No. 27-15/16 For Professional Engineering Services-Parking Lot Rehabilitation And Enhancement Task Study To Aligned Engineering Of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.

POINTS TO CONSIDER:

- 1) RFQ No. 27-14/15 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on January 13, 2016.
- 2) Four (4) proposals were received on February 2, 2016.
- 3) A selection committee evaluated the proposals and Aligned Engineering of Florence, SC was selected as the highest ranking responding firm.
- 4) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.
- 5) If the County Administrator is unable to negotiate a contract that is advantageous to the County, he will terminate negotiations with Aligned Engineering and continue with the next most qualified responder for negotiations.

FUNDING FACTORS:

Professional Engineering Services-Parking Lot Rehabilitation and Enhancement Task Study will be funded by CPST II Funds.

OPTIONS:

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

ATTACHMENTS:

Final ranking of firms by the RFQ selection committee.

FLORENCE COUNTY, SC
REQUEST FOR QUALIFICATIONS NO. 27-15/16
PROFESSIONAL ENGINEERING SERVICES-PARKING LOT REHABILITATION
AND ENHANCEMENT TASK STUDY

Evaluation Rankings

Points	Company	Ranking
93.5	Aligned Engineering	1
83.0	AECOM	2
83.0	Dennis Corporation	2
46.0	Jones Civil Design	3

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to Agenda
February 18, 2016

AGENDA ITEM: Other Business
Infrastructure/Utility Project
Council Districts 2, 4, 5, 6, 7 and 8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$7,650 From Council Districts 2, 4, 5, 6, 7 And 8 Infrastructure/Utility Funding Allocations (\$1,275 From Each District To Assist The Howe Springs Fire District With Emergency Replacement Of The Pager Repeater.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

Requested by Councilmember: Kent C. Caudle

Roger M. Poston
District 2

Mitchell Kirby
District 4

Kent C. Caudle
District 5

H. Steven DeBerry, IV
District 6

Waymon Mumford
District 7

James T. Schofield
District 8

ATTACHMENTS:

Copy of email request from Howe Springs Fire Chief Billy Dillon.

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

Connie Haselden

From: Billy Dillon <BDillon@howespringsfire.org>
Sent: Tuesday, February 16, 2016 9:59 AM
To: Kent C. Caudle
Cc: Connie Haselden
Subject: Finacial Assitance
Attachments: Invoice.PDF

Mr. Caudle,

Howe Springs Fire Rescue has run into some cost that is unexpected and normally would not be a budgeted item. I do run a tight budget, as you are probably aware by the reports, we are the most efficient run department in the County. I just had to put over \$10,000 dollars into maintenance on apparatus that was unexpected. Secondly, our Pager Repeater located in Effingham went down and had to be replaced costing us \$7632.20. Would you please consider assisting us in paying for the cost of the Pager Repeater to take a little of the financial burden off the department. Thank you for your consideration in this matter. I have attached a copy of the invoice. The invoice has already been paid so the work could be finalized and Pager system is now up and running again.

Councilman: Schofield, Kirby, Poston, DeBerry, Caudle, Mumford

WILLIAM H. DILLON

FIRE CHIEF

Howe Springs Fire Rescue

843-669-4196 Office

843-669-1557 Fax

bdillon@howespringsfire.org