

Jason M. Springs
District 1

Roger M. Poston
District 2

Alphonso Bradley
District 3

Mitchell Kirby
District 4

Kent C. Caudle
District 5

H. Steven DeBerry, IV
District 6

Waymon Mumford
District 7

James T. Schofield
District 8

Willard Dorriety, Jr.
District 9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, JUNE 16, 2016
9:00 A. M.

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

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

III. **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:**
 KENT C. CAUDLE, VICE CHAIRMAN

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

V. **MINUTES:**

MINUTES OF THE MAY 19, 2016 REGULAR MEETING

[1]

Council Is Requested To Approve The Minutes Of The May 19, 2016 Regular Meeting Of County Council.

VI. PUBLIC HEARINGS: **[16]**

Council Will Hold Public Hearing On The Following:

ORDINANCE NO. 33-2015/16

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d); And Other Matters Related Thereto.

VII. APPEARANCES:

A. BISHOP MICHAEL A. BLUE **[17]**

Bishop Blue Requests To Appear Before Council To Present Information Regarding An Event Scheduled To Be Held At The Florence Civic Center June 22-25, 2016.

B. GALE HARLLEE DIXON **[19]**

Ms. Dixon, Chairman Of The Harllee Memorial Sculpture Committee, Requests To Appear Before Council To Request Funding For A Historical Memorial Bronze Sculpture Of Florence Henning Harllee, General William Wallace Harllee, And The Railroad.

C. BILLY FOWLER **[24]**

Mr. Fowler Requests To Appear Before Council To Request Council Take Action On The Placement Of Campaign Signs On The Right Of Way And Implement A Fine For The Removal Of The Signs.

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
February 18, 2016 Sheriff's Office Grants (DUI & Traffic Enforcement)

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

July 17, 2014 Miracle League of Florence County
February 18, 2016 Long Term Recovery Group

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

January 17, 2013 City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION NO. 21-2015/16 [26]

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

B. RESOLUTION NO. 22-2015/16 [33]

A Resolution To Authorize The Addition Of Unit #V0953, A 2005 Sterling Lowboy Truck, VIN#2FWJAZDE56AW07682 To The County Fleet For Florence County Public Works Department.

C. RESOLUTION NO. 23-2015/16 [35]

A Resolution Of Support For Prescribed Fire Management.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 29-2015/16 [38]

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

2. ORDINANCE NO. 30-2015/16 [44]

An Ordinance To Establish The Florence County Commission On Litter Prevention & Beautification; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.

3. **ORDINANCE NO. 31-2015/16** [50]

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Charles Ingram Lumber Co., Inc., Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Charles Ingram Lumber Co., Inc., And Providing For Payment By Charles Ingram Lumber Co., Inc. Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

4. **ORDINANCE NO. 32-2015/16** [75]

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Willow Creek Lumber Company, LLC, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Willow Creek Lumber Company, LLC, And Providing For Payment By Willow Creek Lumber Company, LLC Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

5. **ORDINANCE NO. 01-2016/17** [100]

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

B. SECOND READING

1. **ORDINANCE NO. 38-2014/15** (*Deferral*) [154]

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)* **[157]**

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.

3. **ORDINANCE NO. 26-2015/16** *(Developer Requests Deferral)* **[159]**

An Ordinance To Rezone Property Owned By Chandler Investments Properties, Inc. Located On W. Palmetto Street, Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approximately 18.25 Acres From General Commercial District (B-3) To Planned Development District (PD); And Other Matters Related Thereto.
(Planning Commission approved 6 - 3) (Council District 4)

4. **ORDINANCE NO. 33-2015/16** **[167]**

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d); And Other Matters Related Thereto.
(Planning Commission approved 6 - 0)

C. INTRODUCTION

1. **ORDINANCE NO. 34-2015/16** **[172]**

An Ordinance For Text Amendments To The Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Section 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory Buildings And Uses, (2) General Requirements, a. Residential Districts And ARTICLE X. – DEFINITIONS, Section 30-311, Definitions.; And Other Matters Related Thereto.
(Planning Commission approved 6 - 0)

2. **ORDINANCE NO. 35-2015/16** **[181]**

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 7, BUILDING REGULATIONS, ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1. – GENERALLY, Section 7-11. – Building Code Administration, To Comply With The International Building Code Adopted; And Other Matters Related Thereto.
(Planning Commission approved 6 - 0)

3. **ORDINANCE NO. 36-2015/16** [186]

An Ordinance Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Of Not Exceeding \$500,000, Relating To Lighting For The Johnsonville Athletic Complex; Authorizing The Execution Of Other Necessary Documents And Papers; And Other Matters Relating Thereto.

4. **ORDINANCE NO. 37-2015/16** *By Title Only* [193]

An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Indigo To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Extension Of The Term Thereof, The Provision Of Enhanced Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS [195]

Approve 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, With Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. **MONTHLY FINANCIAL REPORTS** [199]

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

2. **UNIFIED FIRE DISTRICT AGREEMENTS** [216]

Approve The Entering Into Lease Agreements Between Florence County And Each Of The Six (6) Fire Departments In The Unified Fire District (Howe Springs Fire Department, Sardis-Timmonsville Fire Department, Hannah-Salem-Friendfield Fire Department, Olanta Fire Department, Johnsonville Fire Department, And Windy Hill Fire Department) For Vehicles And/Or Real Properties.

B. EMERGENCY MANAGEMENT

MOTOROLA SOLUTIONS CONTRACT

[247]

Authorize The County Administrator To Execute A Two-Year Maintenance And Software Update Contract With Motorola Solutions In The Amount Of \$902,335.44 To Be Paid From Budgeted Departmental Funds To Support The County's New Digital Radio System.

C. IT DEPARTMENT/PROCUREMENT

SOLE SOURCE PURCHASE

[259]

Authorize The Sole Source Purchase Of Kaspersky Security Software Licenses And Service Agreements From SHI Of Sommerset, NJ In The Amount Of \$54,987.83 (Including Tax) From The FY 2015-2016 Budgeted Funds.

D. PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

[263]

Declare Two (2) Vehicles And One (1) Ambulance As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

E. SHERIFF'S OFFICE/PROCUREMENT

AWARD BID NO. 37-15/16

[265]

Award Bid No. 37-15/16 For The Replacement Of A Boiler And Controller At The Sheriff's Office To Combustion Services, Inc. Of Taylors, SC In The Amount Of \$88,987.00 From The Capital Project Sales Tax II Funds. *(2 Compliant Bids Received)*

F. TREASURER'S OFFICE/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

[268]

Declare One (1) Two-Piece Wooden Built-In Cabinet As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

G. WINDY HILL FIRE STATION/PROCUREMENT

AWARD BID NO. 38-15/16

[269]

Award Bid No. 38-15/16 For A 2011-12 Used Kovatch Mobile Equipment Fire Truck In The Amount Of \$490,000.00 To Lexington County, SC To Be Funded From CPST II And Windy Hill Fire Department Funds. *(1 Compliant Bid Received)*

XIII. OTHER BUSINESS:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

MAYBERRY ROAD

[272]

Approve The Expenditure Of Up To \$10,500.00 From Council District 3
RSMF Funding Allocation To Pay For 6” MBC Stone For Mayberry Road.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 19, 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, MAY 19, 2016, 9:00 A.M., COUNTY COMPLEX, 180 N.
IRBY STREET, COUNCIL CHAMBERS, ROOM 803, FLORENCE,
SOUTH CAROLINA**

PRESENT:

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

ALSO PRESENT:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Dusty Owens, Emergency Management Department Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Patrick Fletcher, Procurement Director
Samuel K. Brockington, Fire/Rescue Services Coordinator
David Alford, Voter Registration/Elections Director
Randy Godbold, VA Officer
Alan Smith, Library Director
Joshua Lloyd, Morning News Staffwriter

A notice of the regular meeting of the Florence County Council appeared in the May 18, 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 Caudle led the Pledge of Allegiance to the American Flag. Chairman Poston welcomed everyone attending the meeting.

APPROVAL OF MINUTES:

Councilman Mumford made a motion Council Approve The Minutes Of The April 21, 2016 Regular Meeting Of County Council. Councilman Dorriety seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles and the Chairman declared public hearings open for the following:

ORDINANCE NO. 29-2015/16

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

ORDINANCE NO. 30-2015/16

An Ordinance To Establish The Florence County Commission On Litter Prevention; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.

ORDINANCE NO. 31-2015/16

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Launch [Charles Ingram Lumber Co., Inc.], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Launch [Charles Ingram Lumber Co., Inc.], And Providing For Payment By Project Launch [Charles Ingram Lumber Co., Inc.] Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

ORDINANCE NO. 32-2015/16

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Dogwood [Willow Creek Lumber Company, LLC], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Dogwood [Willow Creek Lumber Company, LLC], And Providing For Payment By Project Dogwood [Willow Creek Lumber Company, LLC] Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

ORDINANCE NO. 01-2016/17

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

APPEARANCES:

BILLY FOWLER

Mr. Fowler Appeared Before Council To Request that Council Allow Citizens To Speak About Their Concerns On A County Issue. He requested Council establish a time at the beginning of the Agenda to allow citizens to speak on issues of importance to them before items were voted on in the meeting. Chairman Poston thanked Mr. Fowler and stated that his presentation would be received as information.

COMMITTEE REPORTS:

There Were No Committee Reports.

RESOLUTIONS/PROCLAMATIONS:

No Resolutions Were Presented For Council Consideration.

PUBLIC HEARINGS:

There Was One Signature On The Sign-In Sheets To Speak In Regard To Ordinances No. 29 and 30-2015/16 - Billy Fowler.

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

ORDINANCES IN POSITION:

ORDINANCE NO. 27-2015/16 – THIRD READING

The Clerk published the title of Ordinance No. 27-2015/16: An Ordinance To Amend The Text Of The Florence County Comprehensive Plan Land Use Element To Include Zoning District RU-1A (Rural Community District) In Sections: Single And Multi-Family Residential, Commercial, Sales And Service, Future Land Use Designations And Objectives And Appendix F: Zoning Districts Interpretations; And Other Matters Related Thereto. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCE NO. 28-2015/16 – THIRD READING

The Clerk published the title of Ordinance No. 28-2015/16: An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Diminish Water/Sewer System Service Area Previously Granted To The City of Florence, And Section 28-5 To Grant The Town of Pamplico Additional Water And Sewer Service Area; And Other Matters Related Thereto. Councilman Springs made a motion Council approve third reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously.

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

Chairman Poston stated that second reading of Ordinance No. 38-2014/15 would be deferred: An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, Jefferies Creek, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of RU-1, Rural Community District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

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

Chairman Poston Stated That Second Reading Of Ordinance No. 24-2015/16 would be deferred: 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.

ORDINANCE NO. 26-2015/16 -- SECOND READING DEFERRED

Chairman Poston stated Second Reading of Ordinance No. 26-2015/16 would be deferred (requested by the developer): An Ordinance To Rezone Property Owned By Chandler Investment Properties, Inc. Located On W. Palmetto Street, Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approximately 18.25 Acres From General Commercial District (B-3) To Planned Development District (PD); And Other Matters Related Thereto.

ORDINANCE NO. 29-2015/16 -- SECOND READING

The Clerk published the title of Ordinance No. 29-2015/16: An Ordinance To Amend Sections Of Florence County Code Chapter 13, Garbage And Trash Article I. In General, And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2015/16 -- SECOND READING

The Clerk published the title of Ordinance No. 30-2015/16: An Ordinance To Establish The Florence County Commission On Litter Prevention; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Caudle seconded the motion. Councilman DeBerry made a motion to Amend Ordinance No. 30-2015/16 To Change The Name Of The Commission To The Florence County Commission On Litter Prevention & Beautification. Councilman Kirby seconded the motion, which was approved unanimously. Second reading of the Ordinance as amended was approved unanimously.

ORDINANCE NO. 31-2015/16 -- SECOND READING

The Clerk published the title of Ordinance No. 31-2015/16: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Launch [Charles Ingram Lumber Co, Inc.], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Launch [Charles Ingram Lumber Co, Inc.], And Providing For Payment By Project Launch [Charles Ingram Lumber Co, Inc.] Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman DeBerry seconded the motion which was approved unanimously.

ORDINANCE NO. 32-2015/16 - SECOND READING

The Clerk published the title of Ordinance No. 32-2015/16: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Dogwood [Willow Creek Lumber Company, LLC], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Dogwood [Willow Creek Lumber Company, LLC], And Providing For Payment By Project Dogwood [Willow Creek Lumber Company, LLC] Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously.

ORDINANCE NO. 01-2016/17 - SECOND READING

The Clerk published the title of Ordinance No. 01-2016/17: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman DeBerry seconded the motion. Councilman Caudle made a motion to Amend Ordinance No. 01-2016/17 To Reflect The Changes To The Appropriations Noted On Page vii, Primarily As A Result Of The Mandated 0.50% Increase In Employer Contribution To Retirement Systems, Effective July 1, 2016, And To Add The Capital Purchases For The New EOC. Councilman Manifold seconded the motion, which was approved unanimously. Second reading of the Ordinance as amended was approved unanimously.

ORDINANCE NO. 33-2015/16 - INTRODUCED

The Clerk published the title of Ordinance No. 33-2015/16 and the Chairman declared the Ordinance Introduced: An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d); And Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

LIBRARY BOARD OF TRUSTEES

Councilman Springs made a motion Council Approve The Re-Appointment of Dr. Sharon Askins To Serve On The Library Board of Trustees, Representing Council District 1 With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.

PEE DEE WORKFORCE DEVELOPMENT BOARD

Councilman Kirby made a motion Council Approve The Recommendation Of The Pee Dee Workforce Development Board For The Re-Appointment Of Joyce Hill (Private Sector), Ron Reynolds (Labor Sector) And The Appointment Of Lauren Holland (Requested By Dr. Ben Dillard, President, Florence-Darlington Technical College To Replace Max Welch As The Education & Training Representative), With Appropriate Expiration Terms. Councilman Dorriety seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

ADMINISTRATOR'S REPORT

County Administrator K. G. Rusty Smith, Jr. stated that Council was provided with the updates on the Capital Project Sales Tax I (CPST I) and Capital Project Sales Tax II (CPST II), as well as notes from the monthly department heads meeting.

As was evidenced by the emails previously forwarded from Mr. Herbie Christmas – Environmental Services Officer, the County was continuing its war on litter and it appeared the tide had turned and the County was now winning the battle. Approximately 30 – 40,000 pounds of trash had been picked up. Ordinances No. 29 and 30-2015/16 were continuations of the County's efforts to facilitate the efficient and effective monitoring/enforcement of the litter laws in Florence County. One of the things mentioned in Ordinance No. 29 was to effect change to solidify the fact that commercial use was prohibited and the manned convenience centers were for use by Florence County residents only. Also, a few 'housekeeping' matters were also incorporated into the Ordinance to strengthen the law. One was allowing the Magistrate's Office to issue a bench warrant if a defendant does not show up for court and was found guilty. Ordinance No. 30 was an effort to seek citizen input and to broaden the scope and vision. Efforts thus far had been very successful.

Staff, in concert with Davis & Floyd, continued to expeditiously move forward on the CPST II projects; 247 roads were completed and 14 additional roads were under contract. Ed James Road, Pygate Road, Willow Pointe Road, Arthur Road and Jeffries Creek Boulevard were recently completed and clean up was continuing.

In Section XII of CPST II, most of the roads had been completed; Country Lane, Cherry Johnson, Ball Park, McLaurin, Laurel, R Bar M Ranch, Joan, and Hughes Circle were complete. Cato Road clearing was complete and piping replacement was 95% complete; soil stabilization was scheduled to begin on Cato Road. On Moulds Road and Law Road, the clearing was complete and the contractor was to begin Moulds Road after completing Cato Road.

The municipalities continued to move forward with their projects and had under construction or about to be advertised for construction, many, many projects;

- Johnsonville/Vox water line was under construction,
- Coward/Salem had been advertised,
- the new tank in Coward would be June/July advertisement,
- Olanta/Central Road July advertisement,
- Olanta/Butler Scurry Road June/July advertisement,
- Olanta water line June/July advertisement,
- Pamplico/Francis Marion Road June/July advertisement,
- Lake City pump station had been advertised,
- The Florence/Malloy Street was under construction,
- Florence/Dargan Street was under construction.

MONTHLY FINANCIAL REPORTS

Mr. Smith stated that Monthly Financial Reports Were Provided To Council For Fiscal Year 2016 Through March 31, 2016 For Council's edification.

CONVEYANCE OF INGRESS/EGRESS – LAKE CITY PARK PROJECT

Councilman Springs made a motion Council Approve The Conveyance Of A Thirty (30) Foot Ingress/Egress From Sylvan Street To The City Of Lake City In Order To Construct A New Pump Station At The Lake City Park Project Site. Councilman Dorriety seconded the motion, which was approved unanimously.

ADMINISTRATION/PROCUREMENT

AWARD RFQ NO. 32-15/16

Councilman Caudle made a motion Council Award RFQ No. 32-15/16 For Professional Construction Management At Risk Construction Services For The Florence Civic Center Expansion/Renovations To Thompson Turner Construction Of Sumter, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval. Councilman Schofield seconded the motion, which was approved unanimously. Councilman Caudle asked if there were any qualified Florence County companies that submitted RFQs for the project. Florence County Planning Director Jay Graham responded that there were not.

BUILDING/PROCUREMENT

AWARD RFQ NO. 15/16

Councilman Bradley made a motion Council Award RFQ No. 26-15/16 For The Planning Corridor Study And Design Plan – US Highway 76 (East Palmetto Street) To Toole Design Group Of Silver Spring, MD And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval. Councilman Dorriety seconded the motion, which was approved unanimously.

EMERGENCY MANAGEMENT/FACILITIES/PROCUREMENT

NEW EOC & 911 CENTRAL DISPATCH FACILITY

Councilman Schofield made a motion Council Award Bid No. 33-15/16, New Emergency Operations Center & 911 Central Dispatch Facility, In The Amount Of \$3,724,513.00 (Primary Bid Amounts Plus Alternates C-1, G-1, G-2 And G-3) To Chancel HRT, Inc. Of Conway, SC To Be Funded From The Capital Project Sales Tax II Funds. Councilman Dorriety seconded the motion, which was approved unanimously.

FINANCE

FY2016/17 STATE ACCOMMODATIONS TAX ALLOCATIONS

Councilman Dorriety made a motion Council Approve The FY2016/2017 State Accommodations Tax Allocation To Be Distributed To The Various Recipients As Recommended By The Accommodations Tax Advisory Committee. Councilman Springs seconded the motion, which was approved unanimously.

LIBRARY/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council Declare Various Computer Equipment As Surplus Property And Authorize Disposal By The Means Most Advantageous To The County. Councilman Dorriety seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Dorriety made a motion Council Declare One (1) Vehicle As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Springs seconded the motion, which was approved unanimously.

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council Declare Various Office Furniture As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Dorriety seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

SARDIS-TIMMONSVILLE FIRE DEPARTMENT

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$14,242 From Council District 4 Infrastructure Funding Allocation For A Concrete Pad At Station 3 Of The Sardis-Timmons ville Fire Department. Councilman Dorriety seconded the motion, which was approved unanimously.

TIMMONSVILLE PARK

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$3,400 From Council District 4 Infrastructure Funding Allocation To Assist The Timmons ville Park With The Purchase Of An Ice Maker. Councilman Dorriety seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

COOK ROAD

Councilman Springs made a motion Council Approve The Expenditure Of Up To \$57,000 From Council District 1 RSMF Funding Allocation To Pay For 6" MBC Stone For Cook Road. Councilman Mumford seconded the motion, which was approved unanimously.

JOHN PAXTON LANE

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$45,000 From Council District 3 RSMF Funding Allocation To Pay For 6" Reclamation/Cement And 2" Re-Paving Type C Asphalt On 400' Of John Paxton Lane And Clean And Seal Coat A 250' Section Of John Paxton Lane. Councilman Mumford seconded the motion, which was approved unanimously.

UTILITY

VETERANS AFFAIRS BUILDING

Councilman Schofield made a motion Council Approve The Expenditure Of Up To \$671.11 From Council District 8 Utility Funding Allocation For Material Used To Install The Flag Pole At The New Veterans Affairs Building. Councilman Mumford seconded the motion, which was approved unanimously.

INFRASTRUCTURE/UTILITY

VETERANS AFFAIRS BUILDING

Councilman Caudle made a motion Council Approve The Expenditure Of Up To \$10,400 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$1,156 Each District Or As Listed On The Approving Documentation) To Pave Section Of Drive Between Front And Side Parking Lots At The New Veterans Affairs Building On National Cemetery Road. Councilman Mumford seconded the motion. Councilman Caudle stated that the project was underestimated and asked if Road System Maintenance Fee (RSMF) funding could be used for this item, since most Council members had depleted the infrastructure and utility funding allocations. After some discussion the County Attorney stated that since it was not paving a public roadway, but a parking lot entryway, that it would not qualify for RSMF funding. The motion was approved unanimously.

INFRASTRUCTURE

LAKE CITY COMMUNITY PARK

Councilman Springs made a motion Council Approve The Expenditure Of Up To \$1,800.00 From Council District 1 Infrastructure Funding Allocation To Install 2 Lines Of 24" Drainage Pipe To Relieve High Water Conditions At Lake City Community Park Owned By Florence County. Councilman Mumford seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 9:34 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

May 19, 2016

Ordinance No. 29-2015/16

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

	NAME	ADDRESS	PHONE NUMBER
1.	Billy Fowler	Ta Villa	843-245-0476
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PUBLIC HEARING

May 19, 2016

ORDINANCE NO. 30-2015/16

An Ordinance To Establish The Florence County Commission On Litter Prevention; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.

	NAME	ADDRESS	PHONE NUMBER
1.	Billy Fowler	T.ville	843-225-0476
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PUBLIC HEARING

May 19, 2016

ORDINANCE NO. 31-2015/16

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Launch [Charles Ingram Lumber Co., Inc.], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Launch [Charles Ingram Lumber Co., Inc.], And Providing For Payment By Project Launch [Charles Ingram Lumber Co., Inc.] Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

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PUBLIC HEARING

May 19, 2016

ORDINANCE NO. 32-2015/16

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Dogwood [Willow Creek Lumber Company, LLC], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Dogwood [Willow Creek Lumber Company, LLC], And Providing For Payment By Project Dogwood [Willow Creek Lumber Company, LLC] Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

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PUBLIC HEARING

May 19, 2016

ORDINANCE NO. 01-2016/17

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

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FLORENCE COUNTY COUNCIL

June 16, 2016

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 33-2015/16

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d); And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Appearances Before Council
 Bishop Michael A. Blue
 Christian Covenant Fellowship of Ministries and
 Door of Hope Christian Church, Marion, SC

DEPARTMENT: County Council
 Councilman Waymon Mumford

ISSUE UNDER CONSIDERATION:

Bishop Blue Requests To Appear Before Council To Present Information Regarding An Event Scheduled To Be Held At The Florence Civic Center June 22-25, 2016.

ATTACHMENTS:

A copy of the Press Release for the event.

PRESS RELEASE FOR CCFM

CONTACT:

Ronnie Green
DHCC

843.423.0340 or 843.245.7034

For Immediate Release:

16th Annual Conference to feature #1 New York Times best-selling author, speaker Dr. John Maxwell, Live and In-Person
Bishop Michael A. Blue, CCFM and DHCC continue the Culture Shift, June 22-25

FLORENCE – Bishop Michael Blue, recent recipient of the Governor's Economic Development Ambassador's Award, will serve as host for CCFM Conference 2016, at The Florence Civic Center, June 22-25, now in its 16th year.

CCFM (Christian Covenant Fellowship of Ministries) and The Door of Hope Christian Church of Marion, SC have welcomed attendees to Florence from literally around the world over the past years, as they endeavor to be true to their theme of "Sustaining the (Culture) Shift".

Dr. John Maxwell will be live and in-person at The Florence Civic Center on June 25, for the CCFM Conference's climactic session. Dr. Maxwell, who is identified as the #1 leader in business by the American Management Association® and the world's most influential leadership expert by *Business Insider* and *Inc. Magazine*, will headline this year's event. He has sold more than 25 million books. Dr. Maxwell also received the Mother Teresa Prize for Global Peace and Leadership from the Luminary Leadership Network and is credited with having trained more than 6 million leaders throughout every nation.

Bishop Blue states "Often when people hear of a conference sponsored by a particular organizational entity, they assume that the meeting is only for those associated with that organization – and in some cases that may be accurate. However, we want the Pee Dee Region, SC, NC, and beyond to understand that the CCFM Conference is *your* Conference. Regardless of color, creed, or class, it is designed to positively connect with you and empower you for every area of life."

Other speakers include host and presiding bishop of CCFM, Bishop Michael A. Blue; dynamic international statesman from Harare, Zimbabwe-Africa, Bishop Tudor Bismark; and the founding Bishop of one of the fastest growing denominations in America, Bishop Paul S. Morton, Sr.

Other plenary speakers include Bishop Melvin Lambert of Fayetteville, N.C. and Bishop Bobby Hilton of Cincinnati, Ohio.

Musical guests throughout the week include exciting gospel artists Anthony Brown & Group Therapy, Casey J., Brian Courtney Wilson, Travis Greene, and Wendi Wyatt.

All sessions will be held at the Florence Civic Center, June 22-25. The Youth Conference, The Kingdom is For Kids Too (K4K2), will be held at Marion High School June 7-9. Additional youth sessions will take place during the June 22-25 event as well.

General sessions as well as seminars of the conference are free and open to the public, but registration is strongly encouraged. There are also opportunities for sponsorship. For additional information, call (843) 423-0340, (843) 245-7034 or visit www.ccfmnation.org/conference-2016.html.

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Appearances Before Council
 Gale Harlee Dixon, Chairman
 Harlee Memorial Sculpture Committee

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

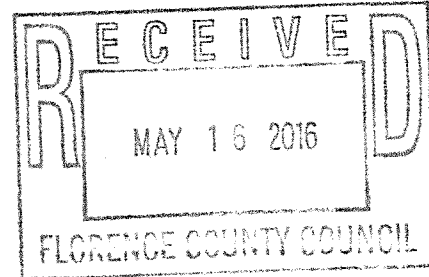
Ms. Dixon, Chairman Of The Harlee Memorial Sculpture Committee, Requests To Appear Before Council To Request Funding For A Historical Memorial Bronze Sculpture Of Florence Henning Harlee, General William Wallace Harlee, And The Railroad.

ATTACHMENTS:

A copy of the request to appear.

605 Trillium Court
Florence, SC 296501
May 15, 2016

Florence County Council
Roger M. Poston, Chairman
Attn: Connie Haselden
180 N. Irby Street
Florence, SC 29501



Dear Chairman Poston and Members if Florence County Council:

I, or a member of the Harllee Memorial Sculpture Committee, would like to speak to Florence County Council at your June 16, 2016, meeting. Since speaking to council in November 2014, we have set up a committee of 13 members and have set up a 501c3 account for tax deductible contributions for a historical memorial bronze sculpture of our founding family, Florence Henning Harllee and her father, General William Wallace Harllee, and the railroad. Florence, SC, was named for Florence Henning Harllee, in 1852, and still NO memorial to honor her.

To date, our committee has raised over \$40,000.00 in five months and will have more money by your June meeting. This shows that our community is interested in this historic sculpture for our downtown. I have spoken to the Rotary Club, National Federation of Retired Federal Employees, Golden K Kiwanis Club, and have speaking engagements for Florence Kiwanis Club and Pee Dee Kiwanis Club this month. We will continue to raise funds for this sculpture.

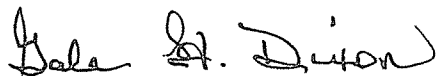
Alex Palkovich would like to have 60% of the funds by the fall, so that the sculpture can be unveiled at The Pecan Festival in

November 2017. The total cost is \$200,000.00, including the foundation and installation. Our committee is asking to have some funds from your 2015-2016 budget and your 2016-2017 budget.

Thank you for your interest in this historical memorial sculpture project for our downtown. Since Florence, SC, has no bronze sculptures for downtown, this sculpture of our founding family would enhance our beautiful downtown even more.

Please let me know as soon as possible if a member of the Harllee Memorial Sculpture Committee can address county council June 16.

Most sincerely,



Gale Harllee Dixon, Chrm. Harllee Memorial Sculpture Committee

Betty Betts Hester, Secretary

Anne Marie Hanna, CPA and Treasurer

Anne Dixon Adams

Dr. Paul T. Davis D.M.D.

Fred and Jessie DuBard

W. Kenneth Eaton

Dr. John Keith

Shirley Meiere

Steve Powers

Dr. Hunter Stokes, Sr.

Alex Palkovich, Sculptor

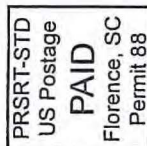
Contact Information:

galehdixon@sc.rr.com

843-669-7439 home

843-992-0987 cell

Please Support
The Harlee Memorial Sculpture Committee
in Creating a Sculpture to Honor the Memory
of
Florence Henning Harlee
and
General William Wallace Harlee

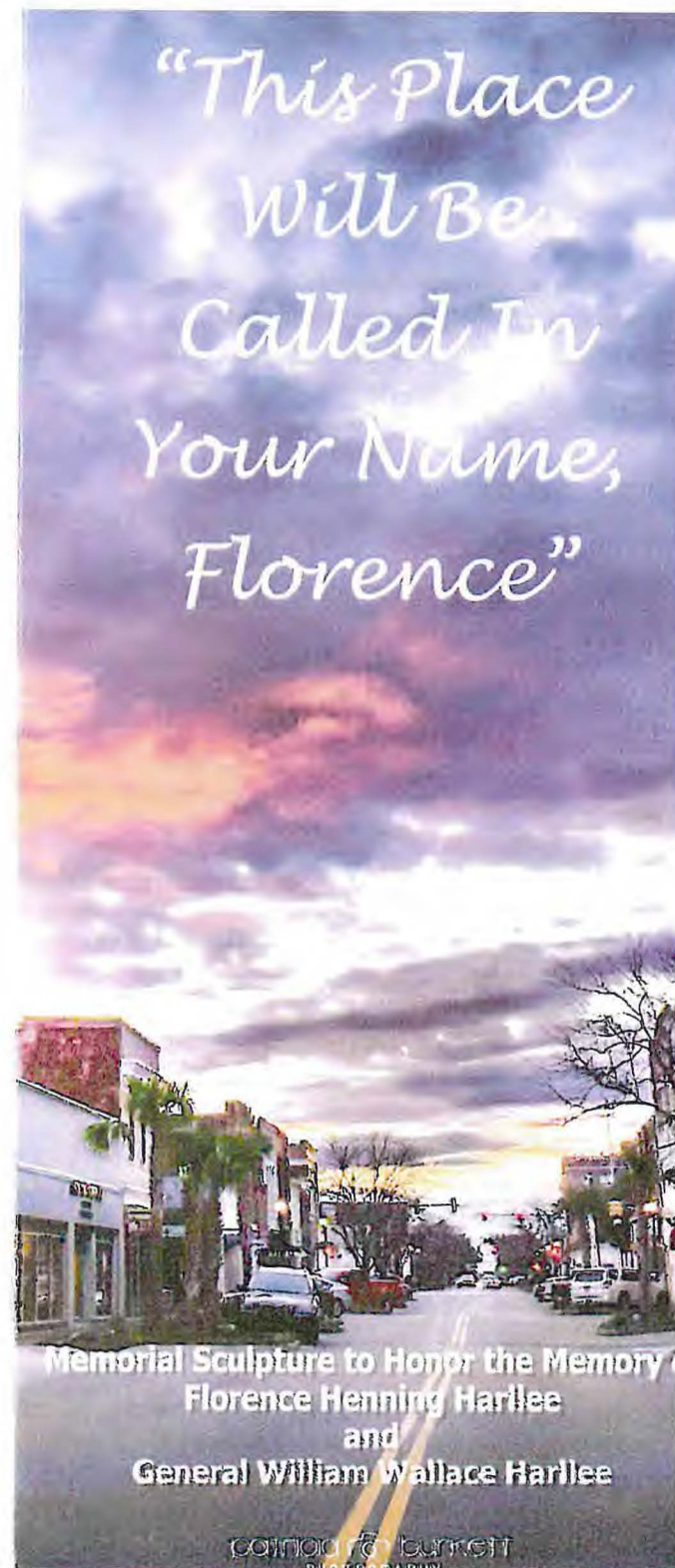


____ Corporate Sponsor \$12,500.00
____ Grand Benefactor \$10,000.00
____ Benefactor \$5,000.00
____ Patron \$1,000.00
____ Friend \$500.00
____ Angel \$100.00
____ Other Gifts-\$ _____

- Gifts will be tax deductible to this 501(c)(3) account at The Citizens Bank.
- Corporate Sponsors, Grand Benefactors, and Benefactors will have their names engraved on a plaque as well as listed in a program.
- All Givers Angel Level and above will have their name listed in a program.
- **MAKE CHECKS PAYABLE TO:
Harlee Memorial Sculpture Fund**
- Mail checks and completed brochure to:
**Anne Marie Hanna, CPA
P.O. Box 12255
Florence, South Carolina 29504-2255**

DATE: _____
NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____
P. O. BOX NUMBER: _____
EMAIL: _____

Harlee Memorial Sculpture Committee
Anne Marie Hanna, CPA
P.O. Box 12255
Florence, SC 29504-2255



To All Who Love the City of Florence, SC:

It has been 164 years since the naming of Florence, SC, in 1852, after Florence Henning Harlee. Still NO MEMORIAL to honor her. We would also like to honor the memory of her father, General William Wallace Harlee, a founder of Florence. He was founder, owner, and president of The Wilmington and Manchester Railroad, which created Florence Depot and the village of Florence. The county of Florence was formed in 1888, and the city of Florence was incorporated in 1890.

Today, as downtown Florence continues to grow with redevelopment, it seems like the perfect time to recognize our founding family and their story. We would like for a sculpture of them to be in the heart of downtown Florence among the galleries, restaurants, shops, and events.

Alex Palkovich has agreed to create a sculpture that will be of Florence Harlee and General Harlee larger than life size that is cast in bronze. He has already created a smaller scaled model of the sculpture that is in The Art Trail Gallery for all to see. It portrays the father and daughter by the railroad tracks showing her, "This Place Will Be Called In Your Name, Florence."

Funds of \$200,000, including foundation and installation, will need to be raised in 2016, so we can unveil in 2017. Please join us in making a tax deductible contribution for this historic memorial sculpture, so that we can provide the Florence citizens, school children, and visitors a timeless reminder of our heritage. It will enhance our beautiful downtown in the city of Florence. We appreciate your interest and generosity.

23

Florence Memorial Sculpture Committee

**"THIS PLACE WILL BE CALLED
IN YOUR NAME, FLORENCE"**

**Memorial Sculpture
to Honor the Memory of
Florence Henning Harlee
and
General William Wallace Harlee**



Model by Alex Palkovich-2015
"This Place Will Be Called In Your Name, Florence"

Harlee Memorial Sculpture Committee Members:

Gale Harlee Dixon, Chairman
Betty Betts Hester, Secretary
Anne Marie Hanna, CPA and Treasurer
Anne Dixon Adams
Dr. Paul T. Davis D.M.D.
Fred and Jessie DuBard
W. Kenneth Eaton
Dr. John Keith
Shirley Meiere
Steve Powers
Dr. Hunter Stokes, Sr.
Alex Palkovich, Sculptor

Florence Henning Harlee:

- School Teacher and Librarian for Florence's first public library
- Born July 2, 1848 and Died May 5, 1927. Buried at Hopewell Cemetery in Claussen community near Florence, SC

General William Wallace Harlee:

- 1833-Admitted to South Carolina Bar
- 1836-First elected to SC House of Representatives at age 24
- 1837-Major of Harlee's Battalion, SC Militia, Charleston, SC
- 1845-Commissioned Major General of Fourth Division, SC Militia
- 1846-Again elected to SC House of Representatives for purpose of getting a charter for the Wilmington and Manchester Railroad
- 1847-1848-Founder/President/Owner of Wilmington and Manchester Railroad
- 1852-Built law office and home near Mars Bluff Depot to be near the construction of the railroad. His law office still stands today near Francis Marion University. He practiced law in Marion, Florence, and Darlington.
- Elected Lt. Governor of South Carolina
- Member of the Executive Council and Financial Department of the State
- 1880-State Senator and President Pro Tempore
- 1886-Elected President of the SC Bar
- 1890-Again chosen as President of the State Convention
- Prominent Citizen of SC, oldest practicing lawyer, distinguished statesman
- Born July 29, 1812 and Died April 29, 1897. Buried with family at Hopewell Cemetery in Claussen community near Florence, SC

**CONTRIBUTION MADE IS:
IN HONOR OF:**

IN MEMORY OF:

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Appearances Before Council
 Billy Fowler

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Fowler Requests To Appear Before Council To Request Council Take Action On The Placement Of Campaign Signs On The Right Of Way And Implement A Fine For The Removal Of The Signs.

ATTACHMENTS:

A copy of the request to appear received via email.

Connie Haselden

From: billyf999@aol.com
Sent: Tuesday, May 24, 2016 8:32 PM
To: Connie Haselden; KG R Smith
Cc: Mitchell Kirby; Jonathan B. Graham; jlloyd@florencenews.com; Richard A. Cusack; Shawn Brashear
Subject: campaign signs

CONNIE, I WOULD LIKE TO APPEAR BEFORE COUNCIL ON THE JUNE 2016 AGENDA TO REQUEST FOR COUNCIL TO TAKE ACTION ON THE PLACEMENT OF CAMPAIGN SIGNS ON THE RW AND PLACE A FINE FOR THE REMOVAL OF THE SIGNS ?

BILLY FOWLER

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Resolution No. 21-2015/16

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

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

OPTIONS:

1. *(Recommended)* Approve Resolution No. 21-2015/16
2. Provide An Alternate Directive

ATTACHMENT:

1. Resolution No. 21-2015/166
2. Francis Marion University Police Department Multi-Jurisdictional Agreement

Sponsor(s) : Sheriff's Office
Adopted: : June 16, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 21-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

Council Approves A Multi-Jurisdictional Agreement With The Francis Marion University Police Department And Authorizes The County Administrator To Execute Said Agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

MEMORANDUM OF UNDERSTANDING/MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by and between the Florence County Sheriff's Office and the Francis Marion University Police Department.

Section 1: Purpose

S.C. Code Section 23-20-10 et seq., allow for law enforcement services to be coordinated and shared among jurisdictions during emergencies and for routine law enforcement activities to better serve the interests of each agency and its residents. This Agreement authorizes the provision of mutual assistance between the Francis Marion University Police Department and the Florence County Sheriff's Office. This assistance includes, but is not limited to, emergencies, the prevention or detection of violations of the law, the apprehension or arrest of any person who violates a criminal or traffic law of this State, criminal cases, patrol services, crowd control, traffic control, law enforcement duties necessary to preserve and protect the health, safety, and welfare of the public and the use of facilities.

Section 2: Authority of Personnel Rendering Aid

Whenever the employees of the Francis Marion University Police Department or Florence County Sheriff's Office are rendering aid to the respective agencies such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in their respective jurisdictions.

Section 3: Responsibility for Expenses and Compensation of Employees

The agency providing mutual assistance under this Agreement shall bear the loss or damage to any equipment it provides as part of such assistance and shall pay the expense incurred in the operation and maintenance thereof. The agency providing mutual assistance under this MOU shall compensate and shall defray the actual travel and maintenance expenses of its own employees during the time they are rendering mutual assistance.

Section 4: Applicability of Privileges, Immunities, Exemptions and Benefits

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary, and other benefits which apply to the activity of such officers or employees of the Florence County Sheriff's Office or the Francis Marion University Police Department when performing their respective functions within the County or Campus, shall apply to such officers or employees to the same degree, manner and extent while engaged in the performance of any of their functions and duties mutually under the provisions of this agreement.

Section 5: Traffic Enforcement

Francis Marion University police officers will enforce traffic laws and campus regulations on campus. University officers may enforce traffic statutes throughout the state, though their focus shall be on the streets adjacent to the campus as appropriate and necessary. Enforcement by Francis Marion University Police officers will normally be limited to:

- Francis Marion Road from the intersection of East Palmetto Street southward to the intersection of Liberty Chapel Road.
- East Palmetto Street eastward ½ mile from Wallace Wood Road, Gate #6 and westward ½ mile from Harlan G. Hawkins Drive.

Section 6: Traffic Control

Whenever the Francis Marion University Police Department requires traffic control or non-emergency assistance from the Florence County Sheriff's Office for a scheduled event, the University shall give notice at the earliest possible date prior to the scheduled event.

Section 7: Accidents

The investigation of all accidents occurring on the campus (parking lots, streets, etc.) of Francis Marion University will be the responsibility of the Francis Marion University Police Department. The University may request the Florence County Sheriff's Office to assist in the investigation of accidents involving life threatening injuries or fatalities.

Section 8: Off-Campus Requests for Service

Francis Marion University police officers may respond to citizen calls for service within the jurisdictional responsibility of the Francis Marion University Police Department which includes but is not limited to the areas adjacent to or within the vicinity of university property. All such requests will be relayed or referred immediately to the Florence County Sheriff's Office via phone or radio. Francis Marion University Police Department officers may respond initially to stabilize the situation until the arrival of Florence County Sheriff's Office deputies. Francis Marion University police officers will respond for back-up assistance upon request of the Florence County Sheriff's Office as duty and manpower permits.

Section 9: Responding to On-View Calls for Assistance

Francis Marion University police officers will respond to all on-view incidents (and on-view requests for service) off campus pursuant to South Carolina Statute. Considering the stability of the scene, response time, the nature of the incident, the location of the incident, the reasonableness of any detention and the appropriateness of intervention by the Francis Marion University Police Department, the Francis Marion University Police Department shall turn over control of the incident to the Florence County Sheriff's Office. University officers will take whatever action is necessary to preserve the peace, protect life and property, and preserve the crime scene for follow-up by the Florence County Sheriff's Office.

Section 10: Criminal Investigation

The Francis Marion University Police Department is responsible for the investigation, processing, and prosecution of all crimes occurring on University property and grounds owned, operated, controlled or administered by Francis Marion University. Upon request, the Florence County Sheriff's Office will lend assistance as necessary and available to the Francis Marion University Police Department with regard to criminal investigations. Francis Marion University Police Department, upon request of the Sheriff's Office, will reciprocate regarding criminal investigations extending onto Francis Marion University.

Section 11: Serving Warrants

Florence County Sheriff's Office deputies attempting to serve an arrest warrant, subpoena or any other writ on university owned or controlled property will first contact the Francis Marion University Police Department and seek their assistance. The Francis Marion University Police Department will first notify the Florence County Sheriff's Office for assistance when officers attempt to serve warrants, subpoenas or any other writs off campus.

Section 12: Arrests Made by Francis Marion University Police Officers

When an arrest is made by a Francis Marion University police officer, the arrestee will be booked as a Francis Marion University Police Department arrest. University officers will transport and book all persons arrested by University officers. Should the transporting and booking process reduce staff of the University Police Department to a critical level, pursuant to this agreement, the Francis Marion University Police Department may request assistance of the Florence County Sheriff's Office to assist in transporting and booking the prisoner.

Section 13: Entering the Francis Marion University campus on official business

To assist in coordinating activities between the Francis Marion University Police Department and the Florence County Sheriff's Office, officers in uniform or in plainclothes coming onto the Francis Marion University campus on official business will normally notify the Francis Marion University Police Department at 843-661-1109. This is not applicable to any deputy responding to an immediate request for assistance/emergency occurring on campus when the deputy's mere presence or radio communication is a more expedient form of notification.

Section 14: Crime Reports and Records

All crime reports taken by university police officers shall be made on Francis Marion University Police Department case numbers. Any criminal cases requiring coordination with the Florence County Sheriff's Office will be forwarded to that Department marked: "For Information Purpose Only." All crimes occurring on university property with an investigative tie to Florence County shall be shared with the Florence County Sheriff's Office for informational purposes only. Annually Francis Marion University Police Department shall request crime statistical information for certain addresses off campus to comply with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act Report.

Section 15 Use of Facilities

Francis Marion University Police Department facilities and Florence County Sheriff's Office facilities may be made available upon timely request for use by the respective agency. This request shall be made in a timely manner and be subject to the approval of the appropriate agency administrator.

Section 16: Liability

Each agency shall not be liable or obligated to indemnify any of the other agency's personnel or other person or entity for any equipment damaged or destroyed and the individual officers shall not be indemnified for any material damage to his/her property, his/her person, or on account of his/her death resulting from performance under this agreement.

The party receiving aid under this agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a party giving aid under the terms of the S.C. Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both parties shall be responsible for payment of compensation and benefits only to their own employees.

All individuals retain all compensation, pension, retirement, and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to arising out of or in any way connected with its own actions, and the actions of its personnel in providing aid or law enforcement services under this agreement.

Section 17: Limitations

Nothing in this Agreement shall be construed as creating a duty to respond when requested by either party signing this Agreement. Nothing in this Agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the senior officer from the responding agency.

Section 18: Effective Date of Agreement

This agreement, which shall be signed in multiple originals, shall be in effect and legally binding when signed by each entity.

Section 19: Modification of Agreement

This agreement may be amended or modified in writing by the mutual agreement of all the Parties, with said amendment or modification being attached to or incorporated into this Agreement.

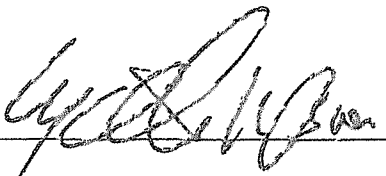
Section 20: Termination of Agreement

This agreement will remain in effect for one (1) year after execution, and shall automatically renew itself thereafter for one (1) year periods until or unless either Sheriff/Chief terminates said Agreement in writing delivered to the other party with thirty (30) days notice.

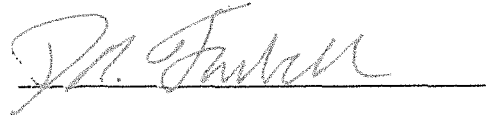
IN WITNESS WHEREOF, the parties hereinto set the hand and seals of their respective officials this 18th day of MAY, 2016.

COUNTY OF FLORENCE

FRANCIS MARION UNIVERSITY
POLICE DEPARTMENT



William K. Boone
Sheriff of Florence County



Donald R. Tarbell
Chief of Police

K.G. Rusty Smith, Jr
Florence County Administrator

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Resolution No. 22-2015/16

DEPARTMENT: Public Works

ISSUE UNDER CONSIDERATION:

(A Resolution To Authorize The Addition Of Unit #VO953, A 2005 Sterling Lowboy Truck, VIN# 2FWJAZDE56AW07682 To The County Fleet For Florence County Public Works Department.)

POINTS TO CONSIDER:

1. Budget Ordinance No. 01-2015/16, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet.
2. Public Works would like to retain an existing lowboy truck that has been replaced with a new unit under the current department budget, #V0953 a 2005 Sterling Lowboy truck. The unit would be used to respond to emergency situations such as the DuPont Fire and the warehouse fire in Lake City in the event the new unit was in the shop for repair or maintenance.
3. Public Works will fund the associated maintenance and fuel costs with this unit out of FY17 budgeted departmental funds.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 22-2015/16.
2. Provide An Alternate Directive.

ATTACHMENT:

Resolution No. 22-2015/16.

Sponsor(s)/Department : Public Works
Adopted: : June 16, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 22-2015/16

(To Authorize The Addition Of Unit #VO953, A 2005 Sterling Lowboy Truck, VIN# 2FWJAZDE56AW07682 To The County Fleet For Florence County Public Works Department.)

WHEREAS:

1. Budget Ordinance No. 01-2015/16, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet; and
2. Public Works needs the 2005 Sterling Lowboy truck to be able to respond to emergency situations such as the DuPont Fire and the warehouse fire in Lake City in the event the new unit was in the shop for repair or maintenance; and
3. Public Works will fund the associated maintenance and fuel costs with this unit out of FY17 budgeted departmental funds.

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

The County Administrator is authorized to make a permanent addition to the fleet by the addition of Unit #VO953, a 2005 Sterling Lowboy Truck for the Public Works Department.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Resolution No. 23-2015/16

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
(A Resolution Of Support For Prescribed Fire Management.)

OPTIONS:

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

ATTACHMENT:
Resolution No. 23-2015/16.

Sponsor(s)/Department : County Council
Adopted : June 16, 2016
Committee Referral :
Committee Consideration Date :
Committee Recommendation :

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 23-2015/16

A RESOLUTION OF SUPPORT FOR PRESCRIBED FIRE MANAGEMENT.

WHEREAS:

1. The Florence County Council recognizes that prescribed fire provides multiple ecological and economic benefits to the public; and
2. Prescribed fire is a traditional land management and public safety tool in the prevention of wildfires, reducing the liability and loss of private property and saving lives while acting as a preventative measure saving taxpayers the cost of local government public safety and firefighting officials from responding to wildfires which consume valuable tax resources; and
3. Prescribed fire is utilized in perpetuating fire-dependent ecosystems, and managing wildlife habitat for many species; and
4. Prescribed fire is a valuable tool used by forest land owners and managers in reducing hazardous fuels, reducing the risk of destructive wildfires, preparing sites for both natural and artificial forest regeneration, improving access and controlling detrimental insects and silvicultural diseases; and
5. The South Carolina Forestry Commission is authorized by various South Carolina state laws to control wildfires, administer burning laws, and provide other forestry assistance and considers prescribed burning to be a valuable forest management tool; and
6. The South Carolina General Assembly passed the Prescribed Fire Act in 1994 (amended in 2012), defining prescribed fire as, “a controlled fire applied to forest, brush or grassland vegetative fuels under specified environmental conditions and precautions which cause the fire to be confined to a predetermined area and allow accomplishment of the planned land management objectives”; and
7. Many rural economies are dependent on the use of prescribed fire to manage for game species such as Whitetail Deer, Wild Turkey and Bobwhite Quail; whose hunting economy is vital to the State of South Carolina; and
8. Prescribed fire helps keep South Carolina’s forests healthy and those forests, in return, provide clean air and clean water; and,

9. Prescribed fire practitioners contribute to the air quality of South Carolina as a healthy forest contributes vital ecological services as air shed contributors.

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

the Florence County Council supports the appropriate and continued use of prescribed fire in South Carolina,

AND, BE IT FURTHER RESOLVED THAT, the Florence County Council supports the South Carolina Forestry Commission, South Carolina Department of Natural Resources, Clemson University, The Nature Conservatory, the South Carolina Prescribed Fire Council and others as they strive to provide educational and technical assistance to landowners in an effort to recognize the benefits listed above,

AND, BE IT FURTHER RESOLVED THAT, the Florence County Council urges Air Quality Regulators to work closely with all state agencies and landowners in a fair and balanced approach to smoke management.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL

June 16, 2016

AGENDA ITEM: Third Reading of Ordinance No. 29-2015/16

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

1. In response to an increasing need for enhanced laws governing litter and the enforcement of those laws due to the voluminous amount of litter being disposed of improperly throughout the County, County Council enacted Ordinance No. 29-2014/15 on June 18, 2015.
2. Several additional revisions are proposed by the Magistrate's Office to facilitate efficient and effective enforcement of litter laws in Florence County.

OPTIONS:

3. *(Recommended)* Approve Third Reading of Ordinance No. 29-2015/16.
4. Provide an alternate directive.

ATTACHMENTS:

1. Copy Of Proposed Ordinance No. 29-2015/16.
2. Copy of Proposed Code Amendment w/ mark-up.

Sponsor(s) : County Council
 First Reading/Introduction : April 21, 2016
 Committee Referral :
 Committee Consideration Date :
 Committee Recommendation :
 Public Hearing : May 19, 2016
 Second Reading : May 19, 2016
 Third Reading : June 16, 2016
 Effective Date : Immediately

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

ORDINANCE NO. 29-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

1. In response to an increasing need for enhanced laws governing litter and the enforcement of those laws due to the voluminous amount of litter being disposed of improperly throughout the County, County Council enacted Ordinance No. 29-2014/15 on June 18, 2015; and
2. Several additional revisions are proposed to facilitate efficient and effective monitoring and enforcement of litter laws in Florence County.

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

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

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 Roger M. Poston, Chairman

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

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

Chapter 13 – Garbage and Trash

Article I

Sec 13-4 Manned Convenience Centers

- (a) Commercial haulers or commercial use of placing litter, trash and garbage into the County manned convenience center waste containers is prohibited.
- (b) No burning or flammable materials shall be placed inside the waste container.
- (c) The use of Florence County Manned Convenience Centers is restricted to Florence County residents.
- (d) No material shall be placed outside of any waste container. All garbage and refuse shall be placed inside the waste container.
- (e) All litter, waste and recyclable items shall be placed into the designated waste containers.
- (f) Commercial use and non-County resident use of the Florence County Manned Convenience Centers is prohibited and is subject to a \$500 fine per incident. Law enforcement officers with appropriate jurisdiction and Florence County Environmental Services officers are hereby authorized to enforce the provisions of this Chapter of the Florence County Code of Ordinances. Jurisdiction for a violation of this Section is in the Florence County Magistrate's system and subject to trial in the Florence County Magistrate's Court.

Sec. 13-6. Enforcement procedures.

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

- (a) Shall issue an official notice of violation containing a trial date before a Florence County Magistrate.
- (b) If the suspected violator does not appear for the trial date, the magistrate may continue with a trial in absentia, if the defendant received notice of their right to be present and the defendant was warned that the trial would proceed in their absence upon a failure to attend court. If the defendant is found guilty in absentia, a bench warrant may be issued.

Sec 13-7. Penalties

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

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

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

A person who violates the provisions of this section in an amount exceeding fifteen (15) pounds in weight or twenty-seven (27) cubic feet in volume, but not exceeding five hundred (500) pounds or one hundred (100) cubic feet, is guilty of a misdemeanor and, upon conviction, must be fined not less than Two Hundred and 00/100 (\$200.00) Dollars nor more than Five Hundred and 00/100 (\$500.00) Dollars or imprisoned for not more than thirty (30) days. In addition, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed, up to one hundred (100) hours.

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

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

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

Chapter 13 – Garbage and Trash

Article I

Sec 13-4 Manned Convenience Centers

- (a) Commercial haulers or commercial use of placing litter, trash and garbage into the County manned convenience center waste containers is prohibited. ~~are prohibited from placing litter, trash and garbage into the waste containers.~~
- (b) No burning or flammable materials shall be placed inside the waste container.
- (c) ~~Any commercial use of the Manned Convenience Center stations is prohibited.~~ The use of Florence County Manned Convenience Centers is restricted to Florence County residents.
- (d) No material shall be placed outside of any waste container. All garbage and refuse shall be placed inside the waste container.
- ~~(e) (e)~~ All litter, waste and recyclable items shall be placed into the designated waste containers.
- (f) Commercial use and non-County resident use of the Florence County Manned convenience Centers is prohibited and is subject to a \$500 fine per incident. Law enforcement officers with appropriate jurisdiction and Florence County Environmental Services officers are hereby authorized to enforce the provisions of this Chapter of the Florence County Code of Ordinances. Jurisdiction for a violation of this Section is in the Florence County Magistrate's system and subject to trial in the Florence County Magistrate's Court.

Sec. 13-6. Enforcement procedures.

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

- (a) Shall issue an official notice of violation containing a hearing trial date before a Florence County Magistrate.
- (b) If the suspected violator does not appear for the hearing trial date, the magistrate may continue with a trial in absentia. if the defendant received notice of their right to be present and the defendant was warned that the trial would proceed in their absence upon a failure to attend court. If the defendant is found guilty in absentia, shall issue a bench warrant may be issued.

Sec 13-7. Penalties

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

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

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

A person who violates the provisions of this section in an amount exceeding fifteen (15) pounds in weight or twenty-seven (27) cubic feet in volume, but not exceeding five hundred (500) pounds or one hundred (100) cubic feet, is guilty of a misdemeanor and, upon conviction, must be fined not less than Two Hundred and 00/100 (\$200.00) Dollars nor more than Five Hundred and 00/100 (\$500.00) Dollars or imprisoned for not more than ~~ninety (90)~~thirty (30) days. In addition, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed, up to one hundred (100) hours.

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

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

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

FLORENCE COUNTY COUNCIL

June 16, 2016

AGENDA ITEM: Third Reading of Ordinance No. 30-2015/16

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Establish The Florence County Commission On Litter Prevention & Beautification; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 30-2015/16.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 30-2015/16.

Sponsor(s) : County Council
First Reading/Introduction : April 21, 2016
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Public Hearing : May 19, 2016
Second Reading : May 19, 2016
Third Reading : June 16, 2016
Effective Date : Immediately

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

ORDINANCE NO. 30-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Establish the Florence County Commission on Litter Prevention & Beautification; To Provide For The Composition And Appointment Of The Commission; To Establish The Effective Date For Such Appointments; And Other Matters Relating Thereto.)

WHEREAS:

1. The Florence County Council seeks to reduce the volume of litter currently being improperly and illegally disposed of in Florence County; and
2. The Council deems the creation of a Commission on Litter Prevention & Beautification vital to the success of its campaign to reduce litter in Florence County.

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

1. Florence County Code, Chapter 13 Garbage and Trash is hereby amended to include Article VI. Commission on Litter Prevention & Beautification.

ARTICLE VI. COMMISSION ON LITTER PREVENTION & BEAUTIFICATION

Sec. 13-46. Established.

There is hereby created a commission to be known as the Florence County Commission on Litter Prevention & Beautification, which shall have the composition, structure, organization, powers, duties and functions established in this subchapter in accordance with Florence County ordinances, policies and administrative procedures.

Sec. 13-47. Organization and Composition.

- (A) The Commission on Litter Prevention & Beautification shall consist of nine (9) members appointed by the County Council for terms of four years or until their successors are appointed and qualified. Each County Council member shall nominate one of the nine (9) members for consideration as follows:

- The initial term of three (3) appointees from Districts 1, 4 and 7 shall be effective July 1, 2016, expiring on June 30, 2020.
- The initial term of three (3) appointees from Districts 2, 5, and 8 shall be effective July 1, 2016, expiring on June 30, 2019.
- The initial term of three (3) appointees from Districts 3, 6 and 9 shall be effective July 1, 2016, expiring on June 30, 2018.

Vacancies on the Commission shall be filled in the manner of the original appointment for the unexpired term.

- (B) Members of the Commission shall serve without pay, but travel and other incidental expenses may be provided in compliance with Florence County ordinances, policies and administrative procedures established for reimbursement of expenses for county boards, agencies and commissions.
- (C) The Commission on Litter Prevention & Beautification shall adopt by-laws and rules of procedure not inconsistent with this code, and the Commission shall maintain records and minutes of its proceedings and meetings, a copy of which shall be provided to the office of the County Administrator.
- (D) The Commission on Litter Prevention & Beautification shall meet at regular intervals, but not less frequently than twice per year. Any member of the Commission who shall be absent from 50% or more of the meetings of the Commission during any 12-month period shall be deemed to have forfeited Commission membership and shall be removed without further action by the County Council. It shall be the responsibility of the secretary-treasurer of the Commission to notify the Commission, the offending member and the County Council of the absences, removal and vacancy, and the County Council shall fill the vacancy created thereby in the manner of the original appointment, for the unexpired term of the member.

Sec. 13-48. Officers.

- (A) The officers of the Commission on Litter Prevention & Beautification shall consist of the chairperson, the vice- chairperson, the secretary-treasurer and other officers as may be selected by a majority vote of the Commission.
- (B) (1) Officers of the Commission shall be elected by the Commission in October of each year for terms of office which shall commence on January 1 of the following year.
 (2) Officers shall serve terms of one year and shall continue in office until their successors are elected and qualified.

- (C) Officers of the Commission shall serve without pay, but travel and other incidental expenses may be provided in compliance with the ordinances, policies and procedures established by Florence County for reimbursement of expenses.

Sec. 13-49. Adoption of Policies and Procedures.

The Commission on Litter Prevention & Beautification shall adopt policies and procedures in accordance with the ordinances, policies and administrative procedures of the County.

Sec. 13-50. Purposes and Objectives.

The purposes and objectives of the Commission on Litter Prevention & Beautification shall be:

- (A) To foster and promote ideals and principles of community beautification, litter prevention, waste reduction, public education, protection of the environment, prevention of blight, and the preservation of the natural beauty of Florence County;
- (B) To develop and implement plans, programs and initiatives that preserve the natural beauty of Florence County, protect the environment, improve public lands, reduce waste streams and improve Florence County communities through the efforts of volunteers and broad-based community alliances;
- (C) To recruit members of the general public to serve on committees, subcommittees and task forces and to promote the ideals, principles, goals and objectives of the Commission on Litter Prevention & Beautification;
- (D) To develop plans and programs for the education of and dissemination of information to the general public in order to encourage individual behavior and efforts for the improvement of the environment, the protection of the quality of life in Florence County communities, and positive behavior of individual citizens through personal responsibility;
- (E) To affiliate with and promote the programs of Palmetto Pride in Florence County;
- (F) To establish and implement policies and carry out programs and projects to implement the purposes, objectives and goals of the Commission on Litter Prevention & Beautification; and
- (G) To perform such additional functions and duties as may be assigned to the Commission by the Florence County governing body.

Sec. 13-51. Powers and Duties.

The Commission on Litter Prevention & Beautification shall have the following powers and duties to be exercised in accordance with Florence County's ordinances, policies, and administrative procedures:

- (A) The Commission on Litter Prevention & Beautification shall adopt by-laws and rules of procedure not inconsistent with this code.
- (B) Elect officers and prescribe the duties and responsibilities of the officers.
- (C) Establish and appoint working committees and subcommittees. The Commission shall not delegate or devolve any power, duty or responsibility conferred upon the Commission under the general law or the provisions of this subchapter to any committee or subcommittee of the Commission.
- (D) To recruit members of the general public to serve on committees, subcommittees and task forces; to set goals and establish action plans; to notify members of committees, subcommittees and task forces of meeting dates, and prepare an agenda for each such meeting; to submit project plans and funding sources to the Commission for approval; to submit periodic committee, subcommittee or activity reports to the Commission; and submit annual reports to the Florence County Council; to accept grants for the administration and implementation of plans, programs and projects, consistent with applicable State statutes, laws, County codes, ordinances and County policies.
- (E) To plan, develop and implement projects, programs and policies for:
 - (1) Beautification and community improvement in Florence County;
 - (2) Litter prevention;
 - (3) Waste reduction through diverse programs;
 - (4) Education to encourage positive behavior towards community improvement;
 - (5) Improving the environment and quality of life of communities through personal responsibility;
 - (6) Broad-based community alliances to achieve sustainable community improvement;
 - (7) The encouragement of action by volunteers;
 - (8) The establishment and implementation of policies, programs and projects as may be advisable in order to effectuate and implement purposes, objectives and goals of this subchapter in accordance with the general law, the provisions of this subchapter, and the ordinances and policies of Florence County.

Sec. 13-52. Committees; Task Forces.

- (A) *Standing committees.* The Commission may appoint such committees and subcommittees as may be necessary or appropriate to carry out the purposes and objectives of the Commission on Litter Prevention & Beautification. A member of the Commission on Litter Prevention & Beautification shall serve as the committee chairperson of each such committee and/or subcommittee. Each such committee or subcommittee shall recruit members from the general public; set goals and objectives; develop action plans; provide for the notification of committee or subcommittee members of meeting dates, times and places; cause agendas to be prepared for each meeting; submit project plans and funding sources to the Commission for approval; report committee or subcommittee activities to the Commission; and perform such other duties and functions as may be assigned to them by the Commission.
- (B) *Task forces.* The Commission may, from time to time, appoint task forces with specific goals, objectives, programs and projects as may be assigned to each task force. Each task force so created shall have a specific time frame and schedule for the completion of its assigned tasks and functions. A member of the Commission shall serve as the chairperson of each task force created. Each task force shall recruit members from the general public; set specific goals and action plans; provide notice to members of the task force of the dates, times and places of meetings and other functions; prepare agendas for each meeting; submit project plans and funding sources to the Commission for approval; report task force activities to the Commission; submit a final report of the task force to the Commission; and perform such other duties, tasks and functions as may be assigned to it by the Commission.

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Third Reading of Ordinance No. 31-2015/16

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Charles Ingram Lumber Co., Inc., Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Charles Ingram Lumber Co., Inc., And Providing For Payment By Charles Ingram Lumber Co., Inc. Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 31-2015/16.
2. Provide an Alternate Directive.

ATTACHMENTS:

A copy of proposed Ordinance No. 31-2015/16.

Sponsor(s) : Economic Development
First Reading : April 21, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 19, 2016
Second Reading : May 19, 2016
Third Reading : June 16, 2016
Effective Date : June 16, 2016

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

ORDINANCE NO. 31-2015/16

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 AND CHARLES INGRAM LUMBER CO., INC, WHEREBY FLORENCE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH CHARLES INGRAM LUMBER CO., INC., AND PROVIDING FOR PAYMENT BY CHARLES INGRAM LUMBER CO., INC., OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; 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 4, Chapter 12, Code of Laws of South Carolina 1976 (the "Code"), as amended (the "Act"), to accept the conveyance of land, a building or buildings, machinery and equipment and other assets which together constitute a "project" as defined in the Act, and to enter into lease agreements with any industry for such project which requires the industry to make a payment of a fee-in-lieu of taxes ("FILOT"), or, alternatively, the County Council is empowered to enter into a fee agreement (the "Simplified FILOT") with respect to a project pursuant to Title 12, Chapter 44, of the Code, as amended (the "FILOT Simplification Act"), and as supplemented by Title 4, Chapter 1 of the Code (the "MCIP Act") which requires the industry to make a payment of a fee in lieu of taxes without the conveyance of title to the County, through which powers (whether under the Act or the FILOT Simplification Act) the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and the County and thus utilize and employ the manpower, products and 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
2. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 19-2015/16 dated as of April 21, 2016, authorizing a FILOT or Simplified FILOT with Charles Ingram Lumber Co., Inc., and/or its subsidiaries, affiliates, successors, assigns, sponsors, lessors and others (collectively, the "Company") identified as Project Launch in the Resolution, with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and

3. The Project is anticipated to result in a taxable investment of approximately \$6,500,000 within five years of the last day of the property tax year in which the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and
4. The County has determined on the basis of the information supplied to it by the Company, that the Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and
5. The County has agreed to enter into a FILOT or Simplified FILOT with the Company whereby the County would provide therein for a payment of fees in lieu of taxes by the Company with respect to the Project pursuant to the Act or the FILOT Simplification Act (the "Fee Agreement"); and
6. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes which the County proposes to execute and deliver; and
7. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of Florence County, the Florence County Council as follows:

Section 1. It is hereby found, determined and declared by the County Council as follows:

(a) The Project constitutes a "project" as defined in the Act and will constitute "economic development property" 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 will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

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

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

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

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions 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 and County Administrator are each 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 and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. 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 Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County Council, 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 4. 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 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT

FEE AGREEMENT
BETWEEN
FLORENCE COUNTY, SOUTH CAROLINA
AND
CHARLES INGRAM LUMBER CO., INC.

DATED
AS OF
June 16, 2016

draft

**RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)**

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. §12-44-55(B).

draft

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of June 16, 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 its County Council (the "County Council") as governing body of the County, and Charles Ingram Lumber Co., Inc., a South Carolina corporation (the "Company").

WITNESSETH:

WHEREAS, 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 companies meeting the requirements of such Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County and the Company desire to enter into this Fee Agreement regarding the Project;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any 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 are greater than the costs;

WHEREAS, pursuant to a Resolution authorizing a fee agreement with the Company adopted on April 21, 2016 (the "Resolution"), the County committed to enter into this Fee Agreement with the Company, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on June 16, 2016 (the "Ordinance"), as an incentive to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies property within the Project as economic development property under the Act subject to the terms and conditions hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the Parties hereto agree as follows:

ARTICLE I WAIVER OF RECAPITULATION; DEFINITIONS

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project may be located in a Multi-County Industrial Park and, as such, would be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision.

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the prior written consent of both the County and the Company.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

"County Administrator" means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

"County Council" means the County Council of the County.

“County” means Florence County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance, this Fee Agreement, the Incentive Agreement, and the Resolution.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Economic Development Property” shall be as defined in Section 12-44-30(6) of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated June 16, 2016, between the County and the Company.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Investment Period” means the period beginning with the first day that Project property is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension of such period as provided in Section 3.2 hereof.

“MCIP Provision” means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Multi-County Industrial Park” means an industrial or business park established by two or more counties acting under the provisions of the MCIP Provision.

“Ordinance” means the Ordinance adopted by the County on June 16, 2016, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by Sponsors pursuant to Section 5.1 of this Fee Agreement.

“Project” means the Real Property and the Equipment and Improvements located on the Real Property, together with the acquisition, construction, installation, design, and engineering thereof which are eligible for inclusion as Economic Development Property under the Act and become subject to this Fee Agreement, subject to the agreement herein of certain Real Property excluded from this Fee Agreement. The parties agree that Project shall consist of such property so identified by the Company in connection with its/their annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” means land identified by the Company as eligible for inclusion as Economic Development Property under the Act, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Resolution” means Resolution No. 19-2015/16 of the County Council authorizing the Fee Agreement adopted on April 21, 2016.

“Sponsors” shall mean all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, sponsor affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Sponsor, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

“Stage” in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means 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.

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1. *Limitation of Liability.* Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including but not limited to any obligation for the payment of money, shall not be deemed to constitute a pecuniary liability or a charge against its general credit or taxing power; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company.

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary on its part to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order, or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

(d) To the best of the County's knowledge, neither the existence of the County nor the rights of any members of County Council to their offices, is being contested and none of the proceedings taken to authorize the execution, delivery, and performance of such of the Documents as require execution, delivery, and performance by the County have been repealed, revoked, amended, or rescinded.

(e) All consents, authorizations, and approvals required on the part of the County, in connection with the execution, delivery, and performance by the County of such of the Documents as require execution, delivery, and performance by the County, have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project. Based upon representations made by the Company to the County, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, except as otherwise provided herein, and subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property.

No representation of the County is hereby made with regard to compliance by the Project with laws regulating (i) environmental matters pertaining to the Project, (ii) the offer or sale of any securities, or (iii) the marketability of title to any property, including the Real Property, Improvements, or Equipment.

SECTION 3.2. *Covenants by the County.* Upon receipt of written request from the Company, the County agrees to consider a request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act, and upon granting of any such extension (if any), cooperate with the Company in the filing with the DOR a copy of such extension within the time period required under the Act. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representation, Warranties and Covenants of the Company.* The Company makes the following representations and warranties, and enters into the following covenants with the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina and is qualified to do business in South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) To the best of the Company's knowledge, neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions, or provisions of any agreement, restriction, statute, law, rule, order, or regulation to which the Company is now a party or by which it is bound.

(c) To the best of the Company's knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling, or finding would materially adversely affect the Company or the consummation of the transactions described in the Documents.

(d) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) In accordance with and as required by Section 12-44-30(14) of the Act, the Company commits to a Project which meets a minimum investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

(f) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to acquire and construct the Project in the County.

(g) Each year during the term of the Fee Agreement, the Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of the most recent annual filings made with DOR with respect to the Project, not later than thirty (30) days following delivery thereof to DOR.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company (together with any Sponsors) has acquired, constructed, and/or installed or made plans for the acquisition, construction, and/or installation of certain Economic Development Property which comprises the Project.

(b) 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.

(c) Notwithstanding any other provision of this Fee Agreement, the Company and all Sponsors may place real property and/or personal property into service at any time during the Investment Period under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or a portion of the Project as set forth in Article X.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for business purposes.

SECTION 4.4. *Representations and Covenants.* No representation of the County is hereby made with regard to the design, capabilities, or condition of the Project or compliance by the Project with laws regulating the construction or acquisition of the Project or environmental matters pertaining to the Project.

ARTICLE V
PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF
PROPERTY; REPLACEMENT PROPERTY; FEE TERM

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Company and any Sponsors shall be required to make Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed (which the parties understand to be 343.7 mills in effect on June 30, 2016). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the fair market value must be reported at its fair market value for *ad valorem* property taxes as determined by appraisal; and
- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year following the year in which the Economic Development Property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date

following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of Economic Development Property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company, in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty, or by virtue of the exercise or threat of the power of condemnation or eminent domain, shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2, subject, however, at all times to the provision of Section 9.2(c) regarding the maintenance of the minimum investment required by the Act.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all rights and privileges granted to any Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the County and the Company have not committed and will not knowingly commit any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located.

SECTION 6.2. *Rescission and Reversion in the Event of Termination.* In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

ARTICLE VII EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques, and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets, or techniques, including, but not limited to, disclosures of financial, sales, or other confidential information concerning the Company's operations, would 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; or (ii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, 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. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Assignment.* With the County's written consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers, transfers to affiliates and/or subsidiaries of the Company, or any other transfers not requiring consent of the County under the Act. No assignment, transfer, or sublease shall affect or reduce any of the obligations of the Company hereunder, which shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, except that the Company shall be released from its/their obligations hereunder upon the written consent of, and release by the County, which shall not be unreasonably withheld. The Company shall give the County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator, Chairman of County Council, and the Clerk to County

Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

SECTION 8.3. *Administrative Expenses.* The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) the Resolution dated April 21, 2016, (iii) all other documents related to this Fee Agreement, the Resolution, and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement, and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel, with the total of such Administration Expenses not to exceed \$7,500 (together with Administrative Expenses as defined in the Fee Agreement between the County and Willow Creek Lumber Company of even date herewith).

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" on behalf of the Company under this Fee Agreement:

(a) If the Company shall fail to make any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement after written notice of such default has been given and such default continues for a period of 60 days; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 60 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*," as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 60 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean

circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If the Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself/themselves under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing to their inability to pay their debts generally as they become due; or

(d) If a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

SECTION 9.2. Remedies on Default by the Company; Failure to Maintain Minimum Investment Required by the Act.

(a) Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement. Although the Parties acknowledge that the Project is exempt from *ad valorem* property taxes, there shall be a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act, and the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

(b) The County's right to receive Payments-in-Lieu-of-Taxes hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of S.C. Code Ann. (1976), as amended. In the event the Company should fail to make any of the payments required in this Fee Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and, in the case of the Payments-in-Lieu of Taxes, subject to the penalties provided by law until paid.

(c) In the event the Company or any Sponsor fails to reach or maintain the minimum investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), this Fee Agreement shall terminate and the Company or such Sponsor shall pay the County all amounts due pursuant to the Act as a result of such failure, if any. In no event shall the Payments-in-Lieu-of-Taxes terminate with respect to any Sponsor or the Company as long as the Company or such Sponsor maintains a minimum investment of \$2,500,000 (without regard to depreciation).

(d) The Company acknowledges that it has projected certain investment levels in connection with the Project. A failure to reach such investment levels shall not in itself give the County the right to terminate this Fee Agreement, except as otherwise specifically provided herein.

SECTION 9.3. *Default by County and the Company's Remedies.* In the event the County fails to observe or perform any covenant, condition, or agreement required to be performed or observed by the County under the Documents and this Fee Agreement, the Company may bring such actions against the County as are available to it at law or in equity.

SECTION 9.4. *No Remedy Exclusive.* Except as expressly otherwise provided herein, no remedy herein conferred upon or reserved to the County or the Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power 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.

SECTION 9.5. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant, or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other Party/Parties to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 9.6. *Certain Company Obligations to Survive Termination.* No termination or expiration of the term of this Agreement shall relieve the Company of its liability and obligations to make the payments due and payable under this Fee Agreement, all of which shall survive any such termination.

ARTICLE X
COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including, without limitation, any time during which there may be subsisting an Event of Default), and at any time upon at least 30 days' notice, the Company (but not any Sponsor unless the Company consents) may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof, prospectively only.

ARTICLE XI
MISCELLANEOUS

SECTION 11.1. *Leased Equipment.* The Parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, subject, at all times, to the requirements of such applicable law. The Parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

SECTION 11.2. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to the Company:

Jim Anderson
Vice President and Secretary
Charles Ingram Lumber Co.
4930 Planer Road
Effingham, SC 29541

With a copy to:

Turner Padget
P.O. Box 5478
Florence, S.C. 29502
Attention: Arthur E. Justice, Jr., Esq.
Facsimile: (843) 413-5819

If to the County:

Florence County, South Carolina
180 North Irby Street
Florence, South Carolina 29501
Attention: County Administrator
Facsimile: (843) 665-3042

With a copy to:

Haynsworth Sinkler Boyd
P.O. Box 11889
Columbia, S.C. 29211-1889
Attention: William R. Johnson, Esq.
Facsimile: (803) 765-1243

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

SECTION 11.4. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including, but not limited to, Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina 1976, as amended.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the Company shall notify the County in writing, and the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes, and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered, or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts. Any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *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 11.10. *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.

[Signature Page Follows]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and
[Project Launch], pursuant to due authority, have duly executed this Fee Agreement, all as of
the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

Roger M. Poston
Chairman, County Council of Florence County

ATTEST:

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

[other signatures appear on following pages]

draft

CHARLES INGRAM LUMBER CO., INC.

Jim Anderson
Vice President and Secretary

draft

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Third Reading of Ordinance No. 32-2015/16

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Willow Creek Lumber Company, LLC, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Willow Creek Lumber Company, LLC, And Providing For Payment By Willow Creek Lumber Company, LLC Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 32-2015/16.
2. Provide an Alternate Directive.

ATTACHMENTS:

A copy of proposed Ordinance No. 32-2015/16.

Sponsor(s) : Economic Development
 First Reading : April 21, 2016
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 19, 2016
 Second Reading : May 19, 2016
 Third Reading : June 16, 2016
 Effective Date : June 16, 2016

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

ORDINANCE NO. 32-2015/16

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 AND WILLOW CREEK LUMBER COMPANY, LLC, WHEREBY FLORENCE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH WILLOW CREEK LUMBER COMPANY, LLC, AND PROVIDING FOR PAYMENT BY WILLOW CREEK LUMBER COMPANY, LLC., OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; 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 4, Chapter 12, Code of Laws of South Carolina 1976 (the "Code"), as amended (the "Act"), to accept the conveyance of land, a building or buildings, machinery and equipment and other assets which together constitute a "project" as defined in the Act, and to enter into lease agreements with any industry for such project which requires the industry to make a payment of a fee-in-lieu of taxes ("FILOT"), or, alternatively, the County Council is empowered to enter into a fee agreement (the "Simplified FILOT") with respect to a project pursuant to Title 12, Chapter 44, of the Code, as amended (the "FILOT Simplification Act"), and as supplemented by Title 4, Chapter 1 of the Code (the "MCIP Act") which requires the industry to make a payment of a fee in lieu of taxes without the conveyance of title to the County, through which powers (whether under the Act or the FILOT Simplification Act) the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and the County and thus utilize and employ the manpower, products and 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
2. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 20-2015/16 dated as of April 21, 2016, authorizing a FILOT or Simplified FILOT with Willow Creek Lumber Company, LLC., and/or its subsidiaries, affiliates, successors, assigns, sponsors, lessors and others (collectively, the "Company") identified as Project Dogwood in the Resolution, with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and

3. The Project is anticipated to result in a taxable investment of approximately \$2,800,000 within five years of the last day of the property tax year in which the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and
4. The County has determined on the basis of the information supplied to it by the Company, that the Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and
5. The County has agreed to enter into a FILOT or Simplified FILOT with the Company whereby the County would provide therein for a payment of fees in lieu of taxes by the Company with respect to the Project pursuant to the Act or the FILOT Simplification Act (the "Fee Agreement"); and
6. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes which the County proposes to execute and deliver; and
7. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of Florence County, the Florence County Council as follows:

Section 1. It is hereby found, determined and declared by the County Council as follows:

(a) The Project constitutes a "project" as defined in the Act and will constitute "economic development property" 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 will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

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

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

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

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions 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 and County Administrator are each 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 and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. 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 Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County Council, 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 4. 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 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT

FEE AGREEMENT
BETWEEN
FLORENCE COUNTY, SOUTH CAROLINA
AND
WILLOW CREEK LUMBER COMPANY, LLC

DATED
AS OF

June 16, 2016

draft

**RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)**

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. §12-44-55(B).

draft

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of June 16, 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 its County Council (the "County Council") as governing body of the County, and Willow Creek Lumber Company, LLC, a South Carolina limited liability corporation (the "Company").

WITNESSETH:

WHEREAS, 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 companies meeting the requirements of such Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County and the Company desire to enter into this Fee Agreement regarding the Project;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any 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 are greater than the costs;

WHEREAS, pursuant to a Resolution authorizing a fee agreement with the Company adopted on April 21, 2016 (the "Resolution"), the County committed to enter into this Fee Agreement with the Company, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on June 16, 2016 (the "Ordinance"), as an incentive to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies property within the Project as economic development property under the Act subject to the terms and conditions hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the Parties hereto agree as follows:

ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project may be located in a Multi-County Industrial Park and, as such, would be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision.

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the prior written consent of both the County and the Company.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

"County Administrator" means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

"County Council" means the County Council of the County.

“County” means Florence County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance, this Fee Agreement, the Incentive Agreement, and the Resolution.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Economic Development Property” shall be as defined in Section 12-44-30(6) of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated June 16, 2016, between the County and the Company.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Investment Period” means the period beginning with the first day that Project property is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension of such period as provided in Section 3.2 hereof.

“MCIP Provision” means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Multi-County Industrial Park” means an industrial or business park established by two or more counties acting under the provisions of the MCIP Provision.

“Ordinance” means the Ordinance adopted by the County on June 16, 2016, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by Sponsors pursuant to Section 5.1 of this Fee Agreement.

“Project” means the Real Property and the Equipment and Improvements located on the Real Property, together with the acquisition, construction, installation, design, and engineering thereof which are eligible for inclusion as Economic Development Property under the Act and become subject to this Fee Agreement, subject to the agreement herein of certain Real Property excluded from this Fee Agreement. The parties agree that Project shall consist of such property so identified by the Company in connection with its/their annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” means land identified by the Company as eligible for inclusion as Economic Development Property under the Act, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Resolution” means Resolution No. 20-2015/16 of the County Council authorizing the Fee Agreement adopted on April 21, 2016.

“Sponsors” shall mean all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, sponsor affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Sponsor, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

“Stage” in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means 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.

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1. *Limitation of Liability.* Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including but not limited to any obligation for the payment of money, shall not be deemed to constitute a pecuniary liability or a charge against its general credit or taxing power; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company.

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary on its part to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order, or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

(d) To the best of the County's knowledge, neither the existence of the County nor the rights of any members of County Council to their offices, is being contested and none of the proceedings taken to authorize the execution, delivery, and performance of such of the Documents as require execution, delivery, and performance by the County have been repealed, revoked, amended, or rescinded.

(e) All consents, authorizations, and approvals required on the part of the County, in connection with the execution, delivery, and performance by the County of such of the Documents as require execution, delivery, and performance by the County, have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project. Based upon representations made by the Company to the County, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, except as otherwise provided herein, and subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property.

No representation of the County is hereby made with regard to compliance by the Project with laws regulating (i) environmental matters pertaining to the Project, (ii) the offer or sale of any securities, or (iii) the marketability of title to any property, including the Real Property, Improvements, or Equipment.

SECTION 3.2. *Covenants by the County.* Upon receipt of written request from the Company, the County agrees to consider a request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act, and upon granting of any such extension (if any), cooperate with the Company in the filing with the DOR a copy of such extension within the time period required under the Act. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representation, Warranties and Covenants of the Company.* The Company makes the following representations and warranties, and enters into the following covenants with the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina and is qualified to do business in South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) To the best of the Company's knowledge, neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions, or provisions of any agreement, restriction, statute, law, rule, order, or regulation to which the Company is now a party or by which it is bound.

(c) To the best of the Company's knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling, or finding would materially adversely affect the Company or the consummation of the transactions described in the Documents.

(d) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) In accordance with and as required by Section 12-44-30(14) of the Act, the Company commits to a Project which meets a minimum investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

(f) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to acquire and construct the Project in the County.

(g) Each year during the term of the Fee Agreement, the Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of the most recent annual filings made with DOR with respect to the Project, not later than thirty (30) days following delivery thereof to DOR.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company (together with any Sponsors) has acquired, constructed, and/or installed or made plans for the acquisition, construction, and/or installation of certain Economic Development Property which comprises the Project.

(b) 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.

(c) Notwithstanding any other provision of this Fee Agreement, the Company and all Sponsors may place real property and/or personal property into service at any time during the Investment Period under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or a portion of the Project as set forth in Article X.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for business purposes.

SECTION 4.4. *Representations and Covenants.* No representation of the County is hereby made with regard to the design, capabilities, or condition of the Project or compliance by the Project with laws regulating the construction or acquisition of the Project or environmental matters pertaining to the Project.

ARTICLE V
PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF
PROPERTY; REPLACEMENT PROPERTY; FEE TERM

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Company and any Sponsors shall be required to make Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed (which the parties understand to be 343.7 mills in effect on June 30, 2016). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the fair market value must be reported at its fair market value for *ad valorem* property taxes as determined by appraisal; and
- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year following the year in which the Economic Development Property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date

following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of Economic Development Property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

SECTION 5.2. *Disposal of Property, Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty, or by virtue of the exercise or threat of the power of condemnation or eminent domain, shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2, subject, however, at all times to the provision of Section 9.2(c) regarding the maintenance of the minimum investment required by the Act.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all rights and privileges granted to any Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the County and the Company have not committed and will not knowingly commit any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located.

SECTION 6.2. *Rescission and Reversion in the Event of Termination.* In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

ARTICLE VII EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques, and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets, or techniques, including, but not limited to, disclosures of financial, sales, or other confidential information concerning the Company's operations, would 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; or (ii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, 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. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Assignment.* With the County's written consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers, transfers to affiliates and/or subsidiaries of the Company, or any other transfers not requiring consent of the County under the Act. No assignment, transfer, or sublease shall affect or reduce any of the obligations of the Company hereunder, which shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, except that the Company shall be released from its/their obligations hereunder upon the written consent of, and release by the County, which shall not be unreasonably withheld. The Company shall give the County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator, Chairman of County Council, and the Clerk to County

Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

SECTION 8.3. *Administrative Expenses.* The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) the Resolution dated April 21, 2016, (iii) all other documents related to this Fee Agreement, the Resolution, and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement, and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel, with the total of such Administration Expenses not to exceed \$7,500 (together with Administrative Expenses as defined in the Fee Agreement between the County and Charles Ingram Lumber Company of even date herewith).

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" on behalf of the Company under this Fee Agreement:

(a) If the Company shall fail to make any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement after written notice of such default has been given and such default continues for a period of 60 days; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 60 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*," as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 60 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean

circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If the Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself/themselves under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing to their inability to pay their debts generally as they become due; or

(d) If a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

SECTION 9.2. Remedies on Default by the Company; Failure to Maintain Minimum Investment Required by the Act.

(a) Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement. Although the Parties acknowledge that the Project is exempt from *ad valorem* property taxes, there shall be a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act, and the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

(b) The County's right to receive Payments-in-Lieu-of-Taxes hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of S.C. Code Ann. (1976), as amended. In the event the Company should fail to make any of the payments required in this Fee Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and, in the case of the Payments-in-Lieu of Taxes, subject to the penalties provided by law until paid.

(c) In the event the Company or any Sponsor fails to reach or maintain the minimum investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), this Fee Agreement shall terminate and the Company or such Sponsor shall pay the County all amounts due pursuant to the Act as a result of such failure, if any. In no event shall the Payments-in-Lieu-of-Taxes terminate with respect to any Sponsor or the Company as long as the Company or such Sponsor maintains a minimum investment of \$2,500,000 (without regard to depreciation).

(d) The Company acknowledges that it has projected certain investment levels in connection with the Project. A failure to reach such investment levels shall not in itself give the County the right to terminate this Fee Agreement, except as otherwise specifically provided herein.

SECTION 9.3. *Default by County and the Company's Remedies.* In the event the County fails to observe or perform any covenant, condition, or agreement required to be performed or observed by the County under the Documents and this Fee Agreement, the Company may bring such actions against the County as are available to it at law or in equity.

SECTION 9.4. *No Remedy Exclusive.* Except as expressly otherwise provided herein, no remedy herein conferred upon or reserved to the County or the Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power 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.

SECTION 9.5. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant, or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other Party/Parties to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 9.6. *Certain Company Obligations to Survive Termination.* No termination or expiration of the term of this Agreement shall relieve the Company of its liability and obligations to make the payments due and payable under this Fee Agreement, all of which shall survive any such termination.

**ARTICLE X
COMPANY OPTION TO TERMINATE**

SECTION 10.1. *Company Option to Terminate.* From time to time (including, without limitation, any time during which there may be subsisting an Event of Default), and at any time upon at least 30 days' notice, the Company (but not any Sponsor unless the Company consents) may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof, prospectively only.

**ARTICLE XI
MISCELLANEOUS**

SECTION 11.1. *Leased Equipment.* The Parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, subject, at all times, to the requirements of such applicable law. The Parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

SECTION 11.2. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to the Company:

Furman Brodie
Manager
Willow Creek Lumber Company, LLC
4930 Planer Road
Effingham, SC 29541

With a copy to:

Turner Padgett
P.O. Box 5478
Florence, S.C. 29502
Attention: Arthur E. Justice, Jr., Esq.
Facsimile: (843) 413-5819

If to the County:

Florence County, South Carolina
180 North Irby Street
Florence, South Carolina 29501
Attention: County Administrator
Facsimile: (843) 665-3042

With a copy to:

Haynsworth Sinkler Boyd
P.O. Box 11889
Columbia, S.C. 29211-1889
Attention: William R. Johnson, Esq.
Facsimile: (803) 765-1243

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

SECTION 11.4. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including, but not limited to, Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina 1976, as amended.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the Company shall notify the County in writing, and the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes, and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered, or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts. Any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *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 11.10. *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.

[Signature Page Follows]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and [Project Dogwood], pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

Roger M. Poston
Chairman, County Council of Florence County

ATTEST:

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

[other signatures appear on following pages]

draft

WILLOW CREEK LUMBER COMPANY, LLC

Furman Brodie
Manager

draft

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Third Reading of Ordinance No. 01-2016/17

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 01-2016/17 is the budget ordinance for next fiscal year.
2. The proposed budget includes a planned 3.1 mill increase for the Debt Service Fund to cover a the annual debt service on the bonds issued for the new judicial center. The decision by Council during the previous fiscal year to increase this millage rate saved the taxpayers of Florence County approximately \$12,000,000 by shortening the life of these bonds from 25 years to 20 years. In addition, similar to the budget for the previous fiscal year, 0.4 mills is included to fund two new state mandates to fund two additional positions in the Probate Court and to fund the e-waste recycling program. SC Code of Laws Section 6-1-320 requires that this 0.4 mill increase be approved by a two-thirds vote of Council and be listed separately on the property tax notice.
3. An amendment to the Ordinance is necessary at third reading, primarily as a result of minor requested personnel changes as shown in the packet of changes from second reading to third reading.

FUNDING FACTORS:

NONE

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 01-2016/17.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Copy of Ordinance No. 01-2016/17 (black-lined version)
2. Copy of Ordinance No. 01-2016/17 (clean draft)
3. Packet of changes from second reading to third reading

Sponsor(s) : County Council
Introduction : April 21, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 19, 2016
Second Reading : May 19, 2016
Third Reading : June 16, 2016
Effective Date : July 1, 2016

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

ORDINANCE NO. 01-2016/17

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2016-2017 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2016-2017.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2016-2017 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

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

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

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

c. Appropriation Management:

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

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

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

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

	<u>FY16</u>	<u>FY17</u>
Florence County	74.6	74.6
Debt Service	9.6	12.7

Additionally, the following mill levies for the operation of the special purpose fire district and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY17 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)

	Operating Mills <u>FY16</u>	Debt Mills <u>FY16</u>	Total <u>FY16</u>	Operating Mills <u>FY17</u>	Estimated Debt Mills <u>FY17</u>	Total <u>FY17</u>
Florence Fire District	19.5	7.4	26.9	19.5	7.4	26.9
Florence-Darlington Technical College	4.9	0.0	4.9	4.9	0.0	4.9

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

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

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

<u>Fund</u>	<u>Fund Name</u>	<u>Appropriation</u>
10	County General Fund	\$55,757,358
37	Fire and First Responder Fund*	\$ 3,762,553
45	Debt Service Fund*	\$ 6,073,618
49	Fire and First Responder Debt Service Fund*	\$ 762,282
111	Economic Development Capital Project Fund*	\$ 2,455,000
112	Economic Development Partnership Fund*	\$ 461,179
121	65% State Accommodations Tax (2%) Fund*	\$ 225,000
122	30% State Accommodations Tax (2%) Fund*	\$ 100,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,878,143
124	Local Hospitality Tax Fund*	\$ 1,416,891
131	District Utility Allocation Fund*	\$ 566,000
132	District Infrastructure Allocation Fund*	\$ 1,134,000
133	District Rocking and Paving Fund*	\$ 1,999,000
145	Sheriff Camps Fund*	\$ 38,845
146	Sex Offender Registry Fund*	\$ 11,023
151	Law Library Fund*	\$ 34,681
153	Road Maintenance Fund*	\$ 3,827,749
154	Victim/Witness Fund*	\$ 202,180
155	Solicitor Check Law Fund*	\$ 176,644
421	Solid Waste Management Fund*	\$ 4,027,567
431	E-911 System Fund*	\$ 2,570,910

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

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2016 through June 30, 2017. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$6,073,618 for Debt Service provided by this Ordinance.

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

h. Grants Management:

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

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

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Manager with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance.

All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

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

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

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

SECTION 3. BUDGET YEAR END

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

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

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

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

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

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

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

SECTION 5. FIXED ASSETS

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

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

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

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

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

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

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

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

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

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

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

b. FY17 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2016, if authorized by County Council by motion. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have

worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

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

e. Tuition Assistance Program: An amount of \$9,100 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures

under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

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

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

i. Beginning Of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY2016/17 budget will become effective on the first day of the first full payroll period of the fiscal year.

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

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

SECTION 9. INDEPENDENT AUDIT

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

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

SECTION 10. FEES AND CHARGES

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

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

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$677,233 posted from the period of January 2000 through December 2012 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

d. Cabin Rental Fees: Effective July 1, 2016, the fees to rent a cabin at Lynches River County Park are \$60 per night for Sunday through Thursday nights and \$70 per night for Friday and Saturday nights.

SECTION 11. DEBT COLLECTION

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

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

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

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

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

d. School Resource Officer Contracts: The County Administrator is authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY17 are not signed prior to June 30, 2016, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be discontinued in FY17.

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

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

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

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

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

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

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

l. De-obligation of previously approved Council Allocation expenditures: Any remaining balances from projects approved to be funded from council district allocations that were approved prior to July 1, 2015 are hereby de-obligated.

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

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

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

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

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

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

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

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

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

c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY17 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

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

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

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

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

Roger M. Poston, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

Sponsor(s) : County Council
Introduction : April 21, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 19, 2016
Second Reading : May 19, 2016
Third Reading : June 16, 2016
Effective Date : July 1, 2016

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

ORDINANCE NO. 01-2016/17

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2016-2017 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2016-2017.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2016-2017 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

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

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

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

c. Appropriation Management:

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

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

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

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

	<u>FY16</u>	<u>FY17</u>
Florence County	74.6	74.6
Debt Service	9.6	12.7

Additionally, the following mill levies for the operation of the special purpose fire district and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY17 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)

	Operating Mills <u>FY16</u>	Debt Mills <u>FY16</u>	Total <u>FY16</u>	Operating Mills <u>FY17</u>	Estimated Debt Mills <u>FY17</u>	Total <u>FY17</u>
Florence Fire District	19.5	7.4	26.9	19.5	7.4	26.9
Florence-Darlington Technical College	4.9	0.0	4.9	4.9	0.0	4.9

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

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

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

<u>Fund</u>	<u>Fund Name</u>	<u>Appropriation</u>
10	County General Fund	\$55,757,358
37	Fire and First Responder Fund*	\$ 3,762,553
45	Debt Service Fund*	\$ 6,073,618
49	Fire and First Responder Debt Service Fund*	\$ 762,282
111	Economic Development Capital Project Fund*	\$ 2,455,000
112	Economic Development Partnership Fund*	\$ 461,179
121	65% State Accommodations Tax (2%) Fund*	\$ 225,000
122	30% State Accommodations Tax (2%) Fund*	\$ 100,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,878,143
124	Local Hospitality Tax Fund*	\$ 1,425,288
131	District Utility Allocation Fund*	\$ 566,000
132	District Infrastructure Allocation Fund*	\$ 1,134,000
133	District Rocking and Paving Fund*	\$ 1,999,000
145	Sheriff Camps Fund*	\$ 38,845
146	Sex Offender Registry Fund*	\$ 11,023
151	Law Library Fund*	\$ 34,681
153	Road Maintenance Fund*	\$ 3,827,749
154	Victim/Witness Fund*	\$ 202,180
155	Solicitor Check Law Fund*	\$ 176,644
421	Solid Waste Management Fund*	\$ 4,027,567
431	E-911 System Fund*	\$ 2,570,910

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

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2016 through June 30, 2017. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$6,073,618 for Debt Service provided by this Ordinance.

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

h. Grants Management:

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

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

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

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

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

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

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

SECTION 3. BUDGET YEAR END

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

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

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

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

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

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

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

SECTION 5. FIXED ASSETS

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

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

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

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

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

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

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

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

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

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

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

b. FY17 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2016, if authorized by County Council by motion. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have

worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

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

e. Tuition Assistance Program: An amount of \$9,100 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures

under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

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

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

i. Beginning Of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY2016/17 budget will become effective on the first day of the first full payroll period of the fiscal year.

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

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

SECTION 9. INDEPENDENT AUDIT

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

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

SECTION 10. FEES AND CHARGES

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

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

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$677,233 posted from the period of January 2000 through December 2012 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

d. Cabin Rental Fees: Effective July 1, 2016, the fees to rent a cabin at Lynches River County Park are \$60 per night for Sunday through Thursday nights and \$70 per night for Friday and Saturday nights.

SECTION 11. DEBT COLLECTION

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

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

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

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

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

d. School Resource Officer Contracts: The County Administrator is authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY17 are not signed prior to June 30, 2016, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be discontinued in FY17.

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

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

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

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

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

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

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

l. De-obligation of previously approved Council Allocation expenditures: Any remaining balances from projects approved to be funded from council district allocations that were approved prior to July 1, 2015 are hereby de-obligated.

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

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

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

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

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

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

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

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

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

c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY17 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

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

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

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

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

Roger M. Poston, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

Florence County
Changes from Second Reading
To Third Reading

<u>Pages</u>	<u>Notes</u>
vii	Appropriation amount was amended for Local Hospitality Fund to include funding for Secretary II (PRN).
xxii-xxiv	Budget-neutral within grade increases are included for the Network Technician and Administrative Assistant in the IT Department and the Building Superintendent at the Library. In addition, a Secretary II (PRN) position has been added at the Museum.
4-6	The budgets of the GIS Department and the IT Department have been changed as a result of the GIS/IT Technician being moved from the GIS Department to the IT Department.
56	The GIS/IT Technician has been moved from the GIS Department to the IT Department.
82, 83	The GIS/IT Technician has been moved from the GIS Department to the IT Department and budget-neutral within grade increases have been included for the Network Technician and the Administrative Assistant.
149-150	A budget-neutral within grade increase has been included for the Building Superintendent.
152-153	The appropriation for the Local Hospitality Tax Fund has been increased since a Secretary II (PRN) position has been added.
182, 185-186	A Secretary II (PRN) position has been added. This position will be funded from revenue received from rental income from events hosted at the Waters Building.
R471-478	Various requests and other documentation received since second reading.

	Operating Mills <u>FY16</u>	Debt Mills <u>FY16</u>	Total <u>FY16</u>	Operating Mills <u>FY17</u>	Estimated Debt Mills <u>FY17</u>	Total <u>FY17</u>
Florence Fire District	19.5	7.4	26.9	19.5	7.4	26.9
Florence-Darlington Technical College	4.9	0.0	4.9	4.9	0.0	4.9

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

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

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

<u>Fund</u>	<u>Fund Name</u>	<u>Appropriation</u>
10	County General Fund	\$55,757,358
37	Fire and First Responder Fund*	\$ 3,762,553
45	Debt Service Fund*	\$ 6,073,618
49	Fire and First Responder Debt Service Fund*	\$ 762,282
111	Economic Development Capital Project Fund*	\$ 2,455,000
112	Economic Development Partnership Fund*	\$ 461,179
121	65% State Accommodations Tax (2%) Fund*	\$ 225,000
122	30% State Accommodations Tax (2%) Fund*	\$ 100,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,878,143
124	Local Hospitality Tax Fund*	\$ 1,416,891 \$1,425,288
131	District Utility Allocation Fund*	\$ 566,000
132	District Infrastructure Allocation Fund*	\$ 1,134,000
133	District Rocking and Paving Fund*	\$ 1,999,000
145	Sheriff Camps Fund*	\$ 38,845
146	Sex Offender Registry Fund*	\$ 11,023
151	Law Library Fund*	\$ 34,681
153	Road Maintenance Fund*	\$ 3,827,749
154	Victim/Witness Fund*	\$ 202,180
155	Solicitor Check Law Fund*	\$ 176,644
421	Solid Waste Management Fund*	\$ 4,027,567
431	E-911 System Fund*	\$ 2,570,910

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

Florence County
New, Reclass, and Other requests
FY2016/2017

Department	Description	Cost		INDEX	
		By Item	Subtotal	(BN)	Budget Neutral
				(N)	New Position
GENERAL FUND				WGA	w/ Grade Adjustment
				Included in Budget	
				No	Yes
Administration	WGA - Administrative Services Director	5,232		-	5,232 (BN)
	Reclass Exec. Asst. to Administrator (Grade 19) to Asst. to Administrator (Grade 25)	5,378		-	5,378 (BN)
	Delete Records Manager (Grade 7)	(27,704)		-	(27,704) (BN)
	Subtotal		(17,094)		(17,094)
Clerk of Court	Reclass Legal Records Clerk II (Grade 9) to Jury Coordinator (Grade 10)	1,366		-	1,366 (BN)
	Reclass Clerk II (Grade 7) to Legal Records Clerk II (Grade 9)	3,729		-	3,729 (BN)
	Subtotal		5,095		5,095
Solicitor	Reclass Administrative Manager (Grade 22 to Grade 27)	3,096		-	3,096 (BN)
	Reclass Legal Records Clerk IV (Grade 11) to Paralegal (Grade 16)	8,528		-	8,528 (BN)
	Reclass Legal Records Clerk IV (Grade 11) to Paralegal (Grade 16)	5,780		-	5,780 (BN)
	Subtotal		17,404		17,404
Probate Court	WGA - Mental Health Clerk	4,742		-	4,742 (BN)
	WGA - Marriage License Clerk	3,452		-	3,452 (BN)
	Reclass Legal Records Clerk IV (Grade 11) to Estate and Probate Clerk (Grade 12) (2)	6,904		-	6,904 (BN)
	Subtotal		15,098		15,098
Florence Magistrate	Reclass Legal Records Clerk II (Grade 9) to Legal Records Clerk III (Grade 10)	1,399		-	1,399 (BN)
	Reclass Legal Records Clerk II (Grade 9) to Legal Records Clerk III (Grade 10)	1,455		-	1,455 (BN)
	Legal Records Clerk III (Grade 10)	33,106		33,106	- (N)
	Subtotal		35,960		2,854
Ocala Magistrate	Reclass Legal Records Clerk II (Grade 9) to Legal Records Clerk III (Grade 10)	1,066		-	1,066 (BN)
	Subtotal		1,066		1,066
Lake City Magistrate	Legal Records Clerk III (Grade 10)	33,106		33,106	- (N)
	Subtotal		33,106		-
Election Commission	WGA - All Positions	15,450		15,450	-
			15,450		-
Finance	Medical Coder I (Grade 9) (30 hrs./wk)	26,128		26,128	- (N)
	Reclass Finance Director (Grade 40 to Grade 42)	6,281		-	6,281 (BN)
	Reclass Accountant III/Acting Mgr. (Grade 20) to Accounting Manager (Grade 22)	3,306		-	3,306 (BN)
	Subtotal		35,715		9,587
Human Resources	HR Specialist (Grade 13)	41,819		41,819	- (N)
	Subtotal		41,819		-

Florence County
New, Reclass, and Other requests
FY2016/2017

Department	Description	Cost		INDEX	
		By Item	Subtotal	(BN)	Budget Neutral
				(N)	New Position
				WGA	w/ Grade Adjustment
				Included in Budget	
				No	Yes
Auditor	WGA - Auditor	21,341		21,341	-
	WGA - Deputy Auditor	11,500		11,500	-
	WGA - Data Base Clerk	8,892		8,892	-
	WGA - All Positions	30,945		30,945	-
	Increase hours - Audit Clerk I	17,093			17,093
	Subtotal		89,771		17,093
Planning and Building	Reclass Clerk III (Grade 8) to Dev. Svcs. Permit Tech. (Grade 12)	7,408		-	7,408 (BN)
	Reclass Clerk III (Grade 8) to Dev. Svcs. Permit Tech. (Grade 12)	7,408		-	7,408 (BN)
	Reclass Clerk III (Grade 8) to Dev. Svcs. Permit Tech. (Grade 12)	7,205		-	7,205 (BN)
	Subtotal		22,021		22,021
Information Technology	WGA - Network Technician	5,928		-	5,928 (BN)
	WGA - Administrative Assistant	5,928		-	5,928 (BN)
	Helpdesk Technician (Grade 19)	49,312		49,312	- (N)
	Subtotal		61,168		-
Veterans Affairs	Reclass Clerk II (Grade 7) to VA Service Representative (Grade 13)	6,447		-	6,447
	Clerk II (Grade 7)	27,704			27,704 (N)
	Subtotal		34,151		34,151
Central Dispatch	Pay Plan for Telecommunications Officers	112,288		112,288	-
	Telecommunications Officers (Grade 13) (8)	308,080		308,080	-
	Delete 4 PT Telecommunications Officers	(126,578)		(126,578)	-
	Subtotal		293,790		-
EMS	Addition of one ambulance - 24/72				
	Crew Chiefs (4) (Grade 21)	221,145		221,145	- (N)
	Crew Members (4) (Grade 19)	206,742		206,742	- (N)
	Add Area Supervisor to each shift				
	Area Supervisor (Grade 22) (4)	228,353		228,353	- (N)
	Reclass Crew Chief (Grade 21) to Asst. Shift Supervisor (Grade 22)	1,802		-	1,802
	Increase to Paramedic pay for four positions	24,191		-	24,191
	Subtotal		682,233		25,993
Coroner	WGA - Deputy Coroner	6,948		-	6,948
	Deputy Coroner (Grade 15)	47,914		47,914	- (N)
	Subtotal		54,862		6,948
Recreation	Reclass Programs Superintendent (Grade 15 to Grade 18)	2,695		-	2,695
	Reclass Maintenance Crew Worker (Grade 4) to Recreation Specialist II (Grade 9)	11,797		-	11,797
	Subtotal		14,492		14,492
Library	WGA - Building Superintendent	1,804		-	1,804 (BN)
	Subtotal		1,804		1,804
TOTAL GENERAL FUND			1,437,911	1,269,543	156,512

Florence County
New, Reclass, and Other requests
FY2016/2017

Department	Description	Cost		INDEX	
		By Item	Subtotal	Included in Budget	
				No	Yes
ECONOMIC DEVELOPMENT PARTNERSHIP FUND					
	WGA - Project Manager	2,264		-	2,264 (BN)
	WGA - Econ Devel. Executive Assistant	2,012		-	2,012 (BN)
	Subtotal		4,276		
TOTAL ECONOMIC DEVELOPMENT PARTNERSHIP FUND			4,276	-	4,276
LOCAL HOSPITALITY TAX FUND					
Florence Museum	Secretary II (PRN) (Grade 10)	8,397		-	8,397 (BN)
	Reclass Graphics and Comm. Coordinator (Grade 13 to Grade 14)	4,731		-	4,731
	Subtotal		4,731	-	13,128
TOTAL LOCAL HOSPITALITY TAX FUND			4,731	-	13,128
GRANT FUND					
Title IV-D (Family Court)	Office Manager (Grade 12)	36,709		-	36,709 (N)
	Subtotal		36,709		
TOTAL GRANT FUND			36,709	-	36,709

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2016-2017

SUMMARY OF GENERAL FUND APPROPRIATIONS

Func.	Dept	Division		13/14 Actual	14/15 Actual	15/16 Budget	16/17 Requested	16/17 Budget
411	401	000	County Council	305,902	309,905	317,249	322,910	312,788
411	401	100	Association of Counties	23,272	23,272	23,273	23,273	23,273
411	401	200	Paupers Funeral	6,600	6,750	6,800	6,800	6,800
411	401		County Council Totals	335,974	339,927	347,322	352,983	342,861
411	402	000	Administration	498,505	510,765	646,282	638,043	639,704
411	403	100	Clerk of Court	976,118	972,323	1,000,517	984,979	988,269
411	403	200	Court of Common Pleas	165,428	172,852	188,335	187,989	188,438
411	403	300	Family Court	652,141	620,551	624,811	622,230	624,427
411	403	400	Master in Equity	41,843	15,040	48,467	48,467	48,559
411	403		Clerk of Court Totals	1,835,530	1,780,766	1,862,130	1,843,665	1,849,793
411	404	000	Solicitor	999,369	1,058,634	1,112,263	1,117,941	1,116,131
411	405	000	Judge of Probate	515,270	582,950	596,983	594,654	596,749
411	406	000	Public Defender	658,318	671,302	719,865	722,358	722,384
411	406	100	Public Defender- Marion County	57,892	58,176	59,228	59,158	59,384
411	406		Public Defender Totals	716,210	729,478	779,093	781,516	781,768
411	407	100	Magistrates - Florence	1,321,783	1,218,103	1,260,216	1,304,529	1,269,161
411	407	200	Magistrates - Timmonsville	245,051	213,527	232,301	224,961	225,675
411	407	300	Magistrates - Olanta	112,775	108,664	110,663	112,954	112,113
411	407	400	Magistrates - Johnsonville	117,462	117,233	117,642	119,295	118,035
411	407	500	Magistrates - Pamplico	156,131	147,890	152,403	155,950	155,957
411	407	600	Magistrates - Lake City	230,973	439,724	462,951	501,194	463,957
411	407	700	Magistrates - LEC	8,118	7,420	8,175	10,219	10,019
411	407	800	Magistrates	1,913	2,217	2,475	2,740	2,740
411	407	900	Magistrates - Judge Mourounas	2,408	2,626	2,675	2,940	2,940
411	407		Magistrate Totals	2,196,614	2,257,404	2,349,501	2,434,782	2,360,597
411	409	000	Legal Services	88,752	81,519	79,000	79,000	79,000
411	410	100	Voter Registration	514,454	459,800	519,393	617,898	515,679
411	410	200	Elections	142,951	147,935	143,000	143,000	143,000
411	410		Voter Reg. & Elections Totals	657,405	607,735	662,393	760,898	658,679
411	411	000	Finance	712,466	690,853	716,190	742,318	717,369
411	411	900	Audit	50,555	58,917	65,000	65,000	65,000
411	411		Finance Totals	763,021	749,770	781,190	807,318	782,369
411	412	000	Human Resources	254,520	249,586	304,934	348,724	305,929
411	412	900	Personnel Non-Departmental	86,938	96,750	95,100	95,100	95,100
411	412		Human Resources Totals	341,458	346,336	400,034	443,824	401,029
411	413	100	Procurement Department	165,413	175,049	225,698	219,499	220,251
411	413	200	Central Maintenance	765,850	740,397	657,246	685,321	663,541
411	413		Procurement Totals	931,263	915,446	882,944	904,820	883,792
411	414	200	GIS	388,937	387,788	447,479	450,867	390,330
411	414	900	General Phone System	8,735	8,849	8,500	8,500	8,500
411	414		Administrative Services Totals	397,672	396,637	455,979	459,367	398,830
411	415	100	Treasurer	830,366	835,736	879,175	837,725	840,125
411	415	200	Treasurer - Delinquent Tax	384,498	386,245	401,092	416,964	417,566
411	415		Treasurer Totals	1,214,864	1,221,981	1,280,267	1,254,689	1,257,791
411	416	000	Auditor	453,989	467,079	516,286	612,969	526,287
411	417	000	Tax Assessor	1,288,549	1,314,859	1,352,121	1,346,428	1,351,063
411	417	100	Tax Assessor Reassessment	-	-	-	-	-
411	417		Tax Assessor Totals	1,288,549	1,314,859	1,352,121	1,346,428	1,351,063
411	418	100	Planning and Engineering	990,188	881,257	1,158,927	1,175,779	

**FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2016-2017**

SUMMARY OF GENERAL FUND APPROPRIATIONS

Funct.	Dept	Division		13/14 Actual	14/15 Actual	15/16 Budget	16/17 Requested	16/17 Budget
411	418	200	Building	750,714	800,941	926,332	986,060	938,514
411	418		Planning & Building Totals	1,740,902	1,682,198	2,085,259	2,161,839	2,090,371
411	419	000	County Complex	1,420,675	1,459,342	1,380,752	1,383,305	1,309,051
411	420	000	Facilities Management	767,989	748,555	792,257	977,534	706,318
411	427	000	Information Technology	2,361,948	1,958,473	2,158,762	2,559,623	2,235,606
411	446	000	Veterans Affairs	151,385	155,371	158,311	226,988	220,165
411	480	210	Senior Citizens Center	144,662	138,796	176,321	180,304	168,695
411	480	220	Lake City Senior Center	150,182	150,183	150,187	165,500	150,500
411	480		Senior Center Totals	294,844	288,979	326,508	345,804	319,195
411	482	000	Energy Savings Lease	-	-	-	583,666	583,666
411	483	000	IBM/IT Lease	-	-	-	350,165	350,165
411	485	130	Pee Dee CAA	9,120	9,120	9,120	9,120	9,120
411	485	290	Senior Citizens Association	9,120	9,120	63,120	63,120	63,120
411	485	410	Florence Regional Airport	82,131	82,131	82,131	82,131	82,131
411	485	420	PDRTA	13,680	13,680	13,680	37,006	13,680
411	485	510	Soil & Water Conservation	3,482	3,482	3,482	3,482	3,482
411	485	520	County Agent	4,560	4,560	4,560	4,560	4,560
411	485	610	Stadium Commission	4,652	4,652	5,200	5,200	5,200
411	485	850	Humane Society	4,560	4,560	4,560	4,560	4,560
411	485	910	Pee Dee Council of Governments	82,131	82,131	82,131	102,664	102,664
411	485	990	Legislative Delegation	4,560	4,560	4,560	4,560	4,560
411	485		Direct Assistance Totals	217,996	217,996	272,544	316,403	293,160
411	488	000	Contingency	30,967	187,371	256,387	241,261	139,900
411	489	200	Employee Blanket Bond	1,172	-	801	801	801
411	489	300	Employee Non-Departmental	822,503	663,262	525,614	525,771	525,771
411	489		General Government Other Totals	823,675	663,262	526,415	526,572	526,572
421	421	110	Sheriff's Department	8,871,024	9,573,085	9,436,521	9,789,923	9,551,180
421	421	154	Advocate and Services Registry	60,990	66,233	56,889	56,808	57,026
421	421	190	Sheriff's Special Projects	32,000	-	32,000	32,000	32,000
421	421	200	County Jail	6,440,123	6,876,902	7,164,062	7,397,213	7,040,625
421	421		Law Enforcement Total	15,404,137	16,516,220	16,689,472	17,275,944	16,680,831
421	422	100	Emergency Preparedness	286,295	297,158	319,325	425,173	320,237
421	422	200	Central Dispatch	1,828,792	1,886,754	1,916,127	2,252,110	1,964,810
421	422		Emergency Management Total	2,115,087	2,183,912	2,235,452	2,677,283	2,285,047
421	426		County Radio System	278,625	228,436	278,679	598,632	556,212
421	428		County Fire	96,115	-	-	-	-
421	481	950	Rural Fire Departments	12,800	-	-	-	-
451	423	000	Emergency Medical Services	5,152,381	5,485,380	5,726,107	6,438,751	5,744,877
451	424	100	Timmonsville Rescue	173,699	164,064	174,711	196,191	175,000
451	424	300	Olanda Rescue	35,174	-	-	-	-
451	424	400	Hannah Salem Friendfield Rescue	128,665	-	-	-	-
451	424	500	Johnsonville Rescue	277,865	148,655	148,655	259,611	148,655
451	424	600	Pamplico Rescue	35,749	33,174	35,845	69,395	38,345
451	424	700	Windy Hill Rescue	8,208	-	-	-	-
451	424	800	Johnsonville Rural Fire	19,275	-	-	-	-
451	424	991	Lake City Rural Fire	4,752	-	-	-	-
451	424	992	Coward Rural Fire	1,927	-	-	-	-
451	424	993	Scranton Rural Fire	-	-	-	-	-

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2016-2017

SUMMARY OF GENERAL FUND APPROPRIATIONS

Funct.	Dept	Division		13/14 Actual	14/15 Actual	15/16 Budget	16/17 Requested	16/17 Budget
451	424	994	Howe Springs Rural Fire	1,927	-	-	-	-
451	424	995	West Florence Rural Fire	11,294	-	-	-	-
451	424		Rescue Squads Total	698,535	345,893	359,211	525,197	362,000
451	425		Coroner	281,281	340,881	331,146	402,825	324,645
451	429		On-Site Clinic	-	87,249	146,820	165,416	165,416
451	441	000	Health Department	52,979	80,845	80,934	80,934	76,852
451	442	000	Environmental Services	774,827	683,743	751,011	914,947	825,156
451	485	310	DSN Board	4,515	4,515	4,515	25,000	4,515
451	485	320	Mental Health Association	2,736	2,736	2,736	43,736	2,736
451	485	330	Pee Dee Mental Health	4,515	4,515	4,515	4,515	4,515
451	485	720	Pee Dee Speech & Hearing	2,736	2,736	2,736	3,000	2,736
451	485		Health Totals	14,502	14,502	14,502	76,251	14,502
461	485	110	MIAP	408,821	496,813	446,489	451,798	354,194
461	485	120	DSS	14,790	24,247	41,500	41,500	41,500
461	485	810	Pee Dee Coalition	9,120	14,120	14,120	14,120	14,120
461	485		Welfare Totals	432,731	535,180	502,109	507,418	409,814
471	451	100	Recreation	982,557	1,026,424	1,068,575	1,100,998	1,069,887
471	451	200	Lynches River Park	426,278	434,966	434,062	434,558	434,769
471	451	400	Tourism	35,178	35,547	324,008	324,008	324,008
471	451	500	Summer Camps	-	-	5,635	5,635	5,635
471	451		Recreation Totals	1,444,013	1,496,937	1,832,280	1,865,199	1,834,299
455	000		County Library	3,635,114	3,716,326	3,740,486	3,786,950	3,672,663
481	485	710	Literacy Council	4,515	4,515	4,515	4,515	4,515
			Total	<u>\$ 51,444,268</u>	<u>\$ 52,442,852</u>	<u>\$ 54,753,707</u>	<u>\$ 59,426,319</u>	<u>\$ 55,757,358</u>

Florence County

Fund 10

Function 411 Department 414 Division 200 Administrative Services - GIS

Division Expenses		13/14	14/15	15/16	16/17	16/17
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	244,568	217,796	247,797	247,557	203,172
101	FICA CONTRIBUTION	17,989	15,996	18,956	18,938	15,543
102	INSURANCE-HEALTH & LIFE	29,637	26,752	28,172	33,844	28,417
103	STATE RETIREMENT CONTRIBUTION	25,812	23,644	26,962	26,936	23,106
112	WORKMENS COMPENSATION BENEFIT	256	260	192	192	192
		<u>318,262</u>	<u>284,448</u>	<u>322,079</u>	<u>327,467</u>	<u>270,430</u>
Operational Expenses						
1100	SUPPLIES AND PRINTING	1,121	1,719	2,000	2,000	2,000
1200	CONSULTING, TECH. FEES	1,200	33,731	44,000	45,000	45,000
1300	DUES, SUBSCRIPTIONS	1,699	1,224	1,700	1,700	1,700
1500	INSURANCE- VEHICLES	607	607	650	650	650
1501	INSURANCE-TORT/PROFESS. LIABILITY	602	602	650	650	650
1508	INSURANCE- INLAND MARINE	126	126	175	175	175
3000	FUEL / GASOLINE AND DIESEL	838	347	1,000	1,000	1,000
5000	POSTAGE	61	-	100	100	100
5100	TRAVEL & SUBSISTENCE	2,024	1,310	1,000	1,000	1,000
5199	APPROVED TRAVEL- RESERVED	-	(12)	-	-	-
5200	TRAINING TO EMPLOYEES	2,232	1,282	5,000	4,000	4,000
6200	TELEPHONE	1,270	1,368	2,000	2,000	2,000
6481	VEH EQPT MAINT CONTR-MLS	47	16	125	125	125
8400	EQUIP- LESS THAN \$1,000 (NON-CAP)	2,096	657	2,000	2,000	2,000
8412	PC SOFTWARE AND MAINTENANCE	45,655	54,151	60,000	60,000	56,500
		<u>59,578</u>	<u>97,128</u>	<u>120,400</u>	<u>120,400</u>	<u>116,900</u>
Capital Outlay						
9500	COMPUTER EQUIPMENT	11,097	6,212	5,000	3,000	3,000
		<u>11,097</u>	<u>6,212</u>	<u>5,000</u>	<u>3,000</u>	<u>3,000</u>
Total		<u>388,937</u>	<u>387,788</u>	<u>447,479</u>	<u>450,867</u>	<u>390,330</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 GIS MANAGER	30	SALARIED	N/A
1 GIS DATABASE MANAGER	25	SALARIED	N/A
1 GIS TECHNICIAN	16	HOURLY	1950
1 GIS ANALYST	19	HOURLY	1950

4 TOTAL

Capital

MISCELLANEOUS COMPUTER EQUIPMENT 3,000

Total 3,000

Florence County
Fund 10

Function 411 Department 427 Division 000 Information Technology

Division Expenses		13/14	14/15	15/16	16/17	16/17
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	471,267	627,487	673,967	716,794	724,162
101	FICA CONTRIBUTION	36,943	40,994	52,323	55,600	56,164
102	INSURANCE-HEALTH & LIFE	75,095	83,006	86,220	94,424	94,424
103	STATE RETIREMENT CONTRIBUTION	54,514	61,510	74,221	78,900	83,357
112	WORKMENS COMPENSATION BENEFIT	1,200	1,224	1,528	1,528	1,528
115	WAGES O/T	44,824	25,056	10,000	10,000	10,000
200	PART-TIME	13,000	38,598	10,000	25,000	25,000
		<u>696,843</u>	<u>877,875</u>	<u>908,259</u>	<u>982,246</u>	<u>994,635</u>
Operational Expenses						
1100	SPLYS & PRTG	2,363	3,217	4,000	4,000	4,000
1200	CONSULTING, TECH. FEES	119,224	142,731	130,000	280,000	175,000
1303	LICENSE FEES / INTERNET ACCESS	182,675	194,258	185,000	240,000	210,000
1400	SURETY BONDS	70	140	80	140	140
1500	INSURANCE - VEHICLES	1,244	1,244	1,245	1,245	1,245
1501	INSURANCE - TORT PROFESS. LIAB	694	1,250	694	1,273	1,273
1504	INSURANCE-COMPUTER EQUIPMENT	10,412	10,531	10,500	18,445	18,445
1505	INSURANCE-BLDGS & PROPERTY	564	576	600	600	600
3000	FUEL/GASOLINE & DIESEL	1,158	2,810	1,500	1,500	1,500
4700	SPECIALIZED DEPT. SUPPLIES	1,657	228	3,000	3,000	3,000
4900	MAINT/REPAIRS(NOT UNDER CONTRACT)	5,769	334	2,000	2,000	1,000
5000	POSTAGE	57	1,687	250	250	250
5100	TRAVEL AND SUBSISTENCE	3,593	1,251	5,000	5,000	5,000
5200	TRAINING TO EMPLOYEES	13,976	3,901	10,000	10,000	10,000
6100	ELECTRICITY & GAS	-	4,249	-	8,790	8,790
6171	NATURAL GAS- GENERATOR	359	-	-	-	-
6200	TELEPHONE	17,878	21,973	12,000	12,000	12,000
6400	MAINT & SVC CNTRCTS	367,612	349,960	478,720	478,720	378,720
6461	MAINT & SVC CNTRCTS PC DI	-	-	-	1,000	1,000
6481	VEH EQPT MAINT CONTR-MLS	459	152	314	314	314
6800	BOOKS AND PUBLICATIONS	72	98	100	100	100
8400	EQUIPMENT LESS THAN \$1,000	-	205	500	500	500
		<u>729,836</u>	<u>740,795</u>	<u>845,503</u>	<u>1,068,877</u>	<u>832,877</u>
Capital Outlay						
9300	OFFICE FURNITURE & EQUIPMENT	4,875	-	-	5,000	-
9500	COMPUTER EQUIPMENT	801,311	179,106	148,000	234,000	156,094
9512	COMPUTER SOFTWARE	129,083	160,697	257,000	269,500	252,000
		<u>935,269</u>	<u>339,803</u>	<u>405,000</u>	<u>508,500</u>	<u>408,094</u>
Total		<u><u>2,361,948</u></u>	<u><u>1,958,473</u></u>	<u><u>2,158,762</u></u>	<u><u>2,559,623</u></u>	<u><u>2,235,606</u></u>

Florence County
Fund 10

Personnel	Grade	Salaried/Hourly	Hours/Year
1 CHIEF INFORMATION OFFICER	UN	SALARIED	N/A
1 IT DIRECTOR	33	SALARIED	N/A
1 NETWORK/SECURITY ENGINEER	23	SALARIED	N/A
1 WEBSITE DEVELOPER	22	HOURLY	1950
1 OPERATIONS MANAGER	23	HOURLY	1950
1 COMPUTER TECHNICIAN	19	HOURLY	1950
1 NETWORK TECHNICIAN	21	HOURLY	1950
1 DATABASE ADMINISTRATOR	22	HOURLY	1950
1 SYSTEMS TECHNICIAN	23	HOURLY	1950
1 ADMINISTRATIVE ASSISTANT	12	HOURLY	1950
1 ISERIES PROGRAMMER	UN	SALARIED	N/A
1 GIS/IT TECHNICIAN	23	HOURLY	1950

12 TOTAL

Personnel changes included in budget:

WITHIN GRADE INCREASE NETWORK TECHNICIAN
WITHIN GRADE INCREASE ADMINISTRATIVE ASSISTANT

Capital

PC REPLACEMENT (50)	58,094
EQUIPMENT - UPS/MONITORS/BACKUP TAPES	10,000
WORKBENCHS	4,000
REPLACEMENT OF CMS EQUIPMENT	44,000
CISCO PHONE REPLACEMENT (100)	40,000
MICROSOFT 2013 LICENSES	72,000
MICROSOFT WINDOWS SERVER LICENSES	20,000
EXCHANGE 2013 CALS LICENSES	43,000
EXCHANGE 2013 SERVER LICENSES	12,500
UPGRADE VMWARE TO VMWARE ENTERPRISE	65,000
UPGRADE VMWARE TO VMWARE VCLLOUD	39,500

Total	408,094
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FLORENCE COUNTY
Fund 10

Function 471 Department 455 County Library

Department Expenses		13/14	14/15	15/16	16/17	16/17
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	1,835,004	1,890,000	1,967,369	1,966,804	1,968,319
101	FICA CONTRIBUTION	133,707	138,430	150,504	150,461	150,576
102	INSURANCE-HEALTH & LIFE	348,794	353,783	327,509	318,168	318,168
103	STATE RETIREMENT CONTRIBUTION	188,119	197,735	209,720	207,580	217,267
112	WORKERS COMPENSATION	2,068	2,147	1,551	1,551	1,551
113	UNEMPLOYMENT INSURANCE BENEFIT	409	-	-	-	-
115	OVERTIME WAGES	1,528	1,899	1,500	2,500	2,500
200	P-TIME / ALL OTHER	66,168	65,350	62,400	62,000	60,197
		<u>2,575,797</u>	<u>2,649,344</u>	<u>2,720,553</u>	<u>2,709,064</u>	<u>2,718,578</u>
Operational Expenses						
1100	SPLYS & PRTG	43,941	45,910	48,668	54,000	54,000
1106	LIBRARY INTERNET SUPPLIES	3,012	4,428	5,000	4,000	4,000
1107	BOS LEASE SUPPLIES	6,843	6,425	7,000	7,000	7,000
1200	CONSULTING & TECH FEES	1,665	850	5,000	5,000	5,000
1300	DUES, SUBSCRIPTIONS	2,433	12,470	13,500	11,500	11,500
1500	INSURANCE - VEHICLES	2,463	2,463	2,500	2,500	2,500
1501	INSURANCE - TORT	6,806	6,806	7,000	7,000	7,000
1504	INSURANCE-COMPUTER EQUIPMENT	2,170	2,170	2,500	2,500	2,500
1505	INSURANCE - BUILDINGS	28,017	26,699	29,000	29,000	29,000
1508	INSURANCE - INLAND MARINE	848	854	860	860	860
2000	UNIFORMS & CLOTHES	305	398	521	521	521
3000	FUEL / GASOLINE AND DIESEL	7,842	6,062	6,500	5,500	5,500
3100	RENTS AND LEASES / EQUIPMENT	15,621	3,880	15,000	8,600	8,600
4300	ELECTRICAL SUPPLIES	6,072	7,131	7,000	7,000	7,000
4700	SPECIALIZED DEPT SUPPLIES	-	-	-	477	477
4800	TITLES, TAGS, VEHICLES	-	17	17	17	17
4900	MAINT/REPAIRS (NON CONTRACT)	25,926	6,156	14,000	17,500	17,500
5000	POSTAGE	21,738	24,869	21,500	20,000	20,000
5100	TRAVEL & SUBSISTENCE	6,121	2,385	7,000	6,000	6,000
5199	APPROVED TRAVEL- RESERVED	-	(9)	-	-	-
5200	TRAINING TO EMPLOYEES	3,644	630	3,500	2,500	2,500
6100	ELECTRICITY & GAS	253,667	269,064	230,000	220,000	142,699
6200	TELEPHONE	11,569	18,815	14,235	16,431	16,431
6300	WATER	30,966	31,377	28,070	28,070	28,070
6400	MAINT & SVC CNTRCTS	354,247	376,818	354,683	400,000	376,000
6481	VEH EQPT MAINT CONTR-MLS	887	3,079	3,000	3,000	3,000
6600	CLEANING & SANITATION	7,702	6,995	7,000	7,000	7,000
6800	BOOKS & PUBLICATIONS	114,556	135,680	111,386	108,532	108,532
6805	DATABASE SUBSCRIPTIONS	5,525	5,680	8,266	10,000	10,000
6810	BOOKS & PUBLICATIONS STANDING ORD	6,984	6,111	8,926	8,926	8,926
6811	BOOKS & PUBLICATIONS - LEASED	14,574	14,574	11,720	14,574	14,574
6820	BOOKS ON TAPE OR CD	6,484	6,493	7,878	7,878	7,878
6900	ADVERTISING AND PROMOTION	203	-	203	2,000	2,000
8400	EQUIPMENT LESS THAN \$1,000	-	-	1,000	1,000	1,000
		<u>992,831</u>	<u>1,035,280</u>	<u>982,433</u>	<u>1,018,886</u>	<u>917,585</u>

FLORENCE COUNTY
Fund 10

Capital Outlay

9300 OFFICE FURNITURE & EQUIPMENT	520	-	2,500	25,000	2,500
9500 COMPUTER EQUIPMENT	65,966	31,702	35,000	34,000	34,000
	<u>66,486</u>	<u>31,702</u>	<u>37,500</u>	<u>59,000</u>	<u>36,500</u>
Total	<u>3,635,114</u>	<u>3,716,326</u>	<u>3,740,486</u>	<u>3,786,950</u>	<u>3,672,663</u>

Personnel	Grade	Salaried/Hourly	Hours/Week
1 LIBRARY DIRECTOR	38	SALARIED	N/A
10 LIBRARIAN II	20	SALARIED	N/A
5 LIBRARIAN I	17	SALARIED	N/A
1 LIBRARY SYSTEMS ADMINISTRATOR	20	SALARIED	N/A
15 LIBRARY ASSOCIATE	12	HOURLY	1950
1 ADMINISTRATIVE ASSISTANT	12	HOURLY	1950
1 COMPUTER SERVICES COORDINATOR	14	HOURLY	1950
5 LIBRARY ASSISTANT	7	HOURLY	1950
1 BOOKMOBILE LIBRARIAN	12	HOURLY	1950
1 CUSTODIAN I	5	HOURLY	1950
2 LIBRARIAN III	23	SALARIED	N/A
1 CHIEF OF HEADQUARTERS LIBRARY	25	SALARIED	N/A
1 MAIL CLERK	8	HOURLY	1950
1 BUILDING SUPERINTENDENT	14	HOURLY	2080
5 BRANCH LIBRARY ASSOCIATE	8	HOURLY	1950
4 BRANCH LIBRARY ASSOCIATE	8	HOURLY	1560
1 SECRETARY I	9	HOURLY	1560
11 LIBRARY ASSISTANT	7	HOURLY	1040
1 BRANCH LIBRARY ASSOCIATE	8	HOURLY	520
1 LIBRARIAN/BRANCH MANAGER	20	SALARIED	N/A
1 BRANCH LIBRARY ASSOCIATE	8	HOURLY	936
1 LIBRARY ASSISTANT	7	HOURLY	1560
2 LIBRARY PAGE/PRN	N/A	HOURLY	N/A

73 TOTAL

Personnel changes included in budget:

WITHIN GRADE INCREASE BUILDING SUPERINTENDENT

Capital	Budget
MISC OFFICE FURNITURE AND EQUIPMENT	<u>2,500</u>
MISC COMPUTER EQUIPMENT	<u>34,000</u>
Total	<u>36,500</u>

**FLORENCE COUNTY
SUMMARY OF APPROPRIATIONS
ALL FUNDS OTHER THAN THE GENERAL FUND**

Fund	Dept.	Div.		13/14 Actual	14/15 Actual	15/16 Budget	16/17 Requested	16/17 Budget
37	428	120	United Fire Protection - Windy Hill	-	1,010,300	1,011,256	1,088,400	1,011,256
		130	United Fire Protection - Howe Springs	-	986,852	1,042,988	1,042,988	1,042,988
		200	United Fire Protection - Hannah/Salem	-	375,781	381,370	509,258	381,370
		330	United Fire Protection - Olanla	-	319,254	319,915	425,835	319,915
		400	United Fire Protection - Sardis Timmons ville	-	387,967	387,995	423,200	387,995
		500	United Fire Protection - Johnsonville	-	499,545	499,563	557,320	499,563
		900	United Fire Protection - Administrative	-	115,471	119,057	119,258	119,466
			Total of Fund 37:	-	3,695,170	3,762,144	4,166,259	3,762,553
45			Debt Service Fund	3,932,228	5,968,716	4,134,122	6,073,618	6,073,618
			Total of Fund 45:	3,932,228	5,968,716	4,134,122	6,073,618	6,073,618
49			Fire and First Responder Debt Service Fund	-	-	890,000	762,282	762,282
			Total of Fund 49:	-	-	890,000	762,282	762,282
111			Economic Development Capital Project Fund	-	-	1,810,000	2,455,000	2,455,000
			Total of Fund 111:	-	-	1,810,000	2,455,000	2,455,000
112	465	100	Public Funds	346,055	431,800	451,901	459,657	461,179
			Total of Fund 112:	346,055	431,800	451,901	459,657	461,179
121			State Accommodations (2%) Tax - 65% Fund	200,000	225,000	225,000	225,000	225,000
			Total of Fund 121:	200,000	225,000	225,000	225,000	225,000
122			State Accommodations (2%) Tax - 30% Fund	90,530	100,000	100,000	100,000	100,000
			Total of Fund 122:	90,530	100,000	100,000	100,000	100,000
23	413	300	Interstate and Highway Lighting	90,272	96,238	95,000	100,000	100,000
	451	100	Johnsonville Recreation	-	-	200,000	200,000	200,000
	451	300	City of Florence- Freedom Florence	35,000	45,000	45,000	45,000	45,000
	452		Florence City-County Civic Center	2,280,399	2,378,326	2,482,804	2,533,143	2,533,143
			Total of Fund 123:	2,405,671	2,519,564	2,822,804	2,878,143	2,878,143
124	411		Administrative Costs	41,910	41,256	42,595	42,498	42,645
	471	451	Lake City Lake Project	-	-	350,000	-	-
	486	640	Museum - Florence	596,241	955,593	921,821	960,280	970,245
	486	650	Museum - Lake City	194,000	194,000	194,000	194,000	194,000
	501	501	Local Hospitality Tax Revenue Bond- Debt Service	-	-	350,700	218,398	218,398
			Total of Fund 124:	832,151	1,190,849	1,859,116	1,415,176	1,425,288
131	433		Council District Utility Allocation Fund	304,655	653,946	567,750	566,000	566,000
			Total of Fund 131:	304,655	653,946	567,750	566,000	566,000
132	438		Council District Infrastructure Allocation Fund	544,387	501,274	713,000	1,134,000	1,134,000
			Total of Fund 132:	544,387	501,274	713,000	1,134,000	1,134,000
133	439		Council Rocking and Paving Fund	572,410	260,046	1,794,000	1,999,000	1,999,000
			Total of Fund 133:	572,410	260,046	1,794,000	1,999,000	1,999,000
145	421	100	Explorer Camp	7,729	7,191	7,900	8,000	8,000
	421	200	BLAST Camp	3,272	2,625	8,677	6,845	6,845
	421	300	Camp Pee Dee Pride	24,000	24,000	24,000	24,000	24,000
			Total of Fund 145:	35,001	33,816	40,577	38,845	38,845
146	421		Sex Offender Registry	5,996	15,146	13,230	11,023	11,023
			Total of Fund 146:	5,996	15,146	13,230	11,023	11,023
51	408		Law Library	56,525	58,076	57,605	69,935	34,681
			Total of Fund 151:	56,525	58,076	57,605	69,935	34,681

FLORENCE COUNTY
SUMMARY OF APPROPRIATIONS
ALL FUNDS OTHER THAN THE GENERAL FUND

Fund	Dept.	Div.		13/14 Actual	14/15 Actual	15/16 Budget	16/17 Requested	16/17 Budget
153	431		Public Works					
			Total of Fund 153:	<u>3,077,111</u>	<u>3,012,853</u>	<u>3,865,144</u>	<u>4,656,353</u>	<u>3,827,749</u>
				<u>3,233,049</u>	<u>3,012,853</u>	<u>3,865,144</u>	<u>4,656,353</u>	<u>3,827,749</u>
154	403	100	Clerk of Court - Victim/Witness Assistance	-	-	-	-	-
	404		Solicitor's Office - Victim/Witness Assist.	54,773	53,595	57,993	60,587	60,787
	407		Magistrates - Victim/Witness Assist.	7,405	6,240	9,000	13,000	9,000
	421		Sheriff's Department - Victim/Witness Assist	126,017	133,835	142,461	139,295	132,393
			Total of Fund 154:	<u>180,790</u>	<u>193,670</u>	<u>209,454</u>	<u>212,882</u>	<u>202,180</u>
155	404		Solicitor Check Law	111,293	95,926	185,228	176,035	176,644
			Total of Fund 155:	<u>111,293</u>	<u>95,926</u>	<u>185,228</u>	<u>176,035</u>	<u>176,644</u>
421	432	100	General O & M (Landfill & C&D Disposal)	194,567	277,545	366,428	360,318	324,567
	432	200	General O & M (Solid Waste Collection)	4,100,295	3,867,112	3,835,000	3,835,000	3,697,000
	432	300	Landfill // Closure & Post Closure	-	-	6,000	6,000	6,000
			Total of Fund 421:	<u>4,294,862</u>	<u>4,144,657</u>	<u>4,207,428</u>	<u>4,201,318</u>	<u>4,027,567</u>
431	418	300	E911 Addressing	95,948	90,221	103,029	100,515	100,838
	426	100	E911 System	291,174	361,912	1,858,226	1,377,067	2,470,072
			Total of Fund 431:	<u>387,122</u>	<u>452,133</u>	<u>1,961,255</u>	<u>1,477,582</u>	<u>2,570,910</u>
			TOTAL OF ALL OTHER FUNDS:	<u>17,458,459</u>	<u>23,552,642</u>	<u>29,669,758</u>	<u>33,078,108</u>	<u>32,731,662</u>

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2016/2017

LOCAL HOSPITALITY TAX (2%) FUND // FUND 124

SUMMARY OF REVENUES AND OTHER FUNDING SOURCES

REVENUES FROM LICENSES AND PERMITS

351-348-101-0000	2% Local Hospitality Taxes	\$ 1,543,500
	(Unincorporated area, plus 1% inside municipalities **)	<u>1,543,500</u>

REVENUE FROM OTHER GOVERNMENTS

341-338-401-0000	City of Florence	40,000
		<u>40,000</u>

OPERATING TRANSFERS

	Transfer to General Fund	(264,000)
		<u>(264,000)</u>

USE OF FUND BALANCE

	Use of fund balance	105,788
		<u>105,788</u>

TOTAL REVENUE AND OTHER SOURCES		<u>\$ 1,425,288</u>
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SUMMARY OF APPROPRIATIONS

411-411-000	Administrative costs	\$ 42,645
471-486-640	Museum - Florence	970,245
471-486-650	Museum - Lake City	194,000
501-501-000	Local Hospitality Tax Revenue Bond - Debt Service	<u>218,398</u>

TOTAL APPROPRIATIONS		<u>\$ 1,425,288</u>
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**The following municipal councils approved the 2nd 1% (total of 2%) by resolution, therefore the additional 1% inside municipalities is estimated to generate approximately \$216,700 in additional hospitality tax revenue, which would be returned to the respective municipality in which the tax was collected.

Those returns would vary based on actual collection, and are ESTIMATED at:

Coward	\$ 2,000
Johnsonville	40,000
Lake City	155,000
Olanta	1,200
Quinby	3,500
Scranton	15,000
Total	<u>\$ 216,700</u>

Florence County
Fund 124

Function 471 Department 486 Division 640 Museum - Florence

Department Expenses		13/14	14/15	15/16	16/17	16/17
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100 SALARIES & WAGES		212,293	259,336	308,254	314,826	322,626
101 FICA CONTRIBUTION		15,757	19,333	23,581	24,084	24,681
102 INSURANCE-HEALTH & LIFE		30,463	44,710	49,441	56,668	56,668
103 STATE RETIREMENT CONTRIBUTION		22,368	28,323	33,485	34,202	35,770
115 WAGES O/T		35	2,585	2,000	3,000	3,000
200 P-TIME/ ALL OTHER		-	-	-	8,500	8,500
		<u>280,916</u>	<u>354,287</u>	<u>416,761</u>	<u>441,280</u>	<u>451,245</u>
Operational Expenses						
1100 SUPPLIES & PRINTING		9,438	46,537	10,000	10,000	10,000
1106 LIBRARY INTERNET SUPPLIES		-	-	500	-	-
1107 BOS LEASE SUPPLIES		-	2,275	1,250	2,000	2,000
1300 DUES, SUBSCRIPTIONS		500	1,603	1,500	3,250	3,250
1500 INSURANCE- VEHICLES		552	1,173	1,200	800	800
1501 INSURANCE-TORT/PROFESS LIABILITY		648	5,307	5,400	5,400	5,400
1504 INSURANCE- DATA PROCESSING		182	-	550	550	550
1505 INSURANCE-BUILDINGS & PROPERTIES		2,263	6,727	6,800	6,750	6,750
1508 INSURANCE- INLAND MARINE		5,490	11,784	12,000	11,500	11,500
2000 UNIFORMS & CLOTHES		-	-	250	500	500
3000 FUEL/ GASOLINE AND DIESEL		-	162	1,000	250	250
3100 RENTS AND LEASES/ EQUIPMENT		-	1,506	2,000	1,000	1,000
3400 RENTS AND LEASES/ OFFICE SPACE		40,000	80,000	80,000	88,000	88,000
4300 ELECTRICAL SUPPLIES & REPAIRS		-	693	3,000	20,000	20,000
4500 REPAIRS TO BLDGS		-	-	1,000	5,000	5,000
4700 SPECIALIZED DEPT. SUPPLIES		-	665	-	1,000	1,000
4900 MAINT/REPAIRS (NOT UNDER CONTRACT)		-	24,256	15,000	12,500	12,500
5000 POSTAGE		-	2,500	5,000	2,000	2,000
5100 TRAVEL & SUBSISTENCE		-	2,668	3,000	5,000	5,000
5200 TRAINING TO EMPLOYEES		-	489	1,000	500	500
6100 ELECTRICITY & GAS		40,181	78,418	70,000	65,000	65,000
6200 TELEPHONE		-	443	10,000	2,500	2,500
6300 WATER		5,120	6,022	5,500	5,000	5,000
6400 MAINT & SVC CONTRACTS		1,377	29,794	73,610	78,500	78,500
6481 VEH EQPT MAINT CONTR-MLS		-	1,518	-	500	500
6600 CLEANING & SANITATION		-	5,731	10,000	4,000	4,000
8900 RESERVED		194,950	101,203	5,000	5,000	5,000
		<u>300,701</u>	<u>411,474</u>	<u>324,560</u>	<u>336,500</u>	<u>336,500</u>
Capital Outlay						
9200 EQUIPMENT		-	-	4,305	2,000	2,000
9300 OFFICE FURNITURE & EQUIPMENT		10,519	11,897	1,500	1,500	1,500
9350 ART COLLECTION		-	174,000	174,000	174,000	174,000
9500 COMPUTER EQUIPMENT		4,105	3,935	5,000	5,000	5,000
		<u>14,624</u>	<u>189,832</u>	<u>184,805</u>	<u>182,500</u>	<u>182,500</u>
Total		<u>596,241</u>	<u>955,593</u>	<u>926,126</u>	<u>960,280</u>	<u>970,245</u>

Florence County
Fund 124

Personnel	<u>Grade</u>	<u>Salaried/Hourly</u>	<u>Hours/Year</u>
1 EXECUTIVE DIRECTOR	28	SALARIED	N/A
1 CURATOR OF INTERPRETATION	17	SALARIED	N/A
1 CURATOR OF EDUCATION	14	SALARIED	N/A
1 GRAPHICS AND COMMUNICATION COORDINATOR	13	HOURLY	1950
1 REGISTRAR	13	HOURLY	1950
1 SECURITY MANAGER	13	HOURLY	1950
1 SECRETARY II	10	HOURLY	1950
3 CLERK I	06	HOURLY	1560

10 TOTAL

Personnel changes included in budget:

SECRETARY II (PRN) (GRADE 10)

RECLASS GRAPHICS AND COMMUNICATION COORDINATOR (GRADE 13) TO GRADE 14

Capital

MISC EQUIPMENT	2,000
MISC FURNITURE	1,500
ANNUAL PAYMENT FOR COLLECTION (1)	174,000
MISC COMPUTER EQUIPMENT	<u>5,000</u>

Total	<u><u>182,500</u></u>
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(1) EXPENDITURE OF THESE FUNDS REQUIRES CONTRACT APPROVAL BY COUNCIL



FLORENCE COUNTY GIS

518 South Irby Street

Florence, SC 29501

TO: Kevin Yokim, Finance Director
FROM: Crystine Hoge, GIS Manager *CH*
DATE: June 1, 2016
SUBJECT: Fiscal Year 2016/2017 GIS Budget Revision

In order to better utilize and promote the knowledge and skills of the GIS/IT Technician position for countywide benefit, the GIS and IT Departments are in agreement to move the position from the GIS Department (010-414-200 position 005) into the IT Department. Salary and benefits will need to be moved.

- Job Description and Title changed – see attached
- No change in pay or benefits
- Human Resources has reviewed and approved

If you have any questions or need additional information, please contact me.

Attachment: Network Server/IT Technician Job Description

R-471

FLORENCE COUNTY, SOUTH CAROLINA
JOB DESCRIPTION JULY 2016

JOB TITLE: NETWORK SERVER/IT TECHNICIAN
INFORMATION TECHNOLOGY DEPARTMENT

GENERAL STATEMENT OF JOB

Under minimum supervision, must be capable of assisting in the maintenance and support of all Information Technology Department (IT) server and database technologies (i.e. SQL, MS Applications such as outlook, server 2008 through current versions, VM technologies, EMC, Cisco UCS, VDI, etc.) as well as network, website (JAVA, ASP.net programming) and other current IT technologies used. Must be able to assist with providing technical support and training to end users across all County customers with a specific focus on the Planning and Building Department. Reports to the Chief Information Officer.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

In conjunction with other IT team members; administers Windows Server (2003 through latest versions) and other operating systems software in support of IT with a specific focus on GIS and the Planning and Building Department.

In conjunction with other IT team members and GIS team members; supports and administers administrative level internal web for Pictometry as well as the management of those systems.

In conjunction with other IT team members; performs software support for all Planning and Building Department and GIS applications (i.e. project tracker), desktops, and other devices.

In conjunction with other IT team members; creates, supports, and maintains custom programs for web, mobile, and desktop applications for GIS and Planning and Building Department needs utilizing current standards and best practices.

In conjunction with other IT team members; supports and manages Planning ERP (Energov) software and database.

In conjunction with other IT team members; develops automation routines for improved services for departments and the citizens of Florence County.

In conjunction with other IT team members; assists as second level with computer troubleshooting.

In conjunction with other IT team members; assists with desktop and laptop software installation and support at the second level.

ADDITIONAL JOB FUNCTIONS

Makes repairs to computer related equipment as necessary.

Performs all other related duties as assigned.

NETWORK SERVER/IT TECHNICIAN, INFORMATION TECHNOLOGY DEPARTMENT

MINIMUM TRAINING AND EXPERIENCE

Requires a Bachelor's degree in computer science or related field and three to five years progressive experience in Information Technology (IT) with GIS experience preferred, or equivalent combination of education, training and experience that provides the required knowledge, skills, and abilities. Requires thorough familiarity and demonstrated competence in MS operating systems, ArcGIS desktop products, demonstrated competence in IT support activities, experience in LAN/WAN support, basic understanding of firewalls, VPN, remote desktop and MS products, experience installing, maintaining and troubleshooting software and connectivity issues, and knowledge of network workstation requirements, Must have good communication skills and able to establish good working relationships with all customers. Experience with Linux, Linux scripting, Windows Power Shell scripting, Microsoft Terminal Services, data archiving, and Windows Server OS required. Must be able to pass a SLED background check and obtain National Crime Information Center Certification. Must possess a valid SC state driver's license.

Effective July 1, 2016

Kevin Yokim

From: Bill Griffenberg
ant: Tuesday, May 31, 2016 1:03 PM
To: Kevin Yokim
Subject: FW: Line item #'s for personnel increase in FY 16/17

This is where we would like to take funds to get Bruce and Betty their \$5000.00 each salary increase.

Bill

PS; Let me know if you need anything else.

Line item # 9512 – Lync server licenses \$5,000

Line item # 9300 – Carpet in office \$5,000

R-474¹

Florence County Library System

Doctors Bruce and Lee Foundation Headquarters Library
509 S. Dargan St. Florence, SC 29506 Phone: (843) 662-8424 FAX: (843) 661-7544
www.florenceclibrary.org

FLORENCE COUNTY
LIBRARY RESOURCES

June 1, 2016

TO: Kevin Yokim

THRU: Bonnita Andrews

FROM: Alan Smith

SUBJECT: Job Position Equity Adjustment Outside of Normal Budget Request

I am writing to request a pay increase for Stephen Head, Building Superintendent (slot 081, class code 5180, grade 14) by 5% within grade. This would be a one-time experience and equity adjustment. I believe this is a critical retention issue and will be to the long-term benefit of the library department.

We have had a number of building superintendents since our new facilities have been built, and Mr. Head has been by far the most reliable and hardest-working. By doing projects himself rather than contracting out, performing preventive maintenance, and closely supervising contractors and work crews, he singlehandedly saves the library and the county more money than any other employee – savings that far outweigh his salary. He is directly responsible for the maintenance of all 6 of our library facilities.

Based on the other applicants we interviewed when hiring Mr. Head, I am convinced that he is uniquely qualified to excel in this position. If we were to lose Mr. Head to a higher-paying position (as was the case with our previous 2 building superintendents) the library will be worse off.

We should be able to make this request budget-neutral through occasional vacancies in budget line 100 (Salaries and Wages) and by offsetting costs in other areas.

Thank you for your consideration of this request.



Alan Smith
Library Director

Johnsonville Branch
242 S. Georgetown Hwy.
Johnsonville, SC 29555
Phone: (843) 386-2052

Lake City Branch
221 E. Main Street
Lake City, SC 29560
Phone: (843) 394-8071

Olanta Branch
210 E. Hampton St.
Olanta, SC 29114
Phone: (843) 396-4287

Pamplico Branch
100 E. Main St.
Pamplico, SC 29583
Phone: (843) 493-5441

Timmons ville Branch
298 W. Smith St.
Timmons ville, SC 29161
Phone: (843) 346-2941

R-475

Department Name Museum Number 486 Date 6/2/16

RECLASSIFICATION AND NEW FULL TIME EMPLOYEE REQUEST

IMPORTANT: This budget form must be submitted to the Finance Director as part of your budget request. A copy of this form must also be submitted to the Human Resources Director.

<input checked="" type="checkbox"/>	New Position	Employee Name		
	Reclassification	Department	<u>Museum</u>	Slot <u>11</u>
Present Classification		Requested Classification		
Classification Code	<u>1022</u>	Classification Code		
Grade	<u>10</u> Title <u>Secretary II, PRN</u>	Grade		Title

NARRATIVE JUSTIFICATION

Since the opening of the Florence County Museum in October of 2014 there has been an interest in using the museum space for events by other organizations and individuals. Because of this increased demand, the current professional museum staff has had to oversee the contracted after hour events, creating overtime hours for regular day staff.

The Secretary II, PRN position is needed to help facilitate after hours events at the museum. This position would be responsible for making appropriate museum spaces accessible, serve as the primary museum contact during the event, ensure that all facility policies and procedures are followed, and serve as liaison between the museum and designated primary contact for the contracted event. This position would coordinate appropriate security during the contracted event and make certain that all regulations are followed according to the Florence County Museum Board Adopted Rental Policy. This position would report to the Secretary III.

The Secretary II, PRN
Grade 10
\$11.97 per hour

Funding for this position will come from Florence County Museum contracted rental fees.

R-476

**FLORENCE COUNTY MUSEUM
FLORENCE COUNTY, SOUTH CAROLINA
JOB DESCRIPTION, JUNE 2016**

JOB TITLE: SECRETARY II, PRN

GENERAL STATEMENT OF JOB

Under limited supervision, must be mentally and physically capable of performing a variety of complex administrative, secretarial and clerical duties to effectively coordinate and oversee contracted events at the Florence County Museum. Provides assistance to department management, co-workers, and the general public as required.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Provides assistance with contracted activities and events, planning, coordinating, setup and takedown.

Responsible for making appropriate museum space accessible for contracted events and responsible for securing appropriate museum spaces on a regular basis.

Serves as the primary contact during events and ensure that all facility policies and procedures are followed as well as all regulations outlined in the Florence County Museum Rental Agreement.

Assists supervisor with maintaining appropriate rental agreements and scheduling of events.

Serves as liaison between museum administration and security and serves as the primary contact for contracted events.

Performs computer data entry to record and retrieve information.

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

Anticipates and prepares materials needed for events, meetings, and correspondence, etc.

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

SECRETARY II, PRN

R-477

Receives, reviews, prepares and/or submits a variety of documents, which may include department records, inventory lists, logs, routine reports, billing invoices, spreadsheets, budget documents, expenditure reports, schedules, attendance records, memos, correspondence, etc.

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

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

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

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

ADDITIONAL JOB FUNCTIONS

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE


Requires a vocational/technical diploma in secretarial science or related field supplemented by one to two years of event administration, coordination, public communication or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities. Must be able to type 60-65 words per minute accurately.



FLORENCE COUNTY COUNCIL MEETING
Thursday, June 16, 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

June 16, 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 :

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

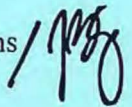
[An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.]

draft

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 16, 2016

AGENDA ITEM: Ordinance No. 26-2015/16
Second Reading Deferral

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Chandler Investments Properties, Inc. Located On W. Palmetto St., Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approx. 18.25 Acres From General Commercial District (B-3) To Planned Development District (PD); And Other Matters Related Thereto.]
(Planning Commission approved 6 to 3; Council District 4)

POINTS TO CONSIDER:

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

OPTIONS:

1. (***Recommended***) Defer Second Reading of Ordinance No. 26-2015/16.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 26-2015/16
2. Staff report for PC#2016-01
3. Location Map
4. Zoning Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: February 23, 2016	Council Clerk, certify that
Planning Commission Public Hearing	: February 23, 2016	this Ordinance was
Planning Commission Action	: February 23, 2016 [Approved 6-3]	advertised for Public
First Reading/Introduction	: March 17, 2016	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 26-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Chandler Investments Properties, Inc. Located On W. Palmetto St., Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approx. 18.25 Acres From General Commercial District (B-3) To Planned Development District (PD); 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 February 23, 2016.

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

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

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
FEBRUARY 23, 2016
PC#2016-01**

SUBJECT: Map Amendment request from General Commercial District (B-3) to Planned Development District (PD)

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

TAX MAP NUMBER: 00076, Block 01, Parcel 083

COUNCIL DISTRICT(S): 4; County Council

APPLICANT: Chandler Investment Properties, Inc.

LAND AREA: 18.25 Acres

WATER /SEWER AVAILABILITY: City of Florence

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

FLOOD ZONE: N/A

STAFF RECOMMENDATION:
Approve as submitted.

SUROUNDING LAND USE:

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

STAFF ANALYSIS:

History

The General Commercial District (B-3) was recently designated on this parcel. This zoning was finalized at the Florence County Council meeting in January, 2016. Before this zoning change, the parcel was previously zoned Rural Community District (RU-1) and General Commercial District (B-3). This zoning reflects the original zoning of the parcel with the Zoning Ordinance

and Maps from the early 1990's, prior to the consolidation of Municipal and County Planning Departments. The approximate acreage for B-3 was 4.67, the remaining zoned RU-1.

Existing and Proposed Zoning:

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

The General Commercial District (B-3) purpose is to provide for areas where large scale commercial and business development may take place. This district permits a wide range of business, commercial and residential uses.

The purpose of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals and general welfare of the community. As a building development, it is designed to group both varied and compatible land uses, such as housing, recreation and commercial uses, all within one contained development or subdivision.

Traffic Review:

Present access to the parcel is by way of West Palmetto Street. The map amendment for this parcel could have a minimal effect on traffic flow in the area.

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.

Special Purpose Districts:

Planned Development District (PD): the intent of the planned development district is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.

Within the PD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of

amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

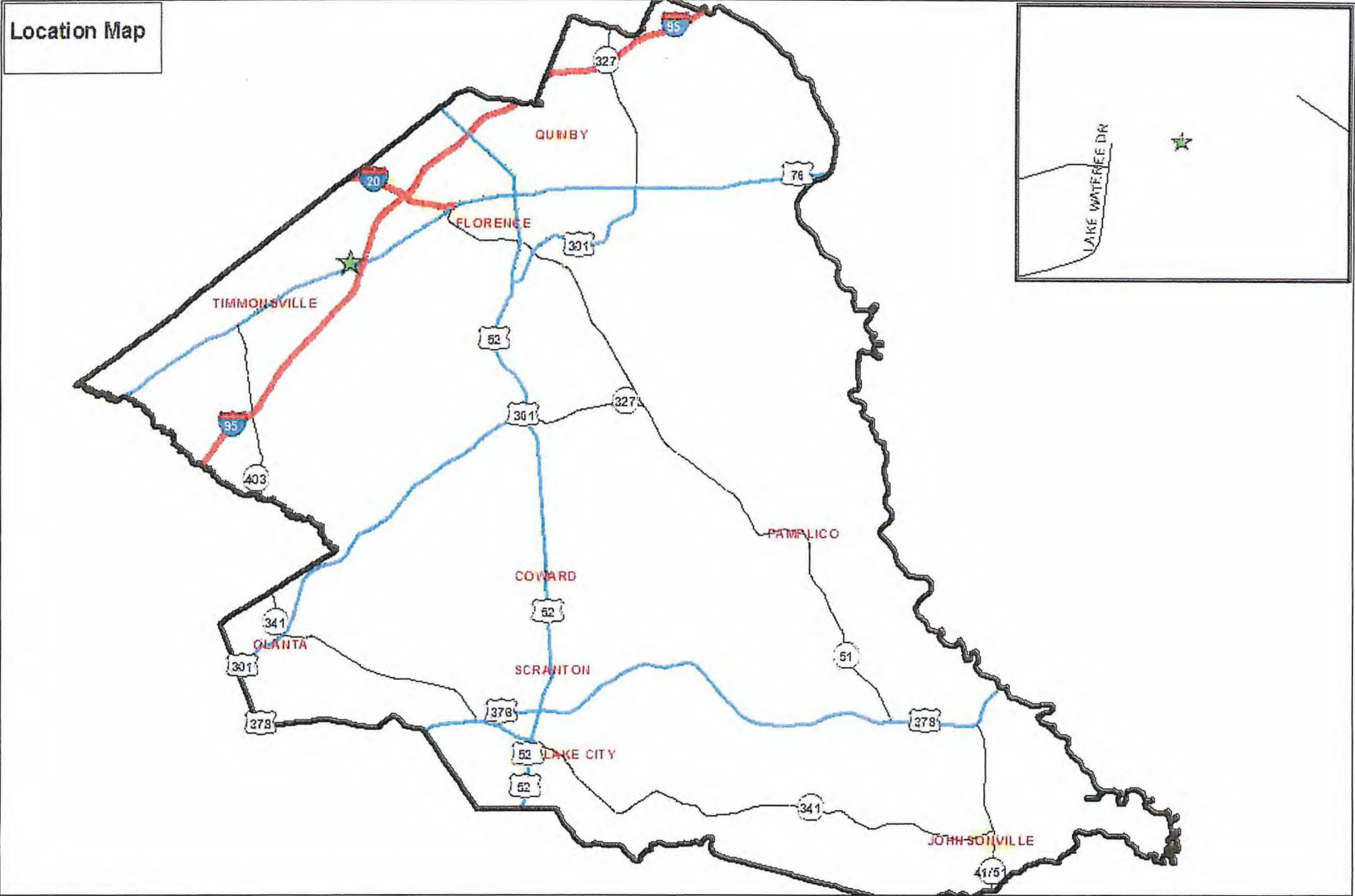
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, FEBRUARY 23, 2016:

Nine Planning Commission members voted 6 to 3 to approve the zoning amendment request.

Florence County Planning Commission Recommendation:

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

Location Map



0 1.5 3 4.5 6 Miles

-164-

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2016-01-25



Council District(s): 4
PC#2016-01

Florence County Zoning Map

Legend

- RU-1
- R-2
- R-3
- R-4
- R-5
- PD
- B-1
- B-2
- B-3
- B-4
- B-5
- B-6
- RU-1
- RU-2
- RU-3

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Council District(s): 4
PC#2016-01

2015 Aerial



0 250 500 1,000 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2016-01-25




Council District(s): 4
PC#2016-01

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 16, 2016

AGENDA ITEM: Ordinance No. 33-2015/16
Second Reading

DEPARTMENT: Planning and Building Inspections 

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d); And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

POINTS TO CONSIDER:

1. The Planning/Codes Enforcement Official issues summons and present them directly before the Florence County Magistrate Court for the County Building and Zoning Departments.
2. The Florence County Nuisance Ordinance requires the County Planning Department to pay a fee to the County Magistrate's office to prepare civil papers and an additional fee to the County Sheriff's office to serve the paperwork.
3. The Planning/Codes Enforcement Division receives approximately 100 complaints annually.
4. To promote consistent Administrative Procedures within the Planning and Building Department, nuisance violations should be handled in the same manner as building and zoning violations.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 33-2015/16 w/markup shown
2. Staff Report for PC#2016-05

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: April 26, 2016	Council Clerk, certify that this
Planning Commission Public Hearing	: April 26, 2016	Ordinance was advertised for
Planning Commission Action	: April 26, 2016[Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: May 19, 2016	
Committee Referral	:	
County Council Public Hearing	: June 16, 2016	
Second Reading	: June 16, 2016	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 33-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d); And Other Matters Related Thereto.]

WHEREAS:

1. The Planning/Codes Enforcement Official issues summons and presents them directly before the Florence County Magistrate Court for the County Building and Zoning Departments; and
2. The Florence County Nuisance Ordinance requires the County Planning Department to pay a fee to the County Magistrate's office to prepare civil papers and an additional fee to the County Sheriff's office to serve the paperwork; and
3. The Planning/Codes Enforcement Division receives approximately 100 complaints annually; and
4. To promote consistent Administrative Procedures within the Planning and Building Department, nuisance violations should be handled in the same manner as building and zoning violations.

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

1. The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) and (d) shall be amended as follows:

Chapter 21 – NUISANCES

ARTICLE I. – IN GENERAL

Sec. 21-4. – Voluntary abatement.

(c) In the event that the owner or offending occupant:

- (1) Refuses to respond to the notice,
- (2) Fails to execute the abatement agreement, or
- (3) Breaches the abatement agreement,

The ~~p~~Planning/~~e~~Codes ~~e~~Enforcement ~~director~~ Official may direct that a summons be issued for a hearing in Florence County Magistrate Court so the owner or offending occupant can show why a ~~penalty~~ petition the chief magistrate for Florence County for a rule to the owner or offending occupant to show cause why actions to abate the nuisance should not be taken by the owner or offending occupant and/or a civil penalty not to exceed \$200.00 per day should not be imposed.

~~(d) The sheriff's department will be responsible for serving the initial notice and the show cause documents.~~

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

draft

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
April 26, 2016
PC#2016-05**

SUBJECT: [Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) And (d)].

APPLICANT: Florence County Planning and Building Department

STAFF RECOMMENDATION:
Approve as submitted

Staff Analysis:

The Planning Codes Enforcement Official issues summons and present them directly before the Florence County Magistrate Court for the County Building and Zoning Departments.

The Florence County Nuisance Ordinance requires the County Planning Department to pay a fee to the County Magistrate's office to prepare civil papers and an additional fee to the County Sheriff's office to serve the paperwork.

The Planning Codes Enforcement Division receives approximately 100 complaints annually.

To promote consistent Administrative Procedures within the Planning and Building Department, nuisance violations should be handled in the same manner as building and zoning violations.

Therefore, the Florence County Code of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) and (d) shall be amended as follows:

Chapter 21 – NUISANCES

ARTICLE I. – IN GENERAL

Sec. 21-4. – Voluntary abatement.

(c) In the event that the owner or offending occupant:

- (1) Refuses to respond to the notice,
- (2) Fails to execute the abatement agreement, or
- (3) Breaches the abatement agreement,

The ~~p~~Planning/~~e~~Codes ~~s~~Enforcement ~~director~~ Official may ~~direct that a summons be issued for a hearing in Florence County Magistrate Court so the owner or offending occupant can show why a penalty petition the chief magistrate for Florence County for a rule to the owner or offending~~

~~occupant to show cause why actions to abate the nuisance should not be taken by the owner or offending occupant and/or a civil penalty not to exceed \$200.00 per day should not be imposed.
(d) The sheriff's department will be responsible for serving the initial notice and the show cause documents.~~

Florence County Planning Commission Action: April 26, 2016

The six Planning Commission members present unanimously approved the request.

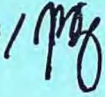
Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request for text amendments to the Florence County Code of Ordinances, Chapter 21, NUISANCES, Section 21-4, Voluntary Abatement (c) and (d).

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 16, 2016

AGENDA ITEM: Ordinance No. 34-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Section 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory Buildings And Uses, (2) General Requirements, a. Residential Districts And ARTICLE X. – DEFINITIONS, Section 30-311, Definitions.; And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

POINTS TO CONSIDER:

1. There is a practical disparity between rural and urban applications of the accessory structure requirements in the existing Zoning Ordinance.
2. Staff has proposed a more flexible schedule for accessory structures that addresses the current inequity discovered between the rural and urban settings.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 34-2015/16 w/markup shown
2. Staff Report for PC#2016-06

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: May 24, 2016	Council Clerk, certify that this
Planning Commission Public Hearing	: May 24, 2016	Ordinance was advertised for
Planning Commission Action	: May 24, 2016 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: June 16, 2016	
Committee Referral	:	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 34-2015/16

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 IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Section 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory Buildings And Uses, (2) General Requirements, a. Residential Districts And ARTICLE X. – DEFINITIONS, Section 30-311, Definitions; And Other Matters Related Thereto.]

WHEREAS:

1. There is a practical disparity between rural and urban applications of the accessory structure requirements in the existing Zoning Ordinance; and
2. Staff has proposed a more flexible schedule for accessory structures that addresses the current inequity discovered between the rural and urban settings.

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

1. The Florence County Code of Ordinances, CHAPTER Chapter 30, ZONING ORDINANCE, ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Section 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory Buildings and Uses, (2) General Requirements, a. Residential Districts and ARTICLE X. – DEFINITIONS, Section 30-311, Definitions shall be amended as follows:

ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS

Sec. 30-121. – Bufferyards.

Table VI Bufferyard Requirements[†]

*No bufferyard required.

[†] For Accessory buildings and uses per Section 30-246, Bufferyard E shall apply.

Note: Uses not specifically listed shall meet the bufferyard requirements of the use to which they are most similar.

Bufferyard E

1) >2,000sf – <4,000 sf: 30' from rear and side property lines*

2) >4,000sf: 50' from rear and side property lines*

3) Setback requirements may be substituted by plant materials and/or structures as outlined in Bufferyard A, 5' illustration, with the approval of the Zoning Administrator. Any existing plant material/structures may be counted toward all such requirements upon the approval of the Zoning Administrator.

ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS

Sec. 30-246. – Accessory buildings and uses.

(2) General requirements.

a. Residential districts:

1. The number of accessory structures are as outlined in Table II.~~shall not exceed two on any lot or parcel.~~
2. The combined gross floor area (GFA) of all accessory structures is outlined in Table I.~~shall not exceed 1,000 square feet.~~
3. The height of accessory buildings shall not exceed 30~~20~~ feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. Setbacks are as outlined in Table II.~~of three feet from side and rear property lines shall be observed.~~

Table I Maximum Floor Area

<u>Lot Size (Gross Acres)</u>	<u>Accessory Structures/Uses (Gross Floor Area)</u>
<u>1 acre or less</u>	<u>2,000 sft</u>
<u>>1 – <2 acres</u>	<u>3,000 sf*</u>
<u>2 – <4 acres</u>	<u>4,000 sf*</u>
<u>4 or more acres</u>	<u>6,000 sf*</u>
<u>†Note: No structure or combination of structures shall be larger than the square footage of the existing primary structure.</u>	
<u>*See Bufferyard E Requirements (Section 30-121)</u>	

Table II Maximum Number of Structures

<u>Lot Size (Gross Acres)</u>	<u>Allowable Number of Accessory Structures/Uses per Parcel</u>
<u><1 acre</u>	<u>2</u>
<u>>1 – <4 acres</u>	<u>3</u>
<u>4 or more acres</u>	<u>4 or unlimited with bufferyard requirements*</u>
<u>Accessory structures and uses may be allowed within three feet of a side or rear property line, except when larger than 2,000 sf., in which case the accessory structures/use shall meet the requirements of Bufferyard E. (Section 30-121)</u>	

ARTICLE X. – DEFINITIONS

Sec. 30-311. – Definitions.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, animal shelters, pool houses, etc., when detached from the principal buildings, and carports attached to the principal building when at least 75 percent open or unenclosed.

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
May 24, 2016
PC#2016-06**

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Section 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory Buildings And Uses, (2) General Requirements, a. Residential Districts And ARTICLE X. – DEFINITIONS, Section 30-311, Definitions.

APPLICANT: Florence County Planning and Building Department

STAFF RECOMMENDATION:

Approve as submitted.

STAFF ANALYSIS:

There is a disparity in the Zoning Ordinance between rural and urban applications of the existing accessory structure requirements.

Staff has created a more flexible schedule for accessory structures that addresses the current inequity discovered between the rural and urban settings.

Therefore, the Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Section 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory Buildings and Uses (2) General Requirements, a. Residential Districts and ARTICLE X. – DEFINITIONS, Section 30-311 shall be amended as follows:

ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS

Sec. 30-121. – Bufferyards.

Table VI Bufferyard Requirements †

*No bufferyard required.

†For Accessory buildings and uses per Section 30-246, Bufferyard E shall apply.

Note: Uses not specifically listed shall meet the bufferyard requirements of the use to which they are most similar.

Bufferyard E

- 1) >2,000sf – <4,000 sf: 30’ from rear and side property lines*
- 2) >4,000sf: 50’ from rear and side property lines*
- 3) Setback requirements may be substituted by plant materials and/or structures as outlined in Bufferyard A, 5’ illustration, with the approval of the Zoning Administrator. Any existing plant material/structures may be counted toward all such requirements upon the approval of the Zoning Administrator.

ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS

Sec. 30-246. – Accessory buildings and uses.

(2) General requirements.

a. Residential districts:

1. The number of accessory structures are as outlined in Table II.~~shall not exceed two on any lot or parcel.~~
2. The combined gross floor area (GFA) of all accessory structures is outlined in Table I.~~shall not exceed 1,000 square feet.~~
3. The height of accessory buildings shall not exceed 30~~20~~ feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. Setbacks are as outlined in Table II.~~of three feet from side and rear property lines shall be observed.~~

Table I Maximum Floor Area

<u>Lot Size (Gross Acres)</u>	<u>Accessory Structures/Uses (Gross Floor Area)</u>
<u>1 acre or less</u>	<u>2,000 sf†</u>
<u>>1 – <2 acres</u>	<u>3,000 sf*</u>
<u>2 – <4 acres</u>	<u>4,000 sf*</u>
<u>4 or more acres</u>	<u>6,000 sf*</u>

Note: † No structure or combination of structures shall be larger than the square footage of the existing primary structure.

*See Buffervard E Requirements (Section 30-121)

Table II Maximum Number of Structures

<u>Lot Size (Gross Acres)</u>	<u>Allowable Number of Accessory Structures/Uses per Parcel</u>
<u><1 acre</u>	<u>2</u>
<u>>1 – <4 acres</u>	<u>3</u>
<u>4 or more acres</u>	<u>4 or unlimited with buffervard requirements*</u>

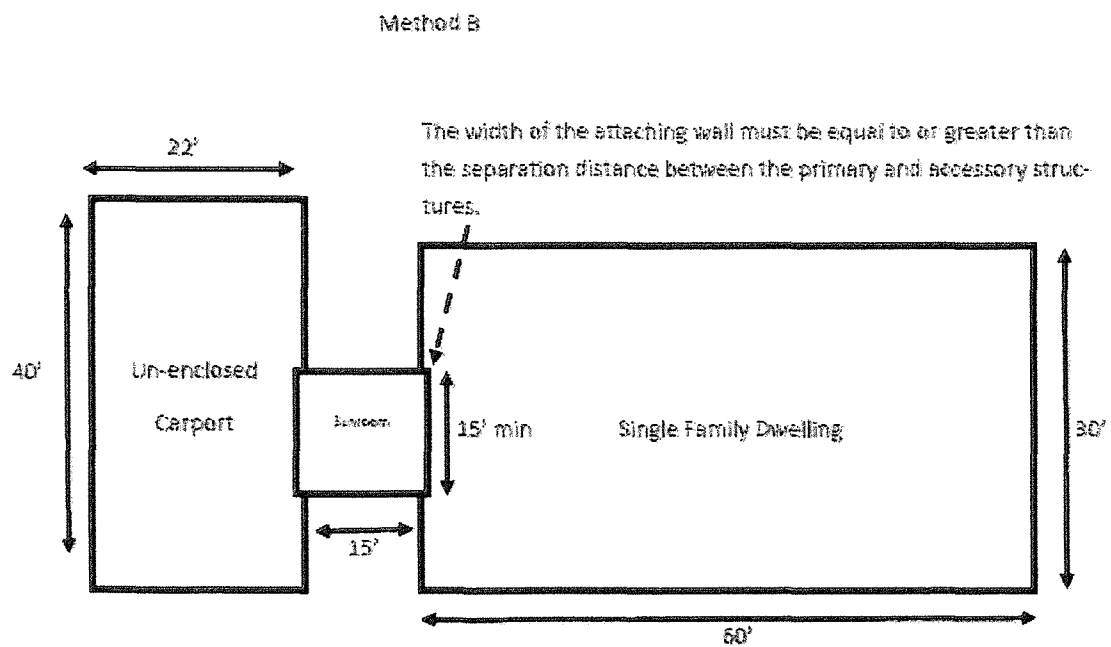
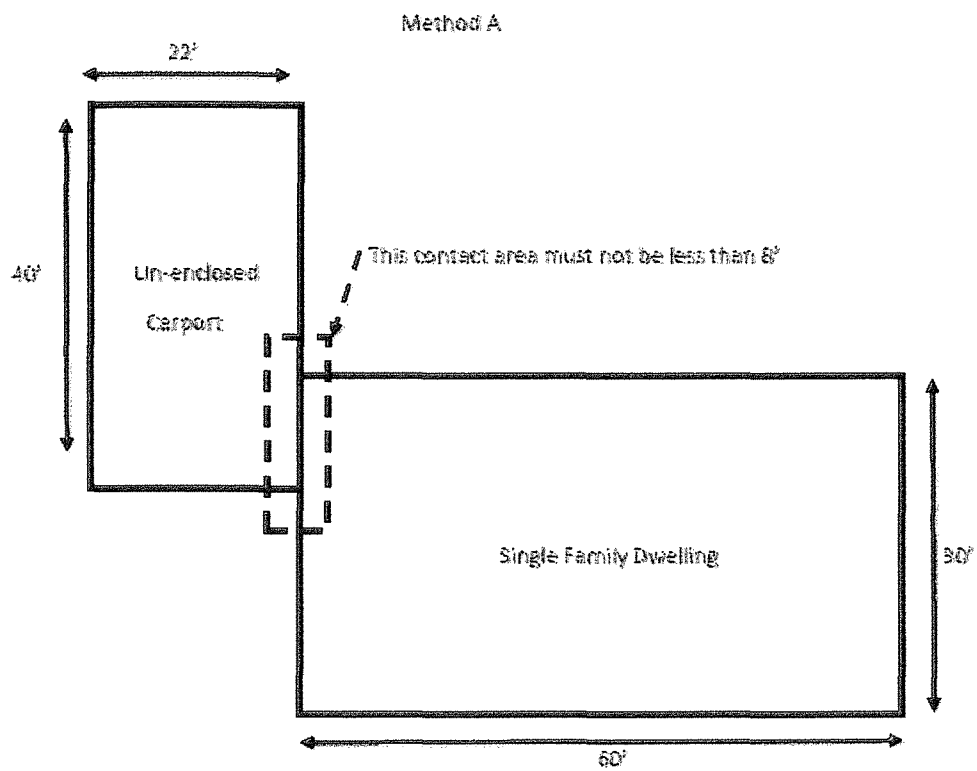
Accessory structures and uses may be allowed within three feet of a side or rear property line, except when larger than 2,000 sf., in which case the accessory structures/use shall meet the requirements of Buffervard E. (Section 30-121)

ARTICLE X. – DEFINITIONS

Sec. 30-311. – Definitions.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, animal shelters, pool houses, etc., when detached from the principal buildings, and carports attached to the principal building when at least 75 percent open or unenclosed. A structure which is accessory in nature may be considered to be attached and part of the primary structure when such construction is in accordance with one of the following methods.

- a. Twenty percent (20%) of the subordinate structure's abutting side must be in direct contact with the wall of the primary structure. (See illustration Method A)
- b. Subordinate structures not in direct contact with the primary structure shall be attached by structures which are enclosed not less than 75%, such as sun rooms. The width of the adjoining attachment shall be equal to, or greater than, the horizontal distance between the primary and subordinate structure. (See illustration Method B)



Florence County Planning Commission Action: May 24, 2016

The six Planning Commission members present unanimously approved the request.

Florence County Planning Commission Recommendation:


Florence County Planning Commission recommends approval of the request for text amendments to the Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE IV. – APPEARANCE, BUFFERING, SCREENING, LANDSCAPING, AND OPEN SPACE REGULATIONS, Sec. 30-121, Bufferyards, Table VI Bufferyard Requirements; ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Sec. 30-246, Accessory buildings and uses, (2) General requirements, a. Residential districts and ARTICLE X. – DEFINITIONS, Sec. 30-311, Definitions.

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 16, 2016

AGENDA ITEM: Ordinance No. 35-2015/16
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 7, BUILDING REGULATIONS, ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1. – GENERALLY, Sec. 7-11. – Building Code Administration, To Comply With The International Building Code Adopted; And Other Matters Related Thereto.] (*Planning Commission approved 6-0: All Council Districts*)

POINTS TO CONSIDER:

1. The State of South Carolina adopted, by reference and amendment, the latest editions of the building codes nationally recognized for regulation of construction.
2. The Florence County Code of Ordinances must comply with the SC Code of Laws.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 35-2015/16 w/markup shown
2. Staff Report for PC#2016-09

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: May 24, 2016	Council Clerk, certify that this
Planning Commission Public Hearing	: May 24, 2016	Ordinance was advertised for
Planning Commission Action	: May 24, 2016[Approved: 6-0]	Public Hearing on _____
First Reading/Introduction	: June 16, 2016	
Committee Referral	:	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 35-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 7, BUILDING REGULATIONS, ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1. – GENERALLY, Sec. 7-11. – Building Code Administration, To Comply With The International Building Code Adopted; And Other Matters Related Thereto.]

WHEREAS:

1. The State of South Carolina adopted, by reference and amendment, the latest editions of the building codes nationally recognized for regulation of construction; and
2. The Florence County Code of Ordinances must comply with the SC Code of Laws.

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

1. The Florence County Code Of Ordinances, Chapter 7 – BUILDING REGULATIONS, ARTICLE II – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1 – GENERALLY, Sec. 7-11 – Building Code Administration, be amended to read as follows:

Chapter 7 – BUILDING REGULATIONS

ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE

DIVISION 1. - GENERALLY

Sec. 7-11. – Building Code Administration.

Administration of the International Building Code[®] and the National Electrical Code[®] shall be as set forth in the following referenced standards:

The ~~2012-2015~~ International Building Code[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Residential Code[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Plumbing Code[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Mechanical Code[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Fuel Gas Code~~reg.®~~, Chapter 1, Scope and Administration

The ~~2012-2015~~ International Fire Code~~reg.®~~, Chapter 1, Scope and Administration

The 2015 International Existing Building Code®, Chapter 1, Scope and Administration

The ~~2012-2009~~ International Energy Conservation Code~~reg.®~~, Chapter 1, Scope and Administration

The ~~2011-2014~~ National Electric Code~~reg.®~~, Article 90, Introduction

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
May 24, 2016
PC#2016-09**

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 7, BUILDING REGULATIONS, ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1. – GENERALLY, Sec. 7-11. – Building Code Administration, To Comply With The International Building Code Adopted.

APPLICANT: Florence County Planning and Building Department

STAFF RECOMMENDATION:
Approve as submitted

Staff Analysis:

Periodically, the State of South Carolina adopts, by reference and amendment, the latest editions of the following nationally recognized codes and the standards referenced in those codes, for regulation of construction within this State: International Building Code®, International Existing Building Code®, International Residential Code®, International Plumbing Code®, International Mechanical Code®, International Fuel Gas Code®, International Fire Code®, International Energy Conservation Code®, and the National Electric Code®. The International Codes are promulgated, published or made available by the International Code Council, Inc. and the National Electrical Code is published by the National Fire Protection Association. These codes are referenced in the South Carolina Code of Laws, Title 6, Chapter 9, Section 6-9-50.

The South Carolina Code of Laws directs that all municipalities and counties in this State shall enforce the latest editions of the Building, Residential, Plumbing, Mechanical, Fuel Gas, Fire, Energy Conservation and Electric codes relating to the construction, livability, sanitation, erection, energy efficiency, installation of equipment, alteration, repair, occupancy, classification, or removal of enforcement. The municipality or county shall enforce only the national building and safety codes provided in the South Carolina Code of Laws.

The State of South Carolina, consistent with the aforementioned requirements, adopted the 2015 International Building Code® series, the 2014 edition of the National Electrical Code® and the 2009 International Energy Conservation Code® with an effective date of July 2016.

Therefore, Compliance with the SC Code of Laws requires The Florence County Code of Ordinances, Chapter 7 – BUILDING REGULATIONS, ARTICLE II – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1 – GENERALLY, Sec. 7-11 – Building code administration, be amended to read as follows:

Chapter 7 – BUILDING REGULATIONS

ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE

DIVISION 1. - GENERALLY

Sec. 7-11. – Building code administration.

Administration of the International Building Code~~;~~[®] and the National Electrical Code~~;~~[®] shall be as set forth in the following referenced standards:

The ~~2012-2015~~ International Building Code~~;~~[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Residential Code~~;~~[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Plumbing Code~~;~~[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Mechanical Code~~;~~[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Fuel Gas Code~~;~~[®], Chapter 1, Scope and Administration

The ~~2012-2015~~ International Fire Code~~;~~[®], Chapter 1, Scope and Administration

The 2015 International Existing Building Code[®], Chapter 1, Scope and Administration

The ~~2012-2009~~ International Energy Conservation Code~~;~~[®], Chapter 1, Scope and Administration

The ~~2011-2014~~ National Electric Code~~;~~[®], Article 90, Introduction

Florence County Planning Commission Action: May 24, 2016

The six Planning Commission members present unanimously approved the request.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request for text amendments to the Florence County Code of Ordinances, Chapter 7, BUILDING REGULATIONS, ARTICLE II. – STANDARDS FOR CONSTRUCTION, INSTALLATIONS AND MAINTENANCE, DIVISION 1. – GENERALLY, Sec. 7-11. – Building Code Administration.

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Introduction of Ordinance No. 36-2015/16

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Award, Execution, And Delivery Of A Lease Purchase Agreement By Florence County, South Carolina In A Principal Amount Not Exceeding \$500,000, Relating To Lighting For The Johnsonville Athletic Complex; Authorizing The Execution of Other Necessary Documents And Papers; And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Florence County is in the process of constructing the Johnsonville Athletic Complex in the Johnsonville Industrial Park. The fields for this park must be lighted for night-time play.
2. The lights will be purchased from and installed by Musco at a cost of \$545,000.
3. A 10% down payment will be made at the time of purchase and the remainder of the cost of these lights will be financed by a seven year lease.
4. Quotes will be obtained from various financial institutions and the lease will be entered into with the institution providing the lowest interest rate quote.

FUNDING FACTORS:

1. The 10% down payment (\$54,500) will be taken from Capital Project Sales Tax Two (CPST2) proceeds.
2. The annual lease payments of approximately \$80,000 will be included in the General Fund budget beginning in FY2017/18.
3. An option to pre-pay the lease without penalty will be included in the lease agreement in the event that CPST2 savings are identified to repay the lease.

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 36-2015/16.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Copy of Ordinance No. 36-2015/16

Sponsor(s) : County Council
First Reading : June 16, 2016
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : July 21, 2016
Second Reading : July 21, 2016
Third Reading : August 18, 2016
Effective Date : August 18, 2016

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

ORDINANCE NO. 36-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE AWARD, EXECUTION, AND DELIVERY OF A LEASE PURCHASE AGREEMENT BY FLORENCE COUNTY, SOUTH CAROLINA IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$500,000, RELATING TO LIGHTING FOR THE JOHNSONVILLE ATHLETIC COMPLEX; AUTHORIZING THE EXECUTION OF OTHER NECESSARY DOCUMENTS AND PAPERS; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the Florence County Council, the governing body of Florence County, South Carolina, in meeting duly assembled:

ARTICLE I
FINDINGS OF FACT

Florence County Council (the "County Council"), the governing body of Florence County, South Carolina (the "County"), has made the following findings of fact:

Section 1.01

The County Council has determined that a very real need exists for and that it is necessary for the County to acquire certain lighting for the Johnsonville Athletic Complex, including items of equipment (collectively, the "Equipment"), the installation and use of which will result in the efficient and expanded use of the Johnsonville Athletic Complex. The Equipment is more fully described and identified in the Lease (as hereinafter defined and as attached in form hereto as Exhibit "A").

The County has heretofore solicited and accepted proposals for the provision of lighting for the Johnsonville Athletic Complex, and has awarded the contract to Musco ("Musco"), which has agreed to provide and manage the installment of the Equipment and to provide all services necessary thereto.

The cost of the Equipment to be provided is estimated to be not exceeding \$545,000. The County Council has determined after due investigation that it is in the best interests of the County to finance the purchase of the Equipment through a Lease with Option to Purchase Agreement in accordance with the terms of this Ordinance. The County Council has determined that the lighting as provided in the Lease will expand the use of the Johnsonville Athletic Complex by the public.

ARTICLE II
AUTHORIZATION

Section 2.01 Approval of the Performance Contract.

As described in the recitals to this Ordinance, the County has solicited proposals from various providers of athletic field lighting and has determined that Musco offered the most favorable terms for such measures. Accordingly, the County Council hereby determines that Musco shall be selected as the vendor of the lighting and thus of the Equipment.

Section 2.02 Approval of the Financing.

The County Council hereby further approves the entry by the County into a Lease in principal amount not to exceed \$500,000 (the "Agreement") to finance the purchase of the Equipment. The Agreement will bear interest at a rate that will not exceed 3.00% for a period of 7 years. It is further provided that the initial down payment of \$54,500.00 will come from Capital Project Sales Tax II funds and the first payment on the Lease will not be due until August, 2017. The Agreement shall be payable at such times and in such amounts as set forth herein, and shall contain such terms as shall be approved by the County Administrator of the County (the "County Administrator") with the advice of the County's Finance Director and legal counsel.

The Agreement shall not constitute a debt of the County, and the full faith, credit, and taxing power of the County shall not be pledged to secure payment of rental payments or other sums due pursuant to the Agreement.

The County Administrator is hereby authorized to solicit proposals from various financial institutions for the financing of the Equipment and to select such institution offering the most favorable terms to the County as the financing counterparty.

Section 2.03 Authorization to Contract.

The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Performance Contract, the Agreement, and all necessary or associated documents to the selected financial institution under the Agreement, and other appropriate parties.

The execution of the Lease by the County Administrator shall constitute conclusive evidence of approval of the terms and conditions of the Lease, the amount thereof, and the Equipment to be delivered pursuant to the Lease.

The form of the Agreement shall be as agreed to by the County Administrator, in consultation with the County's legal counsel, and the lending institution selected by the counterparty under the Agreement, provided that the amount of principal advanced under the Agreement shall not exceed \$500,000.

Section 2.04 Other Documents.

The County Administrator is hereby authorized to take such actions and to execute any and all other documents, instruments, certificates, or other papers, each consistent with the terms of this Ordinance, as he deems necessary and appropriate, with the advice of counsel, to accomplish the transactions contemplated by this Ordinance.

Section 2.05 Repealer.

All prior Ordinances and other actions of the County and any portions thereof conflicting with the terms of this Ordinance are hereby repealed.

Section 2.06 Effective Date of Ordinance.

This Ordinance shall become effective upon the adoption thereof.

ARTICLE III
CERTAIN MATTERS PERTAINING TO THE INTERNAL REVENUE CODE

Section 3.01 General Tax Covenants.

The County will comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the tax-exempt status of the Agreement including, without limitation, the requirement to file the information report pertaining to the Agreement with the Internal Revenue Service.

Section 3.02 General Tax Representations and Covenants.

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause the interest component of rental payments made pursuant to the Agreement to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original execution of the Agreement. Without limiting the generality of the foregoing, the County represents and covenants that:

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

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

(c) The County is not a party to or nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Agreement that do not conform to the guidelines set forth in Revenue Procedure 97-13, as may be modified by subsequent pronouncements of the United States Treasury Department applicable thereto.

(d) The County will not sell or lease the Equipment or any property provided by the Agreement to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Agreement.

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

(f) No portion of the proceeds of the Agreement will be used as a substitute for other funds which were otherwise to be used to pay the costs of the Equipment. The County Council has determined, based on its own investigations and reasonable expectations and a certificate delivered by Musco, that the weighted average maturity of the Agreement does not exceed 120% of the reasonably expected economic life of the Equipment.

ATTEST:

Connie Y. Haselden, Council Clerk

Roger M. Poston, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT

draft

Exhibit A
Form of Performance Contract

draft

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Introduction of Ordinance No. 37-2015/16 By Title Only

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Indigo To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Extension Of The Term Thereof, The Provision Of Enhanced Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 37-2015/16 By Title Only.
2. Provide an Alternate Directive.

ATTACHMENTS:

A copy of proposed title for Ordinance No. 37-2015/16.

Sponsor(s) : Economic Development
Introduction : June 16, 2016
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Public Hearing :
Second Reading :
Third Reading :
Effective Date :

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

ORDINANCE NO. 37-2015/16

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Indigo To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Extension Of The Term Thereof, The Provision Of Enhanced Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.]

draft

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Appointment of Sam J. Fryer, III To Serve On The Pee Dee Mental Health Center Board Of Directors, Seat 6, With Appropriate Expiration Term.

POINTS TO CONSIDER:

1. This item was originally presented to Council at its regular meeting of January 21, 2016.
2. It was brought to Council's attention that Mr. Fryer was serving on the Civic Center Commission at that time and if Council approved the recommendation for his appointment to the Pee Dee Mental Health Center Board of Directors, it would constitute dual office holding; therefore this item was deferred pending contact with Mr. Fryer to determine which commission/board he preferred to serve on.
3. Mr. Fryer has completed the necessary application for submission to the Governor for appointment to the Pee Dee Mental Health Center Board of Directors. Pending approval by Council, then the Governor, Mr. Fryer will be asked to resign from the Civic Center Commission.

ATTACHMENTS:

1. Correspondence to Mr. Fryer dated January 21, 2016.
2. Letter of recommendation from Dr. Gregory V. Browning, Chairman, Pee Dee Mental Health Center Board of Directors.
3. Current list of Board members.

Roger M. Poston
District 2
Chairman

Kent C. Caudle
District 5
Vice-Chairman

Mitchell Kirby
District 4
Secretary/Chaplain

K. G. Rusty Smith, Jr.
County Administrator

Connie Y. Haselden
Clerk to Council



FLORENCE COUNTY COUNCIL

Council Members

Waymon Mumford
District 7

Alphonso Bradley
District 3

James T. Schofield
District 8

Willard Dorriety, Jr.
District 9

Jason M. Springs
District 1

H. Steven DeBerry, IV
District 6

January 21, 2016

Sam J. Fryer, III
1610 Southwood Court
Florence, South Carolina 29505

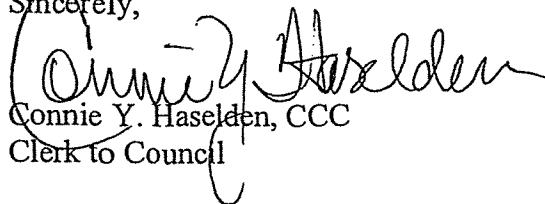
Dear Mr. Fryer:

At its regular meeting of January 21, 2016, the Florence County Council was asked to approve the recommendation of the Pee Dee Mental Health Center Board of Directors to recommend to the Governor of South Carolina that you be appointed to Seat 6 of the Pee Dee Mental Health Center Board. However, it was brought to Council's attention that you are currently serving as a City of Florence representative on the Florence City-County Civic Center Commission. Upon consultation with the County Attorney, it was determined that approving the request of the Board would constitute dual office holding. Therefore County Council deferred action on this request.

The Office of the Governor requires that the letter of recommendation from the local governing body include an application from the individual being nominated. If you wish for County Council to move forward with your nomination to the Governor, please complete the enclosed application provided by the Office of the Governor and **return it to our office** at your earliest convenience. Pending confirmation by the Governor of your appointment to the Pee Dee Mental Health Center Board, you would be required to resign from the Civic Center Commission.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,



Connie Y. Haselden, CCC
Clerk to Council

Enclosure

Cc: D. Malloy McEachin, Jr., County Attorney
Pee Dee Mental Health Center



State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:

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

STATE DIRECTOR
John H. Magill

January 13, 2016

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

Dear Chairman Poston:

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

Seat # 6

Sam J. Fryer, III
1610 Southwood Court
Florence, South Carolina 29505

(Vice: Eugene A. Fallon, Jr.; Term Commencing: 12/31/08 – 12/31/12
Resigned; 09/19/12

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

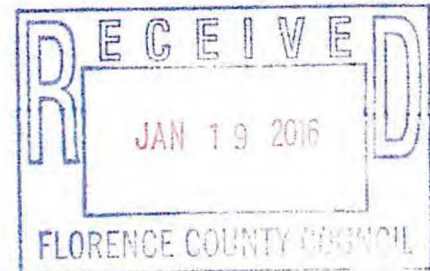
Yours truly,

Gregory V. Browning /bb

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

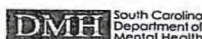
Cc: Members, Pee Dee Mental Health Center Board of Directors
Connie Haselden, Clerk to Council

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



MISSION STATEMENT

To support the recovery of people with mental illnesses.



FLORENCE CITY/COUNTY CIVIC CENTER COMMISSION MEMBERS

Name & Address	Phone Numbers	Term Ends
GREY RAINES, Chairman RAINES DEVELOPMENT GROUP, INC. 2660 HOSPITALITY BOULEVARD FLORENCE, SC 29501	468-2800 (OFFICE) 229-9172 (CELL) greyman09@aol.com	JUNE 2018 2 nd Term (County)
C.B. ASKINS, JR. P.O. BOX 969 LAKE CITY, SC 29560	394-8555 (HOME) 373-2050 (CELL) lakecitybilly@aol.com	JUNE 2016 1 st Term (County)
SCOTT COLLINS - (Resigned) COLLINS & ALMERS ARCHITECTURE 1333 JACKSON AVE. FLORENCE, SC 29501	687-3843 (OFFICE) 667-8326 (HOME) scollins@collinsandalmers.com	JUNE 2016 1 st Term (City)
OSMONA COOPER 505 AZALEA DRIVE LAKE CITY, SC 29560	598-0439 (CELL) 665-7822 (OFFICE) 394-3060 (HOME) osmonaci@yahoo.com	JUNE 2016 1 st Term (County)
SONYETTA COOPER-GREEN GIRLS INC. OF THE PEE DEE 1520 HERITAGE LANE, G8 FLORENCE, SC 29505	472-7948 (CELL) sonyettacooper843@yahoo.com	JUNE 2018 1 st Term (City)
SHELANDA DEAS 405 LAWSON STREET FLORENCE, SC 29501	669-0864 (HOME) 536-7642 (CELL) shelanda.deas@yahoo.com	JUNE 2016 1 st Term (City)
MARY DITTMAN 2933 WOODBINE AVE. FLORENCE, SC 29501	617-6095 (CELL) marydittman@gmail.com	JUNE 2015 1 st Term (County)
SAM FRYER, III FLORENCE SCHOOL DISTRICT 1 1610 SOUTHWOOD COURT FLORENCE, SC 29505	629-8372 (HOME) 664-8451 (OFFICE) 610-6360 (CELL) sfryer@fisd1.org	JUNE 2015 1 st Term (City)
MICHAEL LONG - (Resigned 10/20/2014) HOTEL FLORENCE 1414 HUNTER STREET FLORENCE, SC 29505	319-6975 (CELL) mike@hotelflorence.com	JUNE 2014 1 st Term (City)
BUDDY BRAND 1325 CHEROKEE ROAD FLORENCE, SC 29501	665-7599 (OFFICE) 665-6980 (HOME) lehmanns@stifel.com	City Designee
KENT CAUDLE 2510 CLAUSSEN ROAD FLORENCE, SC 29505	621-8895 (CELL) kentcaudle@gmail.com	County Designee
ART JUSTICE, ATTORNEY TURNER, PADGETT, GRAHAM, & LANEY PO BOX 5478 FLORENCE, SC 29502	662-9008 (OFFICE) 679-9416 (HOME) 667-0828 (FAX) aej@tpgl.com	LEGAL COUNSEL
KENDALL WALL FLORENCE CIVIC CENTER 3300 WEST RADIO DR. FLORENCE, SC 29501	679-9417 (OFFICE) 260-4685 (CELL) 679-9429 (FAX) kwall@florenceciviccenter.com	GENERAL MANAGER

FLORENCE COUNTY COUNCIL MEETING

June 16, 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 April 30, 2016 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 04/30/16**

	YEAR-TO-DATE			
	BUDGETED	ACTUAL	REMAINING	PCT
	REVENUE	REVENUE	BALANCE	
REVENUES				
Taxes	38,908,243	35,114,360	3,793,883	9.75%
Licenses & Permits	1,409,900	1,202,078	207,822	14.74%
Fines & Fees	3,185,500	2,303,668	881,832	27.68%
Intergovernmental	5,793,083	3,462,456	2,330,627	40.23%
Sales and Other Functional	5,485,600	4,588,739	896,861	16.35%
Miscellaneous	481,500	238,694	242,806	50.43%
Operating Transfers	(610,119)	-	(610,119)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	54,653,707	46,909,995	7,743,712	14.17%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY16
07/01/15 TO 04/30/16**

		YEAR-TO-DATE			
		BUDGETED	ACTUAL	REMAINING	PCT
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	
10-411-401	County Council	342,123	267,091	75,032	21.93%
10-411-402	Administrator	646,688	435,053	211,634	32.73%
10-411-403	Clerk of Court	1,862,130	1,423,181	438,949	23.57%
10-411-404	Solicitor	1,112,263	881,074	231,190	20.79%
10-411-405	Judge of Probate	596,983	479,742	117,241	19.64%
10-411-406	Public Defender	779,093	573,766	205,327	26.35%
10-411-407	Magistrates	2,349,647	1,824,737	524,910	22.34%
10-411-409	Legal Services	79,000	48,757	30,243	38.28%
10-411-410	Voter Registration & Elections	662,593	479,045	183,548	27.70%
10-411-411	Finance	781,527	612,059	169,469	21.68%
10-411-412	Human Resources	400,034	292,127	107,907	26.97%
10-411-413	Procurement & Vehicle Maintenance	884,691	809,775	74,916	8.47%
10-411-414	Administrative Services	455,979	383,458	72,521	15.90%
10-411-415	Treasurer	1,280,267	943,382	336,885	26.31%
10-411-416	Auditor	516,286	397,163	119,123	23.07%
10-411-417	Tax Assessor	1,354,201	1,058,046	296,155	21.87%
10-411-418	Planning and Building	2,105,814	1,545,504	560,310	26.61%
10-411-419	Complex	1,381,803	1,054,789	327,014	23.67%
10-411-420	Facilities Management	792,257	575,428	216,829	27.37%
10-411-427	Information Technology	2,170,096	1,670,911	499,185	23.00%
10-411-446	Veteran's Affairs	158,311	131,589	26,722	16.88%
10-411-480	Senior Citizen Centers	326,508	164,726	161,782	49.55%
10-411-485	General Direct Assistance	272,544	209,684	62,860	23.06%
10-411-488	Contingency	241,261	170,740	70,522	29.23%
10-411-489	Employee Non-Departmental	526,415	605,249	(78,834)	-14.98%
10-421-421	Sheriff's Office	16,703,607	13,440,098	3,263,509	19.54%
10-421-422	Emergency Management	2,514,131	2,191,081	323,050	12.85%
10-451-423	EMS	5,735,107	4,394,468	1,340,639	23.38%
10-451-424	Rescue Squads	361,711	189,960	171,751	47.48%
10-451-425	Coroner	331,646	279,110	52,536	15.84%
10-451-429	On-Site Clinic	146,820	102,482	44,338	30.20%
10-451-441	Health Department	80,934	78,151	2,783	3.44%
10-451-442	Environmental Services	751,011	581,127	169,884	22.62%
10-451-485	Health Direct Assistance	14,502	4,070	10,432	71.93%
10-461-485	Welfare - MIAP & DSS	502,109	446,746	55,363	11.03%
10-471-451	Recreation	1,838,782	1,531,917	306,865	16.69%
10-471-455	County Library	3,747,046	3,006,610	740,437	19.76%
10-481-485	Literacy Council	4,515	2,258	2,258	50.00%
TOTAL		54,810,435	43,285,153	11,525,282	21.03%

Percent of Fiscal Year Remaining = 16.67%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/15 TO 04/30/16**

	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	6,158,336	-	0.00%	4,134,122	6,222,679	-	0.00%
112 Economic Development Partnership Fund	451,901	378,738	73,163	16.19%	451,901	58,046	393,856	87.16%
123 Local Accommodations Tax Fund	2,822,804	2,557,946	264,858	9.38%	2,822,804	2,291,499	531,305	18.82%
124 Local Hospitality Tax Fund	1,859,116	1,209,656	649,460	34.93%	1,859,116	1,892,394	-	0.00%
131 District Utility Allocation Fund	567,750	138,900	428,850	75.54%	567,750	567,750	-	0.00%
132 District Infrastructure Allocation Fund	713,000	234,728	478,272	67.08%	713,000	398,000	315,000	44.18%
151 Law Library Fund	57,605	46,266	11,339	19.68%	57,605	51,580	6,025	10.46%
153 Road System Maintenance Fee Fund	3,865,144	2,992,170	872,974	22.59%	3,865,144	2,466,006	1,399,138	36.20%
154 Victim/Witness Assistance Fund	209,454	160,023	49,431	23.60%	209,454	181,552	27,902	13.32%
421 Landfill Fund	4,207,428	3,244,091	963,337	22.90%	4,207,428	3,697,612	509,816	12.12%
431 E911 System Fund	1,961,255	1,012,993	948,262	48.35%	1,961,255	553,213	1,408,042	71.79%
TOTALS:	20,849,579	18,133,848	4,739,945	22.73%	20,849,579	18,380,331	4,591,084	22.02%

Percent of Fiscal Year Remaining: 16.67%

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

\$ 156,326,982

**Florence County Council
District Allocation Balances
Beginning Balances as of 4/30/2016**

Council District #	Type of Allocation	Beginning Budget FY15	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	84,078	54,134	29,944
	Paving	214,571	6,000	208,571
	Utility	86,986	5,000	81,986
	In-Kind	19,800	1,014	18,786
2	Infrastructure	35,724	35,643	81
	Paving	268,043	95,175	172,868
	Utility	(1,584)	(1,584)	-
	In-Kind	19,800	-	19,800
3	Infrastructure	60,993	60,993	-
	Paving	163,555	83,070	80,485
	Utility	27,499	28,210	(711)
	In-Kind	19,800	-	19,800
4	Infrastructure	155,069	80,591	74,478
	Paving	291,093	37,200	253,893
	Utility	63,549	1,650	61,899
	In-Kind	19,800	-	19,800
5	Infrastructure	41,048	40,775	273
	Paving	230,081	116,070	114,011
	Utility	60,243	50,300	9,943
	In-Kind	19,800	-	19,800
6	Infrastructure	181,195	28,776	152,419
	Paving	167,113	128,810	38,303
	Utility	-	-	-
	In-Kind	19,800	1,402	18,398
7	Infrastructure	43,905	16,759	27,146
	Paving	228,844	228,844	-
	Utility	76,798	60,132	16,666
	In-Kind	19,800	-	19,800
8	Infrastructure	54,612	84,612	(30,000)
	Paving	141,099	90,631	50,468
	Utility	61,387	61,385	2
	In-Kind	19,800	-	19,800
9	Infrastructure	63,255	63,255	-
	Paving	131,615	131,615	-
	Utility	135,570	122,963	12,607
	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 April 30, 2016

EXPENDITURES	Project Budget	<i>Design or Engineering</i>	<i>Right of Way</i>	<i>Construction</i>	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,802,871.85	\$ 10,272,274.78	\$ 38,109,643.27	\$ 54,184,789.90	\$ 84,566,830.10	39.05%
US 76 Widening	\$ 31,641,621.00	\$ 2,879,532.46	\$ 2,647,226.20	\$ 10,891,623.34	\$ 16,418,382.00	\$ 15,223,239.00	51.89%
TV Road Widening	\$ 34,519,290.00	\$ 2,346,307.40	\$ 2,645,214.51	\$ 12,705,587.65	\$ 17,697,109.56	\$ 16,822,180.44	51.27%
SC 51 Widening	\$ 151,533,817.00	\$ 3,840,446.47	\$ 8,501,581.27	\$ 3,702,077.79	\$ 16,044,105.53	\$ 135,489,711.47	10.59%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 679,619.81	\$ -	\$ 18,697.00	\$ 698,316.81	\$ 72,765,829.19	0.95%
	\$ 447,587,262.00	\$ 16,259,075.08	\$ 25,291,294.56	\$ 79,657,609.01	\$ 121,207,978.65	\$ 326,379,283.35	27.08%

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 April 30, 2016**

Bond proceeds	\$ 124,840,280.25	
Interest earnings through April 30, 2016	\$ 1,373,715.48	
Local contributions	<u>\$ 75,637.27</u>	
Total available		\$ 126,289,633.00
Bond proceeds expended through 04/30/16*	\$ 48,518,878.27	
Local contributions expended through 04/30/16	\$ 75,637.27	
Outstanding purchase orders as of 04/30/16*	<u>\$ 16,972,614.99</u>	
Total expended/committed		<u>\$ 65,567,130.53</u>
Total remaining		<u><u>\$ 60,722,502.47</u></u>

* See detail report for expenditures and purchase orders by project

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
				Bond Issuance Costs		\$ 500,000.00		\$ 508,393.51	
				I. Public Safety-Fire					
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	\$ 1,800,000.00		\$ 678,985.49	\$ 1,099,298.07
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		\$ 499,344.93	\$ 893,365.79
4	Building		Howe Springs Fire District	New Main Station		\$ 3,700,000.00		\$ 223,190.08	\$ 2,873,849.31
5	Building		South Lynches Fire District	Classroom, Logistics, & Maintenance Facility		\$ 1,000,000.00		\$ 48,100.00	
6	Building		South Lynches Fire District	Upgrades to Station One Facilities		\$ 1,000,000.00		\$ 1,000,159.67	\$ (390.00)
7	Building		South Lynches Fire District	Upgrades at Nine Fire Stations		\$ 500,000.00		\$ 499,807.16	
8	Building		West Florence Fire District	New Station on Hoffmeyer Road		\$ 1,500,000.00		\$ 592,354.52	\$ 635,452.53
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	\$ 1,000,000.00			
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemington		\$ 1,745,000.00		\$ 1,007,533.50	\$ 253,234.30
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 ville Fire	Station One addition Living & Training		\$ 150,000.00			\$ 19,981.20
15	Building		Sardis Timmons ville Fire	New Cartersville Station		\$ 750,000.00		\$ 749,948.75	
16	Building		Sardis Timmons ville Fire	Timmons ville Rescue Squad Building		\$ 80,000.00		\$ 244.49	
				Category Total			\$ 18,445,000.00		
				II. Public Safety - EMS					
17	Building		Florence County	EMS Station Timmons ville		\$ 740,000.00			
18	Building		Florence County	EMS Station Florence	Schlitz Drive	\$ 740,000.00		\$ 63,692.53	\$ 675,498.74
				Category Total			\$ 1,480,000.00		
				III. Emergency Management					
19	Building/Equipment		Florence County	Radio Upgrades - all Emergency Management Facilities	Law Enforcement Complex	\$ 15,000,000.00		\$14,262,922.63	
20	Building/Equipment		Florence County	New Emergency Operations Center Building	Law Enforcement Complex	\$ 4,955,251.00		\$ 234,794.29	\$ 71,888.55
				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		\$ 56,322.00	\$ -
23	Building		Florence County	New Storage Building	Law Enforcement Complex	\$ 180,000.00		\$ 158,734.90	\$ 471.96
24	Building		Florence County	New K-9 Training Facility	Law Enforcement Complex	\$ 20,000.00		\$ 19,542.60	\$ -
25	Building		Florence County	Renovations at Law Enforcement Complex	Law Enforcement Complex	\$ 800,000.00		\$ 471,094.72	\$ 125,536.50
				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		\$ 4,458,879.04	\$ 96,034.43
				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		\$ 74,417.67	\$ 8,216.95
28	Water Line		Town of Coward	Union School Road Tie to Scranton Water System		\$ 240,000.00		\$ 237,370.55	\$ 2,629.45
29	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Windy Hill Fire District		\$ 250,000.00		\$ 154,081.41	\$ 2,739.04
30	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for West Florence Fire District		\$ 250,000.00		\$ 162,598.84	\$ 2,739.04
31	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Howe Springs Fire District		\$ 250,000.00		\$ 167,776.93	\$ 2,739.04
32	Water Line		City of Lake City	Indiantown Road/S. Cameron Road Water Loop		\$ 690,000.00		\$ 12,012.36	\$ 7,559.63
33	Water Line		City of Lake City	Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop		\$ 593,000.00		\$ 10,323.60	\$ 6,496.97
34	Water Line		City of Lake City	Frierson Road/O'Shay Road Water Loop		\$ 250,000.00		\$ 4,352.26	\$ 2,739.04
35	Water Line		Town of Olanta	Central Road/Hood St. Water Loop		\$ 440,000.00		\$ 49,009.10	\$ 4,820.59
36	Water Line		Town of Olanta	Butler Scurry Road/McKenzie Road Water Loop		\$ 500,000.00		\$ 40,948.65	\$ 5,477.95
37	Water Line		Town of Olanta	Olanta Fire Station Water Extension		\$ 65,000.00		\$ 26,626.56	\$ 712.18
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		\$ 140,000.00		\$ 138,466.22	\$ 1,533.78
				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		\$ 1,063,660.38	\$ 87,434.12
				Category Total			\$ 1,200,000.00		

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence						
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			\$ 1,603,909.00	
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 Oakland Ave.			\$ 24,976.18	
43	Corridor Enhancements		City of Florence	Sopkin St.	Oakland Ave. to Crown Cir.			\$ 12,526.97	
44	Corridor Enhancements		City of Florence	Park Ave.				\$ 24,937.87	
45	Corridor Enhancements		City of Florence	Pine St.	Dargan St to McQueen St.			\$ 18,055.80	
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.			\$ 220,735.10	
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		\$ 178,447.18	\$ 100,980.20
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		\$ 19,253.17	\$ 11,298.46
54	Resurfacing		City of Florence	Malloy St	Wilson Rd to ???			\$ 24,941.00	
55	Resurfacing		City of Florence	Spruce St.	Park Ave. to McQueen St.	\$ 340,625.00		\$ 20,591.03	\$ 3,731.87
56	Road Widening		City of Florence	Malloy St	Maxwell St. to ???			\$ 15,744.00	
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.			\$ 27,519.00	
60	Road Widening		City of Florence	W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.			\$ 153,809.94	
61	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			\$ 101,514.31	
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		\$ 158,869.89	\$ 99,980.42
64	Building		Town of Timmonsville	New Community Center		\$ 420,000.00			
65	Building		Town of Timmonsville	Magistrate's Building Renovations		\$ 180,000.00		\$ 151,343.37	
66	Sewer		Town of Pamplico	Replace Pembroke Apt Pump Station		\$ 154,400.00		\$ 117,041.12	\$ 1,691.63
67	Water		Town of Pamplico	New Water Tank		\$ 873,280.00		\$ 282,548.13	\$ 9,567.63
68	Water		Town of Pamplico	Shirley Road Water Line		\$ 154,697.00		\$ 2,693.18	\$ 1,694.83
69	Water		Town of Pamplico	Water System Extension		\$ 1,706,720.00		\$ 45,943.78	\$ 18,698.80
70	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		\$ 750,000.00		\$ 103,847.64	\$ 8,216.99
71	Building		Town of Olanta	Municipal Building Improvements		\$ 130,000.00		\$ 87,869.00	\$ 8,000.00
72	Recreation improvements		City of Johnsonville	Prosser Recreation Complex		\$ 800,000.00		\$ 111,518.41	\$ 594,739.70
73	Water		City of Johnsonville	Vox Water Line Project		\$ 4,378,000.00		\$ 450,517.05	\$ 47,965.42
74	Water		Town of Coward	New Water Tank		\$ 1,000,000.00		\$ 17,409.12	\$ 10,956.10
75	Recreation		Town of Coward	Expansion of Youth Baseball Field		\$ 200,000.00		\$ 156,445.75	\$ 26,300.00
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		\$ 112,850.19	\$ 3,830.20
81	Water & Sewer		City of Lake City	Water & Sewer Improvements		\$ 2,360,000.00		\$ 1,409,203.01	\$ 25,856.18
82	Storm Water		City of Lake City	Storm Water System Improvements		\$ 1,200,000.00		\$ 393,809.37	\$ 13,147.24
83	Water & Sewer		City of Lake City	New Water Tank		\$ 800,000.00		\$ 16,427.41	\$ 8,764.76
84	Recreation		City of Lake City	New Multi Purpose Athletic Complex		\$ 400,000.00		\$ 38,002.11	\$ 4,382.48
85	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		\$ 160,000.00		\$ 46,960.41	\$ 1,753.03
86	Road / Parking		City of Lake City	C J Evans Field road & parking improvements		\$ 400,000.00		\$ 39,212.65	\$ 4,382.48
			Category Total				\$ 37,369,472.00		

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
			IX. Florence County Recreation						
87	Roads/Water		Florence County	Roads & Infrastructure - New Soccer Complex		\$ 1,040,000.00		\$ 255,378.58	\$ 11,394.21
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				\$ 56,120.20	\$ 876.42
92	Recreation Improvements		Florence County	Lynches River Athletic Park Sardis Paving Entrance				\$ 24,475.00	
93	Recreation Improvements		Florence County	Friendship Park Renovations				\$ 5,950.00	
			Category Total				\$ 1,440,000.00		
94	Building		X. Lake City Community Hospital	Improvements to Main Hospital		\$ 888,000.00		\$ 770,907.52	
			Category Total				\$ 888,000.00		
95	Drainage		XI. Lynches Lake-Camp Branch Watershed District	Drainage Improvements		\$ 80,000.00		\$ 65,142.60	
			Category Total				\$ 80,000.00		
			XII. Road Paving and Drainage						
96	Paving		Florence County	Cato Road		\$ 2,500,000.00		\$ 190,860.88	\$ 508,341.03
97	Paving		Florence County	Moulds Road		\$ 1,100,000.00		\$ 66,371.95	\$ 156,849.14
98	Paving		Florence County	Country Lane		\$ 1,400,000.00		\$ 414,355.49	\$ 105,680.27
99	Paving		Florence County	Cherry Johnson Road		\$ 1,900,000.00		\$ 622,792.96	\$ 173,055.57
100	Paving		Florence County	Ball Park Road		\$ 1,500,000.00		\$ 448,539.06	\$ 91,671.00
101	Paving		Florence County	McLaurin Road		\$ 600,000.00		\$ 212,702.15	\$ 38,193.21
102	Paving		Florence County	Highland Road		\$ 250,000.00		\$ 69,931.14	\$ 16,635.81
103	Paving		Florence County	Laurel Circle		\$ 600,000.00		\$ 149,006.54	\$ 26,815.97
104	Paving		Florence County	Law Road		\$ 1,100,000.00		\$ 65,074.12	\$ 274,879.27
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		\$ 237,911.85	\$ 45,524.01
107	Drainage		Florence County	Brookgreen		\$ 1,000,000.00		\$ 43,574.25	\$ 24,790.97
108	Drainage		Florence County	Foxcroft		\$ 300,000.00		\$ 18,616.84	\$ 9,892.72
			Category Total				\$ 16,250,000.00		

Detail Expenditures

Project #	Type	District	Entlty	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
				XIII. General Road Improvements					
109		District 1		Swan Rd.	Park Ave. to last house	\$ 4,033,853.00		\$ 29,595.67	\$ 18,625.19
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.			\$ 48,493.27	\$ 1,890.41
114				Chandler Mill Rd.	N. Matthews Rd. to Old McAllister Rd.			\$ 33,258.99	\$ 601.01
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.			\$ 31,162.71	\$ 1,004.29
122				Donald Rd.	Caselman Rd. to Miles Rd.			\$ 8,869.97	\$ 136.79
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.			\$ 27,676.41	\$ 8,281.63
129				Thomas St.	S. Church St. to CSX RR			\$ 22,985.48	\$ 15,631.49
130				Gracelyn Cir.	N. Matthews Rd. to ???			\$ 32,378.62	\$ 25.40
131				Calvin St.	Gracelyn Cir. to ???			\$ 6,660.29	
132				Tupelo Rd.	Moore St. to end of road			\$ 48,163.67	
133				Retha Dr.	Kelly St. to end of road			\$ 16,661.46	\$ 8,624.41
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. Accline St.	Fairview St. to Graham Rd.				
141				Baker Rd.	N. Camerontown Rd. to end of road				
142				Bamwell St.	Bozy Rd. to Lee St.				
143				Blanche St.	Northside Ln. to end of road			\$ 6,646.79	
144				Windham Rd.	Owens Dr. to Blanche St.				
145				Hurst St.	School Dr. to end of road			\$ 8,566.91	
146				Judy Rd.	Hwy 378 to end of road				
147				N. Pecan Rd.	Hwy 341 to N. Camerontown Rd.				
148				S. Pecan Rd.	Hwy 341 to end of road				
149				S. Locklair Rd.	Hwy 341 to Hickson Rd.				
150				Sunburst Dr.	Cooktown Rd. to end of road				
151				Thirty Rd.	Thirty Five Rd. to end of road			\$ 2,721.62	
152				Thirty Five Rd.	Green Haven Ave. to Davis St.			\$ 3,624.53	
153				Tranquility Rd.	Cockfield Rd. to Tyler Rd.				
154				W. Cole Rd.	Davis St. to Maxie Thomas Rd.				
155				Lake City Landfill/Manned Convenience Center Rd.	Hwy 341 to end of road			\$ 180,030.48	
156				L/C Manned Conv. Service Area on Lake City Landfill Rd.					
157				Sequoia Rd.				\$ 32,809.35	\$ 13,717.07
158				Camelot Way	N. Country Club Rd. to Scotland Rd.			\$ 28,983.16	\$ 25,538.28
159				Dogwood Ln.	S. Morris St. to Middlecoff Rd.			\$ 39,336.16	\$ 15,263.11
160				Lancelot Way	Scotland Rd. to end of road			\$ 51,952.35	\$ 14,024.69
161				Lockewood Rd.	Middlecoff Rd. to Dogwood Ln.			\$ 33,913.36	\$ 42,217.01
162				McFaddin St.	Wallace St. to Ida St.			\$ 31,881.27	\$ 36,850.71
163				Salter St.	Wallace St. to Ida St.			\$ 28,613.22	\$ 4,003.58
164				Byrd St.	School Dr. to end of road			\$ 11,240.68	\$ 6,667.56
165				Fountain St.	School Dr. to end of road			\$ 18,011.38	\$ 8,483.34
166				Hurst St.	Hwy 52 to End of road			\$ 15,978.15	\$ (57.02)
167				Mill St.	N. Church St. to Ball Parkd Rd.			\$ 30,672.08	\$ 7,859.29
168				N. Church St. (Scranton)	Mill St. to Railroad Ave.			\$ 13,918.16	\$ 6,962.91
169				School Dr.	Byrd St. to end of road			\$ 22,396.43	\$ 3,783.90
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 4/30/2016	O/S Purchase Orders
171		District 2		Bluff Rd.		\$ 4,033,853.00		\$ 49,518.32	\$ 187,925.19
172				Evans Rd.				\$ 51,798.87	
173				Belle Thompson Rd.				\$ 73,872.70	
174				Ervin Thomas Rd.				\$ 92,114.78	
175				Franks Rd.				\$ 23,205.41	
176				Law Rd.					
177				Ball Park Rd.				\$ 51,198.14	
178				Old Springs Rd.				\$ 72,285.13	
179				Freeport Rd.				\$ 32,180.62	
180				Singletary Loop Rd.				\$ 88,316.04	
181				Saddle Town Rd.				\$ 48,746.85	
182				Mustang Rd.				\$ 34,001.33	
183				Capitola Rd.					
184				Dud Rd.				\$ 65,575.65	
185				Lewis Ln.				\$ 32,624.30	
186				Broken Branch Rd.				\$ 113,013.76	
187				Wood Berry Rd.				\$ 9,319.76	
188				Keith Rd.				\$ 32,136.12	
189				Chestnut Rd.				\$ 39,387.84	
190				Ashley Rd.				\$ 61,913.29	
191				Glen Haven Rd.				\$ 39,506.43	
192				Dulie Ln.				\$ 10,988.61	
193		District 3		Athens St.		\$ 4,033,853.00		\$ 47,775.27	\$ 27,234.95
194				Brunson St.				\$ 44,955.57	\$ (338.64)
195				Dargan St.	Hwy 52 to Vista St.			\$ 45,868.43	\$ 4,255.77
196				Timmons St.				\$ 19,275.22	\$ 6,824.96
197				Bradford St.				\$ 27,182.21	\$ (2,607.35)
198				Wilson St.				\$ 38,005.01	\$ 194.09
199				Liberty St.				\$ 33,818.75	\$ 3,171.99
200				Boyd St.				\$ 30,403.83	\$ (8,983.42)
201				Commander St.				\$ 43,271.33	\$ (3,505.40)
202				Vista St.					
203				Light St.				\$ 7,959.06	\$ 1,725.61
204				Stackley St.				\$ 36,063.42	\$ (1,754.45)
205				Hemingway St.				\$ 12,951.66	\$ 3,368.73
206				Marlboro St.				\$ 29,257.48	\$ (2,482.83)
207				E. Marion St.				\$ 28,069.93	\$ 38,560.57
208				Freemond St.				\$ 9,576.09	\$ 783.04
209				Dixie St.				\$ 113,449.47	\$ 22,256.91
210				Ingram St.				\$ 45,857.64	\$ 20,181.41
211				Alexander St.				\$ 62,106.99	\$ 95,318.28
212				Harmony St.				\$ 52,960.16	\$ 13,841.54
213				Harrell St.				\$ 31,672.28	\$ 17,838.42
214				Lawson St.				\$ 89,325.45	\$ (17,262.90)
215				Sanborn St.				\$ 53,726.22	\$ 25,978.58
216				N. McQueen St.				\$ 50,530.33	\$ 5,129.18
217				W. Marion St.				\$ 120,444.78	\$ (1,099.96)
218				Pennsylvania St.				\$ 54,008.59	\$ (5,147.70)
219				Carver St.				\$ 48,383.12	\$ 6,807.36
220				Gladstone St.				\$ 40,185.89	\$ 1,167.64
221				Fairfield Cir.				\$ 41,874.71	\$ 11,365.03
222				Waverly St.				\$ 75,673.35	\$ 37,749.65
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					\$ 25,000.00
228				W. Louise Rd.				\$ 13,688.62	\$ 4,514.99

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
229		District 4		Van Houton Dr.		\$ 4,033,853.00		\$ 43,285.27	\$ 31,013.59
230				Alma Ln.				\$ 12,638.96	\$ 11,433.04
231				Willow Point Rd.				\$ 81,387.47	\$ 163,454.53
232				Pygate Rd.				\$ 139,831.30	\$ 521,885.70
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.				\$ 203,336.53	\$ 148,203.77
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		\$ 29,595.67	\$ 18,625.19
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.					\$ 805,312.21
265				Silver Leaf Rd.					\$ 177,027.82
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 4/30/2016	O/S Purchase Orders
267		District 6		Charlie Cade Rd.		\$ 4,033,853.00		\$ 85,235.53	\$ 18,625.19
268				Coleman Rd.				\$ 14,839.00	
269				Spring Branch Rd.					
270				Willow Grove Rd.				\$ 96,337.38	
271				Haven Rd.				\$ 39,270.99	
272				Magic Dr.				\$ 23,927.00	
273				Danieltown Rd.				\$ 75,045.44	
274				Pepper Tree Rd.				\$ 37,736.86	
275				Antique Cir.				\$ 30,906.67	
276				Diamond Head Loop Rd.				\$ 205,040.89	
277				Pecan Grove Rd.				\$ 47,816.73	
278				Hosea Gibbs Rd.				\$ 184,910.41	
279				Tabernacle Rd.				\$ 151,187.73	
280				Boling Rd.				\$ 54,098.81	
281				Cart Rd.				\$ 54,463.96	
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.				\$ 1,118.10	
289				Ard St.				\$ 7,455.00	
290				Wickenwood Rd.				\$ 85,519.50	
291				Large Farm Rd.				\$ 12,774.62	
292				Camp Wiggins Rd.				\$ 13,296.53	
293				Horse Shoe Rd.				\$ 56,800.00	
294				Benton Rd.				\$ 13,490.00	
295				Freeman Ln.				\$ 20,268.44	
296				Nita Cain Rd.				\$ 81,675.58	
297				South Wind Rd.				\$ 27,460.75	
298				Gum Rd.				\$ 81,657.88	
299		District 7		Hughes Cir (off TV Rd.)		\$ 4,033,853.00		\$ 157,558.56	\$ 48,587.04
300				Joan Rd. (off TV Rd.)				\$ 78,832.34	\$ 59,618.92
301				John C. Calcoun Rd.					\$ 205,574.20
302				Wilson Rd.				\$ 133,623.70	
303				Pocket Rd.					\$ 207,287.60
304				W. Black Creek Rd.					\$ 241,552.55
305				W. McIver Rd.				\$ 113,065.97	
306				R. Bar M. Ranch Rd.				\$ 80,117.54	\$ 16,132.84
307				Tara Dr.				\$ 88,739.03	\$ 71,819.13
308				Raiford Ln.				\$ 9,680.54	\$ 2,567.34
309				Calvert's Ct.				\$ 13,613.31	\$ 2,027.67
310				Shamrock Rd.				\$ 17,534.03	\$ (886.55)
311				Clayton Ct.				\$ 9,773.36	\$ 5,867.62

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
312	Resurface	District 8		Maulden Dr.		\$ 4,033,853.00		\$ 33,445.78	\$ 120,909.47
313	Resurface			Crownland Estates					
314	Resurface			E. and W. Sandhurst Dr.				\$ 5,116.14	\$ 135,913.28
315	Resurface			Stratford Cir.				\$ 1,672.63	\$ 44,434.28
316	Resurface			Castleberry Dr.				\$ 796.19	\$ 21,151.28
317	Resurface			Westmoreland Ave.					
318	Resurface			Devonshire Dr.					
319	Resurface			Longwood Dr.				\$ 1,107.04	\$ 29,409.28
320	Resurface			Woods Dr.					
321	Resurface			Rosedale St.				\$ 2,671.86	\$ 70,979.28
322	Resurface			St. Anthony Dr.				\$ 3,483.24	\$ 92,534.28
323	Resurface			Jones Rd.				\$ 906.04	\$ 24,069.28
324	Resurface			Winthrop Dr.				\$ 1,328.19	\$ 35,284.28
325	Resurface			Progress St.				\$ 1,536.74	\$ 40,824.28
326	Resurface			Lee St.				\$ 1,162.00	\$ 30,869.28
327	Resurface			Saluda Ave.				\$ 3,773.46	\$ 100,244.28
328	Resurface			Sewanee Ave.				\$ 579.86	\$ 15,404.28
329	Resurface			Chestnut St.				\$ 2,418.43	\$ 64,246.78
330	Resurface			Kalmia St.				\$ 1,307.87	\$ 34,744.28
331	Resurface			Sesame St.				\$ 891.53	\$ 23,684.28
332	Resurface			Cedar St.	Franklin to Adams Ave.			\$ 1,249.89	\$ 33,204.28
333	Resurface			Waters Ave.	Park to Lawson			\$ 535.60	\$ 14,228.28
334	Resurface			Sylvan Dr.				\$ 1,357.37	\$ 36,059.28
335	Resurface			Cedar Lawn Court				\$ 914.13	\$ 24,284.28
336	Resurface			Lakeside Drive				\$ 891.53	\$ (285.72)
337	Resurface			Richburg Ln.				\$ 829.16	\$ 22,027.28
338	Resurface			Jeffries Ln.				\$ 2,566.82	\$ 68,189.28
339	Resurface			Hondros Cir.				\$ 737.95	\$ 19,604.28
340	Resurface			Constantine Dr.				\$ 1,064.88	\$ 28,289.28
341	Resurface			Rollins Ave.				\$ 846.37	\$ 22,484.28
342	Resurface			Fitz Randolph Cir.				\$ 521.14	\$ (285.72)
343	Resurface			Shore Ln.				\$ 865.56	\$ (285.72)
344	Resurface			Marion Ave.				\$ 1,389.92	\$ 36,924.28
345	Resurface			Virginia Acres				\$ 1,434.14	\$ 38,099.28
346	Resurface			Poinsette Ave.				\$ 1,035.72	\$ 27,514.28
347	Resurface			Melrose Ave.				\$ 1,097.83	\$ 29,164.28
348	Resurface			Courtland Ave.				\$ 1,049.64	\$ 27,884.28
349	Resurface			Hillside Dr.					
350	Resurface			Wisteria Dr.					
351	Resurface			Margaret Dr.					\$ 30,752.98
352	Resurface			Dunvegan Rd.					\$ 23,905.66
353	Resurface			Roseneath Rd.					\$ 27,868.91
354	Resurface			Beverly Dr.					\$ 58,266.90
355	Resurface			Alton Cir.					\$ 27,279.89
356	Resurface			Lindberg Dr.					\$ 69,912.08
357	Resurface			Woodstone Dr.				\$ 907.92	\$ 24,119.28
358	Resurface			DeBerry Blvd.					\$ 24,275.90
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			Westminster Dr.					
371	Resurface			Langely Dr.					
372	Resurface			Mayfair Terrace					

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
		District 9		Hampton Pointe Subdivision		\$ 4,033,853.00		\$ 29,595.41	\$ 18,625.30
373				Aberdeen Ct.				\$ 7,492.72	
374				Blaire Ct.				\$ 6,371.76	
375				Bridgeport Ct.				\$ 6,076.77	
376				Danvers Ct.				\$ 7,197.73	
377				New Gate Ct.					
378				Parliament Cir.					
379				S. Addison St.				\$ 20,059.24	
380				S. Barrington Dr.				\$ 78,614.50	
381				S. Brunswick Ct.				\$ 6,696.25	
382				S. Harrington Ct.				\$ 6,578.25	
383				Victoria Ct.				\$ 9,764.13	
384				W. Hampton Pointe Dr.				\$ 135,016.37	
385				Winslow Ct.				\$ 11,121.07	
				Whitehall Annex Subdivision					
386				Albermarle Blvd.					\$ 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	\$ 5,813.84
394				Waterford Dr.				\$ 1,726.97	\$ 45,877.55
				Springdale and Villa Arno Subdivisions					
395				Gullford 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.					\$ 3,187.39
404				Arizona Way					\$ 8,199.03
405				California Rd.					\$ 15,288.56
406				Florida Dr.					\$ 35,074.54
407				Georgia Ct.					\$ 6,248.59
408				Louisiana Ln.					\$ 6,699.88
409				Oak Forest Blvd.					\$ 24,312.77
410				Tennessee Terrace					\$ 6,063.70
411				Tex Rd.					\$ 19,795.36
412				Utah Ct.					\$ 6,463.53
				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	\$ 36,609.94
418				Deerwood Place				\$ 268.67	\$ 7,137.79
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.					\$ 1,547.32
426				Independence Ave.					
427				Indigo Place					

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 4/30/2016	O/S Purchase Orders
				Forest Lake And Forest Lake West Subdivisions					
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.					\$ 68,492.57
439				Hepburn Blvd.					\$ 36,039.90
				Dunwoody Subdivision					
440				Ashwood Ln.					\$ 10,109.45
441				Aspen St.					\$ 17,624.81
442				Dunwoody Rd.					\$ 24,721.53
443				Evergreen Rd.					\$ 24,352.56
444				Periwinkle Ln.					\$ 19,164.00
				Farmwood and Ferndale Subdivisions					
445				Farmwood Dr.					\$ 25,763.03
446				Heather Dr.					\$ 21,268.18
447				Patrick Dr.					\$ 14,579.76
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				Lamplay Way					
465				Wetherby Ln.					
466				Stratton Dr.				\$ 7,554.43	\$ 200,687.66
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	\$48,518,878.27	\$16,972,614.99

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Fire/Rescue Services

ISSUE UNDER CONSIDERATION:

Approve The Entering Into Lease Agreements Between Florence County And Each Of The Six (6) Fire Departments In The Unified Fire District (Howe Springs Fire Department, Sardis-Timmonsville Fire Department, Hannah-Salem-Friendfield Fire Department, Olanta Fire Department, Johnsonville Fire Department, And Windy Hill Fire Department) For Vehicles And/Or Real Properties.

POINTS TO CONSIDER:

1. The County engaged in five-year contracts with each of the six (6) fire departments for the provision of fire services within their respective districts.
2. The Departments were approved under the Capital Project Sales Tax II (CPST II) to receive vehicles, equipment, apparatus, and the construction of fire stations. In addition, Council approved an \$8.3 million GO Bond for fire apparatus and related equipment for the departments.
3. Florence County owned certain property and vehicles prior to the creation of the Unified Fire District.
4. It is the desire of the County to lease the vehicles and/or real property owned by the County and/or purchased pursuant to the CPST II and GO Bond issuance, to the respective fire departments for the purpose of providing fire protection, emergency services, recruitment and retention and community relations.

OPTIONS:

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

ATTACHMENT:

Copies of the proposed lease agreements with each of the departments, including an exhibit listing vehicles and/or real property.

LEASE AGREEMENT

WITNESSETH:

- 1

- (c) Any use of the property not justified by the Lessee under this Agreement deemed inappropriate by the Florence County Council or County Administrator.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

8. INSURANCE. Lessee will, during the term of this lease, keep vehicles and real property leased by the Lessee insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or its' personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining, at its' own expense, a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof in an amount provided in the Lessee's liability insurance policy with at least a combined single limit of \$300,000.00 and an aggregate limit of \$600,000.00 for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

9. LIABILITY. Throughout the term and any renewal, unless otherwise set forth, Lessee shall at its own expense provide, keep and force a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof and an amount provided in the Lessee's liability insurance policy which at the execution of this Lease is for a combined single limit of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and an aggregate limit of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

10. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessee: Howe Springs Fire Department
 2229 E. Howe Springs Road
 Florence, SC 29505

As to Lessor: Florence County Administrator
 180 N. Irby St., MSC-G
 Florence, SC 29501

11. MAINTENANCE. Lessee will maintain the equipment and vehicles at its' own expense which it leases under this Lease. The Lessee shall, at its' own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State, County and City government and any and all of their departments and bureaus, and will use no part of said vehicles and real property in any manner so as to create a nuisance or for any unlawful purpose. The Lessee shall be responsible for the maintenance of all vehicles and real property leased to it by the Lessor.

12. EFFECT OF TERMINATION OF LEASE. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall affect the Lessors right to collect rent for the period prior to termination thereof.

13. AGREEMENTS. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herewith shall be of any force or effect.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSEE:

(As to Lessee)

Howe Springs Fire Department

IN THE PRESENCE OF:

LESSOR:

(As to Lessor)

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

draft

SWORN to before me this _____
day of _____, 2016.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

SWORN to before me this _____
day of _____, 2016.

4

EXHIBIT "A"

<u>Year</u>	<u>Make</u>	<u>VIN</u>
2005	Pierce Aerial	4P1CT02S82A002148

Property:

Station 5 – 4395 South Irby Street, Florence, South Carolina

draft

LEASE AGREEMENT

WITNESSETH:

- 1

- (c) Any use of the property not justified by the Lessee under this Agreement deemed inappropriate by the Florence County Council or County Administrator.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

8. INSURANCE. Lessee will, during the term of this lease, keep vehicles and real property leased by the Lessee insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or its' personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining, at its' own expense, a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof in an amount provided in the Lessee's liability insurance policy with at least a combined single limit of \$300,000.00 and an aggregate limit of \$600,000.00 for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

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10. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessee: Sardis-Timmonsville Fire Department
1513 Cale Yarborough Highway
Timmonsville, SC 29161

As to Lessor: Florence County Administrator
180 N. Irby St., MSC-G
Florence, SC 29501

11. MAINTENANCE. Lessee will maintain the equipment and vehicles at its' own expense which it leases under this Lease. The Lessee shall, at its' own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State, County and City government and any and all of their departments and bureaus, and will use no part of said vehicles and real property in any manner so as to create a nuisance or for any unlawful purpose. The Lessee shall be responsible for the maintenance of all vehicles and real property leased to it by the Lessor.

12. EFFECT OF TERMINATION OF LEASE. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall affect the Lessors right to collect rent for the period prior to termination thereof.

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ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSEE:

(As to Lessee)

Sardis-Timmons ville Fire Department

IN THE PRESENCE OF:

LESSOR:

(As to Lessor)

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

))

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

Notary Public for
My Commission Expires: _____

)
)
)

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

<u>Year</u>	<u>Make</u>	<u>VIN</u>
2001	American LaFrance Aerial	4Z3HAACG91RJ22016
2007	Kenworth T300	2NKMHY6H27M205028
2014	Kenworth Pumper Tanker	2NKHJHJ8X6FM455173

Buildings:

Station 1	1513 Cale Yarborough Highway	Timmonsville, SC 29161
Cartersville Fire Station	2100 West Smith Street	Timmonsville, SC 29161

draft

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of June, 2016 by and between Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina hereinafter referred to as "Lessor", and the Hannah-Salem-Friendfield Fire Department, a body politic and corporate and a political subdivision of the State of South Carolina, hereinafter referred to as "Lessee". The Terms and Conditions of this Lease shall be binding on the parties hereto and their successors, assigns and personal representatives.

WITNESSETH:

1. LEASED PROPERTY. The Lessor hereby leases unto the Lessee and the Lessee does hereby accept and lease from the Lessor the listed vehicles and/or real properties attached to Exhibit "A".
2. TERM OF LEASE. The term of this Lease shall run concurrent with the five (5) year contract commencing on the effective date of the current contract between the Lessor and the Lessee. The parties further agree that this Agreement may be cancelled by either party with a Ninety (90) day notice being given by the Lessor or by the Lessee and given to the Florence County Administrator or by the Florence County Administrator.
3. RENT. Lessee shall pay to Lessor, on the first day of each July, beginning July 1, 2016 for the use and occupancy of the property during the term of this Lease Five Dollars (\$5.00) per year.
4. OPTION TO RENEW. At the termination of the initial five (5) year contractual period, the parties may renew the Lease for an additional five (5) year period upon mutual agreement and until either party gives proper notice as described in Section 2 of this lease.
5. USE OF PROPERTY. The leased property may be used by the Lessee for the purpose of providing fire protection, emergency services, recruitment and retention and community relations. The Lessee must account to the Lessor for any equipment that is retired, replaced or moved.
6. REPAIRS, ALTERATIONS, UTILITIES AND SERVICES. The Lessee shall, at its sole cost and expense, maintain the leased property used by it for the operation of fire protection services and emergency services and the equipment and vehicles must be maintained and kept in good condition for the duration of the Lease.
7. DEFAULT. As used in this Lease, the term, "event of default" shall mean any one of the following:
 - (a) The failure of the Lessee after receipt or demand from the Lessor to fulfill any duty or obligation imposed on the Lessee by this Lease;
 - (b) The failure of Lessee to pay rent due in a timely manner.
 - (c) Any use of the property not justified by the Lessee under this Agreement

deemed inappropriate by the Florence County Council or County Administrator.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

8. INSURANCE. Lessee will, during the term of this lease, keep the vehicles and real property leased by the Lessee insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or its' personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining, at its' own expense, a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof in an amount provided in the Lessee's liability insurance policy with at least a combined single limit of \$300,000.00 and an aggregate limit of \$600,000.00 for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

9. LIABILITY. Throughout the term and any renewal, unless otherwise set forth, Lessee shall at its own expense provide, keep and force a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof and an amount provided in the Lessee's liability insurance policy which at the execution of this Lease is for a combined single limit of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and an aggregate limit of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

10. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessee: Hannah-Salem-Friendfield Fire Department
630 W. Hwy. 378
Pamplico, SC 29583

As to Lessor: Florence County Administrator
180 N. Irby St., MSC-G
Florence, SC 29501

11. MAINTENANCE. Lessee will maintain the equipment and vehicles at its' own expense

which it leases under this Lease. The Lessee shall, at its' own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State, County and City government and any and all of their departments and bureaus, and will use no part of said vehicles and real property in any manner so as to create a nuisance or for any unlawful purpose. The Lessee shall be responsible for the maintenance of all vehicles and real property leased to it by the Lessor.

12. EFFECT OF TERMINATION OF LEASE. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall affect the Lessors right to collect rent for the period prior to termination thereof.

13. AGREEMENTS. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herewith shall be of any force or effect.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSEE

(As to Lessee)

Hannah-Salem-Friendfield Fire Department

IN THE PRESENCE OF:

LESSOR:

(As to Lessor)

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

draft

SWORN to before me this _____
day of _____, 2016.

[illegible]

SWORN to before me this _____
day of _____, 2016.

- 230 -

EXHIBIT "A"

<u>Year</u>	<u>Make</u>	<u>VIN</u>
1993	Pierce Pumper	4P1CT02D6PA000147
2000	International Rescue	1HTSLAAL6YH686625
2003	Ford F-550S	1FDAW57P83EC57445
2004	Ford F-350	1FTSW31P24EC28983
2016	KME Custom Pumper	1K9AF4283GN058086
2016	KME Custom Pumper	1K9AF4285GN058087
2016	KME Custom Pumper	1K9AF4287GN058088
2016	KME Custom Pumper	1K9AF4289GN058089
2016	KME Custom Pumper	1K9AF4285GN058090
2016	KME Custom Pumper	1K9AF4287GN058091

Buildings:

Fleming Town Fire Station	1450 Oliver Road	Pamplico, SC 29583
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Property:

Hyman Road location

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of June, 2016 by and between Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina hereinafter referred to as "Lessor", and the Olanta Fire Department, a body politic and corporate and a political subdivision of the State of South Carolina, hereinafter referred to as "Lessee". The Terms and Conditions of this Lease shall be binding on the parties hereto and their successors, assigns and personal representatives.

WITNESSETH:

1. LEASED PROPERTY. The Lessor hereby leases unto the Lessee and the Lessee does hereby accept and lease from the Lessor the listed vehicles and/or real properties attached on Exhibit "A".
2. TERM OF LEASE. The term of this Lease shall run concurrent with the five (5) year contract commencing on the effective date of the current contract between the Lessor and the Lessee. The parties further agree that this Agreement may be cancelled by either party with a Ninety (90) day notice being given by the Lessor or by the Lessee and given to the Florence County Administrator or by the Florence County Administrator.
3. RENT. Lessee shall pay to Lessor, on the first day of each July, beginning July 1, 2016 for the use and occupancy of the property during the term of this Lease Five Dollars (\$5.00) per year.
4. OPTION TO RENEW. At the termination of the initial five (5) year contractual period, the parties may renew the Lease for an additional five (5) year period upon mutual agreement and until either party gives proper notice as described in Section 2 of this lease.
5. USE OF PROPERTY. The leased property may be used by the Lessee for the purpose of providing fire protection, emergency services, recruitment and retention and community relations. The Lessee must account to the Lessor for any equipment that is retired, replaced or moved.
6. REPAIRS, ALTERATIONS, UTILITIES AND SERVICES. The Lessee shall, at its sole cost and expense, maintain the leased property used by it for the operation of fire protection services and emergency services and the equipment and vehicles must be maintained and kept in good condition for the duration of the Lease.
7. DEFAULT. As used in this Lease, the term, "event of default" shall mean any one of the following:
 - (a) The failure of the Lessee after receipt or demand from the Lessor to fulfill any duty or obligation imposed on the Lessee by this Lease;
 - (b) The failure of Lessee to pay rent due in a timely manner.

- (c) Any use of the property not justified by the Lessee under this Agreement deemed inappropriate by the Florence County Council or County Administrator.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

8. INSURANCE. Lessee will, during the term of this lease, keep the vehicles and real property leased by the Lessee insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or its' personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining, at its' own expense, a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof in an amount provided in the Lessee's liability insurance policy with at least a combined single limit of \$300,000.00 and an aggregate limit of \$600,000.00 for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

9. LIABILITY. Throughout the term and any renewal, unless otherwise set forth, Lessee shall at its own expense provide, keep and force a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof and an amount provided in the Lessee's liability insurance policy which at the execution of this Lease is for a combined single limit of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and an aggregate limit of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

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As to Lessee: Olanta Fire Department
 3505 Olanta Highway
 Olanta, SC 29114

As to Lessor: Florence County Administrator
 180 N. Irby St., MSC-G
 Florence, SC 29501

11. MAINTENANCE. Lessee will maintain the equipment and vehicles at its' own expense which it leases under this Lease. The Lessee shall, at its' own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State, County and City government and any and all of their departments and bureaus, and will use no part of said vehicles and real property in any manner so as to create a nuisance or for any unlawful purpose. The Lessee shall be responsible for the maintenance of all vehicles and real property leased to it by the Lessor.

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ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSEE

(As to Lessee)

Olanta Fire Department

IN THE PRESENCE OF:

LESSOR:

(As to Lessor)

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

[illegible]

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

SWORN to before me this _____
day of _____, 2016.

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

[illegible]

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

SWORN to before me this _____
day of _____, 2016.

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

EXHIBIT "A"

<u>Year</u>	<u>Make</u>	<u>VIN</u>
2012	Kenworth T370	2NKHHN7XXCM331363
2015	Ferrara Freightliner Pumper	3ALHCYCY7FDGL2141
2015	Ferrara Freightliner Pumper	3ALHCYCY9FDGL2142

draft

LEASE AGREEMENT

WITNESSETH:

- 1

- (c) Any use of the property not justified by the Lessee under this Agreement deemed inappropriate by the Florence County Council or County Administrator.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

8. INSURANCE. Lessee will, during the term of this lease, keep vehicles and real property leased by the Lessee insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or its' personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining, at its' own expense, a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof in an amount provided in the Lessee's liability insurance policy with at least a combined single limit of \$300,000.00 and an aggregate limit of \$600,000.00 for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

9. LIABILITY. Throughout the term and any renewal, unless otherwise set forth, Lessee shall at its own expense provide, keep and force a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof and an amount provided in the Lessee's liability insurance policy which at the execution of this Lease is for a combined single limit of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and an aggregate limit of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

10. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessee: Johnsonville Fire Department
 157 E. Broadway Street
 Johnsonville, SC 29555

As to Lessor: Florence County Administrator
 180 N. Irby St., MSC-G
 Florence, SC 29501

11. MAINTENANCE. Lessee will maintain the equipment and vehicles at its' own expense which it leases under this Lease. The Lessee shall, at its' own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State, County and City government and any and all of their departments and bureaus, and will use no part of said vehicles and real property in any manner so as to create a nuisance or for any unlawful purpose. The Lessee shall be responsible for the maintenance of all vehicles and real property leased to it by the Lessor.

12. EFFECT OF TERMINATION OF LEASE. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall affect the Lessors right to collect rent for the period prior to termination thereof.

13. AGREEMENTS. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herewith shall be of any force or effect.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSEE:

(As to Lessee)

Johnsonville Fire Department

IN THE PRESENCE OF:

LESSOR:

(As to Lessor)

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

))

SWORN to before me this _____
day of _____, 2016.

Notary Public for
My Commission Expires: _____

)

SWORN to before me this _____
day of _____, 2016.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

<u>Year</u>	<u>Make</u>	<u>VIN</u>
1992	Ford F800 Tanker	1FDYK84A4NVA24015
2013	Chevrolet Silverado	1GCRCSE04DZ323407
2014	GMC Sierra 1500	3GTU2VECEC4EG366512
2014	Ford Expedition	1FMJUIF54EEF31631
2015	Chevrolet Pick-up	1GCRCPEC5FZ169400
2015	Freightliner Tanker	1FVAC5CY5FHGJ1539

Property:

Station 1 – 470 Possum Fork Road, Johnsonville, South Carolina

Station 2 – 3415 South Fire Station Road, Johnsonville, South Carolina

Station 3 – 208 West Myrtle Beach Highway, Johnsonville, South Carolina

LEASE AGREEMENT

WITNESSETH:

- 1

- (c) Any use of the property not justified by the Lessee under this Agreement deemed inappropriate by the Florence County Council or County Administrator.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

8. INSURANCE. Lessee will, during the term of this lease, keep vehicles and real property leased by the Lessee insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or its' personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining, at its' own expense, a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof in an amount provided in the Lessee's liability insurance policy with at least a combined single limit of \$300,000.00 and an aggregate limit of \$600,000.00 for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

9. LIABILITY. Throughout the term and any renewal, unless otherwise set forth, Lessee shall at its own expense provide, keep and force a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the property resulting from Lessee's use and occupancy thereof and an amount provided in the Lessee's liability insurance policy which at the execution of this Lease is for a combined single limit of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and an aggregate limit of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars for bodily injury. Proof of insurance shall be provided to Florence County Risk Management.

10. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessee: Windy Hill Fire Department
103 N. Williamson Road
Florence, SC 29506

As to Lessor: Florence County Administrator
180 N. Irby St., MSC-G
Florence, SC 29501

11. MAINTENANCE. Lessee will maintain the equipment and vehicles at its' own expense which it leases under this Lease. The Lessee shall, at its' own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State, County and City government and any and all of their departments and bureaus, and will use no part of said vehicles and real property in any manner so as to create a nuisance or for any unlawful purpose. The Lessee shall be responsible for the maintenance of all vehicles and real property leased to it by the Lessor.

12. EFFECT OF TERMINATION OF LEASE. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall affect the Lessors right to collect rent for the period prior to termination thereof.

13. AGREEMENTS. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herewith shall be of any force or effect.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSEE:

(As to Lessee)

Windy Hill Fire Department

IN THE PRESENCE OF:

LESSOR:

(As to Lessor)

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

draft

SWORN to before me this _____
day of _____, 2016.

[illegible]

SWORN to before me this _____
day of _____, 2016.

4

EXHIBIT "A"

Property: _____

Station 2 – 896 Ashby Road, Quinby, South Carolina

draft

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Reports to Council

DEPARTMENT: Emergency Management
(Radio Communications)

ISSUE UNDER CONSIDERATION:

Authorize The County Administrator To Execute A Two-Year Maintenance And Software Update Contract With Motorola Solutions In The Amount Of \$902,335.44 To Be Paid From Budgeted Departmental Funds To Support The County's New Digital Radio System.

POINTS TO CONSIDER:

1. This agreement is necessary to protect the County's \$14 million dollar investment in its Public Safety Radio System.
2. This new contract is a continuation of the maintenance and service agreement already in place between Florence County and Motorola Solutions and does not represent an increase over the current contract amount.
3. Funding necessary for the first year of this agreement is already budgeted in the proposed FY 2016/17 budget (line item 010-421-426-000-6500).
4. It is more cost effective to pay for scheduled maintenance and emergency repairs, as well as required software upgrades, through a long term contract which controls cost rather than paying as each service is needed.
5. By executing the two year contract the County is protected against annual inflationary increases.

OPTIONS:

1. *(Recommended)* Authorize the Administrator to execute the contract as presented.
2. Provide An Alternate Directive

ATTACHMENTS:

1. Copy of the contract.
2. Detailed breakdown of items covered under the contract and related cost.

**MOTOROLA SOLUTIONS****SERVICES AGREEMENT**

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001026417
 Contract Modifier: RN25-MAY-16 08:57:21

Date: 06/03/2016

Company Name:	Florence County Sheriff
Attn:	
Billing Address:	Po Box 278
City, State, Zip:	Effingham, SC, 29541-0278
Customer Contact:	Gerald Yates
Phone:	(843)319-3524

Required P.O.: No
 Customer #: 1035422899
 Bill to Tag #: 0001
 Contract Start Date: 07/01/2016
 Contract End Date: 06/30/2018
 Anniversary Day: Jun 30th
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$7,619.52	\$182,868.48
6	SVC057AH	PRIME SITE		
1	SVC058AH	REMOTE SITE		
66	SVC059AH	DISPATCH SITE		
12	SVC061AD	ASTRO25 STATIONS		
6	SVC062AD	ASTRO25 OPERATOR POSITIONS		
6	SVC261AA	CONVENTIONAL SITE		
6	SVC262AA	CONVENTIONAL STATION		
6	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$565.37	\$13,568.88
6	SVC244AA	CONVENTIONAL SITE		
6	SVC455AF	SITE		
12	SVC811AG	PTP800 SERIES		
1	SVC920AG	PRIME SITE		
6	SVC921AG	REMOTE SITE		
2	SVC922AG	DISPATCH SITE		
1	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$820.80	\$19,699.20
6	SVC086AH	PRIME SITE		
6	SVC087AH	REMOTE SITE		
2	SVC088AH	DISPATCH SITE		
6	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$672.21	\$16,133.04
1	SVC139AA	CONVENTIONAL SITE		
6	SVC178AH	PRIME SITE		
6	SVC179AH	REMOTE SITE		
1	SVC180AH	DISPATCH SITE		
1	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$444.24	\$10,661.76
6	SVC147AH	PRIME SITE		
1	SVC148AH	REMOTE SITE		
6	SVC149AH	DISPATCH SITE		
6	SVC850AA	SITE PM ACCESS A		

	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$299.34	\$7,184.09
6	SVC455AF	SITE		
12	SVC806AG	PTP UNITS 1-50		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$7,890.43	\$247,832.32
6	SVC218AC	ONSITE INFRASTRUCTURE RESPONSE-SITE		
1	SVC971AG	PRIME SITE		
6	SVC972AG	REMOTE SITE		
2	SVC973AG	DISPATCH SITE		
	SVC01SVC2007C	GEN DYN ANALYZER CALIBRATION/MAINTENANCE	\$2,869.25	\$10,400.00
	SVC01SVC2012C	DIAGNOSTX BOX SUPPORT/MAINTENANCE	\$408.34	\$9,800.16
1				
	SVC02SVC0127A	NICE GOLD PACKAGE	\$3,884.92	\$93,238.08
1		SITE(S)		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$1,658.33	\$39,799.92
1		SITE(S)		
	SVC02SVC0349A	ARAR DRG 1ST YR WARR	\$3,322.92	\$79,750.15
6		SITE(S)		
	SVC04SVC0016C	SECURITY UPDATE SERVICE	\$368.28	\$8,838.72
12	SVC335AH	WINDOWS CLIENT		
1	SVC336AH	DISPATCH SITE		
	SVC04SVC0175A	SYSTEM UPGRADE AGRMT-SITE	\$6,773.36	\$162,560.64
6	SVC031AG	RF/SIMULCAST SITES		
1	SVC032AG	SMA DISPATCH SITES		
14	SVC033AG	SMA CONSOLE OPS		
1	SVC034AG	SMA NICE LOGGERS		
66	SVC053AG	TRUNKING RF STATIONS		
1	SVC054AG	ARCHIVING INTERFACE SERVER		
2	SVC055AG	LOGGER CLIENTS OR PLYBK PC		
1	SVC064AG	SMA/SUA PRIME SITE		
2616	SVC076AG	HARDWARE REFRESH		
1	SVC163AG	REGIONAL PARTNER OPTION		
6	SVC545AG	CONV RF STATIONS/RECEIVERS		

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services \$37,597.31 \$902,335.44

Subtotal - One-Time Event Services \$.00 \$.00

Total \$37,597.31 \$902,335.44

Taxes - -

Grand Total \$37,597.31 \$902,335.44

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
------------------	------	-------

MSI- T4 SUA UPGRADE OPERATIONS (CB704)	LAWRENCE VILLE	GA
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MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
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MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
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MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
-------------------------------------	------------	----

MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBUR G	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBUR G	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBUR G	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
LOCUS DIAGNOSTICS LLC	WEST MELBOURNE	FL
RADIO COMMUNICATION SERVICE — GVM (0216526)	FLORENCE	SC
NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Raven McConnaghy

803 407-5607

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Florence County Sheriff
Contract Number: S00001026417
Contract Modifier: RN25-MAY-16 08:57:21
Contract Start Date: 07/01/2016
Contract End Date: 06/30/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Florence County FY17-FY18 Maintenance Cost

July 1, 2016 - June 30, 2018



		Est. Taxes
Tech Support	\$ 16,133.04	\$ 194
Dispatch	\$ 13,568.88	\$ 163
Network Monitoring	\$ 19,699.20	\$ 236
On Site Response	\$ 265,678.17	\$ 3,188
Network Preventative Maintenance	\$ 10,661.76	
On Site Response for Astro P25 Infr, Dispatch, Conv First Echelon Support of NICE/Cambium	\$ 255,016.41	
NICE	\$93,238.08	\$ 1,119
Infrastructure Repair with Advanced Replacement - P25 System	\$ 182,868.48	\$ 2,194
Microwave - Infrastructure Repair with Advanced Replacement - Cambium	\$ 79,750.15	\$ 957
SUA (with flashes)	\$ 162,560.64	\$ 1,951
SUA Install	\$ 39,799.92	\$ 478
Security Update Service	\$ 8,838.72	\$ 106
DiagnostX Box Support/Maintenance	\$ 9,800.16	\$ 118
General Dynamics Analyzer Calibration and Maintenance	\$ 10,400.00	\$ 125
Total	902,335.44	

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.

Florence County FY17-FY18 Maintenance Cost
July 1, 2016 - June 30, 2018

SERVICE		DESCRIPTION	COST
Technical Support		The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues.	\$ 16,133
Dispatch Service		The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System. Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.	\$ 13,569
Network Monitoring		Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continue monitoring the Event for further development, attempt remote Restoral, or transfer the Event by opening a Case for dispatch of a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System. Also monitors loggers.	\$ 19,699
On Site Response	Astro P25 System	24X7X365 response for 11 channel 6 site Astro system. Service provided by certified service technicians. Services includes responding to system failures reported from customers and remote monitoring systems. Coverage also includes annual Network Preventive Maintenance. This service includes, but is not limited to the verification and adjustments to power output, frequency and modulation to insure the system meets manufacturers specifications. Service also includes antenna line sweep to diagnose antenna line integrity. Provide point of contact which includes escorting and managing outside vendors	\$ 265,678
	Dispatch Centers	24X7X365 response for the Dispatch Center located in Effingham. Service provided by certified service technicians. Services includes responding to system failures reported from customers and remote monitoring systems. Coverage also includes annual Network Preventive Maintenance. Coverage also includes minor reprogramming of console positions.	
	Microwave	24X7X365 response for Microwave transport system connectivity. Services includes responding to system failures reported from customers and remote monitoring systems. Coverage also includes annual Network Preventive Maintenance. This service includes, but is not limited to the verification and adjustments to power output, frequency and modulation to insure the system meets manufacturers specifications. Notify customer if path issues arise due to off site obstructions such as trees, buildings etc.	
	NICE Loggers	24X7X365 response for Dispatch Center located in Effingham. Service provided by certified service technicians. Services includes first echelon responding to system failures reported from customers and remote monitoring systems. Coverage also includes minor reprogramming of console positions.	

Florence County FY17-FY18 Maintenance Cost
July 1, 2016 - June 30, 2018

SERVICE	DESCRIPTION	COST
Conventional Repeater system	24X7X365 response Conventional Repeater System. Service provided by certified service technicians. Services includes responding to system failures reported from customers . Coverage also includes annual Preventive Maintenance. This service includes, but is not limited to the verification and adjustments to power output, frequency and modulation to insure the system meets manufacturers specifications. Provide point of contact which includes escorting and managing outside vendors	
NICE Loggers (Hardware Repair)	All NICE maintenance packages include telephone and remote support coverage, one site support, remote diagnosis, escalation and repair and replacement of failed parts. The premium services, gold and platinum, offer 24 x 7 telephone and remote support and on site support. Includes software upgrades. Also covers all hardware associated with the loggers	\$ 93,238
Infrastructure Repair with Advanced Replacement (Hardware Repair)	Infrastructure Repair is a repair service for Motorola and select third party Infrastructure. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible. When available, Motorola will provide Customer with an Advanced Replacement unit(s) or Field Replaceable Unit "FRU(s)" in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.	\$ 182,868
Cambium Microwave (Hardware Repair)	Microwave Hardware Repair is a repair service for Motorola and select third party Infrastructure. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.	\$ 79,750

Florence County FY17-FY18 Maintenance Cost
July 1, 2016 - June 30, 2018

SERVICE	DESCRIPTION	COST
System Upgrade Agreement & Implementation Services	<p>Provides one major software upgrade annually, known as a "system release upgrade". The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab every 6 months to 12 months. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase.</p> <p>The following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.</p> <p>The following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:</p> <p>Servers PC Workstations Routers LAN Switches</p> <p>The following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:</p> <p>GTR 8000 Base Stations GCP 8000 Site Controllers GCM 8000 Comparators GTR 8000 Conventional / Satellite Receiver MCC 7500 Console Operator Positions ASTROTAC Comparators Conventional Channel Gateways (CCGW) PSC 9600 Site Controllers *Includes Labor</p>	\$ 202,361
Security Update Service	<p>Security Update Service provides updates of the latest anti-virus definition, intrusion signature files and OS Patches that have been pre-tested on a Motorola test system to ensure they do not interfere with radio system functionality. Pre-tested updates will be made available as necessary, however, an outbreak of malicious code that is deemed a significant threat to the Astro 25 radio network will cause a priority test cycle to occur which will release anti-virus definition updates within 24 hours.</p>	\$ 8,839
DiagnostX Box	<p>DiagnostX Boxes support - Maintenance and support for boxes that provide over the air subscriber diagnostics to find out of tune subscribers without having to have the radios brought in to be read.</p>	\$ 9,800.16
General Dynamics Analyzer Calibration and Maintenance	<p>Annual calibration of General Dynamics spectrum analyzer used to test and troubleshoot to ensure equipment is running at optimal levels.</p>	\$ 10,400.00
TOTAL		\$ 902,335

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Reports to Council

DEPARTMENT: IT Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council To Authorize The Sole Source Purchase Of Kaspersky Security Software Licenses and Service Agreements From SHI of Sommerset, NJ In The Amount Of \$54,987.83 (Including Tax) From The FY 2015-2016 Budgeted Funds.

POINTS TO CONSIDER:

- 1) SHI is the only vendor that is registered with the manufacturer Kaspersky to receive a special discount on this software.
- 2) This discount is offered to no other vendor.

FUNDING FACTORS:

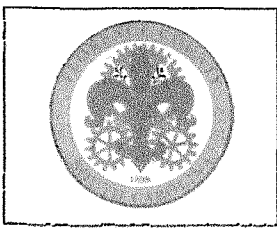
\$54,987.83 = Total Amount to be funded by the FY 2015-2016 budget line item 10-411-427-000-6400.

OPTIONS:

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

ATTACHMENTS:

- 1) Sole Source approval memo to the Administrator from the Procurement Director dated June 7, 2016.
- 2) Sole Source letter from Kaspersky dated June 7, 2016.
- 3) Quote from SHI dated May 24, 2016.



Florence County Government
Procurement Department

To: K. G. (Rusty) Smith, County Administrator

From: Patrick D. Fletcher, Procurement Director

Cc: Suzanne King, Administrative Services Director

Subject: **APPROVAL REQUEST FOR SOLE SOURCE PURCHASE**

Date: June 7, 2016

The IT Department is requesting a sole source purchase from SHI of Somerset, NJ to purchase a variety of Kaspersky Security Software Licenses and Service Agreements for the County. SHI is the only vendor that is registered with the manufacturer Kaspersky to receive a special discount on this software. This discount is offered to no other vendor.

I am attaching the sole source letter from Kaspersky indicating that SHI is the only registered vendor and the quote from SHI in the amount of \$54,987.83

This purchase will be made by means of the General Fund for IT.

I request your approval for this sole source purchase in accordance with Section 11.5-37 of the Procurement Ordinance.

Approved:

K. G. (Rusty) Smith
County Administrator

June 7, 2016

Hi Patrick,

Per our discussion earlier, the pricing you have received from our Gold Partner, SHI, has been discounted significantly with our Deal Registration process. All other vendors will not receive the discounts that SHI received and was able to pass on to Florence County and therefore SHI will have the best pricing available to you. If you have any questions or need any further information, please do not hesitate to reach out to myself. Thanks.

Regards,
Sanj



Sanjeev Shah | Manager, SMB Sales - East | Kaspersky Lab

Direct: 781-503-2656 | 866-328-5700 x2656 | Sanjeev.Shah@kaspersky.com
500 Unicorn Park Woburn, Massachusetts 01801 USA



Pricing Proposal

Quotation #: 11615198
Description: Kaspersky(2)
Created On: May-24-2016
Valid Until: Jun-23-2016

County of Florence SC

Robert Franks
180 N Irby St
Florence
SC
29501
Phone: (843) 665-3002
Fax: (843) 665-4515
Email: rfranks@florenceco.org

Account Representative

Ryan Shomers
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-715-3197
Fax: 732-868-8055
Email: ryan_shomers@shi.com

**not listed per Ryan on state contract*

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Kaspersky Total Security for Business - Subscription license (3 years) - 1 node - EDU, volume, GOV - level V (1000-1499) - English - Canada, United States Kaspersky Labs - Part#: KL4869AAVTE	1200	\$31.12	\$37,344.00
2 Kaspersky Maintenance Service Agreement Plus - Technical support - 1 certificate - 3 years - 36 incident - response time: 8 h - United States Kaspersky Labs - Part#: KL7127ALZTZ	1	\$3,878.34	\$3,878.34
3 Kaspersky Security for Virtualization - Subscription license (3 years) - 1 virtual server - EDU, volume, GOV - level S (150-249) - English - Canada, United States Kaspersky Labs - Part#: KL4251AASTE	150	\$51.52	\$7,728.00
4 Remote Kickoff Total Security 8Hr Kaspersky Labs - Part#: KL7295ALZZS	1	\$1,964.32	\$1,964.32
Total			\$50,914.66

Additional Comments

To process your order, you can e-mail your request to southeastteam@shi.com. You can also fax it to 732-668-8055. Please include a contact e-mail address on all orders, as this is required by most vendors. For any additional pricing, order status, or customer service issues, please feel free to contact us 800-715-3197 and someone will be happy to assist you.

SHI Fed ID# 22-3009648

SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of government priced software and hardware...including, but not limited to- Microsoft, Symantec, Adobe, Trend Micro, Citrix, Nuance, McAfee, LANDesk, Intel, Cisco, HP, IBM, VMware and more.

Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

1. Attached unit is recommended to be declared surplus by the using department.
2. The unit has little value or is obsolete to the using department.
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>
VS111	CHEVROLET	TRAIL BLAZER	2007	120,520	1GNDS13S572259541
VS275	DODGE	CHARGER	2010	107,266	2B3AA4CT2AH199274
V2132	FORD	F-350 AMBULANCE	2008	154,976	1FDWF36R58EE18886

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Sheriff's Office
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 37-15/16 For The Replacement Of A Boiler And Controller At The Sheriff's Office To Combustion Services, Inc. Of Taylors, SC In The Amount of \$88,987.00 From The Capital Project Sales Tax II Funds. *(2 Compliant Bids Received)*.

POINTS TO CONSIDER:

- 1) Bid No. 37-15/16 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter On May 17, 2016. A pre-bid meeting was held on May 25, 2016 and the bid opening was held on June 2, 2016.
- 2) Two (2) bids were received; Two (2) bids were compliant. Combustion Services, Inc. was the lowest responsible, responsive bidder.
- 3) The Sheriff's Office recommends awarding the low bidder.
- 4) The bid expires September 2, 2016.

FUNDING FACTORS:

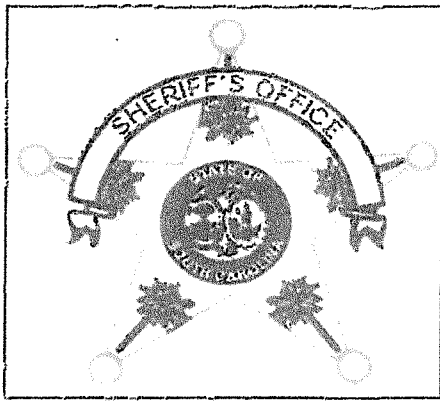
- 1) \$\$88,987.00 = Total amount funded from Capital Project Sales Tax II under line item 332-421-421-110-8600-5021.

OPTIONS:

- 1) Award Bid No. 37-15/16*(Recommended)*.
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Recommendation Letter from the Sheriff's Office dated June 7, 2016.
- 2) Bid Tabulation Sheet.



Florence County Sheriff's Office

To: Patrick Fletcher
Procurement Director

From: Kenney Boone *WKB*
Sheriff of Florence County

Date: June 7, 2016

Re: Request to Award Bid

Please accept this memo as an official request to award the bid for the boiler for the Detention Center to CSI, Inc. in the amount of \$88,987.00.

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

CC: Mrs. Suzanne King, Administrative Services Director
Mr. Kevin Yokim, Finance Director

Florence County, South Carolina
Project: Boiler and Controller for
the FCSO

Bid Opening Date: 6/2/2016
Time: 3:00 p.m.

Tabulation for Bid No. 37-15/16

Name of Bidder	Bid Bond (Y/N)	Primary Bid**	Maximum Local 5% Deduction*	Primary Bid w/Local Deduction
Combustion Services, Inc. - Taylor, SC	Yes	\$88,987.00	N/A	\$88,987.00
Cayce Company, Inc. - Florence, SC*	Yes	\$107,574.00	-\$5,378.70	\$102,195.30

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 COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Treasurer's Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration Of One (1) Two-Piece Wooden Built In Cabinet As Surplus Property For Disposal Through Public Internet Auction Via Govdeals.

POINTS TO CONSIDER:

1. The cabinet is obsolete to the using department.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.
4. 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 provided.
2. Provide alternate instructions.

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Windy Hill Fire Station
Procurement Department

ISSUE UNDER CONSIDERATION: Request For Council To Award Bid No. 38-15/16 For A 2011-12 Used Kovatch Mobile Equipment Fire Truck In The Amount Of \$490,000.00 To Lexington County, SC To Be Funded From CPST II and Windy Hill Fire Department Funds. *(1 Compliant Bid Received).*

POINTS TO CONSIDER:

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, May 17, 2016. The bid opening was held on Tuesday, May 31, 2016.
- 2) One (1) bid was received; One (1) bid was compliant. County of Lexington of Lexington, SC was the lowest responsible, responsive bidder.
- 3) Sam Brockington, Florence County Fire-Rescue Coordinator recommends awarding to the low bidder.
- 4) The bid expires July 31, 2016.

FUNDING FACTORS:

\$490,000.00 = Total amount funded from CPST II and Windy Hill Fire Department funds.

OPTIONS:

- 1) Approve as presented. *(Recommended).*
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Recommendation Letter from Sam Brockington, Fire/Rescue Coordinator dated May 31, 2016.
- 2) Bid Tabulation Sheet.



Florence County

South Carolina

May 31, 2016

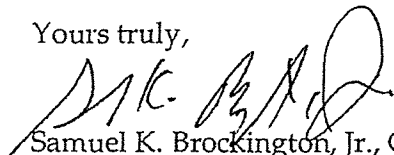
Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

I have reviewed the bid for the Windy Hill Fire Department from Lexington County and find the proposal to meet the intent of the fire apparatus and equipment for the Capital Project Sales Tax II and I further recommend they purchase this used KME Tower-Ladder. The specifications for this fire truck are appropriate for their needs and the cost is reasonable based on industry standards. Furthermore, I have discussed this with Chief John DeLung and he recommends we purchase this fire truck.

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

Yours truly,


Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

Florence County, SC
2011-12 Kovatch Mobile Equipment (KME) Fire Truck
Bid No. 38-15/16

Bid Opening: 5/31/16 @ 11:00 a.m.

Company	Bid Amount**
County of Lexington	\$490,000.00

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

**Bid includes sales tax

FLORENCE COUNTY COUNCIL MEETING

June 16, 2016

AGENDA ITEM: Other Business
Council District #3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$10,500.00 from Council District #3 funding allocations to pay for 6" MBC Stone for Mayberry Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Alphonso Bradley

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council