AGENDA with Additions
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, FEBRUARY 15, 2018
9:00 A. M.

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

II. INVOCATION: WAYMON MUMFORD, SECRETARY/CHAPLAIN

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

IV. WELCOME: KENT C. CAUDLE, CHAIRMAN

V. MINUTES:
   A. MINUTES OF THE JANUARY 18, 2018 REGULAR MEETING
      Council Is Requested To Approve The Minutes Of The January 18, 2018 Regular Meeting Of County Council.

   B. MINUTES OF THE JANUARY 25, 2018 SPECIAL CALLED MEETING
      Council Is Requested To Approve The Minutes Of The January 25, 2018 Special Called Meeting Of County Council.
VI. PUBLIC HEARINGS:
Council will hold public hearing on the following:

ORDINANCE NO. 22-2017/18
An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Evergreen To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Provision Of Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.

VII. APPEARANCES:
A. CECILIA L. MEGGS, EX. DIRECTOR – LIGHTHOUSE MINISTRIES
Ms. Meggs Requests To Appear Before Council To Request Assistance Of Up To $24,000 With A Nonrecurring Capital Project To Retire The Mortgage For The Lighthouse Ministries’ New Building Located At 1416 W. Evans Street, Florence.

B. ASHLEY CHRISTENBURY – JUNIOR LEADERSHIP FLORENCE (Addition)

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:
At The Time Of Publication Of The Agenda, No Resolutions Were Presented For Consideration.

X. ORDINANCES IN POSITION:
A. THIRD READING

1. ORDINANCE NO. 02-2017/18 (Third Reading Deferral) [26]
An Ordinance To Convey Approximately .04 Acres Of Property Located At 153 E. Main Street, A Portion Of TMP# 80028-02-001 To City Of Lake City In Order To Make Street Improvements At The Intersection Of E. Main Street And S. Church Street Contingent Upon Relocation Of The Rotary Clock At Said Intersection By The City Of Lake City To A Location Determined By Florence County.

2. ORDINANCE NO. 16-2017/18 (Third Reading Deferral) [29]
An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of Fee-In-Lieu Of Ad Valorem Taxes Agreements By And Between Florence County, South Carolina And Certain Companies As Sponsor And Sponsor Affiliate, Respectively, Identified Collectively For The Time Being As Project Fig, To Provide For Fee-In-Lieu Of Ad Valorem Taxes Incentives And Certain Special Source Revenue Credits; And Other Related Matters.
3. **ORDINANCE NO. 17-2017/18**
An Ordinance To Convey All Of Florence County’s Right, Title And Interest By Quit Claim Deed In A Portion Of A Road Labeled As Florence Avenue Between What Was Labeled As Chapman Drive And What Was Labeled As Marion Street And Not Constructed; And That Portion Of What Was Labeled Chapman Drive Between Georgetown Highway (SC 41/51) And What Was Labeled As Marion Street And Not Constructed In Or Near The Township Of Johnsonville And Both Shown On Plat Book L, Page 102 Recorded In The Clerk Of Court’s Office.

4. **ORDINANCE NO. 18-2017/18**
An Ordinance To Rezone Property Owned By Leacon, Inc. Located On Second Loop Road And South Thomas Road, Florence, SC As Shown On Florence County Tax Map No. 90019, Block 01, Parcels 003, 023 And 024; Consisting Of Approximately 1.535 Acres From Unzoned District (UZ) To Planned Development District (PD); And Other Matters Related Thereto.
*(Planning Commission Approved 7 – 0)(Council District 9)*

5. **ORDINANCE NO. 19-2017/18**
An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Railroad” David C. Poole Company, Inc. (The “Company”) And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related Thereto.

6. **ORDINANCE NO. 21-2017/18**
An Ordinance To Convey Approximately 0.638 Acres Of Real Property Identified As A Portion Of Tax Map Parcel # 00019-04-065 To The City Of Florence For The Construction Of A New Well For The Timmonsville Water System For The Sum Of One Thousand Eight Hundred Dollars ($1,800.00) And As Indicated On A Survey Prepared For The City Of Florence By AECOM Dated July 19, 2017.
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, 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.

2. **ORDINANCE NO. 22-2017/18 (Public Hearing)**
   An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Evergreen To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Provision Of Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.

C. INTRODUCTION

1. **ORDINANCE NO. 23-2017/18**
   An Ordinance To Rezone Property Owned By Dion Cooper And Annie Goodrum Located On 419 Green Haven Avenue, Lake City, SC, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 008; Consisting Of Approximately 0.178 Acres From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto.
   *(Planning Commission Approved 6 – 0)(Council District 1)*
2. **ORDINANCE NO. 24-2017/18**
An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

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

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

A. **CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS**

B. **FLORENCE COUNTY MUSEUM BOARD**

1. **DISTRICT 7**
Council Is Requested To Approve The Appointment Of Mary Gregg To Serve On The Florence County Museum Board Representing Council District 7, With Appropriate Expiration Term.

2. **DISTRICT 9**
C. **POLICY COMMISSION ON RECREATION**

D. **SENIOR CENTER COMMISSION**
   Council Is Requested To Approve The Re-Appointment Of Mary Baker To Serve On The Senior Center Commission Representing Council District 6, With Appropriate Expiration Term.

XII. **REPORTS TO COUNCIL:**

A. **ADMINISTRATION**
   **MONTHLY FINANCIAL REPORTS**
   Monthly Financial Reports Are Provided To Council For Fiscal Year 2018 Through December 31, 2017 As An Item For The Record.

B. **MUSEUM**
   **CSS PEE DEE GUNS MOUNT FABRICATION**
   Approve An Amount Not To Exceed $75,000.00 From Local Hospitality Tax Fund Fund Balance For The Fabrication Of The Required Mounts And Site Work Required To Display The CSS Pee Dee Guns That Were Recovered From The Pee Dee Gunboat.

C. **PROCUREMENT/PUBLIC WORKS**

   1. **AWARD BID NO. 16-17/18**
      Award Bid No. 16-17/18 For 6” MBC Stone For District 2 Roads (Phase II) To Green Dream International, LLC Of Alexandria, VA In The Amount Of $410,661.60 To Be Funded From The Capital Project Sales Tax II Funds. *(6 Compliant Bids Received)*
2. **AWARD BID NO. 17-17/18**
Award Bid No. 17-17/18 For 6” MBC Stone For District 6 Roads To Green Dream International, LLC Of Alexandria, VA In The Amount Of $283,038.75 To Be Funded From The Capital Project Sales Tax II Funds. *(7 Compliant Bids Received)*

3. **AWARD BID NO. 18-17/18**
Award Bid No. 18-17/18 For 6” MBC Stone For District 2 Roads (Phase III) To Kirven Construction, Inc. Of Darlington, SC In The Amount Of $307,017.00 To Be Funded From The Capital Project Sales Tax II Funds. *(7 Compliant Bids Received)*

D. **ADMINISTRATION/FINANCE/FACILITIES** *(Addition)*

**PURCHASE OF A WORK VAN**
Authorize The Purchase Of A 2017 Chevrolet Express Van From Love Chevrolet For The Facilities Department In The Amount Of Approximately $28,137 From The Complex Capital Project Fund, To Replace An Existing Pickup Truck That Is Operationally Inefficient.

XIII. **OTHER BUSINESS:**

**INFRASTRUCTURE**

1. **FRANCIS MARION RECREATION ATHLETIC COMPLEX**
Approve The Expenditure In An Amount Up To $3,000 From Council Districts 3, 6, & 7 Infrastructure Funding Allocation ($1,000 From Each District) To Replace Two Portable Pitching Mounds And One Batting Cage Net At Francis Marion Recreation Park.

2. **GREENWOOD ATHLETIC COMPLEX**
Approve The Expenditure In An Amount Up To $5,000 From Council District 5 Infrastructure Funding Allocation To Replace Two Roll-Up Doors At The Canteen Located At The Greenwood Athletic Complex.
XIV. **EXECUTIVE SESSION:**

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

- A Real Estate Matter

XV. **INACTIVE AGENDA**

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the January 18, 2018 regular meeting of County Council.

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

ATTACHMENTS:
Copy of proposed Minutes.
REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, JANUARY 18, 2018, 9:00 A.M., COUNTY COMPLEX,
COUNCIL CHAMBERS, ROOM 803, 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
Jason M. Springs, Council Member
H. Steven DeBerry, IV, Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:
Clerk of Court Doris P. O’Hara
Chief Deputy Glen Kirby
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Dusty Owens, Emergency Management Department Director
Ryon Watkins, EMS Director
Ronnie Pridgen, Parks & Recreation Department Director
Andrew R. Stout, Museum Director
Shawn Brashear, Planning Director
Patrick Fletcher, Procurement Director
Anita D. Taylor, Human Resources Director
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Kiahnna Patterson, TV13 News Reporter
Joshua Lloyd, Morning News Staffwriter

A notice of the regular meeting of the Florence County Council appeared in the January 17, 2018 edition of the MORNING NEWS. In compliance with the Freedom of Information Act, copies of the meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County’s website (www.florenceco.org).
Chairman Caudle called the meeting to order. Secretary/Chaplain Mumford provided the invocation and Vice Chairman Dorriety led the Pledge of Allegiance to the American Flag. Chairman Caudle welcomed everyone attending the meeting. Chairman Caudle stated he wanted to recognize a couple of special attendees. He recognized House of Representatives Member Jay Jordan who was in attendance and the newly hired Human Resources Director Anita Taylor.

**ELECTION OF OFFICERS FOR 2018**

Chairman Caudle turned the gavel over to County Attorney Malloy McEachin to preside over the Election of Officers for 2018. Mr. McEachin opened the floor for nominations for Chairman. Councilman Dorriety nominated Kent C. Caudle to serve as Chairman for 2018. There being no other nominations, Mr. McEachin closed the nominations. Kent C. Caudle was unanimously elected as Chairman of County Council for 2018.

Mr. McEachin opened the floor for nominations for Vice Chairman for 2018. Councilman Poston nominated Willard Dorriety, Jr. to serve as Vice Chairman for 2018. Councilman Kirby seconded the motion, which was approved unanimously.

Mr. McEachin opened the floor for nominations for Secretary-Chaplain for 2018. Councilman Bradley nominated Waymon Mumford as Secretary-Chaplain for 2018. Councilman Dorriety seconded the motion, which was approved unanimously.

Election of officers being concluded, Mr. McEachin returned the gavel to the Chairman to conduct the meeting. Chairman Caudle stated it was an honor for him to serve the citizens of Florence County and he was honored to serve as Chairman for another year.

**APPROVAL OF MINUTES:**

Councilman Mumford made a motion Council Approve The Minutes Of The December 14, 2017 Regular Meeting Of County Council And The January 11, 2018 Special Called Meeting Of County Council. Councilman Kirby seconded the motion, which was approved unanimously.

**PUBLIC HEARINGS:**

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

**ORDINANCE NO. 19-2017/18**

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As "Project Railroad" (The "Company") And Florence County, South Carolina (The "County") To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related Thereto.
ORDINANCE NO. 20-2017/18
An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Five Million Two Hundred Thousand Dollar ($5,200,000) General Obligation Bonds In One Or More Series Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto.

ORDINANCE NO. 21-2017/18
An Ordinance To Convey Approximately 0.58 Acres Of Real Property Identified As A Portion Of Tax Map Parcel # 00019-04-065 To The City Of Florence For The Construction Of A New Well For The Timmonsville Water System For The Sum Of One Thousand Eight Hundred Dollars ($1,800.00) And As Indicated On A Survey Prepared For The City Of Florence By AECOM Dated July 19, 2017.

APPEARANCES:
There Were No Appearances Before Council.

COMMITTEE REPORTS:
There Were No Committee Reports. The Chairman asked Parks & Recreation Director Ronnie Pridgen to present information on an upcoming event. Mr. Pridgen announced that on January 23rd the department would host its Annual Volunteer Appreciation Dinner at the Lynches River County Park.

RESOLUTIONS/PROCLAMATIONS:
No Resolutions Or Proclamations Were Presented.

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

ORDINANCES IN POSITION:
ORDINANCE NO. 02-2017/18 – THIRD READING DEFERRED
The Chairman stated third reading of Ordinance No. 02-2017/18 would be deferred: An Ordinance To Convey Approximately .04 Acres Of Property Located At 153 E. Main Street, A Portion Of TMP# 80028-02-001 To City Of Lake City In Order To Make Street Improvements At The Intersection Of E. Main Street And S. Church Street Contingent Upon Relocation Of The Rotary Clock At Said Intersection By The City Of Lake City To A Location Determined By Florence County.
ORDINANCE NO. 15-2017/18 — THIRD READING
The Clerk published the title of Ordinance No. 15-2017/18: An Ordinance To Rezone Property Owned By Jack Green Located On 1680 W. Darlington Street, Florence, As Shown On Florence County Tax Map No. 90034, Block 02, Parcel 019; Consisting Of Approximately 2.06 Acres From General Commercial District (B-3) To Industrial District (B-6); And Other Matters Related Thereto. There being no motion voiced, Chairman Caudle stated the Ordinance was denied.

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

ORDINANCE NO. 17-2017/18 — THIRD READING
The Clerk published the title of Ordinance No. 17-2017/18: An Ordinance To Convey All Of Florence County’s Right, Title And Interest By Quit Claim Deed In A Portion Of A Road Labeled As Florence Avenue Between What Was Labeled As Chapman Drive And What Was Labeled As Marion Street And Not Constructed; And That Portion Of What Was Labeled Chapman Drive Between Georgetown Highway (SC 41/51) And What Was Labeled As Marion Street And Not Constructed In Or Near The Township Of Johnsonville And Both Shown On Plat Book L, Page 102 Recorded In The Clerk Of Court’s Office. Councilman Poston made a motion Council approve Third Reading of the Ordinance. Councilman DeBerry seconded the motion. Councilman Poston stated County Administrator K. G. Rusty Smith, Jr. had some questions he would like to have answered on this issue prior to proceeding. Mr. Smith stated this Ordinance had been sort of ‘fast-tracked’ and citizens had expressed some legitimate concerns that needed to be addressed. Present at the meeting were Johnsonville City Administrator Jim Smith and representatives of the developer for the project. Tony Storino with Trust Mark Construction Corporation and Donna Bruce, General Manager with Guardian Asset Management (the company overseeing the management of the property) were present to address concerns, as well as the land surveyor.

In response to a question by Chairman Caudle, Mr. Storino responded that the project was tax credit affordable housing and provided Council with an overview of the project. The project consisted of four two-story buildings and a community building. There were a total of 37 units: 13 two bedroom/two bath units (approximately 1,000 square feet) and 24 three bedroom/ two bath units (approximately 1,250 square feet). Mr. Smith asked what the general population was expected to be per apartment and if there were any restrictions on the number of occupants. Ms. Bruce responded that only two people per bedroom would be allowed. Mr. Smith asked if the issue of the impact on the water and sewer system had been addressed with the City of Johnsonville and if studies had been
done. Mr. Storino stated he was not aware if the issue had been settled. Jim Smith stated it had not been settled formally.

Mr. McEachin asked the land surveyor if there was any deed or right-of-way to the County for the roads. The surveyor responded that a title search did not locate any deed or anything to the County for those roads. There was an old plat that was going to create a subdivision on the property but that was never constructed nor any of the improvements installed. It appeared in his opinion that this was kind of an artifact that was left over and none of the plans from the old plat were carried through but because the plat existed, they were trying to address any concerns.

Mr. Smith asked the long-term effect of the management plan. Ms. Bruce stated that the company was governed by Section 42 of the IRS Code and was also covered under Fair Housing. They controlled the applications for tenants and strived to consistently maintain the property in good condition. In response to a question by Chairman Caudle, Ms. Bruce stated that Guardian was currently in three states and currently had oversight of 34 properties. Mr. Smith asked if with limited resources in the southern area of the County, based on similar projects, what strains had they experienced with law enforcement and had the company been willing to absorb any of the costs by providing security at the property. Ms. Bruce responded that the company had not in the past provided security on the grounds. The company employed a very strict application process in that no one with a felony would be accepted as a tenant. Additionally, the company took quick action with the magistrate to evict any tenants with drug charges or felonies.

Councilman Springs asked if the property was located within the City limits of Johnsonville or in the unincorporated area of the County. Mr. Storino responded that the apartments were located in the unincorporated area and the community center was located in the City of Johnsonville. Councilman Springs asked Emergency Management Department Director Dusty Owens if it would create a problem or any confusion with Central Dispatch. Mr. Owens responded that he did not anticipate any issues from a dispatch standpoint. Whatever address was provided as the scene of a crime or incident was the address dispatch would use. Mr. Smith asked Chief Deputy Glen Kirby if there was a mutual aid contract in place with the City of Johnsonville for law enforcement. Chief Kirby affirmed that there was mutual aid in place and he did not foresee any issues from a law enforcement standpoint. In response to a question, Ms. Bruce stated the company would hire a part-time manager and part-time maintenance man. So far they had not provided any outside security for any of the properties they manage.

Councilman DeBerry asked that, since the County didn’t actually hold deed/title to any of the property, if whether or not the County provided a quit claim deed, would it put the project on hold. Mr. Storino responded that the quit claim deed would help in moving the project forward but the denial of the quit claim deed would not stop the project. Mr. Smith asked when negotiations on the water/sewer would be finalized. Jim Smith stated they anticipated that all issues should be resolved in the next couple of months. Councilman Kirby asked if the City of Johnsonville had voted on the matter. Jim Smith responded that they had not taken a formal vote.
Councilman Poston made a motion to Amend the Original Motion and Defer Third Reading of the Ordinance to conduct further study on possible annexation into the City. Councilman Springs seconded the motion, which was approved unanimously. Motion as Amended was approved unanimously.

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

ORDINANCE NO. 15-2017/18 – THIRD READING REVISITED
At the request of Councilman Bradley and the Chairman, the Clerk re-published the title of Ordinance No. 15-2017/18: An Ordinance To Rezone Property Owned By Jack Green Located On 1680 W. Darlington Street, Florence, As Shown On Florence County Tax Map No. 90034, Block 02, Parcel 019; Consisting Of Approximately 2.06 Acres From General Commercial District (B-3) To Industrial District (B-6); And Other Matters Related Thereto. Councilman Bradley made a motion Council Approve Third Reading of Ordinance No. 15-2017/18. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 18-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 18-2017/18: An Ordinance To Rezone Property Owned By Leancon, Inc. Located On Second Loop Road And South Thomas Road, Florence, SC As Shown On Florence County Tax Map No. 90019, Block 01, Parcels 003, 023 And 024; Consisting Of Approximately 1.535 Acres From Unzoned District (UZ) To Planned Development District (PD); And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve Second Reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 19-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 19-2017/18: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Railroad” (The “Company”) And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, 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.
ORDINANCE NO. 20-2017/18 — SECOND READING
The Clerk published the title of Ordinance No. 20-2017/18: An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Five Million Two Hundred Thousand Dollar ($5,200,000) General Obligation Bonds In One Or More Series Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto. Councilman Dorriety made a motion Council approve Second Reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

Chairman Caudle asked Mr. Smith to provide a brief summary of the purpose and use of the bonds. Mr. Smith stated that the bonds would cover the next 18 months of payment on the installment purchase revenue bonds (IPRB) issued for the Judicial Center and the IPRB issued for the Parking Deck. The intent was to move to an October issue date rather than the current April issuance date, which would match other bonds. In essence, it would make payments for the Judicial Center on April 1, 2018, the Parking Deck and Judicial Center on October 1, 2018, the Judicial Center April 1, 2019 and would also reimburse for the Team ia, Inc. software currently being put into place. Several Council members had pushed for this in order to realize a major savings of approximately $20 million dollars by paying early and shortening the term to 20 years. This would facilitate that plan. Debt service would not go up to pay for this and no millage would increase as a result of this effort. Mr. Smith commended Finance Director Kevin Yokim and Bond Attorney Ben Zeigler for putting this package together to save the taxpayers’ money.

ORDINANCE NO. 21-2017/18 — SECOND READING
The Clerk published the title of Ordinance No. 21-2017/18: An Ordinance To Convey Approximately 0.58 0.638 Acres Of Real Property Identified As A Portion Of Tax Map Parcel #00019-04-065 To The City Of Florence For The Construction Of A New Well For The Timmonsville Water System For The Sum Of One Thousand Eight Hundred Dollars ($1,800.00) And As Indicated On A Survey Prepared For The City Of Florence By AECOM Dated July 19, 2017. Councilman Kirby made a motion Council approve Second Reading of the Ordinance With Amended Title To Increase The Acreage From 0.58 Acres To 0.638 Acres. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCES FOR INTRODUCTION
No Ordinances Were Presented For Introduction.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

BOARD OF ZONING APPEALS
Councilman DeBerry Made A Motion To Re-Appoint Toney Moore To Serve On The Board Of Zoning Appeals, Representing Council District 6 With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.
CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS
Councilman Schofield Made A Motion Council Re-Appoint Scott Collins To Serve On The Construction Board Of Adjustments And Appeals, Representing Council District 8 With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

PLANNING COMMISSION
Councilman Schofield Made A Motion Council Re-Appoint Jody Bryan Lane To Serve On The Planning Commission, Representing Council District 8 With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:
ADMINISTRATION
ADMINISTRATOR’S REPORT
Mr. Smith reported that Council was provided with the detailed updates for the Capital Project Sales Tax I and II.

Council was also provided updates from our Planning Department, including projects in plan review, jobs under construction, zoning requests and reports from engineering and 911 addressing. Mr. Smith reported that revenue in Planning was up over 92% or $522,000 in the unincorporated area. He expressed special thanks to Planning Director Shawn Brashear and his hard working staff for being able to handle this very expeditiously and in a professional manner. Council was also provided informative notes from the dedicated department heads.

Mr. Smith stated that progress continued with the CPST I projects with SCDOT. Bridge construction was anticipated to be substantially complete on Sections 1 and 2 on US 378 and should be open to traffic the following month; Sections 3, 4 and 5 were substantially complete and had been opened to traffic.

On US 76, construction was substantially complete and all lanes had been opened to traffic.

Construction on the TV Road widening project was substantially complete.

Progress continued on SC 51 Sections 1 and 2 with utility relocations almost complete; the contractor continued to install storm drains and finish grade work. Also the bridge work on Willow Creek was halfway complete. Sections 3 and 4 storm drain installations, full depth patching, and initial subgrade of pavement continued and utility relocations were almost complete.

Work was progressing on the US 301 Alligator Road project.

In addition to the 284 roads already completed, the program management team was moving forward with the development of road paving and resurfacing packages for procurement in the spring as CPST II funds became available. Bid 13-17/18 had been
awarded, the Pre-Construction meeting had taken place and work would begin on January 23, 2018 for Rocking in District 2. Bid 16-17/18 for additional rocking in District 2 had been advertised with bids due on January 30th. Bid 17-17/18 for rocking in District 6 had been advertised with bids also due on January 30th.

Koppers/Estate Road remained under construction and construction work continued on additional phases for Brookgreen and Foxcroft.

Engineering of the Dargan Street and Sopkin Avenue sidewalk projects was underway.

Steel framing for the canteen building at the Johnsonville Ball Field was complete. Interior metal studs were up and electrical rough-in work was complete. According to County Recreation Director Ronnie Pridgen the project was shaping up well and approximately 80% complete.

The old B. C. Moore building in Timmonsville had been torn down; sand-clay should be hauled in to the site in the next 4 – 5 days and the site graded. The County was proceeding with solicitation for construction of the new community center and EMS Station with proposals due by the third week in February, so this item should be on the March Agenda. Staff would attempt to cluster those projects in an effort to keep costs down.

There were still numerous projects currently either under construction or advertised for construction in the various towns and cities in the County.

While the County’s Get Bitter Against Litter campaign continued, the numbers for December and January were not as impressive due to the cold weather. A total of 141 litter citations were written in 2017 with $47,945 in fines collected. Nearly 310 miles of roads were cleaned with an astounding 463,583 pounds of litter removed from our roadways.

The Florence County Animal Shelter assisted in the adoption of 205 animals during the month of December, bringing the total for 2017 to 965 animals adopted.

ADMINISTRATION

MONTHLY FINANCIAL REPORTS
Monthly Financial Reports Were Provided To Council For Fiscal Year 2018 Through November 30, 2017 As An Item For The Record.

CLERK OF COURT

BUDGET NEUTRAL SALARY INCREASE
Councilman DeBerry made a motion Council Authorize Budget Neutral Salary Increases For Various Positions Within The Clerk Of Court’s Departments, Including The Clerk Of Court. Councilman Dorriety seconded the motion, which was approved unanimously.
EMS/FINANCE/PROCUREMENT

AWARD RFP NO. 11-17/18
Councilman Mumford made a motion Council Award RFP No. 11-17/18, For EMS Billing, Collection, And Posting Services To EMS Management & Consultants, Inc. Of Winston-Salem, NC In The Amount Not To Exceed 5.6% Of The Net Amount Of EMS Billing Revenue Collected And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval. Councilman Dorriety seconded the motion, which was approved unanimously. In response to a question from Councilman Caudle regarding local vendors, Mr. Smith stated a local company was notified and given the opportunity to respond, however no response was received. Mr. Smith stated that this service would not only assist the County with extra collection services, but since the staff of the vendor were subject matter experts they would be able to assist EMS as they go through the billing process to ensure accuracy with the billing data. It was anticipated that by engaging in this service the County should realize a net enhancement of revenues of approximately $150,000 – $180,000.

FINANCE

JUNE 30, 2017 AUDIT ACCEPTANCE
Mr. Smith asked Finance Director Kevin Yokim to introduce the representative with Elliott Davis Decosimo, LLC auditing firm and present information on the June 30, 2017 Audit. Mr. Yokim directed Council's attention to page 11 of the Audit book and announced that the County received a Certificate of Achievement for Excellence in Financial Reporting for the Audit for June 20, 2016. He stated further that the County submitted the June 30, 2017 Audit and was confident the County would once again receive the Certificate of Achievement for Excellence in Financial Reporting, which would make 20 consecutive years that the County received that recognition. He expressed appreciation to Accounting Manager Kathy Coker for the excellent job she did in working on the Audit. He introduced Brian D'Amico who provided a brief overview of the Fiscal Year 2017 Annual Audit. Mr. D'Amico stated he wanted to acknowledge Kevin Yokim and the staff in the Finance office because that staff prepared every page in the document so that Elliott Davis could truly function as auditors and that was not the ‘norm’ in the industry. An unmodified opinion, which was considered a ‘clean’ opinion, was issued. One of the new reporting standards that took effect was GASB77 which required tax abatement disclosures on FILOTs versus a 10.5% tax rate, which was provided on page 80 of the Audit. One item of note was that the County actually collected just over $900,000 more through the FILOT than it would have collected via ad valorem taxes. The new standard to be on the lookout for next year would be GASB75 (very similar to GASB68 relating to pension liability reporting) related to other post-employment benefits provided to retirees. Councilman Kirby asked how many counties the firm audited in South Carolina and how Florence County performed against the other counties. Mr. D'Amico estimated the firm audited approximately eight other counties in South Carolina. He stated one fact he looked at was the unassigned fund balance in the general fund and the GFOA would like to see about two months but Florence County had about three months of funding available in the general fund fund balance. Councilman
Kirby stated the County had been aggressive in capital improvements over the last several years and asked if there was anything that might have a negative impact on the County relating to those investments and bond issuances. Mr. D'Amico responded that it appeared from a financial standpoint that the County had reinvested in the County and it was encouraging. Councilman Dorriety commented he was glad to hear the County was doing well with a three month reserve of funds. He asked if there was any way they could provide a comparison of Florence County to the other counties in the State. Mr. D'Amico stated that could certainly be a project for the auditing firm to provide that comparison. Councilman Dorriety stated Council was continually trying to find ways to come up with funding and that County employees were in need of salary increases. He commended Mr. Smith, Mr. Yokim and staff for being conservative and preserving the County finances. Mr. D'Amico commented the County had a very strong financial staff and it was a pleasure to work with a County that was fiscally responsible. Chairman Caudle asked if part of the services they provided was to make recommendations to the County if there were deficiencies or items noted that could be improved. Mr. D'Amico confirmed that they did provide recommendations that would be considered 'best practices' but would not be included in the audit as a 'finding.' Councilman Kirby made a motion Council Accept The Audit For Fiscal Year Ended June 30, 2017. Councilman Mumford seconded the motion, which was approved unanimously.

LIBRARY/PROCUREMENT

DECLARATION AND DONATION OF SURPLUS PROPERTY
Councilman Springs made a motion Council Declare One (1) Minolta Microfilm Reader, Fixed Asset Tag #50361, As Surplus Property And Authorize The Donation Of Said Equipment To The Three Rivers Genealogical Society Of Lake City. Councilman Dorriety seconded the motion, which was approved unanimously.

ADMINISTRATION

FILL DIRT
Councilman Dorriety made a motion Council Authorize The County Administrator To Haul Approximately 6,688 CY Of Fill Dirt From The County Borrow Pit To Assist With The Construction Of The Road Base On Byrnes Boulevard In An Amount Of $39,585 To Be Funded From General Fund Fund Balance; To Authorize The County Administrator To Haul Approximately 1,443 CY Of Fill Dirt From The County Borrow Pit To Assist With The Construction Of The Road Base On W. Hampton Pointe Drive At An Estimated Cost Of $15,931 To Be Funded From General Fund Fund Balance; And Authorize Public Works To Haul Approximately 640 CY Of Fill Dirt From The County Borrow Pit And Provide Approximately 10 CY Of Concrete To The Lake City Community Park To Assist With Repair Of The Reservoir To Be Funded From Public Works FY 18 Departmental Funds, Pending County Attorney Approval. Councilman Springs seconded the motion, which was approved unanimously. Councilman DeBerry expressed appreciation to Mr. Smith, Public Works Director Carlie Gregg, and Mr. McEachin for their hard work on this project, which has been a legal battle determining a resolution to assist citizens. Councilman Dorriety expressed his appreciation, as well.
PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 14-17/18
Councilman DeBerry made a motion Council Award Bid No. 14-17/18 For 7,540 Cubic Yards Of Sand Clay Hauling For Byrnes Boulevard To Kirven Construction Of Darlington, SC In The Amount Of $39,585.00 To Be Funded From General Fund Fund Balance. (4 Compliant Bids Received). Councilman Dorriety seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

FRANCIS MARION UNIVERSITY
Councilman Dorriety made a motion Council Approve The Expenditure Of Up To $10,000 From Council District 5 Infrastructure Funding Allocation To Assist Francis Marion University With A Nonrecurring Capital Project For Replacement Signage. Councilman Schofield seconded the motion, which was approved unanimously.

HALF MOON LANDING
Councilman Poston made a motion Council Approve The Expenditure Of Up To $4,600 From Council District 2 Infrastructure Funding Allocation To Install A New Swing Set And Safety Surface At The Half Moon Landing. Councilman Springs seconded the motion, which was approved unanimously.

HISTORICAL MEMORIAL BRONZE SCULPTURE
Councilman Dorriety made a motion Council Approve The Expenditure Of Up To $5,000 From Council District 5 Infrastructure Funding Allocation For A Historical Memorial Bronze Sculpture Of Florence Henning Harllee, General William Wallace Harllee, And The Railroad. Councilman DeBerry seconded the motion. Councilman Dorriety made a motion to Amend The Motion To Approve The Expenditure Of Up To $3,000 From Council District 9 Infrastructure Funding Allocation For The Project. Councilman DeBerry seconded the motion, which was approved unanimously. Motion as amended was approved unanimously.

EXECUTIVE SESSION
Councilman Dorriety 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 Potential Real Property Transaction/Acquisition. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered Executive Session at 10:12 a.m.

Council reconvened at 10:43 a.m.

Chairman Caudle stated no action was taken in Executive Session
MCKENZIE PROPERTY ACQUISITION
Councilman Mumford made a motion Council Acquire 6.347 Acres, The McKenzie Tract, For The Amount Not To Exceed $121,000 With Funding To Be Taken From The General Fund Fund Balance. Councilman Schofield seconded the motion, which was approved unanimously. Chairman Caudle stated that this would expand the footprint of the Greenwood Athletic Park where the new Miracle League was located.

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.

COUNCIL MEETING ADJOURNED AT 10:44 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL
PUBLIC HEARING
January 18, 2018

ORDINANCE NO. 21-2017/18

An Ordinance To Convey Approximately 0.58 Acres Of Real Property Identified As A Portion Of Tax Map Parcel # 00019-04-065 To The City Of Florence For The Construction Of A New Well For The Timmonsville Water System For The Sum Of One Thousand Eight Hundred Dollars ($1,800.00) And As Indicated On A Survey Prepared For The City Of Florence By AECOM Dated July 19, 2017.

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ORDINANCE NO. 20-2017/18

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Five Million Two Hundred Thousand Dollar ($5,200,000) General Obligation Bonds In One Or More Series Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto.

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PUBLIC HEARING

January 18, 2018

Ordinance No. 19-2017/18

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Railroad” (The “Company”) And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related Thereto.

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AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the January 25, 2018 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.
SPECIAL CALLED MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, JANUARY 25, 2018, 8:00 A.M., COUNTY COMPLEX, COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:
Kent C. Caudle, Chairman
Willard Dorriety, Jr., Vice Chairman
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
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:
Waymon Mumford, Secretary-Chaplain
Mitchell Kirby, Council Member
Jason M. Springs, Council Member

ALSO PRESENT:
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Shawn Brashear, Planning Director
Jack Newsome, Tax Assessor
Perry Strickland, Assistant to the County Administrator
Andrew Boardwine, Morning News Staff Writer

A notice of the special called meeting of the Florence County Council appeared in the January 24, 2018 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. Vice Chairman Dorriety provided the invocation and Councilman Bradley led the Pledge of Allegiance to the American Flag. Chairman Caudle welcomed everyone attending the meeting.

ORDINANCES IN POSITION:

ORDINANCE NO. 20-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 20-2017/18: An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Five Million Two Hundred Thousand Dollar ($5,200,000) General Obligation Bonds In One Or More Series Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto. Councilman Dorriety made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

ORDINANCES FOR INTRODUCTION
The Clerk published the title and the Chairman declared the following Ordinance Introduced By Title Only:

ORDINANCE NO. 22-2017/18 – INTRODUCED BY TITLE ONLY
An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Evergreen To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Provision Of Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.

OTHER BUSINESS:

GULF COVE
Councilman Dorriety made a motion Council Approve The Expenditure Of Up To $3,000 From Council District 9 Infrastructure Funding Allocation To Pay For Additional Hand Work By Elmer Delara To Complete The Clearing Of Vegetation And Debris In Ditches On Gulf Cove. Councilman DeBerry seconded the motion, which was approved unanimously.

EXECUTIVE SESSION
Councilman Schofield made a motion Council Enter Executive Session Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Potential Real Property Transaction/Acquisition. Councilman Poston seconded the motion, which was approved unanimously.

Council entered Executive Session at 8:04 a.m.
Council reconvened at 8:33 a.m.

Chairman Caudle stated no action was taken in Executive Session.

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

THE SPECIAL CALLED MEETING OF COUNCIL ADJOURNED AT 8:33 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL
AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

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

ORDINANCE NO. 22-2017/18
An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Evergreen To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Provision Of Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.
AGENDA ITEM: Appearance Before Council
Cecilia L. Meggs, Executive Director
Lighthouse Ministries

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Ms. Meggs Requests To Appear Before Council To Request Assistance Of Up To $24,000 With A Nonrecurring Capital Project To Retire The Mortgage For The Lighthouse Ministries’ New Building Located At 1416 W. Evans Street, Florence.

ATTACHMENTS:
A copy of the request to appear.
Ms. Haselden,
Thank you for speaking with me last week concerning submitting a request to be added to the February 15, 2018 County Council Agenda. I have attached a 1 page summary of what I will be presenting and the ask. If you need anything further, please let me know.

Thank you again for your time.

Cecilia L. Meggs
Executive Director
Lighthouse Ministries
P.O. Box 6801
Florence, SC 29502
843-629-0830 (wk)
843-629-9254 (fax)
843-229-7820 (cell)
www.lighthouseflorence.org
www.facebook.com/pages/Lighthouse-Ministries-Florence-SC
Mr. Kent Caudle, Chairman  
Florence County Council

I want to thank you for taking the time to learn about Lighthouse Ministries and the purchase of our building at 1416 W. Evans Street.

Lighthouse Ministries has served Florence County residents for more than 20 years and in 2017 we served more than 2,000 households with their basic needs. We provide assistance with deposits or payments of rent, utilities, or necessary medications. We provide traveler’s aid for stranded travelers and ramps for those who are disabled. We help families build stronger relationships through our Strengthening Families Program, and we work to prevent child abuse and neglect through our Working Mothers Education and Support Program. We are members of the First Friday Homeless Connect Event.

This past summer, Lighthouse Ministries had to unexpectedly move out of our home on E. Elm Street due to sudden and potentially dangerous deteriorations in the building. After working from a temporary location, we moved into our current building at 1416 W. Evans Street.

Lighthouse Ministries is obtaining a mortgage for $350,000 and has always been a volunteer based organization whose budget is based on low overhead costs. Therefore, our plan is to retire most, if not all, of the mortgage within 2 years.

We will begin a capital campaign in the spring of 2018 for $100,000. The plan is to raise a minimum of $500,000 within two years and retire the debt.

Confirmed:
- We have received an anonymous donation toward our Capital Campaign for $10,000.
- The current Lighthouse Ministries board has made a $10,000 commitment to match the anonymous donation.
- We currently receive rent reimbursement from other nonprofits housed in our building for $9,600 yearly.

Pending/ In Progress:
- We have written a grant to the St. Luke Endowment Fund for $30,000.
- We have written a grant to the City of Florence for $62,800.
- We have had numerous conversations with the Drs. Bruce and Lee Foundation and have requested a grant.

Lighthouse Ministries is asking the County Council to consider approval of up to $24,000 to assist us with a nonrecurring Capital Project to retire the mortgage for our new building located at 1416 W. Evans St.

Thank you again for this consideration and please let me know if you need anything further.
FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
February 15, 2018

AGENDA ITEM:  Appearances Before Council
Ashley Christenbury, Director of Advertising Sales
Greater Florence Chamber of Commerce

DEPARTMENT:  County Council

ISSUE UNDER CONSIDERATION:

ATTACHMENTS:
Copy of Email Requesting to Appear.
From: Ashley Christenbury [mailto:achristenbury@flochamber.com]
Sent: Thursday, January 18, 2018 12:32 PM
To: Kent Caudle
Subject: Jr. Leadership Florence

Kent,

Good afternoon! I hope you are doing well. I wanted to touch base with you regarding Jr. Leadership Florence’s County Government Day. We scheduled our session for Thursday, February 15th so that we can attend the County Council meeting that morning. I’m in the process of trying to get the schedule together. The meeting starts at 9:00, correct? Can we leave at 10:00 even if the meeting isn’t over yet? I know you mentioned introducing the group – do you want a list of the students names or do you plan to introduce the group as a whole? Please let me know what you need from me. I appreciate your help and I’m looking forward to hearing from you.

Thanks,

Ashley Christenbury
Director of Advertising Sales
Greater Florence Chamber of Commerce
Office: 843-519-0933
Cell: 803-968-1585
AGENDA ITEM: Ordinance No. 02-2017/18
Third Reading Deferral

DEPARTMENT: Administration

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

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

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

ORDINANCE NO. 02-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

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

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

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

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

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

ATTEST:                          SIGNED:

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DEPARTMENT: Economic Development

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

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

ATTACHMENTS:
Proposed Ordinance No. 16-2017/18
Sponsor(s) : County Council
Introduction : November 16, 2017
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : December 14, 2017
Second Reading : December 14, 2017
Third Reading :
Effective Date :

ORDINANCE NO. 16-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

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

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

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

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

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

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

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

ATTEST:                          SIGNED:

Connie Y. Haselden, Council Clerk

Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
AGENDA ITEM: Third Reading - Ordinance No. 17-2017/18

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
[An Ordinance To Convey All Of Florence County’s Right, Title And Interest By Quit Claim Deed In A Portion Of A Road Labeled As Florence Avenue Between What Was Labeled As Chapman Drive And What Was Labeled As Marion Street And Not Constructed; And That Portion Of What was Labeled Chapman Drive Between Georgetown Highway (SC 41/51) And What Was Labeled As Marion Street And Not Constructed In Or Near The Township Of Johnsonville And Both Shown On Plat Book L, Page 102 Recorded In The Clerk Of Court’s Office.]

POINTS TO CONSIDER:
1. A plat was recorded in the Florence County Clerk of Court Office on December 17, 1968 in Plat Book L, Page 102 referencing two roads that were never constructed. The current owners of the property, Henrietta C. Moore and Barbara C. Dennis, are requesting the County to assign any rights, title or interest in the property to them via a quit claim deed.
2. The County Attorney has reviewed and determined the County has no rights, title or interest in the property and providing the quit claim deed is appropriate.

OPTIONS:
1. (Recommended) Third Reading Ordinance No. 17-2017/18.

ATTACHMENT:
Copy of Proposed Ordinance No. 17-2017/18.
ORDINANCE NO. 17-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Convey All Of Florence County’s Right, Title And Interest By Quit Claim Deed In A Portion Of A Road Labeled As Florence Avenue Between What Was Labeled As Chapman Drive And What Was Labeled As Marion Street And Not Constructed; And That Portion Of What was Labeled Chapman Drive Between Georgetown Highway (SC 41/51) And What Was Labeled As Marion Street And Not Constructed In Or Near The Township Of Johnsonville And Both Shown On Plat Book L, Page 102 Recorded In The Clerk Of Court’s Office.]

WHEREAS:

1. A plat was recorded in the Florence County Clerk of Court’s Office on December 17, 1968 in Plat Book L, Page 102 referencing two roads that were never constructed; and

2. The current owners of the property, Henrietta C. Moore and Barbara C. Dennis, are requesting the County to assign any rights, title or interest in the property to them via a quit claim deed; and

3. The County Attorney has reviewed and determined the County has no rights, title or interest in the property and providing the quit claim deed is appropriate; and

4. S.C. Code Ann. §4-9-130, as amended, requires that any sale or lease or contract to sell or lease real property owned by the County be approved by a public hearing and adoption of an Ordinance.

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

Section 1. Florence County hereby conveys all of its right, title and interest by Quit Claim Deed in a portion of a road labeled as Florence Avenue between what was labeled as Chapman Drive and what was labeled as Marion Street and not constructed; and that portion of what was
labeled Chapman Drive between Georgetown Highway (SC41/51) and what was labeled as Marion Street and not constructed in or near the Township of Johnsonville and both shown on Plat Book L, Page 102 recorded in the Clerk of Court's Office.

Section 2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

Section 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, Council Clerk Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Leacon, Inc. Located On Second Loop Rd. And S. Thomas Rd., Florence, SC As Shown On Florence County Tax Map No. 90019, Block 01, Parcels 003, 023 And 024; Consisting Of Approx. 1.535 Acres From Unzoned District (UZ) To Planned Development District (PD); And Other Matters Related Thereto.]
(Planning Commission approved 7 to 0; Council District 9)

POINTS TO CONSIDER:
1. The subject property is currently unzoned (UZ).
2. Surrounding land uses consist of Residential (R-1 City of Florence) and Residential Unzoned (Florence County).
3. Applicant proposes development which will disturb less than 1 acre. Developments less than 1 acre do not require storm water plan submittals.
4. This Planned Development includes the following structures:
   a. one existing commercial business
   b. one existing single family home
   c. one new single family home
   d. four townhouse units
5. The request includes the following two waivers:
   a. a road right of way easement of 44'
   b. a Planned Development of 1.535 acres

OPTIONS:
1. (Recommended) Approve as Presented.

ATTACHMENTS:
1. Ordinance No. 18-2017/18
2. Staff report for PC #2017-16
3. Location Map
4. Zoning Map
5. Aerial Map
ORDINANCE NO. 18-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Leacon, Inc. Located On Second Loop Rd. And S. Thomas Rd., Florence, SC As Shown On Florence County Tax Map No. 90019, Block 01, Parcels 003, 023 and 024; Consisting Of Approx. 1.535 Acres From Unzoned District (UZ) To Planned Development District (PD); And Other Matters Related Thereto.]

WHEREAS:

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

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

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

1. Property located on Second Loop Rd. and S. Thomas Rd., Florence, SC as shown on Florence County Tax Map No. 90019, Block 01, Parcels 003, 023 and 024 are hereby rezoned to Planned Development District (PD).

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

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

ATTEST: SIGNED:

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

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:

OPPOSED:

ABSENT:
<table>
<thead>
<tr>
<th><strong>SUBJECT:</strong></th>
<th>Map Amendment request from Unzoned District (UZ) to Planned Development District (PD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOCATION:</strong></td>
<td>Parcels are located on Second Loop Rd. and S. Thomas Rd. in Florence, SC</td>
</tr>
<tr>
<td><strong>TAX MAP NUMBER:</strong></td>
<td>90019, Block 01, Parcels 003, 023 and 024</td>
</tr>
<tr>
<td><strong>COUNCIL DISTRICT(S):</strong></td>
<td>9; County Council</td>
</tr>
<tr>
<td><strong>APPLICANT:</strong></td>
<td>Leacon, Inc.</td>
</tr>
<tr>
<td><strong>LAND AREA:</strong></td>
<td>1.535 Acres</td>
</tr>
<tr>
<td><strong>WATER /SEWER AVAILABILITY:</strong></td>
<td>City of Florence</td>
</tr>
<tr>
<td><strong>ADJACENT WATERWAYS/ BODIES OF WATER:</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>FLOOD ZONE:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION:</strong></td>
<td>Approve as submitted.</td>
</tr>
</tbody>
</table>

**SURROUNDING LAND USE:**
- North: Residential/ R-1 City of Florence
- East: Residential/ R-1 City of Florence
- South: Residential/ Unzoned Florence County
- West: Residential/ Unzoned Florence County

**STAFF ANALYSIS:**

**History**
September 2008, the Florence County Planning Department approved this development, in part, as a subdivision. Several waivers were granted.

The applicant needed waivers to allow for the 8 lot private subdivision to be subdivided.
Waiver of 40 feet from Section 28.6-75 (g) of the Florence County/Municipal Land Development and Subdivision Ordinance of the Florence County Code to allow for a 40 foot diameter Cul-de-sac instead of the required 80 feet.

Waiver of 20 feet in Section 28.6-85 (A) of Florence County/Municipal Land Development and Subdivision Ordinance of the Florence County Code to allow for a 30 foot wide access easement instead of the required 50 feet.

A waiver of 10 feet of the required 15 feet on the rear setback requirement to make the rear setback 5 feet and a waiver of 7 feet on one side setback and 3 feet on the other side setback from the required 10 foot side setback requirement to make the side setbacks 3 feet and 7 feet in CD 28.6:41 (12) of Florence County/Municipal Land Development and Subdivision Ordinance of the Florence County Code to allow for the subdivisions to have a rear set back of 5 and the side setbacks to be 7 feet and 3 feet.

Existing and Proposed Zoning:
TMP# 90019-01-003 has a commercial business. TMP# 90019-01-023 has a residential structure and an accessory building. TMP# 90019-01-024 is vacant land. The parcels are contiguous to Unzoned Districts (UZ). They are south and west of incorporated limits which are Single Family Residential District (R-1). The applicant has requested a map amendment to a Planned Development District (PD).

The waivers below are requested by the applicant.

- A waiver of .465 acres to meet the 2.0 minimum acreage requirement stated in Sec.30-43. – Development Standards of the Zoning Ordinance of Florence County.

- A waiver of six feet for the right of way to be 44 feet in width instead of 50 feet as stated in Sec.28.6-85 – Land Development and Subdivision Ordinance of Florence County.

Chapter 30-ZONING ORDINANCE
The following sections of the Florence County Zoning Ordinance Chapter 30 were reviewed for this application:

ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY, Section 30-2. - Purpose of districts.
Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

Special Purpose Districts:
Planned Development District (PD): the intent of the planned development district is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.
Within the PD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

Chapter 28.6 LAND DEVELOPMENT AND SUBDIVISION ORDINANCE
The following section of the Florence County Zoning Ordinance Chapter 28.6 was reviewed for this application:

Sec. 28.6-86. - Small family and private developments (one to six lots).
(a) Roadways. All roads shall be privately maintained and shall be the property of the homeowner's association or sole responsibility of the affected property owners. The roadways shall be held in common and an assessment established for the perpetual maintenance of the roadway and improvements. The roadway must be 18 feet wide and have a three-inch slag or stone base. This provision is waived for family developments. All roadways shall originate at a public road at one end only, to eliminate through traffic. If the roadway ties to a county maintained road a 50-foot wide access easement is required. If it ties to a state road it must comply with the standards of the South Carolina Department of Transportation.

Traffic Review:
Present access to the parcels is by way of Second Loop and S. Thomas Road. The map amendment for these parcels could have a minimal effect on traffic flow in the area.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, NOVEMBER 28, 2017:
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on Second Loop Rd. and S. Thomas Rd. from Unzoned District (UZ) to Planned Development District (PD).

ATTACHMENTS:
1. Development Details
2. Location Map
3. Zoning Map
4. Aerial Map
Development Details

- Development is comprised of Florence County Tax Parcels 90019-01-023, 90012-01-024 and 90019-01-003 with a total combined area of 1.535 Acres.

- Development contains 1 commercial unit and 6 residential units. The 6 residential units are comprised of 2 single family and 2-two unit town homes.

- Residential units labeled #1, #2, #3, #4 and #5 will each be assigned an individual tax parcel number, configured as shown hereon. These units will be accessed by way of a private road.

- The remaining residential unit, along with the commercial unit will remain together on the parent parcel containing 0.779 acres, as shown.

- The remaining residential unit will be accessed from Thomas Road (S21-751) 40' wide public right of way.

- The commercial unit will be accessed from Second Loop Road (SC-51) a variable width public right of way.

- The roadway serving residential units 1-5 will be asphalt paved and 24 feet in width.

- Waiver: the right of way for the roadway serving residential units 1-5 will be 44 feet in width.

- Residential units 1-5 will share a common area, having a minimum width of 12 feet, as shown.

- Lot 1 Setbacks
  - Front: 20'
  - Rear: 15'
  - Sides: 5'

- Lot 2 Setbacks
  - Front: 20'
  - Rear: 15'
  - Sides: Left: 0' Right: 5'

- Lot 3 Setbacks
  - Front: 20'
  - Rear: 15'
  - Sides: Left: 5' Right: 0'
• Lot 4 Setbacks
  o Front: 20'
  o Rear: 15'
  o Sides: Left: 0' Right: 5'

• Lot 5 Setbacks
  o Front: 20'
  o Rear: 15'
  o Sides: Left: 5' Right: 0'

• Percentage of Open area >20%

• Impervious surface ratio: 71%

• Floor area ratio: 18.8%

• Proposed building height:
  o Lots 1-5: Two Story
  o Remainder: One Story

• Bufferyards not required

• Parking:
  o Lots 1-5 each have two garage parking spaces and two spaces at the front of the unit.
AGENDA ITEM: Ordinance No. 19-2017/18 – Third 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 Identified As “Project Railroad” (The “Company”) And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related Thereto.]

OPTIONS:
1. (Recommended) Approve Third Reading Ordinance No. 19-2017/18.

ATTACHMENTS:
2. Red-Lined version indicating the insertion of the Company name.
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 David C. Poole Company, Inc. (The “Company”) And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related Thereto.

WHEREAS:

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

2. As a result of the Company’s desire to undergo such investment, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and the Company 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 Seven Million Eight Hundred and Seventy Thousand Dollars ($7,870,000.00) and the addition of approximately thirty (30) 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 Seven Million Eight Hundred and Seventy Thousand Dollars ($7,870,000.00) and the addition of approximately thirty (30) new, full-time jobs, in each case within five (5) years, commencing the first year in which property that is a part of the project is placed in service;

(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 rate of 387.6 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: twenty-five percent (25%) of such annual Negotiated FILOT Payments for years 1-10; and fifteen percent (15%) 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 during the term of the FILOT Agreement.

(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: 
Connie Y. Haselden, Council Clerk

SIGNED:
Kent C. Caudle, Chairman

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

OPPOSED:
ABSENT
FEE-IN-LIEU OF TAX AGREEMENT

by and between

DAVID C. POOLE COMPANY, INC.

and

FLORENCE COUNTY, SOUTH CAROLINA

Dated as of _____________, 2018
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This FEE AGREEMENT (this “Agreement”) is dated as of __________, 2018, by and between David C. Poole Company, Inc., a South Carolina corporation (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 expand certain of its manufacturing operations in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the “Project”);

WHEREAS, the Company anticipates that the Project will result in an investment of Seven Million Eight Hundred and Seventy Thousand Dollars ($7,870,000.00) and the addition of approximately thirty (30) new, full-time jobs;

WHEREAS, the County Council approved on December 14, 2017 an Inducement Resolution No. 08-2017/18 (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 the Project 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
   David C. Poole Company, Inc.

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:
   730 White Oak Road, Johnsonville, SC 29555, Florence County

3. Minimum investment agreed upon: $7,870,000.00

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: 387.6 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 25% of FILOT Payments for years 1-10 and 15% 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 _____________, 2018.

“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 David C. Poole Company, Inc., a South Carolina corporation, 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 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.

"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.

"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 387.6 mills.

"Property Tax Year" shall mean the annual period which is equal to the fiscal or calendar 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 PILOT 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 corporation, validly existing and in good standing under the laws of the state of South Carolina 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 Seven Million Eight Hundred and Seventy Thousand Dollars ($7,870,000.00) in Economic Development Property, and the creation of at least thirty (30) 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, is the calendar year.

(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, \textit{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 \textit{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 \textit{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 \textit{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.

\textbf{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.

\textbf{ARTICLE IV}

\textbf{UNDEARTAKINGS OF THE COMPANY}

\textbf{Section 4.01. Investment by Company in Project.} For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Seven Million Eight Hundred and Seventy Thousand Dollars ($7,870,000.00) 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:

(i) 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 25% for years 1-10 and 15% 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 25% for years 1-10 and 15% 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 Six Million, Two Hundred Ninety Six Thousand Dollars ($6,296,000.00) and has created and maintained eighteen (18) 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 = $6,296,000 / 7,870,000 = 80%.

Jobs Achievement Percentage = 18 / 30 = 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 the initial Economic Development Property comprising all or a portion of the Project is placed in service, 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.

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 sixty (60) 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.

(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:

Arthur E. Justice, Jr.
Turner Padget Graham & Laney P.A.
P.O. Box 5478, Florence SC 29502
1319 S. Irby Street
Florence, SC 29501
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:

David C. Poole Company, Inc.
6 Arborland Way
Greenville, SC 29615

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

Mr. Frank T. Davis, III
Haynsworth Sinkler Boyd, P.A.
ONE North Main Street
2nd Floor
Greenville, South Carolina 29601
Phone: (864) 240-3200
Email: fdavis@hsblawfirm.com

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

David C. Poole Company, Inc.

By: _____________________________
   Name:
   Title:
EXHIBIT A

Land

All that certain piece, parcel or tract of land located, lying and being in the County of Florence, State of South Carolina, containing 33.90 acres, more or less, as shown on plat prepared for David C. Poole Co. by Kellahan & Associates, dated May 24, 2007, last revised June 21, 2007, recorded on July 31, 2007 in the Office of the Register of Deeds for Florence County in Plat Book 9, at page 177, being more particularly described according to said plat, as follows:

Beginning at the ¾” pipe where the western right of way line of S21-41.51 intersects the western right of way line of South Carolina State Road 71; thence, proceeding along the western right of way line of State Road 71 in a Southerly direction S01°-52'-22"E a distance of 197.86 feet to a ¾” pipe at the beginning of a curve; thence, along said curve which has a radius of 1972.87 and a chord of N00°-29'07"E in a Southerly direction a distance of 215.81 feet to a ¾” pipe; thence, continuing in a Southerly direction S03°-30'-48"W a distance of 455.65 feet to a ¾” pipe; thence, again in a Southerly direction S02°-52'-16"W a distance of 219.07 feet to a ¾” pipe; thence, again in a Southerly direction S01°-51'-28"W a distance of 593.38 feet to a ¾” pipe; thence, departing said Western Right of Way of State Road 71 in a Westerly direction NW-01'40"W a distance of 242.24 feet, to a ¾” pipe; thence in a Southerly direction S06'31'-00"E a distance of 220.96 feet to a ¾” pipe; thence, continuing in a Southerly direction S19°-08'-06"E a distance of 10.00 feet to a ¾” pipe at the beginning of a curve; thence, along said curve which has a radius of 148.19’ and a chord of S34°-02'-29"E in a Southeasterly direction distance of 74.83 feet to a ¾” pipe; thence in Southwesterly direction S40°-26'-07"W a distance of 49.78 feet to a ¾” pipe; thence, continuing in a Southwesterly direction S40°-26'-07"W a distance of 207.77 feet to a ¾” pipe; thence in a Northerly direction N19°-25'-12"W a distance of 1208.07 feet to a ¾” pipe; thence, continuing in a Northerly direction N19°-25'-12"W a distance of 874.62 feet to a ¾” pipe on the Southern Right of Way line of White Oak Road, S21-647; thence, along said Southern Right of Way line of S21-647 in a Northeasterly direction N67°-12'-51"E a distance of 1048.61 feet to a ¾” pipe; thence, in a Southeasterly direction S62°-18'-01"E a distance of 63.63 feet to a ¾” pipe on the Western Right of Way of South Carolina Highway 41/51 at the beginning of a curve; thence along said curve which has a radius of 3044.65’ and a chord of S14°-09'-26"E in a Southerly direction a distance of 198.94 feet to the point of beginning.

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 ADavid C. Poole Company Identified As “Project Railroad”, Inc. (The “Company”) And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related 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 Railroad,” David C. Poole Company, Inc., a South Carolina corporation (the “Company”) as the Company has expressed its intent to the County to make a capital investment in Florence County; and

2. As a result of the Company’s desire to undergo such investment, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and the Company 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.
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 Seven Million Eight Hundred and Seventy Thousand
Dollars ($7,870,000.00) and the addition of approximately thirty (30) 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 Seven Million Eight Hundred and Seventy Thousand Dollars ($7,870,000.00) and the addition of approximately thirty (30) new, full-time jobs, in each case within five (5) years, commencing the first year in which property that is a part of the project is placed in service;

(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 387.6 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: twenty-five percent (25%) of such annual Negotiated FILOT Payments for years 1-10; and fifteen percent (15%) 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 during the term of the FILOT Agreement.

(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:                        SIGNED:

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

COUNCIL VOTE:
OPPOSED:         ABSENT

Approved as to Form and Content D. Malloy McEachin, Jr., County Attorney
AGENDA ITEM: Third Reading - Ordinance No. 21-2017/18

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
[An Ordinance To Convey Approximately 0.638 Acres Of Real Property Identified As A Portion Of Tax Map Parcel # 00019-04-065 To The City Of Florence For The Construction Of A New Well For The Timmonsville Water System For The Sum Of One Thousand Eight Hundred Dollars ($1,800.00) And As Indicated On A Survey Prepared For The City Of Florence By AECOM Dated July 19, 2017.]

OPTIONS:
1. (Recommended) Approve Third Reading Ordinance No. 21-2017/18.

ATTACHMENT:
ORDINANCE NO. 21-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Convey Approximately 0.638 Acres Of Real Property Identified As A Portion Of Tax Map Parcel # 00019-04-065 To The City Of Florence For The Construction Of A New Well For The Timmonsville Water System For The Sum Of One Thousand Eight Hundred Dollars ($1,800.00) And As Indicated On A Survey Prepared For The City Of Florence By AECOM Dated July 19, 2017.]

WHEREAS:

1. The City of Florence has an existing well adjacent to Florence County property in Timmonsville, SC; and

2. The City of Florence would like to construct a new well as part of the Timmonsville water system on a portion of Florence County's property, TMP #00019-04-065; and

3. The property is currently being utilized as ballfields and the conveyance of the 0.638 acres will not impact the operations of the ballfields; and

4. An appraisal of the property dated May 4, 2017 and performed by Julian Graham and Andy Fowler was provided by the City of Florence with an appraised value of $1,800; and

5. S.C. Code Ann. §4-9-130, as amended, requires that any sale or lease or contract to sell or lease real property owned by the County be approved by a public hearing and adoption of an Ordinance.

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

Section 1. Florence County hereby conveys all of its right, title and interest by Deed in an approximately 0.638 acre tract which is a portion of TMP# 00019-04-065 to the City of Florence for the sum of One Thousand Eight Hundred Dollars ($1,800.00) and is identified in a survey...
Section 2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

Section 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, Council Clerk      Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

-58-
PROPERTY SURVEY
SURVEYED FOR THE
CITY OF FLORENCE, S.C.
FLORENCE COUNTY
SOUTH CAROLINA

425 South Cashua
Florence, South Carolina 29501
Telephone: (843) 665-9166; Fax: (843) 665-9167
www.AECOM.com

DATE: JULY 19, 2017

FIGURE 1

LEGEND

- RX IRON PIPE FOUND
- PPS IRON PIN SET & RE-BAR
- PROPERTY LINE
- PROPOSED PARCEL LINE
- PERMANENT RIGHT-OF-WAY AND
- WRIT SITE TO BE CONVEIVED TO
- THE CITY OF FLORENCE

PARCEL A: WELL SITE = 0.129 ACRE
PARCEL B: UTILITY AND RIGHT-OF-WAY
ACCESS = 0.509 ACRE
TOTAL ACREAGE OF PARCELS A & B: 0.638 ACRE

I HEREBY STATE THAT TO THE BEST OF MY
KNOWLEDGE INFORMATION,
I PERFORMED THIS SURVEY
IN ACCORDANCE WITH
THE REQUIREMENTS OF THE MINIMUM
STANDARDS MANUAL FOR THE
PRACTICE OF LAND SURVEYING IN SOUTH
CAROLINA, AND THAT IT MEETS OR
EXCEEDS THE REQUIREMENTS FOR A CLASS
A SURVEY AS SPECIFIED
THEREIN. ALL TITLE AND ENCROACHMENTS OR PROJECTIONS
OTHER THAN SHOWN.

I HEREBY STATE THAT TO THE BEST OF MY
KNOWLEDGE INFORMATION,
I PERFORMED THIS SURVEY
IN ACCORDANCE WITH
THE REQUIREMENTS OF THE MINIMUM
STANDARDS MANUAL FOR THE
PRACTICE OF LAND SURVEYING IN SOUTH
CAROLINA, AND THAT IT MEETS OR
EXCEEDS THE REQUIREMENTS FOR A CLASS
A SURVEY AS SPECIFIED
THEREIN. ALL TITLE AND ENCROACHMENTS OR PROJECTIONS
OTHER THAN SHOWN.

REFERENCE:
PLAT BOOK 70 PAGE 430
PLAT BOOK 63 PAGE 250
DEED BOOK A555 PAGE 250
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.]
Proposed Boundary Change in Zoning
Southeast of The City of Florence

Parcels With Centroids in Areas:
Original Boundary 1/428
Below Jeffries Creek: 1,218

Legend
- Parcels Touching Original Boundary
- Rivers and Streams
- Roads
- Boundary Below Jeffries Creek
- Original Proposed Boundary
AGENDA ITEM: Ordinance No. 22-2017/18 – Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing An Amendment To The Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Florence County, South Carolina And Project Evergreen To Provide For The Inclusion Of A Proposed Expansion In The Fee-In-Lieu Of Ad Valorem Taxes Agreement, The Provision Of Special Source Revenue Credits Thereunder, And Other Matters Related Thereto.]

OPTIONS:
1. (Recommended) Approve Second Reading of Ordinance No. 22-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 22-2017/18 and associated documents.
ORDINANCE NO. 22-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

1. Florence County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) to enter into a fee in lieu of tax (“FILOT”) agreement with companies meeting the requirements of the Act; and

2. Pursuant to the Act, and in order to induce certain investments in the County, the County entered into a Fee-in-Lieu of Ad Valorem Taxes Agreement with Project Evergreen (the “Company”), dated as of June 16, 2016, providing for a FILOT incentive (the “Fee Agreement”); and

3. Under the Fee Agreement and in consideration of the FILOT offered thereby, the Company undertook an investment of approximately $6,500,000 in order to expand its facilities in the County, and the Company invested over $9,000,000 within the first year of the Investment Period, as the Fee Agreement defines such term; and

4. The Company is considering an additional investment in the County of approximately $33,000,000 that is anticipated to result in the creation of approximately 15 new, full-time jobs in the County (the “Project”), and the Company has requested that the County amend the Fee Agreement in order to provide enhanced benefits that will apply to the additional investment; and

5. The Company has caused to be prepared and presented to the County the form of a First Amendment to Fee Agreement (the “Amendment”) providing for the provision of Special Source Revenue Credits under the Fee Agreement, and other matters related thereto, such Amendment attached hereto as Exhibit A; and
6. It appears that the Amendment, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended; and

7. The County has also agreed to offer the Company a $350,000 economic development grant for the purpose of reimbursing the Company for eligible expenses associated with the Project, the terms and conditions of the grant being more fully described in the letter agreement (the “Grant Agreement”) attached hereto as Exhibit B; and

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

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

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

(a) The Project constitutes a “project” as defined in the Act and will constitute “economic development property” as said term is referred to and defined in the Act, and the County’s actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

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

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

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

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

Section 2. The forms, terms, and provisions of the Amendment presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chairman of the County Council and County Administrator are each hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Amendment in the name of
and on behalf of the County, and thereupon to cause the Amendment to be delivered to the Company and cause a copy of the Amendment to be delivered to the Florence County Auditor and Assessor. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before this meeting.

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

Section 4. The Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the Grant Agreement and the performance of all obligations of the County under and pursuant to the Amendment and the Grant 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 ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

Kent C. Caudle, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT

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

FIRST AMENDMENT TO FEE AGREEMENT
FIRST AMENDMENT TO FEE AGREEMENT

This First Amendment (the “Amendment”) to the Fee-in-Lieu of Taxes Agreement (the “Fee Agreement”) by and between FLORENCE COUNTY, SOUTH CAROLINA (the “County”) and PROJECT EVERGREEN (the “Company”), is made and entered into this ____ day of ____________, 2018.

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) to enter into a fee agreement with companies meeting the requirements of the Act; and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a Fee-in-Lieu of Ad Valorem Taxes Agreement with Project Evergreen (the “Company”), dated as of June 16, 2016, providing for a fee-in-lieu of tax (“FILOT”) incentive (the “Fee Agreement”); and

WHEREAS, the Company is considering an additional investment in the County of approximately $33,000,000 that is anticipated to result in the creation of approximately 15 new, full-time jobs in the County (the “Project”), and the Company has requested that the County amend the Fee Agreement in order to provide enhanced benefits that will apply to the additional investment; and

WHEREAS, pursuant to an Ordinance of the County Council of even date herewith, the County Council has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company agree as follows:

1. The Project shall be eligible for the benefits provided under and shall be included as part of the Fee Agreement, subject to the terms and conditions stated therein.

2. The title of Article V is amended as follows:

ARTICLE V
PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; FEE TERM SPECIAL SOURCE REVENUE CREDITS; CLAWBACK
3. Article V of the Fee Agreement is amended to add Section 5.4 Special Source Revenue Credits as follows (in italics):

**Section 5.4 Special Source Revenue Credits.** As authorized under Sections 4-1-175, 4-29-68, and 12-44-70 of the Code, for FILOT Payments attributable to investments placed in service on or after January 1, 2017, the Company is entitled to claim a twenty-five percent (25%) Special Source Revenue Credit against the FILOT Payments for tax years 2018 — 2027 and a fifteen percent (15%) Special Source Revenue Credit against the FILOT Payments for tax years 2028 — 2047.

In order to distinguish the FILOT Payments described in this Section 5.4 from the FILOT Payments attributable to investments placed in service before January 1, 2017, the Company shall identify and report the investments on two separate Schedules "S" submitted with the Company’s annual filing of Form PT-300 with the South Carolina Department of Revenue.

4. Article V of the Fee Agreement is amended to add Section 5.5 Clawback Provision as follows (in italics):

**Section 5.5 Clawback Provision.** If the Company has not invested and maintained an investment in the Project of at least $33,000,000 in “economic development property”, as defined in the Act (based on the original income tax basis, without depreciation) within the “Investment Period” as defined in this Fee Agreement, minus investments in year one of the Project (“Additional Investment”) and reached and maintained total employment of 15 new full-time jobs in the County as of the end of the Investment Period that are attributable to the Project ("Actual Jobs"), the Special Source Revenue Credits shall be reduced by the Average Percentage Shortfall, calculated as follows:

\[
\text{Investment Achievement Percentage} = \frac{\text{Additional Investment}}{33,000,000}
\]

\[
\text{Jobs Achievement Percentage} = \frac{\text{Actual Jobs}}{15}
\]

\[
\text{Overall Achievement Percentage} = \frac{\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}}{2}
\]

\[
\text{Average Percentage Shortfall} = 100\% - \text{Overall Achievement Percentage}
\]

For instance, if the Company has invested and maintained $29,700,000 between January 1, 2017 and December 31, 2020 (and the investment period had not been extended) and maintained 12 Actual Jobs during that same investment period, the Investment Achievement Percentage would be 90% ($29,700,000/$33,000,000 = 90%), the Jobs Achievement Percentage would be 80% ((12/15) = 80%), and the Overall Achievement Percentage would be 85%. The Average Percentage Shortfall would be 15%, and the Company would repay to the County 15% of the Special Source Revenue Credits claimed to date.

In any year subsequent to the end of the Investment Period, the Special Source Revenue Credits shall be reduced by the Average Percentage Shortfall as well.
In the event that the Company ceases to operate the Project on or before December 31, 2047, the Special Source Revenue Credits shall cease, and the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits previously claimed, with such prorated portion equal to \( \left( \frac{30 - \text{number of full years in which the Project has been in service at the time of the cessation of operations}}{30} \right) \). For example, and by way of example only, if the Company ceases to operate the Project after the Project has been in service for 27 years, the Company would be obligated to repay \( \frac{3}{30} \) (10%) of the Special Source Revenue Credits. The repayment amount shall be reduced by any repayments previously made pursuant to this Section 5.5 of this Fee Agreement.

Any amounts due to the County under this Section 5.5 shall be paid within 90 days following written notice thereof from the County to the Company.

Under no circumstances will the application of FILOT payments, and the terms and conditions as to calculations of FILOT payments, including but not limited to, the assessment ratio, fixed millage rate, termination date, under the Act, be modified or changed as a result of any application of this Section 5.5. As long as the Company shall maintain the statutory minimum investment requirement under the Act, the Company shall be entitled to all benefits of the FILOT payments and the Act.

5. Except as otherwise provided herein, the Fee Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA and PROJECT EVERGREEN, each pursuant to due authority, have executed this Amendment as of the date first written above.

FLORENCE COUNTY, SOUTH CAROLINA

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

ATTEST:

Signature: __________________________
Name: Connie Y. Haselden
Title: Clerk to Florence County Council

, INC.

Signature: __________________________
Name: __________________________
Title: President
March ___, 2018

________________________, Inc.
Attn: ______________________
President

________________________
Effingham, SC 29541

RE: Economic Development Grant from Florence County, South Carolina to Project Evergreen

Dear Mr. ____________________:

The purpose of this letter is to confirm our mutual understandings related to an economic development grant offered by Florence County, South Carolina (the “County”) to Project Evergreen (the “Company”).

The County made certain proposals to the Company to offer economic development incentives to induce the Company to invest its funds and expand its existing facilities in Florence County, South Carolina. The Company is prepared to proceed with a capital investment of approximately $33,000,000 and the creation of approximately 15 new, full-time jobs in the County (the “Project”). The Company previously committed to invest $6,500,000 between January 1, 2016 and December 31, 2020 and exceeded that amount within the first year.

In support of and in order to induce the location of the Project in the County, the County has offered the Company an economic development grant of $350,000 (the “Grant”). The Grant shall be paid to the Company at such time as the Company submits invoices showing reimbursable expenses in the amount of $350,000. Company expenditures such as property acquisition costs, infrastructure improvements, site preparation costs, and building improvement costs shall all be deemed to be eligible expenditures.

If the Company does not meet and maintain an investment in the Project of at least $33,000,000 between January 1, 2017 and the end of the investment period as defined in the June 16, 2016 Fee Agreement between the County and the Company, including any extension thereof, and meet and maintain 15 new full-time jobs attributable to the Project in the County within the same investment period, the Grant shall be subject to a pro rata repayment by the Company, calculated as follows:

\[
\text{Investment Achievement Percentage} = \frac{\text{Company's capital investment during the investment period}}{\$33,000,000}
\]

\[
\text{Jobs Achievement Percentage} = \frac{\text{Number of Company's new full-time jobs in the County as of the end of the investment period}}{15}
\]
Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Grant Repayment Amount = [100% - Overall Achievement Percentage] x Grant Funds Received by the Company

Such amount would be payable to the County on or before 90 days following written demand of the County to include calculations as to repayment amount.

In the event that the Company ceases operations on or before December 31, 2047, the Company shall be obligated to repay a prorated portion of the Grant, with such prorated portion equal to [(30 – the number of full years in which the Company was in operations after January 1, 2017) / 30]. For example, and by way of example only, if the Company ceases to operate on December 31, 2043, the Company would be obligated to repay 3/30 (10%) of the Grant.

By signing below, the County agrees to provide the Grant subject to the terms and conditions described above, and the Company agrees to accept the Grant subject to the terms and conditions described above. Any amendments to the terms and conditions of the Grant shall be made in writing.

FLORENCE COUNTY, SOUTH CAROLINA
(SEAL)
Signature: ____________________________
Name: Kent C. Caudle
Title: Chair, Florence County Council

ATTEST:

Signature: ____________________________
Name: Connie Y. Haselden
Title: Clerk to Florence County Council

____________________________________, INC.
Signatures: ____________________________
Name: ________________________________
Title: ________________________________
AGENDA ITEM: Ordinance No. 23-2017/18
   Introduction

DEPARTMENT: Planning and Building Inspections

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

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

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 23-2017/18
2. Staff report for PC#2018-01
3. Zoning Map
4. Aerial Map
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on January 23, 2018.

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

1. Property located on 419 Green Haven Ave., Lake City, SC, bearing Tax Map No. 00169, Block 31, Parcel 008 is hereby rezoned to RU-1, Rural Community District.

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

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

ATTEST:  
Connie Y. Haselden, Council Clerk

SIGNED:  
Kent C. Caudle, Chairman

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

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

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

TAX MAP NUMBER: 00169, Block 31, Parcel 008

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Dion Cooper & Annie Goodrum

APPLICANT: Dion Cooper & Annie Goodrum

LAND AREA: 0.178 Acres

WATER /SEWER AVAILABILITY: City of Lake City

ADJACENT WATERWAYS/ BODIES OF WATER: None

FLOOD ZONE: No

STAFF RECOMMENDATION: Staff recommends approval of the request.

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

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

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

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

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

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

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 419 Green Haven Ave., Lake City, SC from General Commercial District (B-3) to Rural Community District (RU-1).
AGENDA ITEM: Ordinance No. 24-2017/18 – Introduction

DEPARTMENT: Economic Development

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

OPTIONS:
1. (Recommended) Introduce Ordinance No. 24-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 24-2017/18
ORDINANCE NO. 24-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance to Develop a Jointly Owned and Operated Industrial and Business Park in Conjunction with Marion County, Such Industrial and Business Park to Include Property Initially Located in Marion County and Established Pursuant to Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as Amended, to Provide for a Written Agreement with Marion County to Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Taxation; and Other Matters Related Thereto.)

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:  SIGNED:

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

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

COUNCIL VOTE:
OPPOSED:
ABSENT:
STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

I, the undersigned, Clerk to County Council of Florence, South Carolina ("County Council") DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____________, _____________, and ___________. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____________, and notice of the public hearing was published in the _____________ on _____________. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the Florence County Council, South Carolina, as of this ____ day of _____________, 20__.

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

WITNESSETH:

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

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

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

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

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

3. **Location of the Park.**

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

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

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

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

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

   If property is in Marion County portion of the Park:
   
   (1) Marion County 100%
   
   (2) Florence County 0%

   If property is in Florence County portion of the Park:
   
   A. Marion County 0%
   
   B. Florence County 100%

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

   If property is in Marion County portion of the Park:
   
   A. Marion County 99%
   
   B. Florence County 1%

   If property is in Florence County portion of the Park:
   
   A. Marion County 1%
   
   B. Florence County 99%

7. **Revenue Allocation Within Each County.**

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

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

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

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

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

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

MARION COUNTY, SOUTH CAROLINA

(Seal)

Signature: ____________________________
Name: ______________________________
Title: ______________________________

ATTEST:

Signature: ____________________________
Name: ______________________________
Title: Clerk to County Council

FLORENCE COUNTY, SOUTH CAROLINA

(Seal)

Signature: ____________________________
Name: ______________________________
Title: ______________________________

ATTEST:

Signature: ____________________________
Name: ______________________________
Title: Clerk to County Council
EXHIBIT A

MARION COUNTY PROPERTIES

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

FLORENCE COUNTY PROPERTIES

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

DEPARTMENT: Economic Development

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

OPTIONS:
1. (Recommended) Introduce Ordinance No. 25-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 25-2017/18
ORDINANCE NO. 25-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:
Connie Y. Haselden, Council Clerk

SIGNED:
Kent C. Caudle, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned, Clerk to County Council of Florence, South Carolina ("County Council") DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on ________________, ________________, and ________________. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on ________________, and notice of the public hearing was published in the ________________ on ________________. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the Florence County Council, South Carolina, as of this ___ day of ________, 20__.  

Clerk to Florence County Council
Florence County, South Carolina
STATE OF SOUTH CAROLINA  )  AGREEMENT FOR THE
COUNTY OF WILLIAMSBURG  )  DEVELOPMENT
COUNTY OF FLORENCE  )  OF A JOINT INDUSTRIAL
 )  AND BUSINESS PARK
 )  (Williamsburg and Florence Counties –
 )  Starcyl Cylinders Corporation)

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

WITNESSETH:

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

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

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

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

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

3. **Location of the Park.**

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

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

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

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

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

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

   **If property is in Williamsburg County portion of the Park:**
   
   (1) Williamsburg County 100%
   
   (2) Florence County 0%

   **If property is in Florence County portion of the Park:**
   
   A. Williamsburg County 0%
   
   B. Florence County 100%

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

   **If property is in Williamsburg County portion of the Park:**
   
   A. Williamsburg County 99%
   
   B. Florence County 1%

   **If property is in Florence County portion of the Park:**
   
   A. Williamsburg County 1%
   
   B. Florence County 99%

7. **Revenue Allocation Within Each County.**

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

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

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

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

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

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

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

WILLIAMSBURG COUNTY,
SOUTH CAROLINA

(SEAL)

Signature: __________________________
Name: __________________________
Title: __________________________

ATTEST:

Signature: __________________________
Name: __________________________
Title: __________________________

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Signature: __________________________
Name: __________________________
Title: __________________________

ATTEST:

Signature: __________________________
Name: __________________________
Title: __________________________
EXHIBIT A

Williamsburg County Properties

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

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

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

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

Florence COUNTY PROPERTIES

None as of __/__/2018
AGENDA ITEM: Boards & Commissions
Construction Board of Adjustments & Appeals

DEPARTMENT: County Council
Councilman Roger M. Poston

ISSUE UNDER CONSIDERATION:

ATTACHMENTS:
1. List of current County appointees to the Construction Board of Adjustments & Appeals.
CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

AUTHORITY: Ordinance #30-96/97; Ordinance #17-2003/04
APPOINTED BY: COUNTY COUNCIL

The Construction Board of Adjustment and Appeals shall consist of nine (9) members and two (2) alternates from the building industry. Such board members shall be composed of individuals with knowledge and experience in the technical codes. The Board shall have at least five (5) members from one of each of the following professions or disciplines:

1. Registered design professional with architectural experience or a builder or superintendent of building construction with at least ten years experience, five of which shall have been in responsible charge of work,
2. Registered design professional with structural engineering experience,
3. Registered design professional with mechanical and plumbing engineering experience or a mechanical contractor with at least ten years experience, five of which shall have been in responsible charge of work,
4. Registered design professional with electrical engineering experience or an electrical contractor with at least ten years experience, five of which shall have been in responsible charge of work,
5. Registered design professional with fire protection engineering experience or a fire protection contractor with at least ten years experience, five of which shall have been in responsible charge of work.

Terms of members are for four years. The two alternates shall serve two-year terms.

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<th>TERM TO EXPIRE</th>
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<tr>
<td>1</td>
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</tr>
<tr>
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<td>6/2006</td>
</tr>
<tr>
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<td>City Plumbing Company</td>
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<tr>
<td></td>
<td>933 Santiago Drive</td>
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<tr>
<td></td>
<td>P O Box 3812 (29502)</td>
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<tr>
<td></td>
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<tr>
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<td>Carolyn Mitchell</td>
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<tr>
<td></td>
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<td>662-6119 (O)</td>
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<td><a href="mailto:Ctmitchim27@yahoo.com">Ctmitchim27@yahoo.com</a></td>
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<td>Harry Driggers</td>
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<td>5</td>
<td>Bruce Jernigan</td>
<td>920 Wall Street</td>
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<tr>
<td>6</td>
<td>Dean Strickland</td>
<td>916 Double Dee Lane</td>
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<td></td>
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<tr>
<td>7</td>
<td>Howard Parnell</td>
<td>P O Box 12414</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>Scott Collins</td>
<td>Collins &amp; Associates Architecture, LLC</td>
</tr>
<tr>
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<tr>
<td>9</td>
<td>Phillip Dowling</td>
<td>3229 Lakeshore Drive</td>
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**ALTERNATES:**

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<td></td>
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<td>51714 Pamplico Hwy.</td>
<td>665-4270</td>
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</table>
AGENDA ITEM: Boards & Commissions
Florence County Museum Board

DEPARTMENT: County Council
Councilman Waymon Mumford

ISSUE UNDER CONSIDERATION:
Approve The Appointment Of Mary Gregg To Serve On The Florence County Museum Board, Representing Council District 7, With Appropriate Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Florence County Museum Board.
# FLORENCE COUNTY MUSEUM BOARD

**AUTHORITY:**
- Ordinance No. 29-2007/08
- Ordinance No. 10-2008/09
- Ordinance No. 12-2017/18

**APPOINTED BY:** County Council

The Florence County Museum Board (FCMB) shall consist of nine (9) members appointed by the County Council. Terms shall be for four (4) years or until successors are appointed and qualified. No member may serve more than two (2) consecutive terms.

<table>
<thead>
<tr>
<th>COUNCIL DISTRICT</th>
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<th>APPOINTEE</th>
<th>TERM EXPIRATION</th>
<th>Term</th>
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</table>
| 1                | 11/19/2015   | Jacqueline Mouzon  
223 Rae Street  
Lake City, SC 29560  
jm219@yahoo.com  
843.407.6020 (H)  
843.598.1430 (C) | 6/30/2020 | 2nd |
| 2                | 10/15/2015   | Murriel Calcutt  
P O Box 376  
Pamplico, SC 29583  
843.687.7631 | 6/30/2019 | 1st |
<p>| 3                |              | Vacant Due to Resignation | 6/30/2018 |
| 4                |              | Vacant Due to Resignation | 6/30/2020 |</p>
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<td>10/20/2016</td>
<td>John S. Harrell</td>
<td>2611 Sebery Lane, Florence, SC 29505</td>
<td>843.662.4926 (H), 843.992.7917 (C)</td>
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<tr>
<td>6</td>
<td>6/4/2009</td>
<td>Kevin Barth</td>
<td>2220 Timberlane Drive, Florence, SC 29506</td>
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<tr>
<td>7</td>
<td></td>
<td>Vacant Due to Resignation</td>
<td></td>
<td>6/30/2020</td>
</tr>
<tr>
<td>8</td>
<td>4/21/2016</td>
<td>Jumana Swindler</td>
<td>800 E. Cheves St., Ste. 150, Florence, SC 29506</td>
<td>843.777.5047 (W)</td>
</tr>
<tr>
<td>9</td>
<td>6/16/2016</td>
<td>Brenda Dorman</td>
<td>3812 W. Lake Drive, Florence, SC 29501</td>
<td>843.669.0503 (H), 843.621.4949 (C)</td>
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</table>

Andrew R. Stout, Director
Florence County Museum
111 W. Cheves St.
Florence, SC 29501
843.676.1200
AGENDA ITEM: Boards & Commissions
Florence County Museum Board

DEPARTMENT: County Council
Councilman Willard Dorriety, Jr.

ISSUE UNDER CONSIDERATION:

ATTACHMENTS:
1. List of current County appointees to the Florence County Museum Board.
FLORENCE COUNTY MUSEUM BOARD

AUTHORITY:

Ordinance No. 29-2007/08
Ordinance No. 10-2008/09
Ordinance No. 12-2017/18

APPOINTED BY:

County Council

The Florence County Museum Board (FCMB) shall consist of nine (9) members appointed by the County Council. Terms shall be for four (4) years or until successors are appointed and qualified. No member may serve more than two (2) consecutive terms.

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<th>TERM EXPIRATION</th>
<th>Term</th>
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<td>Jacqueline Mouzon</td>
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<td>2</td>
<td>10/15/2015</td>
<td>Murriel Calcutt</td>
<td>6/30/2019</td>
<td>1st</td>
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<td>P O Box 376</td>
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<td>3</td>
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<td>Vacant Due to Resignation</td>
<td>6/30/2020</td>
<td></td>
</tr>
</tbody>
</table>
5 10/20/2016 John S. Harrell 2611 Sebery Lane Florence, SC 29505 843.662.4926 (H) 843.992.7917 (C) 6/30/2019 1st

04/21/2011 reappt

7 Vacant Due to Resignation 6/30/2020

8 4/21/2016 Jumana Swindler 800 E. Cheves St., Ste. 150 Florence, SC 29506 6/30/2019 1st
  jumana@fairfieldhealth.org
  843.777.5047 (W)

9 6/16/2016 Brenda Dorman 3812 W. Lake Drive Florence, SC 29501 6/30/2018 1st
  843.669.0503 (H)
  843.621.4949 (C)

Andrew R. Stout, Director
Florence County Museum
111 W. Cheves St.
Florence, SC 29501
843.676.1200
AGENDA ITEM: Boards & Commissions
Policy Commission on Recreation

DEPARTMENT: County Council
Councilman H. Steven DeBerry, IV

ISSUE UNDER CONSIDERATION:
Approve The Re-Appointment Of William L. “Sam” Breeden, Jr. To Serve On The
Policy Commission On Recreation, Representing Council District 6, With Appropriate
Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Policy Commission on Recreation.
## POLICY COMMISSION ON RECREATION

**AUTHORITY**

ORDINANCES #04-81/82, #07-81/82, #16-01/02, #28-06/07

**APPOINTED BY:** COUNTY COUNCIL

Ten (10) members; nine (9) appointed by County Council, one (1) at-large recommended by the nine Commission members with County Council approval; staggered terms initially then for a term of four years, appointees holding office until successor is appointed and qualified.

<table>
<thead>
<tr>
<th>COUNCIL DIST.</th>
<th>APPOINTEE</th>
<th>TERM TO EXPIRE</th>
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<tbody>
<tr>
<td>1</td>
<td>Eric Sebnick, 1673 Olanta Hwy. Scranton, SC 29591</td>
<td>843 389-1761 (H) 6/2019</td>
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<td>2</td>
<td>Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583</td>
<td>843 493-2182 (H) 6/2010</td>
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<td>3</td>
<td>Kenny Lovette, 328 Magna Carta Road Florence, SC 29501</td>
<td>843 669-8312 (H) 6/2017</td>
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<td>4</td>
<td>Scott Poston, 3105 Crickentree Lane Florence, SC 29501</td>
<td>843 610.3152 6/2019</td>
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<td>5</td>
<td>Darryl Jackson, 3680 Breckridge Circle Florence, SC 29505</td>
<td>843 669-8221 (W) 6/2018</td>
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<td>6</td>
<td>William L. Breeden, Jr. 4721 Justine Drive Florence, SC 29506</td>
<td>843 662-9962 6/2017</td>
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<td>7</td>
<td>David Barr, 1704 N. Norwood Lane Florence, SC 29506</td>
<td>843 669.1052 6/2018</td>
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<td>8</td>
<td>Ronnie Connor, 3337 Sawgrass Drive Florence, SC 29505</td>
<td>843 665.8586 6/2018</td>
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<td>9</td>
<td>G. Geer Ward, Jr. 928 Swan Point Florence, SC 29501</td>
<td>843 667-4830 (H) 6/2017</td>
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Policy Commission on Recreation
03/16/17
AGENDA ITEM:  Boards & Commissions
        Senior Center Commission

DEPARTMENT:  County Council
        Councilman H. Steven DeBerry, IV

ISSUE UNDER CONSIDERATION:
Approve The Re-Appointment Of Mary Baker To Serve On The Senior Center Commission, Representing Council District 6, With Appropriate Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Senior Center Commission.
**SENIOR CENTER COMMISSION**

**AUTHORITY:**
ORDINANCE #10-2003/04 (Effective 10-21-03) and
ORDINANCE No. 03-2011/12 (Effective 10/20/11)

**APPOINTED BY:**
COUNTY COUNCIL

Nine (9) voting members nominated from each of the nine (9) Council districts. Terms are for four (4) years, except those initially appointed with staggered terms. Members shall be eligible to serve for two (2) consecutive terms.

<table>
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<tr>
<th>DIST.</th>
<th>APPOINTEE</th>
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<tbody>
<tr>
<td>1</td>
<td>Rutha Frieson</td>
<td>6/2019</td>
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<td></td>
<td>346 Carlisle Street</td>
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<td>2</td>
<td>Andrew Wilson</td>
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<td>6897 Francis Marion Road</td>
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<td>4</td>
<td>Bettie Huggins</td>
<td>6/2019</td>
</tr>
<tr>
<td></td>
<td>776 East Smith Street</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timmonsville, SC 29161</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Jean P. McPherson</td>
<td>6/2018</td>
</tr>
<tr>
<td></td>
<td>2404 Arthur Road</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29505</td>
<td></td>
</tr>
<tr>
<td></td>
<td>662-1843</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Jeanpm26@aol.com">Jeanpm26@aol.com</a></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Mary Baker</td>
<td>6/2017</td>
</tr>
<tr>
<td></td>
<td>2306 Lake View Drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29505</td>
<td></td>
</tr>
<tr>
<td></td>
<td>843 669-4756</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>LeVance McIver</td>
<td>6/2019</td>
</tr>
<tr>
<td></td>
<td>1522 N. Alpine Trail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29506</td>
<td></td>
</tr>
<tr>
<td></td>
<td>843-618-0733</td>
<td></td>
</tr>
</tbody>
</table>
8  Vacant  6/2018

9  Ruth Sandifer  6/2013
1103 Old Marion Hwy.  843-662-1282
Florence, SC 29506  
Lruthsandifer@sc.rr.com
AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Monthly Financial Reports Are Provided To Council For Fiscal Year 2018 Through December 31, 2017 As An Item For The Record.

ATTACHMENTS:
Copies of the monthly financial reports.
FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY18
07/01/17 TO 12/31/17

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>BUDGETED REVENUE</th>
<th>ACTUAL REVENUE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>39,842,035</td>
<td>32,615,013</td>
<td>7,227,022</td>
<td>18.14%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,344,250</td>
<td>590,550</td>
<td>753,700</td>
<td>56.07%</td>
</tr>
<tr>
<td>Fines &amp; Fees</td>
<td>3,008,220</td>
<td>1,172,224</td>
<td>1,835,996</td>
<td>61.03%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>6,019,583</td>
<td>1,852,947</td>
<td>4,166,636</td>
<td>69.22%</td>
</tr>
<tr>
<td>Sales and Other Functional</td>
<td>7,361,450</td>
<td>3,688,571</td>
<td>3,672,879</td>
<td>49.89%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>644,000</td>
<td>365,161</td>
<td>278,839</td>
<td>43.30%</td>
</tr>
<tr>
<td>Operating Transfers</td>
<td>(316,253)</td>
<td>264,839</td>
<td>(581,092)</td>
<td>183.74%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>57,903,285</strong></td>
<td><strong>40,549,305</strong></td>
<td><strong>17,353,980</strong></td>
<td><strong>29.97%</strong></td>
</tr>
</tbody>
</table>
### FLORENCE COUNTY GOVERNMENT
#### GENERAL FUND
#### REVENUE & EXPENDITURE REPORT FY18
#### 07/01/17 TO 12/31/17

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>BUDGETED EXPENDITURE</th>
<th>ACTUAL EXPENDITURE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-411-401 County Council</td>
<td>333,398</td>
<td>152,725</td>
<td>180,673</td>
<td>54.19%</td>
</tr>
<tr>
<td>10-411-402 Administrator</td>
<td>647,572</td>
<td>292,750</td>
<td>354,822</td>
<td>54.79%</td>
</tr>
<tr>
<td>10-411-403 Clerk of Court</td>
<td>1,768,523</td>
<td>817,270</td>
<td>951,253</td>
<td>53.79%</td>
</tr>
<tr>
<td>10-411-404 Solicitor</td>
<td>1,137,982</td>
<td>540,501</td>
<td>597,481</td>
<td>52.50%</td>
</tr>
<tr>
<td>10-411-405 Judge of Probate</td>
<td>626,690</td>
<td>306,450</td>
<td>320,240</td>
<td>51.10%</td>
</tr>
<tr>
<td>10-411-406 Public Defender</td>
<td>809,065</td>
<td>415,564</td>
<td>393,501</td>
<td>48.64%</td>
</tr>
<tr>
<td>10-411-407 Magistrates</td>
<td>2,369,603</td>
<td>1,065,665</td>
<td>1,304,138</td>
<td>55.03%</td>
</tr>
<tr>
<td>10-411-409 Legal Services</td>
<td>75,500</td>
<td>29,350</td>
<td>46,150</td>
<td>61.13%</td>
</tr>
<tr>
<td>10-411-410 Voter Registration &amp; Elections</td>
<td>699,390</td>
<td>241,865</td>
<td>457,525</td>
<td>65.42%</td>
</tr>
<tr>
<td>10-411-411 Finance</td>
<td>813,988</td>
<td>406,959</td>
<td>407,029</td>
<td>50.00%</td>
</tr>
<tr>
<td>10-411-412 Human Resources</td>
<td>434,187</td>
<td>181,953</td>
<td>252,234</td>
<td>58.09%</td>
</tr>
<tr>
<td>10-411-413 Procurement &amp; Vehicle Maintenance</td>
<td>953,643</td>
<td>478,767</td>
<td>474,847</td>
<td>49.79%</td>
</tr>
<tr>
<td>10-411-414 Administrative Services</td>
<td>408,460</td>
<td>195,016</td>
<td>213,444</td>
<td>52.26%</td>
</tr>
<tr>
<td>10-411-415 Treasurer</td>
<td>1,304,092</td>
<td>617,411</td>
<td>686,681</td>
<td>52.66%</td>
</tr>
<tr>
<td>10-411-416 Auditor</td>
<td>521,409</td>
<td>223,433</td>
<td>297,976</td>
<td>57.15%</td>
</tr>
<tr>
<td>10-411-417 Tax Assessor</td>
<td>1,364,863</td>
<td>630,200</td>
<td>734,663</td>
<td>53.83%</td>
</tr>
<tr>
<td>10-411-418 Planning and Building</td>
<td>1,866,353</td>
<td>870,642</td>
<td>995,711</td>
<td>53.35%</td>
</tr>
<tr>
<td>10-411-419 Complex</td>
<td>986,304</td>
<td>535,362</td>
<td>452,942</td>
<td>45.83%</td>
</tr>
<tr>
<td>10-411-420 Facilities Management</td>
<td>857,939</td>
<td>356,445</td>
<td>501,494</td>
<td>58.45%</td>
</tr>
<tr>
<td>10-411-427 Information Technology</td>
<td>2,528,230</td>
<td>1,326,640</td>
<td>1,601,590</td>
<td>54.69%</td>
</tr>
<tr>
<td>10-411-446 Veteran's Affairs</td>
<td>226,541</td>
<td>113,965</td>
<td>112,576</td>
<td>49.69%</td>
</tr>
<tr>
<td>10-411-480 Senior Citizen Centers</td>
<td>150,500</td>
<td>85,120</td>
<td>65,380</td>
<td>43.44%</td>
</tr>
<tr>
<td>10-411-482 Energy Savings Lease</td>
<td>506,927</td>
<td>161,594</td>
<td>325,333</td>
<td>64.18%</td>
</tr>
<tr>
<td>10-411-485 General Direct Assistance</td>
<td>293,077</td>
<td>170,185</td>
<td>122,892</td>
<td>41.93%</td>
</tr>
<tr>
<td>10-411-488 Contingency</td>
<td>923,844</td>
<td>700,172</td>
<td>223,672</td>
<td>24.21%</td>
</tr>
<tr>
<td>10-411-489 Employee Non-Departmental</td>
<td>526,572</td>
<td>390,642</td>
<td>135,930</td>
<td>25.81%</td>
</tr>
<tr>
<td>10-421-421 Sheriff's Office</td>
<td>17,193,908</td>
<td>8,618,822</td>
<td>8,575,086</td>
<td>49.87%</td>
</tr>
<tr>
<td>10-421-422 Emergency Management</td>
<td>3,083,904</td>
<td>1,296,285</td>
<td>1,787,619</td>
<td>57.97%</td>
</tr>
<tr>
<td>10-451-423 EMS</td>
<td>7,078,036</td>
<td>3,340,601</td>
<td>3,737,235</td>
<td>52.80%</td>
</tr>
<tr>
<td>10-451-424 Rescue Squads</td>
<td>362,000</td>
<td>107,954</td>
<td>254,046</td>
<td>70.18%</td>
</tr>
<tr>
<td>10-451-425 Coroner</td>
<td>406,481</td>
<td>182,044</td>
<td>224,437</td>
<td>55.21%</td>
</tr>
<tr>
<td>10-451-429 On-Site Clinic</td>
<td>165,416</td>
<td>67,758</td>
<td>97,658</td>
<td>59.04%</td>
</tr>
<tr>
<td>10-451-441 Health Department</td>
<td>76,852</td>
<td>57,116</td>
<td>19,736</td>
<td>25.68%</td>
</tr>
<tr>
<td>10-451-442 Environmental Services</td>
<td>935,931</td>
<td>500,405</td>
<td>435,526</td>
<td>46.53%</td>
</tr>
<tr>
<td>10-451-485 Health Direct Assistance</td>
<td>14,502</td>
<td>2,285</td>
<td>12,217</td>
<td>84.43%</td>
</tr>
<tr>
<td>10-461-485 Welfare - MIAP &amp; DSS</td>
<td>380,219</td>
<td>226,825</td>
<td>154,394</td>
<td>40.61%</td>
</tr>
<tr>
<td>10-471-451 Recreation</td>
<td>1,743,611</td>
<td>940,367</td>
<td>803,244</td>
<td>46.07%</td>
</tr>
<tr>
<td>10-471-455 County Library</td>
<td>3,736,071</td>
<td>1,818,590</td>
<td>1,917,481</td>
<td>51.32%</td>
</tr>
<tr>
<td>10-481-485 Literacy Council</td>
<td>4,515</td>
<td>1,129</td>
<td>3,386</td>
<td>75.00%</td>
</tr>
</tbody>
</table>

**TOTAL** 58,718,298 28,486,030 30,232,268 51.49%

Percent of Fiscal Year Remaining = 50.00%
### FLORENCE COUNTY
#### BUDGET REPORT - OTHER FUNDS
**CURRENT PERIOD: 07/01/17 TO 12/31/17**

<table>
<thead>
<tr>
<th></th>
<th>BUDGETED EXPENDITURE</th>
<th>YEAR TO DATE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
<th>BUDGETED REVENUE</th>
<th>YEAR TO DATE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 County Debt Service Fund</td>
<td>6,162,496</td>
<td>186,087</td>
<td>5,976,409</td>
<td>96.98%</td>
<td>6,162,496</td>
<td>5,528,017</td>
<td>634,479</td>
<td>10.30%</td>
</tr>
<tr>
<td>112 Economic Development Partnership Fund</td>
<td>459,933</td>
<td>185,509</td>
<td>274,424</td>
<td>59.67%</td>
<td>459,933</td>
<td>58,367</td>
<td>401,566</td>
<td>87.31%</td>
</tr>
<tr>
<td>123 Local Accommodations Tax Fund</td>
<td>2,747,965</td>
<td>1,281,906</td>
<td>1,468,059</td>
<td>53.35%</td>
<td>2,747,965</td>
<td>1,163,095</td>
<td>1,584,870</td>
<td>57.67%</td>
</tr>
<tr>
<td>124 Local Hospitality Tax Fund</td>
<td>1,435,594</td>
<td>815,862</td>
<td>619,732</td>
<td>43.17%</td>
<td>1,435,594</td>
<td>715,167</td>
<td>720,427</td>
<td>50.18%</td>
</tr>
<tr>
<td>131 District Utility Allocation Fund</td>
<td>400,000</td>
<td>13,019</td>
<td>386,981</td>
<td>96.75%</td>
<td>400,000</td>
<td>400,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>132 District Infrastructure Allocation Fund</td>
<td>850,000</td>
<td>51,555</td>
<td>798,445</td>
<td>93.93%</td>
<td>850,000</td>
<td>400,000</td>
<td>450,000</td>
<td>52.94%</td>
</tr>
<tr>
<td>151 Law Library Fund</td>
<td>36,056</td>
<td>8,216</td>
<td>27,840</td>
<td>77.21%</td>
<td>36,056</td>
<td>17,756</td>
<td>18,300</td>
<td>50.75%</td>
</tr>
<tr>
<td>153 Road System Maintenance Fee Fund</td>
<td>3,895,405</td>
<td>2,250,499</td>
<td>1,644,906</td>
<td>42.23%</td>
<td>3,895,405</td>
<td>1,570,114</td>
<td>2,325,291</td>
<td>59.69%</td>
</tr>
<tr>
<td>154 Victim/Witness Assistance Fund</td>
<td>202,801</td>
<td>92,467</td>
<td>110,334</td>
<td>54.41%</td>
<td>202,801</td>
<td>67,899</td>
<td>134,902</td>
<td>66.52%</td>
</tr>
<tr>
<td>421 Landfill Fund</td>
<td>4,356,334</td>
<td>1,477,087</td>
<td>2,879,247</td>
<td>66.09%</td>
<td>4,356,334</td>
<td>2,328,365</td>
<td>2,027,969</td>
<td>46.55%</td>
</tr>
<tr>
<td>431 E911 System Fund</td>
<td>4,684,516</td>
<td>2,660,894</td>
<td>2,023,622</td>
<td>43.20%</td>
<td>4,684,516</td>
<td>208,473</td>
<td>4,476,043</td>
<td>95.55%</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>25,231,100</strong></td>
<td><strong>9,023,101</strong></td>
<td><strong>16,207,999</strong></td>
<td><strong>64.24%</strong></td>
<td><strong>25,231,100</strong></td>
<td><strong>12,457,253</strong></td>
<td><strong>12,773,847</strong></td>
<td><strong>50.63%</strong></td>
</tr>
</tbody>
</table>

 Percent of Fiscal Year Remaining: 50.00%

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

_(See separate attachment for additional details.)_

$156,326,982
## Florence County Council
### District Allocation Balances
#### Beginning Balances as of 12/31/17

<table>
<thead>
<tr>
<th>Council District #</th>
<th>Type of Allocation</th>
<th>Beginning Budget FY17</th>
<th>Commitments &amp; Current Year Expenditures</th>
<th>Current Available Balances</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Infrastructure</td>
<td>111,902</td>
<td>27,238</td>
<td>84,664</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>266,502</td>
<td>3,850</td>
<td>262,652</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>58,488</td>
<td>10,220</td>
<td>48,268</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>2</td>
<td>Infrastructure</td>
<td>70,011</td>
<td>3,738</td>
<td>66,273</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>229,226</td>
<td>3,500</td>
<td>225,726</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>2,606</td>
<td>-</td>
<td>2,606</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>3</td>
<td>Infrastructure</td>
<td>58,584</td>
<td>15,398</td>
<td>43,186</td>
</tr>
<tr>
<td></td>
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<td>107,493</td>
<td>1,611</td>
<td>105,882</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>21,371</td>
<td>-</td>
<td>21,371</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>4</td>
<td>Infrastructure</td>
<td>116,802</td>
<td>8,716</td>
<td>108,086</td>
</tr>
<tr>
<td></td>
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<td>377,721</td>
<td>1,611</td>
<td>376,110</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>42,644</td>
<td>-</td>
<td>42,644</td>
</tr>
<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
</tr>
<tr>
<td>5</td>
<td>Infrastructure</td>
<td>31,947</td>
<td>11,234</td>
<td>20,713</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>216,738</td>
<td>50,222</td>
<td>166,516</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>-</td>
<td>-</td>
<td>-</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>227,041</td>
<td>17,099</td>
<td>209,942</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>192,706</td>
<td>5,623</td>
<td>187,083</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>89,404</td>
<td>33,396</td>
<td>56,008</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>105,926</td>
<td>1,611</td>
<td>104,315</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
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<td>31,642</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>49,538</td>
<td>16,848</td>
<td>32,690</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>165,846</td>
<td>56,996</td>
<td>108,850</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>-</td>
<td>-</td>
<td>-</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>59,317</td>
<td>8,960</td>
<td>50,357</td>
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<td></td>
<td>Paving</td>
<td>58,469</td>
<td>38,296</td>
<td>20,173</td>
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<tr>
<td></td>
<td>Utility</td>
<td>-</td>
<td>-</td>
<td>-</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 December 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>
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<tr>
<td>US 378 Widening</td>
<td>$138,751,620.00</td>
<td>$5,931,793.70</td>
<td>$10,747,096.56</td>
<td>$77,238,678.85</td>
<td>$93,917,569.11</td>
<td>$44,834,050.89</td>
<td>67.69%</td>
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<tr>
<td>US 76 Widening</td>
<td>$31,641,621.00</td>
<td>$3,223,460.38</td>
<td>$2,701,714.59</td>
<td>$17,534,816.07</td>
<td>$23,459,991.04</td>
<td>$8,181,629.96</td>
<td>74.14%</td>
</tr>
<tr>
<td>TV Road Widening</td>
<td>$34,519,290.00</td>
<td>$2,350,371.29</td>
<td>$2,645,733.28</td>
<td>$26,659,966.00</td>
<td>$31,656,070.57</td>
<td>$2,863,219.43</td>
<td>91.71%</td>
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<tr>
<td>SC 51 Widening</td>
<td>$151,533,817.00</td>
<td>$3,928,713.81</td>
<td>$9,479,208.28</td>
<td>$35,830,936.10</td>
<td>$49,238,858.19</td>
<td>$102,294,958.81</td>
<td>32.49%</td>
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<tr>
<td>US 301 Bypass Extension</td>
<td>$73,464,146.00</td>
<td>$2,954,204.54</td>
<td>$23,249.01</td>
<td>$18,697.00</td>
<td>2,996,150.55</td>
<td>$70,467,995.45</td>
<td>4.08%</td>
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<tr>
<td></td>
<td><strong>$447,587,262.00</strong></td>
<td><strong>$19,008,840.81</strong></td>
<td><strong>$26,821,999.52</strong></td>
<td><strong>$171,513,073.98</strong></td>
<td><strong>$217,433,914.31</strong></td>
<td><strong>$230,153,347.69</strong></td>
<td><strong>48.58%</strong></td>
</tr>
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<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Revenue Budget</th>
<th>Received/Earned to Date</th>
<th>Balance To Be Rcvd/Earned</th>
<th>Balance % Rcvd/Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Project Sales Tax</td>
<td>$148,000,000.00</td>
<td>$144,702,128.85</td>
<td>$144,702,128.85</td>
<td>100.00%</td>
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<tr>
<td>Sales Tax Interest Earnings</td>
<td>$0</td>
<td>$11,624,853.61</td>
<td>$3,297,871.15</td>
<td>105.63%</td>
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<tr>
<td>Earned State SIB Fund Match</td>
<td>$250,000,000.00</td>
<td>$250,000,000.00</td>
<td>$3,297,871.15</td>
<td>100.00%</td>
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<tr>
<td></td>
<td><strong>$398,000,000.00</strong></td>
<td><strong>$406,326,982.46</strong></td>
<td><strong>$3,297,871.15</strong></td>
<td><strong>102.09%</strong></td>
</tr>
</tbody>
</table>

**NOTE 1:** Revenue Received/Earned to Date is as of December 31, 2015, since capital project sales tax and interest is received from the state on a quarterly basis.

**NOTE 2:** Merchant collection of sales tax concluded on April 30, 2014.
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Bond proceeds</td>
<td>$124,840,280.25</td>
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<tr>
<td>Interest earnings through December 31, 2017</td>
<td>$918,818.66</td>
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<tr>
<td>Ballfield lighting lease proceeds</td>
<td>$500,000.00</td>
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<tr>
<td>Local contributions</td>
<td>$80,889.40</td>
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<tr>
<td><strong>Total available</strong></td>
<td><strong>$126,339,988.31</strong></td>
</tr>
<tr>
<td>Expenditures through 12/31/17*</td>
<td><strong>$92,375,881.03</strong></td>
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<tr>
<td>Outstanding purchase orders as of 12/31/17*</td>
<td><strong>$7,290,961.93</strong></td>
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<tr>
<td><strong>Total expended/committed</strong></td>
<td><strong>$99,666,842.96</strong></td>
</tr>
<tr>
<td><strong>Total remaining</strong></td>
<td><strong>$26,673,145.35</strong></td>
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* See detail report for expenditures and purchase orders by project
<table>
<thead>
<tr>
<th>Project #</th>
<th>Type</th>
<th>District Entity</th>
<th>Project Description</th>
<th>Location</th>
<th>Approved Funds</th>
<th>Division Totals</th>
<th>Expended as of 0/S</th>
<th>O/S Purchase</th>
<th>Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Building</td>
<td>Johnsonville Rural Fire District</td>
<td>New Main Station</td>
<td>Highway 41/61</td>
<td>$1,800,000.00</td>
<td>$1,797,026.86</td>
<td>$1,800,000.00</td>
<td>$1,797,026.86</td>
<td>$1,797,026.86</td>
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<tr>
<td>2</td>
<td>Building</td>
<td>Johnsonville Rural Fire District</td>
<td>New Kingsburg station</td>
<td></td>
<td>$600,000.00</td>
<td>$600,000.00</td>
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<td>$600,000.00</td>
<td>$600,000.00</td>
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<tr>
<td>3</td>
<td>Building</td>
<td>Windy Hill Fire District</td>
<td>New Guilty Station</td>
<td></td>
<td>$1,800,000.00</td>
<td></td>
<td>$1,800,000.00</td>
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<tr>
<td>4</td>
<td>Building</td>
<td>Howe Springs Fire District</td>
<td>New Main Station</td>
<td></td>
<td>$2,922,816.43</td>
<td>$493,438.85</td>
<td>$2,922,816.43</td>
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<tr>
<td>5</td>
<td>Building</td>
<td>South Lynches Fire District</td>
<td>Classroom, Logistics, &amp; Maintenance Facility</td>
<td></td>
<td>$827,741.55</td>
<td>$1,406.25</td>
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<td>$1,406.25</td>
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<td>6</td>
<td>Building</td>
<td>South Lynches Fire District</td>
<td>Upgrades to Station One Facilities</td>
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<td>$998,437.67</td>
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<td>Building</td>
<td>South Lynches Fire District</td>
<td>Upgrades to Nine Fire Stations</td>
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<td>$493,807.16</td>
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<td>8</td>
<td>Building</td>
<td>West Florence Fire District</td>
<td>New Station on Hoffmayer Road</td>
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<td>$1,500,000.00</td>
<td>$1,515,354.80</td>
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<tr>
<td>9</td>
<td>Building</td>
<td>West Florence Fire District</td>
<td>Addition to Station One</td>
<td>Pine Needles Road</td>
<td>$1,000,000.00</td>
<td>$42,629.22</td>
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<tr>
<td>10</td>
<td>Building</td>
<td>Hannah Salem Fire FRIEND</td>
<td>New Stations at Friendfield &amp; Flemingtown</td>
<td></td>
<td>$1,744,695.98</td>
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<td>$1,744,695.98</td>
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<tr>
<td>11</td>
<td>Building</td>
<td>Hannah Salem Fire FRIEND</td>
<td>Upgrade Stations One and Two</td>
<td></td>
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<td>$1,400,000.00</td>
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<td>Upgrade Stations Three and Four</td>
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<td>Chanta Rural Fire District</td>
<td>Upgrade Main Station</td>
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<tr>
<td>14</td>
<td>Building</td>
<td>Sanders Timmonsville Fire</td>
<td>Station One addition Living &amp; Training</td>
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<td>15</td>
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<td>Sanders Timmonsville Fire</td>
<td>New Cartersville Station</td>
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<td>Building</td>
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<td>Timmonsville Rescue Squad Building</td>
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<td>EMS Station Timmonsville</td>
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<td>EMS Station Florence</td>
<td>Schiltz Drive</td>
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<tr>
<td>19</td>
<td>Building/Equipment</td>
<td>Florence County</td>
<td>Radio Upgrades - all Emergency Management Facilities</td>
<td>Law Enforcement Complex</td>
<td>$15,000,000.00</td>
<td>$14,766,748.07</td>
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<td>$14,755,210.00</td>
<td>$1,250,000.00</td>
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<td>20</td>
<td>Building/Equipment</td>
<td>Florence County</td>
<td>New Emergency Operations Center Building</td>
<td>Law Enforcement Complex</td>
<td>$4,935,251.00</td>
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<td>$4,935,251.00</td>
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<td>21</td>
<td>Equipment</td>
<td>Florence County</td>
<td>Replacement of Boilers &amp; Water Heaters at County Jail</td>
<td>Law Enforcement Complex</td>
<td>$800,000.00</td>
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<td>$800,000.00</td>
<td>$800,000.00</td>
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<tr>
<td>22</td>
<td>Equipment</td>
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<td>Flex Units &amp; Safety upgrades at County Jail</td>
<td>Law Enforcement Complex</td>
<td>$189,600.00</td>
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<td>Building</td>
<td>Florence County</td>
<td>New Storage Building</td>
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<td>24</td>
<td>Building</td>
<td>Florence County</td>
<td>New K-9 Training Facility</td>
<td>Law Enforcement Complex</td>
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<td>25</td>
<td>Building</td>
<td>Florence County</td>
<td>Renovations at Law Enforcement Complex</td>
<td>Law Enforcement Complex</td>
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<tr>
<td>26</td>
<td>Building</td>
<td>Florence County</td>
<td>Renovation of Vacated Space at County Complex</td>
<td>County Complex Building</td>
<td>$5,200,000.00</td>
<td>$4,910,121.56</td>
<td>$4,901,215.94</td>
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<td>$88,615.20</td>
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<tr>
<td>27</td>
<td>Water Line</td>
<td>Town of Coward</td>
<td>Salem Road/McAllister Mill Rd/Sand Hills Water Loop</td>
<td></td>
<td>$750,000.00</td>
<td>$510,584.09</td>
<td></td>
<td>$510,584.09</td>
<td>$510,584.09</td>
</tr>
<tr>
<td>28</td>
<td>Water Line</td>
<td>Town of Coward</td>
<td>Union School Road To Brantton Water System</td>
<td></td>
<td>$245,000.00</td>
<td>$245,000.00</td>
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<td>$245,000.00</td>
<td>$245,000.00</td>
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<tr>
<td>29</td>
<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 55 Fire Hydrants for Windy Hill Fire District</td>
<td></td>
<td>$250,000.00</td>
<td>$249,927.76</td>
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<tr>
<td>30</td>
<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for West Florence Fire District</td>
<td></td>
<td>$250,000.00</td>
<td>$246,971.24</td>
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<tr>
<td>31</td>
<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for Howe Springs Fire District</td>
<td></td>
<td>$250,000.00</td>
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<td>$249,773.76</td>
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<td>32</td>
<td>Water Line</td>
<td>City of Lake City</td>
<td>Indiantown Road/ Cameron Road Water Loop</td>
<td></td>
<td>$690,000.00</td>
<td>$318,141.54</td>
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<td>33</td>
<td>Water Line</td>
<td>City of Lake City</td>
<td>Burch Rd/Old Georgetown Rd/Camerontown Rt Water Loop</td>
<td></td>
<td>$593,000.00</td>
<td>$191,331.71</td>
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<td>Water Line</td>
<td>City of Lake City</td>
<td>Frierson Road/O’Shay Road Water Loop</td>
<td></td>
<td>$250,000.00</td>
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<td>$249,015.23</td>
<td>$249,015.23</td>
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<tr>
<td>35</td>
<td>Water Line</td>
<td>Town of Olanta</td>
<td>Central Road/Hood St. Water Loop</td>
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<td>$433,053.23</td>
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<td>36</td>
<td>Water Line</td>
<td>Town of Olanta</td>
<td>Butler Scurry Road/McKenzie Road Water Loop</td>
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<td>$407,792.22</td>
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<td>$407,792.22</td>
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<td>37</td>
<td>Water Line</td>
<td>Town of Olanta</td>
<td>Olanta Fire Station Water Extension</td>
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<td>38</td>
<td>Water Line</td>
<td>Town of Scranton</td>
<td>Anderson Bridge Road Water Extension</td>
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<td>$140,000.00</td>
<td>$140,034.99</td>
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<td>$140,034.99</td>
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<tr>
<td>39</td>
<td>Building</td>
<td>Florence County</td>
<td>Veteran Affairs County Administration Building</td>
<td>National Cemetery Road</td>
<td>$1,200,000.00</td>
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<tr>
<td>Project #</td>
<td>Type</td>
<td>District</td>
<td>Entity</td>
<td>Project Description</td>
<td>Location</td>
<td>Approved Funds</td>
<td>Division Totals</td>
<td>Expended as of</td>
<td>O/S Purchase</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------</td>
<td>--------------------</td>
<td>-------------------</td>
<td>----------------------------------------------------------</td>
<td>-----------------------------------------------</td>
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</tr>
<tr>
<td>40</td>
<td>Corridor Enhancements</td>
<td>City of Florence</td>
<td>Darlington St.</td>
<td>National Cemetery Road</td>
<td>Lucas St. to Cherokee Rd.</td>
<td>$4,178,957.25</td>
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<tr>
<td>44</td>
<td>Corridor Enhancements</td>
<td>City of Florence</td>
<td>Stephens St.</td>
<td>Park Ave.</td>
<td>Dargan St. to McQueen Rd.</td>
<td>$32,476.30</td>
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<tr>
<td>46</td>
<td>Corridor Enhancements</td>
<td>City of Florence</td>
<td>Pine St.</td>
<td>Pine St. To Timrod Park Dr.</td>
<td>Dargan St. to McQueen Rd.</td>
<td>$45,699.88</td>
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<tr>
<td>47</td>
<td>Corridor Enhancements</td>
<td>City of Florence</td>
<td>Cedar St.</td>
<td>Cedar St. To Park Ave.</td>
<td>Dargan St. to McQueen Rd.</td>
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<td>Gracelyn Cr.</td>
<td>N. Matthews Rd. to ???</td>
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<td>Calvin St.</td>
<td>Gracelyn Cr. to ???</td>
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<td>Major Rd.</td>
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<td>Fairview St. to Graham Rd.</td>
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<td>N. Carmontown Rd. to end of road</td>
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<td>Green Haven Ave. to Davis St.</td>
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<td>W. Cote Rd.</td>
<td>Davis St. to Maxie Thomas Rd.</td>
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<td>LC Manned Conv. Service Area on Lake City Landfill Rd.</td>
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<td>Lancelot Way</td>
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<td>Byrd St.</td>
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<td>Fountain St.</td>
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<td>Mill St. to Railroad Ave.</td>
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<td>Parking and Roads at Lake City Sports Complex</td>
<td>S. Blinding St. to Graham Rd.</td>
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<td>Wetherby Ln.</td>
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<td>Traffic Signals</td>
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<td>Botany and Jefferson on W. Palmeto</td>
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<td>Traffic Signals</td>
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<td>Third Loop Rd. and McCown Dr.</td>
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<td>$ 145,000,000.00</td>
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AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Museum

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve An Amount Not To Exceed $75,000.00 From Local Hospitality Tax Fund Fund Balance For The Fabrication Of The Required Mounts And Site Work Required To Display The CSS Pee Dee Guns That Were Recovered From The Pee Dee Gunboat.

POINTS TO CONSIDER:
1. In 2008, a grant was awarded to the University of South Carolina Institute of Archaeology and Anthropology to locate, retrieve, conserve and display objects relating to the Mars Bluff Navy Yard. After conservation, items retrieved from the Great Pee Dee River would be displayed in Florence County at a location to be determined.
2. In 2014, a long-term loan agreement was executed between the United States of America and Florence County for the display of items relating to the Pee Dee Gunboat at the Florence County Veterans Affairs facility. The agreement provided that Florence County would be responsible for the funding for the cost to display the cannons.
3. In 2015, three cannons were recovered from the Great Pee Dee River and transported to the Clemson University, Warren Lasch Conservation Center in North Charleston, South Carolina for conservation.
4. In the fall of 2017, Andrew Stout of the Florence County Museum was notified that one 6.4-in Booke rifle, one 7-in. Brooke rifle, and one 9-in Dahlgren smoothbore, weighing 9193 lbs., 10,600 lbs., and 15,000 lbs. respectively, would be ready for transport and mounting in the spring of 2018.
5. Three mounts must be fabricated in order to display the cannons. The estimated time for fabrication has been given at three to five months.

FUNDING FACTORS:
$75,000 = Estimated cost for the fabrication of the mounts for the CSS Pee Dee cannons to be displayed at the Florence County Veterans Affairs facility to be funded from Local Hospitality Tax Fund fund balance.

OPTIONS:
1) (Recommended). Approve as presented.
2) Provide an alternate directive.
AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Public Works

ISSUE UNDER CONSIDERATION: Request for Council To Award Bid No. 16-17/18 For 6” MBC Stone For District 2 Roads (Phase II) To Green Dream International, LLC Of Alexandria, VA In The Amount Of $410,661.60 To Be Funded From The Capital Project Sales Tax II Funds. (6 Compliant Bids Received).

POINTS TO CONSIDER:
1) The Bid was advertised in SCBO on Thursday, January 11, 2018. The bid opening was held on Tuesday, January 30, 2018. Six (6) bids were received; six (6) bids were compliant. Green Dream International, LLC was the lowest responsible, responsive bidder.
2) Todd Warren, CPST II Program Manager of Davis & Floyd recommends awarding to the low bidder.
3) Carlie Gregg, Public Works Director recommends awarding to the low bidder.

FUNDING FACTORS:
$410,661.60 = Total amount to be funded from the Capital Project Sales Tax II -District 2 additional roads under account number 332-441-436-200-9702.

OPTIONS:
1) Award Bid No. 16-17/18 (Recommended).
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.
3) Bid Recommendation Letter from Carlie Gregg dated February 1, 2018.
Florence County, South Carolina  
Project: MBC Stone for District 2 Roads  
(Phase II)  

Bid Opening Date: 1/30/2018  
Time: 3:30 p.m.

Tabulation for Bid No. 16-17/18

<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Primary Bid***</th>
<th>Maximum Local 5% Deduction*</th>
<th>Primary Bid w/Local Deduction</th>
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<tbody>
<tr>
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<td>$410,661.60</td>
<td>N/A</td>
<td>$410,661.60</td>
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<td>Heritage Hauling, Inc.  Conway, SC</td>
<td>$433,312.00</td>
<td>N/A</td>
<td>$433,312.00</td>
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<tr>
<td>Kirven Construction, Inc. - Darlington, SC</td>
<td>$433,312.00</td>
<td>N/A</td>
<td>$433,312.00</td>
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<td>C. R. Jackson - Florence, SC*</td>
<td>$630,272.00</td>
<td>-$10,000.00</td>
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</table>

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**8% Sales Tax Included
Memorandum – January 31, 2018

To: Rusty Smith
   Florence County Administrator

From: Todd Warren
   CPST II Program Administrator

Re: Recommendation for Award of 6” MBC Stone for District 2 Roads (Phase II)
    Bid # 16-17/18

Bids were received January 30, 2018 for the placement of 6” MBC Stone on the following roads in District 2 as part of the CPST II Program.

<table>
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<tr>
<th>Road</th>
<th>Bid Quantity</th>
<th>Bid Amount</th>
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</thead>
<tbody>
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<td>Bluff Road</td>
<td>885 tons</td>
<td>$18,452.25</td>
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<tr>
<td>Dunk Road</td>
<td>1,890 tons</td>
<td>$39,406.50</td>
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<td>Fox Hill Road</td>
<td>1,190 tons</td>
<td>$24,811.50</td>
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<tr>
<td>Henneghan Road</td>
<td>3,150 tons</td>
<td>$65,677.50</td>
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<tr>
<td>Indigo Landing Road</td>
<td>3,909 tons</td>
<td>$81,502.65</td>
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<tr>
<td>Par One Road</td>
<td>476 tons</td>
<td>$9,924.60</td>
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<td>Ralph Jones Road</td>
<td>3,115 tons</td>
<td>$64,947.75</td>
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<tr>
<td>Redgate Road</td>
<td>1,732 tons</td>
<td>$36,112.20</td>
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<td>Tarte Road</td>
<td>2,824 tons</td>
<td>$58,880.40</td>
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<tr>
<td>Twin Oak Road</td>
<td>525 tons</td>
<td>$10,946.25</td>
</tr>
<tr>
<td>Bid Quantity</td>
<td>19,696 tons</td>
<td>$410,661.60</td>
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</tbody>
</table>

I recommend for Council to Award Bid No. 16-17/18, 6” MBC Stone for District 2, in the amount of $410,661.60 to Green Dream International, LLC from Capital Project Sales Tax II Funds.
MEMORANDUM

TO: Patrick Fletcher, Procurement Director
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: February 1, 2018
RE: Bid #16-17/18

I recommend for Council to Award Bid No. 16-17/18, 6" MBC Stone for District 2, in the amount of $410,661.00 to Green Dream International, LLC from Capital Project Sales Tax II Funds.

If I can be of further assistance, please give me a call.

ACGJR/ig
AGENDA ITEM:  Reports to Council  
Bid Award

DEPARTMENT:  Procurement  
Public Works

ISSUE UNDER CONSIDERATION:  Request for Council To Award Bid No. 17-17/18  
For 6" MBC Stone For District 6 To Green Dream International, LLC Of Alexandria, VA  
In The Amount Of $283,038.75 To Be Funded From The Capital Project Sales Tax II Funds. (7 Compliant Bids Received).

POINTS TO CONSIDER:
1) The Bid was advertised in SCBO on Thursday, January 12, 2018. The bid opening  
was held on Tuesday, January 30, 2018. Seven (7) bids were received; seven (7) bids  
were compliant. Green Dream International, LLC was the lowest responsible,  
responsive bidder.  
2) Todd Warren, CPST II Program Manager of Davis & Floyd recommends awarding to  
the low bidder.  
3) Carlie Gregg, Public Works Director recommends awarding to the low bidder.

FUNDING FACTORS:
$283,038.75 = Total amount to be funded from the Capital Project Sales Tax II -District 6  
additional roads under account number 332-441-436-600-9702.

OPTIONS:
1) Award Bid No.  17-17/18 (Recommended).  
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.  
3) Bid Recommendation Letter from Carlie Gregg dated February 1, 2018.
Florence County, South Carolina  
Bid Opening Date: 1/30/2018  
Time: 4:00 p.m.  

**Project:** MBC Stone for District 6 Roads

<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Primary Bid**</th>
<th>Maximum Local 5% Deduction*</th>
<th>Primary Bid w/Local Deduction</th>
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<tbody>
<tr>
<td>Green Dream International, LLC - Alexandria, VA</td>
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<td>Heritage Hauling, Inc. Conway, SC</td>
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<tr>
<td>Kirven Construction, Inc. - Darlington, SC</td>
<td>$298,650.00</td>
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<td>$298,650.00</td>
</tr>
<tr>
<td>Crowley Houldings, LLC - New Orleans, LA</td>
<td>$311,953.50</td>
<td>N/A</td>
<td>$311,953.50</td>
</tr>
<tr>
<td>Palmetto Corp. of Conway - Florence, SC*</td>
<td>$367,475.25</td>
<td>-$10,000.00</td>
<td>$357,475.25</td>
</tr>
<tr>
<td>C. R. Jackson - Florence, SC*</td>
<td>$434,400.00</td>
<td>-$10,000.00</td>
<td>$424,400.00</td>
</tr>
<tr>
<td>Gill Trucking, LLC - Charleston, SC</td>
<td>$482,048.25</td>
<td>N/A</td>
<td>$482,048.25</td>
</tr>
</tbody>
</table>

**Notes:**
*5% Local Preference-Florence County Code, Section 11.5-39  
**Bid includes sales tax**
Memorandum – January 31, 2018

To: Rusty Smith
Florence County Administrator

From: Todd Warren
CPST II Program Administrator

Re: Recommendation for Award of 6” MBC Stone for District 6 Roads
Bid # 17-17/18

Bids were received January 30, 2018 for the placement of 6” MBC Stone on the following roads in District 6 as part of the CPST II Program.

<table>
<thead>
<tr>
<th>Road</th>
<th>Bid Quantity</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dunaway Drive</td>
<td>1,557 tons</td>
<td>$ 32,463.45</td>
</tr>
<tr>
<td>Mill Branch Road</td>
<td>4,117 tons</td>
<td>$ 85,839.45</td>
</tr>
<tr>
<td>Pine Bluff Road</td>
<td>4,522 tons</td>
<td>$ 94,283.70</td>
</tr>
<tr>
<td>E. Stardust Road</td>
<td>1,351 tons</td>
<td>$ 28,168.35</td>
</tr>
<tr>
<td>Sam Grover Road</td>
<td>1,608 tons</td>
<td>$ 33,526.80</td>
</tr>
<tr>
<td>Sandbed Road</td>
<td>420 tons</td>
<td>$ 8,757.00</td>
</tr>
</tbody>
</table>

Bid Quantity 13,575 tons $283,038.75

I recommend for Council to Award Bid No. 17-17/18, 6” MBC Stone for District 6, in the amount of $283,038.75 to Green Dream International, LLC from Capital Project Sales Tax II Funds.
MEMORANDUM

TO: Patrick Fletcher, Procurement Director

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

DATE: February 1, 2018

RE: Bid #17-17/18

I recommend for Council to Award Bid No. 17-17/18, 6" MBC Stone for District 6, in the amount of $283,038.75 to Green Dream International, LLC from Capital Project Sales Tax II Funds.

If I can be of further assistance, please give me a call.

ACG,JR/jg
AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Public Works

ISSUE UNDER CONSIDERATION: Request for Council To Award Bid No. 18-17/18 For 6” MBC Stone For District 2 (Phase III) To Kirven Construction, Inc. Of Darlington, SC In The Amount Of $307,017.00 To Be Funded From The Capital Project Sales Tax II Funds. (7 Compliant Bids Received).

POINTS TO CONSIDER:
1) The Bid was advertised by SCBO on Thursday, January 12, 2018. The bid opening was held on Tuesday, January 30, 2018. Seven (7) bids were received; seven (7) bids were compliant. Kirven Construction, Inc. was the lowest responsible, responsive bidder.
2) Todd Warren, CPST II Program Manager of Davis & Floyd recommends awarding to the low bidder.
3) Carlie Gregg, Public Works Director recommends awarding to the low bidder.

FUNDING FACTORS:
$307,017.00 = Total amount to be funded from the Capital Project Sales Tax II -District 2 additional roads under account number 332-441-436-200-9702.

OPTIONS:
1) Award Bid No. 18-17/18 (Recommended).
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.
3) Bid Recommendation Letter from Carlie Gregg dated February 1, 2018.
<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Primary Bid**</th>
<th>Maximum Local 5% Deduction*</th>
<th>Primary Bid w/Local Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirven Construction, Inc. - Darlington, SC</td>
<td>$307,017.00</td>
<td>N/A</td>
<td>$307,017.00</td>
</tr>
<tr>
<td>Green Dream International, LLC - Alexandria, VA</td>
<td>$308,496.00</td>
<td>N/A</td>
<td>$308,496.00</td>
</tr>
<tr>
<td>Heritage Hauling, Inc. Conway, SC</td>
<td>$330,246.72</td>
<td>N/A</td>
<td>$330,246.72</td>
</tr>
<tr>
<td>Crowley Holdings, LLC - New Orleans, LA</td>
<td>$336,313.00</td>
<td>N/A</td>
<td>$336,313.00</td>
</tr>
<tr>
<td>Palmetto Corp. of Conway - Florence, SC*</td>
<td>$396,828.72</td>
<td>-$10,000.00</td>
<td>$386,828.72</td>
</tr>
<tr>
<td>C. R. Jackson - Florence, SC*</td>
<td>$473,472.00</td>
<td>-$10,000.00</td>
<td>$463,472.00</td>
</tr>
<tr>
<td>Gill Trucking, LLC - Charleston, SC</td>
<td>$525,405.96</td>
<td>N/A</td>
<td>$525,405.96</td>
</tr>
</tbody>
</table>

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax
Memorandum – January 31, 2018

To: Rusty Smith
Florence County Administrator

From: Todd Warren
CPST II Program Administrator

Re: Recommendation for Award of 6” MBC Stone for District 2 (Phase III) Roads
Bid # 18-17/18

Bids were received January 30, 2018 for the placement of 6” MBC Stone on the following roads in District 2 as part of the CPST II Program.

<table>
<thead>
<tr>
<th>Road</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bethany Road</td>
<td>1,367 tons</td>
<td>$ 28,365.25</td>
</tr>
<tr>
<td>Courtney Point Road</td>
<td>1,260 tons</td>
<td>$ 26,145.00</td>
</tr>
<tr>
<td>Dowdys Road</td>
<td>1,344 tons</td>
<td>$ 27,888.00</td>
</tr>
<tr>
<td>Eaddy Ford Cemetery Road</td>
<td>980 tons</td>
<td>$ 20,335.00</td>
</tr>
<tr>
<td>Fox Bay Road</td>
<td>3,836 tons</td>
<td>$ 79,597.00</td>
</tr>
<tr>
<td>Harvest Road</td>
<td>3,157 tons</td>
<td>$ 65,507.75</td>
</tr>
<tr>
<td>Plantation Road</td>
<td>2,852 tons</td>
<td>$ 59,179.00</td>
</tr>
</tbody>
</table>

**Bid Quantity**: 14,796 tons **$307,017.00**

I recommend for Council to Award Bid No. 18-17/18, 6” MBC Stone for District 2, in the amount of $307,017.00 to Kirven Construction, Inc. from Capital Project Sales Tax II Funds.
TO: Patrick Fletcher, Procurement Director
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: February 1, 2018
RE: Bid #18-17/18

I recommend for Council to Award Bid No. 18-17/18, 6" MBC Stone for District 2, in the amount of $307,017.00 to Kirven Construction, Inc. from Capital Project Sales Tax II Funds.

If I can be of further assistance, please give me a call.

ACG,JR/ig
FLORENCE COUNTY COUNCIL MEETING
Proposed Additions to the Agenda
February 15, 2018

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance
Facilities

ISSUE UNDER CONSIDERATION:
Authorize The Purchase Of A 2017 Chevrolet Express Van From Love Chevrolet For The Facilities Department In The Amount Of $28,137 From The Complex Capital Project Fund, To Replace An Existing Pickup Truck That Is Operationally Inefficient.

POINTS TO CONSIDER:
1. One of the vehicles being used by the Facilities Department is a 2008 Ford F-150 pickup truck with over 120,000 miles, which was transferred to Facilities from another department.
2. This truck is operationally inefficient and, in addition, its transmission is beginning to fail.
3. Facilities staff has identified a Chevrolet Express Van on state contract from Love Chevrolet that is currently in dealer inventory. This van will be much more operationally efficient, as it contains various shelves and bins for storage of numerous items used by the Facilities Department on a daily basis.

FUNDING FACTORS:
1. Cost of work van is $28,137.
2. Funds are available in the Complex Capital Project Fund.

OPTIONS:
1. (Recommended) Approve as presented.
2. Provide an alternate directive.
AGENDA ITEM: Other Business
   Infrastructure Project
   Council Districts 3, 6, & 7

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve The Expenditure In An Amount Up To $3,000.00 From Council Districts 3, 6, & 7
Infrastructure Funding Allocation ($1,000 From Each District) To Replace Two Portable
Pitching Mounds And One Batting Cage Net At Francis Marion Recreation Park.

FUNDING SOURCE:
XXX Infrastructure
___ Road System Maintenance
___ Utility

SIGNED:
Requested by Councilmember Al Bradley, District 3

Requested by Councilman H. Steven DeBerry, IV District 6

Requested by Councilman Waymon Mumford, District 7

ATTACHMENTS:
None

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

Connie Y. Haselden, Clerk to Council
AGENDA ITEM: Other Business
Infrastructure Project
Council District 5

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve the expenditure in an amount up to $5,000.00 from Council District 5 Infrastructure Funding Allocation to replace two roll up doors at the canteen located at the Greenwood Athletic Complex.

FUNDING SOURCE:
Xxxx Infrastructure
___ Road System Maintenance
___ Utility

SIGNED: Requested by Councilmember: Kent 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