AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, MAY 18, 2017
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:

A. MINUTES OF THE APRIL 20, 2017 REGULAR MEETING
   Council Is Requested To Approve The Minutes Of The April 20, 2017
   Regular Meeting Of County Council.

B. MINUTES OF THE MAY 10, 2017 SPECIAL CALLED MEETING
   Council Is Requested To Approve The Minutes Of The May 10, 2017 Special
   Called Meeting Of County Council.

VI. PUBLIC HEARINGS:

Council will hold public hearing on the following:

A. ORDINANCE NO. 18-2016/17
   An Ordinance Authorizing the Execution and Delivery of a Fee Agreement
   Between Florence County, South Carolina and General Electric Company
   Providing for a Payment of a Fee in Lieu of Taxes, the Issuance of Special
   Source Revenue Credits, and Other Matters Related Thereto.
B. **ORDINANCE NO. 19-2016/17**
   An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (General Electric Company).

C. **ORDINANCE NO. 20-2016/17**
   An Ordinance To Ratify FY17 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

D. **ORDINANCE NO. 21-2016/17**
   An Ordinance To Amend The Florence County Code Of Ordinances Section 11-172(B) To Increase The Road System Maintenance Fee To $35 Per Year Per Vehicle And Other Matters Related Thereto.

E. **ORDINANCE NO. 01-2017/18**
   An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

VII. **APPEARANCES:**

A. **ELLEN HAMILTON – PEE DEE COALITION**
   Ms. Hamilton Requests To Appear Before Council To Provide A Brief Presentation To Council For Thirty Years Of Continuous Support Of The Coalition’s Work In Florence County And Provide An Update On The Coalition’s Fiscal Year Objectives.

B. **JOE HANNAH, JR.**
   Mr. Hannah Requests To Appear Before Council In Opposition To Ordinance No. 15-2016/17 To Rezone Property Located At 1063 West Main Street, Lake City, SC.

C. **EDGAR SIMON, JR. – TIMMONSVILLE OASIS PARK COMMITTEE**
   Mr. Simon Requests To Appear Before Council To Ask The Council For The Re-Appropriation Of The Existing $420,000 In CPST2 Funds, Currently Earmarked For A Community Center For The Town Of Timmonsville, To The Reconstruction Of The Edgar E. Simon, Sr. Memorial Park.
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

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)

- February 18, 2016: Long Term Recovery Group

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

- January 17, 2013: City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

None.
X. ORDINANCES IN POSITION:

A. THIRD READING

1. **ORDINANCE NO. 11-2016/17**
   An Ordinance To Rezone Property Owned By Atlantic Tooling And Fabricating Co., Inc. Located At 301 Quinby Plaza, Quinby, SC As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 154; Consisting Of Approximately 3.2 Acres From B-3, General Commercial District To B-5, Office And Light Industrial District; And Other Matters Related Thereto.
   *(Planning Commission Approved 6 – 0) (Council District 3)*

2. **ORDINANCE NO. 12-2016/17**
   An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

3. **ORDINANCE NO. 14-2016/17**
   An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; 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. 10-2016/17**
   An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between A Company Known For The Time Being As “Project Horseshoe” (The “Company”) And Florence County, South Carolina (The “County”), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company Providing For Payment By The Company Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

3. **ORDINANCE NO. 15-2016/17**
   An Ordinance To Rezone Property Owned By Elliott G. Skillern & Camelia J. Scott-Skillern Located At 1063 West Main Street, Lake City, SC As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 016; Consisting Of Approximately 33.562 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.
   
   *(Planning Commission Approved 7 – 1) (Council District 1)*

4. **ORDINANCE NO. 16-2016/17**
   An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 53: Real Estate & Rental & Leasing; And Other Matters Related Thereto.
   
   *(Planning Commission Approved 8 – 0)*

5. **ORDINANCE NO. 17-2016/17**
   An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 4. – FH FLOOD HAZARD DISTRICT, Section 30-61. – General Development Standards, And ARTICLE X. – DEFINITIONS, Section 30-311. – Definitions; And Other Matters Related Thereto.
   
   *(Planning Commission Approved 8 – 0)*
6. **ORDINANCE NO. 18-2016/17 (Public Hearing)**
   An Ordinance Authorizing the Execution and Delivery of a Fee Agreement Between Florence County, South Carolina and General Electric Company Providing for a Payment of a Fee in Lieu of Taxes, the Issuance of Special Source Revenue Credits, and Other Matters Related Thereto.

7. **ORDINANCE NO. 19-2016/17 (Public Hearing)**
   An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (General Electric Company).

8. **ORDINANCE NO. 20-2016/17 (Public Hearing)**
   An Ordinance To Ratify FY17 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

9. **ORDINANCE NO. 21-2016/17 (Public Hearing)**
   An Ordinance To Amend The Florence County Code Of Ordinances Section 11-172(B) To Increase The Road System Maintenance Fee To $35 Per Year Per Vehicle And Other Matters Related Thereto.

10. **ORDINANCE NO. 01-2017/18 (Public Hearing)**
    An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

C. **INTRODUCTION**
   No Ordinances Were Presented For Introduction At The Time Of Publication Of The Agenda.

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

A. **CITY-COUNTY CIVIC CENTER COMMISSION**
   Approve The Re-Appointment Of Osmona Cooper To Serve On The Florence City-County Civic Center Commission, With Appropriate Expiration Term.
B. COUNCIL DISTRICT 1 APPOINTMENT/RE-APPOINTMENTS

Approve The Appointment/Re-Appointments Of The Following Individuals To Serve On Various Boards/Commissions, Representing Council District 1 With Appropriate Expiration Terms:

- Commission on Alcohol & Drug Abuse – Bishop Oscar Hardman
- Developing Communities Commission – Patsy McCutcheon, Representing the Town of Olanta and Tommy Knotts, Representing the Town of Scranton
- Board of Assessment Appeals – Ted Walter
- Board of Zoning Appeals – Brian Casey

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. MONTHLY FINANCIAL REPORTS

   Monthly Financial Reports Are Provided To Council For Fiscal Year 2017 Through March 31, 2017 As An Item For The Record.

2. EASEMENT TO DUKE ENERGY PROGRESS, INC.

   Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Provide Underground Electrical Services To The Lake City Park Shelter/Restroom Facility Located At 273 N. Church Street.

3. EASEMENT TO LEVEL 3 COMMUNICATIONS, LLC

   Authorize The County Administrator To Execute An Easement To Level 3 Communications, LLC To Install Fiber Optic Cable Underground Along Florence County Museum Property In Order To Provide Service To Haynsworth, Sinkler, Boyd PA Located At 135 S. Dargan Street.

B. EMERGENCY MANAGEMENT/PROCUREMENT

RFP AWARD

Award RFP No. 21-16/17, For An Audio Visual System For The New EOC/911 Center To Communication Management, Inc. (CMI) of Columbia, SC In The Amount Of $57,363.75 From Capital Project Sales Tax II Funds And Authorize The County Administrator To Execute A Contract Pending County Attorney Review And Approval.
C. **PROCUREMENT**

**DECLARATION OF SURPLUS PROPERTY**
Declare Two (2) Trucks As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

D. **SHERIFF’S OFFICE**

1. **BUDGET NEUTRAL VOLUNTARY DEMOTION**

Authorize The Budget Neutral Voluntary Demotion Of Two Correctional Officer Positions To Two Security Officer Positions To Be Funded From FY17 Budgeted Funds.

2. **COUNTY COMPLEX SECURITY OFFICERS**

Authorize The Transfer Of Hire Dates From The City Of Florence To Florence County For Three Employees Who Will Become County Complex Security Officers And Allow For The Transfer Of Leave Accruals Within The Florence County Personnel Policy.

XIII. **OTHER BUSINESS:**

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

1. **BACK SWAMP ROAD**

Approve The Expenditure Of Up To $19,740.00 From Council District 7 RSMF Funding Allocation To Pay For Re-Rocking Back Swamp Road With MBC Stone.

2. **SARDIS-TIMMONSVILLE FIRE DEPARTMENT**

Approve The Expenditure Of Up To $3,200.00 From Council District 4 RSMF Funding Allocation To Pay For Crushed Asphalt (4 Loads) For Sardis-Timmonsville Fire Department #3.

3. **SHANTAY LANE**

Approve The Expenditure Of Up To $4,000.00 From Council District 1 RSMF Funding Allocation To Pay MBC Stone To Be Put On Shantay Lane.
B. **UTILITY**

**ANDERSON BRIDGE ROAD WATER LINE CONNECTOR**
Approve The Expenditure Of Up To $3,800 From Council Districts 1 And 5 Utility Funding Allocations ($1,900 From Each District) To Assist With The Anderson Bridge Road Water Line Connector Project.

XIV. **EXECUTIVE SESSION:**

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

XV. **INACTIVE AGENDA**

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the April 20, 2017 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, APRIL 20, 2017, 9:00 A.M., COUNTY COMPLEX,
COUNCIL CHAMBERS, ROOM 303, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA

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

ABSENT:
Jason M. Springs, Council Member

ALSO PRESENT:
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Ronnie Pridgen, Parks & Recreation Department Director
Jack Newsome, Tax Assessor
Patrick Fletcher, Procurement Department Director
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Shawn Brashear, Interim Planning Director
Jamie Floyd, Tax Assessor’s Office
Perry B. Strickland, Assistant to the County Administrator
Katherine McCain, Administrative Manager, Sheriff’s Office
Alan Smith, Library Director
David Alford, Voter Registration/Elections Director
Kim Gardner, Economic Development
Joshua Lloyd, Morning News Staffwriter (entered the meeting at 9:51 a.m.)
Rosalia Federa, WPDE TV15 Reporter
Kiahmna Patterson, WBTW TV13 Reporter

A notice of the regular meeting of the Florence County Council appeared in the April 19, 2017 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.florence.sc.gov).
Chairman Caudle called the meeting to order. Secretary-Chaplain Mumford provided the invocation and Vice Chairman Dorriety led the Pledge of Allegiance to the American Flag. Chairman Caudle welcomed everyone attending the meeting.

APPROVAL OF MINUTES:
Councilman Kirby made a motion Council Approve The Minutes Of The March 16, 2017 Regular Meeting and The April 4, 2017 Special Called Meeting Of County Council. Councilman Dorriety seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:
The Clerk Published The Titles And The Chairman Declared The Public Hearings Open For The Following:

ORDINANCE NO. 12-2016/17
An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

ORDINANCE NO. 14-2016/17
An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto.

APPEARANCES:

DARROLL CRIBB – LOVING ARMS, INC.
Loving Arms, Inc. Chief Operating Officer Darroll Cribb, Along With Executive Director Cindy Williams, Appeared Before Council To Present Information On The Program/Services Of Loving Arms, Inc. The organization provides its services to runaway, homeless and unstably housed youth and young adults. The Mission of the Loving Arms, Inc. organization was to provide holistic treatment services to children, the elderly, their families and the communities in which they live. Mr. Cribb and Ms. Williams invited Council to attend the grand opening of the new facility on May 9th at 10 a.m. Members of Council commended Mr. Cribb and Ms. Williams for their endeavors.

MINISTER BUQUILLA ERVIN-CANNON, PRESIDENT – NATIONAL ACTION NETWORK, FLORENCE CHAPTER
Minister Buquilla Ervin-Cannon Requested To Appear Before Council To Discuss The Homeless Population In Florence County. Minister Buquilla Ervin-Cannon was not present at the meeting.
COMMITTEE REPORTS:

PUBLIC SERVICES & COUNTY PLANNING
Committee Chairman Dorriety Stated The Committee Met On April 4, 2017 To Discuss Ordinance No. 07-2016/17 Regarding Donation Receptacles And It Was The Recommendation Of The Committee To Report Out And Recommend Third Reading Of Ordinance No. 07-2016/17 As Revised By Members Of The County Council And The Planning Department Staff To Meet Code Specifications.

EDUCATION, RECREATION, HEALTH & WELFARE
In The Absence Of Committee Chairman Springs, Councilman DeBerry Stated The Committee Met On March 28, 2017 To Discuss The Miracle League And It Was The Recommendation Of The Committee To Report The Item Out With A Favorable Report. He stated, “Along with this report I am proud to announce that this Council will vote later in this meeting to expend immediately $320,000 to begin site work and construction of the rubberized Miracle League field. For many here in Florence County this has been a long time coming. Without the hard work and dedication of so many selfless volunteers, fundraisers, donors and most importantly the Miracle League athletes this would not be possible. Along with these necessary components I must add the tireless efforts of our County Administrator Rusty Smith, Ronnie Pridgen, and all of the County staff that has brought this together to fruition to make this a reality here today. All of their efforts have played a large role in this great endeavor. Finally, at this time it is a great pleasure and honor to recognize two tremendous donors and benefactors of the Miracle League of Florence that have made this possible to move forward immediately. On behalf of the Betty S. Campbell Foundation, Scotty Campbell and his sister Paige Tuttle in memory of their mother have donated the sum of $250,000. Also like to recognize the [Drs.] Bruce [and] Lee Foundation and they are represented here this morning by Mr. Bradley Callicott. They have donated the sum of $300,000 to make this project happen.” Chairman Caudle, Councilman DeBerry and County Administrator K. G. Rusty Smith, Jr. recognized Scotty Campbell and Bradley Callicott as they presented ceremonial checks for the project. Chairman Caudle also recognized a representative of the Miracle League of Florence, Mrs. Vickie Elliott, who expressed her appreciation for the support that would make this dream a reality for many. Parks & Recreation Director Ronnie Pridgen was also recognized and expressed his appreciation.

RESOLUTIONS/PROCLAMATIONS:

PEACE OFFICERS’ MEMORIAL DAY PROCLAMATION
The Clerk published in its entirety A Proclamation Recognizing May 15, 2017 As Peace Officers’ Memorial Day And Directing That All Flags On County Buildings Be Flown At Half-Staff On May 15, 2017. Councilman Mumford made a motion Council approve the Proclamation as presented. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Mumford expressed his appreciation for law enforcement and presented the framed Proclamation to the following representatives of the Florence County Sheriff’s Office: Captain John Crouse, Lt. Wayne Bellflowers, Deputy Herbert Munford, Deputy Stevie Mumford And Administrative Manager Katherine McCain.
RESOLUTIONS OF RECOGNITION – DSN CHAMPIONS
The Clerk published in its entirety A Resolution Of Recognition For Latrice Pringle, Jackie Hoch, And Keith Frostick To Recognize The Skill, Perseverance, Hard Work And Determination Of Their Athletic Accomplishments In Earning Medals At The 2017 Special Olympics World Winter Games In Austria. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Dorriety commended the athletes and presented the framed Resolution to Latrice Pringle, Jackie Hoch, and Keith Frostick. Miss Hoch expressed appreciation for the recognition and the support.

(Chairman Caudle turned the gavel over to Vice Chairman Dorriety so that he could make the presentation to The Kings Academy Sporting Clays Team.)

RESOLUTIONS OF RECOGNITION – TKA SPORTING CLAYS TEAM
The Clerk published in its entirety A Resolution Of Recognition To Recognize The Skill, Perseverance, Hard Work And Determination Of The 2017 Kings Academy “Lions” Sporting Clays Team And Coaches For Their Athletic Accomplishments. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Kirby seconded the motion, which was approved unanimously. Chairman Caudle commended the athletes and presented the framed Resolution to Hughes Milling, Carter Parrott, Daylon Mahn, Head Coach Chris Mahn, Assistant Coaches Tim Parrott and Richard Milling and Athletic Director Brad Bochette. The team would be traveling to Ohio in July to participate in the National Tournament.

(Vice Chairman Dorriety returned the gavel to the Chairman.)

RESOLUTION NO. 13-2016/17
The Clerk published the title of Resolution No. 13-2016/17: A Resolution Ratifying The Provision Of County Grants To Patheon API Inc. In Connection With An Economic Development Project In Florence County, South Carolina. Councilman Dorriety made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

RESOLUTION NO. 14-2016/17
The Clerk published the title of Resolution No. 14-2016/17: 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 General Electric Company To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Taxes Arrangement With Florence County, South Carolina; Providing For Other Related Economic Development Incentives, Including Special Source Revenue Credits; Authorizing An Extension Of The Term Of An Existing Fee Agreement With General Electric Company; Authorizing Job Creation Grants; Authorizing The Inclusion Of Property In A Multi-County Industrial Park; And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.
RESOLUTION NO. 15-2016/17
The Clerk published the title of Resolution No. 15-2016/17: A Resolution Ratifying The Provision Of An Economic Development Grant To East Coast Erosion Blankets, LLC In Connection With An Economic Development Project In Florence County, South Carolina. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Poston submitted a ‘Proxy’ vote for Councilman Springs. The Proxy was for a ‘Yes’ vote on the question of Approval of the Resolution. (The Proxy is attached and incorporated by reference.)

PUBLIC HEARINGS:
There being no signatures on the sign-in sheet for Public Hearings, the Chairman closed the Public Hearings. (The sign-in sheets are attached and incorporated by reference.)

ORDINANCES IN POSITION:
ORDINANCE NO. 07-2016/17 – THIRD READING
The Clerk published the title of Ordinance No. 07-2016/17: An Ordinance Adding A Provision To The Florence County Code Of Ordinances Pertaining To The Placement Of Donation Receptacles Within The Unincorporated Areas Of Florence County; And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously. Councilman Poston submitted a ‘Proxy’ vote on behalf of Councilman Springs, who voted ‘Yes’ on the question of Third Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

ORDINANCE NO. 09-2016/17 – THIRD READING
The Clerk published the title of Ordinance No. 09-2016/17: An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-28. – Table I: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Residential Districts, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts; ARTICLE III. – CONDITIONAL USE REGULATIONS And Article X. – DEFINITIONS, SEC. 30-311. – Definitions, To Add Solar Energy Systems Requirements; And Other Matters Related Thereto. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman DeBerry seconded the motion. Councilman DeBerry made a motion to amend the Ordinance to include language regarding the severability and separability of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously. Third reading of the Ordinance as amended was approved unanimously.
ORDINANCE NO. 13-2016/17 — THIRD READING
The Clerk published the title of Ordinance No. 13-2016/17: 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. Councilman DeBerry made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously. Councilman Poston submitted a ‘Proxy’ vote on behalf of Councilman Springs, whose vote was ‘Yes’ on the question of approval of Third Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

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. 10-2016/17 — SECOND READING DEFERRED
Chairman Caudle stated Council was asked to defer second reading of Ordinance No. 10-2016/17: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between A Company Known For The Time Being As “Project Horseshoe” (The “Company”) And Florence County, South Carolina (The “County”), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company Providing For Payment By The Company Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

ORDINANCE NO. 11-2016/17 — SECOND READING
The Clerk published the title of Ordinance No. 11-2016/17: An Ordinance To Rezone Property Owned By Atlantic Tooling And Fabricating Co., Inc. Located At 301 Quinby Plaza, Quinby, SC As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 154; Consisting Of Approximately 3.2 Acres From B-3, General Commercial District To B-5, Office And Light Industrial District; And Other Matters Related Thereto. Councilman Bradley made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.
ORDINANCE NO. 12-2016/17 — SECOND READING
The Clerk published the title of Ordinance No. 12-2016/17: An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously. Councilman Poston submitted a ‘Proxy’ vote on behalf of Councilman Springs, whose vote was ‘Yes’ on the question of approval of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

ORDINANCE NO. 14-2016/17 — SECOND READING
The Clerk published the title of Ordinance No. 14-2016/17: An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve second reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Poston submitted a ‘Proxy’ vote on behalf of Councilman Springs, whose vote was ‘Yes’ on the question of approval of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

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

ORDINANCE NO. 15-2016/17 — INTRODUCED
An Ordinance To Rezone Property Owned By Elliott G. Skillern & Camelia J. Scott-Skillern Located At 1063 West Main Street, Lake City, SC As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 016; Consisting Of Approximately 33.562 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.

ORDINANCE NO. 16-2016/17 — INTRODUCED
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT REGULATIONS, DIVISION 1. — GENERALLY, Section 30-29. — II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 53: Real Estate & Rental & Leasing; And Other Matters Related Thereto.

ORDINANCE NO. 17-2016/17 — INTRODUCED
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT REGULATIONS, DIVISION 4. — FH FLOOD HAZARD DISTRICT, Section 30-61. — General Development Standards, And ARTICLE X. — DEFINITIONS, Section 30-311. — Definitions; And Other Matters Related Thereto.
ORDINANCE NO. 18-2016/17 – INTRODUCED
An Ordinance Authorizing the Execution and Delivery of a Fee Agreement Between Florence County, South Carolina and General Electric Company Providing for a Payment of a Fee in Lieu of Taxes, the Issuance of Special Source Revenue Credits, and Other Matters Related Thereto.

ORDINANCE NO. 19-2016/17 – INTRODUCED
An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (General Electric Company).

ORDINANCE NO. 20-2016/17 – INTRODUCED
An Ordinance To Ratify FY17 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

ORDINANCE NO. 21-2016/17 – INTRODUCED
An Ordinance To Amend The Florence County Code Of Ordinances Section 11-172(B) To Increase The Road System Maintenance Fee To $35 Per Year Per Vehicle And Other Matters Related Thereto.

ORDINANCE NO. 01-2017/18 – INTRODUCED
An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

FINANCE ADVISORY COMMITTEE
Councilman Poston made a motion Council Approve The Appointment Of Jason Thompson To Serve On The Unified Fire District Finance Advisory Committee To The Fire/Rescue Services Coordinator, Representing The Johnsonville Fire Department. Councilman Dorriety seconded the motion, which was approved unanimously.

LIBRARY BOARD OF TRUSTEES
Councilman Mumford made a motion Council Approve The Re-Appointments of Charlie Raines, Representing Council District 5 (Seat 7), Margie Smith, Representing Council District 7 (Seat 3), And Joann D. Fortnum, Representing Council District 9 (Seat 5) To Serve On The Library Board of Trustees, With Appropriate Expiration Terms. Councilman Dorriety seconded the motion, which was approved unanimously.

Councilman Dorriety recognized Library Director Alan Smith and Ms. Joann D. Fortnum, who were present at the meeting. He expressed appreciation to Ms. Fortnum for her past service and willingness to continue to serve.
PEE DEE WORKFORCE DEVELOPMENT BOARD
Councilman Mumford made a motion Council Approve The Recommendation Of The Pee Dee Workforce Development Board For The Re-Appointment Of Les Echols (Private Sector) And Lauren Stanton (Economic Development), With Appropriate Expiration Terms. Councilman Dorriety seconded the motion, which was approved unanimously.

COUNCIL DISTRICT 2 APPOINTMENTS
Councilman Poston made a motion Council Approve The Re-Appointments Of The Following Individuals Representing Council District 2 On Various Boards And Commissions, With Appropriate Expiration Terms:

- Board of Zoning Appeals – Bryant Hollowell
- Commission on Alcohol & Drug Abuse – Charles Munn
- Developing Communities Commission, Seat 2 (Johnsonville) – Dale Strickland
- Planning Commission – Jeffrey Tanner

Councilman Mumford seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:
ADMINISTRATION
ADMINISTRATOR'S REPORT
County Administrator K. G. Rusty Smith, Jr. stated that Council had been provided with a comprehensive update of the Capital Project Sales Tax (CPST) I and II, copies of the department heads meeting notes, as well as thorough updates from the 911 addressing office, the zoning department, the engineering department and the planning department. He stated there had been a lot of activity and the County was moving forward.

The Committee on Administration & Finance met on April 7th to discuss the budget and staff had subsequently placed at Council’s seats the balanced budget for the upcoming fiscal year. Comments and recommendations of the Committee were included in the new budget.

The initial sales tax continued to gain momentum and US76 had been declared substantially complete. The road was open for traffic and the final touches, such as drainage and such, would be added soon.

In the CPST II, 284 roads had been completed and the vast majority of other projects were well ahead of schedule.

He recognized Parks & Recreation Department Director Ronnie Pridgen for the major success in the transition of the department’s programming division over to the Leatherman Senior Center. The SCA membership had grown by 37 members and the attendance at the Center had gone from 1230 participants in February to 1754 during the month of March. The County would continue to expand opportunities for its seniors and add more programming.
Mr. Smith re-met with SCDOT officials and felt they had reached a palatable solution concerning the Irby Street parking lot and if Council had no objection he would submit an application for an Encroachment Permit to begin the process to realign, restripe and redefine the general vicinity. No objections were voiced.

Also during the month of March, the ‘Get Bitter Against Litter’ campaign continued by collection of 68,826 pounds of trash on 21.1 miles of Florence County roads, wrote 21 citations and collected $9,884.00 in fines. The Palmer crew assisted with the beautification of Artfields by cleaning in and around Lake City. Mr. Smith commended the crew for doing an outstanding job around the County.

The Environmental Services Department Staff continued to enhance pet adoptions by adding 42 new animals to the adoption list, all of which were spayed or neutered prior to being adopted.

MONTHLY FINANCIAL REPORTS

ADMINISTRATION

DUKE ENERGY PROGRESS, INC. EASEMENT
Councilman Dorriety made a motion Council Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Install Underground Primary Electrical Lines To The New Howe Springs Fire Station. Councilman Mumford seconded the motion, which was approved unanimously.

SC 51 ROAD WIDENING PROJECT SCOPE CHANGE
Councilman Poston made a motion Council Approve A Proposed Change In Scope For The SC 51 Widening Project Under The Capital Project Sales Tax I To Encompass Requested Changes By The Town Of Pamplico To Extend The Sidewalks To Ashwood Drive (North Side Only) To Provide Connectivity For Pedestrians, To Replace Each Drive Within The Town Where Sidewalk Is Being Installed Or Replaced, To Include Landscaping Along SC 51 Within The Town, To Investigate Several Drainage Issues With Corrective Action To Be Included In The Project When Possible And Amend The Contract Between SCDOT And R.E. Goodson To Reflect These Changes. Councilman Dorriety seconded the motion, which was approved unanimously.

ADMINISTRATION/FINANCE/PROCUREMENT

COUNTY COMPLEX PARKING LOT
Councilman Mumford made a motion Council Approve The Expenditure Of CPST II Funding In The Amount Of $5,500 To Add 15 Spaces To The County Complex Parking Lot Along The North Side Of Baroody Street. Councilman Schofield seconded the motion, which was approved unanimously.
ADMINISTRATION/FIRE/RESCUE SERVICES

WEST FLORENCE FIRE DEPARTMENT
The Chairman stated it had been requested that the item pertaining to the West Florence Fire Department be deferred until later in the meeting.

MAGISTRATE’S OFFICE

INCREASE IN HOURS FOR A LEGAL RECORDS CLERK III
Councilman Dorriety made a motion Council Authorize An Increase In Hours For A Legal Records Clerk III (Slot #092) In The Magistrate’s Office To Be Funded From FY17 Budgeted Funds. Councilman DeBerry seconded the motion, which was approved unanimously.

PARKS & RECREATION/PROCUREMENT

AWARD SOLE SOURCE PROCUREMENT
Councilman Dorriety made a motion Council Authorize The Award Of A Sole Source Procurement To Surface America, Inc. For A Rubberized Play Surface On The Miracle League Field In The Amount Of $109,500 To Be Funded From Drs. Bruce And Lee Foundation Grant Funds. Councilman Poston seconded the motion, which was approved unanimously.

AWARD BID NO. 23-16/17
Councilman Poston made a motion Council Award Bid No. 23-16/17, Fencing At Johnsonville Ballfield In The Amount Of $180,000.00 To Carolina Heating & Cooling, Inc. Of Johnsonville, SC From The Capital Project Sales Tax II Funds. Councilman Dorriety seconded the motion, which was approved unanimously.

AWARD BID NO. 24-16/17
Councilman Dorriety made a motion Council Award Bid No. 24-16/17, Miracle League Ballfield At Greenwood Park In The Amount Of $211,637.80 (Primary Bid of $201,817.80 Plus The Alternate Bid of $9,820.00) To Kirven Construction of Darlington, SC From The Betty S. Campbell Foundation And Miracle League Grant Fund. Councilman Poston seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY
Councilman Dorriety made a motion Council Declare One (1) Tahoe And One (1) Ambulance As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman DeBerry 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 As Surplus Property For The Purpose Of Awarding It To A Retiring Employee. Councilman Schofield seconded the motion, which was approved unanimously.
BUDGET NEUTRAL RECLASSIFICATION
Councilman Dorriety made a motion Council Authorize A Budget Neutral Reclassification Of A Correctional Officer Position (Slot 200-109) To A Correctional Corporal Position To Be Funded From FY17 Budgeted Funds. Councilman Mumford seconded the motion, which was approved unanimously.

BUDGET NEUTRAL SALARY INCREASE
Councilman Mumford made a motion Council Authorize An Increase In Salary For A Lieutenant/Investigator (Slot #019) In The Sheriff’s Office To Be Funded From FY17 Budgeted Funds. (Request Was Budget Neutral.) Councilman Dorriety seconded the motion, which was approved unanimously.

BUDGET NEUTRAL SALARY INCREASE
Councilman Dorriety made a motion Council Authorize An Increase In Salary For A Systems Administrator (Slot #040) In The Detention Center To Be Funded From FY17 Budgeted Funds. (Request Was Budget Neutral.) Councilman DeBerry seconded the motion, which was approved unanimously.

COMPLEX SECURITY
Councilman Mumford made a motion Council Authorize Five Additional Personnel Slots In The Florence County Sheriff’s Department To Provide Security For The County Complex Effective May 16, 2017 And Transfer Budgeted Funds From Complex Security To The Sheriff’s Department Budget To Cover The Cost. Councilman Dorriety seconded the motion, which was approved unanimously.

LIBRARY/PROCUREMENT
DECLARATION OF SURPLUS PROPERTY
Councilman Dorriety made a motion Council Declare Various Shelving As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Bradley seconded the motion, which was approved unanimously.

OTHER BUSINESS:
INFRASTRUCTURE/RSMF/UTILITY
SHERIFF’S OFFICE
Councilman Schofield made a motion Council Approve The Expenditure Of Up To $7,000 From Council Districts’ Infrastructure/RSMF/Utility Funding Allocations (Approximately $778 From Each District) To Assist With The Purchase And Application Of 240 Tons Of MBC Stone For The Florence County Sheriff’s Office At The NARC Building. Councilman Poston seconded the motion, which was approved unanimously.

ALBERTI DRIVE, MONTICELLO SUBDIVISION
Councilman Dorriety made a motion Council Approve The Expenditure Of Up To $50,000.00 From Available Council District 9 Funding Allocations To Pay For Emergency Repairs From Hurricane Matthew On Alberti Drive In Monticello Subdivision. (Application Has Been Submitted To FEMA For Reimbursement.) Councilman Poston seconded the motion, which was approved unanimously.
KOPPERS/ESTATE ROAD – CHANGE IN SCOPE
Councilman Schofield made a motion Council Authorize A Change In Scope With Respect To A Portion Of Section XII Designated “Paving and/or Relocation Of Koppers/Estate Road Or Young Road As Determined by County Council To Promote Economic Development” Contained In The CPST II Ballot Question. Said Relocation Of Koppers/Estate Road Will, For Economic Development Purposes As Provided For In The CPST II Ballot Question, Entail Routing Koppers/Estate Road Northeastward From Its Present Location To Access South Carolina Highway 327. Phase I Of The Paving And Relocation Of Koppers/Estate Road Consists Of The Paving Of Koppers Road northward from Its Intersection US Highway 76/301 Adjacent To The Florence Regional Airport And Is Currently Under Construction. As Presently Projected, Relocation Of Koppers/Estate Road Will Consist Of Two Additional Phases, Which Will Connect Koppers/Estate Road To South Carolina Highway 327. Phase II Will Entail The Routing Of The New Section Of Koppers/Estate Road from South Carolina Highway 327 To John C. Calhoun Road. Phase III Will Entail The Connection Of This Right Of Way To Estate Road. The New Road Will Be Designated Koppers Estate Road. Council Is Also Requested To Authorize The Use Of Alliance Consulting Engineers, Inc. From The Engineering On-Call List To Provide Project Engineering Commencing With That For Phase III, Entailing Eastward Extension Of Existing Estate Road To John C. Calhoun Road, And Continuing From John C. Calhoun To South Carolina Highway 327 In An Amount Not To Exceed $640,000. Funding For This Scope Change Will Come From Savings From Other Projects Of Section XII. 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 Negotiations Incident To A Proposed Contractual Arrangement With Regard To Fire Service And To Receive Legal Advice Regarding Allocation Of Space In The New Judicial Center. Councilman Dorriety seconded the motion, which was approved unanimously.

Council entered Executive Session at 9:57 a.m.

Council reconvened at 11:13 a.m.

Chairman Caudle stated no action was taken in Executive Session.
COUNCIL MEETING ADJOURNED AT 11:14 A.M.
PUBLIC HEARING

April 20, 2017

ORDINANCE NO. 14-2016/17

An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto.

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PUBLIC HEARING

April 20, 2017

Ordinance No. 12-2016/17

An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

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STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROXY

I hereby leave my voting proxy for Approval Of Resolution No. 15-2016/17: A Resolution Ratifying The Provision Of An Economic Development Grant To East Coast Erosion Blankets, LLC In Connection With An Economic Development Project In Florence County, South Carolina, at the regular meeting of County Council on April 20, 2017 with County Council Member Roger M. Poston. This proxy is for a "yes" vote on the question of Approval Of The Resolution.

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

Witness

SWORN to before me this ___ day of April, 2017.

NOTARY PUBLIC (S.C.)
My Commission Expires ____________
I hereby leave my voting proxy for Third Reading of Ordinance No. 07-2016/17: An Ordinance Adding A Provision To The Florence County Code Of Ordinances Pertaining To The Placement Of Donation Receptacles Within The Unincorporated Areas Of Florence County; And Other Matters Related Thereto, at the regular meeting of County Council on April 20, 2017 with County Council Member Roger M. Poston. This proxy is for a "yes" vote on the question of Approval Of Third Reading Of The Ordinance.

Member, Florence County Council

WITNESSES:


STATE OF SOUTH CAROLINA ) PROBATE
COUNTY OF FLORENCE )

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

Witness


NOTARY PUBLIC (S.C.)
My Commission Expires 10-24-18
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROXY

I hereby leave my voting proxy for Third Reading of Ordinance No. 13-2016/17: 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, at the regular meeting of County Council on April 20, 2017 with County Council Member Roger M. Poston. This proxy is for a "yes" vote on the question of Approval Of Third Reading Of The Ordinance.

Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this __ day of ___ , 20__.

NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

I hereby leave my voting proxy for Second Reading of Ordinance No. 12-2016/17: An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto, at the regular meeting of County Council on April 20, 2017 with County Council Member Roger M. Poston. This proxy is for a “yes” vote on the question of Approval Of Second Reading Of The Ordinance.

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 1st day of April, 2017.

NOTARY PUBLIC (S.C.)
My Commission Expires 11-24-18
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

I hereby leave my voting proxy for Second Reading of Ordinance No. 14-2016/17: An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto, at the regular meeting of County Council on April 20, 2017 with County Council Member Roger M. Poston. This proxy is for a "Yes" vote on the question of Approval Of Second Reading Of The Ordinance.

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 25th day of April, 2017.

NOTARY PUBLIC (S.C.)
My Commission Expires 04-28-17

Member, Florence County Council
STATE OF SOUTH CAROLINA ) PROXY
COUNTY OF FLORENCE )

I hereby leave my voting proxy for Approval Of The Request By The West Florence Fire Department That, Based On A Court Ruling, If The Department Falls Under The Unified Fire District Florence County Will Accept The Payments Or Payoff The Remaining Debt Of The Ladder Truck ($121,497.18 Per Year For 11 Years) Purchased By The Department In January 2017, at the regular meeting of County Council on April 20, 2017 with County Council Member Roger M. Poston. This proxy is for a "Yes" vote on the question of Referral Of The Request by The West Florence Fire Department To The Committee On Justice & Public Safety.

Member, Florence County Council

WITNESSES:


STATE OF SOUTH CAROLINA ) PROBATE
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 18th day of April, 2017.

NOTARY PUBLIC (S.C.)
My Commission Expires 10-11-18
AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the May 10, 2017 Special Called Meeting of County Council.

OPTIONS:
1. Approve minutes as presented.
2. Provide additional directive, should revisions be necessary.

ATTACHMENTS:
Copy of proposed Minutes.
A notice of the special called meeting of the Florence County Council appeared in the May 9, 2017 edition of the MORNING NEWS. In compliance with the Freedom of Information Act, copies of the meeting 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 Vice Chairman Dorriety led the Pledge of Allegiance to the American Flag. Chairman Caudle welcomed everyone attending the meeting.
COMMITTEE REPORTS:

COMMITTEE ON JUSTICE & PUBLIC SAFETY
Committee Chairman DeBerry stated the Committee on Justice & Public Safety met on Monday, May 8th to Discuss A Request From The West Florence Fire Department. It was the recommendation of the Committee to report the item out for consideration by Council as a whole. Councilman DeBerry made a motion Council entertain this item for a vote. Councilman Schofield seconded the motion. Chairman Caudle stated this issue had been much 'thought out' by Council. He said the County would be much better off if West Florence would go ahead and come into the Unified Fire District. County Administrator K. G. Rusty Smith, Jr. asked to clarify the motion to clearly state that it was Council’s opinion to authorize the signing of the letter to be sent on behalf of the West Florence Fire Department. Chairman Caudle requested Mr. Smith publish the letter. Councilman DeBerry withdrew the initial motion and amended the motion for Council to vote as to whether or not Florence County Council agrees to provide the letter published by the County Administrator. Councilman Bradley seconded the motion, which was approved unanimously. Councilman Poston submitted a proxy provided by Councilman Springs; the proxy was a ‘yes’ vote on the question of providing the letter. (A copy of the letter and a copy of the Proxy are attached and incorporated by reference.)

EXECUTIVE SESSION:
Councilman Schofield made a motion Council Enter Executive Session Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, For A Personnel Matter. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered Executive Session at 8:05 a.m.

Council reconvened at 8:09 a.m. Chairman Caudle stated no action was taken in Executive Session.

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

THE SPECIAL CALLED MEETING OF COUNCIL ADJOURNED AT 8:09 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL
May 10, 2017

Mr. Dave R. Fike
Director — Business Development
Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

RE: West Florence Fire District Aerial Truck Financing

Dear Mr. Fike:

In regard to the loan owed to Community First National Bank by West Florence Fire District for the aerial ladder truck, Florence County expresses its present willingness to assume this debt and continue to make the annual payments or pay the loan in full at its option, provided funding is available and appropriated. This is in the event West Florence Fire District loses its appeal to remain as a separate Fire District and is absorbed into Florence County Unified Fire District.

If you have any questions, please contact me.

With warm regards, I am

Yours truly,

K. G. Rusty Smith, Jr.
County Administrator

DMM/RGS/Ipl
I hereby leave my voting proxy for Approval Of The Request By The West Florence Fire Department That, Based On A Court Ruling, If The Department Falls Under The Unified Fire District Florence County Will Accept The Payments Or Payoff The Remaining Debt Of The Ladder Truck ($121,497.18 Per Year For 11 Years) Purchased By The Department In January 2017, at the Special Called meeting of County Council on May 10, 2017 with County Council Member Roger M. Poston. This proxy is for a “yes” vote on the question of Approval Of The Request by The West Florence Fire Department.

Member, Florence County Council

WITNESSES:

Jade Scott

[Signature]

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 3rd day of May, 2017

NOTARY PUBLIC (S.C.)
My Commission Expires 5-4-18
AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

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

A. ORDINANCE NO. 18-2016/17
An Ordinance Authorizing the Execution and Delivery of a Fee Agreement Between Florence County, South Carolina and General Electric Company Providing for a Payment of a Fee in Lieu of Taxes, the Issuance of Special Source Revenue Credits, and Other Matters Related Thereto.

B. ORDINANCE NO. 19-2016/17
An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (General Electric Company).

C. ORDINANCE NO. 20-2016/17
An Ordinance To Ratify FY17 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

D. ORDINANCE NO. 21-2016/17
An Ordinance To Amend The Florence County Code Of Ordinances Section 11-172(B) To Increase The Road System Maintenance Fee To $35 Per Year Per Vehicle And Other Matters Related Thereto.

E. ORDINANCE NO. 01-2017/18
An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For 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 Provide A Brief Presentation To Council For Thirty Years Of Continuous Support Of The Coalition’s Work In Florence County And Provide An Update On The Coalition’s Fiscal Year Objectives.

ATTACHMENTS:
A copy of the request to appear.
Dear Ms. Haselden,

Please include the Pee Dee Coalition on the May 18th Florence county council agenda for a presentation to council for thirty years of continuous support of the Coalition’s work in Florence County.

April 1st marked 30 years of 24-hour crisis response through the Coalition’s crisis line as well as response to area hospitals. In addition we have secured space in Timmonsville for victim services, and objective we reported to Council as a goal for this fiscal year.

Thanks so much for forwarding my request to Messrs. Smith and Caudle.

Ellen C. Hamilton

Ellen C. Hamilton, ED
Pee Dee Coalition
POB 1351 Florence, SC 29503
843.669.4694 crisis center
843.673.2005 fax
803.968.2594 cell
www.peedeecoalition.org
AGENDA ITEM: Appearances Before Council
Joe Hannah, Jr.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Mr. Hannah Requests To Appear Before Council In Opposition To Ordinance No. 15-2016/17 To Rezone Property Located At 1063 West Main Street, Lake City, SC.

ATTACHMENTS:
A copy of the request to appear.
Miss Connie Haselden,
This is a request to appear before Council at the May 18, 2017 Meeting in opposition to Ordinance NO. 15-2016/17 to rezone property located at 1063 West Main Street, Lake City, SC. My brother and I own property at 1066 Dennis Rd., Lake City, SC. Our property is on the opposite side of Dennis Rd. from the above property.

Thanks
Joe Hannah, Jr.
P.O. Box 6373
Florence, SC 29502
Ph# 843-665-2652
AGENDA ITEM:  Appearances Before Council
Edgar Simon, Jr.
Timmonsville Oasis Park Committee

DEPARTMENT:  County Council

ISSUE UNDER CONSIDERATION:
Mr. Simon Requests To Appear Before Council To Ask The Council For The Re-
Appropriation Of The Existing $420,000 In CPST2 Funds, Currently Earmarked For A
Community Center For The Town Of Timmonsville, To The Reconstruction Of The
Edgar E. Simon, Sr. Memorial Park.

ATTACHMENTS:
A copy of the request to appear.
Mr. Haselden:

I hereby request placement on the May 2017 Florence County Council meeting agenda to ask the Council for the re-appropriation of the existing $420,000 in CPST2 funds, currently earmarked for a community center for the Town of Timmonsville, to the reconstruction of the Edgar E. Simon, Sr. Memorial Park.

Information in support of this request will be provided over the next few weeks.

Thank you,

Edgar Simon, Jr.
Timmonsville Oasis Park Committee
(803) 067-7777

Sent from my iPad
Timmonsville's Edgar E. Simon, Sr. Memorial Park Reconstruction

May 5 2017

The Edgar E. Simon, Sr. Memorial Park has been the primary source of outside recreation inside Timmonsville, for a number of years. However, the Park falls, dreadfully, short of meeting the current recreation needs of the residents of Timmonsville and the anticipated town growth plans.

Parks and Recreation Community Benefits:

1. Strengthens community image and sense of place
2. Supports economic development
3. Increase property values an average of 3-8%
4. Improves academic performance
5. Promotes health and wellness
6. Fosters human development
7. Protects environmental resources
8. Facilitates community problem solving
9. Provides recreational experiences
10. Reduces crime
11. Increases civic pride
12. Increases community activities/social gatherings

Efforts are underway for the reconstruction of the Edgar E. Simon, Sr. Memorial Park, in Timmonsville, SC. We, the petitioners, wish to partner with Florence County in our efforts to provide adequate outside recreation for the children and adults of the Town of Timmonsville and surrounding communities.

We, the petitioners, ask the Florence County Council to approve the following:

1) Permit the use of Florence County’s financial system to “pass through” (collect, manage and distribute), as fiscal sponsor, the funds raised for the park project. By doing so, concerns communicated by prospective funders will be addressed in a manner which will, likely, encourage them to make financial contributions to the success of the park project.
   (It has been communicated that there is precedence of Florence County performing in similar capacity for other such projects)

2) Re-appropriate the $420,000 in CPST funds, earmarked for a community center for Timmonsville, for reconstruction of Timmonsville’s Edgar E. Simon, Sr. Memorial Park.
Those funds are not, nearly, enough to build a community center in Timmonsville. The money is just laying, dormant, on the County’s books. No plans have been drawn up for a community center for Timmonsville. Conversely, for the park, we have clear specifications and community support. We have also received vendor proposals for the park, numerous citizen signatures (on online and manual) and fundraising is well underway.

Additional Park Project Progress:
1) Committee established — includes a member of District 4 School Board and Timmonsville Town Council
2) Partnership with Timmonsville Town Council established
3) Vendor proposal/pricing
4) Renderings/designs created
5) Funding strategies developed and being implemented (available for review)
6) TV Coverage (TV-13 and TV-15)
7) Town hall meeting conducted
8) Signatures of residents acquired for petitions
10) Florence County Procurement Department consented to handling all procurement matters, once the funds for the reconstruction of the Edgar E. Simon, Sr. Memorial Park become available

Respectfully,

Edgar Simon, Jr
Timmonsville Oasis Park Committee
(336) 997-7171
AGENDA ITEM: Ordinance No. 11-2016/17
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Atlantic Tooling And Fabricating Co., Inc. Located At 301 Quinby Plaza, Quinby, SC As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 154; Consisting Of Approx. 3.2 Acres From B-3, General Commercial District To B-5, Office And Light Industrial District; And Other Matters Related Thereto.]
(Planning Commission approved 6 to 0; Council District 3)

POINTS TO CONSIDER:
1. The subject property is currently zoned B-3, General Commercial District.
2. Surrounding land uses consist of Commercial Business and Vacant Land.

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 11-2016/17
2. Staff report for PC#2017-03
3. Location Map
4. Zoning Map
5. Aerial Map
ORDINANCE NO. 11-2016/17
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Atlantic Tooling And Fabricating Co., Inc. Located At 301 Quinby Plaza, Quinby, SC As Shown On Florence County Tax Map No. 00175, Block 01, Parcel 154; Consisting Of Approx. 3.2 Acres From B-3, General Commercial District To B-5, Office And Light Industrial; And Other Matters Related Thereto.]

WHEREAS:

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

2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on February 28, 2017.

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

1. Property located at 301 Quinby Plaza, Quinby, SC bearing Tax Map No. 00175, Block 01, Parcel 154 is hereby rezoned to B-5, Office and Light Industrial 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:
APPROVED
ABSENT:
D. Malloy McEachin, Jr., County Attorney

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
SUBJECT: Rezoning request from B-3, General Commercial District to B-5, Office and Light Industrial District.

LOCATION: 301 Quinby Lane, Quinby, SC

TAX MAP NUMBER: 00175, Block 01, Parcel 154

COUNCIL DISTRICT(S): 3; County Council

OWNER OF RECORD: Atlantic Tooling and Fabricating Co., Inc

APPLICANT: Hugh L. Wilcox, Jr.

LAND AREA: 3.2 Acres

WATER/SEWER AVAILABILITY: City of Florence

ADJACENT WATERWAYS/BODIES OF WATER: None

FLOOD ZONE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the request.

STAFF ANALYSIS:
1. Existing Land Use and Zoning:
The subject property is currently a commercial business and zoned B-3, General Commercial District.

2. Proposed Land Use and Zoning:
The proposal is to rezone the subject property to B-5, Office and Light Industrial District.

3. Surrounding Land Use and Zoning:
   North: Commercial/B-3/Town of Quinby
   South: Vacant/RU-1/Town of Quinby
   West: Vacant/Unzoned/Florence County
   East: Commercial/B-3/Town of Quinby
4. Transportation Access and Circulation:
   Present access to the property is by way of Quinby Lane.

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 B-5, Office and Light Industrial District: The intent of this district is to promote the development of business parks, including office, distribution, and light manufacturing uses in an environment suited to such uses and operations while promoting land use compatibility through the application of performance standards.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, FEBRUARY 28, 2017:
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 301 Quinby Lane, Quinby, SC from B-3, General Commercial District to B-5, Office and Light Industrial District.
AGENDA ITEM: Third Reading - Ordinance No. 12-2016/17

DEPARTMENT: Voter Registration/Elections

ISSUE UNDER CONSIDERATION:
(An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

OPTIONS:
1. (Recommended) Approve Third Reading of Ordinance No. 12-2016/17.
2. Provide an alternate directive.

ATTACHMENTS:
1. Copy of proposed Ordinance No. 12-2016/17.
2. Letter from Voter Registration and Elections Commission expressing its acceptance of the request of the Town of Scranton to transfer election authority.
ORDINANCE NO. 12-2016/17

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Accepting The Transfer By The Town Of Scranton, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Scranton, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

WHEREAS:

1. The Florence County Council (the “Council”), the governing body of Florence County, South Carolina (the “County”), finds that the facts set forth in this ordinance exist, and that the statements made with respect thereto are true and correct; and

2. Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended (the “Enabling Act”), provides that a municipality may transfer the authority for conducting municipal elections to the county election commission, which is authorized by the Enabling Act to conduct municipal elections; and

3. The Enabling Act provides, as a condition of the transfer by a municipality to a county election commission of the authority to conduct a municipal election, that the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement, with the municipal ordinance stating what authority is being transferred and the county ordinance accepting such authority; and

4. The Town of Scranton, South Carolina has expressed a desire to transfer complete authority to conduct municipal general elections of the Town to the Florence County Election Commission; and

5. Council desires to accept the authority from the Town of Scranton in accordance with the Enabling Act and finds the conduct of municipal general elections for the Town of Scranton by the Florence County Voter Registration/Elections Commission will serve a valid public purpose within the authority of the County acting by and through the Election Commission.
NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Council accepts the transfer by the Town of Scranton to the Election Commission of the authority to conduct the Town’s municipal general elections. The scope of such authority shall be as set forth in the Election Authority Agreement (the “Agreement”) between the Town of Scranton and the County, such Agreement being attached hereto as “Exhibit A.”

2. The Chairman of Council is authorized to execute the Agreement, which shall be in substantially the form as attached hereto as “Exhibit A,” on behalf of the County.

3. The Election Commission is hereby directed to conduct the Town’s general municipal elections.

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

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

ATTEST:  SIGNED:

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

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

ABSENT:
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

ELECTION AUTHORITY AGREEMENT

This ELECTION AUTHORITY AGREEMENT made as of this ___ day of ________, 2017, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County") and the TOWN OF SCRANTON, SOUTH CAROLINA (the "Town").

WITNESSETH:

Section 1. Transfer and Acceptance of Authority to Conduct Municipal Elections of the Town of SCRANTON. Pursuant to the authority contained in Section 5-15-145 of the Code of Laws of South Carolina, 1976, as amended (the "Enabling Act"), and an ordinance adopted by the Town Council of the Town of Scranton, the Town hereby transfers the authority to conduct the Town’s municipal elections to the County, which shall act by and through the Florence County Voter Registration and Elections Commission (the "Election Commission"). The County hereby accepts such authority pursuant to the Enabling Act and an ordinance duly adopted by the County Council of the County.

Section 2. Obligations of County; Scope of Authority Transferred. The County hereby agrees to conduct the Town’s municipal elections in accordance with applicable state and federal law, including without limitation the provisions regarding municipal elections contained in Chapter 15 of Title 5 of the Code of Laws of South Carolina, as amended. Acting through the Election Commission, the County shall discharge all functions with respect to the conduct of the Town’s municipal elections, including obtaining and utilizing of voter registrations lists; the preparation of ballots and other voting materials; the receipt, processing and counting of absentee ballots; the preparation and administration of voting places; the appointment and coordination of poll managers; the supervision of the election; and the counting of votes and the report of the votes to the Town Council of the Town of Scranton or an appointed authority representing the town government. The County shall be responsible for the certification of election results or any contest. The County shall also be responsible for the satisfaction of any legal requirements for the Town’s municipal elections, including without limitation any advertisements or clearances required by law.

Section 3. Warranties. Both the Town and the County warrant and represent that each has, as required by the Enabling Act, adopted an ordinance authorizing this agreement, as well as the transfer or acceptance of the authority to conduct the Town’s municipal elections. The Town, warrants that it has taken all steps required by law, including advertisement, for the holding of its municipal elections.

Section 4. Payment of County’s Expenses. The Town hereby agrees to pay, upon demand of the County, any and all expenses incurred by the County in connection with the County’s conduct of the Town’s municipal elections, including and without limitation any costs or attorney’s fees which may be incurred by the County in the event of a proceeding contesting the Town’s municipal elections or the conduct thereof, or any litigation arising out of the same.
IN WITNESS WHEREOF, the Town and the County has each caused this instrument to be signed in their names by their duly authorized officers as of the date first hereinabove written.

TOWN OF SCRANTON, SOUTH CAROLINA

By: ________________________________
    Mayor of the Town of Scranton

Attest:

______________________________
Municipal Clerk

FLORENCE COUNTY, SOUTH CAROLINA

By: ________________________________
    Kent C. Caudle, Chairman

Attest:

______________________________
Connie Y. Haselden
Clerk to Council
Members of the Florence County Council

Mr. Rusty Smith County Administrator

Good Afternoon,

The Town of Scranton has requested the Florence County Board of Elections & Voter Registration to manage their elections beginning November 2017. Scranton passed an ordinance making this request. A copy is attached.

At their monthly meeting February 7, 2017, the Florence County Board of Elections & Voter Registration voted unanimously to accept Scranton’s request.

The Board requests Florence County Council to move accordingly upon the acceptance of the county ordinance by the Town of Scranton.

Thank you,

Gary Cooper- Chairman

David Alford- Director
An Ordinance Providing for the Transfer of Authority for Conducting Municipal Elections to the Florence County Voter Registration and Election Commission BE IT ORDAINED by the Governing Body of The Town of Scranton, in Council assembled: SECTION 1 That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, Section 5-7-30, Section 5-7-260, and Section 5-15-145 and Section 2-49 of the Code of the Town of Scranton. SECTION 2 That Chapter 11, Elections, of the code of the Town of Scranton, is amended by the following revisions, changes and additions; WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended, provides for the transfer of the powers, duties and responsibilities for conducting municipal elections from municipal election commissions to county election commissions upon the adoption of appropriate ordinances by those municipalities desiring to effect such transfer; and WHEREAS, the Town of Scranton desires to transfer all authority for conducting municipal elections to the Florence County Voter Registration and Election Commission. Now, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Scranton duly assembled in council this 9th day of January, 2017, that all authority for the conducting of municipal elections is hereby transferred to the Voter Registration and Election Commission for Florence County in the following particulars:

1. The Florence County Voter Registration and Election Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the Town of Scranton.

2. Immediately upon the closing of the polls at any municipal election in the Town of Scranton, the Florence County Voter Registration and Elections Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of votes cast in such election together with the number of votes cast for each candidate for Mayor and Councilperson, canvass the vote and publicly display the unofficial results.

3. The Voter Registration and Election Commission shall thereafter certify the results of the elections and transmit the certified results to the Town of Scranton Council or an appointed authority representing the Town government as soon as practical following the certification.

4. Accept candidate filings and filing fees including, but not limited to, notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.

5. Utilize an Automated Election System and computer counting with the count publicly conducted.
TOWN OF SCRANTON
P.O. Box 279 • 1818 US Hwy. 52
Scranton, South Carolina 29591
Phone: 843-389-2222 • Fax: 843-389-0636

Terry [Signature] 1-9-2017

NAME

John W. Williams 1-9-2017

NAME

Danny Grace 1-9-2017

NAME

[Signature] 1-9-2017

NAME

[Signature] 1-9-2017

NAME
AGENDA ITEM: Ordinance No. 14-2016/17 – Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
(An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto.)

POINTS TO CONSIDER:
1. At its regular meeting of March 16, 2017, County Council unanimously approved third and final reading of Ordinance No. 06-2016/17 establishing a license for door-to-door peddling.
2. One of the requirements for the application process is a criminal history; however the Ordinance is not clear as to the approval/denial of the application based on the findings of that criminal history.
3. An amendment is necessary in order to provide the Clerk of Court with a directive on the approval/denial of the application should the criminal history reveal an offense other than a minor traffic offense.

OPTIONS:
1. (Recommended) Approve Third Reading of Ordinance No. 14-2016/17.

ATTACHMENT:
2. Copy of Ordinance No. 06-2016/17.
ORDINANCE NO. 14 - 2016/17

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Ordinance No. 06-2016/17 To Require A License For Door To Door Peddling In The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto.]

WHEREAS:

1. Florence County Council has determined that it is necessary to protect the citizens of Florence County from potential crimes and fraud that may result from the unregulated door-to-door solicitation of monies or sale of goods and services; or the solicitation of monies on or from public roads or right-of-ways; and

2. South Carolina Code § 40-41-10, et. seq. provides for regulations of peddlers, and the intent of council in this Ordinance is to supplement those provisions and not adopt any provisions that would improperly conflict with those provisions.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT ORDINANCE NO. 06 — 2016/17 IS HEREBY AMENDED AS FOLLOWS:

1. By amending paragraph 6 by inserting the following:

6. (g) Any individual who has a criminal record, other than a minor traffic offense, is disqualified from receiving a license pursuant to this Ordinance.

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

3. All Ordinances, Resolutions, and parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

ATTEST: 

Connie Y. Haselden
Clerk to Council

SIGNED:  

Kent C. Caudle, Chairman
Florence County Council

COUNCIL VOTE: 

OPPOSED:

ABSENT:

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

-54-
ORDINANCE NO. 06 - 2016/17

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Require A License For Door To Door Peddling in The Unincorporated Area Of Florence County; To Regulate Peddling In The Unincorporated Area Of Florence County; And Other Matters Related Thereto.]

WHEREAS:

1. Florence County Council has determined that it is necessary to protect the citizens of Florence County from potential crimes and fraud that may result from the unregulated door-to-door solicitation of monies or sale of goods and services; or the solicitation of monies on or from public roads or right-of-ways; and

2. South Carolina Code § 40-4-10, et seq. provides for regulations of peddlers, and the intent of council in this Ordinance is to supplement those provisions and not adopt any provisions that would improperly conflict with those provisions.

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

1. In the unincorporated area of Florence County, no uninvited person shall engage in door-to-door peddling or solicitation of funds from public roads or right-of-ways as defined in this section between the hours of 5:00 p.m. and 8:00 a.m.

2. In addition, no uninvited person shall conduct himself or herself in an aggressive manner as defined herein while engaged in door-to-door peddling or solicitation of funds from public roads or right-of-ways.

As used in this section, the term aggressive manner shall mean any of the following:

(a) Persisting in closely following, approaching a person, or refusing to leave the premises after the person has informed the peddler by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the peddler;

(b) Intentionally touching or causing physical contact with another person or an occupied vehicle without that person’s consent in the course of door-to-door peddling;

(c) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact, or intentionally obstructing or blocking the closing of any door;
(d) Using violent or threatening gestures toward a person before, during, or after door-to-door peddling;

(e) Returning to a premises after being specifically instructed not to come back;

(f) Using language which is likely to cause a reasonable person being solicited to be intimidated by such language before, during, or after door-to-door peddling.

3. As used in this section, the term door-to-door peddling shall mean any individual, whether a resident of the county or not, traveling by foot or any type of conveyance, from place to place, from house to house, or from street to street soliciting monies for any purpose, requesting a person's orders for the sale of goods, wares, and merchandise, or other personal property of any nature whatsoever for immediate or future delivery, or for services to be furnished immediately or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not.

4. It shall be unlawful for any person to go upon private property or a public street or right-of-way in the unincorporated areas of the County for the purpose of soliciting monies for any purpose, peddling or selling goods, wares, merchandise, or services or soliciting monies for any purpose who has not been requested or invited to do so by the owners or occupants of such property and without first having registered with Florence County Clerk of Court and obtained a license pursuant to the provisions of this Ordinance.

5. It shall be unlawful for any person to engage in peddling or soliciting as described in this section by entering on any property on which a sign is displayed stating “No Soliciting” or words of similar effect or by refusing to leave any property after having been requested to do so by the owner or any occupant.

6. Any individual, corporation, partnership or business entity who desires to engage in door-to-door peddling, sales or soliciting monies for any purpose from door-to-door activities or from public roads or public right-of-ways is required to purchase a license through the office of the Clerk of Court of Common Pleas for Florence County, South Carolina in the amount of $100.00. The application shall contain the following information:

(a) The name, address, telephone number, date of birth, social security number and driver's license number of the person involved in activities regulated by this Ordinance. The social security number shall be protected from public disclosure at all times and shall be redacted from the file and form as soon as the Clerk of Court determines that it is feasible to do so.

(b) A complete description of all vehicles used by persons involved in any such activities including the owner, registration information, license tag number, model, year and color of all such vehicles.

(c) The complete name of the company, firm or organization on behalf of which such activities are conducted, including the complete mailing address, location address and telephone number of the company, firm or organization and the name of the person or persons there with whom contact may be made by the County about such activities.

(d) The name and location of the person in the company or immediate vicinity in charge of all persons conducting such activities for the company, firm or organization.
(e) The date or dates for which such activities are to be conducted in the County and the location and schedule of such activities.

(f) A criminal history of the person or persons listed on the registration application form which has been completed by the South Carolina State Law Enforcement Division. It shall be unlawful for any person to engage in or allow another person to engage in activities set forth in this Ordinance prior to a criminal background check being completed at the applicant’s expense.

7. Upon the completion of the registration process to the satisfaction of the Clerk of Court and the payment of the fee set forth herein, the Clerk of Court shall issue a license to the person listed on the registration form. Licenses shall be valid until December 31 of the calendar year of the issuance of the license. Each person so licensed must carry the license on his or her person while engaging in activities regulated by this Ordinance.

8. The Clerk of Court shall prepare such forms and procedures as are necessary to implement the provisions of this Ordinance.

9. Recognized charitable organizations, benevolent, social welfare, philanthropic, patriotic, civic, religious organizations, political organizations or other eleemosynary purposes and their representatives and activities are expressly exempt from the provisions of this ordinance, as determined by the Florence County Administrator.

10. Except as otherwise expressly provided by State law, any violation of any provision of this Ordinance shall be deemed an offense punishable by thirty (30) days in jail or a Five Hundred and No/100 Dollar ($500.00) fine, or both for each violation.

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

12. All Ordinances, Resolutions, and parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

ATTEST:

Connie V. Haselden
Clerk to Council

SIGNED:

Kent C. Caudle, Chairman
Florence County Council

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

COUNCIL VOTE: approved
OPPOSED: 0
ABSENT: 0
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
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.]
Boundary
Chen ge In zat
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ty of Fiore
Parcels With Cenirolds 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
EnNoNalsCounci1la.
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W.VE
Junl, 1.2013
AGENDA ITEM: Ordinance No. 10-2016/17 – 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 A Company Known For The Time Being As “Project Horseshoe” (The “Company”) And Florence County, South Carolina (The “County”), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company Providing For Payment By The Company Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

OPTIONS:
1. **(Recommended)** Approve Second Reading of Ordinance No. 10-2016/17.

ATTACHMENTS:
A copy of proposed Ordinance No. 10-2016/17 and associated Agreement.
ORDINANCE NO. 10 - 2016/17

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 A COMPANY KNOWN FOR THE TIME BEING AS “PROJECT HORSESHOE” (THE “COMPANY”) AND FLORENCE COUNTY, SOUTH CAROLINA (THE “COUNTY”), WHEREBY THE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS:

1. Florence County, South Carolina (the “County”) desires to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as “Project Horseshoe,” (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 dated as of [______________] 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 “FILOT 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 FILOT Act; and
4. The County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “the MCIP Act”) to provide for payments-in-lieu of taxes (“PILOT Payments”) with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their PILOT Payments and/or Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving Florence County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Florence County (“Infrastructure Improvements’’); and to create, in conjunction with one or more other counties, a multi-county business or industrial park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits; and

5. The Company proposes to develop a manufacturing 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 Seventy Nine Million Dollars ($79,000,000.00) and the addition of approximately seven hundred five (705) new, full-time jobs; and

6. The Negotiated FILOT Project is located entirely within Florence County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

7. 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

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

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

(c) the Company anticipates capital investment in the Project of approximately Seventy Nine Million Dollars ($79,000,000.00) and the addition of approximately seven hundred five (705) 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;

(f) 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;

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

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

(i) 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 FILOT Act, the Negotiated FILOT Project is designated as "economic development property" under the FILOT 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 of rate of 348.1 mills, 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. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits ("SSRCs") under the Special Source Act as follows:

For the project, the Company shall be entitled to claim special source revenue credits against the annual Negotiated FILOT Payments with respect to the Negotiated FILOT Project in an amount equal to: fifty percent (50%) of such annual Negotiated FILOT Payments for years 1-10; and twenty five percent (25%) of such annual Negotiated FILOT Payments for years 11-30.

Section 5. 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 be and hereby are 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 be and hereby are 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 6. 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.
Section 7. Allocation of MCIP FILOT Revenues. (a) By separate ordinance of the County Council, the County, in cooperation with Williamsburg County (the "Partner County"), designated the site of the Negotiated FILOT Project as a multi-county park pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of the Agreement for the Establishment of Multi-County Industrial/Business Park (the "MCIP Agreement"). In the FILOT Agreement, the County will agree to maintain such designation for a term of at least thirty (30) years.

(b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for thirty (30) years, commencing the first year in which property that is a part of the project will be placed in service, the annual allocation of the fee-in-lieu of ad valorem taxes revenue generated by the property and payable to the County in accordance with the terms of the MCIP Agreement, after deducting any amounts distributed to the Partner County, will be distributed as follows:

1. To the County, for providing the SSRCs, an amount equal to the annual SSRC with respect to the property as provided in Section 4 of this Ordinance and in the FILOT Agreement; and

2. To the County and the other overlapping taxing entities, in the same manner as set forth in greater detail in the MCIP Agreement.

ATTEST: FLORENCE COUNTY COUNCIL:

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

COUNCIL VOTE: Approved as to Form and Content
OPPOSED: D. Malloy McEachin, Jr., County Attorney
ABSENT:
FEE-IN-LIEU OF TAX AGREEMENT

by and between

[PROJECT HORSESHOE]

and

FLORENCE COUNTY, SOUTH CAROLINA

Dated as of [______________], 2017
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FEE-IN-LIEU OF TAX AGREEMENT

This FEE AGREEMENT (this “Agreement”) is dated as of [___________], 2017, by and between [Project Horseshoe], a [___________] (the “Company”), and Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, the Company proposes to locate certain of its business operations in the County (the “Project”);

WHEREAS, the Company anticipates that the Project will result in an investment of Seventy Nine Million Dollars ($79,000,000.00) and the creation of seven hundred five (705) new, full-time jobs in the County;

WHEREAS, the County Council approved on February 16, 2017 an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and
WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of $1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I
DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:

Florence County, South Carolina
[PROJECT HORSESHOE]

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

[To come]

3. Minimum investment agreed upon: $79,000,000.00

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period

5. Assessment ratio applicable for each year of this Agreement: 6%

6. Millage rate applicable for each year of this Agreement: 348.1 mills

7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
9. Statements:

(a) The Project is to be located in a multi-county industrial or business park;
(b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
(c) Special Source Revenue Credits will be awarded to Economic Development Property in the amount of 50% of FILOT Payments for years 1-10 and 25% of FILOT Payments for years 11-30;
(d) Payment will not be modified using a net present value calculation; and
(e) Replacement property provisions will apply.

10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.

11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.

12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

"Act" or "Simplified FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Administration Expense" shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

"Affiliate" shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.
"Agreement" shall mean this Fee-in-Lieu of Tax Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of [_______________], 2017.

"Co-Investor" shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"Company" shall mean [Project Horseshoe], a [{_______}], and its successors and assigns.

"Confidential Information" shall have the meaning set forth in Section 4.02(c) hereof.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"County Council" shall mean the governing body of the County and its successors.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall have the meaning set forth in Section 11.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to ad valorem taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or
modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that ad valorem taxes have heretofore been paid with respect to such property; or (ii) modifications which constitute an expansion of Existing Property.

“FILOT” shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“FILOT Payments” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“Investment Commitment” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“Investment Period” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service (which the parties acknowledge represents a five-year base period plus a five-year extension period as authorized by the Act, which extension is hereby granted without further required action by any party).

“Land” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.11 of this Agreement.

“Multi-County Park” shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with Williamsburg County, dated December 1, 1998.

“Multi-County Park Act” shall have the meaning set forth in the recitals hereto.

“Negotiated FILOT” shall have the meaning set forth in Section 5.02(b)(i)(2) hereof.

“Negotiated FILOT Payment” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.
“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property. The Company and the County acknowledge and agree that the “Project” under this Agreement shall not include any property placed in service prior to January 1, 2017 (although such property shall be eligible for fee-in-lieu of tax benefits and other benefits to the extent made available pursuant to other applicable agreements with the County or by applicable law).

“Project Commitment Period” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service.

“Project Commitments” shall mean the investment and job commitments of the Company with respect to the Project as set forth in Section 2.02(d) of this Agreement.

“Project Millage Rate” shall mean a millage rate of 348.1 mills.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“Replacement Property” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(e) hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credits” shall mean the credits provided to the Company pursuant to Section 5.01 hereof.

“Sponsor” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“Sponsor Affiliate” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“State” shall mean the State of South Carolina.
“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

**Section 1.03. References to Agreement.** The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

**ARTICLE II**

**REPRESENTATIONS AND WARRANTIES**

**Section 2.01. Representations and Warranties by County.** The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to continue to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.
Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [________], validly existing and in good standing under the laws of [________] and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to an investment, collectively with any Co-Investors, of at least Seventy Nine Million Dollars ($79,000,000.00) in Economic Development Property, and the creation of at least seven hundred five (705) new, full-time jobs in the County by the end of the Project Commitment Period (the "Project Commitments"). Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending the Saturday closest to September 30.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of ad valorem taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable
for the Company’s purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, ad valorem taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from ad valorem taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay ad valorem taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as ad valorem taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The
parties acknowledge and agree that the County’s agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Seventy Nine Million Dollars ($79,000,000.00) in Economic Development Property by the end of the Project Commitment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, County Treasurer, County Finance Director, and the County Assessor of the County not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Treasurer, and County Finance Director a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, “Filings”).

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company’s operations and processes (“Confidential Information”) and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company’s employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or
representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i)(1) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of Ad Valorem Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:
For the Project:

1. With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the ad valorem taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

2. With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”); less Special Source Revenue Credits given with respect to the Economic Development Property in amounts equal to 50% for years 1-10 and 25% for years 11-30 following the year in which such portion of the Project is placed in service.

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on:

(i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code);

(ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement, and

(iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to ad valorem taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% for years 1-10 and 25% for years 11-30 following the year in which such portion of the Project is placed in service.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;
(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i)(1) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company’s or any Co-Investor’s installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(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 property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of 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 payments equal to the ad valorem taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express
their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i)(1) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from ad valorem taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00) by the end of the Project Commitment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the ad valorem taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the ad valorem taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) If the Company fails to meet and maintain the Project Commitments during the time periods described below, the following provisions shall apply:

(i) In the event that the Company fails to meet and maintain the Project Commitments by and through the end of the Project Commitment Period as provided herein (without regard to any subsequent extensions thereof), the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereof with respect to the qualifying property, with such prorated portion to be calculated by determining the average achievement percentage of the job and investment requirements as of the last day of the Project Commitment Period, provided that for purposes of making such calculation, neither the investment achievement percentage nor the jobs achievement percentage shall exceed 100%.
For example, and by way of example only, if the Company has created and maintained an investment of Forty Million Dollars ($63,200,000.00) and has created and maintained four hundred twenty three (423) new, full-time jobs as of the last day of the Project Commitment Period, the Company’s pro rata repayment obligation would be calculated as follows:

Investment Achievement Percentage = $63,200,000.00/$79,000,000.00 = 80%.

Jobs Achievement Percentage = 423/705 = 60%

Overall Achievement Percentage = $80% + 60% / 2 = 70%

Prorated Repayment Amount = 100% - 70% = 30% of incentives received

(ii) In the event that the Company ceases to operate the Project during the period that is 15 years from the end of the property tax year in which this Agreement is executed by the Company and the County, the Company shall be obligated to repay a portion of the incentives described in Section 5.01(j)(i) above, with such prorated portion equal to [(15 – the number of full years in which the Project has been in service at the time of the cessation of operations) / 15]. For example, and by way of example only, if the Company ceases to operate the Project after the Project has been in service for 12 years, the Company would be obligated to repay 3/15 (20%) of the incentives described in Section 5.01(j)(i) above.

Following the end of the Project Commitment Period, if the Company fails to maintain the Project Commitments as of the last day of its property tax year at any time during the term of this Agreement, the Special Source Revenue Credits provided pursuant to Section 5.01(d) with respect to qualifying property shall be reduced each year in a prorated manner, with the prorated amount to be calculated in the same manner provided in Section 5.01(j)(i) above. The Company shall file a certification with the County on or before August 1 of each year setting forth a calculation of the Special Source Revenue Credits due under this Agreement, the investment in place as of the end of the preceding tax year, and the number of new, full time jobs in place as of the end of the preceding tax year.

(k) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(h)-(j) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County’s obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 5.01(l), “ceases operations” means permanent closure of the facility. The Company agrees that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Company.
ARTICLE VI

PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if ad valorem taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company and each other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company or such Co-Investor, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company or such Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company or such Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold, condition or delay its consent, approval or ratification and that such consent, approval or ratification may be evidenced by a Resolution of County Council.
Section 8.03. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County. The Company further agrees to indemnify and hold harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by, the Company, or any of its agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued.
or that the counsel engaged by the Company reasonably determines that a conflict of interest
exists between the County and the Company, the County may, in its sole discretion, hire
independent counsel to pursue its own defense, and the Company shall be liable for the
reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by
the Company to any Indemnified Party and shall survive the termination of this Agreement with
respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate,
from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections
12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which
Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-
Investors and make investments with respect to the Project, or who participate in the financing of
such investments, who agree to be bound by the terms and provisions of this Agreement and who
shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, or other Persons
described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet
the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified
FILOT Act must be approved by the County in writing. To the extent that the aggregate
investment in the Project by the end of the Project Commitment Period by all Sponsors and
Sponsor Affiliates exceeds Five Million Dollars ($5,000,000.00), to the extent permitted by
Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor
Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of
this Agreement (subject to the other conditions set forth therein) regardless of whether each such
entity invested amounts equal to the Investment Commitment by the end of the Investment
Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue
with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section
8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or
Sponsor Affiliate has placed in service property to be used in connection with the Project, all in
accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if
any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall
continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and
any Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or
with respect to the Project to any Person; or (b) enter into any lending, financing, security, or
similar arrangement or succession of such arrangements with any financing entity with respect
to the Agreement or the Project, including without limitation any sale, leaseback, or other
financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i)
except in connection with any transfer to any Affiliate of the Company or such Co-Investor
(collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such
transfers the County hereby consents), the Company or such Co-Investor shall first obtain the
prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company or such Co-Investor hereunder, or where the County consents in writing (such consent not to be unreasonably withheld, conditioned or delayed and, to the extent allowable by law, evidenced by a Resolution of County Council), no such transfer shall affect or reduce any of the obligations of the Company or such Co-Investor hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of ad valorem property taxes. The County’s rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company’s expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County’s rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.
Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days’ notice of such termination, in which event the Project shall be subject to ad valorem taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company’s meeting the Investment Commitment, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(h) hereof. The County’s rights to receive payment for such ad valorem taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company. (a) Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default;

(3) a cessation of operations at the Project.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:
(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses. (a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County relating to the initial preparation, negotiation, and approval of this Agreement and all related transaction documents shall not exceed Five Thousand Dollars ($5,000.00)

(b) The Company agrees to reimburse the County for reasonable out-of-pocket expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments as well as out-of-pocket reporting and compliance costs incurred by the County as a result of entering into this Agreement.
Section 12.04. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party’s drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Florence County, South Carolina
Attention: Florence County Administrator
County Complex
180 North Irby Street
MSC-G
Florence, South Carolina 29501
Phone: (843) 665-3035

with a copy (which shall not constitute notice) to:

Mr. Will Johnson
Haynsworth Sinkler Boyd, P.A.
1201 Main Street
22nd Floor
Columbia, South Carolina 29201
Phone: (803) 779-3080
Email: wjohnson@hsblawfirm.com

with a copy (which shall not constitute notice) to:

Florence County Economic Development
Attn: Economic Development Director
1951 Pisgah Road
Florence, SC 29501

(b) As to the Company:

[Project Horseshoe]

With a copy to (which shall not constitute notice):

24
Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company’s reasonable control.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

[SEAL]

By: ____________________________
Name: Kent C. Caudle
Title: Chair of County Council
Florence County, South Carolina

Attest:

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

[PROJECT HORSESHOE]

By: ____________________________
Name: 
Title: 

draft
EXHIBIT A

Land

[legal description to be inserted]
AGENDA ITEM: Ordinance No. 15-2016/17

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Elliott G. Skillern & Camelia J. Scott-Skillern Located At 1063 West Main Street, Lake City, SC As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 016; Consisting Of Approx. 33.562 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.]
(Planning Commission approved 7 to 1; Council District 1)

POINTS TO CONSIDER:

1. The subject property is currently vacant and zoned R-1, Single-Family Residential District and RU-1, Rural Community District.
2. Surrounding land uses consist of Residential and Vacant Land.

OPTIONS:
1. (Recommended) Approve as Presented.

ATTACHMENTS:
1. Ordinance No. 15-2016/17
2. Staff report for PC #2017-04
3. Location Map
4. Zoning Map
5. Aerial Map
ORDINANCE NO. 15-2016/17
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Elliott G. Skillern & Camelia J. Scott-Skillern Located At 1063 West Main Street, Lake City, SC As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 016; Consisting Of Approx. 33.562 Acres From R-1, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.]

WHEREAS:

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

2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on March 28, 2017.

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

1. Property located at 1063 W. Main St., Lake City, SC as shown on Florence County Tax Map No. 00141, Block 31, Parcel 016 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, MARCH 28, 2017
PC#2017-04

SUBJECT: Rezoning request from R-1, Single-Family Residential District to RU-1, Rural Community District.

LOCATION: 1063 West Main Street, Lake City, SC

TAX MAP NUMBER: A portion of 00141, Block 31, Parcel 016

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Elliott G. Skillern & Camelia J. Scott-Skillem

APPLICANT: Elliott G. Skillern & Camelia J. Scott-Skillem

LAND AREA: 33.562 Acres

WATER /SEWER AVAILABILITY: City of Lake City

ADJACENT WATERWAYS/ BODIES OF WATER: None

FLOOD ZONE: Yes

STAFF RECOMMENDATION:
Staff recommends approval of the request.

STAFF ANALYSIS:
1. Existing Land Use and Zoning:
The subject property is currently vacant and zoned R-1, Single-Family Residential District and RU-1, Rural Community District.

2. Proposed Land Use and Zoning:
The proposal is to rezone the R-1, Single-Family Residential District portion of the parcel to RU-1, Rural Community District.

3. Surrounding Land Use and Zoning:
North: Vacant/R-1 and RU-1/Florence County
South: Vacant and Residential/R-1 and R-5/Florence County
West: Vacant and Residential/R-1 and RU-1/Florence County
East: Vacant/R-1 and RU-1/Florence County
Florence County Zoning Map

Legend

Map Prepared by: RWE
Copyright 2010: Florence County Planning & Building Inspection Department
Geographic Information Systems 2017-02-24

Council District(s): 1
PC#2017-04
AGENDA ITEM: Ordinance No. 16-2016/17
   Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance For Text Amendments To The Florence County Code Of Ordinances,
Chapter 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT
REGULATIONS, DIVISION 1. — GENERALLY, Section 30-29. — Table II: Schedule Of
Permitted And Conditional Uses And Off-Street Parking Requirements For Business &
Rural Districts, Sector 53: Real Estate & Rental & Leasing; And Other Matters Related
Thereto.]

POINTS TO CONSIDER:
1. Developers have expressed concerns that the “1 space for every unit” parking requirement
   for Mini-warehouses is unduly burdensome.
2. Most patrons who utilize these facilities park their vehicle in front of their respective storage
   unit, negating the need for additional parking.

OPTIONS:
1. (Recommended) Approve as Presented.

ATTACHMENTS:
1. Ordinance No. 16-2016/17 w/markup
2. Ordinance No. 16-2016/17 w/o markup
3. Staff Report for PC#2017-05
ORDINANCE NO. 16-2016/17
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT REGULATIONS, DIVISION 1. — GENERALLY, Section 30-29. — Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 53: Real Estate & Rental & Leasing; And Other Matters Related Thereto.]

WHEREAS:
1. Developers have expressed concerns that the “1 space for every unit” parking requirement for Mini-warehouses is unduly burdensome. Most patrons who utilize these facilities park their vehicle in front of their respective storage unit, negating the need for additional parking; and

2. Staff has proposed a more flexible option for developers and patrons which is more uniform with surrounding counties.

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

1. The Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT REGULATIONS, DIVISION 1. — GENERALLY, Section 30-29. — Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 53: Real Estate & Rental & Leasing shall be amended as follows:

ARTICLE II. — ZONING DISTRICT REGULATIONS

DIVISION 1. — GENERALLY

Section 30-29. — Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts
<table>
<thead>
<tr>
<th>Sector 52: Finance &amp; Insurance</th>
<th>NAICS</th>
<th>B-1</th>
<th>B-2</th>
<th>B-3</th>
<th>B-4</th>
<th>B-5</th>
<th>B-6</th>
<th>RU-1-</th>
<th>RU-2</th>
<th>Off- Street Parking Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banks</td>
<td>521</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Credit Intermediation</td>
<td>522</td>
<td>P</td>
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<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Pawn Shops</td>
<td>522298</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Security &amp; commodity contracts, financial investments</td>
<td>523</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Insurance carriers &amp; related activities</td>
<td>524</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Funds, trust, &amp; other financial vehicles</td>
<td>525</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Sector 53: Real Estate &amp; Rental &amp; Leasing</td>
<td>NAICS</td>
<td>B-1</td>
<td>B-2</td>
<td>B-3</td>
<td>B-4</td>
<td>B-5</td>
<td>B-6</td>
<td>RU-1-</td>
<td>RU-2</td>
<td>Off- Street Parking Requirements</td>
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<tr>
<td>Real estate</td>
<td>531</td>
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<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
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<td>Mini-warehouses</td>
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<td>N</td>
<td>1.0 per 25 storage units</td>
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<td>Rental &amp; leasing services</td>
<td>532</td>
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<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>1.0 per 500 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Video tape rental (section 30-103)</td>
<td>53223</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>C</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Sector 54: Professional, Scientific, Technical Services</td>
<td>NAICS</td>
<td>B-1</td>
<td>B-2</td>
<td>B-3</td>
<td>B-4</td>
<td>B-5</td>
<td>B-6</td>
<td>RU-1-</td>
<td>RU-2</td>
<td>Off- Street Parking Requirements</td>
</tr>
<tr>
<td>Professional, Scientific, Technical Svcs.</td>
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<td>P</td>
<td>P</td>
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<td>P</td>
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<td>N</td>
<td>1.0 per 300 s.f. GFA</td>
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<td>Display advertising - Signs</td>
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<td>See article V</td>
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<tr>
<td>Legal services</td>
<td>5411</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
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<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
<td></td>
</tr>
<tr>
<td>Engineering, accounting, research management &amp; related services</td>
<td>5412-9</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>1.0 per 350 s.f. GFA</td>
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<tr>
<td>Tax return prep. service</td>
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<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>1.0 per 500 s.f. GFA</td>
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</tr>
<tr>
<td>Service</td>
<td>Code</td>
<td>Permitted</td>
<td>Lot Size</td>
<td>Non-Permitted</td>
<td>Area Size</td>
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<tr>
<td>Photographic studios, portraits</td>
<td>54192</td>
<td>P P P P N N N N</td>
<td>1.0 per 300 s.f. GFA</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Veterinary services</td>
<td>54194</td>
<td>N N P N N P P P</td>
<td>1.0 per 1,000 s.f. GFA</td>
<td></td>
<td></td>
<td></td>
<td></td>
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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
ORDINANCE NO. 16-2016/17
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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DIVISION 1. — GENERALLY

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<th>NAICS</th>
<th>B-1</th>
<th>B-2</th>
<th>B-3</th>
<th>B-4</th>
<th>B-5</th>
<th>RU-1-</th>
<th>RU-2</th>
<th>Off-Street Parking Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Sector 52: Finance &amp; Insurance</td>
</tr>
<tr>
<td>Banks</td>
<td>521</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Credit Intermediation</td>
<td>522</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Pawn Shops</td>
<td>522298</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Security &amp; commodity contracts, financial investments</td>
<td>523</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Insurance carriers &amp; related activities</td>
<td>524</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Funds, trust, &amp; other financial vehicles</td>
<td>525</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
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<td></td>
<td></td>
<td></td>
<td>Sector 53: Real Estate &amp; Rental &amp; Leasing</td>
</tr>
<tr>
<td>Real estate</td>
<td>531</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
</tr>
<tr>
<td>Mini-warehouses</td>
<td>53113</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
</tr>
<tr>
<td>Rental &amp; leasing services</td>
<td>532</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
</tr>
<tr>
<td>Video tape rental (section 30-103)</td>
<td>53223</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>C</td>
</tr>
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<td></td>
<td></td>
<td>Sector 54: Professional, Scientific, Technical Services</td>
</tr>
<tr>
<td>Professional, Scientific, Technical Svcs.</td>
<td>541</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Display advertising - Signs</td>
<td>54185</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>See article V</td>
</tr>
<tr>
<td>Legal services</td>
<td>5411</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Engineering, accounting, research management &amp; related services</td>
<td>5412-9</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Tax return prep. service</td>
<td>541213</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>P</td>
</tr>
</tbody>
</table>
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 as to Form and Content
D. Malloy McEachin, Jr., County Attorney

ABSENT:
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
MARCH 28, 2017
PC#2017-05

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 53: Real Estate & Rental & Leasing.

APPLICANT: Florence County Planning and Building Department

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
Developers have expressed concerns that the “1 space for every unit” parking requirement for Mini-warehouses is unduly burdensome. Most patrons who utilize these facilities park their vehicle in front of their respective storage unit, negating the need for additional parking.

Staff has created a more flexible option for developers and patrons which is more in line with surrounding counties.

Therefore, the Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts, Sector 53: Real Estate & Rental & Leasing shall be amended as follows:

ARTICLE II. – ZONING DISTRICT REGULATIONS

DIVISION 1. – GENERALLY

Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts
<table>
<thead>
<tr>
<th>Service</th>
<th>Industry Code</th>
<th>P</th>
<th>P</th>
<th>P</th>
<th>N</th>
<th>N</th>
<th>P</th>
<th>N</th>
<th>1.0 per 500 s.f. GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax return prep. service</td>
<td>541213</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Photographic studios, portraits</td>
<td>54192</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>1.0 per 300 s.f. GFA</td>
</tr>
<tr>
<td>Veterinary services</td>
<td>54194</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>N</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>1.0 per 1,000 s.f. GFA</td>
</tr>
</tbody>
</table>

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MARCH 28, 2017:**
Eight Planning Commission members voted 8 to 0 to approve the zoning amendment request.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request for text amendments to the Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 53: Real Estate & Rental & Leasing.
AGENDA ITEM: Ordinance No. 17-2016/17
Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance For Text Amendments To The Florence County Code Of Ordinances,
Chapter 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT
REGULATIONS, DIVISION 4. — FH FLOOD HAZARD DISTRICT, Sec. 30-61. — General
Development Standards, And ARTICLE X. — DEFINITIONS, Sec. 30-311. — Definitions;
And Other Matters Related Thereto.]

POINTS TO CONSIDER:
1. The current minimum standard by FEMA regarding substantial damage is 50%.
2. Florence County’s current 30% substantial damage standard is more restrictive than any
   other jurisdiction in SC surrounding counties and yet provides no additional benefit to
citizens.

OPTIONS:
1. (Recommended) Approve as Presented.

ATTACHMENTS:
1. Ordinance No. 17-2016/17 w/markup
2. Ordinance No. 17-2016/17 w/o markup
3. Staff Report for PC#2017-06
WHEREAS:
1. The current minimum standard required by FEMA is 50% substantial damage; and

2. Florence County's current 30% substantial damage standard is more restrictive than surrounding counties and yet provides no additional benefit to citizens.

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

1. The Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 4. – FH FLOOD HAZARD DISTRICT, Sec. 30-61. – General Development Standards, And ARTICLE X. – DEFINITIONS, Sec. 30-311. – Definitions; And Other Matters Related Thereto.

Chapter 30 – ZONING ORDINANCE

ARTICLE II. – ZONING DISTRICT REGULATIONS

DIVISION 4. – FH FLOOD HAZARD DISTRICT

Sec. 30-61. – General development standards.

(17) Federally funded development. The President issued Executive Order 11988, Floodplain Management, May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Evidence of compliance with the executive order must be submitted as part of the permit review process.

(18) Substantial damage determination. Perform an assessment of damage from any origin to the structure using FEMA's residential substantial damage estimator (RSDE) software to determine if the damage equals or exceeds 50% of the market value of the structure before the damage occurred.
(19) **Substantial improvement determinations.** Perform an assessment of permit applications for improvements or repairs to be made to a building or structure which cost equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

**Article X. - DEFINITIONS**

**Sec. 30-311. – Definitions**

*Substantial damage.* Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

*Substantial improvement.* Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

*Substantially improved existing manufactured home park or subdivision.* Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

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

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

Connie Y. Haselden, Council Clerk

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

SIGNED:  

Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:
WHEREAS:
1. The current minimum standard required by FEMA is 50% substantial damage; and

2. Florence County’s current 30% substantial damage standard is more restrictive than surrounding counties and yet provides no additional benefit to citizens.

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

1. The Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. — ZONING DISTRICT REGULATIONS, DIVISION 4. — FH FLOOD HAZARD DISTRICT, Sec. 30-61. — General Development Standards, And ARTICLE X. — DEFINITIONS, Sec. 30-311. — Definitions; And Other Matters Related Thereto.

Chapter 30 — ZONING ORDINANCE

ARTICLE II. — ZONING DISTRICT REGULATIONS

DIVISION 4. — FH FLOOD HAZARD DISTRICT

Sec. 30-61. — General development standards.

(17) Federally funded development. The President issued Executive Order 11988, Floodplain Management, May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Evidence of compliance with the executive order must be submitted as part of the permit review process.

(18) Substantial damage determination. Perform an assessment of damage from any origin to the structure using FEMA’s residential substantial damage estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.
Substantial improvement determinations. Perform an assessment of permit applications for improvements or repairs to be made to a building or structure which cost equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Article X. - DEFINITIONS

Sec. 30-311. – Definitions

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision. Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

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.
Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
STAFF REPORT
TO THE
FLORENCEN COUNTY PLANNING COMMISSION
MARCH 28, 2017
PC#2017-06

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. - ZONING DISTRICT REGULATIONS, DIVISION 4. - FH FLOOD HAZARD DISTRICT, Sec. 30-61. - General Development Standards, And ARTICLE X. - DEFINITIONS, Sec. 30-311. - Definitions.

APPLICANT: Florence County Planning and Building Department

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
The National Flood Insurance Program (NFIP) regulations detailed in Title 44, Part 59, Subpart A, Section 59.1 defines “substantial damage” as “damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred”.

The same section defines “substantial improvement” as “any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the ‘start of construction’ of the improvement. This term includes structures which have incurred ‘substantial damage’, regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Structures that meet these definitions must be brought into compliance with the current NFIP regulations for new construction. In order for a community to participate in the NFIP it must adopt the minimum criteria in its ordinance. The Community Rating System (CRS) of which Florence County is a part of offers credit for more restrictive ordinances. The credit offered is 20 points as part of Activity 430. This amount is minimal in the overall rating. Currently only 1 other community in South Carolina is receiving this credit for a 49% rate. The overall CRS score determines the percent discount on insurance rates. The model ordinance posted by SCDNR based on the FEMA model ordinance has the same criteria. Communities are allowed to enforce stricter regulations but cannot pass less restrictive ordinances that the minimum required by the NFIP.
Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision. Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MARCH 28, 2017:
Eight Planning Commission members voted 8 to 0 to approve the zoning amendment request.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the request for text amendments to the Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 4. – FH FLOOD HAZARD DISTRICT, Sec. 30-61. – General Development Standards, And ARTICLE X. – DEFINITIONS, Sec. 30-311. – Definitions.
AGENDA ITEM:  Ordinance No. 18-2016/17 – Second Reading

DEPARTMENT:  Economic Development

ISSUE UNDER CONSIDERATION:
An Ordinance Authorizing the Execution and Delivery of a Fee Agreement Between Florence County, South Carolina and General Electric Company Providing for a Payment of a Fee in Lieu of Taxes, the Issuance of Special Source Revenue Credits, and Other Matters Related Thereto.

OPTIONS:
1.  (Recommended)  Approve Second Reading of Ordinance No. 18-2016/17.

ATTACHMENTS:
A copy of proposed Ordinance No. 18-2016/17 and associated agreement.
ORNAMENT NO. 18-2016/17
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance Authorizing The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina And General Electric Company Providing For A Payment Of A Fee In Lieu Of Taxes, The Issuance Of Special Source Revenue Credits, 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 pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the “State”) and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

2. General Electric Company, a New York corporation authorized to do business in the State (referred to hereinafter as the “Company”) intends to invest in the expansion of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the “Land and Building”); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least $40,000,000 over five years (the “Project”), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

3. Pursuant to an Inducement Resolution dated as of April 20, 2017, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and
4. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 40 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance of special source revenue credits equal to 50% of the payments in lieu of taxes for years 1-10 of the term of the Fee Agreement and 25% of the payments in lieu of taxes for years 11-30 of the term of the Fee Agreement; and

5. It appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

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

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

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.

(c) 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.

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

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

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
(g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

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

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

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

ATTEST:

FLORENCE COUNTY COUNCIL

Connie Y. Haselden, Council Clerk

Kent C. Caudle, Chairman

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:

OPPOSED:

ABSENT

-122-
FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

GENERAL ELECTRIC COMPANY

Dated as of June 15, 2017
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 June 15, 2017 by and between FLORENC E 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 GENERAL ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of New York (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(1)(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 section 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 and any Sponsors and Sponsor Affiliates of property within the Investment Period, 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.

“Clawback Minimum Requirements” shall mean an investment of at least $40,000,000 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company and any Sponsors and the creation of at least 100 new, full time jobs by the Company.

“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 General Electric Company 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 and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“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.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina,
1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“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 in the County 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 2017 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, except as expressly permitted by Section 12-44-110 of the Act.

“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 initially consisting of 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, and any improvements located thereon.

“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 Fee Agreement with respect to its participation in the Project. The term shall also include any “Sponsor Affiliate” as described in Section 12-44-30(20) of the Act, provided that the Company and Sponsor Affiliate must sign and return a Joinder Agreement in the form attached hereto as Exhibit B to the Company in order for the Sponsor Affiliate to be eligible for the benefits of this Fee Agreement.
"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

"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 39th 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 39th 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 40 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.

Section 1.2 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 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company or a Sponsor, 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 the lowest millage rate permissible under the Act, which the parties understand to be 329.6 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2016, 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 and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

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

(a) The Company 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 manufacturing 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 total capital investment will equal or exceed the Act Minimum Investment Requirement and that it satisfies the Clawback Minimum Requirements.

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.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to
this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company’s liability.

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 (or any other Sponsor) 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.

Any entity that is added as a Sponsor Affiliate to this Fee Agreement by the delivery of a Joinder Agreement in the form attached hereto as Exhibit B shall be entitled to the same rights and benefits of the Company under the Fee Agreement with respect to its investments in the Project.

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 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 any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.
Pursuant to Section 12-44-50 of the Act, the Company and any Sponsor are 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 the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company (or Sponsor, as applicable) shall make FILOT Payments 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 FILOT Payments 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 or Sponsor 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 or Sponsor 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 39 years thereafter or such longer period of years in which the Act permits the Company or Sponsor to make annual fee payments.

**Step 3:** Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2016, which is 329.6 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 or Sponsor 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) The FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

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 FILOT Payment 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.

Subject to Section 6.8 hereof, 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 hereof 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) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for Infrastructure Credits equal to 50% of the first through tenth FILOT payments due under this Agreement and 25% of the eleventh through thirtieth FILOT payments due under this Agreement. The Infrastructure Credits shall be applied as a setoff against the FILOT owed for the then current year.

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 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) If the Company fails to meet and maintain the Clawback Minimum Requirements as of the end of the Investment Period, the Company shall be obligated to repay a prorated portion of the Infrastructure Credits provided under Section 4.1(c) hereof, with such prorated portion to be calculated by determining the average achievement percentage of the job and investment requirements (as compared to the Clawback Minimum Requirements) as of the last day of the Investment Period. Investment shall be measured based on gross cost without regard to depreciation.

For example, and by way of example only, if the Company has created and maintained an investment of $30,000,000 and created and maintained 75 new, full-time jobs as of the last day of the Investment Period, the Company’s pro rata repayment obligation would be 75% of the Infrastructure Credits received to date, calculated as follows:

Investment Achievement Percentage = $30,000,000 / $40,000,000 = 75%
Jobs Achievement Percentage = 75 / 100 = 75%
Overall Achievement Percentage = (75% + 75%) / 2 = 75%
Prorated Repayment Amount = 100% - 75% = 25%

Following the end of the Investment Period, if the Company fails to maintain the Clawback Minimum Requirements as of the last day of its property tax year at any time during the term of this Agreement, the Infrastructure Credits provided pursuant to Section 4.1(c) hereof shall be reduced each year in a prorated manner, with the prorated amount to be calculated in the same manner provided above.

(c) Any amounts due to the County under Section 4.2(a) or 4.2(b) shall be paid within ninety (90) days following written notice thereof from the County to the Company.

(d) The remedies stated herein shall be the County’s sole remedies for the Company’s failure to meet any required investment or job creation level.
(e) For purposes of Section 4.2(b), if the Investment Achievement Percentage or Jobs Achievement Percentage is between 90% and 100% for any applicable measurement date, such percentage shall be deemed to be 100%. For example, and by way of example only, if the Investment Achievement Percentage is 100% and the Jobs Achievement Percentage is 94% as of the end of the Investment Period, then in such case, the Jobs Achievement Percentage shall be deemed to be 100%, and no repayment obligation would apply at such time.

(f) The investments and job creation of the Company and any applicable Sponsor Affiliate shall be considered on an aggregate basis for purposes of this Section 4.2, subject to the requirements set forth in Section 12-44-30(19) of the Act.

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 *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. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place 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 Economic Development Property. 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.

(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. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part 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. 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.

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. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys’ fees (the “Administration Expenses”); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, “Administration Expenses” shall include the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents.
Reimbursement for the County’s attorneys’ fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel, with the total of such fees not to exceed $5,000.

Section 4.13 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

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 County 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

HSB: 4900192 V.2
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:

(i) terminate the Fee Agreement, upon 60 days’ notice to the Company and any Sponsor;

(ii) 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; or

(iii) 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.

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

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

(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:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

(iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
(iv) 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.

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.

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 or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

General Electric Company
Attn: Counsel – Indirect Taxes
41 Farnsworth Street
Boston, MA 02210

WITH A COPY TO:

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

IF TO THE COUNTY:

Florence County, South Carolina
Attn: County Administrator
180 N. Irby Street, MSC-G
Florence, SC 29501-3456

WITH A COPY TO:

Turner Padget Graham & Laney P.A.
Attn: Art Justice
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 include legal fees, 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, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credits explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

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 written notice of termination, and such termination shall be effective as of the date determined by the Company; 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 the effective date of 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 Fee Agreement. The Company’s obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the effective date 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 with respect to its subject matter, 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.

(Signature Page Follows)
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman 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: ___________________________
Title: ___________________________

ATTEST:

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

GENERAL ELECTRIC COMPANY

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

Approximately 86.02 acres represented by Tax Map Number 00099-01-039
EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective ________, 2017 ("Fee Agreement"), between Florence County, South Carolina ("County") and General Electric Company ("Company").

1. Joinder to Fee 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 Fee Agreement except the following: ________________; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee 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 4.1 of the Fee 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 ____________________________

Signature: ____________________________
Name: ____________________________
Title: ____________________________
IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

Signature: ____________________________
Name: ________________________________
Title: _________________________________
AGENDA ITEM: Ordinance No. 19-2016/17 – Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (General Electric Company).

OPTIONS:
1. *(Recommended)* Approve Second Reading of Ordinance No. 19-2016/17.

ATTACHMENTS:
A copy of proposed Ordinance No. 19-2016/17.
ORDINANCE NO. 19-2016/17

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (General Electric Company)]

WHEREAS:

1. Darlington County and Florence County entered into an agreement for development of a joint county industrial and business park dated as of November 18, 2010 (the “Park Agreement”); and

2. Pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of Darlington County and Florence County; and

3. It is now desired that the boundaries of the Park be enlarged; and

4. The expansion of the Park shall include the real estate described in the schedule attached to this Ordinance as Exhibit A (as such description may be hereafter refined) (“Property”).

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

Section 1. The Park Agreement is hereby and shall be amended to include the Property.

Section 2. The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved, and the Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to General Electric Company and Darlington County.

Section 3. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.
Section 4. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

Connie Y. Haselden, Council Clerk

FLORENCE COUNTY COUNCIL:

Kent C. Caudle, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT

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

GENERAL ELECTRIC COMPANY PROPERTY
FLORENCE COUNTY

Approximately 86.02 acres represented by Tax Map Number 00099-01-039
EXHIBIT B

AMENDMENT TO PARK AGREEMENT

[INSERT]
STATE OF SOUTH CAROLINA) AMENDMENT TO AGREEMENT FOR THE 
COUNTY OF DARLINGTON) DEVELOPMENT OF JOINT COUNTY 
COUNTY OF FLORENCE) INDUSTRIAL AND BUSINESS PARK DATED 
) NOVEMBER 18, 2010 (GENERAL ELECT 
COMPANY)

THIS AMENDMENT ENTERED INTO AS OF THE ____ DAY OF ________, 2017 
BETWEEN DARLINGTON COUNTY, SOUTH CAROLINA AND FLORENCE COUNTY, 
SOUTH CAROLINA

By authority of Ordinance No. ______________ enacted by the County Council of 
Darlington County on ______________ and Ordinance No. ______________ enacted by the 
County Council of Florence County on ______________, for value received, Darlington County 
and Florence County hereby agree that the property described in Exhibit A attached hereto is hereby 
added to and shall be deemed to be a part of the Agreement for Development of Joint County 
Industrial and Business Park between Darlington County and Florence County dated as of 
November 18, 2010 (the "Park Agreement"). All other terms and provisions of said Agreement 
shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

DARLINGTON COUNTY, 
SOUTH CAROLINA

Signature: ____________________________________________ 
Name: Bobby Hudson 
Title: Chairman of County Council

ATTEST:

Signature: ____________________________________________ 
Name: J. Janet Bishop 
Title: Clerk to County Council

FLORENCE COUNTY, 
SOUTH CAROLINA

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

ATTEST:

Signature: ____________________________________________ 
Name: Connie Y. Haselden 
Title: Clerk to County Council
AGENDA ITEM:  Second Reading of Ordinance No. 20-2016/17

DEPARTMENT:  Finance

ISSUE UNDER CONSIDERATION:
(An Ordinance To Ratify FY17 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 FY16 and incomplete as of June 30, 2016 in the amount of $349,492 require the unexpended balances of the purchase orders to be added to General Fund fund balance.
3. Revenue was received by the Florence County Parks and Recreation Department for special events which required an additional appropriation of $2,537 above the original FY17 budget.
4. Two planning contracts were entered into for the Highway 76 Corridor Study. The majority of the cost of these contracts is being funded by previous years’ FLATS funds, which required an additional appropriation of $176,100 above the original FY17 budget.
5. There was a clerical error in the calculation of the Sheriff’s Office original budget submittal which reduced the budget for bullet proof vests which were required to be replaced which required an additional appropriation of $11,372 above the original FY17 budget.
6. The contract for waste tire removal needed to be extended for the remainder of FY17 and increased by $40,000.

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 FY16 and incomplete as of June 30, 2016 in the amount of $349,492 is being funded from General Fund fund balance, since savings in this amount were realized in FY16.
3. The appropriation to the Florence County Parks and Recreation Department in the amount of $2,537 is being funded from revenue received for special events.
4. The appropriation to the Planning Department for the Highway 76 Corridor Study in the amount of $176,100 is being funded from General Fund fund balance, since the majority of the cost of these contracts is being funded from previous years’ FLATS funds.
5. The appropriation to the Sheriff’s Office for the bullet proof vests in the amount of $11,372 is being funded from General Fund fund balance.
6. The appropriation for the Solid Waste Fund necessary to extend the waste tire contract in an additional amount of $40,000 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:
1. (Recommended) Approve Second Reading of Ordinance No. 20-2016/17.
2. Provide An Alternate Directive

ATTACHMENT:
Copy of Proposed Ordinance No. 20-2016/17
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 FY17 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 FY17 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 10-371-370-100-0000 $ 2,537
         Expenditures 10-471-451-100-6900 $ 2,500
         10-471-451-100-4700 $ 37

      2) Two planning contracts were entered into for the Highway 76 Corridor Study. Previous years’ FLATS funds are being used to fund a majority of the cost of these contracts, so funds need to be loaded into the Planning Department budget for these contracts. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

         Revenue 10-399-999-999-9500 $176,100
         Expenditures 10-411-418-100-1200 $176,100
3) There was a clerical error in the calculation of the Sheriff’s Office original budget submittal which reduced the budget for bullet proof vests which were required to be replaced. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

| Revenue   | 10-399-999-999-9500 | $11,372 |
| Expenditures | 10-421-421-100-9602  | $11,372 |

4) Contracts and related purchase orders in various stages of completion at the end of FY16 and incomplete as of June 30, 2016 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 FY17. Based on various FY16 uncompleted contracts and purchase orders being carried over into FY17, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

| Revenue   | 10-399-999-999-9500 | $349,492 |
| Expenditures | 10-411-402-000-1200  | $1,173  |
|           | 10-411-411-000-1100  | $354    |
|           | 10-411-412-900-0161  | $5,000  |
|           | 10-411-413-200-4900  | $1,415  |
|           | 10-411-415-100-9300  | $6,353  |
|           | 10-418-418-100-0200  | $2,788  |
|           | 10-411-418-100-4700  | $2,261  |
|           | 10-411-418-100-9100  | $26,169 |
|           | 10-411-418-100-9300  | $2,768  |
|           | 10-411-420-000-0200  | $3,759  |
|           | 10-411-420-000-8600  | $85,965 |
|           | 10-411-427-000-6400  | $2,035  |
|           | 10-421-421-110-6469  | $4,736  |
|           | 10-421-421-110-9100  | $33,842 |
|           | 10-421-421-110-9500  | $26,288 |
|           | 10-421-421-200-8600  | $88,987 |
|           | 10-421-421-200-9500  | $38,072 |
|           | 10-471-451-100-6400  | $3,600  |
|           | 10-471-451-100-9200  | $5,727  |
|           | 10-471-455-000-6400  | $8,200  |

b. **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:

| Revenue | 421-399-999-999-9500 | $40,000 |
| Expenditures | 421-441-432-200-6416  | $40,000 |

c. **GRANT FUND (FUND #141)**

The FY17 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:

<p>| School Dist #1 SRO | 4201 | $361,074 |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount</th>
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<tbody>
<tr>
<td>School Dist #2 SRO</td>
<td>4201</td>
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</tr>
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<td>School Dist #3 SRO</td>
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<td>School Dist #5 SRO</td>
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<td>Used Oil – FY2017</td>
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<td>NEA/Museum Board</td>
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<td>16LEMPG</td>
<td>4216</td>
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<td>HWY 378 Landing</td>
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<td>FCSO Fire Extinguishers</td>
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<td>SC Arts Commission – Museum</td>
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<td>HMEP Planning Grant</td>
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<td>Project Swamp Fox</td>
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<td>Project Patheon</td>
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<td>Museum Projector</td>
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<td>Miracle League Field</td>
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<td>LSTA CSLP</td>
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<td>FEMA – AFG</td>
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<td>ALA Conference</td>
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<td>Mosquito Control</td>
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<td>Public Defender</td>
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<td>DSS Unit Cost</td>
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<td>CDV – Solicitor</td>
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<td>Records Improvement – Clerk of Court</td>
<td>4392</td>
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<td>Solicitor’s Juvenile Arbitrator</td>
<td>4399</td>
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<td>Juvenile Drug Court</td>
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<td>State Library – Lottery Funds</td>
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<td>LRCP – First Saturday</td>
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<td>4431</td>
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<td>Sheriff – CSE-DSS</td>
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<td>Museum Gift Account</td>
<td>4455</td>
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<td>SCPRT – TAG Grant</td>
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<tr>
<td>SCEMD – Supplemental Grant</td>
<td>4492</td>
<td>$15,218</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 06/30/17.

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: 

______________________________
Connie Y. Haselden
Clerk to Council

SIGNED: 

______________________________
Kent C. Caudle, Chairman
Florence County Council

Approved as to Form & Content 

D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE: 

OPPOSED:

ABSENT:
AGENDA ITEM: Ordinance No. 21-2016/17 – Second Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
An Ordinance To Amend The Florence County Code Of Ordinances Section 11-172(B) To Increase The Road System Maintenance Fee To $35 Per Year Per Vehicle And Other Matters Related Thereto.

OPTIONS:
1. County Council realizes a need to increase the Road System Maintenance Fee (RSMF) to $35 in order to continue to adequately maintain public roadways, etc. in Florence County.
2. Section 11-172(b) of the Florence County Code of Ordinances needs to be amended to increase the RSMF from thirty dollars ($30) per year per vehicle to thirty-five dollars ($35) per year per vehicle.

OPTIONS:
1. (Recommended) Approve Second Reading of Ordinance No. 21-2016/17.

ATTACHMENTS:
A copy of proposed Ordinance No. 21-2016/17.
[An Ordinance To Amend The Florence County Code Of Ordinances Section 11-172(b) To Increase The Road System Maintenance Fee To $35 Per Year Per Vehicle And Other Matters Related Thereto.]

WHEREAS:

1. County Council realizes a need to increase the Road System Maintenance Fee to $35 in order to continue to adequately maintain public roadways, etc. in Florence County; and

2. Section 11-172(b) of the Florence County Code of Ordinances needs to be amended to increase the Road System Maintenance Fee from thirty dollars ($30) per year per vehicle to thirty-five dollars ($35) per year per vehicle.

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

1. The Florence County Council hereby amends Florence County Code of Ordinances Section 11-172(b) to delete the following language:

   (b) The fee will be collected at a rate of $30.00 per year, per vehicle. Such amount will be due on the same date the ad valorem taxes on such vehicle are due and payable without penalty. If the vehicle's ownership or tag is changed during the year, the amount due will be in the same proportion to $30.00 as the number of days remaining in such calendar year is to 365 days.

   and insert the following language in its place:

   (b) The fee will be collected at a rate of $35.00 per year, per vehicle. Such amount will be due on the same date the ad valorem taxes on such vehicle are due and payable without penalty. If the vehicle's ownership or tag is changed during the year, the amount due will be in the same proportion to $35.00 as the number of days remaining in such calendar year is to 365 days.

2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
3. 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                  Kent C. Caudle, Chairman
Clerk to Council                    Florence County Council

COUNCIL VOTE:
OPPOSED:
ABSENT:

Approved as to Form & Content
D. Malloy McEachin, Jr., County Attorney
AGENDA ITEM: Second Reading of Ordinance No. 01-2017/18

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, 2017 And Ending June 30, 2018; 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. 01-2017/18 is the budget ordinance for next fiscal year.
2. The proposed budget includes a 1.0 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 $279,000), the loss of the non-recurring revenue from the Local Government Fund (approximately $263,000), the operating cost of the new judicial center (annual cost of approximately $243,000), and the increase in the employer share of the County’s health insurance premiums (approximately $352,000).
3. The proposed budget includes an increase in the EMS vehicle fee to $15 from $10 to fund a pay increase for EMS personnel necessary to staff the 20 positions that have been added to EMS in order to staff the operation of two additional ambulances.
4. The proposed budget also includes the establishment of a Solid Waste Household Usage Fee of $74.50 to be charged on all residential units in the unincorporated areas of Florence County. This fee replaces the existing Solid Waste Household Fee that was previously set at $99.50.
5. The proposed budget also includes the establishment of a Solid Waste Household Availability Fee of $25.00 to be charged on all residential units in Florence County. The revenue from this fee eliminates the need for the General Fund subsidy to the Solid Waste Fund.

OPTIONS:
1. (Recommended) Approve Second Reading of Ordinance No. 01-2017/18.

ATTACHMENTS:
1. Copy of Ordinance No. 01-2017/18
2. List of changes from First Reading to Second Reading
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, 2017 And Ending June 30, 2018; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and

2. Pursuant to state statutes, total funds appropriated in fiscal year 2017-2018 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2017-2018.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2017-2018 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>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florence County</td>
<td>74.6</td>
<td>75.6</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 FY18 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)
### Operating Mills

<table>
<thead>
<tr>
<th></th>
<th>Operating Mills</th>
<th>Operating Debt Mills</th>
<th>Total Mills</th>
<th>Estimated Operating Mills</th>
<th>Estimated Debt Mills</th>
<th>Total Mills</th>
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<tbody>
<tr>
<td>FY17</td>
<td>FY17</td>
<td>FY17</td>
<td>FY18</td>
<td>FY18</td>
<td>FY18</td>
<td>FY18</td>
</tr>
<tr>
<td>Florence Fire District</td>
<td>19.5</td>
<td>7.4</td>
<td>26.9</td>
<td>19.5</td>
<td>7.4</td>
<td>26.9</td>
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<tr>
<td>Florence-Darlington Technical College</td>
<td>4.9</td>
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<td>4.9</td>
<td>4.9</td>
<td>0.0</td>
<td>4.9</td>
</tr>
</tbody>
</table>

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

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

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

<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>$58,430,943</td>
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<tr>
<td>37</td>
<td>Fire and First Responder Fund*</td>
<td>$4,161,825</td>
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<tr>
<td>45</td>
<td>Debt Service Fund*</td>
<td>$6,162,496</td>
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<tr>
<td>49</td>
<td>Fire and First Responder Debt Service Fund*</td>
<td>$788,251</td>
</tr>
<tr>
<td>111</td>
<td>Economic Development Capital Project Fund*</td>
<td>$2,595,000</td>
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<tr>
<td>112</td>
<td>Economic Development Partnership Fund*</td>
<td>$459,933</td>
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<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>$2,747,965</td>
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<td>124</td>
<td>Local Hospitality Tax Fund*</td>
<td>$1,435,594</td>
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<tr>
<td>131</td>
<td>District Utility Allocation Fund*</td>
<td>$400,000</td>
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<tr>
<td>132</td>
<td>District Infrastructure Allocation Fund*</td>
<td>$850,000</td>
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<tr>
<td>133</td>
<td>District Rocking and Paving Fund*</td>
<td>$1,795,000</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>$44,317</td>
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<tr>
<td>151</td>
<td>Law Library Fund*</td>
<td>$36,056</td>
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<td>153</td>
<td>Road Maintenance Fund*</td>
<td>$3,895,405</td>
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<td>154</td>
<td>Victim/Witness Fund*</td>
<td>$202,801</td>
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<tr>
<td>155</td>
<td>Solicitor Check Law Fund*</td>
<td>$189,634</td>
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<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>$3,145,795</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, 2017 through June 30, 2018. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of $6,162,496 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.
**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 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. **FY18 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 2017, 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.

e. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be $40.00 for a twenty-four hour period and will be $25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all 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 FY2017/18 budget will become effective on the first day of the first full payroll period of the fiscal year.

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

k. Solicitor and Public Defender Funding of Certain Positions: The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County’s compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds. Disbursement for these positions is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these positions, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County.
SECTION 9. INDEPENDENT AUDIT

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

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

SECTION 10. FEES AND CHARGES

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

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

c. Outstanding EMS Bills: Outstanding EMS bills totaling $1,422,122 posted from the period of January 2000 through December 2014 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. 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.

e. 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.

f. 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 FY18 are not signed prior to June 30, 2017, 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 FY18.

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

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

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

h. EMS Medical Control Physician: The County Administrator is authorized to renew the EMS Medical Control Physician contractual arrangement provided funds are appropriated herein.
i. Independent Contractor’s Contracts Or Agreements For Various Services At The Florence County Detention Center: The County Administrator is authorized to execute independent contractor’s contracts and/or agreements which are in the best interests of the citizens of Florence County for the provision of medical, mental health, psychological, polygraph, commissary, pharmacy, and clergy services at the Florence County Detention Center at the written recommendation of the Sheriff.

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

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

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

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

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

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

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

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

A fixed Agricultural Assessment Extension Policy for private citizens is hereby authorized. Any private citizen may apply for agricultural assessment for no more than two tax years prior to the then current tax year. Businesses, including partnerships, corporations, etc., are not eligible to receive consideration under this fixed policy, but must continue to make applications to Council demonstrating to Council’s satisfaction that the business had reasonable cause for not filing timely.
SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

a. The approval by resolution of County Council or authorization as provided in annual budget ordinances shall be required to permanently place any additional vehicles in the County fleet. Without such authorization, no vehicle shall be added to the fleet or to the County’s insurance policies except where a currently insured vehicle is being removed from same. Vehicles removed from the fleet and the insurance policies must be 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 FY18 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

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

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

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

ATTEST:  SIGNED:

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

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

COUNCIL VOTE:
OPPOSED:
ABSENT:
The appropriation amount for the General Fund increased due to the addition of the Master in Equity Department and the elimination of the General Fund subsidy to the Solid Waste Fund. The appropriation amount for the Solid Waste Fund increased due to the annual increases in the manned convenience center contract that had been being absorbed by fund balance in previous fiscal years. The appropriation amount for the E-911 System Fund increased due to the determination from the State that two requested software contracts for Purvis and Marvils could be funded from 911 revenues.

Sections 10e and 10f have been added. Section 10e replaces the existing Solid Waste Household Fee of $99.50 with a Solid Waste Household Usage Fee of $74.50, to be charged on all residential units in the unincorporated areas of Florence County. Section 10f establishes a Solid Waste Household Availability Fee of $25.00, to be charged on all residential units in the County. The revenue from this fee eliminates the need for the subsidy from the General Fund to the Solid Waste Fund.

Section 121 has been changed to change the date for project de-obligation back to July 1, 2015.

The FY18 Budgeted column in the General Fund Multi-Year Financial Position Analysis has been updated for the increase in General Fund appropriations.

New and Reclass requests have been updated for the inclusion of a Master in Equity and Legal Records Clerk II for the Master in Equity Department, the requested personnel changes from the Sheriff’s Office, the requested changes from the EMS Department, the inclusion of a new Deputy Coroner position, the increased within grade adjustment for the Economic Development Project Manager, and the within grade increases for the Curator of Interpretation and the Curator of Education at the Florence Museum.

The first reading budget for the Sheriff’s Office included the funding for 2 new sheriff’s deputies for the entire fiscal year and for 4 new security officers, funded beginning 01/01/18. The second reading budget includes funding for 8 new sheriff’s deputies, funded beginning 01/01/18. The increased cost of this change is $8,200.
The first reading budget for the EMS Department included funding for 19 new positions to be hired during the fiscal year. The second reading budget includes funding for 20 new positions. The Assistant Training Officer has been deleted and two additional Assistant Shift Supervisors have been added. Since these positions will be filled during the fiscal year, no additional funds have been provided above what was included for first reading.

General Fund revenues have been increased to increase Tax Collector's Costs and Fees by $5,000 to fund the anticipated increase in Delinquent Tax expenditures for tax sale administration, to increase Master in Equity fees by $182,720 to recognize the addition of revenue the County will receive from the new Master in Equity, and to eliminate the transfer in the amount of $360,615 from the General Fund to the Solid Waste Fund as a result of the establishment of the Solid Waste Household Availability Fee discussed earlier.

Appropriation for Master in Equity Department has been added, Treasurer-Delinquent Tax appropriation has been increased by $5,000 for the additional anticipated cost for tax sale administration, the appropriation for contingency has been increased by $297,109, primarily as a result of the elimination of the General Fund subsidy to the Solid Waste Fund, the appropriation for the Sheriff's Office has been increased by $8,200 for the personnel changes noted previously, the appropriation for Central Dispatch has been increased and the appropriation for the County Radio System has been decreased by equal amounts ($105,584) since two positions that were going to transfer from Central Dispatch to the Radio System are going to remain in Central Dispatch, and the appropriation for the Coroner has been increased by $48,963 for the addition of a new Deputy Coroner position.

The Master in Equity Department has been added as the result of a state law requirement that Florence County employ a Master in Equity.

(Note: With the addition of this page to the budget book, all page numbers after this page will be increased by one.)

The pages from the FY2016/17 budget book for the GIS Department were inadvertently included in the first reading package. However, the General Fund Summary of Appropriations and the appropriation for the General Fund was correct in the first reading package. The correct pages for the GIS Department are now included.

The appropriation for the Treasurer’s Office – Delinquent Tax has been increased by $5,000 for the anticipated increased cost of tax sale administration.
An updated organizational chart for the Information Technology Department has been included.

The appropriation for Contingency has been increased by $297,109 primarily as a result of the elimination of the General Fund subsidy to the Solid Waste Fund. This measure provides the General Fund some flexibility to cover the increased FY2018/19 costs for the annualization of the personnel and operating costs of the new judicial center.

The appropriation for the Sheriff’s Office has increased by $8,200 as noted previously. The first reading budget for the Sheriff’s Office included the funding for 2 new sheriff’s deputies for the entire fiscal year and for 4 new security officers, funded beginning 01/01/18. The second reading budget includes funding for 8 new sheriff’s deputies, funded beginning 01/01/18.

The appropriation for Central Dispatch has been increased and the appropriation for the County Radio System has been decreased by equal amounts ($105,584) since two positions — the Radio System Senior Coordinator and the Radio System Coordinator — that were going to transfer from Central Dispatch to the Radio System are going to remain in Central Dispatch.

The personnel changes included in budget have changed. The Assistant Training Officer has been removed and two additional Assistant Shift Supervisors have been added. Since these positions will be filled during the fiscal year, no additional funds have been provided above what was included for first reading.

The appropriation for the Coroner has been increased by $48,963 for the addition of a new Deputy Coroner position.

The appropriation for Solid Waste Fund increased by $298,000 due to the annual increases in the manned convenience center contract that had been being absorbed by fund balance in previous fiscal years. The appropriation amount for the E-911 System Fund increased by $282,000 due to the determination from the State that two requested software contracts for Purvis and Marvils could be funded from 911 revenues.

Various line items have been adjusted to fund the increased within grade increase for the Project Manager. This increase is budget neutral to this fund, but will require more of the contract with NESA to be paid from the Economic Development Capital Project Fund.

Various line items have been adjusted to fund the increased within grade increases for the Curator of Interpretation and the Curator of Education. These increases are budget neutral.
The Household Fee has been replaced by a Household Usage Fee and a Household Availability Fee has been established. The General Fund subsidy of $360,615 has been eliminated. The appropriation for solid waste collection has been increased by $298,000 due to the annual increases in the manned convenience center contract that had been being absorbed by fund balance in previous fiscal years.

The appropriation amount for the E-911 System Fund increased by $282,000 due to the determination from the State that two requested software contracts for Purvis and Marvils could be funded from 911 revenues.
AGENDA ITEM: Boards & Commissions
Florence City-County Civic Center Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Re-Appointment Of Osmona Cooper To Serve On The Florence City-County Civic Center Commission, With Appropriate Expiration Term.

ATTACHMENTS:
1. Current list of County appointed Board members.
CITY-COUNTY CIVIC CENTER COMMISSION

AUTHORITY: ORDNANCE #4-90/91, #15-94/95, #25-2010/11

APPOINTED BY: COUNTY COUNCIL: 5 MEMBERS
CITY COUNCIL: 5 MEMBERS
FLORENCE CITY MAYOR
FLORENCE COUNTY COUNCIL CHAIRMAN
COMMISSION: 1 MEMBER

Thirteen (13) voting members and one ex-officio non-voting member, appointed as follows: five members, residents of City of Florence, appointed by the Florence City Council; five members, residents of Florence County, appointed by the Florence County Council; the Florence City Mayor and the Florence County Council Chairman, or their designee, with approval of the respective Council; one member, recommended by the Commission appointed by both City and County Councils; Civic Center Director shall be ex-officio, non-voting member. Terms are four years.

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<td></td>
<td>318 Wilmont Street</td>
<td>843.373.8514</td>
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<td>Carl.mcfadden@ymail</td>
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<td><a href="mailto:MaryRDittman@gmail.com">MaryRDittman@gmail.com</a></td>
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</table>

County Council Chairman Designee: Councilman Alphonso Bradley (01/19/17)
AGENDA ITEM: Boards & Commissions
District 1 Re-Appointments

DEPARTMENT: County Council
Councilman Jason M. Springs

ISSUE UNDER CONSIDERATION:
Approve The Re-Appointments Of The Following Individuals To Serve On Various Boards/Commissions, Representing Council District 1 With Appropriate Expiration Terms:

- Commission on Alcohol & Drug Abuse – Bishop Oscar Hardman
- Developing Communities Commission – Patsy McCutcheon, Representing the Town of Olanta and Tommy Knotts, Representing the Town of Scranton
- Board of Assessment Appeals – Ted Walter
- Board of Zoning Appeals – Brian Casey

ATTACHMENTS:
1. List of current County appointees to the Commission on Alcohol & Drug Abuse.
2. List of current County appointees to the Developing Communities Commission
3. List of current County appointees to the Board of Assessment Appeals.
4. List of current County appointees to the Board of Zoning Appeals.
COMMISSION ON ALCOHOL AND DRUG ABUSE

Authority: Ordinance #04-81/82, #07-81/982, #23-84/85,
Ordinance #30-87/88, #07-96/97

Appointed by: County Council

Nine (9) members for an initial, staggered period, term of one to four (4) years. Succeeding terms of four years, appointees holding office until successor is appointed and qualified. Three at-large, voting members, nominated by the Commission: 1) Pharmacy Expert, 2) Accounting Expert, 3) Business Law Expert. Succeeding terms of four years after initial terms as follows: 1) Pharmacy: Expires 6-89; 2) Accounting: Expires 6-90; 3) Business Law: Expires 6-91.

<table>
<thead>
<tr>
<th>SEAT</th>
<th>DIST.</th>
<th>APPOINTEE</th>
<th>TERM TO EXPIRE</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>7</td>
<td>Elizabeth Thomas</td>
<td>6/2018</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>665-0389</td>
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<td>669-3691</td>
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<td>Bishop Oscar Hardman</td>
<td>6/2017</td>
</tr>
<tr>
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<td>P.O. Box 1624</td>
<td>389-9727</td>
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<td>Audrey Davis</td>
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<tr>
<td></td>
<td></td>
<td>138 Wilson Road</td>
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<tr>
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<td>3509 Twin Church Road</td>
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<td>Don Coker</td>
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<td>312 Morris Street</td>
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<td>6</td>
<td>2</td>
<td>Charles Munn</td>
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<tr>
<td></td>
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<td>860 Poppie Lane</td>
<td>687-8598</td>
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<td>Richard Sale</td>
<td>6/2018</td>
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<td>620 Lansdowne Drive</td>
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<td>SEAT</td>
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<tr>
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<td>W. Joe McMillan, Jr.</td>
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<td></td>
<td></td>
<td>McMillan Tiller and Associates</td>
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<tr>
<td></td>
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<td>Coldwell Banker</td>
<td>667-1100</td>
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**AT LARGE, VOTING MEMBERS**

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<th>APPOINEE</th>
<th>TERM TO EXPIRE</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>Dr. Dawn Floyd</td>
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<tr>
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<td>CVS Pharmacy Lake City</td>
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<td>P O Box 372</td>
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<td></td>
<td>Olanta, SC 29114</td>
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<td>Marshall T. Rainey</td>
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<tr>
<td></td>
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<td>610 South Gaillard St.</td>
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<td></td>
<td>Dr. Gavin Criser</td>
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</tr>
<tr>
<td></td>
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<td>818 Bellemade Circle</td>
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<tr>
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<td>662-3336 (O)</td>
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</table>

Randy Cole: 665-9349 –O
(Rose Santiago-Toca)
Post Office Box 6196
Florence, SC 29502-6196
The Florence County Developing Communities Commission shall consist of Nine (9) members as follows: two (2) members recommended by City of Lake City and one (1) each from Coward, Johnsonville, Olanta, Quinby, Pamplico, Scranton and Timmonsville. After initial staggered terms, terms shall be for four years or until successors are appointed and qualified.

<table>
<thead>
<tr>
<th>SEAT No</th>
<th>MUNICIPALITY</th>
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<tr>
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<td>Coward</td>
<td>Angela L. “Angie” Cooper</td>
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<tr>
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<tr>
<td></td>
<td></td>
<td>843.210.9878</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:angelaabeau@gmail.com">angelaabeau@gmail.com</a></td>
<td></td>
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<tr>
<td>2</td>
<td>Johnsonville</td>
<td>Dr. Dale Strickland</td>
<td>6/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1124 Kingsburg Hwy.</td>
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<td>Johnsonville, SC 29555</td>
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<tr>
<td></td>
<td></td>
<td>843.625.1763</td>
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<td>3</td>
<td>Lake City</td>
<td>Marion Lowder</td>
<td>6/2020</td>
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<tr>
<td></td>
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<td>1104 W. Campbranch Road</td>
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<td></td>
<td>843.598.1448</td>
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<td>4</td>
<td>Lake City</td>
<td>Brenda Montgomery</td>
<td>6/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>P O Box 467</td>
<td></td>
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<td></td>
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</tr>
<tr>
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<td>5</td>
<td>Olanta</td>
<td>Patsy McCutcheon</td>
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<td></td>
<td></td>
<td>P O Box 444</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Olanta, SC 29114</td>
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<tr>
<td></td>
<td></td>
<td>843.687.5460</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Quinby</td>
<td>Anthony Howard</td>
<td>6/2020</td>
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<tr>
<td></td>
<td></td>
<td>1476 E. Old Marion Hwy.</td>
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<tr>
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<td>Florence, SC 29506</td>
<td></td>
</tr>
<tr>
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<td>843.992.6251</td>
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</tr>
<tr>
<td></td>
<td>Location</td>
<td>Name</td>
<td>Address</td>
</tr>
<tr>
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<td>------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Pamplico</td>
<td>Thomas Benton</td>
<td>P O Box 576, Pamplico, SC 29583</td>
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<td>8</td>
<td>Scranton</td>
<td>Tommy Knotts</td>
<td>P O Box 935, Scranton, SC 29591</td>
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<td>9</td>
<td>Timmonsville</td>
<td>Fronnie Pettigrew</td>
<td>111 W. Smith St., Timmonsville, SC 29161</td>
</tr>
</tbody>
</table>
FLORENCE COUNTY BOARD OF ASSESSMENT APPEALS

AUTHORITY: Ordinance # 06-2003/04
APPOINTED BY: County Council

MEMBERSHIP ROSTER

Nine (9) Members: One from each Council district for a term of four years or until successors are appointed and qualified.

<table>
<thead>
<tr>
<th>Council District</th>
<th>APPOINTEE</th>
<th>TERM TO EXPIRE</th>
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<tbody>
<tr>
<td>1</td>
<td>Ted Walter</td>
<td>6/2017</td>
</tr>
<tr>
<td></td>
<td>520 Williams Street</td>
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</tr>
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<tr>
<td>2</td>
<td>A. C. Allen, Chair</td>
<td>6/2009</td>
</tr>
<tr>
<td></td>
<td>2431 Allen Road</td>
<td>669-9867</td>
</tr>
<tr>
<td></td>
<td>Effingham, SC 29541</td>
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<tr>
<td>3</td>
<td>Vacant</td>
<td>6/2017</td>
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<tr>
<td>4</td>
<td>Joseph &quot;Joey&quot; M. Brown, Jr.</td>
<td>6/2006</td>
</tr>
<tr>
<td></td>
<td>4219 Oak Grove Road</td>
<td>662-3367</td>
</tr>
<tr>
<td></td>
<td>Effingham, SC 29541</td>
<td></td>
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<tr>
<td>5</td>
<td>David S. Kelley</td>
<td>6/2006</td>
</tr>
<tr>
<td></td>
<td>1449 N. Jones Road</td>
<td>659-3133</td>
</tr>
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<tr>
<td>6</td>
<td>Stoney Moore</td>
<td>6/2014</td>
</tr>
<tr>
<td></td>
<td>4516 Justine Road</td>
<td>665-4839 - H</td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29506</td>
<td></td>
</tr>
</tbody>
</table>
7 C. B. Black, Jr.  
815 Fiesta Lane  843.662.5703  
Florence, SC 29506

8 Mrs. Susan Snow  
547 Fairway Drive  669-3235 - H  
Florence, SC 29501

9 Dwight Hyman  
1021 Mockingbird Circle  
Florence, SC 29501
# FLORENCE COUNTY BOARD OF ZONING APPEALS

**Authority:**
Ordinance #26-96/97  
Ordinance No 17-2007/08

**Appointed By:**
County Council

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.

<table>
<thead>
<tr>
<th>Council District</th>
<th>Appointee</th>
<th>Term to Expire</th>
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<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
<td>Bryant Hollowell</td>
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</tr>
<tr>
<td></td>
<td>7606 Francis Marion Road</td>
<td>992-0441</td>
</tr>
<tr>
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<td>Effingham, SC 29541</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bhomes12@gmail.com">bhomes12@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Mack Gettis</td>
<td>6/2015</td>
</tr>
<tr>
<td></td>
<td>316 E. Pocket Road</td>
<td>665-6953</td>
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<td><a href="mailto:mackgettis@yahoo.com">mackgettis@yahoo.com</a></td>
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<tr>
<td>4</td>
<td>Kenneth E. McAllister</td>
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<tr>
<td></td>
<td>1013 Sandspur Road</td>
<td>346-3693</td>
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<td><a href="mailto:kenemcallistr@yahoo.com">kenemcallistr@yahoo.com</a></td>
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<tr>
<td>5</td>
<td>Craig Floyd</td>
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<td><a href="mailto:cfloyd@fic-i.net">cfloyd@fic-i.net</a></td>
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<td>6</td>
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<td>Name</td>
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<tr>
<td>7</td>
<td>James Cooper, Jr.</td>
<td>1403 Reed Court</td>
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<td>Daniel Jackson</td>
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<tr>
<td></td>
<td></td>
<td><a href="mailto:Djack2790@aol.com">Djack2790@aol.com</a></td>
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</table>

**Board of Zoning Appeals**

04/20/17
AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Monthly Financial Reports Are Provided To Council For Fiscal Year 2017 Through March 31, 2017 As An Item For The Record.

ATTACHMENTS:
Copies of the monthly financial reports.
## FLORENCE COUNTY GOVERNMENT
### GENERAL FUND
### REVENUE & EXPENDITURE REPORT FY17
### 07/01/16 TO 03/31/17

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<th>REVENUES</th>
<th>BUDGETED REVENUE</th>
<th>YEAR-TO-DATE REVENUE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
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<td>35,232,790</td>
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<td>Licenses &amp; Permits</td>
<td>1,624,750</td>
<td>898,647</td>
<td>726,103</td>
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<td>Fines &amp; Fees</td>
<td>2,841,000</td>
<td>2,180,392</td>
<td>660,608</td>
<td>23.25%</td>
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<td>Intergovernmental</td>
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<td>3,539,124</td>
<td>2,676,459</td>
<td>43.06%</td>
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<td>Sales and Other Functional</td>
<td>6,187,100</td>
<td>4,932,192</td>
<td>1,254,908</td>
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<td>Miscellaneous</td>
<td>486,500</td>
<td>315,143</td>
<td>171,357</td>
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<td>Operating Transfers</td>
<td>(709,368)</td>
<td>-</td>
<td>(709,368)</td>
<td>100.00%</td>
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<td>Use of Fund Balance</td>
<td>-</td>
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<td><strong>TOTAL</strong></td>
<td>56,415,801</td>
<td>47,098,288</td>
<td>9,317,513</td>
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## FLORENCE COUNTY GOVERNMENT
### GENERAL FUND
### REVENUE & EXPENDITURE REPORT FY17
#### 07/01/16 TO 03/31/17

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<thead>
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<th>EXPENDITURES</th>
<th>BUDGETED EXPENDITURE</th>
<th>ACTUAL EXPENDITURE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
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<td>342,861</td>
<td>244,323</td>
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<td>10-411-402 Administrator</td>
<td>639,704</td>
<td>434,455</td>
<td>205,249</td>
<td>32.08%</td>
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<td>10-411-403 Clerk of Court</td>
<td>1,849,793</td>
<td>1,301,959</td>
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<td>10-411-404 Solicitor</td>
<td>1,116,131</td>
<td>782,829</td>
<td>333,302</td>
<td>29.86%</td>
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<td>10-411-405 Judge of Probate</td>
<td>596,749</td>
<td>454,464</td>
<td>142,289</td>
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</tr>
<tr>
<td>10-411-406 Public Defender</td>
<td>781,768</td>
<td>588,832</td>
<td>192,936</td>
<td>24.68%</td>
</tr>
<tr>
<td>10-411-407 Magistrates</td>
<td>2,360,597</td>
<td>1,676,600</td>
<td>683,997</td>
<td>28.98%</td>
</tr>
<tr>
<td>10-411-409 Legal Services</td>
<td>79,000</td>
<td>53,852</td>
<td>25,148</td>
<td>31.83%</td>
</tr>
<tr>
<td>10-411-410 Voter Registration &amp; Elections</td>
<td>658,679</td>
<td>575,012</td>
<td>83,667</td>
<td>12.70%</td>
</tr>
<tr>
<td>10-411-411 Finance</td>
<td>807,369</td>
<td>604,747</td>
<td>202,622</td>
<td>25.10%</td>
</tr>
<tr>
<td>10-411-412 Human Resources</td>
<td>401,029</td>
<td>305,817</td>
<td>95,212</td>
<td>23.74%</td>
</tr>
<tr>
<td>10-411-413 Procurement &amp; Vehicle Maintenance</td>
<td>883,792</td>
<td>720,373</td>
<td>163,419</td>
<td>18.49%</td>
</tr>
<tr>
<td>10-411-414 Administrative Services</td>
<td>398,830</td>
<td>268,378</td>
<td>130,452</td>
<td>32.71%</td>
</tr>
<tr>
<td>10-411-415 Treasurer</td>
<td>1,257,791</td>
<td>881,206</td>
<td>376,585</td>
<td>29.94%</td>
</tr>
<tr>
<td>10-411-416 Auditor</td>
<td>526,287</td>
<td>373,479</td>
<td>152,808</td>
<td>29.04%</td>
</tr>
<tr>
<td>10-411-417 Tax Assessor</td>
<td>1,351,063</td>
<td>966,288</td>
<td>384,775</td>
<td>28.48%</td>
</tr>
<tr>
<td>10-411-418 Planning and Building</td>
<td>2,090,371</td>
<td>1,578,027</td>
<td>512,344</td>
<td>24.51%</td>
</tr>
<tr>
<td>10-411-419 Complex</td>
<td>1,309,051</td>
<td>919,465</td>
<td>389,586</td>
<td>29.76%</td>
</tr>
<tr>
<td>10-411-420 Facilities Management</td>
<td>706,318</td>
<td>588,464</td>
<td>117,854</td>
<td>16.69%</td>
</tr>
<tr>
<td>10-411-427 Information Technology</td>
<td>2,235,606</td>
<td>1,457,232</td>
<td>778,374</td>
<td>34.82%</td>
</tr>
<tr>
<td>10-411-446 Veteran's Affairs</td>
<td>220,165</td>
<td>136,213</td>
<td>83,952</td>
<td>38.13%</td>
</tr>
<tr>
<td>10-411-480 Senior Citizen Centers</td>
<td>319,195</td>
<td>177,742</td>
<td>141,453</td>
<td>44.32%</td>
</tr>
<tr>
<td>10-411-482 Energy Savings Lease</td>
<td>583,666</td>
<td>562,857</td>
<td>20,809</td>
<td>3.57%</td>
</tr>
<tr>
<td>10-411-485 General Direct Assistance</td>
<td>293,077</td>
<td>200,759</td>
<td>92,318</td>
<td>31.50%</td>
</tr>
<tr>
<td>10-411-488 Contingency</td>
<td>389,900</td>
<td>311,113</td>
<td>78,787</td>
<td>20.21%</td>
</tr>
<tr>
<td>10-411-489 Employee Non-Departmental</td>
<td>526,572</td>
<td>599,911</td>
<td>(73,339)</td>
<td>-13.93%</td>
</tr>
<tr>
<td>10-421-421 Sheriff's Office</td>
<td>16,680,831</td>
<td>12,597,969</td>
<td>4,082,872</td>
<td>24.48%</td>
</tr>
<tr>
<td>10-421-422 Emergency Management</td>
<td>2,841,259</td>
<td>2,292,976</td>
<td>548,283</td>
<td>19.30%</td>
</tr>
<tr>
<td>10-451-423 EMS</td>
<td>6,269,877</td>
<td>4,049,993</td>
<td>2,219,884</td>
<td>35.41%</td>
</tr>
<tr>
<td>10-451-424 Rescue Squads</td>
<td>362,000</td>
<td>132,469</td>
<td>229,531</td>
<td>63.41%</td>
</tr>
<tr>
<td>10-451-425 Coroner</td>
<td>324,645</td>
<td>225,548</td>
<td>99,097</td>
<td>30.52%</td>
</tr>
<tr>
<td>10-451-429 On-Site Clinic</td>
<td>165,416</td>
<td>93,296</td>
<td>72,120</td>
<td>43.60%</td>
</tr>
<tr>
<td>10-451-441 Health Department</td>
<td>76,852</td>
<td>76,763</td>
<td>89</td>
<td>0.12%</td>
</tr>
<tr>
<td>10-451-442 Environmental Services</td>
<td>825,156</td>
<td>581,341</td>
<td>243,815</td>
<td>29.55%</td>
</tr>
<tr>
<td>10-451-485 Health Direct Assistance</td>
<td>14,502</td>
<td>3,826</td>
<td>10,677</td>
<td>75.00%</td>
</tr>
<tr>
<td>10-461-485 Welfare - MIAP &amp; DSS</td>
<td>409,814</td>
<td>349,940</td>
<td>59,874</td>
<td>14.61%</td>
</tr>
<tr>
<td>10-471-451 Recreation</td>
<td>1,834,299</td>
<td>1,599,551</td>
<td>234,748</td>
<td>12.80%</td>
</tr>
<tr>
<td>10-471-455 County Library</td>
<td>3,672,663</td>
<td>2,657,647</td>
<td>1,015,016</td>
<td>27.64%</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 56,207,193 41,427,758 14,779,435 26.29%

Percent of Fiscal Year Remaining = 25.00%
## FLORENCE COUNTY
### BUDGET REPORT - OTHER FUNDS
#### CURRENT PERIOD: 07/01/16 TO 03/31/17

<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>6,073,618</td>
<td>4,987,884</td>
<td>1,085,734</td>
<td>17.88%</td>
<td>6,073,618</td>
<td>5,561,718</td>
<td>511,900</td>
<td>8.43%</td>
</tr>
<tr>
<td>112 Economic Development Partnership Fund</td>
<td>461,179</td>
<td>333,936</td>
<td>127,243</td>
<td>27.59%</td>
<td>461,179</td>
<td>58,194</td>
<td>402,985</td>
<td>87.38%</td>
</tr>
<tr>
<td>123 Local Accommodations Tax Fund</td>
<td>2,878,143</td>
<td>1,462,036</td>
<td>1,416,107</td>
<td>49.20%</td>
<td>2,878,143</td>
<td>1,630,873</td>
<td>1,247,270</td>
<td>43.34%</td>
</tr>
<tr>
<td>124 Local Hospitality Tax Fund</td>
<td>1,425,288</td>
<td>1,120,370</td>
<td>304,918</td>
<td>21.39%</td>
<td>1,425,288</td>
<td>1,150,848</td>
<td>274,440</td>
<td>19.26%</td>
</tr>
<tr>
<td>131 District Utility Allocation Fund</td>
<td>566,000</td>
<td>98,956</td>
<td>467,044</td>
<td>82.52%</td>
<td>566,000</td>
<td>566,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>132 District Infrastructure Allocation Fund</td>
<td>1,134,000</td>
<td>235,644</td>
<td>898,356</td>
<td>79.22%</td>
<td>1,134,000</td>
<td>684,000</td>
<td>450,000</td>
<td>39.68%</td>
</tr>
<tr>
<td>151 Law Library Fund</td>
<td>34,681</td>
<td>34,619</td>
<td>62</td>
<td>0.18%</td>
<td>34,681</td>
<td>23,698</td>
<td>10,983</td>
<td>31.67%</td>
</tr>
<tr>
<td>153 Road System Maintenance Fee Fund</td>
<td>3,827,749</td>
<td>2,253,280</td>
<td>1,574,469</td>
<td>41.13%</td>
<td>3,827,749</td>
<td>2,246,616</td>
<td>1,581,133</td>
<td>41.31%</td>
</tr>
<tr>
<td>154 Victim/Witness Assistance Fund</td>
<td>202,180</td>
<td>149,641</td>
<td>52,539</td>
<td>25.99%</td>
<td>202,180</td>
<td>169,296</td>
<td>32,884</td>
<td>16.26%</td>
</tr>
<tr>
<td>421 Landfill Fund</td>
<td>4,027,567</td>
<td>2,821,266</td>
<td>1,206,301</td>
<td>29.95%</td>
<td>4,027,567</td>
<td>3,360,739</td>
<td>666,828</td>
<td>16.56%</td>
</tr>
<tr>
<td>431 E911 System Fund</td>
<td>2,570,910</td>
<td>1,282,729</td>
<td>1,288,181</td>
<td>50.11%</td>
<td>2,570,910</td>
<td>412,136</td>
<td>2,158,774</td>
<td>83.97%</td>
</tr>
</tbody>
</table>

**TOTALS:** 23,201,315 | 14,780,362 | 8,420,953 | 36.30% | 23,201,315 | 15,864,118 | 7,337,197 | 31.62%

**Percent of Fiscal Year Remaining:** 25.00%

---

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned

(See separate attachment for additional details.)

$156,326,982
### Florence County Council

**District Allocation Balances**

**Beginning Balances as of 3/31/17**

<table>
<thead>
<tr>
<th>Council District #</th>
<th>Type of Allocation</th>
<th>Beginning Budget FY16</th>
<th>Commitments &amp; Current Year Expenditures</th>
<th>Current Available Balances</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Infrastructure</td>
<td>81,348</td>
<td>17,557</td>
<td>63,791</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>212,033</td>
<td>212,033</td>
<td>212,033</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>103,638</td>
<td>43,250</td>
<td>60,388</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>326</td>
<td>19,475</td>
</tr>
<tr>
<td>2</td>
<td>Infrastructure</td>
<td>6,258</td>
<td>(15,642)</td>
<td>21,900</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>236,937</td>
<td>63,180</td>
<td>173,757</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>7,156</td>
<td>4,552</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>50,430</td>
<td>34,957</td>
<td>15,473</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>94,279</td>
<td>43,655</td>
<td>50,624</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>112,742</td>
<td>44,829</td>
<td>67,913</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>326,230</td>
<td>3,000</td>
<td>323,230</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>63,634</td>
<td>20,990</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>50,283</td>
<td>50,283</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>187,497</td>
<td>28,450</td>
<td>159,047</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>6,619</td>
<td>21,661</td>
<td>(15,042)</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>6</td>
<td>Infrastructure</td>
<td>199,859</td>
<td>15,929</td>
<td>183,930</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>134,237</td>
<td>-</td>
<td>134,237</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>14,459</td>
<td>-</td>
<td>14,459</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>7</td>
<td>Infrastructure</td>
<td>77,390</td>
<td>31,097</td>
<td>46,293</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>67,947</td>
<td>750</td>
<td>67,197</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>33,642</td>
<td>-</td>
<td>33,642</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>8</td>
<td>Infrastructure</td>
<td>32,312</td>
<td>31,663</td>
<td>649</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>108,154</td>
<td>108,154</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>17,300</td>
<td>3,501</td>
<td>13,799</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>9</td>
<td>Infrastructure</td>
<td>53,985</td>
<td>22,570</td>
<td>31,415</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>70,391</td>
<td>54,400</td>
<td>15,991</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>17,300</td>
<td>3,501</td>
<td>13,799</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
</tbody>
</table>

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 March 31, 2017

<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>
</tr>
<tr>
<td>US 378 Widening</td>
<td>$138,751,620.00</td>
<td>$5,874,523.31</td>
<td>$10,444,660.25</td>
<td>$20,299,183.56</td>
<td>$22,534,191.87</td>
<td>$9,107,429.13</td>
<td>71.22%</td>
</tr>
<tr>
<td>US 76 Widening</td>
<td>$31,641,621.00</td>
<td>$3,165,291.05</td>
<td>$2,663,830.23</td>
<td>$6,829,121.28</td>
<td>$25,836,084.84</td>
<td>$8,683,205.16</td>
<td>74.85%</td>
</tr>
<tr>
<td>TV Road Widening</td>
<td>$34,519,290.00</td>
<td>$2,348,282.27</td>
<td>$2,645,422.35</td>
<td>$5,993,704.62</td>
<td>$31,160,941.81</td>
<td>$120,372,875.19</td>
<td>20.56%</td>
</tr>
<tr>
<td>SC 51 Widening</td>
<td>$151,533,817.00</td>
<td>$3,901,968.12</td>
<td>$9,498,399.13</td>
<td>$17,760,574.56</td>
<td>$27,634,191.87</td>
<td>$71,436,270.20</td>
<td>2.76%</td>
</tr>
<tr>
<td>US 301 Bypass Extension</td>
<td>$73,464,146.00</td>
<td>$2,005,700.66</td>
<td>$3,478.14</td>
<td>$2,027,875.80</td>
<td>$73,464,146.00</td>
<td>$2,027,875.80</td>
<td>2.76%</td>
</tr>
<tr>
<td></td>
<td>$447,587,262.00</td>
<td>$18,006,062.50</td>
<td>$26,480,777.90</td>
<td>$128,895,043.21</td>
<td>$173,381,883.61</td>
<td>$274,205,378.39</td>
<td>38.74%</td>
</tr>
</tbody>
</table>

<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>$3,297,871.15</td>
<td>105.63%</td>
</tr>
<tr>
<td>Sales Tax Interest Earnings</td>
<td>$-</td>
<td>$11,624,853.61</td>
<td>$-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Earned State SIB Fund Match</td>
<td>$250,000,000.00</td>
<td>$250,000,000.00</td>
<td>$-</td>
<td>100.00%</td>
</tr>
<tr>
<td></td>
<td>$398,000,000.00</td>
<td>$406,326,982.46</td>
<td>$3,297,871.15</td>
<td>102.09%</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 March 31, 2017

Bond proceeds $124,840,280.25
Interest earnings through March 31, 2017 $1,635,193.25
Ballfield lighting lease proceeds $500,000.00
Local contributions $80,889.40

Total available $127,056,362.90

Bond proceeds expended through 03/31/17* $74,266,234.86
Local contributions expended through 03/31/17 $75,637.27
Ballfield lighting lease proceeds expended through 03/31/17 $500,000.00
Outstanding purchase orders as of 03/31/17* $13,223,710.75

Total expended/committed $88,065,582.88

Total remaining $38,990,780.02

* See detail report for expenditures and purchase orders by project
## Capital Project Sales Tax #2
### Detail Expenditures

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<tr>
<th>Project #</th>
<th>Type</th>
<th>District Entity</th>
<th>Project Description</th>
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<td>Lynches River Park Shade Structures</td>
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<td>Lake City Community Park Road Paving</td>
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<td>Improvements to Main Hospital</td>
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<td>Drainage</td>
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<td>Division Totals</td>
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<td>O/S Purchase Orders</td>
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<td>W. O'Shay Rd.</td>
<td>N. Matthews Rd. to Frierson Rd.</td>
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<td>Frierson Rd. to last house</td>
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<td>Prierson Rd.</td>
<td>W. Camp Branch Rd. to W. O'Shay Rd.</td>
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<td>Zola Rd.</td>
<td>McCutcheon Rd. to Hame Rd.</td>
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<td>Dory Rd. to Creek Rd.</td>
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<td>Rodman Rd.</td>
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<td>Barr St.</td>
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<td>Old Farm Rd.</td>
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<td>Thomas St.</td>
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<td>Major Rd.</td>
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<td>Sluicum Ln.</td>
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<td>Bane Ln.</td>
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<td>Taler Rd.</td>
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<td>N. Pecan Rd.</td>
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<td>W. Cole Rd.</td>
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<td>U/C Manned Conv. Services Area on Lake City Landfill Rd.</td>
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<td>Parking and Roads at Lake City Sports Complex</td>
<td>S. Blanding St. to Graham Rd.</td>
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<td>N. McQueen St.</td>
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<td>Sidewalks on Irby St.</td>
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<td>Wilson Road to Sam Harrell Rd.</td>
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<td>Sidewalks on Dargan St.</td>
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<td>Mango Ln.</td>
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<td>Milestone Rd.</td>
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<td>Hughes Cir (off TV Rd.)</td>
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<td>W. Black Creek Rd.</td>
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<td>Springdale and Villa Arno Subdivisions</td>
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<td>Kelly Farms and Parkland Subdivisions</td>
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<td>Kelly Farms Rd.</td>
<td>$ 24,380.55</td>
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<td>Preaoken Ln.</td>
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<td>W. Belmont Cir.</td>
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<td>Cottonwood Dr.</td>
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<td>Deerwood Place</td>
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<td>Wethersfield Dr.</td>
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<td>Declaration Dr.</td>
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<td>Independence Ave.</td>
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<td>Indigo Place</td>
<td>$ 7,817.73</td>
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<td>Entity</td>
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<td>Approved Funds</td>
<td>Division Totals</td>
<td>Expended as of 3/31/2017</td>
<td>O/S Purchase Orders</td>
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<td>428</td>
<td>0/S Purchase Orders</td>
<td>Forest Lake And Forest Lake West Subdivisions</td>
<td>428 — Brock Cir.</td>
<td>429 Ginny Cl.</td>
<td>430 Julie Ln.</td>
<td>431 Golf Cir.</td>
<td>432 Lunn Dr.</td>
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<td>440 Ashwood Ln.</td>
<td>441 Aspen St.</td>
<td>442 Dunwoody Rd.</td>
<td>443 Evergreen Rd.</td>
<td>444 Periwinkle Ln.</td>
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<td>445</td>
<td>0/S Purchase Orders</td>
<td>Farmwood and Ferndale Subdivisions</td>
<td>445 Farmwood Dr.</td>
<td>446 Heather Dr.</td>
<td>447 Patrick Dr.</td>
<td>448 Boone Cir.</td>
<td>449 Corbett Place</td>
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<td>450</td>
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<td>450 Bristol St.</td>
<td>451 Charters Dr.</td>
<td>452 Claymount Ct.</td>
<td>453 Grevenhurst Ct.</td>
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<td>455</td>
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<td>455 Fairhaven Rd.</td>
<td>456 Magna Carta Rd.</td>
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<td>Arrowhead Place</td>
<td>456 Arrowhead Cir.</td>
<td>457 Arrowwood Dr.</td>
<td>458 Falcon Way</td>
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<td>Chadwick Dr.</td>
<td>457 Britainia St.</td>
<td>458 Chadwick Dr.</td>
<td>459 Knights Bridge Rd.</td>
<td>460 Lambly Way</td>
<td>461 Wetherby Ln.</td>
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<td>458</td>
<td>0/S Purchase Orders</td>
<td>Traffic Signals</td>
<td>458 Stratton Dr.</td>
<td>459 Pelican Ln.</td>
<td>460 W. Eagle St.</td>
<td>461 Thunderbird Dr.</td>
<td>462 Whitehall Cir.</td>
<td>463 S. Peninsula Rd.</td>
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<tr>
<td>473</td>
<td>0/S Purchase Orders</td>
<td>Traffic Signals</td>
<td>473 Traffic Signals Botany and Jefferson on W. Palmetto</td>
<td>474 Traffic Signals Third Loop Rd. and McCown Dr.</td>
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</table>
AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Provide Underground Electrical Services To The Lake City Park Shelter/Restroom Facility Located At 273 N. Church Street.

POINTS TO CONSIDER:

The easement is needed in order to provide electricity to the new restroom/shelter and other future amenities at the Lake City Park located at 273 N. Church Street.

OPTIONS:

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

ATTACHMENT:

Copy of Easement.
THIS EASEMENT ("Easement") is made this _______________ day of ___________________, 20___ ("Effective Date"), from FLORENCE COUNTY, a public body, ("GRANTOR," whether one or more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); its successors, licensees, and assigns.

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in School District No. 1, of said County and State, described as follows: third tract containing 17.36 acres, more or less, and being the land described in a deed from Maib Diverse Properties, LLC, to Florence County, dated January 20, 2014, recorded in Deed Book B-512 Page 1071, in the Office of the Clerk of Court for Florence County (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Exchange Carriers. The center line of the Facilities shall be the center line of the Easement Area.

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

It is understood and agreed that the easement area herein granted shall be approximately located as shown on the sketch attached hereto as Exhibit A and recorded herewith.
TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

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

FLORENCE COUNTY

By: ________________________________

BY: K.G. Rusty Smith
Its: Administrator

Witnesses:

______________________________

______________________________

ATTEST:

______________________________

______________________________ Clerk

(Affix Official Seal)

SOUTH CAROLINA, _______________ COUNTY

I, ____________________________, a Notary Public of _______________ County, South Carolina, certify that ____________________________ personally appeared before me this day and made oath that he(she) saw the within named FLORENCE COUNTY, by ____________________________, its ____________________________, Administrator, sign the foregoing EASEMENT, ____________________________, its ____________________________ Clerk to the Council, attest the same, and said COUNTY, by said officials, seal said EASEMENT as its act and deed, deliver the same, and that the subscribing witnesses are not a party to or a beneficiary of the transaction, and that he(she) with ____________________________ witnessed the execution thereof.

Sworn to before me, this __________ day
of __________________________, 20____.

__________________________________ Witness Signature

__________________________________ Notary Public

__________________________________ Print Name of Notary

My commission expires: ______________________
AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Authorize the County Administrator to execute an easement to Level 3 Communications, LLC to install fiber optic cable underground along Florence County Museum Property in order to provide service to Haynsworth, Sinkler, Boyd PA located at 135 S. Dargan Street.

POINTS TO CONSIDER:
1) The 10 foot easement is needed in order to provide telecommunication service to Haynsworth, Sinkler, Boyd, PA located at 135 South Dargan Street. The fiber optic cable will be installed by directional boring under the existing sidewalk running behind the buildings located on Evans Street.
2) Council’s granting of the easement will not affect the operations of the Museum.
3) Level 3 Communications, LLC will be required to relocate the fiber optic cable if it interferes with future development of the property.

OPTIONS:
1) (Recommended) Approve as presented.
2) Provide an Alternate Directive.

ATTACHMENT:
Copy of Easement.
THIS EASEMENT made this __________ day of ______________, 2017, from FLORENCE COUNTY, hereinafter referred to as GRANTOR to LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company, whose address is 1025 Eldorado Blvd., Bloomfield, Colorado, 80021, hereinafter referred to as GRANTEE:

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of FIVE DOLLARS ($5.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto LEVEL 3 COMMUNICATIONS, LLC, the right, privilege, and non-exclusive easement for the purpose of installing fiber optic cable ten (10) feet in width, commencing at a point at the southwest corner of the property by the driveway on E. Cheves Street and extending approximately two hundred seventy-nine (279) feet in a northerly direction as indicated in Exhibit A. This being located on real property of Grantor identified as TMP# 90168-02-039 in the office of Florence County Tax Assessor. The purpose of said easement is to provide access of Grantee for purposes of installation of fiber optic and with the right to do all things necessary, (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; and (b) to keep said easement area clear of obstructions. Any areas trenched or disturbed during construction will be returned to their existing condition. The fiber optic cables must be relocated at the Grantee’s expense if it conflicts with future development of the Grantor’s property.

TO HAVE AND TO HOLD said rights, privilege, and easement unto LEVEL 3 COMMUNICATIONS, LLC, for a period of forty-nine (49) years. IN WITNESS THEREOF, GRANTOR has caused this EASEMENT to be signed by its duly authorized officials and its official seal to be hereunto affixed, as of the date first written above.
Signed, Sealed and Delivered
In The Presence of:

FLORENCE COUNTY, SOUTH CAROLINA, a Body Politic

By: ______________________

Its: ______________________

STATE OF SOUTH CAROLINA )
 ) PROBATE
COUNTY OF FLORENCE )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FLORENCE COUNTY, Body Politic by ______________________, its ______________________, sign, seal and, as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that (s)he with the below signed Notary Public witnessed the execution thereof.

SWORN to before me this ______
day of ____________, 2017.

____________________ (SEAL)
Notary Public for South Carolina
My Commission Expires: ____________
CONSTRUCTION NOTES

MATCH TO SHEET 6
AGENDA ITEM: Reports to Council
RFP Award

DEPARTMENT: Emergency Management Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award RFP No. 21-16/17, For An Audio Visual System For The New EOC/911 Center To Communication Management, Inc. (CMI) of Columbia, SC In The Amount Of $57,363.75 From Capital Project Sales Tax II Funds And Authorize The County Administrator To Execute A Contract Pending County Attorney Review And Approval.

POINTS TO CONSIDER:
1) RFP No. 21-16/17 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on March 28, 2017. A pre-solicitation meeting was held on April 10, 2017. Three (3) proposals were received on April 13, 2017.
2) A selection committee evaluated the proposals and Communication Management, Inc. was selected as the highest ranking responding firm.
3) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.

FUNDING FACTORS:
$57,363.75 = Total cost to be by Capital Project Sales Tax II funding.

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

ATTACHMENTS:
Final Evaluation Ranking.
Florence County, SC  
Request for Proposal No. 21-16/17  
Audio Visual System for EOC/911 Call Center

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<th>Points</th>
<th>Company</th>
<th>Ranking</th>
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<td>83.1</td>
<td>Communication Management, Inc.</td>
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<td>62.3</td>
<td>Advance Video Group</td>
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<td>50.3</td>
<td>CodeLynx</td>
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AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:
Declaration Of Two (2) Trucks 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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<tr>
<th>UNIT</th>
<th>MAKE</th>
<th>MODEL</th>
<th>YEAR</th>
<th>MILEAGE</th>
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<td>F-150 PK</td>
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AGENDA ITEM: Report to Council

DEPARTMENT: Sheriff’s Office

ISSUE UNDER CONSIDERATION:

Authorize The Budget Neutral Voluntary Demotion Of Two Correctional Officer Positions To Two Security Officer Positions To Be Funded From FY17 Budgeted Funds.

POINTS TO CONSIDER

1. Sections 8.2A and 9.6B of the Personnel Policy Manual (PPM) require Council authorization for an employee to keep their current salary when requesting a voluntary demotion.
2. This is related to the transition of responsibility for Complex Security from the City of Florence to Florence County.
3. There is funding available within the Sheriff’s Office and Detention Center personnel budgets so that additional funding is not required.
4. These two employees will be transferring from slot numbers 200-069 and 200-100 to slot numbers 110-144 and 110-145 on 5/16/17.

FUNDING FACTORS:

1. Above costs will be funded in personnel line items within the General Fund in Department 010-421-421-110.
2. The request is budget neutral for current and future fiscal years.

OPTIONS:

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

ATTACHMENTS:

None.
AGENDA ITEM: Report to Council

DEPARTMENT: Sheriff’s Office

ISSUE UNDER CONSIDERATION:

Authorize The Transfer Of Hire Dates From The City Of Florence to Florence County For Three Employees Who Will Become County Complex Security Officers And Allow For The Transfer Of Leave Accruals Within The Florence County Personnel Policy.

POINTS TO CONSIDER

1. Building Security for the County Complex has transitioned from the City of Florence to the Florence County Sheriff’s Office. The Sheriff is requesting that these three employees’ hire dates from the City of Florence be transferred to become their anniversary date with Florence County and also their leave accrual date with Florence County.
2. FCSO will assume the expense of any vacation payouts.
3. Allow the transfer of leave within Florence County Personnel Policy limits.

FUNDING FACTORS:

1. Above costs will be funded in personnel line items within the General Fund in Department 010-421-421-110.
2. The request is budget neutral for current and future fiscal years.

OPTIONS:

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

ATTACHMENTS:

1. Spreadsheet City of Florence employee hire dates and leave balances.
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<th>Name</th>
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<th>General Leave Accrual</th>
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AGENDA ITEM: Other Business
Council District #7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to $19,740.00 from Council District #7 funding allocations to pay for re-rocking Back swamp Road with MBC stone.

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 Councilman Waymon Mumford

Date: 05/10/17

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
Council District #4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approval of the expenditure of up to $3,200.00 from Council District #4 funding allocations to pay for crushed asphalt (4 loads) for Sardis Timmonsville Fire Department #3.

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: Mitchell Kirby

Date: 04-28-17

ATTTACHMENTS:

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
Utility Project
Council Districts 1 and 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Expenditure Of Up To $3,800 From Council Districts 1 and 5 Utility Funding Allocations ($1,900 From Each District) To Assist With The Anderson Bridge Road Water Line Connector Project.

FUNDING SOURCE:

Infrastructural
Road System Maintenance
Utility

Requested by Councilmembers:

SIGNED: verbally approved—signature pending
Jason M. Springs
verbally approved—signature pending
Kent C. Caudle

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
AGENDA ITEM: Other Business  
Council District #1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approval of the expenditure of up to $4,000.00 from Council District #1 funding allocations to pay for MBC stone to be put on Shantay Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

Infrastructure
Road System Maintenance
Utility

SIGNED: verbally approved - signature pending.  
Requested by Councilman Jason Springs

Date: _______________________  

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council