AGENDA WITH ADDITIONS
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, APRIL 19, 2018
9:00 A. M.

I. CALL TO ORDER: KENT C. CAUDLE, CHAIRMAN

II. INVOCATION: WAYMON MUMFORD, SECRETARY/CHAPLAIN

III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG: WILLARD DORRIETY, JR., VICE CHAIRMAN

IV. WELCOME: KENT C. CAUDLE, CHAIRMAN

V. MINUTES:

MINUTES OF THE MARCH 15, 2018 REGULAR MEETING
Council Is Requested To Approve The Minutes Of The March 15, 2018 Regular Meeting Of County Council.
VI. **PUBLIC HEARINGS:**
Council will hold public hearing on the following:

A. **RESOLUTION NO. 12-2017/18**
   A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Paisley Road (End Section) In The Lake City Area Of Florence County.

B. **ORDINANCE NO. 26-2017/18 (Company Requests Deferral To May 17th)**
   An Ordinance Authorizing (1) The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Meadowlark, To Provide For Special Source Revenue Credits; (2) The Inclusion Of Property To Be Owned Or Operated By Project Meadowlark In A Joint County Industrial Park; And (3) Other Matters Related Thereto.

C. **ORDINANCE NO. 27-2017/18**
   An Ordinance Authorizing A Fee In Lieu Of Tax Agreement Between Florence County, South Carolina And Project Care, Providing For The Payment Of A Fee In Lieu Of Taxes And Other Matters Related Thereto.

VII. **APPEARANCES:**

A. **ELLEN HAMILTON – PEE DEE COALITION**
   Ms. Hamilton Requests To Appear Before Council To Introduce A New Representative, Briefly Address That April Is Sexual Assault Awareness And Child Abuse Prevention Month, And Share An Exciting New Expansion Effort For The Durant Children’s Center.

B. **JENNIFER KING, PD REALTORS & MRS. KEON ALDRICH, EXP REALTY**
   Ms. King And Mrs. Aldrich Request To Appear Before Council To Provide A 2017 ‘Year In Review’ And A 2018 Year To Date Update On The Status Of The Housing Market In Florence County.

C. **CHARLES M. MACNEIL - PDRTA**
   Mr. MacNeil Requests To Appear Before Council To Provide A Report Of The Year-To-Date Trip Activity Of Pee Dee Regional Transit Authority (PDRTA) Services In Florence County And Its Plans For FY2019.
D. **CECILIA L. MEGGS, EX. DIR. – LIGHTHOUSE MINISTRIES**
April Is Child Abuse Prevention Month And Ms. Meggs Requests To Appear Before Council To Present Information About The Programs Offered By Lighthouse Ministries To Support Child Abuse Prevention.

VIII. **COMMITTEE REPORTS:**
(Items assigned to the Committees in italics.)

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

- November 2013  **Capital Project Sales Tax**
- August 18, 2016 **County Software System**
- March 15, 2018 **IT Restructuring**

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

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

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

- **Litter**

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

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

- January 17, 2013  **City-County Conference Committee**

IX. **RESOLUTIONS/PROCLAMATIONS:**

A. **RESOLUTIONS OF RECOGNITION**
Resolutions Of Recognition For The 2018 Kings Academy “Lions” Sporting Clays Ladies’ Team For Earning The 2018 SCISA Sporting Clays State Runner-Up Title, The Men’s Team For Earning The 2018 SCISA Sporting Clays State Championship, And The Coaches.
B. **RESOLUTION NO. 12-2017/18 (Public Hearing)**
A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Paisley Road (End Portion) In The Lake City Area Of Florence County.

C. **RESOLUTION NO. 13-2017/18**
A Resolution Identifying A Project To Satisfy The Requirements Of Title 12, Chapter 44 Of The South Carolina Code, So As To Allow Investment Expenditures Incurred By A Company Known To The County As Project Care To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Tax Arrangement With Florence County, South Carolina; And Other Matters Related Thereto.

D. **RESOLUTION NO. 14-2017/18**
A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of One Additional Participant In The South Carolina Procurement Card Program.

X. **ORDINANCES IN POSITION:**

A. **THIRD READING**

1. **ORDINANCE NO. 02-2017/18**
An Ordinance To Convey Approximately .04 Acres Of Property Located At 153 E. Main Street, A Portion Of TMP# 80028-02-001 To City Of Lake City In Order To Make Street Improvements At The Intersection Of E. Main Street And S. Church Street Contingent Upon Relocation Of The Rotary Clock At Said Intersection By The City Of Lake City To A Location Determined By Florence County.

2. **ORDINANCE NO. 16-2017/18 (Third Reading Deferral)**
An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of Fee-In-Lieu Of Ad Valorem Taxes Agreements By And Between Florence County, South Carolina And Certain Companies As Sponsor And Sponsor Affiliate, Respectively, Identified Collectively For The Time Being As Project Fig, To Provide For Fee-In-Lieu Of Ad Valorem Taxes Incentives And Certain Special Source Revenue Credits; And Other Related Matters.
3. **ORDINANCE NO. 23-2017/18**
   An Ordinance To Rezone Property Owned By Dion Cooper And Annie Goodrum Located On 419 Green Haven Avenue, Lake City, SC, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 008; Consisting Of Approximately 0.178 Acres From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto.
   *(Planning Commission Approved 6 – 0)(Council District 1)*

4. **ORDINANCE NO. 24-2017/18**
   An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

5. **ORDINANCE NO. 25-2017/18**
   An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Williamsburg County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

B. **SECOND READING**
1. **ORDINANCE NO. 38-2014/15 (Second Reading Deferral)**
   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. 26-2017/18**
   An Ordinance Authorizing (1) The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Meadowlark, To Provide For Special Source Revenue Credits; (2) The Inclusion Of Property To Be Owned Or Operated By Project Meadowlark In A Joint County Industrial Park; And (3) Other Matters Related Thereto.

   An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Project Care (The “Company”) And Florence County, South Carolina (The “County”) And Project Care, Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company Providing For The Payment By The Company Of Certain A–Fee-In-Lieu Of Ad Valorem Taxes And Other Matters Related Thereto.

C. **INTRODUCTION**

1. **ORDINANCE NO. 28-2017/18**
   An Ordinance To Rezone Property Owned By Florence County Located On W. Main Street, Timmonsville SC, As Shown On Florence County Tax Map No. 70013, Block 01, Portions Of Parcels 001 And 002; Consisting Of Approximately 1.48 Acres From Single Family Residential District (R-3) To General Commercial District (B-4); And Other Matters Related Thereto.
   *(Planning Commission Approved 7 – 0)(Council District 4)*

2. **ORDINANCE NO. 29-2017/18**
   An Ordinance To Rezone Property Owned By Jeffery A. Weekfall Located On 304 E. Fifth Avenue, Pamplico, SC, As Shown On Florence County Tax Map No. 60006, Block 10, Parcel 016; Consisting Of Approximately 0.384 acres From Multi-Family Residential District (R-5) To Rural Community District (RU-1); And Other Matters Related Thereto.
   *(Planning Commission Approved 7 – 0)(Council District 2)*

3. **ORDINANCE NO. 30-2017/18**
   An Ordinance To Ratify FY18 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.
4. **ORDINANCE NO. 01-2018/19**
An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

5. **ORDINANCE NO. 31-2017/18 (Addition)**
An Ordinance Approving A Process To Recognize The Inclusion Of The Area Of The West Florence Rural Volunteer Fire District, Created By Ordinance No. 31-2006/07, Into The Florence County Fire Protection District, Created By Ordinance No. 18-2013/14.

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

A. **BOARD OF ZONING APPEALS**

B. **FINANCE ADVISORY COMMITTEE**
Appoint Alan N. Walden To Serve On The Unified Fire District Finance Advisory Committee To The Fire/Rescue Services Coordinator, Representing The Windy Hill Fire District.

XII. **REPORTS TO COUNCIL:**

A. **ADMINISTRATION**

1. **MONTHLY FINANCIAL REPORTS**
Monthly Financial Reports Are Provided To Council For Fiscal Year 2018 Through February 28, 2018 As An Item For The Record.
2. **JOHNSONVILLE MAGISTRATE’S OFFICE LEASE**
   Approve the execution of a lease agreement between Florence County and Roger N. Langley for lease of property located at 1114 East Broadway Street, Johnsonville, SC currently being used as the Johnsonville Magistrate’s Office in a monthly lease amount of $500 for a period of five years with an option for an additional five year term.

B. **ADMINISTRATION/FINANCE/SOLICITOR**
   **LEASE EXTENSION ADDENDUM WITH FMU**
   Authorize the County Administrator to execute a lease extension addendum with the Francis Marion University Education Foundation for office space in the Old Post Office located at 201 West Evans Street with an expiration of December 31, 2018 in the amount of $5,372.91 per month.

C. **EMERGENCY MANAGEMENT DEPARTMENT**
   **RADIO COVERAGE ENHANCEMENT**
   Authorize the purchase of a bi-directional amplifier to enhance radio coverage for SROs in the Johnsonville High School in an amount not to exceed $26,500 from First Responder Inoperability Grant Funds.

D. **EMS**
   **BUDGET NEUTRAL SALARY INCREASE**
   Authorize budget neutral salary increases for three positions in the Emergency Medical Services Department: Clerk III – Slot 13, Secretary III – Slot 14 and Maintenance and Logistics Coordinator – Slot 54.

E. **PROCUREMENT**
   **DECLARATION OF SURPLUS PROPERTY**
   Declare two (2) vehicles, one (1) trailer, and one (1) motorgrader as surplus property for disposal through public internet auction via GovDeals.
F. PUBLIC WORKS/PROCUREMENT

**AWARD BID NO. 30-17/18**
Award Bid No. 30-17/18, Dirt Road Paving For District 4 Roads (Phase II) In The Amount Of $361,846.00 To C. R. Jackson Of Florence, SC From The Capital Project Sales Tax II Funds. *(2 Compliant Bids Received)*

G. SHERIFF’S OFFICE

**BUDGET NEUTRAL SALARY INCREASES**
Authorize Budget Neutral Salary Increases Of More Than 5% In Salary For One Promotion In The Sheriff’s Office (Slot 110-120) And One Promotion In The Detention Center (Slot 200-160) To Be Funded From FY18 Budgeted Funds.

H. SHERIFF’S OFFICE/DETENTION CENTER

**BUDGET NEUTRAL SALARY INCREASE**
Authorize A Budget Neutral Salary Increase Of More Than 10% Above The Minimum For A Position In The Detention Center (Slot 200-170) To Be Funded From FY18 Budgeted Funds.

I. PROCUREMENT (Addition)

**CONTRACT FOR CEI SERVICES - HDR ENGINEERING INC.**
Authorize HDR Engineering, Inc. From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Dirt Road Paving Projects In District 4 In The Amount Of $48,500 To Be Funded From Capital Project Sales Tax II Funds.

J. ADMINISTRATION/PROCUREMENT (Addition)

**RFP AWARD**
Award RFP No. 19-17/18, For Design-Build Services For A New EMS Station To Be Located At 400 Ball Park Road, Timmonsville, SC And A New Community Center To Be Located At 150 W. Main Street, Timmonsville, SC To Thompson Turner Construction Of Sumter, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.
XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

LYNCHES RIVER (TIMMONSVILLE) ATHLETIC COMPLEX
Approve The Expenditure In An Amount Up To $2,600 From Council District 4 Infrastructure Funding Allocation To Purchase An Ice Machine For The Canteen Located At The Lynches River (Timmonsville) Athletic Complex.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

MACK’S LAKE ROAD
Approve The Expenditure Of Up To $3,000 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone To Be Put On Mack’s Lake Road.

C. INFRASTRUCTURE (Additions)

1. TIMMONSVILLE RESCUE SQUAD
Approve The Expenditure Of Up To $8,000 From Council District 4 Infrastructure Funding Allocation To Assist The Timmonsville Rescue Squad With The Replacement Of The Engine In Rescue Vehicle T-21.

2. ELMER DELARA
Approve The Expenditure Of Up To $3,000 From Council District 9 Infrastructure Funding Allocation To Pay For Hand Work By Elmer Delara To Clear Vegetation And Debris In Ditches On Bedford Lane And Between Thicket Place And Stoneybrook Terrace.

D. ROAD SYSTEM MAINTENANCE FEE (RSMF) (Addition)

TOWN OF COWARD
Approve The Expenditure Of Up To $1,900.80 From Council District 5 Road System Maintenance Fee (RSMF) Funding Allocation For 40’ Of 36” Double Wall Plastic Pipe To Be Used In An Outfall Ditch Crossing Lamar Matthews Lane Off Of Friendfield Road In Coward, SC; If The Pipe Is Not Replaced It Will Cause Extensive Flooding In The Town Of Coward.
XIV. **EXECUTIVE SESSION:**

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

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XV. **INACTIVE AGENDA**

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XVI. **ADJOURN:**
AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the March 15, 2018 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, MARCH 15, 2018, 9:00 A.M., COUNTY COMPLEX,
COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA

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

ABSENT:
Willard Dorriety, Jr., Vice Chairman

ALSO PRESENT:
County Auditor Wayne Joye
Coroner Keith Lutcken
Clerk of Court Doris P. O’Hara
Chief Deputy Glen Kirby
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Dusty Owens, EMD Director
Ryon Watkins, EMS Director
Ronnie Pridgen, Parks & Recreation Department Director
Jack Newsome, Tax Assessor
Shawn Brashear, Planning Director
Patrick Fletcher, Procurement Director
Jamie Floyd, Deputy Tax Assessor
Dale Rauch, Senior Facilities Coordinator
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Perry Strickland, Assistant to the Administrator
David Alford, Voter Registration/Elections Director
Alan Smith, Library Director
John Crouse, Florence County Sheriff’s Office
Debra Dennis, Deputy Auditor
Andrew Boardwine, Morning News Staffwriter
Kiahnna Patterson, WBTW TV13 Reporter
A notice of the regular meeting of the Florence County Council appeared in the March 14, 2018 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 Caudle called the meeting to order. Secretary/Chaplain Mumford provided the invocation and Councilman DeBerry led the Pledge of Allegiance to the American Flag. Chairman Caudle welcomed everyone attending the meeting.

**APPROVAL OF MINUTES:**
Councilman Schofield made a motion Council Approve The Minutes Of The February 15, 2018 Regular Meeting Of County Council. Councilman Springs seconded the motion, which was approved unanimously.

**PUBLIC HEARINGS:**
The Clerk published the titles and the Chairman declared the Public Hearings opened for the following:

**RESOLUTION NO. 09-2017/18**
A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Jennie Road Located In The Lake City/McKenzie Crossroads Area.

**ORDINANCE NO. 24-2017/18**
An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

**ORDINANCE NO. 25-2017/18**
An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Williamsburg County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

**APPEARANCES:**
There Were No Appearances.
COMMITTEE REPORTS:

COMMITTEE ON EDUCATION, RECREATION, HEALTH & WELFARE
Committee Chairman Springs stated that since the work of the Long Term Recovery Group was complete, this item would be reported out of Committee.

PUBLIC HEARINGS:
There being no 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.)

RESOLUTIONS/PROCLAMATIONS:

DISABILITIES AWARENESS MONTH PROCLAMATION
The Clerk published in its entirety A Proclamation To Proclaim The Month Of March 2018 As Disabilities Awareness Month In Florence County. Councilman Mumford made a motion Council approve the Proclamation as presented. Councilman Kirby seconded the motion, which was approved unanimously. Councilman Mumford presented Jackie Hoch and Chrissie McLeod, clients of the DSN, with a framed Proclamation. Ms. Hoch and Ms. McLeod provided updates on programs and activities at the DSN and expressed appreciation to Council for the recognition and support.

RESOLUTION OF APPRECIATION AND RECOGNITION
The Clerk published in its entirety A Resolution Of Appreciation And Recognition To Recognize The Long Term Recovery Group For Exemplary Conduct In Serving The Citizens Of Florence County And Devotion To Preserving The Lives And Property Of Our Citizens. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously. Councilman Mumford presented members of the Long Term Recovery Group with framed Resolutions. Mr. Lou Palm, Eastern South Carolina Chapter of the American Red Cross, expressed appreciation for the recognition. He stated that the Long Term Recovery Group experienced great partnership during their efforts to assist those who were hardest hit by the storm. Reverend Mike Henderson stated that he had the opportunity to try to work with other counties in the State on these type projects, but he wanted to commend Florence County for allowing the group to accomplish what was needed. The Group received much support from every office they dealt with in Florence County. Chairman Caudle thanked the group for their meritorious service.

RESOLUTION NO. 09-2017/18
The Clerk published the title of Resolution No. 09-2017/18: A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Jennie Road Located In The Lake City/McKenzie Crossroads Area. Councilman Springs made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.
RESOLUTION NO. 10-2017/18
The Clerk published the title of Resolution No. 10-2017/18: A Resolution Establishing A Boat Guide Rate Program At Lynches River County Park And Establishing Fees And Policy For The Program. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman DeBerry seconded the motion, which was approved unanimously.

RESOLUTION NO. 11-2017/18
The Clerk published the title of Resolution No. 11-2017/18: A Resolution Designating April 2018 As Fair Housing Month. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Bradley seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 02-2017/18 – THIRD READING DEFERRED
The Chairman stated Third Reading of Ordinance No. 02-2017/18 would be deferred: An Ordinance To Convey Approximately .04 Acres Of Property Located At 153 E. Main Street, A Portion Of TMP# 80028-02-001 To City Of Lake City In Order To Make Street Improvements At The Intersection Of E. Main Street And S. Church Street Contingent Upon Relocation Of The Rotary Clock At Said Intersection By The City Of Lake City To A Location Determined By Florence County.

ORDINANCE NO. 16-2017/18 – THIRD READING DEFERRED
Chairman Caudle stated Third Reading of Ordinance No. 16-2017/18 would be deferred: An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of Fee-In-Lieu Of Ad Valorem Taxes Agreements By And Between Florence County, South Carolina And Certain Companies As Sponsor And Sponsor Affiliate, Respectively, Identified Collectively For The Time Being As Project Fig, To Provide For Fee-In-Lieu Of Ad Valorem Taxes Incentives And Certain Special Source Revenue Credits; And Other Related Matters.

ORDINANCE NO. 22-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 22-2017/18: An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Charles Ingram Lumber Co., Inc. To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Provision Of Special Source Revenue Credits Thereunder, And Other Matters Related Thereto. Councilman Schofield 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
The Chairman stated Council was asked to defer Second reading of Ordinance No. 38-2014/15: 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. 23-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 23-2017/18: An Ordinance To Rezone Property Owned By Dion Cooper And Annie Goodrum Located On 419 Green Haven Avenue, Lake City, SC, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 008; Consisting Of Approximately 0.178 Acres From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto. Councilman Springs made a motion Council approve Second Reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 24-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 24-2017/18: An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. Councilman Mumford made a motion Council approve Second Reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

ORDINANCE NO. 25-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 25-2017/18: An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Williamsburg County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. Councilman Springs made a motion Council approve Second Reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.
ORDINANCE FOR INTRODUCTION
The Clerk published the title and the Chairman declared the following Ordinance Introduced By Title Only:

ORDINANCE NO. 26-2017/18 – INTRODUCED BY TITLE ONLY
An Ordinance Authorizing (1) The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Meadowlark, To Provide For Special Source Revenue Credits; (2) The Inclusion Of Property To Be Owned Or Operated By Project Meadowlark In A Joint County Industrial Park; And (3) Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

PEE DEE REGIONAL TRANSPORTATION AUTHORITY
Councilman Mumford made a motion Council Approve The Re-Appointment Of Tyron Jones To Serve On The Pee Dee Regional Transportation Authority (PDRTA) Board of Directors, With Appropriate Expiration Term. Councilman Bradley seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION
ADMINISTRATOR’S REPORT
Mr. Smith reported that Council was provided with the detailed updates for the Capital Project Sales Tax I and II projects, as well as the updates from the Planning Department, which included projects in plan review, jobs under construction, zoning requests and reports from engineering and 911 addressing. Council was also provided notes from the department heads. Mr. Smith advised that the next meeting of the department heads was scheduled for Wednesday morning, March 28th.

He stated we continued to make considerable progress with the CPST I projects. As was reported in February, all Sections of work on US 378 were substantially complete and had been opened to traffic.

Construction was substantially complete on the US 76 project and all lanes had been opened to traffic with final drainage items currently being completed. Right of Way acquisition had started on the alternate truck route for US 76 in the Town of Timmonsville and construction would start in summer 2018.

Construction on the TV Road widening project was substantially complete.

Utility relocations were almost complete in Sections 1 & 2 of the SC 51 widening project and the contractor continued to install storm drainage and perform grading work. The bridge work at Willow Creek was almost two-thirds of the way complete. The SCDOT and County had approved the contractor’s request to close and detour the portion of SC 51 from Seven Mile Road to Turner Gate Road for the installation of two culverts. We
previously reported that the detour would begin on March 5th but the start date had been delayed to April 9th to avoid heavy Easter traffic and should be complete by May 7th. Storm drain installations, full depth patching, and initial subgrade of pavement along with utility relocations were almost complete on Sections 3 & 4. Bridge work over Little Swamp was halfway complete.

In April 2017 SCDOT in concert with the Town of Pamplico requested to extend the sidewalk construction for the SC 51 widening project and Council approved the request. Mr. Smith stated that SCDOT submitted the Sidewalk and Driveway Change Order to effectuate this request and if there were no objections from Council, he would proceed with signing the necessary correspondence to move forward with this project. There were no objections voiced.

Preliminary design was underway for a 5-lane typical section from US 52 to Knollwood Road and a 3-lane typical section from Knollwood Road to US 76 for the Alligator Road widening project. Right of Way plans had been finalized and right of way acquisition was still underway.

Road work under Section XIII of the CPST II continued to progress. In addition to the 284 roads that had already been completed, an additional 33 roads were currently under contract for 6” MBC Stone and approximately 19.63 miles of road construction projects were on the Agenda for approval. District 2 and District 6 rocking projects were currently under construction. There were seven bids on the Agenda before Council for resurfacing and/or dirt to pave projects.

Koppers/Estate Road as well as Brookgreen and Foxcroft Subdivisions remained under construction. Engineering of the Dargan Street and Sopkin Avenue sidewalk projects was ongoing.

The Certificate of Occupancy for the canteen at the new Johnsonville ballfield should be issued by Monday and opening day for the ribbon cutting was scheduled to be hosted on April 14th at 4:00 p.m.

Mr. Smith reported that in spite of the weather, the County continued to Get Bitter Against Litter with .75 miles of roadway cleaned in February and 1,311 pounds of litter collected. One citation was written and $936 in fines collected. Also during the month of February, the Florence County Animal Shelter assisted in the adoption of 7 animals and rescued 108 animals.

He commended Planning Director Shawn Brashear and his staff for the excellent job they did at coming into a project at the eleventh hour to submit a nomination package to nominate several communities in Florence County for consideration as ‘Opportunity Zones.’ Also assisting with the project were the Grants Manager and Economic Development Partnership. Opportunity zones were a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. This program provided a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds that were dedicated to investing into Opportunity Zones designated by the chief executives of every U.S. state and territory.
He informed Council that in the coming months, Florence County in partnership with the SCAC would be offering fitness and wellness training to EMS employees. This would be a blended training program consisting of both online and hands-on training, structured in a manner that accommodated current and future employees. The goal of the program was to reduce the number of accidents and also reduce workers compensation claims. It would also provide training to enable employees to handle patients in a manner that was safe for both the patient and the medics, as well as training to improve sleep patterns, nutrition, body mechanics and overall wellness of employees. The program was offered free of charge by the SCAC pursuant to a recently developed pilot program.

In an effort to enhance the layout of the new Lake City Park, the County received a deed from the City of Lake City for the Lions Park property. The County Attorney was taking the necessary steps to record the deed with the Clerk of Court.

Mr. Smith stated that given recent changes with leadership in the County IT Department, he requested that this item be referred to the Administration & Finance Committee for discussion for the future and path forward for the IT Department.

For the last 10 years the Florence County Emergency Management Department served as the Manager for the PD Regional Incident Management Team (IMT). The Myrtle Beach Fire Department had requested to become the Manager and assume these duties from Florence County EMD. The team was funded by a Homeland Security Grant with very strict guidelines. Approximately $9,000 was returned last year because it could not be spent on training as specified in the published guidelines. The management of the Team costs the County approximately $9,485 in man-hours, unreimbursable travel expenses for training, maintenance and upkeep of equipment, etc. none of which was covered under the guidelines of the grant. If Myrtle Beach Fire Department assumed management of the IMT, Florence County participants would still be members and participate in all training and deployments. Mr. Smith stated that if there were no objections, the County would agree for the Myrtle Beach Fire Department to assume these responsibilities and oversight. There were no objections expressed.

ADMINISTRATION

MONTHLY FINANCIAL REPORTS
Monthly Financial Reports Were Provided To Council For Fiscal Year 2018 Through January 31, 2018 As An Item For The Record.

ADMINISTRATION/FINANCE/FACILITIES MANAGEMENT

BUDGET NEUTRAL SALARY INCREASE
Councilman Kirby made a motion Council Approve A Budget Neutral Salary Increase For Three Positions (Slots 419-002, 419-003, And 420-001) To Be Funded From Facilities Management Funds. Councilman Mumford seconded the motion, which was approved unanimously. Mr. Smith expressed that he did not think it was exaggerated to state that the Facilities department saved the County hundreds of thousands of dollars.
ADMINISTRATION/PLANNING AND BUILDING DEPARTMENT

BUDGET NEUTRAL DEPARTMENTAL RESTRUCTURING
Councilman Schofield made a motion Council Authorize A Budget Neutral Departmental Restructuring Of The Planning And Building Department To Continue To Provide An Appropriate Level Of Service To The Citizens Of Florence County To Include The Deletion Of Two (2) Positions (Slots 100-022 And 100-024), The Reclassification Of Two (2) Positions (Slots 200-018 And 200-010), And The Addition Of Two (2) Positions (Code/Residential Enforcement Officer Position And Secretary III) With An Overall Estimated Annual Savings In Excess Of $26,000. Councilman Poston seconded the motion, which was approved unanimously.

ADMINISTRATION/PROCUREMENT
REQUEST FOR QUALIFICATION (RFQ) AWARD
Councilman Schofield made a motion Council Approve The Award Of RFQ No. 03-17/18 For Architectural/Engineering Design Services For The County Complex Parking Lot And Garage To TranSystems Corporation Of Greenville, SC And Authorize The County Administrator To Execute A Contract Pending Successful Negotiations And County Attorney Review And Approval. Councilman Poston seconded the motion, which was approved with a Seven to One Vote. Voting in the ‘affirmative’ were Chairman Caudle, Councilmen Schofield, Poston, DeBerry, Mumford, Springs, and Bradley. Voting ‘No’ was Councilman Kirby. At the request of Chairman Caudle, Councilman Schofield provided a brief update on the project. He stated that the committee interviewed three firms for architectural/engineering design services and chose TranSystems Corporation of Greenville and if Mr. Smith was unable to negotiate a contract with the firm selected, he would then move to the second firm on the list. The project was to build a 350 – 400 car parking deck behind the Complex to assist in leasing the space that would be vacant once all of the court functions moved out of the building. Additionally, the structure would be such that it would try to make it more convenient for citizens to enter the building without having to walk up steps, with the second level of the deck designed to allow citizens to walk straight into the building under a covered area out of the rain. There would also be redesign and resurfacing of the south side parking area as well. Also the deck on the Complex would be enhanced to remove a lot of the brick pavers and offer more green space.

CLERK OF COURT

BUDGET NEUTRAL RECLASSIFICATION AND SALARY INCREASE
Councilman DeBerry made a motion Council Authorize The Reclassification Of A Legal Records Clerk IV (Grade 11) To An Administrative Assistant To Deputy Clerk II ROD (Grade 12) And Budget Neutral Salary Increase (Slot 11) To Be Funded From Clerk Of Court Budgeted Funds. Councilman Poston seconded the motion, which was approved unanimously.
PARKS AND RECREATION

CAMPGROUND SITES RATE INCREASE
Councilman DeBerry made a motion Council Approve A Rate Increase For Campground Sites At Lynches River County Park: Increase On Sites With Hook-Ups From $16/Night To $20/Night And Sites Without Hook-Ups From $8/Night To $10/Night. Councilman Springs seconded the motion, which was approved unanimously.

PROCUREMENT

CONTRACT APPROVAL – DAVIS AND FLOYD
Councilman Mumford made a motion Council Authorize Additional Services To Davis And Floyd Program Manager Contract For The Necessary Construction Engineering And Inspection Services (CEI) For Resurfacing Projects Included In Bids #20-17/18, #21-17/18, #22-17/18, And #23-17/18 In An Amount Not To Exceed $137,000 To Be Funded From Capital Project Sales Tax II Funds. Councilman Bradley seconded the motion, which was approved unanimously. In response to a question from Chairman Caudle, Mr. Smith responded that the cost depended on the different variations of work required to be performed on State roads, County roads, dirt roads, etc. Basically the County wanted to ensure proper application of the asphalt and other products for the road resurfacing projects and what this contract would do was ensure the provision of quality control, quality assurance and quality inspection of all aspects of the total project, which was $2.8+ million. The cost for the contract was just under 5% of the overall project.

CONTRACT APPROVAL – HDR ENGINEERING, INC.
Councilman Poston made a motion Council Authorize HDR Engineering, Inc. From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Dirt Road Paving Projects In District 1 And District 5 In The Amount Of $65,000 To Be Funded From Capital Project Sales Tax II Funds. Councilman Springs seconded the motion, which was approved unanimously.

PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 20-17/18
Councilman Bradley made a motion Council Award Bid No. 20-17/18, Resurfacing For Various District 3 Roads In The Amount Of $450,234.41 To Palmetto Corp. Of Conway, SC From The Capital Project Sales Tax II Funds. Councilman Mumford seconded the motion, which was approved unanimously.

AWARD BID NO. 21-17/18
Councilman Mumford made a motion Council Award Bid No. 21-17/18, Resurfacing For Various District 7 Roads In The Amount Of $875,421.07 To Palmetto Corp. Of Conway, SC From The Capital Project Sales Tax II Funds. Councilman Bradley seconded the motion, which was approved unanimously. Councilman Mumford stated that this was quite a bit of funds which meant that the County was going to perform a lot of work, a lot of resurfacing. He commended the County Administrator and his staff for the great work they were doing with these projects.
AWARD BID NO. 22-17/18
Councilman Schofield made a motion Council Award Bid No. 22-17/18, Resurfacing For Various District 8 Roads In The Amount Of $737,429.45 To Palmetto Corp. Of Conway, SC From The Capital Project Sales Tax II Funds. Councilman Mumford seconded the motion, which was approved unanimously.

AWARD BID NO. 23-17/18
Councilman Mumford made a motion Council Award Bid No. 23-17/18, Resurfacing For Various District 9 Roads In The Amount Of $742,885.60 To Palmetto Corp. Of Conway, SC From The Capital Project Sales Tax II Funds. Councilman Schofield seconded the motion, which was approved unanimously.

AWARD BID NO. 24-17/18
Councilman Mumford made a motion Council Award Bid No. 24-17/18, Dirt Road Paving For Dist. 5 In The Amount Of $1,044,527.55 (Primary Bid Plus Alternate 1) To Palmetto Corp. Of Conway, SC To Be Funded From Capital Project Sales Tax II Funds And From District 5 RSMF. Councilman DeBerry seconded the motion, which was approved unanimously.

AWARD BID NO. 25-17/18
Councilman Springs made a motion Council Award Bid No. 25-17/18, Dirt Road Paving For District 1 In The Amount Of $588,998.25 (Primary Bid Plus Alternate 1) To Palmetto Corp. Of Conway, SC; Funding In the Amount Of $480,890.75 From The Capital Project Sales Tax II Funds And An Amount Up To $108,107.50 From Council District 1 RSMF Funding Allocation. Councilman Mumford seconded the motion, which was approved unanimously.

SHERIFF’S OFFICE

DECLARATION OF SURPLUS PROPERTY
Councilman Mumford made a motion Council Declare One (1) Glock 21SF Handgun, Serial Number PAU194, As Surplus Property For The Purpose Of Awarding It To An Employee Who Has Retired. Councilman Springs seconded the motion, which was approved unanimously.

AUDITOR

BUDGET NEUTRAL SALARY INCREASE
Councilman Schofield made a motion Council Approve A Budget Neutral Salary Increase For Two Positions (Slots 416-005 And 416-006) To Be Funded From County Auditor Departmental Funds. Councilman Poston seconded the motion, which was approved unanimously.
EMS/PROCUREMENT

AMBULANCE REPLACEMENT
Councilman DeBerry made a motion Council Authorize The Use Of Florida Sheriff’s Association Bid #FSA16-VEF12.0 Awarded To Wheeled Coach Industries To Purchase One Replacement Ambulance With Required Options And Up-Fits From Select Custom Apparatus Of Falkland, North Carolina, An Authorized Regional Representative For Wheeled Coach Industries In The Amount Of $156,188 And Declare Surplus Two 2010 Chevrolet Ambulances, VIN#1GB9G5B65A1112584 And 1GB9G5B60A1112122, And Authorize The Trade-In Of The Two Units In The Amount Of $17,000 ($8,500 Each) For A Net Purchase Amount Of $139,188 To Be Funded From Insurance Proceeds In The Amount Of $124,858.72 And FY18 Budgeted Funds Of $14,329.28. Councilman Poston seconded the motion, which was approved unanimously.

FINANCE/PROCUREMENT

AWARD BID NO. 27-17/18
Councilman Kirby made a motion Council Award Bid No. 27-17/18 For Cleaning Services At The Judicial Center To Defender Services Of Columbia, SC In The Amount Of $150,956.00 Per Year From Previously Approved FY2017-2018 Funds And Authorize The County Administrator To Execute A 5-Year Cleaning Services Contract Pending County Attorney Review And Approval. Councilman Bradley seconded the motion, which was approved unanimously.

PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 26-17/18
Councilman Kirby made a motion Council Award Bid No. 26-17/18, Dirt Road Paving For District 4 Roads In The Amount Of $460,497.50 To Palmetto Corp. Of Conway, SC To Be Funded From Capital Project Sales Tax II Funds. Councilman DeBerry seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

CRIME WATCH SIGNS
Councilman Mumford made a motion Council Approve The Expenditure Of Up To $600 From Council District 9 Infrastructure Funding Allocation To Pay For Crime Watch Signs To Be Posted In The District. Councilman Schofield seconded the motion, which was approved unanimously.
PEE DEE COMMUNITY ACTION AGENCY
Councilman Kirby made a motion Council Approve The Expenditure In An Amount Up To $38,500.00 From Council Districts 3, 4, & 7 Infrastructure Funding Allocations (Approximately $12,834 From Each District) To Assist The Pee Dee Community Action Partnership (PDCAP) With Replacing The Tile Flooring At The Weed & Seed Located At 1113 Oakland Avenue. Councilman Bradley seconded the motion. Councilman Bradley made a motion to Amend The Motion To Designate Funding In The Amount Of $16,250 Each From Council Districts 3 And 7, And $6,000 From Council District 4. Councilman Mumford seconded the motion, which was approved unanimously. The Motion As Amended was approved unanimously. Councilman Bradley recognized members of the community that were present and commended them for the volunteer work they were doing in the community to help at risk youth.

FRANCIS MARION RECREATION ATHLETIC COMPLEX
Councilman Mumford made a motion Council Approve The Expenditure In An Amount Up To $600 From Council Districts 3, 6, & 7 Infrastructure Funding Allocations ($200 From Each District) To Assist With The Replacement Of Concessions Stand Equipment At Francis Marion Recreation Athletic Complex. Councilman Bradley seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)
HORACE MATTHEWS ROAD AND CHOATE LANE
Councilman Mumford made a motion Council Approve The Expenditure Of Up To $72,780.08 From Council District 5 RSMF Funding Allocation To Pay To Assist With New Paving On Horace Matthews Road And Choate Lane (Bid No. 24-17/18). Councilman Springs seconded the motion, which was approved unanimously.

HYDE CIRCLE
Councilman Mumford made a motion Council Approve The Expenditure Of Up To $52,000 From Council District 9 RSMF And Infrastructure Funding Allocations To Pay For New Paving Of 525 Feet Of Hyde Circle From Third Loop Road To The End. Councilman Springs seconded the motion, which was approved unanimously.

MEADOW PRONG ROAD
Councilman Kirby made a motion Council Approve The Expenditure Of Up To $3,450 From Council District 4 RSMF Funding Allocation To Pay For Four (4) Loads Of MBC Stone To Be Used On Meadow Prong Road. Councilman Mumford seconded the motion, which was approved unanimously.
COUNTY ATTORNEY

REQUEST FROM HUGH L. WILLCOX, JR.
Councilman Kirby made a motion Council Accept A Request From Hugh L. Willcox, Jr. To Accept An Agricultural Assessment Extension For Tax Map Parcel No. 00121-01-165, Bat Wing, LLC To Reflect The Current Agricultural Use Of The Property As Opposed To Commercial Valuation Of The Property And Authorize A Refund Of Property Taxes For Tax Years 2015 And 2016 In The Estimated Amount Of $43,500.03, With The Understanding That Should The Property Become Developable And Sold In The Future For Commercial Use That There Would Be Rollback Taxes Due At That Time. Councilman DeBerry seconded the motion, which was approved unanimously.

EXECUTIVE SESSION
Councilman DeBerry made a motion Council Enter Executive Session Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Contractual/Legal Matter Concerning Opioid Litigation. Councilman Springs seconded the motion, which was approved unanimously.

Council entered Executive Session at 9:52 a.m.

Council reconvened at 10:29 a.m.

Chairman Caudle stated no action was taken in Executive Session.

EXECUTIVE SESSION
Councilman Springs made a motion Council Enter Executive Session Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss An Ordinance Dealing With Economic Development. Councilman Schofield seconded the motion, which was approved unanimously.

Council entered Executive Session at 10:29 a.m.

Council reconvened at 10:50 a.m.

Chairman Caudle stated no action was taken in Executive Session.

ORDINANCE NO. 27-2017/18 – INTRODUCED BY TITLE ONLY
The Clerk published the title and the Chairman declared Ordinance No. 27-2017/18 Introduced By Title Only: An Ordinance Authorizing A Fee In Lieu Of Tax Agreement Between Florence County, South Carolina And Project Care, Providing For The Payment Of A Fee In Lieu Of Taxes And Other Matters Related Thereto.
There being no further business to come before Council, Councilman Schofield made a motion to adjourn. Councilman Springs seconded the motion, which was approved unanimously.

COUNCIL MEETING ADJOURNED AT 10:51 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASelden
CLERK TO COUNTY COUNCIL
PUBLIC HEARING

March 15, 2018

Resolution No. 09-2017/18

A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Jennie Road Located In The Lake City/McKenzie Crossroads Area.

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PUBLIC HEARING
March 15, 2018

ORDINANCE NO. 24-2017/18

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

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

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AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION: Council Will Hold Public Hearing To Receive Public Comment With Regard To The Following:

A. RESOLUTION NO. 12-2017/18
   A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Paisley Road (End Section) In The Lake City Area Of Florence County.

B. ORDINANCE NO. 26-2017/18 (Company Requests Deferral To The May 17th Meeting)
   An Ordinance Authorizing (1) The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Meadowlark, To Provide For Special Source Revenue Credits; (2) The Inclusion Of Property To Be Owned Or Operated By Project Meadowlark In A Joint County Industrial Park; And (3) Other Matters Related Thereto.

C. ORDINANCE NO. 27-2017/18
   An Ordinance Authorizing A Fee In Lieu Of Tax Agreement Between Florence County, South Carolina And Project Care, Providing For The Payment Of A Fee In Lieu Of Taxes And Other Matters Related Thereto.
AGENDA ITEM: Appearances Before Council
Ellen C. Hamilton, Executive Director
Pee Dee Coalition Against Domestic & Sexual Assault

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Ms. Hamilton Requests To Appear Before Council To Introduce A New Representative, Briefly Address That April Is Sexual Assault Awareness And Child Abuse Prevention Month, And Share An Exciting New Expansion Effort For The Durant Children’s Center.

ATTACHMENTS:
A copy of the request to appear.
Dear Mr. Chairman,

April is sexual assault awareness and child abuse prevention month and the Coalition and the Durant Children’s Center will be featuring events across our seven county region.

We have employed a recently retired Army veteran who will be leading our efforts to reduce both sexual assault and domestic violence in the region. I would like a few minutes on the agenda to introduce him to Council, briefly address the April purpose, and share an exciting new expansion effort for Durant.

Thanks so much for your help and for Council’s continued support.

Ellen

---

Ellen C. Hamilton, Executive Director
Pee Dee Coalition
POB 1351 Florence, SC 29503
843.669.4694 crisis center
843.673.2005 fax
803.968.2594 cell
www.peedeecoalition.org

Pee Dee Coalition is a non-profit volunteer organization dedicated to the reduction of sexual assault, family violence, and child abuse and to serving the needs of victims.
AGENDA ITEM: Appearances Before Council
Jennifer King, Pee Dee Realtors and
Mrs. Keon Aldrich, EXP Realty

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Ms. King And Mrs. Aldrich Request To Appear Before Council To Provide A 2017 ‘Year In Review’ And A 2018 Year To Date Update On The Status Of The Housing Market In Florence County.

ATTACHMENTS:
A copy of the request to appear.
Hi Connie. Thank you for the reminders...been wide open over here!

Our Board President, Mrs. Keon Aldrich of EXP Realty here in Florence, and I wanted to come give a 2017 “year in Review” and a 2018 Year to Date update to County Council on the status of the housing market in Florence County.

Is that enough information? And, how long will we have to speak?

Thank you,
Jennifer

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Hello, Jennifer. I just wanted to touch base with you on this request. I haven’t received an official request from you but the deadline for submission of items to appear on the April 19th Agenda is Friday, April 6th. Please provide a brief description of the purpose of your appearance in your formal request to appear. Thank you and feel free to contact me with any questions or if I may be of assistance to you.

Connie Y. Haselden, CCC
Clerk to Council
Florence County Council
180 N. Irby Street, MSC-G
Florence, SC 29501
843.665.3044
843.665.3042 Fax
chaselden@florenceco.org
www.florenceco.org

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AGENDA ITEM:  
Appearances Before Council  
Charles M. MacNeil, Executive Director  
Pee Dee Regional Transit Authority

DEPARTMENT:  
County Council

ISSUE UNDER CONSIDERATION:  
Mr. MacNeil Requests To Appear Before Council To Provide A Report Of The Year-To-Date Trip Activity Of Pee Dee Regional Transit Authority (PDRTA) Services In Florence County And Its Plans For FY2019.

ATTACHMENTS:  
A copy of the request to appear.
March 20, 2018
Ms. Connie Y. Haselden
Clerk to Council
Florence County Council
180 N. Irby Street, MSC-G
Florence, So. Carolina 29501

BY E-MAIL AND U.S. MAIL

Dear Ms. Haselden:

I ask to appear before the Florence County Council at their meeting scheduled for April 19, 2018. The reason for my appearance will be to provide a report of the year-to-date trip activity of PDRTA services in Florence County and our plans for FY 2019.

Please advise me if you should require any additional information and on your response to this request at your earliest convenience.

Sincerely,

Charles M. MacNeil
Executive Director

Cc: KG Smith, Florence County Administrator
    Florence County Council
    PDRTA Florence County Board Member Tyron Jones
AGENDA ITEM: Appearances Before Council
Cecilia L. Meggs, Executive Director
Lighthouse Ministries

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
April Is Child Abuse Prevention Month And Ms. Meggs Requests To Appear Before Council To Present Information About The Programs Offered By Lighthouse Ministries To Support Child Abuse Prevention.

ATTACHMENTS:
A copy of the request to appear.
Dear Connie,
I am writing on behalf of Cecilia Meggs and Lighthouse Ministries to ask that you consider adding us to April’s County Council Agenda.

This month is Child Abuse Prevention Month, and we would love to present the council with information about the programs we run that support child abuse and neglect in Florence County. We specifically address these issues through our Working Mothers Education & Support Program and our Strengthening Families Program.

About Working Mothers Education & Support Program: The goal of the Working Mothers Education & Support Program is to prevent child abuse and neglect. We offer parenting classes focusing on stress management as well as money management session including financial planning and goal setting. Participants receive free diapers as well as wipes, lotion, wash, ointment, and laundry detergent for 6 months. This program is funded by grants and donations from the Wells Fargo Foundation, Women in Philanthropy, Kiwanis, and many other community supporters.

About Strengthening Families Program: Strengthening Families Program is a nationally and internationally recognized evidence-based program that works closely with families to teach effective parenting and reduce problem behaviors and conflict through positive discipline. The program has demonstrated that child maltreatment decreases as parents strengthen bonds with their children and learn more effective parenting skills. Strengthening Families Program is a program of Children’s Trust of South Carolina, funded in partnership with the Department of Social Services and The Duke Endowment.

Thank you for your consideration,
Ellen Knight

Ellen Knight
Director of Marketing & Administration

Lighthouse Ministries
www.lighthouseflorenc.org
AGENDA ITEM: Resolutions of Recognition
The 2018 Kings Academy ‘Lions” Sporting Clays Team

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Resolutions Of Recognition For The 2018 Kings Academy “Lions” Sporting Clays Ladies’ Team
For Earning The 2018 SCISA Sporting Clays State Runner-Up Title, The Men’s Team For Earning
The 2018 SCISA Sporting Clays State Championship, And The Coaches.

OPTIONS:
1. (Recommended) Approve the Proposed Resolutions And Present To The TKA Champions.
2. Provide an alternate directive.

ATTACHMENTS:
Copies of the proposed Resolutions.
WHEREAS, a group of young athletes formed a cohesive team and demonstrated extraordinary skills and abilities in athletic competition; and

WHEREAS, these young athletes persevered and remained dedicated throughout a long and arduous season aspiring to the goals they set for themselves; and

WHEREAS, these young achievers represented and brought honor to their team, families, school, community and Florence County by earning the 2018 SCISA Sporting Clays State Runner-Up Title in the Ladies Division on March 3, 2018 at the Palmetto Shooting Complex, a National Wild Turkey Federation facility in Edgefield, SC; and,

WHEREAS, the Team earned the title with a combined score of 150 clays, out-shooting 8 other SCISA teams to claim the runner-up title; and

WHEREAS, the Florence County Council deems it appropriate to recognize the skill, perseverance, hard work and determination of THE KINGS ACADEMY 2018 SPORTING CLAYS LADIES TEAM and COACHES for their athletic accomplishments.

NOW, THEREFORE, BE IT RESOLVED, that the Florence County Council, on behalf of a proud citizenry, wishes to recognize the skill, perseverance, hard work and determination of The 2018 Kings Academy “LIONS” Sporting Clays Ladies Team and Coaches: Bailey Rabon, Abigail Milling, and Gabriel Finklea, Head Coach – Chris Mahn, Assistant Coaches – Timmy Parrott and Richard Milling, and Athletic Director – Brad Bochette.

Congratulations on a job well done!!

DONE, in meeting duly assembled this 19th day of April 2018.

FLORENCE COUNTY COUNCIL:

Kent C. Caudle, Chairman

Willard Dorriety, Jr., Vice Chairman
WHEREAS, a group of young athletes formed a cohesive team and demonstrated extraordinary skills and abilities in athletic competition; and

WHEREAS, these young athletes persevered and remained dedicated throughout a long and arduous season aspiring to the goals they set for themselves; and

WHEREAS, these young achievers represented and brought honor to their team, families, school, community and Florence County by earning the 2018 SCISA Sporting Clays State Championship in the Men’s Division on March 3, 2018 at the Palmetto Shooting Complex, a National Wild Turkey Federation facility in Edgefield, SC; and,

WHEREAS, the Team earned the title with a combined score of 278 clays, out-shooting 41 other SCISA teams and had the highest score among the 105 school and club teams participating; and

WHEREAS, the Florence County Council deems it appropriate to recognize the skill, perseverance, hard work and determination of THE KINGS ACADEMY 2018 SPORTING CLAYS MEN’S TEAM and COACHES for their athletic accomplishments in earning their second straight SCISA State Championship.

NOW, THEREFORE, BE IT RESOLVED, that the Florence County Council, on behalf of a proud citizenry, wishes to recognize the skill, perseverance, hard work and determination of The 2018 Kings Academy “LIONS” Sporting Clays Men’s Team and Coaches: Hughes Milling, Carter Parrott, Daylon Mahn, Head Coach – Chris Mahn, Assistant Coaches – Timmy Parrott and Richard Milling, and Athletic Director – Brad Bochette.

Congratulations on a job well done!!

DONE, in meeting duly assembled this 19th day of April 2018.

FLORENCE COUNTY COUNCIL:

______________________________
Kent C. Caudle, Chairman

______________________________
Willard Dorriety, Jr., Vice Chairman
AGENDA ITEM: Resolution No. 12-2017/18

DEPARTMENT: Administration/Public Works

ISSUE UNDER CONSIDERATION:
(A Resolution Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Paisley Road (End Portion) Located In The Lake City Area Of Florence County.

POINTS TO CONSIDER:
Pursuant to Ordinance No. 24-2012/13, Florence County Public Works, Planning, EMS and Emergency Management have reviewed the request to end maintenance and abandon Paisley Road (end portion) and concur with the request.

OPTIONS:
1. **(Recommended)** Approve Resolution No. 12-2017/18 as presented.
2. Provide an alternate directive.

ATTACHMENTS:
2. Memo from Public Works Director Carlie Gregg approving the request for abandonment and closure of Paisley Road (end portion) and associated attachments.
3. Plat depicting subject road.
RESOLUTION NO. 12-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing The Cessation Of Maintenance On And Abandonment And Closure Of Paisley Road (End Portion) Located In The Lake City Area Of Florence County.)

WHEREAS:

1. Paisley Road is located in the Lake City area of the County; and
2. Paisley Road is maintained by the Public Works Department of Florence County through a prescriptive right of way; and
3. Council is requested to abandon and cease maintenance on the end portion of Paisley Road.

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

Paisley Road (End Portion) Is Hereby Abandoned, Closed By Florence County And Its Use As A Prescriptive Right Of Way And All Maintenance Thereof By Florence County Is Hereby Discontinued. Florence County Declares Paisley Road (End Portion) Closed As A Public Way.

ATTEST:   SIGNED:

_____________________________ ________________________________
Connie Y. Haselden, Council Clerk Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:
MEMO

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

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

DATE: April 2, 2018

SUBJECT: Application for Abandonment and Closure of End Section of Paisley Road

Ms. Jo Ann Baker will be the only property owner contingency to requested Abandonment and Closure of end section. Ms. Baker will provide a turnaround area for motor grader.

In consideration of there being no objection by any property owners on Paisley Road, it is my recommendation for Florence County to move forward with the request.

Also included is all pertinent information used for the review.

ACG,Jr./ig
TO: K. G. Rusty Smith, Jr., Florence County Administrator
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: April 2, 2018
SUBJECT: Paisley Road (End Section)

Attached is the paper work for Paisley Road (End Section).

If you approve the road closure for Paisley Road (End Section), a sign will be posted on the road on 4-3-18. Also Connie will have to notify and have it in the newspaper.

ACG, Jr./ig
Attachment
ABANDONMENT AND CLOSURE OF PUBLIC ROADS
AND RIGHT OF WAYS

Review of Following Florence County Maintained Road

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

2. Whether the road is still in general public use
   Yes

3. Whether the County has any documentation relating to the status of the road, such as a dedication of right-of-way, easement or deed
   No

4. Whether the road is subject to a prescriptive easement
   Yes

5. Whether there is any other information that would assist County Council in determine whether the best interests of the County shall be served by consenting to the closure of the road or by not so consenting
   Included in Report
FLORENCE COUNTY
ROAD ABANDONMENT APPLICATION

APPLICANT:

NAME    A.M. Edwards, Trustee of the Shrop Irrevocable Trust

ADDRESS  P.O. Box 1970 Jackson, MS 38215-1970

PHONE: (HOME)          (WORK)   601.360.9303

APPLICANT'S SIGNATURE

PROPOSED ROAD ABANDONMENT:

ROAD NAME    Paisley Road

COUNCIL DISTRICT    ROAD NUMBER

BRIEFLY DESCRIBE PORTION OF ROADWAY TO BE ABANDONED

From curve at ditch to current end of state

REASON FOR ABANDONMENT:

Buyer will own both sides Paisley Rd., No reason for public use and prevents unauthorized vehicles entering property

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

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

Date Received:                      Fee Paid:                        

Received By:

Date review completed:             Reviewed by:                       

Date Sent to Administration:
May 25, 2018

Concerns considering Paisley Road

Presently/currently State Maintenance ends approximately 150-200 yards from dwelling

Unauthorized persons can turn at this point; however, most drive on into yard which puts them in too close range of my personal space.

This close proximity of unauthorized persons so close to this dwelling causes a lack on my part of: Safety, Security, Loss of personal peace, Uncomfortable, Threatened by close encounter with unauthorized visitors.

There has been:
Vandalism, trespassing, breaking and entering, looting, malicious mischief, littering, unauthorized vehicles on private property, over grounds of property, perhaps into dwelling.

The above paragraph translates to intent upon someone to do harm to private property. I cannot feel comfortable after taking possession when a public road ends so very near the dwelling, only the one ingress/egress, and without any near neighbors. Therefore, I am requesting the County relocate End of State Maintenance sign on Paisley Road further in Easterly direction specifically at curve in road at ditch before approaching dwelling. At the curve is a ditch for water drainage and a service pole.

This is urgent matter and a high priority issue with me due to perceived safety for not only myself, but my family members, which include but is not limited to young females. With closing date April 16, 2018, I would like to have a positive resolution on this prior to that date or as near April 16 as can be arranged.

Thank you for your prompt consideration to this matter.

[Signature]

To Ann S. Baker
APPLICATION
Page 2

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

NAME (print and sign) Jo Ann S. Baker
ADDRESS 33 Ferry Landing Rd. Georgetown SC 29440
PHONE (HOME) 843.992.5133 (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)

NAME (print and sign)
ADDRESS
PHONE (HOME) (WORK)
No problem for 911.

In following the policy and procedure of the Abandonment and Closure of Public Roads and Right of Ways, I am requesting that your department review the following request for road closure to a portion of Paisley Road.

Do you have any objection to Ms. JoAnne Baker closing Paisley Road at her property line marked on the map?

Attached is a copy of the map.
Ryon Watkins

Thursday, March 29, 2018 2:09 PM

Carlie Gregg; Dusty Owens
Shawn Brashear

RE: Paisley Road - Road Closure

No objection from EMS.

Thanks,

Ryon

Ryon A. Watkins, Director
Florence County EMS
527 South Church Street
Florence, South Carolina 29506
Phone 843.665.3038
Fax 843.676.8719

From: Carlie Gregg
Sent: Thursday, March 29, 2018 11:59 AM
To: Dusty Owens
Cc: Ryon Watkins; Shawn Brashear
Subject: Paisley Road - Road Closure

In following the policy and procedure of the Abandonment and Closure of Public Roads and Right of Ways, I am requesting that your department review the following request for road closure to a portion of Paisley Road.

Do you have any objection to Ms. JoAnne Baker closing Paisley Road at her property line marked on the map?

Attached is a copy of the map.
AGENDA ITEM: Resolution No. 13-2017/18

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[A Resolution Identifying A Project To Satisfy The Requirements Of Title 12, Chapter 44 Of The South Carolina Code, So As To Allow Investment Expenditures Incurred By A Company Known To The County As Project Care To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Tax Arrangement With Florence County, South Carolina; And Other Matters Related Thereto.]

OPTIONS:
1. (Recommended) Approve Resolution No. 13-2017/18 As Presented.

ATTACHMENTS:
Proposed Resolution No. 13-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution Identifying A Project To Satisfy The Requirements Of Title 12, Chapter 44 Of The South Carolina Code, So As To Allow Investment Expenditures Incurred By A Company Known To The County As Project Care To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Tax Arrangement With Florence County, South Carolina; And Other Matters Related 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, as amended (the “Act”): (i) to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ individuals and other resources of the State; and (ii) to covenant with such companies to accept certain fee in lieu of ad valorem tax (“FILOT”) payments with respect to a project.

2. Project Care and/or its subsidiaries, affiliates, successors, assigns, sponsors, lessors and others (collectively, the “Company”), desires to invest capital estimated to be approximately $11,228,858 over a five (5) year period for the purpose of acquiring real property, with improvements thereto and the installation of fixtures, equipment, office furniture and other property within the County (the “Project”).

3. The County desires to enter into a fee agreement (the “Fee Agreement”) with the Company to establish the terms of the FILOT with respect to the Project; and to describe such other commitments of the County as are appropriate in connection with the Project.

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

Section 1. Project Findings. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the FILOT incentive provided to the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; (iv) the inducement of the location of the Project within South Carolina is of paramount importance; (v) the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-
benefit analysis); and (vi) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

**Section 2. Subsequent Ordinance.** The details of the FILOT shall be prescribed by a subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3. Severability.** If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

**Section 4. Inducement Resolution.** This resolution shall constitute an inducement resolution for purposes of the Act and the Fee in Lieu of Tax Simplification Act.

ATTEST:                  SIGNED:

Connie Y. Haselden, Council Clerk                     Kent C. Caudle, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
AGENDA ITEM: Approval of Resolution No. 14-2017/18

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(To Amend Section 4 of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of One Additional Participant In The South Carolina Procurement Card Program.)

POINTS TO CONSIDER:

1. Resolution No. 05-2009/2010, approved by County Council on November 19, 2009, authorized Florence County to participate in the South Carolina Procurement Card Program and limited participation to specific users in specific departments, with specific daily and monthly spending limits.

2. The County Administrator has requested that a card be assigned to the Administrative Services Director so that County Administration does not have to continually use the card assigned to the Clerk to Council.

3. It is becoming increasingly difficult to do business with only purchase orders or cash, without having some form of charge ability; many vendors do not accept purchase orders for small purchases.

4. Participation in the Card Program will be limited to departments approved by resolution, in amounts approved.

OPTIONS:

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

ATTACHMENT:

1. Resolution No. 14-2017/2018
2. Resolution No. 05-2009/2010
RESOLUTION NO. 14-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(To Amend Section 4 of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of One Additional Participant In The South Carolina Procurement Card Program.)

WHEREAS:

1. Resolution No. 5-2009/10 authorizing Florence County’s participation in the South Carolina Procurement Card Program was adopted by Florence County Council on November 19, 2009; and

2. Increasing Florence County’s participation in this Program will further reduce the County’s exposure to a certain amount of financial risk by having open charge accounts at various vendors throughout the County, a necessity for many small purchases; and

3. Efficiencies currently experienced by the County’s participation in this Program will increase with an increase in participation in this program; and

4. Since the inception of the County’s participation in the Program almost nine years ago, each procurement card has been used solely for official, authorized use, and each transaction has been reconciled timely and fully accounted for at all times in accordance with Section 1 of Resolution No. 5-2009/10.

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

1. Section 4 of Resolution No. 5-2009/10 is hereby amended to add one additional position to the Program per the listing below.

<table>
<thead>
<tr>
<th>Department</th>
<th>Daily Limit</th>
<th>Monthly Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration (010-411-402)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Services Director</td>
<td>$2,500</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

ATTEST:  

Connie Y. Haselden, Council Clerk

SIGNED:

Kent C. Caudle, Chairman

COUNCIL VOTE:

OPPOSED:  

ABSENT:  

47
RESOLUTION NO. 5-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(To Authorize Florence County To Participate In The South Carolina Procurement Card Program and To Establish Local Policies And Procedures.)

WHEREAS:

1. Section 8f of Ordinance No. 01-2009/10, the annual budget Ordinance for Florence County, states in part, “Credit cards which obligate Florence County are not permitted unless specifically authorized by written resolution of County Council”; and

2. Florence County is currently exposed to a certain amount of financial risk by having open charge accounts at various vendors throughout the County, a necessity for many small purchases; and

3. It is becoming increasingly inefficient to do business without some form of credit card program: One such recent example of inefficiency being that the South Carolina Law Enforcement Division (SLED) no longer extends credit for the cost of employment background checks, but requires credit card payment. Since the County currently does not conduct business using credit cards, payment has to be made with a check in advance, which delays the County’s hiring process by as much as an additional three weeks; and

4. The per-transaction processing cost of a typical purchase order system such as Florence County’s is estimated to be in excess of $75 per purchase; whereas the same per-transaction processing cost for the SC Procurement Card Program is less than $25 per purchase (inclusive of all documentation, issuance, tracking, partial payout, reconciliation, and closure); and

5. The SC Procurement Card Program contains control mechanisms not available on commercial credit cards, in that the County can program each card with dollar and transaction limits per day/month, restrict use by vendor type, electronically monitor transactions in real time, cancel cards instantly via the Internet, and benefit from coverage of any fraudulent transactions with $100,000 per cardholder liability insurance by VISA; and

6. The SC Procurement Card Program has been in existence for approximately ten years, is currently being used by about fifty local governments, including eleven counties, and has handled over 1,000,000 transactions in 2008, totaling more than $244,000,000.

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

1. Florence County is hereby authorized to participate in the South Carolina Procurement Card Program, and the County Administrator is directed to execute the necessary documentation to proceed.

2. Regular monitoring of the County’s participation in the Program will include detailed reviews of each monthly statement at all levels, including heads of participating departments.
3. The County Administrator will manage the County’s participation in the Program:

   a. Requiring that each card be used solely for official, authorized use, reconciled timely, and fully accounted for at all times.
   b. Providing monthly reports to County Council detailing the dollar volume and number of transactions for each card authorized in the Program.
   c. Notifying the Council immediately of any event of fraud or misuse.
   d. Terminating or suspending any user, department, or all County participation as necessary.

4. Below is a listing of the positions to which cards will be issued as participants in the Program and a daily spending limit and a total monthly spending limit for each position. County Council may amend this list to add additional positions to the Program, or to increase existing spending limits, upon the recommendation of the County Administrator.

<table>
<thead>
<tr>
<th>Department</th>
<th>Daily Limit</th>
<th>Monthly Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Works Department (153-441-431)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban Supervisor</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Recreation Department (010-471-451)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Superintendent</td>
<td>$200</td>
<td>$1,000</td>
</tr>
<tr>
<td>Program Superintendent</td>
<td>$500</td>
<td>$2,000</td>
</tr>
<tr>
<td>Parks Superintendent</td>
<td>$200</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Sheriff’s Office (010-421-421)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Supervisor</td>
<td>$2,500</td>
<td>$6,000</td>
</tr>
<tr>
<td>Fiscal Technician</td>
<td>$1,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Lieutenant/Security</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Human Resources Department (010-411-412)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>$200</td>
<td>$550</td>
</tr>
<tr>
<td>Human Resources Coordinator</td>
<td>$200</td>
<td>$550</td>
</tr>
<tr>
<td><strong>Clerk to Council (010-411-402)</strong></td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Facilities Management (010-411-420)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Manager</td>
<td>$500</td>
<td>$1,500</td>
</tr>
<tr>
<td>Facilities Coordinator</td>
<td>$100</td>
<td>$500</td>
</tr>
<tr>
<td>Buildings &amp; Grounds Superintendent</td>
<td>$100</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Emergency Management (010-421-422)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Preparedness Coordinator</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Technical Hazards Coordinator</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Radio Technician</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Information Technology (010-411-427)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Tech. Director</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

ATTEST:  
Connie Y. Haselden, Council Clerk

SIGNED:  
K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE: approved  
OPPOSED:  
ABSENT:  

49
AGENDA ITEM: Ordinance No. 02-2017/18
Third Reading

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
(An Ordinance To Convey Approximately .04 Acres Of Property Located At 153 E. Main Street, TMP# 80028-02-001 To City Of Lake City In Order To Make Street Improvements At The Intersection Of E. Main Street And S. Church Street Contingent Upon Relocation Of The Rotary Clock At Said Intersection By The City Of Lake City To A Location Determined By Florence County.)

OPTIONS:
1. (Recommended) Approve Third Reading of Ordinance No. 02-2017/18.

ATTACHMENT:
Copy of Proposed Ordinance No. 02-2017/18.
Sponsor(s) : County Council
Introduction : July 20, 2017
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : August 17, 2017
Second Reading : August 17, 2017
Third Reading : April 19, 2018
Effective Date : immediately

ORDINANCE NO. 02-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Convey Approximately .04 Acres Of Property Located At 153 E. Main Street, A Portion Of TMP# 80028-02-001 To City Of Lake City In Order To Make Street Improvements At The Intersection Of E. Main Street And S. Church Street Contingent Upon Relocation Of The Rotary Clock At Said Intersection By The City Of Lake City To A Location Determined By Florence County.]

WHEREAS:

1. Florence County owns property located at 153 E. Main Street, Lake City, SC, TMP# 80028-02-001; and

2. The City of Lake City has requested that the County convey an approximate .04 acre of the property at the southeast corner of the property in order to construct a roundabout and the intersection of E. Main and S. Church Streets; and

3. The County agrees to convey the property contingent on the City of Lake City relocating a “Rotary Clock” located at said corner of property to a new location determined by the County.

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

Section 1. Florence County owns TMP # 80028-02-001 located at 153 E. Main Street, Lake City, SC.

Section 2. The City of Lake City has requested that the County convey an approximate .04 acre of the property in the southeast corner in order to construct a roundabout at the intersection of E. Main Street and S. Church Street. The County agrees to convey said property contingent upon the City of Lake City relocating an existing “Rotary Clock” at said corner to a location determined by the County at no cost to the County.
Section 3. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST: 
Connie Y. Haselden, Council Clerk

SIGNED: 
Kent C. Caudle, Chairman

COUNCIL VOTE: 
OPPOSED: 
ABSENT: 

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
AGENDA ITEM: Ordinance No. 16-2017/18 – Third Reading Deferral

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of Fee-In-Lieu Of Ad Valorem Taxes Agreements By And Between Florence County, South Carolina And Certain Companies As Sponsor And Sponsor Affiliate, Respectively, Identified Collectively For The Time Being As Project Fig, To Provide For Fee-In-Lieu Of Ad Valorem Taxes Incentives And Certain Special Source Revenue Credits; And Other Related Matters.]

OPTIONS:
1. (Recommended) Defer Third Reading of Ordinance No. 16-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 16-2017/18
ORDINANCE NO. 16-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENTS BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND CERTAIN COMPANIES AS SPONSOR AND SPONSOR AFFILIATE, RESPECTIVELY, IDENTIFIED COLLECTIVELY FOR THE TIME BEING AS PROJECT FIG, TO PROVIDE FOR FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.]

WHEREAS:

1. Florence County, South Carolina, a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act") (i) to enter into agreements with qualifying industry to encourage investment and projects constituting economic development property to which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of ad valorem taxes ("FILOT") with respect to such investment; and

2. A company identified under the code name of Project Fig (the “Sponsor”), informed the County in 2017 that it intended to install solar power facilities on land in Florence County, South Carolina, owned by various landlords (each, a “Sponsor Affiliate”), which would result in the creation of jobs and other economic benefits to the County (each a “Project” and collectively, “Project Fig”), provided that the Sponsor, the applicable Sponsor Affiliate and the County reached an agreement on a FILOT package for each Project; and

3. The County adopted an Inducement Resolution on November 16, 2017, and has determined, pursuant to the Act, to finalize with the Sponsor and each Sponsor Affiliate the FILOT incentive package for each Project according to the terms and conditions of the fee agreements referred to below; and
4. The Sponsor has assured the County that the following minimum investments in qualifying expenditures will be invested in each Project on or before December 31, 2022:

- An investment of not less than $2,520,000 ("Project Bani")
- An investment of not less than $2,520,000 ("Project Bass")
- An investment of not less than $2,520,000 ("Project Blacktip")
- An investment of not less than $2,520,000 ("Project Goldenrod")
- An investment of not less than $2,520,000 ("Project McCormick")
- An investment of not less than $2,520,000 ("Project Rutledge")
- An investment of not less than $2,520,000 ("Project Sapphire")
- An investment of not less than $2,520,000 ("Project South")
- An investment of not less than $2,520,000 ("Project Willis");

NOW, THEREFORE, BE IT RESOLVED, by the County Council, as follows:

Section 1. The County Council, having made a finding that each Project brings benefits to the County as set forth in Section 3 of this Ordinance, expresses its intention that this Ordinance shall fulfill the requirement under the Act as an official action on the part of the County Council relating to identifying and inducing each Project.

Section 2. The Chairman of the County Council is hereby authorized and directed to execute the Fee Agreements attached hereto in the name of and on behalf of the County, the Clerk of the County Council is hereby authorized and directed to attest to the same; and the County Administrator is hereby authorized and directed to deliver said executed Fee Agreements to the Company.

Section 3. The County hereby finds (i) each Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) each project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by each Project are proper governmental and public purposes; and (iv) the benefits of each Project to the public are greater than the costs to the public.

Section 4. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ATTEST: 
Connie Y. Haselden, Council Clerk

SIGNED: 
Kent C. Caudle, Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:  

Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney
AGENDA ITEM: Ordinance No. 23-2017/18
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Dion Cooper And Annie Goodrum Located On 419 Green Haven Ave., Lake City, SC, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 008; Consisting Of Approx. 0.178 Acres From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto.]
(Planning Commission approved 6 to 0; Council District 1)

POINTS TO CONSIDER:
1. The subject property is currently zoned B-3, General Commercial District.

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 23-2017/18
2. Staff report for PC#2018-01
3. Zoning Map
4. Aerial Map
<table>
<thead>
<tr>
<th>Sponsor(s)</th>
<th>Planning Commission</th>
<th>Planning Commission Consideration</th>
<th>Planning Commission Public Hearing</th>
<th>Planning Commission Action</th>
<th>First Reading/Introduction</th>
<th>Committee Referral</th>
<th>County Council Public Hearing</th>
<th>Second Reading</th>
<th>Third Reading</th>
<th>Effective Date</th>
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</thead>
</table>

**ORDINANCE NO. 23-2017/18**

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

[An Ordinance To Rezone Property Owned By Dion Cooper And Annie Goodrum Located On 419 Green Haven Ave., Lake City, SC, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 008; Consisting Of Approx. 0.178 Acres From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on January 23, 2018.

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

1. Property located on 419 Green Haven Ave., Lake City, SC, bearing Tax Map No. 00169, Block 31, Parcel 008 is hereby rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Kent C. Caudle, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, JANUARY 23, 2018
PC#2018-01

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

LOCATION: 419 Green Haven Ave., Lake City, SC

TAX MAP NUMBER: 00169, Block 31, Parcel 008

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Dion Cooper & Annie Goodrum

APPLICANT: Dion Cooper & Annie Goodrum

LAND AREA: 0.178 Acres

WATER /SEWER AVAILABILITY: City of Lake City

ADJACENT WATERWAYS/ BODIES OF WATER: None

FLOOD ZONE: No

STAFF RECOMMENDATION:
Staff recommends approval of the request.

STAFF ANALYSIS:
1. Existing Land Use and Zoning:
The subject property is currently vacant and zoned General Commercial District (B-3).

2. Proposed Land Use and Zoning:
The proposal is to rezone to Rural Community District (RU-1) to comply with the County’s ordinance which allows the applicant’s proposal to place a manufactured home on the property.

3. Surrounding Land Use and Zoning:
North: Residential/B-3/Florence County
South: Residential/ RU-1/Florence County
West: Vacant/B-3/Florence County
East: Commercial/B-3/Florence County
4. **Transportation Access and Circulation:**
   Present access to the property is by way of Green Haven Ave.

5. **Traffic Review:**
   The rezoning of this property will have a minimal effect on traffic flow for the area.

6. **Chapter 30-Zoning Ordinance**
   The intent of the RU-1, Rural Community District: The intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

**FLORENCE COUNTY PLANNING COMMISSION ACTION - JANUARY 23, 2018:**
Six Planning Commission members voted 6 to 0 to approve the zoning amendment request.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 419 Green Haven Ave., Lake City, SC from General Commercial District (B-3) to Rural Community District (RU-1).
FLORENCE COUNTY COUNCIL MEETING
April 19, 2018

AGENDA ITEM: Ordinance No. 24-2017/18 – Third Reading

DEPARTMENT: Economic Development

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

OPTIONS:
1. (Recommended) Approve Third Reading of Ordinance No. 24-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 24-2017/18
ORDINANCE NO. 24-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

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

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

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

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Florence County. That portion of such fee allocated pursuant to the Park Agreement to Marion County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Marion County within ten (10) business days of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Marion County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Marion County. That portion of such fee allocated pursuant to the Park Agreement to Florence County shall thereafter be paid by the Treasurer of Marion County to the Treasurer of Florence County within ten (10) business days of receipt for distribution in accordance with the terms of the Park Agreement.

HSB: 5279767 v.1
SECTION IV: Revenues generated from industries or businesses located in the Florence County portion of the Park and to be retained by Florence County pursuant to the Park Agreement shall be distributed within Florence County in the following manner:

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

Second, at the option of Florence County, to reimburse Florence County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein;

Third, to those taxing districts which overlap the applicable properties within Florence County’s portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

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

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

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

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

ATTEST: __________________________ SIGNED: __________________________
Connie Y. Haselden, Council Clerk Kent C. Caudle, Chairman

COUNCIL VOTE: Approved as to Form and Content
OPPOSED: ABSENT:
D. Malloy McEachin, Jr., County Attorney

HSB: 5279767 v.1
STATE OF SOUTH CAROLINA  ) AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK  
COUNTY OF MARION  )  (Marion and Florence Counties – DMA Substantia, LLC)  COUNTY OF FLORENCE  )

THIS AGREEMENT for the development of a joint industrial and business park to be located within Marion County and Florence County is made and entered into as of this ___ day of _______, 2018, by and between Marion County and Florence County.

WITNESSETH:

WHEREAS, Marion County, South Carolina (“Marion County”) and Florence County, South Carolina (“Florence County”), are contiguous counties which, pursuant to ordinance no. _______________ adopted by Florence County Council on __________, 2018, and ordinance no. _______________ adopted by Marion County Council on __________, 2018 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established, initially in Marion County, a Joint County Industrial and Business Park (the “Park”), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption;

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

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

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of
South Carolina, 1976, as amended (the “Code”) satisfied the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of properties located in Marion County only, as further identified in Exhibit A (Marion) hereto. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Marion County and Florence County. If the Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to creation of the Park.

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

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

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), South Carolina Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Marion or Florence from entering into a negotiated fee in lieu of tax incentive agreement applicable to any property located within the park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Marion County and Florence County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.
5. Allocation of Expenses. Marion County and Florence County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in Marion County portion of the Park:

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

If property is in Florence County portion of the Park:

A. Marion County 0%
B. Florence County 100%

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

If property is in Marion County portion of the Park:

A. Marion County 99%
B. Florence County 1%

If property is in Florence County portion of the Park:

A. Marion County 1%
B. Florence County 99%

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Marion County and to Florence County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Marion County or Florence County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.
(B) Revenues allocable to Marion County by way of fees in lieu of taxes generated within Florence County shall be distributed solely to Marion County. Revenues allocated to Florence County by way of fees in lieu of taxes generated within Marion County shall be distributed solely to Florence County.

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

9. Regulation and Jurisdiction. Any ordinances of Marion County and Florence County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Marion County and Florence County. The Sheriff’s Departments of Marion County and Florence County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Marion County and Florence County.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Marion County and Florence County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraph 6 and 7 herein.

11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Marion County and Florence County agree that this Agreement may not be terminated by either party with respect to any property included herein without the consent of the affected property owner for a period of 30 years commencing with the effective date hereof.
WITNESS our hands and seals as of the date first above written.

(SEAL)

MARION COUNTY, SOUTH CAROLINA

Signature: __________________________
Name: _____________________________
Title: _____________________________

ATTEST:

Signature: __________________________
Name: _____________________________
Title: Clerk to County Council

(SEAL)

FLORENCE COUNTY, SOUTH CAROLINA

Signature: __________________________
Name: _____________________________
Title: _____________________________

ATTEST:

Signature: __________________________
Name: _____________________________
Title: Clerk to County Council
EXHIBIT A

MARION COUNTY PROPERTIES

6424 East Highway US 76
Mullins, SC  29574
TMS: 058-00-00-091-000
EXHIBIT B

FLORENCE COUNTY PROPERTIES

None as of ___/___/2018
AGENDA ITEM: Ordinance No. 25-2017/18 – Third Reading

DEPARTMENT: Economic Development

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

OPTIONS:
1. (Recommended) Third Reading of Ordinance No. 25-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 25-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

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

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

SECTION II: Florence County will enter into a written agreement to develop the Park jointly with Williamsburg County in substantially the form attached hereto as Schedule I and incorporated herein by reference (the “Park Agreement”). The Chairman of Florence County Council is hereby authorized to execute the Park Agreement on behalf of Florence County, with such changes thereto as the Chairman shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Florence County. That portion of such fee allocated pursuant to the Park Agreement to Williamsburg County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Williamsburg County within ten (10) business days of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Williamsburg County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Williamsburg County. That portion of such fee allocated pursuant to the Park Agreement to Florence County shall thereafter be paid by the Treasurer of Williamsburg County to the Treasurer of Florence County within ten (10) business days of receipt for distribution in accordance with the terms of the Park Agreement.
SECTION IV: Revenues generated from industries or businesses located in the Florence County portion of the Park and to be retained by Florence County pursuant to the Park Agreement shall be distributed within Florence County in the following manner:

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

Second, at the option of Florence County, to reimburse Florence County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein;

Third, to those taxing districts which overlap the applicable properties within Florence County’s portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

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

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

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

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

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Kent C. Caudle, Chairman

COUNCIL VOTE:

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney

OPPOSED:

ABSENT:
STATE OF SOUTH CAROLINA ) AGREEMENT FOR THE DEVELOPMENT
COUNTY OF WILLIAMSBURG ) OF A JOINT INDUSTRIAL
COUNTY OF FLORENCE ) AND BUSINESS PARK
(Williamsburg and Florence Counties – Starcyl Cylinders Corporation)

THIS AGREEMENT for the development of a joint industrial and business park to be located within Williamsburg County and Florence County is made and entered into as of this ____ day of __________, 2018, by and between Williamsburg County and Florence County.

WITNESSETH:

WHEREAS, Williamsburg County, South Carolina (“Williamsburg County”) and Florence County, South Carolina (“Florence County”), are contiguous counties which, pursuant to ordinance no. _________________ adopted by Florence County Council on __________, 2018, and ordinance no. _________________ adopted by Williamsburg County Council on February 20, 2018 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established, initially in Williamsburg County, a Joint County Industrial and Business Park (the “Park”), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption;

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

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

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of
taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (the “Code”) satisfied the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of properties located in Williamsburg County only, as further identified in Exhibit A (Williamsburg) hereto. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Williamsburg County and Florence County. If the Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to creation of the Park.

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

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

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), South Carolina Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Williamsburg or Florence from entering into a negotiated fee in lieu of tax incentive agreement applicable to any property located within the park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest.
counties, acting by and through the Treasurers of Williamsburg County and Florence County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

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

If property is in Williamsburg County portion of the Park:

1. Williamsburg County 100%
2. Florence County 0%

If property is in Florence County portion of the Park:

A. Williamsburg County 0%
B. Florence County 100%

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

If property is in Williamsburg County portion of the Park:

A. Williamsburg County 99%
B. Florence County 1%

If property is in Florence County portion of the Park:

A. Williamsburg County 1%
B. Florence County 99%

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Williamsburg County and to Florence County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Williamsburg County or Florence County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such
entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

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

8. **Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina.** It is hereby agreed that the entry by Williamsburg County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code with respect to property located within the Williamsburg County portion of the Park and the terms of such agreements shall be at the sole discretion of Williamsburg County. Likewise, entry by Florence County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code as amended, with respect to property located within the Florence County portion of the Park and the terms of such agreements shall be at the sole discretion of Florence County.

9. **Regulation and Jurisdiction.** Any ordinances of Williamsburg County and Florence County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Williamsburg County and Florence County. The Sheriff’s Departments of Williamsburg County and Florence County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Williamsburg County and Florence County.

10. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Williamsburg County and Florence County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraph 6 and 7 herein.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Williamsburg County and Florence County agree that this Agreement may not be terminated by either party with respect to any property included herein without the consent of the affected property owner for a period of 20 years commencing with the effective date hereof.
WITNESS our hands and seals as of the date first above written.

WILLIAMSBURG COUNTY,
SOUTH CAROLINA

(SEAL)

Signature: __________________________
Name: __________________________
Title: __________________________

ATTEST:

Signature: __________________________
Name: __________________________
Title: __________________________

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Signature: __________________________
Name: __________________________
Title: __________________________

ATTEST:

Signature: __________________________
Name: __________________________
Title: __________________________
EXHIBIT A

Williamsburg County Properties

All that certain piece, parcel or tract of land with all of the improvements located thereon, lying, being, and situate in the County of Williamsburg, State of South Carolina, and more particularly shown and delineated on a plat prepared by J. B. Ellis, Jr., dated October 9, 2007, as containing Seven and twenty-nine hundredths (7.29) acres, more or less, and recorded in the Office of the Clerk of Court for Williamsburg County in Plat Book S1160 at page 10A, and bounded and described as follows: On the Northeast by lands now or formerly of Lois Cox, as shown on said plat; on the East by S. C. Highway 41/51 as shown on said plat; on the Southeast by a Eighty foot (80’) road as shown on said plat; and on the Northwest by other lands of the Williamsburg County Development Corp. as shown on said plat.

This tract is subject to the Protective Covenants of the Hemingway Commerce Centre, dated September 4, 2001, and recorded in the Office of the Clerk of Court for Williamsburg County in Deed Book A488 at page 161.

This tract being a portion of that larger tract of land conveyed to the Williamsburg County Development Corporation by deed from John R. Joye, et al, dated September 7, 2001, and recorded in the Office of the Clerk of Court for Williamsburg County in Deed Book 466 at page 68.

TMS: 45-465-147 (7.29 acres)
EXHIBIT B

Florence COUNTY PROPERTIES

None as of ___/___/2018
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
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<th>Planning Commission Consideration</th>
<th>Planning Commission Public Hearing</th>
<th>Planning Commission Action</th>
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<th>Committee Referral</th>
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**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.]
Proposed Boundary
Change in Zoning
Southeast of
The City of Florence

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

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

June 9, 2015

E:\Projects\CouncilMaps\SoutheastZoningBoundaries.mxd

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

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

June 9, 2015

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AGENDA ITEM: Ordinance No. 26-2017/18 – Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing (1) The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Meadowlark, To Provide For Special Source Revenue Credits; (2) The Inclusion Of Property To Be Owned Or Operated By Project Meadowlark In A Joint County Industrial Park; And (3) Other Matters Related Thereto.]

OPTIONS:

ATTACHMENTS:
Proposed Ordinance No. 26-2017/18
ORDINANCE NO. 26 – 2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND PROJECT MEADOWLARK, TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; (2) THE INCLUSION OF PROPERTY TO BE OWNED OR OPERATED BY PROJECT MEADOWLARK IN A JOINT COUNTY INDUSTRIAL PARK; AND (3) OTHER MATTERS RELATED THERETO.

WHEREAS:

1. Project Meadowlark, a South Carolina limited liability company, its affiliated and related entities and assigns (“Company”), is planning an investment consisting of the expenditure of approximately $8,476,400 (“Investment”), through the acquisition, construction, lease or purchase of certain land, buildings, furnishings, fixtures, and equipment in order to establish a manufacturing facility in the County (“Project”) and intends to create approximately 42 new jobs (“Jobs”); and

2. The Project will be located on a portion of real property located entirely within Florence County, with improvements thereon, identified by tax map number [enter] (“Project Site”); and

3. [Landlord] owns the Project Site and the Company plans to lease the Project Site from [landlord] for the purpose of undertaking the Project in Florence County; and

4. Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Marion County, South Carolina (“Park”) pursuant to that Agreement for Development of Joint County Industrial and Business Park (“Agreement”), approved by County Ordinance No. 4-2002/03 on September 19, 2002; and

5. Pursuant to County Ordinance No. 23-2011/12 the Project Site was previously placed in the Park; and
6. In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in the Park are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “Fee Payment”); and

7. The County is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended (collectively, the “Infrastructure Credit Act”), and Article VIII, Section 13 of the South Carolina Constitution to provide special source revenue credits against Fee Payments for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (as defined below) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and

8. The County has determined, in order to induce the Company to locate the Project in the County, to provide an annual special source revenue credit for the Project, in an amount equal to 40% of the annual Fee Payment, beginning with the first year the Investment is placed in service, for a term of 30 years, the terms and conditions of which are more fully set forth in an agreement attached hereto as Exhibit A (“Infrastructure Credit Agreement”); and

9. The State of South Carolina’s Coordinating Council on Economic Development (“CCED”) has approved or will approve a monetary grant for the Project’s benefit, specifically to offset some of the costs associated with the Project (“State Grant”), the funds of which will be received and administered by the County or its affiliates, as grantee, for the benefit of the Project, in accordance with applicable law; and

10. The County has approved a Job Opportunity Grant (“County Grant”) in an amount of $50,000 as further incentive for the Company to create the Jobs; and

11. The County now desires to approve the Infrastructure Credit Agreement, and the Job Opportunity Grant and to consent to administering the State Grant for the benefit of the Project.

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

Section 1. Evaluation of the Project. The County Council has evaluated the Project and finds and affirms based on information provided by the Company that the Project and related infrastructure will enhance the economic development of the County.

Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement. The County Council authorizes and directs the County Council Chairman and the Clerk to Council to execute the Infrastructure Credit Agreement, which shall be in substantially the form now before
the meeting at which this Ordinance received third reading, or with such modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s and the Clerk to Council’s execution of the Infrastructure Credit Agreement; the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

Section 3. Inclusion and Maintenance of the Project in the Park. The County Council hereby approves and ratifies acts of prior Council’s placing the Project Site in the Park.

Section 4. Authorization to Execute and Deliver State Grant Agreement. The County Council authorizes the Chairman of County Council or the County Administrator to execute and deliver any performance agreement with the CCED and the Company in connection with the State Grant in order to effectuate the intent of this Ordinance.

Section 5. Authorization to Administer State Grant. The County shall administer the State Grant in accordance with applicable law, and immediately after receipt by the County and confirmation of the Company’s compliance with the terms and conditions of the State Grant, as applicable, shall provide the proceeds of such grant for the benefit of the Project and as further set forth in any applicable agreement, law, or regulation governing the use of such grant funds in connection with the Project.

Section 6. Approval of County Grant. The County Council approves the County Grant to the Company.

Section 7. Further Acts. The County Council authorizes any authorized individual to take whatever further actions, and enter into whatever further agreements, as (s)he deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 8. Savings Clause. If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 9. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ATTEST:    FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Council Clerk  Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

Infrastructure Credit Agreement
INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

PROJECT MEADOWLARK

AND

FLORENCE COUNTY, SOUTH CAROLINA

[DATE], 2018
INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (“Agreement”) is made and entered into as of [DATE], 2018, by and among Florence County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Florence County Council (“County Council”) as the governing body of the County and [PROJECT MEADOWLARK], a South Carolina limited liability company, its affiliated and related entities and assigns (“Company”) and any other party that may join as a Project Affiliate as that term is defined in this Agreement (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as “Parties,” and individually as a “Party”).

WITNESSETH:

(a) Project Meadowlark, a South Carolina limited liability company, its affiliated and related entities and assigns (“Company”), is planning an investment consisting of the expenditure of approximately $8,476,400 (“Investment”), through the acquisition, construction, lease or purchase of certain land, buildings, furnishings, fixtures, and equipment in order to establish a manufacturing facility in the County (“Project”) and intends to create approximately 42 new jobs in the County (“Jobs”); and

(b) The Project will be located on a portion of real property located entirely within Florence County, with improvements thereon, identified by tax map number [enter] (“Project Site”); and

(c) [Landlord] owns the Project Site and the Company plans to lease the Project Site from [landlord] for the purpose of undertaking the Project in Florence County; and

(d) Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Marion County, South Carolina (“Park”) pursuant to that Agreement for Development of Joint County Industrial and Business Park (“Agreement”), approved by County Ordinance No. 4-2002/03 on September 19, 2002, and

(e) Pursuant to County Ordinance No. 23-2011/12 the Project Site was previously placed in the Park; and

(f) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in the Park are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “Fee Payment”); and
(g) The County is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended (collectively, the “Infrastructure Credit Act”), and Article VIII, Section 13 of the South Carolina Constitution to provide special source revenue credits against Fee Payments for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (as defined below) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and

(h) The Investment may consist of investment made by the Company and any Project Affiliate and shall include the fair market value of the Project Site, as that term is defined below; and

(i) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B; and whose investment with respect to the Project shall (i) be considered part of the Investment for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

Section 1. Infrastructure Credit for Assets at Project Site. Subject to the provisions herein, the County grants an annual infrastructure credit (“Infrastructure Credit”) to the Company and any Project Affiliate in an amount equal to 40% of the annual Fee Payment due for a period of 30 years (“Credit Period”) for all Investments placed in service within the Investment Period (as defined below). The Infrastructure Credit set forth in this Agreement shall apply to the Fee Payments due with respect to the Project in connection with Investments made during the remainder of the 2018 calendar year, and in service as of December 31, 2018, and for each year thereafter through December 31, 2023 (“Investment Period”). The Infrastructure Credit shall apply for the full Credit Period for that portion of the Investment made each year during the Investment Period. The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due.

Any Infrastructure Credit provided under this Agreement shall be credited against the Fee Payment invoiced to the Company and Project Affiliate by the County to defray expenditures made by the Company and any Project Affiliate, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project, for improved or unimproved real estate or for machinery and equipment. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s aggregate investment in such eligible expenditures as of such time.
The Infrastructure Credits are in lieu of all other statutory exemptions or abatements that may be applicable to the investment that is subject to this Agreement, including but not limited to the exemptions allowed under Section 3(g), Article X of the Constitution of the State of South Carolina and the exemptions allowed under Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina 1976, as amended.

In the event that the capitalized investment that the Company makes does not reach and remain at or above $2,500,000 as of the end of the Investment Period, this Agreement shall terminate, and the Company shall pay the County the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if this Agreement had never taken effect, with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of payments the Company has made pursuant to this Agreement through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the rates in effect for the late payment of ad valorem taxes and shall be due within 90 days after the last day of the Investment Period.

Section 2. Project Shall Remain in the Park. The County shall ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project, or otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company and any Project Affiliate to receive the Infrastructure Credit benefits set forth in this Agreement and certain state income tax credit benefits resulting therefrom. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company and any Project Affiliate to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

Section 3. Addition of Project Affiliates. Any Project Affiliate that controls, is controlled by, or is under common control with the Company may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of a Joinder Agreement, in a form substantially similar to that shown on the attached Exhibit B with any changes not materially adverse to the County, a fully executed copy of which will be delivered to the County. Any other Project Affiliate may join this Agreement with the consent of the County, which consent shall not be unreasonably withheld, upon the execution of a Joinder Agreement on the terms described above.

Section 4. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms
hereof require receipt rather than sending of any notice, in which case such provision shall control:

**AS TO THE COUNTY:** Florence County, South Carolina  
ATTN: County Administrator  
180 N. Irby Street  
Florence, South Carolina 29501  
Telephone: (843) 665-3035  
Fax: (843) 665-3042  
Email: kgrsmith@florenceco.org

**WITH A COPY TO:** Haynsworth Sinkler Boyd, P.A.  
ATTN: Will R. Johnson, Esquire  
1201 Main Street, Suite 2200  
Columbia, South Carolina 29201  
Telephone: (803) 540-7945  
Fax: (803) 765-1243  
Email: wjohnson@hsblawfirm.com

**AS TO THE COMPANY:** [PROJECT MEADOWLARK]  
ATTN:  
[address]  
[address]  
Telephone:  
Fax:  
Email:

**WITH A COPY TO:** Parker Poe Adams & Bernstein LLP  
ATTN: Sam C. Moses, Esquire  
Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1100  
Columbia, South Carolina 29201  
Telephone: (803) 255-8000  
Facsimile: (803) 255-8017  
Email: sammoses@parkerpoe.com

**Section 5. ** **Binding Effect.** This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.
Section 6. **Counterparts.** The Parties may execute this Agreement in any number of counterparts, in original or by facsimile or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7. **Governing Law.** This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 8. **Amendments.** The Parties may modify or amend this Agreement only in a writing signed by the Parties.

Section 9. **Further Assurance.** From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

Section 10. **Severability.** If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

Section 11. **Assignment.** This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution.

Section 12. **Limited Obligation.** This Agreement and the Infrastructure Credits becoming hereunder are limited obligations of the County provided by the County solely from the fee payments received by the County for the Project pursuant to the Park Agreement, and do not and shall never constitute a general obligation or an indebtedness of the County or any municipality within the meaning of any constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and do not and shall never constitute or give rise to a pecuniary liability of the County or any municipality or a charge against their general credit or taxing power. The full faith, credit, and taxing power of the County or any municipality are not pledged for the Infrastructure Credits.

Section 13. **Reporting.**
(a) Each year during the term of this Agreement, the Company shall deliver to the County Auditor, Assessor, Treasurer, and Finance Director a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Agreement with the County Auditor, Assessor, Treasurer, and Finance Director within thirty (30) days after the date of execution and delivery hereof.

(c) In its annual property tax filing, the Company shall list all investments subject to this agreement on a separate schedule, with such schedule notated in a reasonable manner to indicate “2018 SSRC Agreement.”

Section 14. Indemnification; Administration Expenses.

(a) The Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Agreement, and Company further, shall indemnify and save the County harmless against and from all claims arising during the term of this Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees related to the Project, (iv) any act of negligence related to the Project of any assignee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee of the Company, or (v) any environmental violation, condition, or effect related to the Project. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend them or either of them in any such action, prosecution or proceeding.

Notwithstanding the fact that it is the intention of the Parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, or by reason of the performance of any act requested of it by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employers should incur any such pecuniary liability other than as a result of their own negligence or willful or intentional misconduct, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

(b) The Company shall pay the County’s legal fees incurred with the review and preparation of this Agreement in an amount not to exceed $5,000. Such amount shall be paid within thirty (30) days of the Company’s receipt of an invoice for such legal fees.

(c) These indemnification covenants shall be considered included in and incorporated by reference in any subsequent documents related to the Project or this Agreement that the Company
requests the County sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

_Signature pages follow._
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

Kent C. Caudle, Chairman
Florence County Council

(SEAL)
ATTEST:

Connie Y. Haselden, Clerk to Council
Florence County Council
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

[PROJECT MEADOWLARK]

By: ________________________________

Its: ________________________________
EXHIBIT A

Project Site
EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to that certain Infrastructure Credit Agreement effective [DATE], 2018 (“Infrastructure Credit Agreement”), between Florence County, South Carolina (“County”) and [PROJECT MEADOWLARK (the “Company”).

1. Joinder to Infrastructure Credit Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Infrastructure Credit Agreement except the following: _______________________; (b) acknowledges and agrees that (i) in accordance the Infrastructure Credit Agreement, the undersigned has been designated as a Project Affiliate by the Company for purposes of the Project; and (ii) the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Infrastructure Credit Agreement, unless otherwise set forth herein.

2. Capitalized Terms.

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


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

4. Notice.

Notices under Section 5 of the Infrastructure Credit Agreement shall be sent to:

[                   ]

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

__________________________________________
Date      Name of Entity

By: ____________________________
Name: ____________________________
Its: ____________________________
Address: ____________________________
IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Project Affiliate under the Infrastructure Credit Agreement effective as of the date set forth above.

By: ____________________________
Name: ____________________________
Its: ____________________________
Date: ____________________________
Address: ____________________________

AGENDA ITEM: Ordinance No. 27-2017/18 – Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Project Care (The “Company”) And Florence County, South Carolina (The “County”) And Project Care, Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company Providing For The Payment By The Company Of Certain A Fees-In-Lieu Of Ad Valorem Taxes And Other Matters Relatinged Thereto.]

OPTIONS:
1. (Recommended) Approve Second Reading of Ordinance No. 27-2017/18 with Revised Title.

ATTACHMENTS:
Proposed Ordinance No. 27-2017/18
ORDINANCE NO. 27-2017/18

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 Project Care (The “Company”) And Florence County, South Carolina (The “County”) And Project Care, Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company Providing For The Payment By The Company Of Certain A Fees-In-Lieu Of Ad Valorem Taxes And Other Matters Relatinged Thereto.

WHEREAS:

1. Florence County, South Carolina (the “County”) desires to enter into a Fee-in-Lieu of Tax Agreement with Project Care, a South Carolina corporation (the “Company”), as the Company has expressed its intent to the County to make a capital investment in Florence County; and

2. As a result of the Company’s desire to undergo such investment, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and the Company in order to encompass the terms of such investment; and

3. The County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the Act; and

4. The Company proposes to develop a facility in Florence County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the “Negotiated FILOT Project”) which the Company has represented will consist of a capital investment of approximately Eleven Million, Two Hundred Twenty Eight Thousand, Eight Hundred Fifty-Eight and 00/100 Dollars ($11,228,858.00) and the addition of approximately thirty two (32) new, full-time jobs; and

5. The Negotiated FILOT Project is located entirely within the County and will be subject to the fee-in-lieu of tax arrangements as described herein; and
6. The County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the “Incentives”); and

7. It is in the public interest, for the public benefit and in furtherance of the public purposes of the Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the Act for the Incentives.

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

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

(a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

(b) the anticipated dollar amount and nature of the investment to be made; and

(c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council’s investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby find that:

(a) the Negotiated FILOT Project will constitute a “project” as that term is defined in the Act;

(b) the Negotiated FILOT Project will serve the purposes of the Act;

(c) the Company anticipates capital investment in the Project of approximately Eleven Million Two Hundred Twenty Eight Thousand, Eight Hundred Fifty-Eight and 00/100 Dollars ($11,228,858.00), and the addition of approximately thirty two (32) new jobs, in each case within five (5) years from the end of the property tax year in which the Company and the County execute the FILOT Agreement (as defined herein);

(d) the Negotiated FILOT Project will be located entirely within the County;

(e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;

the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

the inducement of the location of the Negotiated FILOT Project is of paramount importance; and

the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the Act, the Negotiated FILOT Project is designated as “economic development property” under the Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a six percent (6%) assessment ratio and a millage rate equal to the lower of the millage rates applicable to the Negotiated FILOT Project location as of June 30, 2017 or June 30, 2018, all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and between the County and the Company (the “FILOT Agreement”).

Section 4. Execution of the Fee Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge, and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 5. Miscellaneous.

(a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council.

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

(e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ATTEST:    FLORENCE COUNTY COUNCIL:

_________________________________  ______________________________
Connie Y. Haselden, Council Clerk  Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

PROJECT CARE

Dated as of _____________, 2018
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).
FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of ______________, 2018 by and between FLORENCE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Florence County Council (the “County Council”) as the governing body of the County, and PROJECT CARE, a South Carolina corporation (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (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.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.
“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Company of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which 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 enter into this Fee Agreement.

“Company” shall mean PROJECT CARE and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.
“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2018 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina ad valorem taxation.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.
“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to ad valorem taxes or FILOT payments by the Company.
ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from ad valorem taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 334.0 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2017, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

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

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a healthcare facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

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

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company in accordance with Section 3.3(a) or (b) above with respect to property placed in service as part of the Project.

(d) Whenever the County shall be required by any governmental or financing entity to file or produce any reports, notices, returns, or other documents related to this transaction while this Fee Agreement is in effect, the Company shall promptly furnish to the County through
the County Administrator the completed form of such required documents, to the extent that the Company possesses the information necessary to complete the documents. In the event of a failure or refusal of the Company to comply with this provision, within 30 days after presentation of a statement by the County, the Company shall pay the attorney’s fees the County incurs in producing and filing such documents and any fees, penalties, assessments, or damages that the law imposes upon the County by reason of its failure duly to file or produce such documents.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2017, which is 334.0 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

The Company and the County hereby agree that the Company may, upon written notice to the County, elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act. Such election shall be evidenced by an amendment to this Fee Agreement.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to ad valorem taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular ad valorem taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and ad valorem taxes for the same property over the same period in question.

(c) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the Company until the Company shall have fully paid the amount, and the Company agrees to pay...
the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of \textit{ad valorem} taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The County’s right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of \textit{ad valorem} taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the
Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular ad valorem taxes on the Economic Development Property part of the Project.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to ad valorem property taxes to the extent the Property remains in the State and is otherwise subject to ad valorem property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.
(b) **Election to Rebuild.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.8 **Condemnation.**

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) **Partial Taking.** In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 **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 (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may 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. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by 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 as previously described. Prior to disclosing any Confidential Information, 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. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.10 Assignment.** With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act, or for any merger, consolidation, or transfer of all or substantially all of the Company’s assets if the surviving or transferee entity assumes all of the Company’s obligations hereunder and has a tangible net worth equal to or greater than the tangible net worth of the Company immediately prior to the sale.

**Section 4.11 No Double Payment; Future Changes in Legislation.**

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.
In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) 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 attorney’s 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.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be
extended to cover such additional period during which the County is diligently pursuing corrective action; or

(f) A cessation of operations at the Project by the Company except as a result of condemnation or casualty if the Company elects to continue operations thereafter.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(1) terminate the Fee Agreement; or
(2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company’s failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as Section 12-44-90 of the Act provides. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code of Laws of South Carolina, 1976, as amended) provides with regard to the enforced collection of ad valorem taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(1) bring an action for specific enforcement;
(2) terminate the Fee Agreement; or
(3) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

(c) Neither party shall be entitled to any exemplary, consequential, or punitive damages as a result of any breach hereunder.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further
exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

**ARTICLE VI**

**MISCELLANEOUS**

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below via United States Postal Service or recognized overnight carrier, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE COMPANY:**

_________________________
Attn: ____________________
_________________________

WITH A COPY TO (which shall not constitute notice):

_________________________
Attn: ____________________
_________________________

**IF TO THE COUNTY:**

Florence County, South Carolina
Attn: County Administrator
180 North Irby Street, MSC-G
Florence, SC  29501

WITH A COPY TO (which shall not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC  29211-1889

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer
of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company with the benefits of such change in the Act or South Carolina laws.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight
embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company’s reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days’ notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company’s obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance.

ARTICLE VII
INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County (i) the Company shall agree to indemnify and save the County, its members, officers, employees, and agents (collectively, the “Indemnified Parties”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Fee Term, and, the Company further shall indemnify and save the Indemnified Parties harmless against and
from all claims arising during the Fee Term from (A) any condition of the Project, (B) any breach or default on the part of the Company in the performance of any of its obligations under this Fee Agreement, (C) any act of negligence of the Company, or of any agents, contractors, employees, or licensees, (D) except in such cases where the County has released the Company, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, employees, or licensees of any assignee or sublessee of Company, and/or (E) any environmental violation, condition, or effect. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Fee, by reason of the execution of this Fee Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers, or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding; provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the gross negligent acts or omissions or willful misconduct of the County, its agents, officers, or employees, or (ii) any breach of this Fee Agreement by the County.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Fee Agreement which the County is requested to sign on behalf of the Company with respect to the Project, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Fee Agreement pursuant to any provision elsewhere in this Fee Agreement shall relieve the Company of its liability and obligations to make the payments required by this Section 7.1, all of which shall survive any such termination.

Section 7.2 No Liability of County Personnel. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and shall be binding upon any member of the County Council or any officer, agent, servant, or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servant, or employee of the County, and no recourse shall be had against any member of the County Council or any officer, agent, servant, or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FLORENCE COUNTY,
SOUTH CAROLINA

Signature: __________________________
Name: Kent C. Caudle
Title: Chairman of County Council

ATTEST:

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

PROJECT CARE

Signature: __________________________
Name: __________________________
Title: __________________________
EXHIBIT A
LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION HERE]
AGENDA ITEM: Ordinance No. 28-2017/18
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Florence County Located On W. Main St., Timmonsville, SC, As Shown On Florence County Tax Map No. 70013, Block 01, Portions Of Parcels 001 And 002; Consisting Of Approx. 1.48 Acres From Single Family Residential District (R-3) To General Commercial District (B-4); And Other Matters Related Thereto.]
(Planning Commission approved 7 to 0; Council District 4)

POINTS TO CONSIDER:
1. The subject property is currently zoned Single Family Residential District (R-3) and General Commercial District (B-4).
2. Surrounding land uses consist of Commercial Business and Residential.

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 28-2017/18
2. Staff report for PC#2018-03
3. Zoning Map
4. Aerial Map
ORDINANCE NO. 28-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Florence County Located On W. Main St., Timmonsville, SC, As Shown On Florence County Tax Map No. 70013, Block 01, Portions Of Parcels 001 And 002; Consisting Of Approx. 1.48 Acres From Single Family Residential District (R-3) To General Commercial District (B-4); 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 March 27, 2018.

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

1. Property located on W. Main St., Timmonsville, SC, bearing Tax Map No. 70013, Block 01, Portions of Parcels 001 and 002 is hereby rezoned to General Commercial District (B-4).

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

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

ATTEST: __________________________

Connie Y. Haselden, Council Clerk

SIGNED: __________________________

Kent C. Caudle, Chairman

COUNCIL VOTE:

APPROVED

OPPOSED:

ABSENT:
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, APRIL 19, 2018
PC#2018-03

SUBJECT:  Rezoning request from Single Family Residential District (R-3) to General Commercial District (B-4)

LOCATION:  W. Main St., Timmonsville, SC

TAX MAP NUMBER:  0070013, Block 01, Portions of Parcels 001 and 002

COUNCIL DISTRICT(S):  4; County Council

OWNER OF RECORD:  Florence County

APPLICANT:  Florence County

LAND AREA:  1.48 Acres

WATER /SEWER AVAILABILITY:  City of Florence

ADJACENT WATERWAYS/ BODIES OF WATER:

FLOOD ZONE:  No

STAFF RECOMMENDATION:
Staff recommends approval of the request.

STAFF ANALYSIS:
1. Existing Land Use and Zoning:
The subject property is currently vacant and split zoned Single Family Residential District (R-3) and General Commercial District (B-4).

2. Proposed Land Use and Zoning:
The proposal is to rezone the Single Family Residential District (R-3) portions of the parcels to mirror the remainder of the parcels which is General Commercial District (B-4).

3. Surrounding Land Use and Zoning:
   North: Commercial/B-4/Town of Timmonsville
   South: Single Family Residential/R-3/Town of Timmonsville
   West: Commercial and Single Family Residential/B-4 and R-3/Town of Timmonsville
   East: Single and Multi-Family Residential/R-3/Town of Timmonsville
4. Transportation Access and Circulation:
   Present access to the property is by way of W. Main St., Orange St., W. Market St., and S. Keith St.

5. Traffic Review:
   The rezoning of this property will have a minimal effect on traffic flow for the area.

6. Chapter 30-Zoning Ordinance
   The intent of the General Commercial District: The intent of this district is to promote the concentration and vitality of commercial and business uses in the downtown area. This district is characterized by wall-to-wall or lot line to lot line development, sidewalks, and public parking lots.

FLORENCE COUNTY PLANNING COMMISSION ACTION – MARCH 27, 2018:
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the Single Family Residential District (R-3) zoned portions of the referenced parcels located on W. Main St., Timmonsville, SC to General Commercial District (B-4).
AGENDA ITEM: Ordinance No. 29-2017/18
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Jeffery A. Weekfall Located On 304 E. Fifth Ave., Pamplico, SC, As Shown On Florence County Tax Map No. 60006, Block 10, Parcel 016; Consisting Of Approx. 0.384 Acres From Multi-Family Residential District (R-5) To Rural Community District (RU-1); And Other Matters Related Thereto.]
(Planning Commission approved 7 to 0; Council District 2)

POINTS TO CONSIDER:
1. The subject property is currently zoned Multi-Family Residential District (R-5).
2. Surrounding land uses consist of Residential and Vacant Land.

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 29-2017/18
2. Staff report for PC#2018-04
3. Zoning Map
4. Aerial Map
ORDINANCE NO. 29-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Jeffery A. Weekfall Located On 304 E. Fifth Ave., Pamplico, SC, As Shown On Florence County Tax Map No. 60006, Block 10, Parcel 016; Consisting Of Approx. 0.384 Acres From Multi-Family Residential District (R-5) To Rural Community District (RU-1); And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and

2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on March 27, 2018.

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

1. Property located on 304 E. Fifth Ave., Pamplico, SC, bearing Tax Map No. 60006, Block 10, Parcel 016 is hereby rezoned to Rural Community District (RU-1).

2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

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

ATTEST:                                                          SIGNED:

Connie Y. Haselden, Council Clerk                            Kent C. Caudle, Chairman

COUNCIL VOTE:                                            OPPOSED:

Approved as to Form and Content                              ABSENT:

D. Malloy McEachin, Jr., County Attorney
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, MARCH 27, 2018
PC#2018-04

SUBJECT: Rezoning request from Multi-Family Residential District (R-5) to Rural Community District (RU-1)

LOCATION: 304 E. Fifth Ave., Pamplico, SC

TAX MAP NUMBER: 60006, Block 10, Parcel 016

COUNCIL DISTRICT(S): 2; County Council

OWNER OF RECORD: Jeffery A. Weekfall

APPLICANT: Jeffery A. Weekfall

LAND AREA: 0.384 Acres

WATER /SEWER AVAILABILITY: Town of Pamplico

ADJACENT WATERWAYS/BODIES OF WATER: None

FLOOD ZONE: No

STAFF RECOMMENDATION:
Staff recommends approval of the request.

STAFF ANALYSIS:
1. Existing Land Use and Zoning:
Currently there is an accessory building on this property with no main structure and it is zoned Multi-Family Residential District (R-5).

2. Proposed Land Use and Zoning:
The proposal is to rezone to Rural Community District (RU-1) to comply with the County’s ordinance which allows the applicant’s proposal to place a single wide manufactured home on the property.

3. Surrounding Land Use and Zoning:
   North: Residential/RU-1/Town of Pamplico
   South: Residential/R-5/Town of Pamplico
   West: Vacant/RU-1/Town of Pamplico
   East: Residential/R-5/Town of Pamplico
4. **Transportation Access and Circulation:**
   Present access to the property is by way of E. Fifth Ave., and Oak St.

5. **Traffic Review:**
   The rezoning of this property will have a minimal effect on traffic flow for the area.

6. **Chapter 30-Zoning Ordinance**
   The intent of the RU-1, Rural Community District: The intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

**FLORENCE COUNTY PLANNING COMMISSION ACTION – MARCH 27, 2018:**
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 304 E. Fifth Ave., Pamplico, SC from Multi Family Residential District ((R-5)) to Rural Community District (RU-1).
AGENDA ITEM: Introduction of Ordinance No. 30-2017/18

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:
(An Ordinance To Ratify FY18 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.)

POINTS TO CONSIDER:
1. There have been grants received during the year that need to be formally appropriated by Council.
2. Contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 in the amount of $2,138,833 require the unexpended balances of purchase orders in the amount of $551,032 to be added to General Fund fund balance, the unexpended balances of purchase orders in the amount of $652 to be added to Unified Fire Fund fund balance, the unexpended balances of purchase orders in the amount of $16,999 to be added to Local Hospitality Tax Fund fund balance, the unexpended balances of purchase orders in the amount of $31,429 to be added to Solid Waste Fund fund balance, and the unexpended balances of purchase orders in the amount of $1,538,721 to be added to E911 Fund fund balance.
3. Revenue was received by the Florence County Parks and Recreation Department for special events which required an additional appropriation of $555 above the original FY18 budget.
4. A contract was entered into for the repair of the roof of the Planning Building. The cost of this contract is being funded by insurance proceeds, which required an additional appropriation of $32,400 above the original FY18 budget.
5. A contract was entered into for the automation of the Council agenda process, as well as the automation of other processes in various other offices. In addition, a contract was entered into for new software for the Register of Deeds function for the Clerk of Court's office. The cost of these two contracts is being funded by bond proceeds which required an additional appropriation of $500,000 above the original FY18 budget.
6. At its regular meeting on January 18, 2018, Florence County Council approved the purchase of additional land for the Greenwood Park. The cost of this contract is being funded by the use of General Fund fund balance, which required an additional appropriation of $121,000 above the original FY18 budget.
7. The contract for waste tire removal needed to be extended for the remainder of FY18 and increased by $75,000.

FUNDING FACTORS:
1. County Council has previously accepted the various grant agreements. This Ordinance approves the formal appropriation for the related grant expenditures.
2. The allocation for contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 in the amount of $2,138,833 is being funded from General Fund fund balance in the amount of $551,032, Unified Fire Fund fund balance in the amount of $652, Local Hospitality Tax Fund fund balance in the amount of $16,999, Solid Waste Fund fund balance in the amount of $31,429, and E911 Fund fund balance in the amount of $1,538,721, since savings in these amounts were realized in FY17.
3. The appropriation to the Florence County Parks and Recreation Department in the amount of $555 is being funded from revenue received for special events.
4. The appropriation to the Planning Department for the repair of the Planning Building roof in the amount of $32,400 is being funded from insurance proceeds.
5. The appropriation to Contingency for the automation of the Council agenda process, as well as the automation of other processes in various other offices, and the contract for new software for the Register of Deeds function in the Clerk of Courts Office at a total cost of $500,000 is being funded by bond proceeds.
6. The appropriation to Contingency to purchase additional land for Greenwood Park in the amount of $121,000 is being funded from General Fund fund balance.
7. The appropriation for the Solid Waste Fund necessary to extend the waste tire contract in an additional amount of $75,000 is being funded from the Solid Waste Fund fund balance, based on state revenue and tipping fees received in previous fiscal years that were ultimately deposited into fund balance.

OPTIONS:
2. Provide An Alternate Directive

ATTACHMENT:
Copy of Proposed Ordinance No. 30-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY18 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.]

WHEREAS:

1. The previous adoption of various resolutions by County Council requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and

2. As a result of these resolutions, the County Council will adopt a final budget amendment ordinance ratifying budget resolutions authorized by Council during the fiscal year, as well as grants, any other supplemental appropriation actions, and other non-recurring allocations in accordance with the 1976 South Carolina Code of Laws, as amended.

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

1. The Florence County Council hereby amends the FY18 budgetary appropriations and directs the allocation of the receipt of nonrecurring revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY18 appropriated budgets:

   a. GENERAL FUND (FUND #10)

      1) Based on the receipt of additional revenue for various special events hosted by the Florence County Parks and Recreation Department, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

         Revenue 010-371-370-100-0000 $ 555
         Expenditures 010-471-451-100-4700 $ 555

      2) A contract was entered into for the repair of the roof of the Planning Building. This repair was funded by insurance proceeds. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

         Revenue 010-371-370-101-0000 $ 32,400
         Expenditures 010-411-418-100-4560 $ 32,400
3) A contract was entered into for the automation of the Council agenda process, as well as the automation of other processes in various other offices. In addition, a contract was entered into for new software for the Register of Deeds function for the Clerk of Court’s office. These two contracts were funded by bond proceeds. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-371-393-100-0000</td>
<td>010-411-488-000-8800</td>
</tr>
<tr>
<td>$500,000</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

4) At its regular meeting on January 18, 2018, Florence County Council approved the purchase of additional land for the Greenwood Park. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-488-000-8800</td>
</tr>
<tr>
<td>$121,000</td>
<td>$121,000</td>
</tr>
</tbody>
</table>

5) Contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 require the unexpended balances of the purchase orders to be added to General Fund fund balance. These unexpended balances are in need of being carried over into FY18. Based on various FY17 uncompleted contracts and purchase orders being carried over into FY18, Florence County Council hereby directs the appropriation of the following expenditures and the use of fund balance for its funding:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-402-000-4700</td>
</tr>
<tr>
<td>$551,032</td>
<td>$415</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-406-000-1100</td>
</tr>
<tr>
<td>$416</td>
<td>$216</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-407-600-1100</td>
</tr>
<tr>
<td>$45</td>
<td>$920</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-412-000-0200</td>
</tr>
<tr>
<td>$4,026</td>
<td>$870</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-412-000-9512</td>
</tr>
<tr>
<td>$1,280</td>
<td>$1,280</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-413-100-0100</td>
</tr>
<tr>
<td>$186</td>
<td>$186</td>
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<tr>
<td>010-399-999-999-9500</td>
<td>010-411-414-100-1100</td>
</tr>
<tr>
<td>$81</td>
<td>$81</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-417-000-1300</td>
</tr>
<tr>
<td>$1,693</td>
<td>$1,693</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-418-100-1200</td>
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<td>$221,030</td>
<td>$221,030</td>
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<tr>
<td>010-399-999-999-9500</td>
<td>010-411-420-000-4700</td>
</tr>
<tr>
<td>$3,136</td>
<td>$3,136</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-427-000-1200</td>
</tr>
<tr>
<td>$7,361</td>
<td>$7,361</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-411-427-000-9512</td>
</tr>
<tr>
<td>$2,430</td>
<td>$2,430</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-421-421-110-1100</td>
</tr>
<tr>
<td>$166</td>
<td>$166</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-421-421-110-9100</td>
</tr>
<tr>
<td>$91,194</td>
<td>$91,194</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-421-426-000-6400</td>
</tr>
<tr>
<td>$3,666</td>
<td>$3,666</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-451-423-000-9100</td>
</tr>
<tr>
<td>$182,942</td>
<td>$182,942</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-451-442-000-8600</td>
</tr>
<tr>
<td>$836</td>
<td>$836</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-471-451-600-6400</td>
</tr>
<tr>
<td>$21,893</td>
<td>$21,893</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-471-455-000-1100</td>
</tr>
<tr>
<td>$86</td>
<td>$86</td>
</tr>
<tr>
<td>010-399-999-999-9500</td>
<td>010-471-455-000-6400</td>
</tr>
<tr>
<td>$6,560</td>
<td>$6,560</td>
</tr>
</tbody>
</table>

b. **UNIFIED FIRE FUND (FUND #37)**

1) Contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 require the unexpended balances of the purchase orders to be added to Unified Fire Fund fund balance. These unexpended balances are in need of being
carried over into FY18. Based on various FY17 uncompleted contracts and purchase orders being carried over into FY18, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>037-399-999-999-9500</td>
<td>$ 652</td>
</tr>
<tr>
<td>037-451-428-900-2000</td>
<td>$ 652</td>
</tr>
</tbody>
</table>

c. **LOCAL HOSPITALITY TAX FUND (FUND #124)**

1) Contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 require the unexpended balances of the purchase orders to be added to Local Hospitality Tax Fund fund balance. These unexpended balances are in need of being carried over into FY18. Based on various FY17 uncompleted contracts and purchase orders being carried over into FY18, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>124-399-999-999-9500</td>
<td>$ 16,999</td>
</tr>
</tbody>
</table>

d. **SOLID WASTE FUND (FUND #421)**

1) Based on the need to extend the waste tire disposal contract and fund this increased appropriation from state revenue and tipping fees received in previous fiscal years, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>421-399-999-999-9500</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>421-441-432-200-6416</td>
<td>$ 75,000</td>
</tr>
</tbody>
</table>

2) Contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 require the unexpended balances of the purchase orders to be added to Solid Waste Fund fund balance. These unexpended balances are in need of being carried over into FY18. Based on various FY17 uncompleted contracts and purchase orders being carried over into FY18, Florence County Council hereby directs the appropriation of the following expenditures and the use of fund balance for its funding:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>421-399-999-999-9500</td>
<td>$ 31,429</td>
</tr>
<tr>
<td>421-441-432-100-1200</td>
<td>$ 663</td>
</tr>
<tr>
<td>421-441-432-200-6416</td>
<td>$ 30,766</td>
</tr>
</tbody>
</table>

e. **E911 FUND (FUND #431)**

1) Contracts and related purchase orders in various stages of completion at the end of FY17 and incomplete as of June 30, 2017 require the unexpended balances of the purchase orders to be added to E911 Fund fund balance. These unexpended balances are in need of being carried over into FY18. Based on various FY17 uncompleted contracts and purchase orders being carried over into FY18, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>431-399-999-999-9500</td>
<td>$1,538,721</td>
</tr>
<tr>
<td>431-421-426-100-9200</td>
<td>$1,538,721</td>
</tr>
</tbody>
</table>
f. GRANT FUND (FUND #141)

The FY18 Budget is hereby amended to increase revenue and expenditures for various grants awarded during the fiscal year. The grants, grant numbers, and amounts are as follows:

<table>
<thead>
<tr>
<th>Grant Description</th>
<th>Grant Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Dist #1 SRO</td>
<td>4201</td>
<td>$363,156</td>
</tr>
<tr>
<td>School Dist #2 SRO</td>
<td>4201</td>
<td>$54,080</td>
</tr>
<tr>
<td>School Dist #3 SRO</td>
<td>4201</td>
<td>$108,160</td>
</tr>
<tr>
<td>School Dist #5 SRO</td>
<td>4201</td>
<td>$54,080</td>
</tr>
<tr>
<td>Florence County Museum</td>
<td>4207</td>
<td>$18,118</td>
</tr>
<tr>
<td>17LEMPG</td>
<td>4233</td>
<td>$151,320</td>
</tr>
<tr>
<td>Project Swamp Fox</td>
<td>4234</td>
<td>$550,000</td>
</tr>
<tr>
<td>Project Patheon</td>
<td>4237</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Hurricane Matthew</td>
<td>4238</td>
<td>$122,323</td>
</tr>
<tr>
<td>Miracle League Field</td>
<td>4241</td>
<td>$164,000</td>
</tr>
<tr>
<td>FEMA – AFG</td>
<td>4244</td>
<td>$187,000</td>
</tr>
<tr>
<td>Project Horseshoe</td>
<td>4245</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Public Defender</td>
<td>4248</td>
<td>$174,054</td>
</tr>
<tr>
<td>Used Oil – FY2018</td>
<td>4249</td>
<td>$22,762</td>
</tr>
<tr>
<td>Waste Tire – FY2018</td>
<td>4250</td>
<td>$40,255</td>
</tr>
<tr>
<td>Justice Center Mural</td>
<td>4252</td>
<td>$20,000</td>
</tr>
<tr>
<td>DUI Prosecutor</td>
<td>4253</td>
<td>$146,508</td>
</tr>
<tr>
<td>First Responder Radios</td>
<td>4273</td>
<td>$43,508</td>
</tr>
<tr>
<td>DSS Incentives</td>
<td>4277</td>
<td>$620,828</td>
</tr>
<tr>
<td>DSS Unit Cost</td>
<td>4278</td>
<td>$409,960</td>
</tr>
<tr>
<td>Project Blanket</td>
<td>4280</td>
<td>$25,000</td>
</tr>
<tr>
<td>CDV – Solicitor</td>
<td>4294</td>
<td>$111,190</td>
</tr>
<tr>
<td>FY18SPE – Museum</td>
<td>4301</td>
<td>$2,000</td>
</tr>
<tr>
<td>Vaughn Memorial</td>
<td>4302</td>
<td>$855</td>
</tr>
<tr>
<td>EQ-8-158</td>
<td>4303</td>
<td>$18,190</td>
</tr>
<tr>
<td>Project Veg3</td>
<td>4304</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>RNCVI Travel Award</td>
<td>4305</td>
<td>$400</td>
</tr>
<tr>
<td>Duke Energy</td>
<td>4307</td>
<td>$40,000</td>
</tr>
<tr>
<td>Traffic Safety Unit – Year 2</td>
<td>4309</td>
<td>$192,081</td>
</tr>
<tr>
<td>DUI – Year 1</td>
<td>4310</td>
<td>$122,178</td>
</tr>
<tr>
<td>bWC</td>
<td>4311</td>
<td>$52,800</td>
</tr>
<tr>
<td>LEN</td>
<td>4312</td>
<td>$10,000</td>
</tr>
<tr>
<td>SCAC – Library/Museum</td>
<td>4313</td>
<td>$79,856</td>
</tr>
<tr>
<td>Body Coolers – Coroner</td>
<td>4314</td>
<td>$12,000</td>
</tr>
<tr>
<td>SCDHEC – EMS</td>
<td>4315</td>
<td>$14,851</td>
</tr>
<tr>
<td>17SHSP24</td>
<td>4316</td>
<td>$48,000</td>
</tr>
<tr>
<td>2016 LEMP2G Supplement</td>
<td>4317</td>
<td>$17,800</td>
</tr>
<tr>
<td>Environmental – Lake City Park</td>
<td>4319</td>
<td>$11,500</td>
</tr>
<tr>
<td>Project Presto</td>
<td>4320</td>
<td>$100,000</td>
</tr>
<tr>
<td>Project Poole</td>
<td>4323</td>
<td>$100,000</td>
</tr>
<tr>
<td>Library – Pamlico gifts</td>
<td>4325</td>
<td>$1,000</td>
</tr>
<tr>
<td>CSLP Collaborative Summer Reading</td>
<td>4328</td>
<td>$1,450</td>
</tr>
<tr>
<td>Summer Reading</td>
<td>4330</td>
<td>$1,000</td>
</tr>
<tr>
<td>Records Improvement – Clerk of Court</td>
<td>4392</td>
<td>$2,500</td>
</tr>
<tr>
<td>Solicitor’s Juvenile Arbitrator</td>
<td>4399</td>
<td>$61,010</td>
</tr>
<tr>
<td>Solicitor’s Salary Supplement</td>
<td>4400</td>
<td>$549,632</td>
</tr>
<tr>
<td>Solicitor’s Pre-trial Intervention</td>
<td>4401</td>
<td>$155,332</td>
</tr>
</tbody>
</table>
2. This Ordinance includes the ratification of all grant and budget related resolutions and actions previously approved by Florence County Council for the fiscal year ending 06/30/18.

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

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

ATTEST:  

SIGNED:  

Connie Y. Haselden  
Clerk to Council  

Kent C. Caudle, Chairman  
Florence County Council  

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:  

147
AGENDA ITEM: Introduction of Ordinance No. 01-2018/19

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, 2018 And Ending June 30, 2019; 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. 01-2018/19 is the budget ordinance for next fiscal year.
2. The proposed budget includes a 1.7 mill increase for the General Fund to cover the 1% increase in the employer contribution to the South Carolina Retirement System (SCRS) and the Police Officer Retirement System (PORS) (approximately $330,000), the increase in the employer share of the County’s health insurance premiums (approximately $625,000), the cost to annualize the eight security officers for the new judicial center (approximately $154,000), the cost to annualize the twenty positions added to EMS in the FY2017/18 budget (approximately $407,000), the increased cost of utilities, service contracts, and janitorial costs for the new judicial center (approximately $455,000), and the cost of a 3% within-grade adjustment for selected employees (approximately $502,000).
3. As a result of the inclusion of West Florence Fire Department in the Unified Fire District, the debt service millage for the Unified Fire District Debt Service Fund has been reduced to 3.9 mills from 7.4 mills.

FUNDING FACTORS:

NONE

OPTIONS:


ATTACHMENTS:

1. Copy of Ordinance No. 01-2018/19
ORDINANCE NO. 01-2018/19

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, 2018 And Ending June 30, 2019; 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


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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2018-2019 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:

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
<th>FY19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florence County</td>
<td>75.6</td>
<td>77.3</td>
</tr>
<tr>
<td>Debt Service</td>
<td>12.7</td>
<td>12.7</td>
</tr>
</tbody>
</table>

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 FY19 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)
<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Name</th>
<th>Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>County General Fund</td>
<td>$60,872,031</td>
</tr>
<tr>
<td>37</td>
<td>Fire and First Responder Fund*</td>
<td>$6,544,047</td>
</tr>
<tr>
<td>45</td>
<td>Debt Service Fund*</td>
<td>$5,892,575</td>
</tr>
<tr>
<td>49</td>
<td>Fire and First Responder Debt Service Fund*</td>
<td>$907,666</td>
</tr>
<tr>
<td>111</td>
<td>Economic Development Capital Project Fund*</td>
<td>$2,735,000</td>
</tr>
<tr>
<td>112</td>
<td>Economic Development Partnership Fund*</td>
<td>$479,575</td>
</tr>
<tr>
<td>121</td>
<td>65% State Accommodations Tax (2%) Fund*</td>
<td>$300,000</td>
</tr>
<tr>
<td>122</td>
<td>30% State Accommodations Tax (2%) Fund*</td>
<td>$120,000</td>
</tr>
<tr>
<td>123</td>
<td>Local Accommodations Tax (3%) Fund*</td>
<td>$2,890,100</td>
</tr>
<tr>
<td>124</td>
<td>Local Hospitality Tax Fund*</td>
<td>$1,859,629</td>
</tr>
<tr>
<td>131</td>
<td>District Utility Allocation Fund*</td>
<td>$160,150</td>
</tr>
<tr>
<td>132</td>
<td>District Infrastructure Allocation Fund*</td>
<td>$1,022,115</td>
</tr>
<tr>
<td>133</td>
<td>District Rocking and Paving Fund*</td>
<td>$1,769,982</td>
</tr>
<tr>
<td>145</td>
<td>Sheriff Camps Fund*</td>
<td>$38,845</td>
</tr>
<tr>
<td>146</td>
<td>Sex Offender Registry Fund*</td>
<td>$23,715</td>
</tr>
<tr>
<td>151</td>
<td>Law Library Fund*</td>
<td>$30,324</td>
</tr>
<tr>
<td>153</td>
<td>Road Maintenance Fund*</td>
<td>$3,923,658</td>
</tr>
<tr>
<td>154</td>
<td>Victim/Witness Fund*</td>
<td>$211,938</td>
</tr>
<tr>
<td>155</td>
<td>Solicitor Check Law Fund*</td>
<td>$193,226</td>
</tr>
<tr>
<td>421</td>
<td>Solid Waste Management Fund*</td>
<td>$4,325,567</td>
</tr>
<tr>
<td>431</td>
<td>E-911 System Fund*</td>
<td>$1,293,376</td>
</tr>
</tbody>
</table>

* 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, 2018 through June 30, 2019. 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 $5,892,575 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. FY19 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 2018, 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 any 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 FY2018/19 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.

**l. Amendment to Compensation and Classification Plan:** Effective July 1, 2017, the Compensation and Classification Plan is hereby amended to increase the annual pay for current employees and the minimum annual pay of each grade for future employees in the following departments and in the following amounts: Public Works and Environmental Services Departments: $4,000 per employee; and EMS Department: 15% for employees with paramedic certification, 10% for employees with advanced
EMT certification, and 5% for employees with EMT certification. At its regular meeting on September 22, 2016, County Council approved increasing the annual pay for current employees and the minimum annual pay of each grade for future employees for the Central Dispatch Department by $4,000.

Effective July 1, 2018, a 3% within-grade adjustment is included for all current employees, with the exception of those in the following departments: Sheriff’s Office, Central Dispatch, EMS, Environmental Services, and Public Works.

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 $2,545,809 posted from the period of January 2000 through December 2015 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.

e. EMS Vehicle Fee: Effective January 1, 2017 There Is Hereby Added A $10 Fee On All Vehicles In The County To Fund EMS And Rescue Squad Services.

f. Unified Fire District Vehicle Fee: Effective January 1, 2017 There Is Hereby Added A $23 Fee On All Vehicles In The Unified Fire District To Fund Fire Service In The Unified Fire District.

g. EMS Vehicle Fee: Effective with the vehicle tax notices mailed after July 1, 2017, the EMS Vehicle Fee is hereby increased to $15 on all vehicles in the County to fund EMS and Rescue Squad services.

h. Solid Waste Household Usage Fee: Effective July 1, 2017, the Solid Waste Household Fee is replaced by a Solid Waste Household Usage Fee of $74.50, to be charged on all residential units in the unincorporated areas of Florence County.

i. Solid Waste Household Availability Fee: Effective July 1, 2017, there is hereby established a Solid Waste Household Availability Fee of $25.00, to be charged on all residential units in Florence County.

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 FY19 are not signed prior to June 30, 2018, 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 FY19.
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, 2016 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 surplused, 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 FY19 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:  
___________________________  
Connie Y. Haselden  
Clerk to Council

SIGNED:  
___________________________  
Kent C. Caudle, Chairman  
Florence County Council

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

OPPOSED:  
ABSENT:
AGENDA ITEM:  Introduction of Ordinance No. 31-2017/18

DEPARTMENT:  Administrator
County Attorney
Finance

ISSUE UNDER CONSIDERATION:
(An Ordinance Approving A Process To Recognize The Inclusion Of The Area Of The West Florence Rural Volunteer Fire District, Created By Ordinance No. 31-2006/07, Into The Florence County Fire Protection District, Created By Ordinance No. 18-2013/14.)

POINTS TO CONSIDER:
1. On March 7, 2018, the South Carolina Supreme Court issued its ruling in favor of Florence County and remanded this matter to the circuit court for its approval of a plan to transition the West Florence Fire District to county control.
2. This Ordinance establishes a process by which the area of the West Florence Rural Volunteer Fire District will be included into the Unified Fire District.
3. All real property and equipment held by the West Florence Fire Department prior to May 15, 2014 will continue to be held by the Department. Property and equipment acquired by the Department after that date will be transferred to the County by June 30, 2018.
4. The operating budget for the West Florence Department will be included in the Unified Fire District budget beginning with the 2018/2019 fiscal year.
5. Beginning July 1, 2018, the millage rates levied and fees charged in the Unified District will be levied and charged in the area serviced by the West Florence Fire Department.

FUNDING FACTORS:
1. The current FY2017/18 operating budget for the West Florence Fire Department in the amount of $1,379,000 has been included in the Unified Fire District Fund budget for FY2018/19.
2. Also included in the FY2018/19 Unified Fire District Fund budget is $1,000,000 of capital improvement funding for West Florence. This amount is to be combined with existing capital project sales tax funds and used for the construction of a new fire station.
3. Included in the FY2018/19 Unified Fire District Debt Service Fund is $120,000 to be used for the annual lease payment on the West Florence ladder truck.

OPTIONS:
1. (Recommended) Approve Introduction of Ordinance No. 31-2017/18.
2. Provide An Alternate Directive

ATTACHMENT:
Copy of Proposed Ordinance No. 31-2017/18
AN ORDINANCE

WHEREAS:

1. Pursuant to the provisions of Chapter 19 of Title Four of the Code of Laws of South Carolina, 1976, as amended (the “Code”), the Florence County Council (the “Council”), the governing body of Florence County, South Carolina (the “County”), is empowered to establish, operate and maintain a system of fire protection facilities within designated areas of the County in order to provide the residents and property owners who reside on or own property located within the designated areas with fire protection services; and

2. The Council, on April 5, 2007, by the enactment of Ordinance No. 31-2006/07, created the West Florence Rural Volunteer Fire District as a special taxing district by which to serve the area designated by that Ordinance (the “West Florence Area”); and

3. The Council, on May 15, 2014, by the enactment of Ordinance No. 18-2013/14, created the Florence County Fire Protection District (the “Consolidated District”), incorporating into it the West Florence Area, and that Ordinance has since become effective; and

4. As a result of the enactment of Act No. 183, 2014 S.C. Acts ____, and Act No. 89, 2015 S.C. Acts ____ (together codified as new Article 10 of Title 4, Chapter 23 of the South Carolina Code of Laws (S.C. Code Ann. § 4-23-1000 (Supp. 2015) et seq.) (the “Acts”), the inclusion of the West Florence Area into the area of the Consolidated District has been delayed; however, the impediment to its inclusion has now been eliminated pursuant to the January 17, 2017, decision of the South Carolina Circuit Court (together with that court’s denial of reconsideration on February 13, 2017, the “Order”) in County of Florence et al. v. West Florence Fire District et al., C.A. No. 2014-CP-21-2626 (the “Lawsuit”), determining the Acts to be unlawful, and the affirming of that decision on March 7, 2018, by the South Carolina Supreme Court in its Opinion No. 27776 (the “Affirmance”); and

5. The Order and the Affirmance direct the parties to report to the Court an agreed-upon-plan of transition for bringing the West Florence Area back into the Consolidated District (or to specify areas of disagreement on such a plan); and

6. Counsel for all parties have conferred by email, telephonically, and in person; and counsel for the County have presented to counsel for the defendants an outline of proposed terms for transition, and counsel for the defendants have agreed to those proposed terms; and

7. Prior to third reading of this Ordinance, counsel for all parties have jointly submitted the proposed terms to the Court for its approval, and the Court has granted that approval by its order dated ________ __, 2018 (the “Court Approval”); and

8. The Court Approval has authorized the officers and Commission of the special purpose district purportedly created by the Acts to approve any actions and to execute any documents needed for the transition, as de facto officers, through June 30, 2018, including without limitation the deed of reconveyance required by Paragraph 5 under “Implementation of Transition” below; and
9. The proposed terms are set out in this Ordinance and, because of the nature of those terms, require the approval by Council through an ordinance in order to become effective.

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

Section 1.01 Council approves the following as the terms of transition by which to recognize the West Florence Area as a part of the County District as originally intended and agrees to take all steps necessary to effectuate these terms.

Section 1.02 The terms of transition to which Council gives its approval are as follows:

Defined terms, in addition to those defined above:

- Creation Ordinance = County’s Ordinance No. 18-2013/14.
- WFFD = West Florence Fire District, the special purpose district purported to have been created by the Acts.
- Department = The not-for-profit corporation through which WFFD operates.
- Prior Districts = The special taxing districts (including West Florence Rural Volunteer Fire District) that were consolidated by the Creation Ordinance into the Consolidated District.

Objective:

- To bring WFFD into the Consolidated District on the same terms as the other Prior Districts.

Implementation of Transition:

1. Until otherwise determined by Florence County Council, the manner of providing services and the territory served by the Department will not be changed; except that the portion of Darlington County included in WFFD will as of June 1, 2018, no longer be served by the Department (unless pursuant to Paragraph 2 below). Those Darlington County areas will be served by their pre-WFFD service providers.

2. Not later than May 15, 2018, WFFD will notify the Palmetto Rural Fire District, the Darlington Fire District, and every other fire protection or emergency services entity with which WFFD has a mutual aid or automatic aid agreement of the transition of WFFD into the Consolidated District; and the County and such other entity will jointly determine whether the agreement is still needed or should be modified or terminated.

3. The compensated employees involved in WFFD’s provision of services are employees of the Department. The employees involved in the other Prior Districts’ provision of services are employees of their respective departments. Therefore, employees will remain Department employees; and no change in their status is required until otherwise determined by County Council.

4. Operating, non-liquid assets (that is, real property and tangible personal property) are, in the other Prior Districts, held in part by their respective departments (most of the assets acquired prior to the Creation Ordinance) and in part by the County (some assets acquired before the Creation Ordinance, and assets acquired after the Creation Ordinance). All
operating, non-liquid assets held by the Department prior to May 15, 2014, will continue to be held by the Department (unless and until some change is made in that arrangement that affects all the Prior Districts); and operating, non-liquid assets for the Department’s provision of services acquired after May 15, 2014, whether now held by the Department or by WFFD, will (except as provided in Paragraph 5 below) be transferred to the County not later than June 30, 2018.

5. The real property located at [ESAB Property] will, not later than June 1, 2018, be reconveyed to its prior owner [ESAB]; and the County will execute a lease with [ESAB] for the County’s continued use thereof for fire-protection and emergency response purposes.

6. Tax and fee notices on real and personal property within the County portion of WFFD for all payments due on or before June 30, 2018, will continue at the WFFD millage and fee rate; and the County treasurer will remit to WFFD all tax receipts with respect to such property collected through June 30, 2018. WFFD shall hold and use those receipts for its and the Department’s provision of services through June 30, 2018, in the same manner as funds already held by it under Paragraph 8 below.

7. Tax and fee notices on real and personal property within the County portion of WFFD for all payments due on or after July 1, 2018, will be at the Consolidated District millage and fee rate; and all tax receipts with respect to such property collected on or after July 1, 2018, will be held and used by the County in the same manner as all other fire-protection levy tax receipts from within the Consolidated District.

8. Liquid assets currently held by WFFD or the Department will continue to be held and used by them for the provision of their services, subject to Paragraph 10 below.

9. Not later than May 1, 2018, the Department will submit to the County a proposed operating budget for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); and the Florence County Fire District Financial Board and the County Council will consider that proposal in the same manner and at the same times as proposed budgets from each of the other Prior Districts.

10. At June 30, 2018, WFFD will transfer all liquid assets held by it to the County: except that, prior to such transfer to the County, WFFD will first transfer to the Department an amount that, together with amounts already held by the Department, will equal fifteen percent (15%) of the amount included in the County’s FY 2019 Budget for the Department. In the event that the Department already has on hand at that date in excess of that fifteen percent (15%) amount, then the Department will transfer any such excess to the County at that date. Fifteen percent (15%) of annual budget is the same carry-forward balance allowed to the departments of each of the other Prior Districts at the end of a budget year. Tax allocations for FY 2019 will thereupon be made to the Department and the departments of each of the other Prior Districts in the same manner and on the same schedule.

11. The respective departments of each of the other Prior Districts have entered identical contracts with the County for the provision of fire protection services within their respective areas. A representative example is attached to this Outline as Exhibit A. The Department will enter into the same contract, with the same termination/renewal date as the contracts of the departments in the other Prior Districts.
Section 1.03  Effective Date of Ordinance.

This Ordinance shall take effect immediately. This Ordinance shall be construed liberally to effect the intent of Council. Prior Ordinance 13-2016/17 dealing with the subject matter of this Ordinance is hereby repealed.

ATTEST:

Connie Y. Haselden, Clerk to County Council  Kent C. Caudle, Chairman

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:
AGENDA ITEM:  Boards & Commissions
              Board of Zoning Appeals

DEPARTMENT:  County Council
             Councilman Waymon Mumford, District 7

ISSUE UNDER CONSIDERATION:
Approve The Re-Appointment Of James Cooper, Jr. To Serve On The Board of Zoning
Appeals, Representing Council District 7, With Appropriate Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Board of Zoning Appeals.
The Florence County Board of Zoning Appeals shall consist of (9) nine members. After initial staggered terms, terms shall be four years or until their successors are appointed.

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<tr>
<td>3</td>
<td>Brenda Deas</td>
<td>6/2019</td>
</tr>
<tr>
<td></td>
<td>3796 Trotwood Drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29501</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Kenneth E. McAllister</td>
<td>6/2013</td>
</tr>
<tr>
<td></td>
<td>1013 Sandspur Road</td>
<td>346-3693</td>
</tr>
<tr>
<td></td>
<td>Timmonsville, SC 29161</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:kenemcallistr@yahoo.com">kenemcallistr@yahoo.com</a></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Craig Floyd</td>
<td>6/2012</td>
</tr>
<tr>
<td></td>
<td>P O Box 226</td>
<td>396-4295 - H</td>
</tr>
<tr>
<td></td>
<td>Olanta, SC 29114</td>
<td>394-8932 - O</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:cfloyd@ftc-i.net">cfloyd@ftc-i.net</a></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Toney Moore</td>
<td>6/2019</td>
</tr>
<tr>
<td></td>
<td>1821 Ilene Lane</td>
<td>676-9589</td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29506</td>
<td>319-3704</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:tmoorebuilders@aol.com">tmoorebuilders@aol.com</a></td>
<td></td>
</tr>
</tbody>
</table>
7  James Cooper, Jr.  6/2017
   1403 Reed Court  661-5450 - O
   P O Box 569     665-0317 - H
   Florence, SC  29503  661-6414 - Fax

8  Vacant Due to Resignation  6/2020

9  Daniel Jackson  6/2015
   2505 Rainford Road  409-6016
   Florence, SC  29501
   Djack2790@aol.com
AGENDA ITEM:    Boards & Commissions
                Finance Advisory Committee
                To The Fire/Rescue Services Coordinator

DEPARTMENT:    County Council

ISSUE UNDER CONSIDERATION:
Appoint Alan N. Walden To Serve On The Unified Fire District Finance Advisory Committee to The Fire/Rescue Services Coordinator, Representing the Windy Hill Fire District.

ATTACHMENTS:
2. List of current County appointees to the Finance Advisory Committee to the Fire/Rescue Services Coordinator.
Windy Hill Volunteer Fire Company

"Our Job...to protect life and property..."

Cathy DeLung
President

103 N. Williamson Road - Florence, SC 29506

John T. DeLung, Jr.
Fire Chief

Steven Deberry
Florence County Council
180 North Irby Street
Florence, South Carolina 29501

Dear Councilman Deberry:

The Windy Hill Volunteer Fire Company would like to recommend the following individual for appointment to the Florence County Fire Rescue Coordinator's Finance Advisory Committee.

Alan N. Walden
1232 Duck Pond Road
Florence, SC 29506

If you have any questions or need any further information to not hesitate to call me at 843-601-3214.

Sincerely,

[Signature]

John T. DeLung Jr
Chief
Windy Hill Volunteer Fire Company
Finance Advisory Committee
To The Fire/Rescue Services Coordinator

Johnsonville Fire District
Jason Thompson, Chairman
Johnsonville Fire Department Board of Directors
3013 Bridle Circle
Florence, SC 29505

Windy Hill Fire District
Mitch B. Weatherford
812 Muses Bridge Road
Florence, SC 29501

Olanta Fire District
Mr. Don Goldman
208 W. Hampton Street
P.O. Box 97
Olanta, SC 29114

Sardis-Timmonsville Fire District
Earl Copeland
1625 Copeland Road
Timmonsville, SC 29161

Howe Springs Fire District
Jerry Yarborough
3934 Olanta Hwy.
Timmonsville, SC 29161

Hannah-Salem-Friendfield
Henry Glover, II
857 Campbell Road
Pamplico, South Carolina 29583

West Florence Fire District
Vacant

September 1, 2017
AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Monthly Financial Reports Are Provided To Council For Fiscal Year 2018 Through February 28, 2018 As An Item For The Record.

ATTACHMENTS:
Copies of the monthly financial reports.
<table>
<thead>
<tr>
<th>REVENUES</th>
<th>BUDGETED REVENUE</th>
<th>YEAR-TO-DATE REVENUE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>39,842,035</td>
<td>36,301,024</td>
<td>3,541,011</td>
<td>8.89%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,344,250</td>
<td>986,328</td>
<td>357,922</td>
<td>26.63%</td>
</tr>
<tr>
<td>Fines &amp; Fees</td>
<td>3,008,220</td>
<td>1,547,584</td>
<td>1,460,636</td>
<td>48.55%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>6,019,583</td>
<td>3,357,834</td>
<td>2,661,749</td>
<td>44.22%</td>
</tr>
<tr>
<td>Sales and Other Functional</td>
<td>7,361,450</td>
<td>4,873,764</td>
<td>2,487,686</td>
<td>33.79%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>644,000</td>
<td>467,811</td>
<td>176,189</td>
<td>27.36%</td>
</tr>
<tr>
<td>Operating Transfers</td>
<td>(316,253)</td>
<td>435,340</td>
<td>(751,593)</td>
<td>237.66%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>57,903,285</strong></td>
<td><strong>47,969,684</strong></td>
<td><strong>9,933,601</strong></td>
<td><strong>17.16%</strong></td>
</tr>
</tbody>
</table>
### FLORENCE COUNTY GOVERNMENT
**GENERAL FUND**
**REVENUE & EXPENDITURE REPORT FY18**
**07/01/17 TO 02/28/18**

#### EXPENDITURES

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted Expenditure</th>
<th>Actual Expenditure</th>
<th>Remaining Balance</th>
<th>Pct</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-411-401 County Council</td>
<td>333,398</td>
<td>223,463</td>
<td>109,935</td>
<td>32.97%</td>
</tr>
<tr>
<td>10-411-402 Administrator</td>
<td>647,572</td>
<td>387,241</td>
<td>260,331</td>
<td>40.20%</td>
</tr>
<tr>
<td>10-411-403 Clerk of Court</td>
<td>1,768,523</td>
<td>1,074,175</td>
<td>694,348</td>
<td>39.26%</td>
</tr>
<tr>
<td>10-411-404 Solicitor</td>
<td>1,137,982</td>
<td>717,521</td>
<td>420,461</td>
<td>36.95%</td>
</tr>
<tr>
<td>10-411-405 Judge of Probate</td>
<td>626,690</td>
<td>395,461</td>
<td>231,229</td>
<td>36.90%</td>
</tr>
<tr>
<td>10-411-406 Public Defender</td>
<td>809,065</td>
<td>548,674</td>
<td>260,391</td>
<td>32.18%</td>
</tr>
<tr>
<td>10-411-407 Magistrates</td>
<td>2,369,803</td>
<td>1,369,964</td>
<td>999,839</td>
<td>42.19%</td>
</tr>
<tr>
<td>10-411-409 Legal Services</td>
<td>75,500</td>
<td>40,025</td>
<td>35,475</td>
<td>46.99%</td>
</tr>
<tr>
<td>10-411-410 Voter Registration &amp; Elections</td>
<td>699,390</td>
<td>299,910</td>
<td>399,480</td>
<td>57.12%</td>
</tr>
<tr>
<td>10-411-411 Finance</td>
<td>813,988</td>
<td>538,054</td>
<td>275,934</td>
<td>33.90%</td>
</tr>
<tr>
<td>10-411-412 Human Resources</td>
<td>434,187</td>
<td>235,965</td>
<td>198,222</td>
<td>45.65%</td>
</tr>
<tr>
<td>10-411-413 Procurement &amp; Vehicle Maintenance</td>
<td>953,643</td>
<td>646,820</td>
<td>306,823</td>
<td>32.17%</td>
</tr>
<tr>
<td>10-411-414 Administrative Services</td>
<td>408,460</td>
<td>247,181</td>
<td>161,279</td>
<td>39.48%</td>
</tr>
<tr>
<td>10-411-415 Treasurer</td>
<td>1,304,092</td>
<td>770,694</td>
<td>533,398</td>
<td>40.90%</td>
</tr>
<tr>
<td>10-411-416 Auditor</td>
<td>521,409</td>
<td>301,665</td>
<td>219,744</td>
<td>42.14%</td>
</tr>
<tr>
<td>10-411-417 Tax Assessor</td>
<td>1,364,863</td>
<td>832,319</td>
<td>532,544</td>
<td>39.02%</td>
</tr>
<tr>
<td>10-411-418 Planning and Building</td>
<td>1,866,353</td>
<td>1,066,848</td>
<td>799,504</td>
<td>42.84%</td>
</tr>
<tr>
<td>10-411-419 Complex</td>
<td>988,304</td>
<td>710,550</td>
<td>277,754</td>
<td>28.10%</td>
</tr>
<tr>
<td>10-411-420 Facilities Management</td>
<td>857,939</td>
<td>480,520</td>
<td>377,419</td>
<td>43.99%</td>
</tr>
<tr>
<td>10-411-427 Information Technology</td>
<td>2,928,230</td>
<td>1,703,880</td>
<td>1,224,350</td>
<td>41.81%</td>
</tr>
<tr>
<td>10-411-446 Veteran's Affairs</td>
<td>226,541</td>
<td>150,206</td>
<td>76,335</td>
<td>33.70%</td>
</tr>
<tr>
<td>10-411-480 Senior Citizen Centers</td>
<td>150,500</td>
<td>85,120</td>
<td>65,380</td>
<td>43.44%</td>
</tr>
<tr>
<td>10-411-482 Energy Savings Lease</td>
<td>506,927</td>
<td>181,594</td>
<td>325,333</td>
<td>64.18%</td>
</tr>
<tr>
<td>10-411-485 General Direct Assistance</td>
<td>293,077</td>
<td>208,215</td>
<td>84,862</td>
<td>28.96%</td>
</tr>
<tr>
<td>10-411-488 Contingency</td>
<td>923,844</td>
<td>787,152</td>
<td>136,692</td>
<td>14.80%</td>
</tr>
<tr>
<td>10-411-489 Employee Non-Departmental</td>
<td>526,572</td>
<td>534,648</td>
<td>(8,076)</td>
<td>-1.53%</td>
</tr>
<tr>
<td>10-421-421 Sheriff's Office</td>
<td>17,193,908</td>
<td>11,109,710</td>
<td>6,084,198</td>
<td>35.39%</td>
</tr>
<tr>
<td>10-421-422 Emergency Management</td>
<td>3,083,904</td>
<td>1,728,124</td>
<td>1,355,780</td>
<td>43.96%</td>
</tr>
<tr>
<td>10-451-423 EMS</td>
<td>7,078,036</td>
<td>4,323,509</td>
<td>2,754,527</td>
<td>38.92%</td>
</tr>
<tr>
<td>10-451-424 Rescue Squads</td>
<td>362,000</td>
<td>123,144</td>
<td>238,856</td>
<td>65.98%</td>
</tr>
<tr>
<td>10-451-425 Coroner</td>
<td>406,481</td>
<td>236,970</td>
<td>169,511</td>
<td>41.70%</td>
</tr>
<tr>
<td>10-451-429 On-Site Clinic</td>
<td>165,416</td>
<td>91,984</td>
<td>73,432</td>
<td>44.39%</td>
</tr>
<tr>
<td>10-451-441 Health Department</td>
<td>76,852</td>
<td>76,685</td>
<td>167</td>
<td>0.22%</td>
</tr>
<tr>
<td>10-451-442 Environmental Services</td>
<td>935,931</td>
<td>622,602</td>
<td>313,329</td>
<td>33.48%</td>
</tr>
<tr>
<td>10-451-485 Health Direct Assistance</td>
<td>14,502</td>
<td>3,626</td>
<td>10,876</td>
<td>75.00%</td>
</tr>
<tr>
<td>10-461-485 Welfare - MIAP &amp; DSS</td>
<td>380,219</td>
<td>248,812</td>
<td>131,407</td>
<td>34.56%</td>
</tr>
<tr>
<td>10-471-451 Recreation</td>
<td>1,743,611</td>
<td>1,174,584</td>
<td>569,027</td>
<td>32.63%</td>
</tr>
<tr>
<td>10-471-455 County Library</td>
<td>3,736,071</td>
<td>2,374,929</td>
<td>1,361,142</td>
<td>36.43%</td>
</tr>
<tr>
<td>10-481-485 Literacy Council</td>
<td>4,515</td>
<td>2,258</td>
<td>2,258</td>
<td>50.00%</td>
</tr>
</tbody>
</table>

**TOTAL** | 58,718,298 | 36,654,801 | 22,063,497 | 37.58%

**Percent of Fiscal Year Remaining = 33.33%**
## FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/17 TO 02/28/18

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Budgeted Expenditure</th>
<th>Year to Date Current</th>
<th>Remaining Balance</th>
<th>Pct</th>
<th>Budgeted Revenue</th>
<th>Year to Date Current</th>
<th>Remaining Balance</th>
<th>Pct</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 County Debt Service Fund</td>
<td>6,162,496</td>
<td>3,755,389</td>
<td>2,407,107</td>
<td>39.06%</td>
<td>6,162,496</td>
<td>5,809,081</td>
<td>353,415</td>
<td>5.73%</td>
</tr>
<tr>
<td>112 Economic Development Partnership Fund</td>
<td>459,933</td>
<td>262,995</td>
<td>196,938</td>
<td>42.82%</td>
<td>459,933</td>
<td>58,367</td>
<td>401,566</td>
<td>87.31%</td>
</tr>
<tr>
<td>123 Local Accommodations Tax Fund</td>
<td>2,747,965</td>
<td>1,301,631</td>
<td>1,446,334</td>
<td>52.63%</td>
<td>2,747,965</td>
<td>1,541,092</td>
<td>1,206,873</td>
<td>43.92%</td>
</tr>
<tr>
<td>124 Local Hospitality Tax Fund</td>
<td>1,435,594</td>
<td>1,158,712</td>
<td>276,882</td>
<td>19.29%</td>
<td>1,435,594</td>
<td>1,062,556</td>
<td>373,038</td>
<td>25.98%</td>
</tr>
<tr>
<td>131 District Utility Allocation Fund</td>
<td>400,000</td>
<td>26,818</td>
<td>373,182</td>
<td>93.30%</td>
<td>400,000</td>
<td>400,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>132 District Infrastructure Allocation Fund</td>
<td>850,000</td>
<td>94,149</td>
<td>755,851</td>
<td>88.92%</td>
<td>850,000</td>
<td>400,000</td>
<td>450,000</td>
<td>52.94%</td>
</tr>
<tr>
<td>151 Law Library Fund</td>
<td>36,056</td>
<td>12,636</td>
<td>23,420</td>
<td>64.95%</td>
<td>36,056</td>
<td>21,251</td>
<td>14,805</td>
<td>41.06%</td>
</tr>
<tr>
<td>153 Road System Maintenance Fee Fund</td>
<td>3,895,405</td>
<td>2,553,104</td>
<td>1,342,301</td>
<td>34.46%</td>
<td>3,895,405</td>
<td>2,168,667</td>
<td>1,726,738</td>
<td>44.33%</td>
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<tr>
<td>154 Victim/Witness Assistance Fund</td>
<td>202,801</td>
<td>122,041</td>
<td>80,760</td>
<td>39.82%</td>
<td>202,801</td>
<td>94,116</td>
<td>108,685</td>
<td>53.59%</td>
</tr>
<tr>
<td>421 Landfill Fund</td>
<td>4,356,334</td>
<td>1,921,264</td>
<td>2,435,070</td>
<td>55.90%</td>
<td>4,356,334</td>
<td>3,697,122</td>
<td>659,212</td>
<td>15.13%</td>
</tr>
<tr>
<td>431 E911 System Fund</td>
<td>4,684,516</td>
<td>2,755,102</td>
<td>1,929,414</td>
<td>41.19%</td>
<td>4,684,516</td>
<td>240,484</td>
<td>4,444,032</td>
<td>94.87%</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>25,231,100</strong></td>
<td><strong>13,963,841</strong></td>
<td><strong>11,267,259</strong></td>
<td><strong>44.66%</strong></td>
<td><strong>25,231,100</strong></td>
<td><strong>15,492,738</strong></td>
<td><strong>9,738,362</strong></td>
<td><strong>38.60%</strong></td>
</tr>
</tbody>
</table>

Percent of Fiscal Year Remaining: 33.33%

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

$ 156,326,982
<table>
<thead>
<tr>
<th>Council District #</th>
<th>Type of Allocation</th>
<th>Budget FY17</th>
<th>Commitments &amp; Current Year Expenditures</th>
<th>Current Available Balances</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Infrastructure</td>
<td>111,902</td>
<td>27,238</td>
<td>84,664</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>266,502</td>
<td>3,850</td>
<td>262,652</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>58,488</td>
<td>10,220</td>
<td>48,268</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>3,794</td>
<td>16,006</td>
</tr>
<tr>
<td>2</td>
<td>Infrastructure</td>
<td>70,011</td>
<td>8,338</td>
<td>61,673</td>
</tr>
<tr>
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<td>Paving</td>
<td>229,226</td>
<td>3,500</td>
<td>225,726</td>
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<tr>
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<td>Utility</td>
<td>2,606</td>
<td>-</td>
<td>2,606</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>3</td>
<td>Infrastructure</td>
<td>58,584</td>
<td>16,398</td>
<td>42,186</td>
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<tr>
<td></td>
<td>Paving</td>
<td>107,493</td>
<td>1,611</td>
<td>105,882</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>21,371</td>
<td>-</td>
<td>21,371</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>4</td>
<td>Infrastructure</td>
<td>116,802</td>
<td>8,716</td>
<td>108,086</td>
</tr>
<tr>
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<td>Paving</td>
<td>377,721</td>
<td>1,611</td>
<td>376,110</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>42,644</td>
<td>-</td>
<td>42,644</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>5</td>
<td>Infrastructure</td>
<td>31,947</td>
<td>31,234</td>
<td>713</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>216,738</td>
<td>50,222</td>
<td>166,516</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>-</td>
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</tr>
<tr>
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<td>19,800</td>
<td>958</td>
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<td>Infrastructure</td>
<td>227,041</td>
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<td>Paving</td>
<td>192,706</td>
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<td>Paving</td>
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<td>Utility</td>
<td>31,642</td>
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<td>49,538</td>
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<td>Paving</td>
<td>165,846</td>
<td>56,996</td>
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<td>Infrastructure</td>
<td>59,317</td>
<td>14,960</td>
<td>44,357</td>
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<td>Paving</td>
<td>58,469</td>
<td>38,296</td>
<td>20,173</td>
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<td>Utility</td>
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<td></td>
<td>In-Kind</td>
<td>19,800</td>
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<td>19,800</td>
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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 February 28, 2018

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>Project Budget</th>
<th>Design or Engineering</th>
<th>Right of Way</th>
<th>Construction</th>
<th>Total Expended</th>
<th>Balance Unexpended</th>
<th>Budget % Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Needles Road Widening</td>
<td>$17,676,768.00</td>
<td>$710,297.09</td>
<td>$1,224,997.80</td>
<td>$14,229,979.96</td>
<td>$16,165,274.85</td>
<td>$1,511,493.15</td>
<td>91.45%</td>
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<tr>
<td>US 378 Widening</td>
<td>$138,751,620.00</td>
<td>$5,932,004.77</td>
<td>$10,747,096.56</td>
<td>$64,173,813.68</td>
<td>$80,852,915.01</td>
<td>$57,898,704.99</td>
<td>58.27%</td>
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<tr>
<td>US 76 Widening</td>
<td>$31,641,621.00</td>
<td>$3,235,166.15</td>
<td>$2,760,400.77</td>
<td>$17,534,955.17</td>
<td>$23,530,522.09</td>
<td>$8,111,098.91</td>
<td>74.37%</td>
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<tr>
<td>TV Road Widening</td>
<td>$34,519,290.00</td>
<td>$2,350,412.84</td>
<td>$2,645,733.28</td>
<td>$27,128,052.73</td>
<td>$32,124,198.85</td>
<td>$2,395,091.15</td>
<td>93.06%</td>
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<tr>
<td>SC 51 Widening</td>
<td>$151,533,817.00</td>
<td>$3,933,036.04</td>
<td>$9,517,638.77</td>
<td>$39,232,480.94</td>
<td>$52,683,155.75</td>
<td>$98,850,661.25</td>
<td>34.77%</td>
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<tr>
<td>US 301 Bypass Extension</td>
<td>$73,464,146.00</td>
<td>$3,142,862.64</td>
<td>$69,675.26</td>
<td>$18,697.00</td>
<td>$3,231,234.90</td>
<td>$70,232,911.10</td>
<td>4.40%</td>
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<tr>
<td></td>
<td><strong>$447,587,262.00</strong></td>
<td><strong>$19,303,779.53</strong></td>
<td><strong>$26,965,542.44</strong></td>
<td><strong>$162,317,979.48</strong></td>
<td><strong>$208,587,301.45</strong></td>
<td><strong>238,999,960.55</strong></td>
<td><strong>46.60%</strong></td>
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<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Revenue Budget</th>
<th>Received/Earned to Date</th>
<th>Balance To Be Rcvd/Earned</th>
<th>Balance % Rcvd/Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Project Sales Tax</td>
<td>$148,000,000.00</td>
<td>$144,702,128.85</td>
<td>$11,624,853.61</td>
<td>105.63%</td>
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<tr>
<td>Sales Tax Interest Earnings</td>
<td>$ -</td>
<td>$3,297,871.15</td>
<td>$ -</td>
<td>100.00%</td>
</tr>
<tr>
<td>Earned State SIB Fund Match</td>
<td>$250,000,000.00</td>
<td>$250,000,000.00</td>
<td>$3,297,871.15</td>
<td>102.09%</td>
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<tr>
<td></td>
<td><strong>$398,000,000.00</strong></td>
<td><strong>$406,326,982.46</strong></td>
<td><strong>$3,297,871.15</strong></td>
<td><strong>102.09%</strong></td>
</tr>
</tbody>
</table>

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 February 28, 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Bond proceeds</td>
<td>$124,840,280.25</td>
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<tr>
<td>Interest earnings through February 28, 2018</td>
<td>$933,884.36</td>
</tr>
<tr>
<td>Ballfield lighting lease proceeds</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Local contributions</td>
<td>$80,889.40</td>
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<tr>
<td><strong>Total available</strong></td>
<td><strong>$126,355,054.01</strong></td>
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<tr>
<td>Expenditures through 02/28/18*</td>
<td>$96,627,560.07</td>
</tr>
<tr>
<td>Outstanding purchase orders as of 02/28/18*</td>
<td>$6,305,886.69</td>
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<tr>
<td><strong>Total expended/committed</strong></td>
<td><strong>$102,933,446.76</strong></td>
</tr>
<tr>
<td><strong>Total remaining</strong></td>
<td><strong>$23,421,607.25</strong></td>
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</table>

* See detail report for expenditures and purchase orders by project
<table>
<thead>
<tr>
<th>Project #</th>
<th>Type</th>
<th>District</th>
<th>Entity</th>
<th>Project Description</th>
<th>Location</th>
<th>Approved Funds</th>
<th>Division Totals</th>
<th>Expended as of 2/28/2018</th>
<th>O/S Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bond Issuance Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000.00</td>
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<td>$529,238.39</td>
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<tr>
<td>2</td>
<td>I. Public Safety-Fire</td>
<td>Building</td>
<td>Johnsonville Rural Fire District</td>
<td>New Main Station</td>
<td>Highway 41/51</td>
<td>$1,800,000.00</td>
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<td>$1,787,039.86</td>
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<tr>
<td>3</td>
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<td>Building</td>
<td>Johnsonville Rural Fire District</td>
<td>New Kingsburg station</td>
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<td>$600,000.00</td>
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<tr>
<td>4</td>
<td></td>
<td>Building</td>
<td>Windy Hill Fire District</td>
<td>New Main Station</td>
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<td>$1,800,000.00</td>
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<td>$1,787,039.86</td>
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<tr>
<td>5</td>
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<td>Building</td>
<td>South Lynches Fire District</td>
<td>Classroom, Logistics, &amp; Maintenance Facility</td>
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<td>$1,000,000.00</td>
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<td>$917,421.26</td>
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<td>Building</td>
<td>South Lynches Fire District</td>
<td>Upgrades to Station One Facilities</td>
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<td>Building</td>
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<td>Upgrades at Nine Fire Stations</td>
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<td>Building</td>
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<td>New Station on Hoffmeyer Road</td>
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<td>$1,515,354.80</td>
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<td>Addition to Station One</td>
<td>Pine Needles Road</td>
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<td>Building</td>
<td>Hannah Salem Friendfield Fire</td>
<td>New Stations at Friendfield &amp; Flemingtown</td>
<td></td>
<td>$1,745,000.00</td>
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<td>Upgrade Stations One and Two</td>
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<td>Hannah Salem Friendfield Fire</td>
<td>Upgrade Stations Three and Four</td>
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<td>Upgrade Main Station</td>
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<td>Building</td>
<td>Sans Timmons Fire</td>
<td>Station One addition Living &amp; Training</td>
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<td>New Cartersville Station</td>
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<td>Timmons Fire Rescue Squad Building</td>
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<td>EMS Station Florence</td>
<td>Schlitz Drive</td>
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<td>19</td>
<td>III. Emergency Management</td>
<td>Building/Equipment</td>
<td>Florence County</td>
<td>Radio Upgrades - all Emergency Management Facilities</td>
<td>Law Enforcement Complex</td>
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<td>Building/Equipment</td>
<td>Florence County</td>
<td>New Emergency Operations Center Building</td>
<td>Law Enforcement Complex</td>
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<td>21</td>
<td>IV. Sheriff</td>
<td>Equipment</td>
<td>Florence County</td>
<td>Replacement of Boilers &amp; Water Heaters at County Jail</td>
<td>Law Enforcement Complex</td>
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<td>Florence County</td>
<td>New K-9 Training Facility</td>
<td>Law Enforcement Complex</td>
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<td>Building</td>
<td>Florence County</td>
<td>Renovations at Law Enforcement Complex</td>
<td>Law Enforcement Complex</td>
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<td>26</td>
<td>V. County Administration</td>
<td>Building</td>
<td>Florence County</td>
<td>Renovation of Vacated Space at County Complex</td>
<td>County Complex Building</td>
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<tr>
<td>27</td>
<td>VI. Water &amp; Sewer Improvements</td>
<td>Water Line</td>
<td>Town of Coward</td>
<td>Salem Road/McAllister Mill Rd/Sand Hills Water Loop</td>
<td></td>
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<td>$510,584.09</td>
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<td>Water Line</td>
<td>Town of Coward</td>
<td>Union School Road Tie to Scranton Water System</td>
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<tr>
<td>29</td>
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<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for Windy Hill Fire District</td>
<td></td>
<td>$250,000.00</td>
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<td>$249,927.75</td>
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<tr>
<td>30</td>
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<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for West Florence Fire District</td>
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<td>$248,937.24</td>
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<tr>
<td>31</td>
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<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for Howe Springs Fire District</td>
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<td>$249,723.76</td>
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<tr>
<td>32</td>
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<td>Water Line</td>
<td>City of Lake City</td>
<td>Indiantown Road/St. Cameron Road Water Loop</td>
<td></td>
<td>$650,000.00</td>
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<td>Water Line</td>
<td>City of Lake City</td>
<td>burch Rd/Old Georgetown Rd/Cameron Rd Rd Water Loop</td>
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<td>Water Line</td>
<td>City of Lake City</td>
<td>Pearson Road/O'Shay Road Water Loop</td>
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<tr>
<td>35</td>
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<td>Water Line</td>
<td>Town of Olanta</td>
<td>Central Road/Hood St. Water Loop</td>
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<td>$440,000.00</td>
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<tr>
<td>36</td>
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<td>Water Line</td>
<td>Town of Olanta</td>
<td>Butler Scurry Road/McKenzie Road Water Loop</td>
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<tr>
<td>37</td>
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<td>Town of Olanta</td>
<td>Olanta Fire Station Water Extension</td>
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<td>38</td>
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<td>Water Line</td>
<td>Town of Scranton</td>
<td>Anderson Bridge Road Water Extension</td>
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<td>Damon Dr. and Ansley St.</td>
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<td>Intersection Improvements</td>
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<td>Paving</td>
<td>Florence County</td>
<td></td>
<td>Laurel Circle</td>
<td></td>
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<td>Paving</td>
<td>Florence County</td>
<td></td>
<td>Law Road</td>
<td></td>
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<td>63,044.06</td>
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<td>105</td>
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<td>Florence County</td>
<td></td>
<td>Paving &amp;or relocate Koopers/Estate Road or Young Road</td>
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<td>2,512,053.81</td>
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<td>Paving</td>
<td>Florence County</td>
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<td>as determined by County Council for economic development</td>
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<td>Drainage</td>
<td>Florence County</td>
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<td>Brookgreen</td>
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<td>Swan Rd.</td>
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<td>111</td>
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<td>Hickson Rd.</td>
<td></td>
<td></td>
<td>S. Powell Rd. to S. Locklear Rd.</td>
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<td>$ 40,553.09</td>
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<td></td>
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<td>W. Camp Branch Rd. to Jordan Rd.</td>
<td></td>
<td>$ 19,469.50</td>
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<td></td>
<td>Old McAllister Rd.</td>
<td></td>
<td></td>
<td>Jordan Rd. to Chandler Mill Rd.</td>
<td></td>
<td>$ 48,493.27</td>
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<td></td>
<td>Chandler Mill Rd.</td>
<td></td>
<td></td>
<td>N. Matthews Rd. to Old McAllister Rd.</td>
<td></td>
<td>$ 33,258.99</td>
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<td></td>
<td>Maxie Thomas Rd.</td>
<td></td>
<td></td>
<td>Morris St. to Moore St.</td>
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<tr>
<td>116</td>
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<td>Maxie Thomas Rd.</td>
<td></td>
<td></td>
<td>Hwy 52 to last house</td>
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<td></td>
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<tr>
<td>117</td>
<td></td>
<td>W. O’Shay Rd.</td>
<td></td>
<td></td>
<td>N. Matthews Rd. to Frierson Rd.</td>
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<tr>
<td>118</td>
<td></td>
<td>Frierson Rd.</td>
<td></td>
<td></td>
<td>Frierson Rd. to W. Camp Branch Rd. to W. O’Shay Rd.</td>
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<tr>
<td>119</td>
<td></td>
<td>Zeta Rd.</td>
<td></td>
<td></td>
<td>McCutchens Rd. to Hoffman Rd.</td>
<td></td>
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<td>120</td>
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<td>Miles Rd.</td>
<td></td>
<td></td>
<td>Hwy 378 to First Oxtown Rd.</td>
<td></td>
<td>$ 31,162.71</td>
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<td>121</td>
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<td>Donald Rd.</td>
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<td></td>
<td>Caselman Rd. to Miles Rd.</td>
<td></td>
<td>$ 8,869.97</td>
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<td>122</td>
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<td>Rodman Rd.</td>
<td></td>
<td></td>
<td>Cockfield Rd. to Old Han Rd.</td>
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<td>$ 26,799.17</td>
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<td>123</td>
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<td>Rodman Rd.</td>
<td></td>
<td></td>
<td>Dairy Rd. to Cow Pasture Rd.</td>
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<td>$ 89,212.48</td>
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<td></td>
<td></td>
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<td></td>
<td>$ 31,878.31</td>
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<td>125</td>
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<td>Var St.</td>
<td></td>
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<td>Graham Rd. to end of road</td>
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<tr>
<td>126</td>
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<td>Old Farm Rd.</td>
<td></td>
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<td>Vox Hwy. to last house</td>
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<tr>
<td>127</td>
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<td>Lance St.</td>
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<td>Acline St. to Kelly St.</td>
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<td>$ 27,876.41</td>
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<td>128</td>
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<td>Thomas St.</td>
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<td></td>
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<td></td>
<td>$ 22,985.46</td>
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<td>Shadocyn Cir.</td>
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<td></td>
<td>N. Matthews Rd. to ???</td>
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<td>Calvin St.</td>
<td></td>
<td></td>
<td>Gracelyn Cir. to ???</td>
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<td>$ 6,060.29</td>
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<td>131</td>
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<td>Tupelo Rd.</td>
<td></td>
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<td>Moore St. to end of road</td>
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<td>132</td>
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<td>Refha Dr.</td>
<td></td>
<td></td>
<td>Kelly St. to end of road</td>
<td></td>
<td>$ 16,661.46</td>
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<tr>
<td>133</td>
<td></td>
<td>King St.</td>
<td></td>
<td></td>
<td>Venshaw St. to Charles St.</td>
<td></td>
<td>$ 14,890.03</td>
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<td>134</td>
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<td>Major Rd.</td>
<td></td>
<td></td>
<td>Gray Rd. to end of road</td>
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<td>$ 13,347.39</td>
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<td>Slocum Ln.</td>
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<td></td>
<td>Gray Rd. to end of road</td>
<td></td>
<td>$ 7,892.93</td>
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<td>136</td>
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<td>Dennis Rd.</td>
<td></td>
<td></td>
<td>Cooktown Rd. to Old South Rd.</td>
<td></td>
<td>$ 44,841.35</td>
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<td>137</td>
<td></td>
<td>Baume Ln.</td>
<td></td>
<td></td>
<td>Beulah Rd. to E. Plantation Rd.</td>
<td></td>
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<tr>
<td>138</td>
<td></td>
<td>E. Plantation Rd.</td>
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<td></td>
<td>portion of ???</td>
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<td>139</td>
<td></td>
<td>S. Acline St.</td>
<td></td>
<td></td>
<td>Fairview St. to Graham Rd.</td>
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<td>140</td>
<td></td>
<td>Baker Rd.</td>
<td></td>
<td></td>
<td>N. Camerontown Rd. to end of road</td>
<td></td>
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<td>141</td>
<td></td>
<td>Barnwell St.</td>
<td></td>
<td></td>
<td>Boyz Rd. to Lee St.</td>
<td></td>
<td>$ 15,276.45</td>
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<td>Blanche St.</td>
<td></td>
<td></td>
<td>Northside Ln. to end of road</td>
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<td>$ 6,846.79</td>
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<td>Windham Rd.</td>
<td></td>
<td></td>
<td>Owens Dr. to Blanche St.</td>
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<td>144</td>
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<td>Hurst St.</td>
<td></td>
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<td>$ 8,560.91</td>
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<td>Judy Rd.</td>
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<td>Hwy 378 to end of road</td>
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<tr>
<td>146</td>
<td></td>
<td>N. Pecan Rd.</td>
<td></td>
<td></td>
<td>Hwy 341 to N. Camerontown Rd.</td>
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<tr>
<td>147</td>
<td></td>
<td>S. Pecan Rd.</td>
<td></td>
<td></td>
<td>Hwy 341 to end of road</td>
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<tr>
<td>148</td>
<td></td>
<td>E. Locklear Rd.</td>
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<td></td>
<td>Hwy 341 to Hickson Rd.</td>
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<td>$ 61,988.22</td>
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<td>Sunburst Dr.</td>
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<td>Cocktown Rd. to end of road</td>
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<td>150</td>
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<td>Thirty Rd.</td>
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<td>Thirty Five Rd. to end of road</td>
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<td></td>
<td>Green Haven Ave. to Davis St.</td>
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<td>Tranquility Rd.</td>
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<td>Cockfield Rd. to Tyler Rd.</td>
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<td>153</td>
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<td>W. Cole Rd.</td>
<td></td>
<td></td>
<td>Davis St. to Maxie Thomas Rd.</td>
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<td>Lake City Landfill/Manned Convenience Center Rd.</td>
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<td>Hwy 341 to end of road</td>
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<td>L’O Manored Conv. Service Area on Lake City Landfill Rd.</td>
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<td>Hwy 341 to end of road</td>
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<td>156</td>
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<td>Sequoia Rd.</td>
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<td>$ 32,809.35</td>
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<td>157</td>
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<td>Central Way</td>
<td></td>
<td></td>
<td>N. Country Club Rd. to Scotland Rd.</td>
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<td>158</td>
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<td>Dogwood Ln.</td>
<td></td>
<td></td>
<td>S. Morris St. to Middlecoff Rd.</td>
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<td>$ 39,336.18</td>
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<td>Lancetol Way</td>
<td></td>
<td></td>
<td>Scotland Rd. to end of road</td>
<td></td>
<td>$ 51,952.35</td>
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<td>Lockwood Rd.</td>
<td></td>
<td></td>
<td>Middlecoff Rd. to Dogwood Ln.</td>
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<td>$ 33,913.36</td>
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<td>McFaddin St.</td>
<td></td>
<td></td>
<td>Wallace St. to Ida St.</td>
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<td>162</td>
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<td>Sailer St.</td>
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<td></td>
<td>Wallace St. to Ida St.</td>
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<td>Byrd St.</td>
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<td>$ 11,240.68</td>
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<td>Fountain St.</td>
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<td>$ 18,011.38</td>
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<td>Hwy 52 to End of road</td>
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<td></td>
<td>Mill St.</td>
<td></td>
<td></td>
<td>N. Church St. to Bailey Farm Rd.</td>
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<td>$ 30,872.08</td>
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<td>N. Church St. (Scranton)</td>
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<td>Mill St. to Railroad Ave.</td>
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<td>$ 13,918.16</td>
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<td>$ 22,396.43</td>
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<td>169</td>
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<td>Parking and Roads at Lake City Sports Complex</td>
<td></td>
<td></td>
<td>S. Blanding St. to Graham Rd.</td>
<td></td>
<td>$ 243,917.75</td>
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<td>Division Totals</td>
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<td>2/28/2018</td>
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<td>171</td>
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<td>District 2</td>
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<td>Bluff Rd.</td>
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<td>Ervin Thomas Rd.</td>
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<td>$ 51,788.87</td>
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<td>Belle Thompson Rd.</td>
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<td>$ 73,872.30</td>
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<td>Franks Rd.</td>
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<td>$ 92,114.78</td>
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<td>District 2</td>
<td></td>
<td>Law Rd.</td>
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<td>$ 23,205.41</td>
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<td>District 2</td>
<td></td>
<td>Ball Park Rd.</td>
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<td>$ 51,198.14</td>
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<td>Old Springs Rd.</td>
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<td>$ 72,287.13</td>
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<td>District 2</td>
<td></td>
<td>Freeport Rd.</td>
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<td>$ 32,180.62</td>
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<td>Hwy 52 to Vista St.</td>
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<td>Dominion Ct.</td>
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<td>Magna Carta Rd.</td>
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<td>Arrowood Subdivision</td>
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<td></td>
<td></td>
<td>Arrowhead Cir.</td>
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<td>Skylark Dr.</td>
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<td>Knights Bridge Rd.</td>
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<td>469</td>
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<td></td>
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<td>Wetherby Ln.</td>
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<tr>
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<td></td>
<td></td>
<td>Stratton Dr.</td>
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<td>Botany and Jefferson</td>
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2/28/2018 Orders
AGENDA ITEM: Report to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve the Execution Of A Lease Agreement Between Florence County and Roger N. Langley For Lease Of Property Located At 1114 East Broadway Street, Johnsonville SC Currently Being Used As The Johnsonville Magistrates Office In A Monthly Lease Amount Of $500 For A Period Of Five Years With An Option For An Additional Five Year Term.

POINTS TO CONSIDER:

1. The County is currently leasing the property to operate the Johnsonville Magistrates Office at a monthly lease amount of $450. The initial five year term of the lease expires on May 20, 2018.
2. The owner, Roger N. Langley requests that the monthly amount be increased by $50 due to leasehold improvements made to the property recently such as a new roof and new heat pump.
3. The new monthly lease amount will be $500 for an initial term of five (5) years with an option for an additional five year term.

OPTIONS:

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

ATTACHMENTS:

Proposed Lease Agreement.
THIS LEASE AGREEMENT entered into this ____ day of April, 2018 by and between Roger N. Langley, of Florence, South Carolina hereinafter referred to as "Lessor", and Florence County, South Carolina, 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 PREMISES.** The Lessor hereby leases unto the Lessee and the Lessee does hereby accept and rent from the Lessor that parcel or piece of land located at 1114 East Broadway Street in the Town of Johnsonville, State of South Carolina designated on the Florence County tax records as 50003-03-009. The leased premises is to be used solely as a Magistrate’s Court and office for the Court.

2. **TERM OF LEASE.** The Lessee to have and to hold the said premises, together with all singular improvements, appurtenances, rights, privileges and easements thereunto belonging or in anyway appertaining, to commence upon execution of this Lease and shall continue for a period of five (5) years thereafter. Provided either party may terminate this Lease by providing to the other party Ninety (90) Days written notice to terminate the Lease.

3. **RENT.** Lessee shall pay to Lessor, on the first day of each month, beginning May 1, 2018 for the use and occupancy of the premises during the term of this Lease the following monthly rental: Five Hundred and No/100 ($500.00) Dollars. No security deposit will be paid by Lessee.

4. **OPTION TO RENEW.** At the termination of the initial Five (5) year period, the parties may renew the Lease year up to Five (5) years in like written instrument, with the rentals based on the provisions of Paragraph 2 above.

5. **USE OF PREMISES.** The premises may be used by Lessee for the purpose of operating a Magistrate Judges office and Courtroom.

6. **IMPROVEMENTS TO THE PREMISES.** The Lessor shall be responsible for making all improvements to the premises for the operation of a Magistrates Court. The rent described herein above shall not be due until the improvements are completed and the premises are suitable for the operation of a Magistrates Court in the Town of Johnsonville, State of South Carolina.

7. **REPAIRS, ALTERATIONS, UTILITIES AND SERVICES.** The Lessor shall, at its sole cost and expense, maintain the premises used by the Lessee for the operation of a Magistrates office and Court and any improvements thereon shall be maintained and kept in good condition for the duration of the Lease. Lessee shall not be responsible for utilities or janitorial services. Lessor
shall be responsible for all maintenance and repairs of the premises.

8.  **REMOVAL OF FURNITURE AND EQUIPMENT.** All furniture and equipment placed on the premises by the Lessee are recognized to be the sole property of the Lessee. All trade, furniture, fixtures and equipment on the leased premises belonging to the Lessor shall remain the Lessor’s property. During the term of the Lease and at the end of the Lease term, the Lessee may remove furniture belonging to it.

9.  **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 deemed inappropriate by the Florence County Council.

   Upon the happening of any “event of default,” the Lessor may, at its option, terminate this Lease and expel the Lessee, 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.

10.  **TAXES AND INSURANCE.** Lessor will, during the term of this lease, keep the building on the leased premises insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor’s interest therein or his personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining proper and adequate insurance upon the contents of said building and upon all its property located within the said building.

11.  **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 premises resulting from Lessee’s use and occupancy thereof and an amount provided in the Lessee’s liability insurance policy with the South Carolina Insurance Reserve Fund, a division of the South Carolina Budget and Control Board 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.

12.  **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 Lessor:          Roger N. Langley  
                      461 S. Railroad Avenue  
                      Johnsonville, SC 29555

As to Lessee:          Florence County Administrator  
                      180 North Irby Street, MSC-G  
                      Florence, SC 29501

13. MAINTENANCE. Lessor shall maintain the exterior of the building, including the roof, shall pay for any major repairs or replacements to air conditioning and heating located on the roof. The Lessor shall maintain the heating and air conditioning equipment located inside the premises and all plumbing, lighting equipment, water heater and other fixtures in the interior of the premises. During the term of this lease the Lessee shall maintain the interior in as good as or better condition than it is at the time of the execution of this lease, reasonable wear and tear excepted. 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 and City government and any and all of their departments and bureaus, and will use no part of said premises in any manner so as to create a nuisance or for any unlawful purpose.

Should Lessor’s said property, or any portion thereof, be destroyed or so damaged by fire or other casualty that it becomes unfit for occupancy or use, Lessor shall have Sixty (60) Days after notice of Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. The rent herein observed shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises are put in condition for the conduct of business. In the event the Lessor shall fail, neglect or refuse to make the required repairs or is unable to make the required repairs within Sixty (60) Days, the Lessee may terminate this Lease by giving notice to the Lessor of not less than Thirty (30) days of written notice of termination.

14. EMINENT DOMAIN-CONDEMNATION, ETC. In the event of any taking of the premises by condemnation, the amount of any award for the land or building shall be the property of the Lessor. The amount of the award for any part of the signage that the Lessee has erected shall be used to replace the sign and in the event there is any excess it shall be the property of the Lessor. Lessee shall have the option of continuing the Lease, but the Lessor shall not be obligated to replace any part of the building if it would not be economically practical to do so.

15. 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.

16. NO ESTATE IN LAND. This contract shall create the relationship of landlord and tenant
between the Lessor and Lessee; no estate shall pass out of the Lessor; the Lessee has only a
usufruct, not subject to levy and sale.

17. 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: LESSOR

__________________________________________

(As to Lessor) Roger N. Langley

__________________________________________

IN THE PRESENCE OF: LESSEE:

__________________________________________

(As to Lessee) K. G. Rusty Smith, Jr.
County Administrator for Florence County
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 ________________, 2018.

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

PERSONALLY appeared before me ________________________________ and made oath that (s)he saw the within named ROGER N. LANGLEY, 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 ________________, 2018.

________________________________(L.S.)
Notary Public for South Carolina
My Commission Expires:__________
AGENDA ITEM: Report to Council

DEPARTMENT: Administration
Finance
Solicitor

ISSUE UNDER CONSIDERATION:
Authorize The Administrator To Execute A Lease Extension Addendum With The Francis Marion University Education Foundation For Office Space In The Old Post Office Located At 201 West Evans Street.

POINTS TO CONSIDER:
1. Florence County originally entered into a lease with M. A. Hyman for approximately 4,250 square feet in the old Post Office building in the amount of $5,372.91 per month.
2. This space houses fifteen Solicitor’s Office employees and this lease became necessary when the buildings across from the County Complex were torn down to begin construction on the judicial center.
3. The Francis Marion University Education Foundation purchased this building to expand the University’s educational offerings in downtown Florence. When the Foundation purchased this building, it assumed the existing lease.
4. The current lease extension expires on June 30, 2018. This lease extension addendum extends the expiration date until December 31, 2018 and retains the same monthly lease rate.
5. This extension is necessary to allow time to move various employees from the County Complex to the new judicial center; renovate space in the County Complex; then move these fifteen Solicitor’s Office employees into the County Complex.
6. This lease gives the County the option of terminating the lease with 30 days’ notice in the event these employees can be moved to the County Complex sooner than December 31, 2018.

FUNDING FACTORS:
Funds are available in line 329-411-420-000-8800

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

ATTACHMENT:
1. Copy of lease extension addendum between Francis Marion University Education Foundation and Florence County.
RE: Commercial Lease Agreement between the Landlord/Lessor and Tenant/Lessee listed
below as originally established in a document executed on June 19, 2017 regarding the property
indicated in this addendum.

Date of Amendment: March 9, 2018

Landlord/Lessor: Francis Marion University Education Foundation

Tenant/Lessee: Florence County

Property Address: 201 West Evans Street City: Florence

State: SC Zip Code: 29501

The parties agree that the aforementioned lease agreement shall be extended through December
31, 2018. All other terms and conditions of the lease agreement shall remain in effect in respect
for the obligations of both parties.

LESSOR: Darryl Bridges, Executive Director, FMU Education Foundation

Date: 3/9/18 Time: 2:00 pm

LESSEE: Florence County Administrator/Authorized Signatory

Date: ___________ Time: ___________
AGENDA ITEM: Reports to Council

DEPARTMENT: Emergency Management Department

ISSUE UNDER CONSIDERATION:
Authorize The Purchase Of A Bi-Directional Amplifier To Enhance Radio Coverage For SROs In The Johnsonville High School In An Amount Not To Exceed $26,500 From First Responder Inoperability Grant Funds.

POINTS TO CONSIDER:
1. Florence County has a state-of-the-art radio system; however, due to the construction and location of some buildings, the radio signal is blocked thereby creating a lack of coverage inside some areas of the building.
2. County Administrator K. G. Rusty Smith, Jr. formed a committee to evaluate possible solutions for the poor in-building radio coverage at Johnsonville HS. The committee was composed of the Administrator, representatives from the Sheriff’s Office, EMS, Fire, EMD (to include 911 and the Radio Department), School District 5, Motorola, and the local radio repair shop.
3. The committee identified eight (8) possible solutions which ranged from still developing technology, like the WAVE app, to more traditional approaches, like enhancing the radio coverage by adding signal boosters and amplifiers. Each approach was discussed and the three most promising identified.
4. Motorola engineers went to Johnsonville to test signal strength and determine the feasibility of each of the three identified approaches as well as the advantages and disadvantages of each. Based on this testing, it was determined that a BDA (Bi-Directional Amplifier) was the best solution for the issue.

FUNDING FACTORS:
Funding to come from 141-421-773-000-9400.

OPTIONS:
1. (Recommended) Staff recommends that Council approve the recommendation as presented.
2. Provide an alternate directive.
AGENDA ITEM: Report to Council

DEPARTMENT: EMS

ISSUE UNDER CONSIDERATION:
Authorize Budget-Neutral Salary Increases For Three Positions In The Emergency Medical Services Department: Clerk III, Slot 13; Secretary III, Slot 14; Maintenance And Logistics Coordinator, Slot 54.

POINTS TO CONSIDER:
1. The workload associated with these three positions has increased significantly in recent years. The EMS Department has added 41 new EMT and paramedic positions since 2013, an increase of 43%. No new support positions have been added.
2. The EMS Department continues to grow in personnel, stations and call volume. The call volume has increased by 15% in the past 5 years and 32% in the last 10 years.
3. The EMS Department has built 2 new stations since 2011 and will likely be building more in the foreseeable future.
4. Having experienced and qualified personnel in these support positions is critical to the efficiency and continued success of the EMS Department.
5. The employees associated with these three positions are exceptional. Their length of service in the EMS Department ranges from 5-12 years.

FUNDING FACTORS:
1. The increases are budget neutral for current and future fiscal years.

OPTIONS:
1. (Recommended): Approve as Presented
2. Take No Action or Provide An Alternate Directive

ATTACHMENTS:
1. Spreadsheet with requested salary increases is attached.
Florence County
Emergency Medical Services Department (#423)
Budget Neutral Salary Request
April 19, 2018

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<th>Current</th>
<th>Proposed</th>
<th>Projected Increase (Savings)</th>
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Funds Available After Pay Increases: (1,086.04)
AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:
Declaration Of Two (2) Vehicles, One (1) Trailer, And One (1) Motorgrader As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

POINTS TO CONSIDER:
1. Attached units are recommended to be declared surplus by the using department.
2. The units have little value or are obsolete to the using department.
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.

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

ATTACHMENTS:
Surplus property listing.
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FLORENCE COUNTY COUNCIL MEETING
April 19, 2018

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Public Works Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 30-17/18,
Dirt Road Paving for Dist. 4 Roads (Phase II) In The Amount Of $361,846.00 To C. R.
Jackson Of Florence, SC From The Capital Project Sales Tax II Funds. (2 Compliant Bids Received).

POINTS TO CONSIDER:
1) The Bid was advertised in the South Carolina Business Opportunities (SCBO)
   Newsletter on Friday, March 16, 2018. The bid opening was held on Tuesday, April
   03, 2018.
2) Two (2) bids were received; Two (2) bids were compliant. C. R. Jackson of Florence,
   SC was the lowest responsible, responsive bidder.
3) Todd Warren, CPST II Program Manager of Davis & Floyd recommends awarding the
   low bidder.
4) Carlie Gregg, the Public Works Director, recommends awarding to the low bidder.

FUNDING FACTORS:
$361,846.00 = Funded from CPST II-District 4 under line item 332-441-436-400-9702.

OPTIONS:
1) Award Bid No. 30-17/18 (Recommended).
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.
<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Bid Bond (Y/N)</th>
<th>Primary Bid**</th>
<th>Maximum Local 5% Deduction*</th>
<th>Primary Bid w/Local Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. R. Jackson - Florence, SC*</td>
<td>Yes</td>
<td>$361,846.00</td>
<td>N/A</td>
<td>$361,846.00</td>
</tr>
<tr>
<td>Palmetto Corp. - Florence, SC*</td>
<td>Yes</td>
<td>$450,917.00</td>
<td>N/A</td>
<td>$450,917.00</td>
</tr>
</tbody>
</table>

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39  
**Bid includes sales tax
Memorandum – April 3, 2018

To: Rusty Smith
Florence County Administrator

From: Todd Warren
CPST II Program Administrator

Re: Recommendation for Award of Dirt to Pave for District 4 Roads (Phase 2)
Bid # 30-17/18

Bids were received April 3, 2018 for paving the following dirt roads in District 4 as part of the CPST II Program.

<table>
<thead>
<tr>
<th>Road</th>
<th>Amount</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oliver Road</td>
<td>$141,075.50</td>
<td>332-441-436-400-9702-5551</td>
</tr>
<tr>
<td>Sandspur Road</td>
<td>$220,770.50</td>
<td>332-441-436-400-9702-5552</td>
</tr>
</tbody>
</table>

Total $361,846.00

I have reviewed the bids and I recommend for Council to Award Bid No. 30-17/18, Paving dirt roads in District 4, in the amount of $361,846.00 to CR Jackson from Capital Project Sales Tax II Funds.
MEMORANDUM

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

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

DATE: April 3, 2018

RE: Letter of Recommendation Bid #30-17/18

It is my recommendation to award Bid #30-17/18 to C R Jackson in the amount of $361,846.00.

Oliver Road $141,075.50
Sandspur Road $220,770.50

Total $361,846.00

ACGJR/ig
AGENDA ITEM: Report to Council

DEPARTMENT: Sheriff’s Office

ISSUE UNDER CONSIDERATION:
Authorize Budget Neutral Salary Increases Of More Than 5% In Salary For One Promotion In The Sheriff’s Office (Slot 110-120) And One Promotion In the Detention Center (Slot 200-160) To Be Funded From FY18 Budgeted Funds.

POINTS TO CONSIDER:
1. Section 9.6A of the Personnel Policy Manual (PPM) requires approval from the County Administrator for authorization of an increase of more than 5% for designated employees.

2. There is funding available within the Sheriff’s Office and Detention Center personnel budgets so that additional funding is not required.

FUNDING FACTORS:
This request is budget neutral for current and future fiscal years.

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

ATTACHMENTS:
1. A spreadsheet detailing funding of the promotions.
# Florence County Sheriff's Office/Detention Center
## Personnel Promotions
### April 19, 2018

<table>
<thead>
<tr>
<th>Slot</th>
<th>Current Grade/Range</th>
<th>Proposed Grade/Range</th>
<th>Budgeted Salary</th>
<th>Proposed Salary</th>
<th>(Cost) Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>110-120</td>
<td>Grade 13</td>
<td>no change requested</td>
<td>$32,475</td>
<td>$32,475</td>
<td>$206</td>
</tr>
<tr>
<td></td>
<td>Range 27,904 to 42,588</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>200-160</td>
<td>Grade 11</td>
<td>no change requested</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$206</td>
</tr>
<tr>
<td></td>
<td>Range 24,863 to 37,895</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Savings**

$206
AGENDA ITEM: Report to Council

DEPARTMENT: Detention Center

ISSUE UNDER CONSIDERATION:
Authorize A Budget Neutral Salary Increase Of More Than 10% Above The Minimum For A Position In the Detention Center (Slot 200-170) To Be Funded From FY18 Budgeted Funds.

POINTS TO CONSIDER:
1. Section 9.5A (1) of the Personnel Policy Manual (PPM) requires approval from the County Administrator for authorization of more than 10% above the minimum salary for new employees.
2. This prospective employee has many years of experience in this field and already possesses numerous certifications that are specific to this position, and his knowledge, skills and abilities more than exceed those required for the position.
3. There is funding available within the Detention Center personnel budget so that additional funding is not required.

FUNDING FACTORS:
This request is budget neutral for current and future fiscal years.

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

ATTACHMENTS:
1. A spreadsheet detailing funding of the position.
Florence County Detention Center
New Hire Salary Exception
April 19, 2018

<table>
<thead>
<tr>
<th>Slot</th>
<th>Current Grade/Range</th>
<th>Proposed Grade/Range</th>
<th>Budgeted Salary</th>
<th>Proposed Salary</th>
<th>(Cost) Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>200-170</td>
<td>Grade 22</td>
<td>no change requested</td>
<td>$48,225</td>
<td>$48,225</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Range 41,571 to 63,707</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Savings

$
AGENDA ITEM: Reports to Council
         Contract Approval

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:
Authorize HDR Engineering, Inc. From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Dirt Road Paving Projects in District 4 In The Amount Of $48,500 To Be Funded From Capital Project Sales Tax II Funds.

POINTS TO CONSIDER:
1) Two of the road projects in District 4 are on the agenda today for Council’s consideration in Bid #30-17/18. Two other roads were approved by Council at the last council meeting in Bid #26-17/18. The four projects have an approximate construction value of $824,343.50. CEI services are needed to ensure compliance with County and State standards.
2) HDR Engineering, Inc. (formerly ICA Engineering) has submitted a proposal for $48,500 to provide CEI services. Todd Warren, D&F Program Manager and Carlie Gregg, Public Works Director recommend the award to HDR Engineering, Inc.
3) Council is asked to authorize the hiring of HDR Engineering, Inc. from the County’s on-call engineering list to provide the required services for these projects.
4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:
$48,500 = CEI Services associated with the paving of four road projects in District 4 as funded by Capital Project Sales Tax II.

OPTIONS:
1) Approve as presented.
2) Provide an Alternate Directive.

ATTACHMENTS:
2. Recommendation from Todd Warren, CPST II Program Manager dated April 11, 2018.
April 3, 2018

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

Re: PROPOSAL FOR CONSTRUCTION ENGINEERING/INSPECTION SERVICES
PROJECT 26-30-17/18 2018 CPST II DIRT ROAD PAVING
DISTRICT 4 MEADOW PRONG RD., CLYDE MCGEE RD., SANDSPUR RD. (PH. 2), & OLIVER RD. (PH. 2)

Dear Mr. Smith:

HDR Engineering, Inc. of the Carolinas appreciates this opportunity to provide Florence County with a proposal to provide construction engineering and inspection services associated with the improvements associated with the 2018 CPST II Dirt Road Paving Project (District 4). This proposal is to conduct construction observation work for the construction of the Dirt Road Paving project (District 4). The existing conditions of the roadways vary, but mostly exhibit adequate grades and alignments, roadside drainage ditches, and established drainage outfalls. This project will be to construct the cement stabilized earth base course and overlay with a hot mix asphalt surface course (similar to the previous phases). All work shall stay within the County’s existing prescribed ditch-to-ditch right-of-way. All existing ditch and outfall locations and sizes will be maintained. All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards.

Our proposed scope of work is as follows:

- **Task 1 - Construction Inspection**
  HDR will provide periodic resident inspection services during the construction of the Dirt Road Paving Project. A Construction Manager will be assigned to the project through the construction period. The construction manager will work directly with the County to provide supervision on the project and make final decisions when necessary. The Construction Manager will be responsible for ensuring an appropriate level of inspection for all aspects of the project and serve as the County's project representative for all construction related coordination and communication with the Contractor. For this proposal it is assumed the inspector will be on site two days a week for 20 weeks. The inspections will observe the following:
  - Weather conditions
  - The number and type of crews on site
  - Work in progress
  - Quality of work observed
  - Defective work
  - Corrective requirements for defective work
  - Instructions given to Contractor

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

Fee
It is proposed that compensation for the described scope above will be paid to HDR on a lump sum basis with a not to exceed fee of $48,500.00:

<table>
<thead>
<tr>
<th>Construction Inspection</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$48,500.00</td>
</tr>
</tbody>
</table>

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

Sincerely,

[Signature]

HDR ENGINEERING, INC. OF THE CAROLINAS

Wes Lockard, P.E.
Memorandum – April 11, 2018

To: Rusty Smith
   Florence County Administrator

From: Todd Warren
   CPST II Program Administrator

Re: Recommendation for Construction Engineering and Inspection Services (CEI) for CPST II Dirt to Pave Roads in District 4

Dirt to pave roads in district 4 are awarded and on council agenda to be awarded for construction.

The projects will pave the roadways to the existing roadway widths and stay within the County’s existing prescribed ditch-to-ditch right-of-way. The roads will be constructed with Concrete Stabilized Earth Base Course and paved with Hot Mix Asphalt Surface Course (Type C). All construction materials, techniques, and specifications shall adhere to SCDOT regulations and standards.

Construction Engineering and Inspection Services (CEI) will be needed for this contract.

Due to their extensive knowledge of these specific types of projects and their extensive knowledge of this project approach, I requested HDR engineering Inc. (through the On-Call Contract) to give us a proposal to provide the necessary contract administration and inspection. Attached is HDR engineering Inc.’s proposal to provide these services. HDR will be covering the construction work of two different contractors working on different schedules.

I recommend that we retain HDR engineering Inc., through the On-Call Contract, to provide the described services on a lump sum basis with a not to exceed fee of $48,500. This equates to approximately 5.9 percent of the construction costs.

District 4

Meadow Prong 1 Road $12,125.00 332-441-436-400-9702-5235
Clyde McGee Road $12,125.00 332-441-436-400-9702-5236
Oliver Road $12,125.00 332-441-436-400-9702-5551
Sandspur Road $12,125.00 332-441-436-400-9702-5552

Total $48,500.00
FLORENCE COUNTY
Public Works Department

Arthur C. Gregg, Jr.
Public Works Director

MEMORANDUM

TO: K. G. Rusty Smith, Jr., Florence County Administrator
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: April 12, 2018
RE: Recommendation for Construction Engineering and Inspection Services (CEI) for CPST II Dirt to Pave Roads in District #4

I recommend that Florence County retain HDR Engineering Inc. through the on call contract to provide the described services on a lump sum basis with a not to exceed fee of $48,500.

ACGJR/ig

Cc: Connie Haselden, Clerk to Council
AGENDA ITEM: Reports to Council
RFP Award

DEPARTMENT: Administration Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award RFP No. 19-17/18, For Design-Build Services For A New EMS Station To Be Located At 400 Ball Park Road, Timmonsville, SC And A New Community Center To Be Located At 150 W. Main Street, Timmonsville, SC To Thompson Turner Construction Of Sumter, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.

POINTS TO CONSIDER:
1) RFP No. 19-17/18 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on February 5, 2018. A non-mandatory pre-proposal meeting was held on February 16, 2018. One (1) proposal was received on March 6, 2018 from Thompson Turner of Sumter, SC.
2) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.

FUNDING FACTORS:
Funding for both projects is from the Capital Project Sales Tax II funds.

OPTIONS:
1) (Recommended) Approve as presented.
2) Provide alternate directive.
AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve The Expenditure In An Amount Up To $2,600.00 From Council District 4 Infrastructure Funding Allocation To Purchase An Ice Machine For The Canteen Located At The Lynches River (Timmonsville) Athletic Complex.

FUNDING SOURCE:
XXX Infrastructure
___ Road System Maintenance
___ Utility

SIGNED: 
Requested by Councilmember: Mitchell Kirby

ATTACHMENTS:
None

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

Connie Y. Haselden, Clerk to Council
FLORENCE COUNTY COUNCIL MEETING
April 19, 2018

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approval of the expenditure of up to $3,000.00 from Council District #2 allocations to
pay for MBC stone to be put on a Mack’s Lake 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: Roger Poston
Requested by Councilmember: Roger Poston
Date: 3-21-18

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
AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve The Expenditure Of Up To $8,000 From Council District 4 Infrastructure Funding Allocation To Assist The Timmonsville Rescue Squad With The Replacement Of The Engine In Rescue Vehicle T-21.

FUNDING SOURCE:
XXX Infrastructure
____ Road System Maintenance
____ Utility

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

ATTACHMENTS:
A copy of the request from the Timmonsville Rescue Squad.

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
To: Mitchell Kirby

From: Donnie Windham

Date: April 11, 2018

We needed to replace the engine in T-21 and the cost was $18,000. Due to the cost we are asking for $8,000.00 to help with the expense.

We would appreciate any assistance you can give us in paying for the new engine.

Sincerely,

Donald Windham
FLORENCE COUNTY COUNCIL MEETING
April 19, 2018

AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to $3,000.00 from Council District #9 funding allocations to pay for hand work by Elmer Delara to clear vegetation and debris in ditches on Bedford Lane and between Thicket Place and Stoneybrook Terrace.

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 Council Member Willard Dorriety

Date: ______________________

Arthur C. Gregg, Jr.
Date 4-17-18

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council
FLORENCE COUNTY COUNCIL MEETING
April 19, 2018

AGENDA ITEM: Other Business
                  Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to $1,900.80 from Council District #5 for 40’ of 36”
double wall plastic pipe to be used in an outfall ditch crossing Lamar Matthews lane off
of Friendfield Road in Coward, SC. If the pipe is not replaced it will cause extensive
flooding in the Town of Coward.

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: [Signature]

Requested by Councilmember: Kent Caudle

Date: 4/11/2018

[Signature]

Arthur C. Gregg, Jr.

Date 4-11-18

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