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

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

II. INVOCATION: WAYMON MUMFORD, SECRETARY/CHAPLAIN

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

IV. WELCOME: KENT C. CAUDLE, CHAIRMAN

V. MINUTES:

MINUTES OF THE JUNE 21, 2018 REGULAR MEETING
Council Is Requested To Approve The Minutes Of The June 21, 2018 Regular Meeting Of County Council.
VI. PUBLIC HEARINGS:
Council will hold public hearing on the following:

A. ORDINANCE NO. 33-2017/18
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 A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Project R Rankin Solar Center, LLC, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Marion Counties; And Other Related Matters.

B. ORDINANCE NO. 35-2017/18
An Ordinance To Provide That A Public Referendum Be Held At The General Election In November, 2018 Pursuant To The Provisions Of S. C. Code Section 61-6-2010 To Determine Whether Or Not Temporary Permits May Be Issued To Allow The Possession, Sale, And Consumption Of Alcoholic Liquors By The Drink And To Allow The Sale Of Beer And Wine At Permitted Off-Premises Locations Without Regard To The Days Or Hours Of Sales In The County Of Florence.

VII. APPEARANCES:
There Were No Appearances Requested Or Scheduled At The Time Of Publication Of The Agenda.

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

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

November 2013       Capital Project Sales Tax
August 18, 2016      County Software System
March 15, 2018       IT Restructuring
IX. RESOLUTIONS/PROCLAMATIONS:

**RESOLUTION OF RECOGNITION AND APPRECIATION**

A Resolution Of Appreciation And Recognition For Chaplain Ira S. “Buddy” Rainwater For His Commendable And Meritorious Service.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. **ORDINANCE NO. 32-2017/18**

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Section 28.5-24. – Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Section 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs, By Zoning District; And Other Matters Related Thereto.

*(Planning Commission Approved 7 – 0)*
2. **ORDINANCE NO. 33-2017/18** *(Public Hearing)*

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 A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And **Project Rankin Solar Center, LLC**, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Marion Counties; And Other Related Matters.

3. **ORDINANCE NO. 34-2017/18**

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Dollar ($1,000,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Related Thereto.

**B. SECOND READING**

**ORDINANCE NO. 35-2017/18** *(Public Hearing)*

An Ordinance To Provide That A Public Referendum Be Held At The General Election In November, 2018 Pursuant To The Provisions Of S. C. Code Section 61-6-2010 To Determine Whether Or Not Temporary Permits May Be Issued To Allow The Possession, Sale, And Consumption Of Alcoholic Liquors By The Drink And To Allow The Sale Of Beer And Wine At Permitted Off-Premises Locations Without Regard To The Days Or Hours Of Sales In The County Of Florence.

**C. INTRODUCTION**

1. **ORDINANCE NO. 02-2018/19**

An Ordinance To Rezone Property Owned By Mary Robinson Located On 1074 Dennis Road, Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 020; Consisting Of Approximately 0.536 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.

*(Planning Commission Approved 7 – 0) (Council District 1)*
2. **ORDINANCE NO. 03-2018/19**
   An Ordinance To Rezone Property Owned By Randolph And Joe Hannah, Jr. Located On 1066 Dennis Road, Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 019; Consisting Of Approximately 1.631 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.
   *(Planning Commission Approved 7 – 0)(Council District 1)*

3. **ORDINANCE NO. 04-2018/19**
   An Ordinance To Rezone Property Owned By Ernestine Gaston Henderson Located On 113 South Robinson Avenue, Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 073; Consisting Of Approximately 0.151 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.
   *(Planning Commission Approved 7 – 0)(Council District 1)*

4. **ORDINANCE NO. 05-2018/19**
   An Ordinance To Rezone Property Owned By Marilyn Gaston Located On 1054 Dennis Road, Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 018; Consisting Of Approximately 0.348 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.
   *(Planning Commission Approved 7 – 0)(Council District 1)*

5. **ORDINANCE NO. 06-2018/19 (Addition)**
   An Ordinance Authorizing The Amendment Of A Fee Agreement Among Florence County, South Carolina, Monster Worldwide South Carolina, Inc., And Red Rock Pee Dee, LLC, As Sponsor Affiliate, To Replace Red Rock Pee Dee, LLC With American National Insurance Company, As Sponsor Affiliate; And Authorizing The Amendment Of A Modification Of Inducement And Millage Rate Agreement And Memorandum Of Understanding Among Florence County, South Carolina, Monster Worldwide South Carolina, Inc., And Red Rock Pee Dee, LLC, As Sponsor Affiliate, To Revise The Provisions Of A Special Source Revenue Credit; And Other Related Matters.
XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. **PEE DEE REGIONAL AIRPORT AUTHORITY**
   Approve The Nomination Of Dr. Daniel M. Ervin To The Governor For Appointment To The Pee Dee Regional Airport Authority (Replacing Frank M. “Buzz” Rogers, IV), With Appropriate Expiration Term.

B. **OPERATIONS ADVISORY COMMITTEE – FIRE/RESCUE SERVICES (Addition)**
   Approve The Appointment Of Chief Howard Worrell To Serve As The West Florence Rural Fire Department Representative On The Operations Advisory Committee To The Florence County Fire/Rescue Services Coordinator.

C. **FINANCE ADVISORY COMMITTEE – FIRE/RESCUE SERVICES (Addition)**
   Approve The Appointment Of Dustin Fails To Represent West Florence Rural Fire Department On The Finance Advisory Committee To The Fire/Rescue Services Coordinator.

D. **PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS (Addition)**
   Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Appointments of John G. Hofler, III – Seat 3 And Joe Bittle – Seat 7 To Serve On The Pee Dee Mental Health Center Board Of Directors, With Appropriate Expiration Terms.

XII. REPORTS TO COUNCIL:

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

B. **ADMINISTRATION/MUSEUM**
   **HARLLEE MEMORIAL SCULPTURE**
   Authorize The County Administrator And Staff To Consider Appropriate Location For The Harllee Memorial Sculpture At/In The Florence County Museum, With The Advice Of The Museum Board And Exhibit Committee.
C. **EMS**

**DECLARATION OF SURPLUS PROPERTY**
Declare Seventy-Six (76) iPads With Various Miscellaneous Protective Cases And Charging Cords As Surplus Property And Authorize Disposal Via The Means Most Advantageous To The County.

D. **LIBRARY/PROCUREMENT**

**DECLARATION OF SURPLUS PROPERTY**
Declare Twenty-Two (22) Computers And Fifteen (15) Monitors As Surplus Property And Authorize The Donation Of Said Equipment To AARP Tax-Aide Foundation.

E. **PROCUREMENT**

**DECLARATION OF SURPLUS PROPERTY**
Declare Three (3) Vehicles And One (1) Caterpillar Motorgrader As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

F. **PROCUREMENT/EMERGENCY MANAGEMENT DEPARTMENT**

**PURVIS SYSTEMS, INC.**

G. **PROCUREMENT/PUBLIC WORKS**

1. **AWARD BID NO. 37-17/18**
Award Bid No. 37-17/18 For 6” MBC Stone For District 2 (Phase IV) To Kirven Construction, Inc. Of Darlington, SC In The Amount Of $529,674.08 To Be Funded From The Capital Project Sales Tax II Funds. *(3 Compliant Bids Received)*
2. **AWARD BID NO. 38-17/18**

   Award Bid No. 38-17/18, Resurfacing For Various District 6 Roads In The Amount Of $348,934.70 To C. R. Jackson Of Florence, SC From The Capital Project Sales Tax II Funds. *(2 Compliant Bids Received)*

H. **SHERIFF’S OFFICE**

   **DECLARATION OF SURPLUS PROPERTY**

   Declare One (1) Glock Model 21 Handgun Serial Number PAU202 As Surplus Property For The Purpose Of Awarding It To An Employee Who Has Retired.

I. **FINANCE/FACILITIES/PROCUREMENT *(Addition)***

   **RFP AWARD**

   Award RFP No. 36-17/18, Elevator Upgrade At The Planning Building To Carolina Elevator Service Of Columbia, SC In The Amount Not To Exceed $117,863.31 Including A 12 Month Warranty On All Materials, Labor, Shipping, Permit Fees And All Required Inspections With The Option To Acquire A Maintenance Agreement For An Additional Four (4) Years At A Cost Of $2,700.00 Per Year To Be Funded From The Capital Project Fund.

J. **PROCUREMENT *(Addition)***

   **CONTRACT APPROVAL**

   Authorize Davis And Floyd, Inc. From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Resurfacing Projects In District 6 In The Amount Of $25,000 To Be Funded From Capital Project Sales Tax II Funds.

K. **ADMINISTRATION/FINANCE *(Addition)***

   **CVB EVENTS RIGHT FEE FUNDING REQUEST**

   Authorize The Use Of Up To $25,000 Of The Fund Balance In The Local Accommodations Tax Fund To Fund One Half Of The Events Right Fee For A Potential Music Festival To Be Held At The Darlington Raceway, Contingent Upon A Similar Commitment From The City Of Florence.
XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. SOUTH LYNCHES FIRE DEPARTMENT
   Approve The Expenditure Of Up To $14,000 From Council Districts 1 And 5 Infrastructure Funding Allocations ($7,000 From Each District) To Assist The South Lynches Fire Department With The Outfitting Of A Brush Truck.

2. BOYS & GIRLS CLUB (Addition)
   Approve The Expenditure In An Amount Up To $15,000.00 From Council Districts 1, 3, And 7 Infrastructure Funding Allocations ($5,000 From Each District) To Assist The Boys & Girls Club With The Purchase And Installation Of Security Cameras In The Florence And Lake City Clubs And A PA System At The Lake City Club.

3. HAMPTON POINTE SUBDIVISION (Addition)
   Approve The Expenditure Of Up To $3,680 From Council District 9 Infrastructure Funding Allocation To Pay For Two Concrete Flumes With Rip Rap Pads For The New Part Of Road In Hampton Pointe Subdivision.

4. OLD TIMMONSVILLE BASEBALL FIELD (Addition)
   Approve The Expenditure In An Amount Up To $1,250.00 From Council District 4 Infrastructure Funding Allocation To Assist With The Purchase Of Concessions Equipment (Hot Dog Steamer, Microwave, Popcorn Machine And 5-Foot Cooler) For The Old Timmonsville Baseball Field Concession Stand To Replace Equipment That Was Stolen.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

   NEW LANDING ROAD (Addition)
   Approve The Expenditure Of Up To $3,300 From Council District 2 RSMF Funding Allocation To Pay For 4 Loads Of MBC Stone For New Landing Road.
XIV. EXECUTIVE SESSION:

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

➢ To Discuss Potential Involvement In the Opioid Abuse Litigation; and
➢ To Receive Updates From The County Attorney With Regard To City Of Florence Annexation(s); and
➢ Personnel Matter concerning The Finance Department (Addition).

XV. INACTIVE AGENDA

XVI. ADJOURN:
AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the June 21, 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, JUNE 21, 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
Roger M. Poston, Council Member
Jason M. Springs, Council Member
H. Steven DeBerry, IV, Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:
James T. Schofield, Council Member

ALSO PRESENT:
Sheriff Kenney Boone
Doris O’Hara, Clerk of Court
Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Ronnie Pridgen, Parks & Recreation Department Director
Shawn Brashear, Planning Director
Jamie Floyd, Deputy Tax Assessor
Patrick Fletcher, Procurement Officer
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Mitch Fulmore, 911 Manager
Perry Strickland, Assistant to the Administrator
Jennifer Majors, Lynches River County Park Superintendent
Alan Smith, Library Director
Randy Godbold, VA Officer
Matthew Christian, Morning News Staffwriter

A notice of the regular meeting of the Florence County Council appeared in the June 20, 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.

**APPROVAL OF MINUTES:**
Councilman Kirby made a motion Council Approve The Minutes Of The May 17, 2018 Regular Meeting Of County Council. Councilman Springs seconded the motion, which was approved unanimously.

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

**ORDINANCE NO. 34-2017/18**
An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Dollar ($1,000,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

**APPEARANCES:**
No Appearances Were Requested Or Scheduled At The Time Of Publication Of The Agenda; However One Request Was Received As An Addition To The Agenda.

**BARRY FRICK**
Mr. Frick Requested To Appear Before Council Concerning The Grant For Clearing A Passage In Lynches River. However, The Chairman Was Advised That Mr. Frick Had Withdrawn His Request To Appear At This Time.

**COMMITTEE REPORTS:**
There Were No Committee Reports.

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

**RESOLUTIONS/PROCLAMATIONS:**

**RESOLUTION OF RECOGNITION AND APPRECIATION**
The Clerk published in its entirety A Resolution Of Appreciation And Recognition For The Timmonsville Rescue Squad In Recognition Of Its Continued Commitment To Preserving The Lives And Property Of Our Citizens And Visitors And Recent Award Of The “EMS Small System Of The Year 2017” in March 2018. Councilman Kirby made a motion Council approve the Resolution. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Kirby stated that he was presenting the framed Resolution to the Timmonsville Rescue Squad with great pride. Chairman Caudle advised that this was the fourth time the Squad had received this coveted Award.
RESOLUTION OF RECOGNITION AND APPRECIATION
The Clerk published in its entirety a Resolution of Recognition and Appreciation for Donnie Windham for his Multitudinous Contributions and Years of Meritorious Service to the Community. Councilman Kirby made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Kirby presented Mr. Windham with a framed Resolution and expressed his appreciation for the service Mr. Windham had provided over the years.

RESOLUTION NO. 18-2017/18
The Clerk published the title of Resolution No. 18-2017/18: A Resolution Identifying A Project To Satisfy the Requirements of Title 12, Chapter 44 of the South Carolina Code, So As To Allow Investment Expenditures Incurred by a Company Known to The County As Project R, Its Affiliates And Related Entities, To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Taxes Arrangement With Florence County, South Carolina; Providing For Other Related Economic Development Incentives, Including Special Source Revenue Credits; And Other Matters Related Thereto. Councilman Poston made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 16-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 16-2017/18: 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. Councilman Mumford made a motion Council approve Third Reading of the Ordinance. Councilman Poston seconded the motion. Councilman Springs made a motion to Amend Ordinance No. 16-2017/18 as follows: i) Wherever “Project Fig” appears in the Ordinance substitute “Southern Current LLC”; and ii) Revise the date listed in number 4. from December 31, 2022 to “December 31, 2023”; and iii) Replace Section 2. in its entirety with the following: “The Chairman of the County Council is hereby authorized and directed to execute Fee Agreements in substantially the form attached hereto as Exhibit A, together with such changes as are not materially adverse to the County with the approval of the County Administrator, 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.” Councilman Poston seconded the motion, which was approved unanimously. Third Reading of the Ordinance As Amended was approved unanimously.
ORDINANCE NO. 28-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 28-2017/18: An Ordinance To Rezone Property Owned By Florence County Located On W. Main Street, Timmonsville, SC, As Shown On Florence County Tax Map No. 70013, Block 01, Portions Of Parcels 001 And 002; Consisting Of Approximately 1.48 Acres From Single Family Residential District (R-3) To General Commercial District (B-4); And Other Matters Related Thereto. Councilman Kirby made a motion Council approve Third Reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Kirby submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Third Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

ORDINANCE NO. 29-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 29-2017/18: An Ordinance To Rezone Property Owned By Jeffery A. Weekfall Located On 304 E. Fifth Avenue, Pamplico, SC, As Shown On Florence County Tax Map No. 60006, Block 10, Parcel 016; Consisting Of Approximately 0.384 acres From Multi-Family Residential District (R-5) To Rural Community District (RU-1); And Other Matters Related Thereto. Councilman Poston made a motion Council approve Third Reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 30-2017/18: An Ordinance To Ratify FY18 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto. Councilman DeBerry made a motion Council approve Third Reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Third Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

ORDINANCE NO. 31-2017/18 – THIRD READING
The Clerk published the title of Ordinance No. 31-2017/18: An Ordinance Approving A Process To Recognize The Inclusion Of The Area Of The West Florence Rural Volunteer Fire District, Created By Ordinance No. 31-2006/07, Into The Florence County Fire Protection District, Created By Ordinance No. 18-2013/14. Councilman Dorriety made a motion Council approve Third Reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously. Councilman Dorriety submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Third Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)
ORDINANCE NO. 01-2018/19 - THIRD READING
The Clerk published the title of Ordinance No. 01-2018/19: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment thereof; And To Provide For Other Matters Related Thereto. Councilman Springs made a motion Council approve Third Reading of the Ordinance. Councilman Mumford seconded the motion. Councilman Kirby made a motion to Amend Ordinance No. 01-2018/19 To Incorporate The Summary Of Changes From Second Reading To Third Reading As Outlined On Pages 96 And 97 Of The Agenda Book. Councilman Springs seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Amendment to the Ordinance. (The Proxy is attached and incorporated by reference.) Third Reading of the Ordinance As Amended was unanimously approved. Councilman Poston submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Third Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

ORDINANCE NO. 32-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 32-2017/18: An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Section 28.5-24. – Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Section 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs, By Zoning District; And Other Matters Related Thereto. Councilman Poston made a motion Council approve Second Reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 33-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 33-2017/18: 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 A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Project R, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Marion Counties; And Other Related Matters. Councilman Poston made a motion Council approve Second Reading of the Ordinance. Councilman DeBerry seconded the motion, which was approved unanimously.
ORDINANCE NO. 34-2017/18 – SECOND READING
The Clerk published the title of Ordinance No. 34-2017/18: An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Dollar ($1,000,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto. Councilman Dorriety made a motion Council approve Second Reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously. Councilman Dorriety submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.)

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

ORDINANCE NO. 35-2017/18 – INTRODUCED BY TITLE ONLY
An Ordinance To Provide That A Public Referendum Be Held At The General Election In November, 2018 Pursuant To The Provisions Of S. C. Code Section 61-6-2010 To Determine Whether Or Not Temporary Permits May Be Issued To Allow The Possession, Sale, And Consumption Of Alcoholic Liquors By The Drink And To Allow The Sale Of Beer And Wine At Permitted Off-Premises Locations Without Regard To The Days Or Hours Of Sales In The County Of Florence.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

CITY-COUNTY CIVIC CENTER COMMISSION
Councilman Bradley made a motion Council Approve The Re-Appointment Of Carl McFadden To Serve On The City-County Civic Center Commission, Representing Florence County In Seat 2, With Appropriate Expiration Term. Councilman Springs seconded the motion, which was approved unanimously.

COMMISSION ON LITTER PREVENTION & BEAUTIFICATION
Councilman Springs made a motion Council Approve The Appointment Of Mattie Thomas To Serve On The Commission on Litter Prevention & Beautification, Representing Council District 1, With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.

PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS
Councilman Mumford made a motion Council Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Re-Appointments of C. Rudy Guajardo, III – Seat 4 And Lt. John E. Lochart – Seat 5 To Serve On The Pee Dee Mental Health Center Board Of Directors, With Appropriate Expiration Terms. Councilman Dorriety seconded the motion, which was approved unanimously.
**POLICY COMMISSION ON RECREATION**


**COMMISSION ON ALCOHOL & DRUG ABUSE**

Councilman Mumford made a motion Council Approve The Re-Appointment Of Elizabeth Thomas To Serve On The Commission on Alcohol & Drug Abuse, Representing Council District 7, With Appropriate Expiration Term. Councilman Kirby seconded the motion, which was approved unanimously.

**REPORTS TO COUNCIL:**

**ADMINISTRATION**

**ADMINISTRATOR’S REPORT**

Mr. Smith reported that he had provided Council with the illuminating updates for the Capital Project Sales Tax I and II, as well as the informative updates from the Planning Department, including projects in plan review, jobs under construction, zoning requests and reports from engineering and 911 addressing, and the beneficial updates from department heads.

He stated that CPST I projects continued to progress. The 5 Sections of work on US 378 were substantially complete and opened to traffic.

The US 76 widening project was substantially complete and all lanes had been opened to traffic with the construction on the alternate truck route scheduled to be bid in Fall 2018.

The TV Road widening project also was substantially complete.

Sections 1 & 2 of the SC 51 widening project continued to progress with utility relocations now complete. The contractor continued to install storm drainage and perform grading work while bridge work at Willow Creek was ongoing. Storm drainage installations, full depth patching, and initial subgrade of pavement were still underway on Sections 3 & 4. Utility relocations were complete with the exception of Frontier Communications, which was causing some delays for paving. Bridge work over Little Swamp was getting closer to completion. Drainage issues in the Town of Pamplico continued to be investigated and would be added to the contract through change orders. Councilman Poston and Mr. Smith had met and worked with the Mayor and others in ensuring that this would be accomplished.

On the US 301 Bypass Extension (Alligator Road) widening project, preliminary design work was underway for a 5-lane typical section from US 52 to Knollwood Road and a 3-lane typical section from Knollwood Road to US 76. Right of Way acquisition was underway for all widening. Phase I of widening from US52/301 (South Irby Street) to Woodside Circle would be let for construction in September 2018. Phase I would include
intersection improvements at South Irby Street and Alligator Road and at John Paul Jones Road, along with widening for approximately half a mile on Alligator Road to Woodside Circle. Utilities would be allowed to relocate until June 2019 and then construction on South Irby would begin during summer 2019 to avoid school traffic as much as possible.

Under Section XIII of the CPST II, 311 roads had been completed. There were currently 6 roads under contract for 6” MBC stone and approximately 19.63 miles of road projects were under construction. Bid No. 37-17/18, which was the solicitation for 6” MBC stone for 14 more roads in District 2, was currently out for bids. Hosea Gibbs Road was on the Agenda for approval as an additional rocking project for District 6. Bid No. 38-17/18 was currently out for bids and was a solicitation for approximately 2 miles of resurfacing projects in District 6. Resurfacing projects were underway in Districts 3, 7, 8 and 9.

Progress continued to be made slowly on the Koppers/Estate Road project.

Brookgreen Subdivision was currently under construction with an anticipated completion of July 2018; additional phases would be reviewed if remaining funds were available. Anticipated completion of the Foxcroft Subdivision project by July 2018.

Council was previously advised that surveys were complete and design underway for the Dargan Street and Sopkin Avenue sidewalk projects and that Preliminary concept plans had been presented to SCDOT for initial comment.

Environmental Services continued to work and clean up. The litter detail cleaned 58.3 miles of roadway for a total of 18,648 pounds of litter. During the month of May, four (4) citations were written and $632 collected in fines. The Florence County Animal Shelter assisted in the adoption of 103 animals during the month of May.

The annual notification from the South Carolina Counties Workers Compensation Trust regarding the annual Renewal was received. The County continued to improve its standing and was currently ranked 4th lowest with an experience mod of 0.66.

The Steering Committee for the State Veterans Nursing Home for Florence County met on June 12th to continue to make progress on the construction of the new facility. This project had the potential to create over 100 jobs during the construction and opening of the facility, with a total project budget of $40 million and an annual operating budget of $12 million beginning in FY2022. Mr. Smith stated he thought this was a very exciting endeavor not only for the veterans, but a very important project for this area. The projected start date was anticipated to be March 2019 with an anticipated completion date of 2021 and a planned opening date in 2022.

MONTHLY FINANCIAL REPORTS
Monthly Financial Reports Were Provided To Council For Fiscal Year 2018 Through April 30, 2018 As An Item For The Record.
BUDGET NEUTRAL SALARY INCREASE
Councilman Springs made a motion Council Approve A Budget Neutral Salary Increase For Two Positions (Slot 402-002 And 402-003) To Be Funded From Administration Departmental Funds. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Springs submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Approval of the Budget Neutral Salary Increase. (The Proxy is attached and incorporated by reference.)

MEMORANDUM OF AGREEMENT - SCDOT
Councilman Mumford made a motion Council Authorize A Memorandum Of Agreement (MOA) With South Carolina Department Of Transportation (SCDOT) For The Capital Project Sales Tax II Koppers/Estate Road Widening And Paving Project. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Mumford submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Authorizing The MOA. (The Proxy is attached and incorporated by reference.)

NEW COMMUNITY CENTER IN TIMMONSVILLE
Councilman Kirby made a motion Council Authorize The Use Of District 4 Infrastructure Funding Allocation In The Amount Of $85,000, District 4 RSMF Funding Allocation In The Amount Of $300,000 And Capital Project Sales Tax II Interest Earnings In The Amount Of $210,000, To Fund A Shortfall In The Projected Costs Of The New Community Center In Timmonsville. Councilman Bradley seconded the motion, which was approved unanimously. Councilman Kirby submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of Authorization of Funding for the New Community Center in Timmonsville. (The Proxy is attached and incorporated by reference.) Mr. Smith stated he would continue to work on reallocation of the interest earnings in the respective districts remaining.

ADMINISTRATION/FINANCE
BUDGET NEUTRAL SALARY INCREASE
Councilman Dorriety made a motion Council Approve A Budget Neutral Salary Increase Of 5% For Four Positions (Slots 411-006, 411-007, 411-011, And 124-411-001) And Approve A Budget Neutral Reclassification For Two Positions (Slot 411-004 – Grade 22 To Grade 25 And Slot 411-013 – Grade 19 To Grade 21, Both Resulting In An Increase Of 5%) To Be Funded From Finance Department Funds. Councilman Mumford seconded the motion, which was approved unanimously.
ADMINISTRATION/GRANTS/PROCUREMENT

AWARD RFP NO. 34-17/18
Councilman Springs made a motion Council Award RFP No. 34-17/18, For The Lynches River Clearing/Debris Removal Project To Big Swamp Right Of Way Of Pamplico, SC In The Amount Not To Exceed $62,500.00 From The Duke Energy Water Resources Grant Fund. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of the Award of RFP No. 34-17/18. (The Proxy is attached and incorporated by reference.) Chairman Caudle stated there was a concern regarding the level of Lynches River when this work would be done. Mr. Smith responded that the optimal level to perform the work was 2 feet but the river was currently at 2.45 feet. He had met with the Army Corps of Engineers and other interested parties, including Chief Billy Dillon with Howe Springs Fire District and Holly Beaumier with CVB and Lynches Scenic Rivers. Billy was going to work with some of the other users of the river to ensure compliance with monitoring the water level. They would go in with river rescue vehicles and shoot coordinates to ensure work was completed as to specifications. Approximately 33 miles of river would be cleared and no permit was required by the Army Corps of Engineers because a 6 to 10 foot swath would be cut in the river in cleaning it up. Mr. Smith stated in his opinion this was a very beneficial project on this scenic river in Florence County. In response to a question from Chairman Caudle regarding the process, Mr. Smith responded that the contractor would be paid on percentage of completion and this was where Howe Springs would come in, because they would be providing images before and after and filming the process.

FINANCE

FY2018/2019 ACCOMMODATIONS TAX ALLOCATIONS
Councilman Springs made a motion Council Approve The FY2018/2019 State Accommodations Tax Allocations In The Amount Of $300,000 To Be Distributed To The Various Recipients As Recommended By The Accommodations Tax Advisory Committee. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of the Approval of the FY2018/2019 State Accommodations Tax Allocations as Recommended By The Advisory Committee. (The Proxy is attached and incorporated by reference.)

PARKS AND RECREATION

INDEPENDENT CONTRACTOR AGREEMENT – RICHARD STORR
Councilman Dorriety made a motion Council Approve The Execution Of An Independent Contractor Agreement Between Florence County And Richard Storr To Continue His Services As Acting Tennis Pro At The Tennis Courts At Ebenezer Park. Councilman Mumford seconded the motion, which was approved unanimously. Mr. Smith stated that Richard Storr not only taught tennis at Ebenezer Park but he also helped to oversee the leagues that played at the Park and helped keep the courts and the playground area clean.
LAKE CITY PARK RENTAL FEE SCHEDULE
Councilman Springs made a motion Council Approve A Fee Schedule For The Rental Of The Picnic Shelter And Gazebo At The New Lake City Park. Councilman Dorriety seconded the motion, which was approved unanimously. Chairman Caudle stated every time he went by the Lake City Park it was being heavily used and was a wonderful attraction for Lake City. Councilman Springs stated the fee schedule was a really good deal for the facilities. Mr. Smith commended Councilman Springs for the project and stated the Park was a very unique and worthwhile endeavor that was undertaken. He said it took a lot of tenacity and the project was going to be submitted to the SCAC as a candidate for the Barrett Lawrimore Regional Government Award competition for consideration. He stated when he came by the Park that morning before sunrise there were already seven vehicles and people walking around the Park. Councilman Springs stated that the previous Tuesday at 8:30 in the evening there were 25 vehicles and no empty parking spaces available. Councilman Mumford stated this Park would be a wonderful project for the SCAC competition. Mr. Smith stated there were several Statewide conventions in Lake City since the opening of the Park and the Park was heavily used during those events.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY
Councilman Kirby made a motion Council Declare Three (3) Vehicles And Two (2) Pieces Of Shop Equipment As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Dorriety seconded the motion. Councilman DeBerry made a Motion to Amend The Declaration Of Surplus Property To Remove VS454 A 2014 Chevy Impala Limited VIN #2G1WA5E30E1185744 And Add VS164 A 2008 Chevy Impala VIN#2G1WB55K581306292 To Be Declared Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Springs seconded the motion to Amend, which was approved unanimously. Motion as Amended was approved unanimously.

GREEN DREAM INTERNATIONAL, LLC
Councilman DeBerry made a motion Council Approve A Change Order To Green Dream International, LLC In The Amount Of $90,489.00 For The Completion Of Rocking On Hosea Gibbs Road In District 6 To Be Funded From Capital Project Sales Tax II Funds. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of the Approval of the Change Order. (The Proxy is attached and incorporated by reference.)
PUBLIC WORKS/PROCUREMENT

AWARD BID NO. 35-17/18
Councilman Dorriety made a motion Council Award Bid No. 35-17/18 For Road Repairs To Hampton Pointe Drive And Byrnes Boulevard In The Amount Of $91,421.55 To Kirven Construction Of Darlington, SC From FEMA Grant Funds. Councilman Kirby seconded the motion, which was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of the Award of Bid No. 35-17/18. (The Proxy is attached and incorporated by reference.)

SHERIFF’S OFFICE

BUDGET NEUTRAL SALARY INCREASES
Councilman Dorriety made a motion Council Authorize Budget Neutral Salary Increases Of Less Than 10% In Salary For One Promotion In The Traffic Grant (Slot 809-001) And One Promotion In the DUI Grant (Slot 810-001) To Be Funded From FY18 Budgeted Funds. Councilman Mumford seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

SECOND STREET
Councilman Mumford made a motion Council Approve The Expenditure Of Up To $1,999.00 From Council District 7 Infrastructure Funding Allocation To Pay For Preparing Ground And Installing Sod Over Drainage Pipe On 2nd Street. Councilman Bradley seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

RIVER NECK ROAD
Councilman DeBerry made a motion Council Approve The Expenditure Of Up To $5,000.00 From Council District 6 RSMF Funding Allocation To Pay For An Additional 200 Tons Of MBC Stone For River Neck Road. Councilman Dorriety seconded the motion, which was approved unanimously.

INFRASTRUCTURE

KOREAN MONUMENT
Councilman Dorriety made a motion Council Authorize The De-Obligation Of The Expenditure Of Up To $10,000 From Council Districts’ Infrastructure/Utility Funding Allocations To Assist With The Purchase Of A Vietnam Memorial For The Veterans Park As Approved By Council On March 16, 2017 And Approve The Expenditure Of Up To $10,000 From Council Districts’ Infrastructure Funding Allocations (Approximately $1,112 From Each District) To Assist With The Purchase Of A Korean Monument For The Veterans Park In Florence. Councilman Mumford seconded the motion, which was approved unanimously. Councilman Bradley submitted a Proxy for Councilman Schofield; the Proxy was a ‘Yes’ vote in favor of the De-Obligation and Expenditure. (The Proxy is attached and incorporated by reference.)
SAVANNAH GROVE COMMUNITY FOUR HALL
Councilman Kirby made a motion Council Approve The Expenditure Of Up To $24,140 From Council Districts 3, 4, 5, And 7 Infrastructure Funding Allocations ($6,000 From Council District 3, $8,140 From Council District 4, $6,000 From Council District 5, And $4,000 From Council District 7) To Assist With Renovations/Repairs To The Kitchen And Bathroom At The Savannah Grove Community Four Hall. Councilman Bradley seconded the motion, which was approved unanimously. Councilman Mumford asked if the funding was correct that it was to be taken from Districts 3, 4, 5, and 7. Mr. Smith confirmed that it was from those four districts.

REQUEST FROM GALE HARLLEE DIXON
Councilman Kirby made a motion Council Defer The Discussion Of A Request From Gale Harllee Dixon, Chairman Harllee Memorial Sculpture Committee Requesting Permission For The Harllee Memorial Sculpture To Be Placed On The Florence County Judicial Center Grounds. Councilman Mumford seconded the motion, which was approved with a six (6) to two (2) vote. Voting in the ‘Affirmative’ were Councilmen Poston, DeBerry, Mumford, Springs, Kirby and Bradley. Voting ‘No’ were Chairman Caudle and Councilman Dorriety.

SHERIFF BOONE
Sheriff Boone stated that he would like to offer firearms training for members of Council. He stated he hoped that none of them would ever need to use a firearm, but in the event an incident did occur, he would like to ensure they were properly trained. In response to a question from the Chairman, the Sheriff stated it would begin with a classroom type session on the handling of a firearm, cleaning, proper use, etc. He stated then they would move to the training facility which, thanks to Council, was a state-of-the-art training facility. He committed to providing a proposed schedule for Council members to consider.

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

COUNCIL MEETING ADJOURNED AT 9:49 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL
PUBLIC HEARING
June 21, 2018

Ordinance No. 34-2017/18

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Dollar ($1,000,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

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STATE OF SOUTH CAROLINA ) PROXY
COUNTY OF FLORENCE )

I hereby leave my voting proxy for Approval of Third Reading of Ordinance No. 28-2017/18: An Ordinance To Rezone Property Owned By Florence County Located On W. Main Street, Timmonsville SC, As Shown On Florence County Tax Map No. 70013, Block 01, Portions Of Parcels 001 And 002; Consisting Of Approximately 1.48 Acres From Single Family Residential District (R-3) To General Commercial District (B-4); And Other Matters Related Thereto at the regular meeting of County Council on June 21, 2018 with County Council Member Mitchell Kirkland. This proxy is for a “Yes” vote on the question of Approval Of Third Reading of the Ordinance.

Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA ) PROBATE
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 20 day of June, 2019.

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

PROXY

I hereby leave my voting proxy for Approval of Third Reading of Ordinance No. 30-2017/18: An Ordinance To Ratify FY18 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto at the regular meeting of County Council on June 21, 2018 with County Council Member Roger Poston. This proxy is for a “YES” vote on the question of Approval Of Third Reading of the Ordinance.

WITNESSES:

[Signatures]

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

[Signatures]

SWORN to before me this 26th day of June, 2018.

[Signatures]

NOTARY PUBLIC (S.C.)
I hereby leave my voting proxy for Approval of Third Reading of Ordinance No. 31-2017/18: An Ordinance Approving A Process To Recognize The Inclusion Of The Area Of The West Florence Rural Volunteer Fire District, Created By Ordinance No. 31-2006/07, Into The Florence County Fire Protection District, Created By Ordinance No. 18-2013/14 at the regular meeting of County Council on June 21, 2018 with County Council Member Willard Dority. This proxy is for a "Yes" vote on the question of Approval Of Third Reading of the Ordinance.

Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 20_ day of June, 2018.

NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18
I hereby leave my voting proxy for Approval of the Amendment of Ordinance No. 01-2018/19 To Incorporate The Summary Of Changes From First Reading To Second Reading As Outlined On Pages 96 And 97 Of The Agenda Book at the regular meeting of County Council on June 21, 2018 with County Council Member. This proxy is for a “YES” vote on the question of Approval Of The Amendment to Ordinance No. 01-2018/19.

Member, Florence County Council

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this day of , 20.

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

I hereby leave my voting proxy for Approval of Third Reading of Ordinance No. 01-2018/19: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto at the regular meeting of County Council on June 21, 2018 with County Council Member Roger Poston. This proxy is for a "YES" vote on the question of Approval Of Third Reading of the Ordinance.

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 20th day of June 2018.

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

I hereby leave my voting proxy for Approval of Second Reading of Ordinance No. 34-2017/18: An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Dollar ($1,000,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto at the regular meeting of County Council on June 21, 2018 with County Council Member Willard Dorsey. This proxy is for a "Yes" vote on the question of Approval Of Second Reading of the Ordinance.

Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA ) PROBATE
COUNTY OF FLORENCE )

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

Witness

SWORN to before me this 20th day of June, 2019.

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

PROXY

I hereby leave my voting proxy for Approval Of A Budget Neutral Salary Increase For Two Positions (Slot 402-002 and 402-003) To Be Funded From Administration Departmental Funds, at the Regular meeting of County Council on June 21, 2018 with County Council Member Jason Springs. This proxy is for a “YES” vote on the question of Approval of a Budget Neutral Salary Increase For Two Positions To Be Funded From Administration Departmental Funds.

[Signature]
Member, Florence County Council

WITNESSES:

[Signature]
[Signature]

STATE OF SOUTH CAROLINA  )  
COUNTY OF FLORENCE    )

PROBATE

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

[Signature]
Witness

SWORN to before me this 20th day of June, 2018.

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

22
STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE  

PROXY

I hereby leave my voting proxy for Authorization Of A Memorandum Of Agreement With South Carolina Department Of Transportation (SCDOT) For The Capital Project Sales Tax II Koppers/Estate Road Widening And Paving Project, at the Regular Called meeting of County Council on June 21, 2018 with County Council Member [Name]. This proxy is for a "YES" vote on the question of Authorization Of A Memorandum Of Agreement With South Carolina Department of Transportation For Koppers/Estate Road Widening and Paving Project.

[Signature]
Member, Florence County Council

WITNESSES:

[Signature]

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE  

PROBATE

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

[Signature]
Witness

SWORN to before me this 26th day of June, 2018.

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

PROXY

I hereby leave my voting proxy for Authorization Of The Use Of District 4 Infrastructure Funds In The Amount Of $85,000, District 4 Paving Funds In The Amount Of $300,000 And Capital Project Sales Tax II Interest Earnings In The Amount Of $210,000, To Fund A Shortfall In The Projected Costs Of The New Community Center In Timmonsville, at the Regular meeting of County Council on June 21, 2018 with County Council Member _ Mitchell Kirby __. This proxy is for a "YES" vote on the question of Authorization of Funding for the New Community Center In Timmonsville.

[Signature]
Member, Florence County Council

WITNESSES:

[Signature]

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

[Signature]
Witness

SWORN to before me this
20th day of June, 2018.
[Signature]
NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROXY

I hereby leave my voting proxy for the Award of RFP No. 34-17/18 For The Lynches River Clearing/Debris Removal Project To Big Swamp Right Of Way Of Pamplico, SC In The Amount Not To Exceed $62,500 From The Duke Energy Water Resources Grant Fund, at the Regular meeting of County Council on June 21, 2018 with County Council Member Roger Paskon. This proxy is for a “YES” vote on the question of Award Of RFP No. 34-17/18 For The Lynches River Clearing/Debris Removal Project.

[Signature]
Member, Florence County Council

WITNESSES:

[Signature]
[Signature]

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

[Signature]
Witness

SWORN to before me this 20th day of June, 2018.

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

I hereby leave my voting proxy for Approval Of The FY2018/19 State Accommodations Tax Allocations In The Amount Of $300,000 To Be Distributed To the Various Recipients As Recommended By The Accommodations Tax Advisory Committee, at the Regular meeting of County Council on June 21, 2018 with County Council Member __________. This proxy is for a "YES" vote on the question of Approval Of The FY 2018/19 State Accommodations Tax Allocations.

[Signature]
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA       PROBATE
COUNTY OF FLORENCE

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

[Signature]
Witness

[Signature]
Notary Public (S.C.)
My Commission Expires 12-14-18
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROXY

I hereby leave my voting proxy for the Approval Of A Change Order To Green Dream International, LLC In The Amount Of $90,489 For The Completion Of Rocking On Hosea Gibbs Road In District 6 To Be Funded From Capital Project Sales Tax II Funds, at the Regular meeting of County Council on June 21, 2018 with County Council Member STEVEN DeBerry. This proxy is for a "YES" vote on the question of Approval Of A Change Order To Green Dream International, LLC For Rocking Of Hosea Gibbs Road In District 6.

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

SWORN to before me this 20th day of June, 2018.

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

PROXY

I hereby leave my voting proxy for the Award of Bid No. 35-17/18 For Road Repairs To Hampton Pointe Dr. & Byrnes Blvd. In The Amount Of $91,421.55 To Kirven Construction Of Darlington, SC From FEMA Grant Funds, at the Regular meeting of County Council on June 21, 2018 with County Council Member Steven Debary. This proxy is for a "YES" vote on the question of Award of Bid No. 35-17/18 For Road Repairs To Hampton Pointe Drive and Byrnes Boulevard To Kirven Construction.

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

Witness

SWORN to before me this 25th day of June, 2018

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

PROXY

I hereby leave my voting proxy for the Authorization Of The De-Obligation Of The Expenditure Of Up To $10,000 From Council Districts' Infrastructure/Utility Funding Allocations To Assist With The Purchase Of A Vietnam Memorial For The Veterans Park As Approved By Council On March 16, 2017 And Approval Of The Expenditure Of Up To $10,000 From Council Districts' Infrastructure Funding Allocations (Approximately $1,112 From Each District) To Assist With The Purchase Of A Korean Monument For The Veterans Park In Florence at the regular meeting of County Council on June 21, 2018 with County Council Member Bradley. This proxy is for a "YES" vote on the question of Authorization of the De-Obligation and Approval of the Expenditure of Funds.

Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )

PROBATE

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

Witness

SWORN to before me this 28th day of June, 2018.

NOTARY PUBLIC (S.C.)
My Commission Expires 10-14-18
AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

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

A. ORDINANCE NO. 33-2017/18
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 A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Project R Rankin Solar Center, LLC, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Marion Counties; And Other Related Matters.

B. ORDINANCE NO. 35-2017/18
An Ordinance To Provide That A Public Referendum Be Held At The General Election In November, 2018 Pursuant To The Provisions Of S. C. Code Section 61-6-2010 To Determine Whether Or Not Temporary Permits May Be Issued To Allow The Possession, Sale, And Consumption Of Alcoholic Liquors By The Drink And To Allow The Sale Of Beer And Wine At Permitted Off-Premises Locations Without Regard To The Days Or Hours Of Sales In The County Of Florence.
AGENDA ITEM: Resolution of Appreciation & Recognition  
Ira S. “Buddy” Rainwater

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:  
A Resolution Of Appreciation And Recognition For Ira S. “Buddy” Rainwater For His Commendable And Meritorious Service.

OPTIONS:  
1. (Recommended) Approve the Proposed Resolution As Presented.  
2. Provide an alternate directive.

ATTACHMENTS:  
Copy of the proposed Resolution.
WHEREAS, Florence County Council seeks to publicly recognize unique individuals who utilize skills and talents they possess to serve others in the community; and

WHEREAS, Chaplain Ira S. “Buddy” Rainwater is one of those unique individuals that sought, found, seized and capitalized on the opportunity to provide a service to individuals that in most cases would be considered the outcast of society; and

WHEREAS, Buddy began his service as the Florence County Detention Center Chaplain in 2010 and was previously recognized by County Council in 2015 for the countless hours he devoted to providing a rehabilitative ministry to inmates incarcerated at the facility in Effingham and the resultant baptism of approximately 500 inmates, which has grown to over 1,000 since that time; and

WHEREAS, it has been said that “while many of us profess to have love for our fellow man, Buddy lives that out every day in how he treats everyone regardless of circumstances;” and

WHEREAS, the Florence County Council wishes to commend Ira S. ‘Buddy’ Rainwater for his ministry and the hope he has given to so many that had lost hope and we acknowledge that the hope he has instilled in individuals is not a superficial hope but an eternal one.

NOW, THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that CHAPLAIN IRA S. “BUDDY” RAINWATER, be presented this Resolution of Appreciation and Recognition in honor of his commendable and meritorious service.

Congratulations ‘Buddy’ on a job well done!
We wish you the very best in a well-earned retirement!

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

THE FLORENCE COUNTY COUNCIL:

______________________________
Kent C. Caudle, Chairman

______________________________
Willard Dorriety, Jr., Vice Chairman
AGENDA ITEM: Ordinance No. 32-2017/18  
Third Reading

DEPARTMENT: Planning and Zoning

ISSUE UNDER CONSIDERATION:
[An Ordinance For Text Amendments To The Florence County Code Of Ordinances,  
Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Sec.  
28.5-24. - Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V.  
– SIGN REGULATIONS, Sec. 30-202. – Signs On Private Property., Table VIII Number,  
Dimensions And Location Of Permitted Signs, By Zoning District; And Other Matters  
Related Thereto.]

POINTS TO CONSIDER:
1. The ambiguity of the current text was not an issue when the consolidated ordinance was  
originally written and enforced.

2. The intent of this amendment is to clarify this section of the zoning ordinance regarding  
billboards within the county and adjacent municipalities. Currently, the ordinance is not  
clear whether or not the distance between billboards is to be measured irrespective of  
municipal boundaries.

3. Added amended language to Sec. 28.5-24, corrected typographical error to Sec 30-202  
specifically Table VIII, and added amended language to footnote C of Table VIII.

4. With currently less consolidation, the language of the ordinance should clearly require the  
measure of distance to the nearest billboard regardless of municipal boundaries.

OPTIONS:
1. (Recommended) Approve as Presented.  

ATTACHMENTS:
1. Ordinance No. 32-2017/18  
2. Staff Report for PC#2018-07
ORDINANCE NO. 32-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Sec. 28.5-24. - Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Sec. 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs, By Zoning District; And Other Matters Related Thereto.]

WHEREAS:
1. The ambiguity of the current text was not an issue when the consolidated ordinance was originally written and enforced; and
2. The intent of this amendment is to clarify this section of the zoning ordinance regarding billboards within the county and adjacent municipalities. Currently, the ordinance is not clear whether or not the distance between billboards is to be measured irrespective of municipal boundaries; and
3. Added amended language to Sec. 28.5-24, corrected typographical error to Sec 30-202 specifically Table VIII, and added amended language to footnote C of Table VIII; and
4. With currently less consolidation, the language of the ordinance should clearly require the measure of distance to the nearest billboard regardless of municipal boundaries.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:
1. The Florence County Code Of Ordinances Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Sec. 28.5-24. - Spacing Requirements., shall be amended to read as follows:

Sec. 28.5-24. - Spacing requirements.

[The following spacing requirements shall be observed:]

1) One thousand two hundred feet on both sides of the road from another outdoor advertising structure. This measurement shall be made without respect to municipal boundaries within Florence County. Any billboard within any municipality within Florence County shall be measured with respect to the one thousand two hundred feet minimum separation distance.
2) Small signs, such as public signs, historic markers, church directionals, service club signs shall not be counted in the spacing requirements for outdoor advertising.

2. The Florence County Code of Ordinances Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Sec. 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs, By Zoning District shall be amended to read as follows:
<table>
<thead>
<tr>
<th>Sign Type</th>
<th>All Residential Zones</th>
<th>B-1</th>
<th>B-2</th>
<th>B-3</th>
<th>B-4</th>
<th>B-5/B-6</th>
<th>RU-1</th>
<th>RU-2</th>
<th>INS(B)</th>
<th>UZ(I)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freestanding</td>
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<td>Number permitted per lot(E)</td>
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<tr>
<td>Billboards</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
<td>N</td>
<td>N</td>
<td>NA</td>
</tr>
<tr>
<td>Other(J)</td>
<td>1(A)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1(A)</td>
<td>1</td>
<td>NA</td>
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<tr>
<td>Per feet of st. frontage</td>
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<tr>
<td>Billboards (C)</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>1:1,200</td>
<td>1:1,200</td>
<td>1:1,200</td>
<td>N</td>
<td>N</td>
<td>1:1,200</td>
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<tr>
<td>Other</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<td>NA</td>
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<td>Maximum sign area (s.f.)</td>
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<td>Billboards</td>
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<tr>
<td>Other</td>
<td>20</td>
<td>20</td>
<td>32</td>
<td>3 s.f. for each ft. st. frontage(G)</td>
<td>80</td>
<td>80</td>
<td>32</td>
<td>20</td>
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<td>(G)</td>
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<tr>
<td>Minimum setback from property line</td>
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<tr>
<td>Billboards</td>
<td>NA</td>
<td>NA</td>
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<td>10’</td>
<td>NA</td>
<td>10’</td>
<td>10’</td>
<td>NA</td>
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<tr>
<td>Other</td>
<td>5’</td>
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<td>5’</td>
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<td>Maximum height</td>
<td>12’</td>
<td>12’</td>
<td>24’</td>
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<td>12’</td>
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<tr>
<td>Building signs</td>
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<tr>
<td>Number permitted</td>
<td>1</td>
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<td>2</td>
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<tr>
<td>Maximum sign area (s.f.)</td>
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<td>NA</td>
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<td>NA</td>
<td>12</td>
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<tr>
<td>Maximum wall area (%)</td>
<td>NA</td>
<td>NA</td>
<td>25%</td>
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<tr>
<td>Temporary signs(2)</td>
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<td>See section 30-205</td>
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</tr>
</tbody>
</table>

Table Notes:

N/A = Not applicable
N = Not allowed
s.f. = Square feet

A. One-use identification sign, not exceeding 20 s.f. each is permitted for each entrance of a subdivision, residential project, or agricultural operation.

B. This column does not represent a zoning district. It applies to institutional and other nonresidential uses permitted under the Zoning Ordinance in a residential zoning district, i.e. churches, schools, parks, etc.

C. Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed. The measurement shall be made without respect to municipal boundaries within Florence County. Any billboard within Florence County shall be measured with respect to the one thousand two hundred feet minimum separation distance.

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

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

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Kent C. Caudle, Chairman

COUNCIL VOTE:

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney

ABSENT:
SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Sec. 28.5-24. - Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Sec. 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs, By Zoning District.

APPLICANT: Florence County

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
The intent of this amendment is to clarify this section of the zoning ordinance regarding billboards within the county and adjacent municipalities. Currently, the ordinance is not clear whether or not the distance between billboards is to be measured irrespective of municipal boundaries.

The ambiguity of the current text was not an issue when the consolidated ordinance was originally written and enforced.

With currently less consolidation, the language of the ordinance should clearly require the measure of distance to the nearest billboard regardless of municipal boundaries.

Therefore, The Florence County Code of Ordinances, Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Sec. 28.5-24. - Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Sec. 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs By Zoning District, shall be amended to read as follows:

Sec. 28.5-24. - Spacing requirements.

[The following spacing requirements shall be observed:]

1) One thousand two hundred feet on both sides of the road from another outdoor advertising structure. This measurement shall be made without respect to municipal boundaries within Florence County. Any billboard within any municipality within Florence County shall be measured with respect to the one thousand two hundred feet minimum separation distance.
2) Small signs, such as public signs, historic markers, church directionals, service club signs shall not be counted in the spacing requirements for outdoor advertising.

### Table VIII Number, Dimension, and Location of Permitted Signs, By Zoning District

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>All Residential Zones</th>
<th>B-1</th>
<th>B-2</th>
<th>B-3</th>
<th>B-4</th>
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<th>RU-2</th>
<th>INS(B)</th>
<th>UZ(\text{II})</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Freestanding</strong></td>
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<tr>
<td>Billboards</td>
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<tr>
<td>Other(J)</td>
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<td>Per feet of st. frontage</td>
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<td>N</td>
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<td>N</td>
<td>1:1,200</td>
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<td>1:1,200</td>
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<td>N</td>
<td>N</td>
<td>1:1,200</td>
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<tr>
<td>Other</td>
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<td>Maximum sign area (s.f.)</td>
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<tr>
<td>Billboards</td>
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<tr>
<td>Other</td>
<td>20</td>
<td>20</td>
<td>32</td>
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<td>80</td>
<td>80</td>
<td>32</td>
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<tr>
<td>Minimum setback from property line</td>
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<tr>
<td>Other</td>
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<tr>
<td>Maximum height</td>
<td>12’</td>
<td>12’</td>
<td>24’</td>
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<td>12’</td>
<td>12’</td>
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<tr>
<td>Building signs</td>
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<td></td>
<td></td>
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<tr>
<td>Number permitted</td>
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<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>NA</td>
</tr>
<tr>
<td>Maximum sign area (s.f.)</td>
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<td>12</td>
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<tr>
<td>Maximum wall area (%)</td>
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<td>NA</td>
<td>25%</td>
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<td>15%</td>
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<td>Temporary signs(2)</td>
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</tr>
</tbody>
</table>

Table Notes:

NA = Not applicable

N = Not allowed

s.f. = Square feet

A. One-use identification sign, not exceeding 20 s.f. each is permitted for each entrance of a subdivision, residential project, or agricultural operation.

B. This column does not represent a zoning district. It applies to institutional and other nonresidential uses permitted under the Zoning Ordinance in a residential zoning district, i.e. churches, schools, parks, etc.

C. Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed. The measurement shall be made without respect to municipal boundaries within Florence County. Any billboard within Florence County shall be measured with respect to the one thousand two hundred feet minimum separation distance.
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the Florence County Code of Ordinances, Chapter 28, SIGNS, ARTICLE II. OUTDOOR ADVERTISING STRUCTURES, Sec. 28.5-24. - Spacing Requirements., And Chapter 30, ZONING ORDINANCE, ARTICLE V. – SIGN REGULATIONS, Sec. 30-202. – Signs On Private Property., Table VIII Number, Dimensions And Location Of Permitted Signs By Zoning District.
AGENDA ITEM: Ordinance No. 33-2017/18 – Third Reading

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 A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Project R Rankin Solar Center, LLC, As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Marion Counties; And Other Related Matters.]

OPTIONS:
1. (Recommended) Approve Third Reading of Ordinance No. 33-2017/18 with Amendments.

ATTACHMENTS:
1. Proposed Ordinance No. 33-2017/18
2. Associated FILOT
ORDINANCE NO. 33-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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 A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND RANKIN SOLAR CENTER, LLC, AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; THE EXPANSION OF THE BOUNDARIES OF A JOINT INDUSTRIAL AND BUSINESS PARK LOCATED IN FLORENCE AND MARION COUNTIES; AND OTHER RELATED MATTERS.

WHEREAS:

1. Florence County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) 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; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended; and

2. Rankin Solar Center, LLC, a Virginia limited liability company, authorized to transact business in South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, “Company”) and any Sponsor Affiliates (as defined under the Act and the Fee Agreement (defined below)) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the
County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately $15,000,000 in new investment in real and personal property in the County (“Investment”); and

3. By its Resolution adopted on May 17, 2018, the County identified the Project, as required by the Act; and

4. The Project will comprise one or more parcels of real property or a portion thereof consisting of approximately 148 acres, more or less, within such tax map parcels bearing Tax Map Numbers 00273-01-005, with improvements thereon, a description of which is set forth on the attached Exhibit A (“Project Property”); and

5. Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Marion County, South Carolina (“Park”) pursuant to that Agreement for the Development of a Joint County Industrial and Business Park (“Park Agreement”), dated April 22, 2018; and

6. Pursuant to Section 3(A) of the Park Agreement, by resolution or ordinance of both counties, the boundaries of the Park may be enlarged to include additional property in either county, and the County desires to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and

7. In connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate to make the Investment; and (ii) the County to provide certain incentives; and

8. The County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of ad valorem taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as Exhibit B (“Fee Agreement”), but with the principal terms as follows: 35-year, 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2018, which the parties hereto believe to be 349.6 mills for the entire term of the FILOT arrangement; (ii) to provide an annual credit against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project (a) for the first five (5) FILOT Payments in an amount equal to the difference between the FILOT Payment due and $65,000 and (b) for all remaining FILOT Payments thereafter in an amount equal to the difference between the FILOT Payment due and $45,000 (each a
special Source Revenue Credit”), subject to the terms and conditions set forth in the Fee Agreement; and (iii) any other incentives further set forth in the Fee Agreement attached to this Ordinance (collectively, the “Incentives”); and

9. Percy Mondell Berry, III and Mary Wallace Berry (each a “Sponsor Affiliate”) (a) intend to participate in the investment under the Fee Agreement; and (b) wish to be approved by the County as Sponsor Affiliates, pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement; and

10. The parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

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

Section 1. Findings. The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County.

Section 2. Authorization to Execute and Deliver Fee Agreement. The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council be and it is hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Addition of Sponsor Affiliate(s). The County approves the Sponsor Affiliate’s participation in the Fee Agreement as Sponsor Affiliates as contemplated under the Act and the Fee Agreement.

Section 4. Expansion of Park to Include Project Property. The County hereby approves the enlargement of the boundaries of the Park to include the Project Property.
Section 5. No Recapitulation Required. Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 6. Further Acts. The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 7. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

ATTEST: FLORENCE COUNTY COUNCIL:

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

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

COUNCIL VOTE:
OPPOSED:
ABSENT:
EXHIBIT A

Project Property Legal Description

All that certain piece, parcel, lot or tract of land, with any improvements located thereon, situate, lying and being in the County of Florence, State of South Carolina, being shown and delineated as Tract no. 2 containing 148.3 acres, more or less, on a Survey prepared for the Heirs of R.C. Brunson and E.P. Brunson by Ervin Engineering Co., Inc. dated May 26, 1987 and recorded in the Office of the Clerk of Court of Florence County in Plat Book 28 at page 30; and having such metes, boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the lands conveyed to Percy Mondell Berry, Ill and Mary Wallace Berry, by Deed of Distribution of the Estate of Elizabeth Brunson Berry recorded 11/21/02 in Book A 708 page 840; and being the lands conveyed to Elizabeth B. Berry, Caroline B. Ward and Roberta B. Santos by Deed of Margaret B. Hill and Edward P. Brunson recorded 8/25/87 in Book A 271 page 830; and being the lands conveyed to Elizabeth B. Berry, Caroline B. Ward and Roberta B Santos by the Estate of R. Cummings Brunson filed 12/8/83 in Florence County Probate file no. 17,318.

TMS # 00273-01-005
EXHIBIT B

Fee Agreement

[Attached]
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BY AND AMONG

RANKIN SOLAR CENTER, LLC

AND

FLORENCE COUNTY, SOUTH CAROLINA

July 19, 2018
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I</th>
<th>DEFINITIONS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.1</td>
<td>Terms</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE II</th>
<th>REPRESENTATIONS AND WARRANTIES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2.1</td>
<td>Representations of the County</td>
<td>4</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Representations of the Company</td>
<td>5</td>
</tr>
<tr>
<td>Section 2.3</td>
<td>Representations of the Sponsor Affiliate</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE III</th>
<th>FILOT PAYMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 3.1</td>
<td>Negotiated Payments</td>
<td>5</td>
</tr>
<tr>
<td>Section 3.2</td>
<td>Special Source Revenue Credit</td>
<td>7</td>
</tr>
<tr>
<td>Section 3.3</td>
<td>FILOT Payments on Replacement Property</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.4</td>
<td>Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.5</td>
<td>Place and Allocation of FILOT Payments</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.6</td>
<td>Removal of Equipment</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.7</td>
<td>Damage or Destruction of Project</td>
<td>9</td>
</tr>
<tr>
<td>Section 3.8</td>
<td>Condemnation</td>
<td>9</td>
</tr>
<tr>
<td>Section 3.9</td>
<td>Maintenance of Existence</td>
<td>9</td>
</tr>
<tr>
<td>Section 3.10</td>
<td>Continuous Operation at Project</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.11</td>
<td>Confidentiality/Limitation on Access to Project</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.12</td>
<td>Addition of Sponsor Affiliates</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.13</td>
<td>Assignment and Subletting</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.14</td>
<td>Events of Default</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.15</td>
<td>Remedies on Default</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.16</td>
<td>Collection of FILOT Payments</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.17</td>
<td>Remedies Not Exclusive</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.18</td>
<td>Leased Equipment</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.19</td>
<td>Waiver of Recapitulation Requirements</td>
<td>12</td>
</tr>
<tr>
<td>Section 3.20</td>
<td>Fiscal Year; Property Tax Year</td>
<td>12</td>
</tr>
<tr>
<td>Section 3.21</td>
<td>Reports; Filings</td>
<td>12</td>
</tr>
<tr>
<td>Section 3.22</td>
<td>Payment of Administrative Expenses</td>
<td>12</td>
</tr>
</tbody>
</table>
### ARTICLE IV
**MISCELLANEOUS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Notices</td>
<td>14</td>
</tr>
<tr>
<td>4.2</td>
<td>Decommissioning Bond</td>
<td>15</td>
</tr>
<tr>
<td>4.3</td>
<td>FILOT Payment Bond</td>
<td>15</td>
</tr>
<tr>
<td>4.4</td>
<td>Binding Effect</td>
<td>15</td>
</tr>
<tr>
<td>4.5</td>
<td>Counterparts</td>
<td>15</td>
</tr>
<tr>
<td>4.6</td>
<td>Governing Law</td>
<td>15</td>
</tr>
<tr>
<td>4.7</td>
<td>Headings</td>
<td>15</td>
</tr>
<tr>
<td>4.8</td>
<td>Amendments</td>
<td>15</td>
</tr>
<tr>
<td>4.9</td>
<td>Further Assurance</td>
<td>166</td>
</tr>
<tr>
<td>4.10</td>
<td>Severability</td>
<td>166</td>
</tr>
<tr>
<td>4.11</td>
<td>Limited Obligation</td>
<td>16</td>
</tr>
<tr>
<td>4.12</td>
<td>Force Majeure</td>
<td>16</td>
</tr>
</tbody>
</table>

EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

EXHIBIT C: Section 4.3 FILOT Payment Bond Value
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of July 19, 2018, by and between Florence County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Florence County Council ("County Council") as the governing body of the County and Rankin Solar Center LLC, a Virginia limited liability company, as Sponsor (collectively, "Company") and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and any Sponsor Affiliate are referred to individually as a “Party” and, collectively, as “Parties”).

WITNESSETH:

(a) The County acting by and through its County Council is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State 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; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes ("FILOT") with respect to such investment; (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined under the Act) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately $15,000,000 in new investment in real and personal property in the County ("Investment"); and

(d) Pursuant to a resolution adopted June 21, 2018, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 33-2017/18 adopted July 19, 2018, authorized (i) the execution and delivery of this Fee Agreement with the Company and approved certain Joinder Agreements with certain Sponsor Affiliates participating in the Investment set forth in this Fee Agreement; and (ii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement; and
NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.


“Commencement Date” means the last day of the first property tax year in which Economic Development Property (defined below) is placed in service; however, such date shall be no later than the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

“County Council” means the Florence County Council, the governing body of the County.

“Department” and “SCDOR” means the South Carolina Department of Revenue.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property together with any and all additions, accessions, replacements and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Real Property by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, racking, inverters, cables, solar panels, and other personal property are personal property for purposes of applicable South Carolina law.
“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of execution of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es), which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company and any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and any Sponsor Affiliate, without regard to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets is reported by the Company and any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company and any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and any Sponsor Affiliate prior to the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period.

“Minimum Investment” shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means with respect to each Phase of the Project the day thirty-four years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the thirty-fourth full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.
“Real Property” means the real property upon which any part of the Project is to be constructed and expanded, as described in Exhibit A attached hereto and as supplemented from time to time, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company in respect of the Project, whose Investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(A) and 12-44-130 of the Act and who joins by executing a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company and any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.
Section 2.2  **Representations of the Company.** The Company hereby represents and warrants to the County as follows:

(a) The Company is a legal entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

Section 2.3  **Representations of the Sponsor Affiliate.** To the extent the Sponsor Affiliate joins this Fee Agreement pursuant to Section 3.11, the Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate, organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina and has the power to join this Fee Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Fee Agreement, or as applicable, the execution and delivery of a Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Sponsor Affiliate to participate in the Project along with the Sponsor in the County.

**ARTICLE III**  
**FILOT PAYMENTS**

Section 3.1  **Negotiated Payments.**

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make annual FILOT Payments for the entire Fee Term on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:
Step 1: Determine the fair market value of each Phase of the Project placed in service in any given year for such year and for the following 34 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty-four years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.

Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 349.6 mills, which is believed to be that rate in effect on June 30, 2018, for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of thirty-five (35) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

Step 4: The County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined and subject to the terms and conditions described under Section 3.2 of this Fee Agreement.

(c) In the event that the Act, the FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as appropriate, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to ad valorem taxation, the payments in lieu of ad valorem taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.
Section 3.2 Special Source Revenue Credit.

(a) As an inducement for the Investment and in accordance with Section 12-44-70 of the Act, with respect to up to $16,500,000 in Investment in the Project (the “Base Investment”) the County grants to the Company and any Sponsor Affiliate an annual Special Source Revenue Credit (“SSRC”) equal to the difference between $65,000 and the FILOT Payment(s) due for the first five (5) years FILOT Payment(s) are due and thereafter, the SSRC shall be equal to the difference between $45,000 and each subsequent FILOT Payment due(s) from the Company and any Sponsor Affiliate.

(b) With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment(s) (the resulting net amount of the FILOT Payment(s) being the “Adjusted FILOT Payment”) on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company and any Sponsor Affiliate shall be permitted to utilize its portion of the SSRC to offset any qualifying expenditures as provided under the Code, including under the Act and the Infrastructure Credit Act.

If for any reason the Adjusted FILOT Payment to be made with respect to any year is more than the FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Act, the Company shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Adjusted FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended, as allowed under the Act.

(c) If, as of the end of the Investment Period, the actual investment in Economic Development Property at the Project (“Actual Investment”) is greater than $16,500,000, the actual investment over $16,500,000 (the “Excess Investment”) shall be reported on a separate Schedule S form to the Company’s annual PT-300 filing (or successor form). The Excess Investment shall qualify for the FILOT incentive described above in Section 3.1 together with an annual SSRC equal to 65% of the FILOT Payment due on the Excess Investment for the term of this Fee Agreement. The SSRC provided under this Section 3.2(c) for Excess Investment shall be in lieu of any additional SSRCs.

(d) In the event the aggregate Adjusted FILOT Payment is declared invalid or unenforceable, this Fee Agreement shall automatically reform to reflect the terms that would otherwise result in an annual payment arrangement equivalent to that set forth in this Fee Agreement.

(e) If this Fee Agreement terminates pursuant to Section 3.10, the County terminates the Fee Agreement due to an Event of Default by the Company, or the Company elects to terminate this Fee Agreement with or without cause, the Company shall pay the County a payment equal to the difference between the total amount of Adjusted FILOT Payments made with respect to the Base Investment under Section 3.2(a) above and the total amount of FILOT Payments, as calculated pursuant to Section 3.1, which would have been due for the year in which Adjusted FILOT Payments have been made with respect to the Base Investment, less an SSRC in an amount equal to 65% of such FILOT Payments, to be calculated as follows:

<table>
<thead>
<tr>
<th></th>
<th>(Total FILOT Payments as calculated per Section 3.1 on Base Investment) – (SSRC equal to 65% of such FILOT Payments) =</th>
<th>Total Alternative Adjusted FILOT Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(Total Alternative Adjusted FILOT Payments) – (Total Adjusted FILOT Payments actually made on Base Investment) =</td>
<td>Payment due to County</td>
</tr>
</tbody>
</table>
This payment shall be the County’s sole remedy for the Company’s termination of the Project or the Fee Agreement.

Section 3.3  FILOT Payments on Replacement Property. If the Company and, as applicable, any Sponsor Affiliate elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty-five (35) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property. Notwithstanding the existence of any Excess Value as a result of the installation of Replacement Property at the Project, the total amount of payments due to the County for the Project shall not exceed in the aggregate the Adjusted FILOT Payment due. If legally necessary to ensure this obligation by the County to the Company or any Sponsor Affiliate, the County would take all necessary action, including but not limited to, the provision of additional annual property tax abatements against the payments due in connection with the Excess Value, including an adjustment to the SSRC, for the entire remainder of the Term.

Section 3.4  Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.5  Place and Allocation of FILOT Payments. The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.6  Removal of Equipment. Subject always to Section 3.3, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.
Section 3.7  Damage or Destruction of Project.

(a)  Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.23.

(b)  Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c)  Election to Remove. In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elect not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.8  Condemnation.

(a)  Complete Taking. If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.23.

(b)  Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.23 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9  Maintenance of Existence. The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.13 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.
Section 3.10 Continuous Operation of Project. Should the Company cease operations at the Project for a continuous period of more than 12 months, this Fee Agreement shall terminate.

Section 3.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’ operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; (ii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information (provided that such information is clearly marked or designated by the Company as “CONFIDENTIAL INFORMATION”) to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officer, employee or agent of the County or any supporting or cooperating governmental agency who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.12 Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and who agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this Fee Agreement subject to any reasonable changes not materially adverse to the County.

Section 3.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a resolution, not to be unreasonably withheld.

Section 3.14 Events of Default. The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:
(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes;

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under the Fee Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County;

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration; or

(d) A cessation of operations for a continuous 12 months at the Project.

Section 3.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate(s), of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

Section 3.16 Collection of FILOT Payments. In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of ad valorem taxes to collect any FILOT Payments due hereunder.

Section 3.17 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.18 Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of
lease, then that personal property, at the Company’s or Sponsor Affiliates’ sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

Section 3.19 Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.20 Fiscal Year; Property Tax Year. If the Company’s and, as applicable, any Sponsor Affiliate’s, fiscal year changes so as to cause a change in the Company’s or Sponsor Affiliate’s property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.21 Reports; Filings.

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

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, to be filed with the Florence County Auditor, the Florence County Assessor, the Florence County Finance Director, and the Department within thirty (30) days of the date of execution and delivery of this Fee Agreement.

Section 3.22 Payment of Administrative Expenses. The Company will reimburse the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney’s fees and costs, actually incurred, by the County with respect to the County’s fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project (“Transaction Documents”) in the implementation of its terms and provisions (“Administrative Expenses”). Such Administrative Expenses shall not exceed $10,000 in total. The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto.

Section 3.23 Termination. Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effective immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to ad valorem tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.
Section 3.24 Waiver of Benefits of Future Legislation. The Sponsor and any Sponsor Affiliates agree to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If Sponsor and Sponsor Affiliate claim any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by Sponsor and any Sponsor Affiliate, as applicable.

Section 3.25 Indemnification Covenants.

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

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

(c) These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.
ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may subsequently furnish in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

WITH COPIES TO: Florence County, South Carolina
(shall not constitute notice)
ATTN: D. Malloy McEachin
McEachin Law Firm
323 South McQueen Street
Florence, South Carolina 29501
Telephone: (843) 665-0135
Facsimile: (843) 665-0716
Email: malloy@mceachinlawfirm.com

and

Haynsworth Sinkler Boyd, P.A.
ATTN: Will R. Johnson
P.O. Box 11889
Columbia, SC 29211-1889
Telephone: (803) 779-3080
Facsimile: (803) 765-1243
Email: wjohnson@hsblawfirm.com

AS TO THE COMPANY: Rankin Solar Center, LLC
ATTN: Nelson Teague
321 East Main Street, Suite 300
Charlottesville, Virginia 22902
Telephone: (434) 293-7589
Facsimile: (434) 321-4397
Email:

ATTN: Legal Department
150 E. Colorado Blvd, Suite 100
Pasadena, California 91105
Email: CELegal@coronalenergy.com

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice)
ATTN: Sam Moses
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Section 4.2 Decommissioning Bond. Prior to the due date of the first FILOT payment hereunder, the Company shall obtain an irrevocable surety bond or an irrevocable letter of credit to secure payment of the costs to remove the Equipment at the end of the Fee Term, or earlier in the event of a cessation of operations at any time during the Fee Term. Such bond shall be in an amount equal to the lesser of $50,000 or at least 110% of the estimated costs to remove Equipment at the Project, minus the salvage value of Equipment. Any bond or letter of credit with respect to removing Equipment obtained by the Company to comply with a lease agreement for the Real Property upon which the Project is constructed, that otherwise satisfies the requirements herein, shall meet the Company’s obligation with respect to this Section 4.2. Further, by execution of a Joinder Agreement in the form attached hereto as Exhibit B, any owner of land upon which the Project is located hereby authorizes the County to enter upon its land for the purposes of effectuating a removal of the Equipment from the property upon a cessation of operations and a failure to remove such Equipment promptly thereafter.

Section 4.3 FILOT Payment Bond. Prior to the due date of the first FILOT Payment hereunder, the Sponsor shall provide an irrevocable surety or performance bond or irrevocable letter of credit to secure the performance of its obligations hereunder, including but not limited to any payment obligations that may arise pursuant to Sections 3.2(e). Coverage under such surety or performance bond or irrevocable letter of credit shall be in at least the amounts as set forth in Exhibit C for each corresponding tax year. The surety or performance bond or irrevocable letter of credit shall be for the benefit of the County, and the issuer as well as the form and substance thereof must be agreeable to the County, as determined by the County Administrator, provided that consent may not be unreasonably withheld, conditioned, or delayed.

Section 4.4 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.5 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.6 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.7 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.8 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.
Section 4.9  Further Assurance. From time to time, and at the Company’s and Sponsor Affiliates’ expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.10  Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.11  Limited Obligation. NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.12  Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company’s reasonable control.

[signatures on following pages]
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

______________________________
Kent C. Caudle, Chairman
Florence County Council

______________________________
K.G. "Rusty" Smith Jr.
County Administrator

(SEAL)

ATTEST:

______________________________
Connie Y. Haselden, Clerk to Council
Florence County, South Carolina
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RANKIN SOLAR CENTER, LLC

BY____________________________________

ITS____________________________________
EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain piece, parcel, lot or tract of land, with any improvements located thereon, situate, lying and being in the County of Florence, State of South Carolina, being shown and delineated as Tract no. 2 containing 148.3 acres, more or less, on a Survey prepared for the Heirs of R.C. Brunson and E.P. Brunson by Ervin Engineering Co., Inc. dated May 26, 1987 and recorded in the Office of the Clerk of Court of Florence County in Plat Book 28 at page 30; and having such metes, boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the lands conveyed to Percy Mondell Berry, Ill and Mary Wallace Berry, by Deed of Distribution of the Estate of Elizabeth Brunson Berry recorded 11/21/02 in Book A 708 page 840; and being the lands conveyed to Elizabeth B. Berry, Caroline B. Ward and Roberta B. Santos by Deed of Margaret B. Hill and Edward P. Brunson recorded 8/25/87 in Book A 271 page 830; and being the lands conveyed to Elizabeth B. Berry, Caroline B. Ward and Roberta B Santos by the Estate of R. Cummings Brunson filed 12/8/83 in Florence County Probate file no. 17,318.

TMS # 00273-01-005
EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective July 19, 2018 ("Fee Agreement"), between Florence County, South Carolina ("County") and Rankin Solar Center, LLC ("Company").

1. Joinder to Fee Agreement.

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

The Sponsor Affiliate acknowledges that all references in the Fee Agreement to rights and obligations of the Company in the Fee Agreement apply to the Sponsor Affiliate with respect to its investment in the Project.

If the Sponsor Affiliate is the owner of real property upon which the Project is located, the Sponsor Affiliate specifically ratifies the County’s right to enter upon its property to effectuate a removal of Equipment in the event of a cessation of operations of the Project, all as further provided in Section 4.2 of the Fee Agreement.

The Company (a) agrees to be responsible for all repayment obligations that arise pursuant to the Fee Agreement, unless otherwise agreed to through a separate agreement in writing by and between the Company and the Sponsor Affiliate (including any lease agreements that have been or will be assigned to the Company in connection with the Project); and (b) agrees to indemnify the Sponsor Affiliate against all claims brought against it arising from the Fee Agreement, provided that such repayment obligation is not an obligation of the Sponsor Affiliate under a separate agreement in writing as set forth above or the claim is not a result of Sponsor Affiliate’s own negligence, bad faith, fraud, deceit, or willful misconduct.

2. Capitalized Terms.

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


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

4. Notice.

Notices under Section 4.1 of the Fee Agreement shall be sent to:

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

Date

Name of Entity

By:
Name:
Title:
Address:

[signature page follows]
IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
Address: ____________________________
EXHIBIT C

Section 4.3 FILOT Payment Bond Value

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<th>Tax Year after Commencement Date</th>
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ORDINANCE NO. 33-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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 A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND PROJECT R RANKIN SOLAR CENTER, LLC, AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; THE EXPANSION OF THE BOUNDARIES OF A JOINT INDUSTRIAL AND BUSINESS PARK LOCATED IN FLORENCE AND MARION COUNTIES; AND OTHER RELATED MATTERS.

WHEREAS:

1. Florence County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) 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; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended; and

2. Project R, a [enter state and entity] Rankin Solar Center, LLC, a Virginia limited liability company, authorized to transact business in South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, “Company”) and any Sponsor Affiliates (as defined under the Act and the Fee Agreement (defined below)) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain
commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately $15,000,000 in new investment in real and personal property in the County (“Investment”); and

3. By its Resolution adopted on June 21, 2018, the County identified the Project, as required by the Act; and

4. The Project will comprise one or more parcels of real property or a portion thereof consisting of approximately [enter] 148 acres, more or less, within such tax map parcels bearing Tax Map Numbers [enter] 00273-01-005, with improvements thereon, a description of which is set forth on the attached Exhibit A (“Project Property”); and

5. Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Marion County, South Carolina (“Park”) pursuant to that Agreement for the Development of a Joint County Industrial and Business Park (“Park Agreement”), dated April 22, 2018; and

6. Pursuant to Section 3(A) of the Park Agreement, by resolution or ordinance of both counties, the boundaries of the Park may be enlarged to include additional property in either county, and the County desires to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and

7. In connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate to make the Investment; and (ii) the County to provide certain incentives; and

8. The County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of ad valorem taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as Exhibit B (“Fee Agreement”), but with the principal terms as follows: 35-year, 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2017, which the parties hereto believe to be 349.6 mills for the entire term of the FILOT arrangement; (ii) to provide an annual credit against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project (a) for the first five (5) FILOT Payments in an amount equal to the difference between the FILOT Payment due and $65,000 and (b) for all remaining FILOT Payments thereafter in an amount equal to the difference between the FILOT Payment due and $45,000 (each a “Special Source Revenue Credit”), subject to the terms and conditions set forth in the Fee
Agreement; and (iii) any other incentives further set forth in the Fee Agreement attached to this Ordinance (collectively, the “Incentives”); and

9. [ENTER] Percy Mondell Berry, III and Mary Wallace Berry (each a “Sponsor Affiliate”) (a) intends to participate in the investment under the Fee Agreement; and (b) wishes to be approved by the County as Sponsor Affiliates, pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement; and

10. The parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

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

Section 1. Findings. The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County.

Section 2. Authorization to Execute and Deliver Fee Agreement. The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council be and it is hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Addition of Sponsor Affiliate(s). The County approves the Sponsor Affiliate’s participation in the Fee Agreement as Sponsor Affiliates as contemplated under the Act and the Fee Agreement.

Section 4. Expansion of Park to Include Project Property. The County hereby approves the enlargement of the boundaries of the Park to include the Project Property.

Section 5. No Recapitulation Required. Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the
Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 6. **Further Acts.** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 7. **General Repealer.** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. **Severability.** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

ATTEST:      FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Clerk to County Council

Kent C. Caudle, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:
EXHIBIT A

Project Property Legal Description

All that certain piece, parcel, lot or tract of land, with any improvements located thereon, situate, lying and being in the County of Florence, State of South Carolina, being shown and delineated as Tract no. 2 containing 148.3 acres, more or less, on a Survey prepared for the Heirs of R.C. Brunson and E.P. Brunson by Ervin Engineering Co., Inc. dated May 26, 1987 and recorded in the Office of the Clerk of Court of Florence County in Plat Book 28 at page 30; and having such metes, boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the lands conveyed to Percy Mondell Berry, Ill and Mary Wallace Berry, by Deed of Distribution of the Estate of Elizabeth Brunson Berry recorded 11/21/02 in Book A 708 page 840; and being the lands conveyed to Elizabeth B. Berry, Caroline B. Ward and Roberta B. Santos by Deed of Margaret B. Hill and Edward P. Brunson recorded 8/25/87 in Book A 271 page 830; and being the lands conveyed to Elizabeth B. Berry, Caroline. B. Ward and Roberta B Santos by the Estate of R. Cummings Brunson filed 12/8/83 in Florence County Probate file no. 17,318.

TMS # 00273-01-005
EXHIBIT B

Fee Agreement

[Attached]
AGENDA ITEM: Ordinance No. 34-2017/18 – Third Reading

DEPARTMENT: Administration
Finance Department

ISSUE UNDER CONSIDERATION:
[An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Dollar ($1,000,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.]

POINTS TO CONSIDER:
1. The proceeds of this bond will be combined with approximately $1,000,000 in CPST2 funds (for a total of approximately $2,000,000) for the construction of a new fire station for the West Florence Volunteer Fire Department to be constructed in the Pine Needles Road area.
2. The issuance of this bond will also result in an increase of approximately $1,000,000 in the fund balance for the Fire and First Responder Fund (Fund 37). The current budget for this fund for FY2018/19 uses $1,000,000 in revenue to be used for the construction of this station. Since this amount will be funded by the issuance of a bond, this amount will be added to the fund balance of Fund 37, giving this fund a more appropriate level of fund balance by the end of FY2018/19.

FUNDING FACTORS:
1. The annual debt service on these bonds will be funded by approximately 0.5 mill increase in the Fire and First Responder Debt Service Fund (Fund 49). Even with this small increase, the millage rate for this fund for FY2018/19 will be 4.4 mills, which is a 3.0 mill decrease from the 7.4 mill level in FY2017/18.

OPTIONS:
1. (Recommended) Approve Third Reading of Ordinance No. 34-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 34-2017/18
ORDINANCE NO. 34-2017/18
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION DOLLAR ($1,000,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.
TABLE OF CONTENTS

ARTICLE I
FINDINGS OF FACT

Section 1.01 Findings.................................................................................................................................. 1
Section 1.02 Statutory Authorization........................................................................................................... 1
Section 1.03 Recital of Applicable Constitutional Provisions................................................................. 1
Section 1.04 Holding of Public Hearing and Notice Thereof................................................................. 2
Section 1.05 Ability to Meet Arbitrage Requirements............................................................................. 2

ARTICLE II
DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.............................................................................................................................. 3
Section 2.02 Construction........................................................................................................................... 4

ARTICLE III
ISSUANCE OF BOND

Section 3.01 Ordering the Issuance of the Bond......................................................................................... 5
Section 3.02 Maturity Schedule of Bond.................................................................................................... 5
Section 3.03 Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.................................................................................................................. 5
Section 3.04 Execution and Authentication............................................................................................... 5
Section 3.05 Exchange of the Bond........................................................................................................... 6
Section 3.06 Transferability and Registry................................................................................................... 6
Section 3.07 Transfer of the Bond............................................................................................................. 6
Section 3.08 Regulations with Respect to Exchanges and Transfers....................................................... 6
Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond......................................................................... 6
Section 3.10 Holder As Owner of Bond.................................................................................................... 7
Section 3.11 Cancellation of the Bond....................................................................................................... 7
Section 3.12 Payments Due on Saturdays, Sundays and Holidays.......................................................... 7
Section 3.13 Tax Exemption in South Carolina.......................................................................................... 7
Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond............................ 8
Section 3.15 Notice to Auditor and Treasurer........................................................................................... 8
Section 3.16 Form of Bond........................................................................................................................ 8

ARTICLE IV
REDEMPTION OF BOND

Section 4.01 Redemption of Bond........................................................................................................... 9

ARTICLE V
SALE OF BOND

Section 5.01 Award of Bond..................................................................................................................... 10
Section 5.02 Notice of Private Sale........................................................................................................... 10
ARTICLE VI
DISPOSITION OF PROCEEDS OF SALE OF BOND
Section 6.01 Disposition of Bond Proceeds Including Temporary Investments ........................................... 11

ARTICLE VII
DEFEASANCE OF BOND
Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to have been paid and Defeased ............................................................................................................. 12

ARTICLE VIII
CERTAIN TAX CONSIDERATIONS
Section 8.01 Covenants to Comply with Requirements of the Code ............................................................... 13
Section 8.02 Ability to Meet Arbitrage Requirements ...................................................................................... 13
Section 8.03 Qualified Tax-Exempt Obligation ................................................................................................. 13

ARTICLE IX
MISCELLANEOUS
Section 9.01 Savings Clause .......................................................................................................................... 14
Section 9.02 Successors .................................................................................................................................... 14
Section 9.03 Ordinance to Constitute Contract ............................................................................................... 14
Section 9.04 Filing of Copies of Ordinance .................................................................................................... 14
Section 9.05 Continuing Disclosure Covenant ................................................................................................ 14
Section 9.06 Further Action by Officers of County .......................................................................................... 15
Section 9.07 Effective Date of Ordinance ....................................................................................................... 15

EXHIBIT A – NOTICE OF PUBLIC HEARING
EXHIBIT B – FORM OF BOND
EXHIBIT C – NOTICE OF PRIVATE SALE
EXHIBIT D – OFFICIAL NOTICE OF SALE
BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Ordinance, the Florence County Council (the “Council”), the governing body of Florence County, South Carolina (the “County”), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

1. By Ordinance No. 18-2013/14, the Council established and created a fire protection district known as the Florence County Fire Protection District (the “District”).

2. Pursuant to the Enabling Ordinance, the District was created in order to provide fire protection within the District and to provide a means for the financing of improvements to the District.

3. After due investigation, the Council has determined that in order to carry out the purposes of the Enabling Ordinance, and to provide adequate fire protection within the District it is necessary to acquire (including acquisition of real property), construct, furnish, and equip vehicles and other equipment for use by the District, including without limitation a new headquarters for West Florence fire station (the “Project”). It is presently estimated that a portion of the cost of the Project not payable from other funds available to the County and the cost of issuance of a general obligation Bond issued to finance such Equipment will be approximately $1,000,000. The Council has thus determined to issue a general obligation Bond of the County in an amount not to exceed $1,000,000 to finance the cost of the Project and the cost of issuance of such Bond.

Section 1.02 Statutory Authorization

Section 4-19-50 of the Code of Laws of South Carolina, 1976, as amended, authorizes the County to issue general obligation bonds to establish, maintain and operate fire protection districts and to construct, acquire and build necessary fire stations within such districts, to acquire sites for such stations, and to acquire all necessary equipment and apparatus for the provision of fire protection service.

Section 1.03 Recital of Applicable Constitutional Provisions.

Pursuant to the provisions of paragraph (7) of Section 14 of Article X of the South Carolina Constitution, the County is authorized to issue general obligation debt which is incurred pursuant to and within the limitations described by Section 12 of Article X. In accordance with the provisions of Section 12 of Article X and pursuant to the provisions of this Ordinance, the Council shall impose upon all taxable property within the District an ad valorem tax in an amount designed to provide debt service on the Bond authorized hereby. Further, pursuant to the provisions of Section 12 and paragraph (7) of §14 of Article X, debt incurred in this manner is not to be considered in computing the general obligation debt limit of the County.
Section 1.04 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth as Exhibit A attached hereto.

Section 1.05 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures of the proceeds of the Bond authorized hereby will be made, and it has been ascertained that all of the money received from the proceeds of the Bond will be expended within the limitations imposed by Section 148(c) of the Internal Revenue Code of 1986, as amended, so that the Council will be able to certify upon reasonable grounds that the Bond is not an “arbitrage Bond” within the meaning of Section 148(c) of the Internal Revenue Code of 1986, as amended.

* * *
ARTICLE II
DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Authorized Investments” means any securities which are authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina.

“Authorized Officer” means the Chairman, or the Vice-Chairman of the Council and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Bond” means the Bond issued in accordance with the provisions of this Ordinance.

“Bondholder” or “Holder” or “Holder of Bond” or “Owner” or similar term means, when used with respect to the Bond means any person who shall be registered as the owner of the Bond outstanding.

“Bond Payment” means the annual payments of principal of and semi-annual payments of interest on the Bond or such other date or dates for payment of principal and interest on the Bond as determined by the County Administrator pursuant to Section 3.02 hereof.

“Bond Payment Date” means each date on which the Bond Payment shall be payable.

“Council” means the Florence County Council, South Carolina, the governing body of said County or any successor governing body of said County.

“County” means Florence County, South Carolina.

“District” means the Florence County Fire Protection District.


“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Holder” means the registered owner, from time to time, of the Bond as shown on the registration books of the County maintained by the Registrar.

“Ordinance” shall mean this ordinance of County Council authorizing the issuance of the Bond.

“Outstanding”, when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore delivered pursuant to this Ordinance except:
(a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(b) any Bond deemed to have been paid in accordance with the provisions of Section 7.01 hereof and;

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Paying Agent” means the County Treasurer of Florence County.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Record Date” means the 15th day immediately preceding each Bond Payment Date.

“Registrar” means the County, acting through the Clerk to County Council.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

1. Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

2. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

3. Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

4. Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

* * *
ARTICLE III

ISSUANCE OF BOND

Section 3.01 Ordering the Issuance of the Bond.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Project described in Section 1.01 hereof, there shall be issued a not exceeding One Million Dollar ($1,000,000) general obligation bond of the County, designated General Obligation Bond, Series 2018, of Florence County, South Carolina (Florence County Fire Protection District). The County Administrator of the County (the “County Administrator”) is hereby authorized, in consultation with the District, to determine the exact principal amount of the issue authorized hereby based upon the cost of the Project described in Section 1.01(4) hereof, the cost of issuance of the Bond, and the acceptable level of millage to be levied in the District for the payment of the Bond.

Section 3.02 Maturity Schedule of Bond.

The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. The County Administrator is authorized to determine and designate the schedule for payment of the principal and interest installments of the Bond, provided, however, that the final maturity of the principal on the Bond shall be due not more than fifteen (15) years from the date of issuance of the Bond and the first Bond Payment Date is not more than 12 months from the date of issuance of the Bond.

Section 3.03 Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.

(a) The Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bond shall be issued in the form of one (1) fully registered bond.

(c) The Bond Payments shall be payable to the Person appearing on each Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Dates. Payment of the final Bond Payment shall be made when the same is due and payable upon the presentation and surrender for cancellation of the Bond.

Section 3.04 Execution and Authentication.

(a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer or Officers, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of its Secretary or other Authorized Officer (other than the officer or officers executing the Bond). The Bond may bear the manual signature of any person who shall have been such an Authorized Officer authorized to sign the Bond at the time such Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of the Bond.

(b) The Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate
of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Resolution.

Section 3.05  Exchange of the Bond.

The Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.06  Transferability and Registry.

The Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County, as Registrar, shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

Section 3.07  Transfer of the Bond.

The Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08  Regulations with Respect to Exchanges and Transfers.

The Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding any (a) Bond Payment Date, or (b) date upon which the Bond will be redeemed.

Section 3.09  Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss or theft of the Bond, and there is delivered to the Registrar such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a bona fide purchaser, the County shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor, maturity
and interest rate bearing a number unlike that of such mutilated, destroyed, lost or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is to become due for final payment within one year, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.09, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to the Resolution.

(d) The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost or stolen Bond or securities.

Section 3.10 Holder As Owner of Bond.

In its capacity as Registrar, the County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes, and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.11 Cancellation of the Bond.

The Registrar shall destroy the Bond when the same shall be surrendered to it for cancellation. In such event, the Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.12 Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.13 Tax Exemption in South Carolina.

The Bond Payments shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.
Section 3.14  **Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.**

For the payment of principal of and interest on the Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged. Pursuant to the provisions of Section 12 of Article X of the Constitution there shall be levied an ad valorem tax upon all taxable property located within the District sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.15  **Notice to Auditor and Treasurer.**

The Auditor and Treasurer of Florence County, South Carolina, shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the District ad valorem property taxes in an amount sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.16  **Form of Bond.**

The form of the Bond, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

* * *
ARTICLE IV

REDEMPTION OF BOND

Section 4.01 Redemption of Bond.

The Bond may be made subject to redemption prior to maturity in the discretion of the County Administrator upon such terms as may be agreed upon by the County Administrator and the purchaser of the Bond.

* * *
ARTICLE V

SALE OF BOND

Section 5.01 Award of Bond.

The County Administrator is hereby authorized to solicit bids for the purchase of the Bond at a price not less than par from at least three (3) financial institutions, and to award the Bond to the financial institution offering to purchase it with the lowest net interest cost. Net interest cost shall consist of the total interest to be paid on the Bond from the date of its delivery until its final maturity, less any cash premium offered therefor.

Section 5.02 Notice of Private Sale.

As required by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, there shall be published in a newspaper of general circulation within the County a notice of private sale, which publication shall take place not less than seven (7) days prior to the delivery of the bond authorized hereby. The form of such notice is attached hereto as Exhibit C.

In the event the County Administrator and the County Finance Director determine that the maturity of the Bond shall exceed ten (10) years pursuant to Section 3.02 hereof, the Bond shall be sold at public sale at a price of not less than par and accrued interest, if any, to the date of delivery. Bids for the Bond shall be received until such time and on such date to be selected by the County Administrator. The Bond shall be advertised for sale, in the discretion of the County Administrator, in THE BOND BUYER, a financial journal published in the City of New York, or in THE STATE, a newspaper of general circulation in the State of South Carolina, and which shall appear at least once, not less than seven (7) days before the date set for said sale. The form of the Notice of Sale shall be substantially as set forth in Exhibit D attached hereto and the conditions of sale of the Bond shall be as set forth in the Notice of Sale; provided, however, that a summary notice of sale may be published in lieu of the Official Notice of Sale.

* * *
ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bond shall be paid to the Treasurer of Florence County, to be deposited in a separate Bond Account, and shall be expended and made use of by the Council to defray the cost of issuing the Bond and to defray the costs of acquiring the Project described in Section 1.01 hereof. Pending the use of Bond proceeds, the same shall be invested and reinvested by the Treasurer of Florence County in Authorized Investments. All earnings from such investments shall be applied, at the direction of the Council, either (1) to defray the cost of the undertakings for which the Bond is issued and if not required for this purpose, then (2) to pay the first maturing installments of interest on the Bond from the proceeds of which such earnings were derived; if any balance remains, it shall be held by the Treasurer of Florence County in a special fund, invested in Government Obligations with a yield not in excess of the yield on such Bond and used to effect the retirement thereof.

Neither the purchaser nor Holder of the Bond shall be liable for the proper application of the proceeds thereof.

* * *
ARTICLE VII

DEFEASANCE OF BOND

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to have been paid and Defeased.

If the Bond and the interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) A third party fiduciary, which shall be any bank, trust company or national banking association which is authorized to provide corporate trust services (the “Fiduciary”), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of all Bond Payments due thereunder; or

(2) If default in the payment of the Bond Payment due shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time the Fiduciary shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bond prior to its stated maturity and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay when due the Bond Payments due and to become due, together with any redemption premium applicable thereto.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the Bond Payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payments and redemption premium, if any, on the Bond; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, if not then needed for such purpose, shall to the extent practicable be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Bond Payments and redemption premium, if any, to become due on the Bond on and prior to the Bond Payment Dates thereof, and interest earned from such reinvestments not required for the payment of the Bond Payments and redemption premium, if any, may be paid over to the County, free and clear of any trust, lien or pledge.

* * *
ARTICLE VIII
CERTAIN TAX CONSIDERATIONS

Section 8.01 Covenants to Comply with Requirements of the Code.

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information reports with the Internal Revenue Service) which failure will, cause interest on the Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of each of the Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

1. All property provided by the net proceeds of the Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

2. The County shall not permit the proceeds of the Bond or any facility financed with the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

3. The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

4. The County will not sell or lease the Project or any property provided by the Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bond.

5. The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the projects and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bond.

Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant thereto. Accordingly, the Council will be able to certify upon reasonable grounds that the Bonds herein provided for are not “arbitrage bonds” within the meaning of Section 148 of the Code.

Section 8.03 Qualified Tax-Exempt Obligation.

The Council reasonably expects that the County and all entities subordinate thereto will not issue tax-exempt obligations in calendar year 2018 in principal amount exceeding $10,000,000; accordingly, the County hereby designates the Bond as a “qualified tax exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.

* * *
ARTICLE IX

MISCELLANEOUS

Section 9.01  Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9.02  Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.03  Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection, and security of the Holders of the Bond.

Section 9.04  Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council, and in the office of the Clerk of Court for Florence County (as a part of the Transcript of Proceedings).

Section 9.05  Continuing Disclosure Covenant.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

(a) An annual independent audit, within thirty days of the County's receipt of the audit; and

(b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 9.05 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.
Section 9.06  Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required
to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be
required of them, which includes but is not limited to providing the notice and conducting the public hearing
described in Section 1.04 hereof. In the absence of any officer of the County Council herein authorized to
take any act or make any decision, the County Administrator is hereby authorized to take any such act or
make any such decision.

Section 9.07  Effective Date of Ordinance.

This Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of
County Ordinances and indexed under the general heading “AN ORDINANCE TO PROVIDE FOR THE
ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION DOLLAR ($1,000,000)
GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE
COUNTY FIRE PROTECTION DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH
THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT
OF SAID BOND, AND OTHER MATTERS RELATING THERETO.”

DONE IN MEETING DULY ASSEMBLED, this 19th day of July, 2018.

ATTEST:  FLORENCE COUNTY COUNCIL:

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

COUNCIL VOTE:

APPROVED AS TO FORM AND CONTENT
D. Malloy McEachin, Jr., County Attorney

OPPOSED:

ABSENT:
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Florence County Council will conduct a public hearing on the proposed adoption of an Ordinance entitled “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION DOLLAR ($1,000,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO” in County Council Chambers, located on the 8th Floor, Room 803 in the County Complex at 180 North Irby Street, Florence, South Carolina at 9:00 a.m. on Thursday, June 21, 2018, in conjunction with a regularly scheduled meeting of the County Council.

For the payment of the principal of and interest on the Bond authorized by said Ordinance, there shall be pledged the full faith, credit and taxing power of Florence County and there shall be levied on all taxable property within the Florence County Fire Protection District (the “District”) ad valorem taxes sufficient in amount to pay said principal and interest on the Bond. Proceeds of the Bond shall be applied to the cost of acquiring (including acquisition of real property), constructing, furnishing, and equipping vehicles and other equipment for use by the District, including without limitation a new headquarters for West Florence fire station within the District.

Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance or submit comments in writing to the Clerk to Council. Florence County accommodates individuals needing assistance to participate in programs, services, or activities sponsored by the County in compliance with ADA/Section 504.

Connie Y. Haselden
Clerk, Florence County Council
(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
GENERAL OBLIGATION BOND, SERIES 2018
(FLORENCE COUNTY FIRE PROTECTION DISTRICT)

No. 1

Registered Holder: ONE MILLION DOLLARS ($1,000,000)

FLORENCE COUNTY, SOUTH CAROLINA (the “County”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “State”), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above and to pay interest on such principal sum at the annual Rate of Interest stated above (calculated on the basis of a 360-day year of twelve 30-day months) until the County’s obligation with respect to the payment of such Principal Amount shall be discharged.

This Bond is issuable as a single, fully registered Bond, and is payable as to principal and interest as shown below:

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</table>

Payments of principal and interest hereunder shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County at the close of business on the fifteenth day of the month next preceding each Bond Payment date. Both the principal of and interest on this Bond is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. This Bond is not subject to redemption prior to
maturity.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is issued pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Chapter 15, Title 11, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of Florence County (the “Ordinance”). This Bond is not subject to redemption prior to its maturity.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Florence County and in the office of the County Council of Florence County.

For the prompt payment of the Bond Payments as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions and things required to exist, happen and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bond in order to make the legal, valid and binding general obligation of the County in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bond does not exceed or violate any constitutional, statutory or other limitation upon the amount of indebtedness prescribed by law.

[Signatures appear on the following page]
IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the Florence County Council, attested by the manual signature of the Clerk to the Florence County Council and the seal of the County impressed hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

Clerk, Florence County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

FLORENCE COUNTY, SOUTH CAROLINA
as Registrar

Clerk to Florence County Council

Date of Authentication: ______________, 2018
The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -
Custodian

(Cust) (Minor)

under Uniform Gifts to Minors Act
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
____________________________________________________________________________
(Name and Address of Transferee)

_________________________________________________________________
the within bond and does hereby irrevocably constitute and appoint ____________________________
attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____________________

____________________________________
Signature Guaranteed

____________________________________
(Authorized Officer)

(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP)

Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.
NOTICE OF PRIVATE SALE

Florence County, South Carolina will, on __________, 2018, deliver to its $__________ General Obligation Bond, Series 2018 (Florence County Fire Protection District) (the “Bond”). The Bond, which was sold at par to __________________________, bears interest at a rate of ______ percentum per annum (_____%) and is payable by way of ____ (___) annual payments of principal plus semi-annual payments of interest as follows:

<table>
<thead>
<tr>
<th>Due</th>
<th>Principal Due</th>
<th>Interest Due</th>
<th>Interest Due</th>
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<tbody>
<tr>
<td>March 1</td>
<td>Oct. 1</td>
<td>Apr. 1</td>
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<td>2019</td>
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</table>

Chairman, Florence County Council
OFFICIAL NOTICE OF SALE

$1,000,000
GENERAL OBLIGATION BOND, SERIES 2018,
FLORENCE COUNTY, SOUTH CAROLINA
(FLORENCE COUNTY FIRE PROTECTION DISTRICT)

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed proposals, addressed to the undersigned, will be received by Florence County Council, the governing body of Florence County, South Carolina (the “County”), until _____________ (local time) on

__________, ___________, 2018

at which time said proposals will be publicly opened in the Office of the County Administrator, County Complex, 180 N. Irby Street, 8th Floor, Florence, South Carolina 29501, for the purchase of $1,000,000 GENERAL OBLIGATION BONDS, SERIES 2018, OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT) (the “Bonds”).

Details of the Bond: The Bond will be issued in the form of a single, fully registered bond. The Bond will mature as to principal as follows:

<table>
<thead>
<tr>
<th>[Date] of Year</th>
<th>Principal Amount</th>
<th>[Date] of Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
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<td>2024</td>
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<td>2020</td>
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The Bond will bear interest from the dated date thereof, which is expected to be ______, 2018, and shall be payable on ______ 1 and ______ 1 of each year, commencing ______ 1, 2019, until the Bond is paid in full. Interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each.

Both principal and interest will be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts at the office of the County Treasurer of Florence County, South Carolina.

Redemption Provisions: [Redemption provisions, if any.]

Bid Requirements: Bidders are invited to name the single rate of interest which the Bond is to bear, and unless all bids are rejected, it will be awarded to the bidder offering to purchase it at the lowest net interest cost to the County at a price of not less than par and accrued interest to the date of delivery.

Interest cost will be determined by deducting premium, if any, from the aggregate of interest on the Bond. Bidders are requested to present tabulations showing aggregate interest cost in dollars and cents, but such tabulations are not required and will not be regarded as a part of the bid. The right is reserved to reject all proposals, and to waive technicalities, but no auction sale will be conducted.
Proposals may be delivered by hand, by mail or by facsimile transmission to (843) _________, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed. The County shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. No agent or employee of the County will undertake to receive proposals by means of oral communication.

The County is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid, including, without limitation, the providing of a bid security deposit.

Bids will be accepted or rejected by _____ p.m. (local time) on the day of the sale. No proposal for the purchase at a price less than par will be considered.

**Bid Form:** Each hand delivered bid shall be enclosed in a sealed envelope and marked “PROPOSAL FOR $1,000,000 GENERAL OBLIGATION BONDS, SERIES 2018, OF FLORENCE COUNTY, SOUTH CAROLINA (FLORENCE COUNTY FIRE PROTECTION DISTRICT)” and should be directed to the undersigned at the address in the first paragraph hereof. Each bid shall be conditioned in accordance with this Official Notice of Sale.

**Security:** The Bond shall constitute a binding general obligation of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bond. There shall be levied and collected annually in the same manner as all other county taxes are levied and collected, a tax, without limit, on all taxable property in the Florence County Fire Protection District (the “District”) sufficient to pay the principal and interest of the Bond as it matures and to create such sinking fund as may be necessary therefor.

**Purpose:** The Bond is issued for the purpose of providing funds for the purchase of fire-fighting equipment, vehicles and related equipment for use in the District related to fire protection and defraying the cost and expenses of issuance of the Bond.

**Legal Opinion:** The Purchaser will be furnished with the Bond and an opinion on its validity by Haynsworth Sinkler Boyd, P.A., Attorneys at Law, Florence, South Carolina, bond counsel, and with the usual closing proofs, which will include (a) a certificate that there is no litigation threatened or pending to restrain the issuance or sale of said Bond, and (b) certificates establishing that the Bond is not an arbitrage bond, within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations issued thereunder as in effect on the occasion of the delivery of the Bond.

The Purchaser will also be furnished with the opinion of Haynsworth Sinkler Boyd, P.A. to the effect that the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

**Delivery:** The Bonds will be delivered at the expense of the County on or about _______ __, 2018, against payment in federal or other immediately available funds.

**Continuing Disclosure:** In accordance with Section 11-1-85 of the Code of Laws of South Carolina, 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file with a central repository for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County’s receipt of the audit; and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the County’s revenue or tax base. The only remedy for failure by the County to comply with this covenant shall
be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in Section 11-1-85 without the consent of any bondholder.

Additional Information: Persons seeking information should communicate with Kevin V. Yokim, County Finance Director, Florence County, 180 N. Irby Street, MSC-H, Florence, South Carolina 29501, (telephone (843) 665-3013); the County’s Financial Advisor, Amy Vitner, First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, North Carolina 28204 (telephone (704) 926-2457); or Bond Counsel, Benjamin T. Zeigler, Esquire, Haynsworth Sinkler Boyd, P.A., 135 South Dargan Street, Florence, South Carolina 29506 (telephone (843) 669-6002).

This Notice is given to evidence the County’s intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed prior to the time bids are to be received and as published on Thomson Municipal Market Monitor, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids on Thomson Municipal Market Monitor, Bloomberg, i-dealprospectus.com or other electronic information service.

County Administrator
Florence County, South Carolina
STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council on July 19, 2018. The Ordinance was read at three public meetings of the County Council on three separate days, May 17, 2018, June 21, 2018, and July 19, 2018. An interval of at least seven days occurred between each reading of the Ordinance. At each such meeting, a quorum of the County Council was present and remained present throughout the meeting.

The meetings held on May 17, 2018, June 21, 2018, and July 19, 2018 were regular meetings of the County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

The original of the Ordinance is duly entered in the permanent records of County Council, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this ____ day of July, 2018.

(SEAL) Clerk, Florence County Council, Florence County, South Carolina
AGENDA ITEM: Ordinance No. 35-2017/18 – Second Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
[An Ordinance To Provide That A Public Referendum Be Held At The General Election In November, 2018 Pursuant To The Provisions Of S. C. Code Section 61-6-2010 To Determine Whether Or Not Temporary Permits May Be Issued To Allow The Possession, Sale, And Consumption Of Alcoholic Liquors By The Drink AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALES In The County Of Florence.]

POINTS TO CONSIDER:
1. Currently, the surrounding counties of Darlington, Marion, Horry and Georgetown allow permits as outlined in the proposed Ordinance.
2. The City of Florence and the City of Lake City currently allow on site consumption/sales so this would enable hotels and restaurants in the County to be competitive and minimize the likelihood of annexation.

OPTIONS:
1. *(Recommended)* Approve Second Reading of Ordinance No. 35-2017/18.

ATTACHMENTS:
Proposed Ordinance No. 35-2017/18
ORDINANCE NO. 35-2017/18

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance To Provide That A Public Referendum Be Held At The General Election In November, 2018 Pursuant To The Provisions Of S. C. Code Section 61-6-2010 To Determine Whether Or Not Temporary Permits May Be Issued To Allow The Possession, Sale, And Consumption Of Alcoholic Liquors By The Drink In The County Of Florence.

WHEREAS:

1. South Carolina Code of Laws 1976, as amended § 61-6-2010 provides methods that call for a referendum to place the question of authorizing the South Carolina Department of Revenue to issue temporary permits to allow the possession, sale and consumption of alcoholic liquors by the drink and to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales; and

2. South Carolina Code of Laws, 1976, as amended § 61-6-2010 (C) (4) allows for the County governing body by ordinance to call for such referendum in the next general election; and

3. The next general election is November 6, 2018; and

4. The County Council desires to call for the referendum by ordinance as provided for in South Carolina Code of Laws, 1976, as amended § 61-6-2010 (C) (4).

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

Section 1. Pursuant to South Carolina Code of Laws, 1976, as amended Section 61-6-2010 (C) (4) County Council directs that the following question be placed on the ballot on the 6th day of November, 2018, to be voted upon by all qualified electors:

“Shall the South Carolina Department of Revenue be authorized to issue temporary permits in Florence County for a period not to exceed 24 hours to allow the possession, sale and consumption of alcoholic liquors by the drink to bona fide non-profit organizations and business establishments otherwise authorized to be licensed for consumption on-premises sales and to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?”
Section 2. The Florence County Election Commission is directed to place the above question on the ballot on November 6, 2018 and that such Commission conduct the referendum in the manner provided for by law for such general election.

Section 3. If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

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

ATTEST:    FLORENCE COUNTY COUNCIL:

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

.
AGENDA ITEM: Ordinance No. 02-2018/19
   Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Mary Robinson Located On 1074 Dennis Rd., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 020; Consisting Of Approx. 0.536 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.]
(Planning Commission approved 7 to 0; Council District 1)

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

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 02-2018/19
2. Staff report for PC#2018-10
3. Zoning Map
4. Aerial Map
COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Mary Robinson Located On 1074 Dennis Rd., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 020; Consisting Of Approx. 0.536 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); 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 June 26, 2018.

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

1. Property located on 1074 Dennis Rd., Lake City, SC, bearing Tax Map No. 00141, Block 31, Parcel 020 is hereby rezoned to Multi-Family Residential District (R-5).

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: __________________________
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, JUNE 26, 2018
PC#2018-10

SUBJECT: Rezoning request from Single Family Residential District (R-1) to Multi-Family Residential District (R-5).

LOCATION: 1074 Dennis Rd.

TAX MAP NUMBER: 00141-31-020

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Mary Robinson

APPLICANT: Mary Robinson

LAND AREA: 0.536 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 occupied and zoned R-1, Single-Family Residential District. R-1 does not allow manufactured homes.

2. Proposed Land Use and Zoning:
   The proposal is to rezone the property to R-5, Multi-Family Residential District. R-5 allows one residentially designed manufactured home (doublewide).

3. Surrounding Land Use and Zoning:
   North: Vacant/Industrial/R-1/Florence County
   South: Residential/Vacant/R-1/R-5/Florence County
   West: Vacant/R-1/Florence County
   East: Residential/R-1/Florence County
4. **Transportation Access and Circulation:**
   Present access to the property is by Dennis Rd.

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

6. **Contiguity:**
   This property is contiguous with an R-5 zone.

7. **Chapter 30-Zoning Ordinance**
   The intent of the R-5, Multi-Family Residential District: The intent of this district is to accommodate higher density residential development and a variety of housing types on small lots or in project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner.

**FLORENCE COUNTY PLANNING COMMISSION ACTION – JUNE 26, 2018:**
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 1074 Dennis Rd., Lake City, SC from Single-Family Residential District ((R-1) to Multi-Family Residential District (R-5).
AGENDA ITEM: Ordinance No. 03-2018/19
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Randolph and Joe Hannah, Jr. Located On 1066 Dennis Rd., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 019; Consisting Of Approx. 1.631 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.]
(Planning Commission approved 7 to 0; Council District 1)

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

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 03-2018/19
2. Staff report for PC#2018-12
3. Zoning Map
4. Aerial Map
ORDINANCE NO. 03-2018/19

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Randolph and Joe Hannah, Jr. Located On 1066 Dennis Rd., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 019; Consisting Of Approx. 1.631 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); 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 June 26, 2018.

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

1. Property located on 1066 Dennis Rd., Lake City, SC, bearing Tax Map No. 00141, Block 31, Parcel 019 is hereby rezoned to Multi-Family Residential District (R-5).
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST: SIGNED:

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

COUNCIL VOTE:
OPPOSED: ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, JUNE 26, 2018
PC#2018-12

SUBJECT: Rezoning request from Single Family Residential District (R-1) to Multi-Family Residential District (R-5).

LOCATION: 1066 Dennis Rd.

TAX MAP NUMBER: 00141-31-019

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Randolph and Joe Hannah, Jr.

APPLICANT: Joe Hannah, Jr.

LAND AREA: 1.631 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 occupied and zoned R-1, Single-Family Residential District. R-1 does not allow manufactured homes.

2. Proposed Land Use and Zoning:
The proposal is to rezone the property to R-5, Multi-Family Residential District. R-5 allows one residentially designed manufactured home (doublewide).

3. Surrounding Land Use and Zoning:
North: Vacant/R-1/Florence County
South: Vacant/R-1/Florence County
West: Residential/R-1/Florence County
East: Residential/Vacant/ R-1/Florence County
4. **Transportation Access and Circulation:**
   Present access to the property is by Dennis Rd.

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

6. **Contiguity:**
   This property is not contiguous with an R-5 zone. Contiguity is contingent on approval of PC#2018-10.

7. **Chapter 30-Zoning Ordinance**
   The intent of the R-5, Multi-Family Residential District: The intent of this district is to accommodate higher density residential development and a variety of housing types on small lots or in project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner.

**FLORENCE COUNTY PLANNING COMMISSION ACTION – JUNE 26, 2018:**
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 1066 Dennis Rd., Lake City, SC from Single-Family Residential District ((R-1) to Multi-Family Residential District (R-5).
AGENDA ITEM: Ordinance No. 04-2018/19
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Ernestine Gaston Henderson Located On
113 S. Robinson Ave., Lake City, SC, As Shown On Florence County Tax Map No. 00141,
Block 31, Parcel 073; Consisting Of Approx. 0.151 Acres From Single-Family Residential
District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related
Thereeto.]
(Planning Commission approved 7 to 0; Council District 1)

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

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 04-2018/19
2. Staff report for PC#2018-09
3. Zoning Map
4. Aerial Map
ORDINANCE NO. 04-2018/19

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY
[An Ordinance To Rezone Property Owned By Ernestine Gaston Henderson Located On 113 S. Robinson Ave., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 073; Consisting Of Approx. 0.151 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); 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 June 26, 2018.

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

1. Property located on 113 S. Robinson Ave., Lake City, SC, bearing Tax Map No. 00141, Block 31, Parcel 073 is hereby rezoned to Multi-Family Residential District (R-5).

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

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

ATTEST:    SIGNED:

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

COUNCIL VOTE:

_____________________________  OPPOSED:

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

ABSENT:
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, JUNE 26, 2018
PC#2018-09

SUBJECT: Rezoning request from Single-Family Residential District (R-1) to Multi-Family Residential District (R-5).

LOCATION: 113 S. Robinson Avenue

TAX MAP NUMBER: 00141-31-073

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Ernestine Gaston Henderson

APPLICANT: Ernestine Gaston Henderson

LAND AREA: 0.151 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 R-1, Single-Family Residential District. R-1 does not allow manufactured homes.

2. Proposed Land Use and Zoning:
The proposal is to rezone the property to R-5, Multi-Family Residential District. R-5 allows one residentially designed manufactured home (doublewide).

3. Surrounding Land Use and Zoning:
North: Residential/R-1/Florence County
South: Residential/R-1/Florence County
West: Residential/R-1/Florence County
East: Vacant/R-1/Florence County
4. **Transportation Access and Circulation:**
   Present access to the property is by easement off Robinson Avenue.

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

6. **Contiguity:**
   This property is not contiguous with an R-5 zone. Contiguity is contingent on approval of PC#2018-10 and PC#2018-12.

7. **Chapter 30-Zoning Ordinance**
   The intent of the R-5, Multi-Family Residential District: The intent of this district is to accommodate higher density residential development and a variety of housing types on small lots or in project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner.

**FLORENCE COUNTY PLANNING COMMISSION ACTION – JUNE 26, 2018:**
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

**FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 113 S. Robinson Ave., Lake City, SC from Single-Family Residential District ((R-1) to Multi-Family Residential District (R-5).
AGENDA ITEM:  Ordinance No. 05-2018/19
Introduction

DEPARTMENT:  Planning and Building Inspections

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By Marilyn Gaston Located On 1054 Dennis Rd., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 018; Consisting Of Approx. 0.348 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); And Other Matters Related Thereto.]
(Planning Commission approved 7 to 0; Council District 1)

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

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Ordinance No. 05-2018/19
2. Staff report for PC#2018-11
3. Zoning Map
4. Aerial Map
ORDINANCE NO. 05-2018/19

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY
[An Ordinance To Rezone Property Owned By Marilyn Gaston Located On 1054 Dennis Rd., Lake City, SC, As Shown On Florence County Tax Map No. 00141, Block 31, Parcel 018; Consisting Of Approx. 0.348 Acres From Single-Family Residential District (R-1) To Multi-Family Residential District (R-5); 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 June 26, 2018.

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

1. Property located on 1054 Dennis Rd., Lake City, SC, bearing Tax Map No. 00141, Block 31, Parcel 018 is hereby rezoned to Multi-Family Residential District (R-5).

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:
STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, JUNE 26, 2018
PC#2018-11

SUBJECT: Rezoning request from Single Family Residential District (R-1) to Multi-Family Residential District (R-5).

LOCATION: 1054 Dennis Rd.

TAX MAP NUMBER: 00141-31-018

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Marilyn Gaston

APPLICANT: Marilyn Gaston

LAND AREA: 0.348 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 occupied and zoned R-1, Single-Family Residential District. R-1 does not allow manufactured homes.

2. Proposed Land Use and Zoning:
The proposal is to rezone the property to R-5, Multi-Family Residential District. R-5 allows one residentially designed manufactured home (doublewide).

3. Surrounding Land Use and Zoning:
   North: Vacant/R-1/Florence County
   South: Residential/R-1/Florence County
   West: Residential/Vacant/R-1/Florence County
   East: Residential/Vacant/ R-1/Florence County
4. **Transportation Access and Circulation:**
   Present access to the property is by Dennis Rd.

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

6. **Contiguity:**
   This property is not contiguous with an R-5 zone. Contiguity is contingent on approval of PC#2018-09, PC#2018-10 and PC#2018-12.

7. **Chapter 30-Zoning Ordinance**
   The intent of the R-5, Multi-Family Residential District: The intent of this district is to accommodate higher density residential development and a variety of housing types on small lots or in project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner.

**Florence County Planning Commission Action – June 26, 2018:**
Seven Planning Commission members voted 7 to 0 to approve the zoning amendment request.

**Florence County Planning Commission Recommendation:**
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on 1054 Dennis Rd., Lake City, SC from Single-Family Residential District (R-1) to Multi-Family Residential District (R-5).
AGENDA ITEM: Ordinance No. 06-2018/19 – Introduction

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing The Amendment Of A Fee Agreement Among Florence County, South Carolina, Monster Worldwide South Carolina, Inc., And Red Rock Pee Dee, LLC, As Sponsor Affiliate, To Replace Red Rock Pee Dee, LLC With American National Insurance Company, As Sponsor Affiliate; And Authorizing The Amendment Of A Modification Of Inducement And Millage Rate Agreement And Memorandum Of Understanding Among Florence County, South Carolina, Monster Worldwide South Carolina, Inc., And Red Rock Pee Dee, LLC, As Sponsor Affiliate, To Revise The Provisions Of A Special Source Revenue Credit; And Other Related Matters.]

OPTIONS:
1. (Recommended) Introduce Ordinance No. 06-2018/19.

ATTACHMENTS:
1. Proposed Ordinance No. 06-2018/19
2. Associated First Amendment to the Fee Agreement
ORDINANCE NO. 06-2018/19

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FEE AGREEMENT AMONG FLORENCE COUNTY, SOUTH CAROLINA, MONSTER WORLDWIDE SOUTH CAROLINA, INC., AND RED ROCK PEE DEE, LLC, AS SPONSOR AFFILIATE, TO REPLACE RED ROCK PEE DEE, LLC WITH AMERICAN NATIONAL INSURANCE COMPANY, AS SPONSOR AFFILIATE; AND AUTHORIZING THE AMENDMENT OF A MODIFICATION OF INDUCEMENT AND MILLAGE RATE AGREEMENT AND MEMORANDUM OF UNDERSTANDING AMONG FLORENCE COUNTY, SOUTH CAROLINA, MONSTER WORLDWIDE SOUTH CAROLINA, INC., AND RED ROCK PEE DEE, LLC, AS SPONSOR AFFILIATE, TO REVISE THE PROVISIONS OF A SPECIAL SOURCE REVENUE CREDIT; AND OTHER RELATED MATTERS.]

WHEREAS:

1. Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (“Constitution”), the Code of Laws of South Carolina, 1976, as amended (“Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective and existing industries as inducements for economic development within the County; and

2. The County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (“Act”) to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Act) and to accept any grants for such projects; and

3. Through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (“State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (as defined in the Act); and
4. As approved by County Ordinance No. 39-2007/08, the County, Monster Worldwide South Carolina, Inc. (the “Company”) and Red Rock Pee Dee, LLC, as Sponsor Affiliate (“Red Rock”), entered into that certain Fee Agreement, dated June 26, 2008 (the “Fee Agreement”), concerning a Project in the County (as defined in the Fee Agreement); and

5. The County, Monster, and Red Rock, as Sponsor Affiliate, desire to amend the Fee Agreement to replace Red Rock with American National insurance Company, as Sponsor Affiliate (“ANIC”), and ANIC desires to become a Sponsor Affiliate; and

6. As approved by County Resolution No. 28-2007/2008, the County, Monster, and Red Rock also entered into that certain Memorandum of Understanding, dated June 26, 2008 (“MOU”), and that certain Inducement and Millage Rate Agreement, dated June 26, 2008 (“Inducement Agreement”) concerning a Project (as further defined in these agreements); and

7. As approved by County Resolution No. 05-2013/2014, the MOU and Inducement Agreement were subsequently modified through a Modification of Inducement and Millage Rate Agreement and Memorandum of Understanding, dated July 23, 2013 (“Modification”); and

8. Under the Inducement Agreement, the County, Company, and Red Rock were granted a special source revenue credit pursuant to Section 12-44-70 of the Act (“SSRC”), and the Modification amended and revised the SSRC; and

9. The County, Company, Red Rock, and ANIC desire to amend the Modification to further revise the terms and conditions of the SSRC.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Florence County, South Carolina, in meeting duly assembled:

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, based on information provided by the Company, that the amendment of the Fee Agreement and amendment to the Modification give rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power.

Section 2. Approval of First Amendment to Fee Agreement and Amendment to Modification. The First Amendment to Fee Agreement and Amendment to Modification are approved as follows:

(a) The form, terms, and provisions of the First Amendment to Fee Agreement and Amendment to Modification presented to this meeting and attached to this Ordinance as Exhibit A, are approved and all of the terms, provisions, and conditions of the First Amendment to Fee Agreement and Amendment to Modification are incorporated by reference. The Chairman of the County Council (“Chairman”) is authorized, empowered, and directed to execute, acknowledge, and deliver the First Amendment to Fee Agreement and Amendment to Modification in the name of the County. The Chairman is further authorized, empowered, and directed to cause the First Amendment to Fee Agreement and Amendment to Modification to be delivered to the Company.
(b) The First Amendment to Fee Agreement and Amendment to Modification to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the First Amendment to Fee Agreement and Amendment to Modification. The County officials shall consult the attorney for the County (“County Attorney”) with respect to any changes to the First Amendment to Fee Agreement and Amendment to Modification. The execution of the First Amendment to Fee Agreement and Amendment to Modification by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the First Amendment to Fee Agreement and Amendment to Modification now before this meeting.

(c) If under the First Amendment to Fee Agreement, the Amendment to Modification, or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Florence County Administrator (“County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 3. Execution of Documents. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the First Amendment to Fee Agreement and Amendment to Modification and the County’s performance of its obligations under the First Amendment to Fee Agreement and Amendment to Modification.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

ATTEST: ____________________________

Connie Y. Haselden
Clerk to Council

SIGNED: ____________________________

Kent C. Caudle, Chairman
Florence County Council

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

COUNCIL VOTE:_____________________

APPROVED: _________________________

OPPOSED: ___________________________

ABSENT: ___________________________
Exhibit A
Form of First Amendment to Fee Agreement
Form of Amendment to Modification
STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE  

I, the undersigned, Clerk to County Council of Florence County (“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 three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County Council, South Carolina, as of this _____ day of ______________, 2018.

__________________________________
Connie Y. Haselden, Clerk to Council
Florence County, South Carolina
FIRST AMENDMENT TO FEE AGREEMENT
AND
AMENDMENT TO MODIFICATION OF INDUCEMENT AND MILLAGE RATE AGREEMENT AND MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO FEE AGREEMENT AND AMENDMENT TO MODIFICATION OF INDUCEMENT AND MILLAGE RATE AGREEMENT AND MEMORANDUM OF UNDERSTANDING (collectively, the “Amendment”) is made and entered into effective as of ____________, 2018 (the “Effective Date”) by and among FLORENCE COUNTY, SOUTH CAROLINA, (the “County”), MONSTER WORLDWIDE SOUTH CAROLINA, INC. (the “Company”), RED ROCK PEE DEE, LLC (“Red Rock”), and AMERICAN NATIONAL INSURANCE COMPANY (“ANIC”). The County, Company, Red Rock, and ANIC are sometimes jointly referred to in this Amendment as the “parties,” or severally referred to as a “party.”

WITNESSETH:

WHEREAS, Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (“Constitution”), the Code of Laws of South Carolina, 1976, as amended (“Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective and existing industries as inducements for economic development within the County;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (“Act”) to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Act) and to accept any grants for such projects;

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (“State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (as defined in the Act);

WHEREAS, as approved by County Ordinance No. 39-2007/08, the County, Company, and Red Rock, as Sponsor Affiliate, entered into that certain Fee Agreement, dated June 26, 2008 (the “Fee Agreement”), concerning a Project in the County (as defined in the Fee Agreement);

WHEREAS, the County, Monster, and Red Rock, as Sponsor Affiliate, desire to amend the Fee Agreement to replace Red Rock with ANIC, as Sponsor Affiliate, and ANIC desires to become a Sponsor Affiliate;
WHEREAS, as approved by County Resolution No. 28-2007/2008, the County, Monster, and Red Rock also entered into that certain Memorandum of Understanding, dated June 26, 2008 ("MOU"), and that certain Inducement and Millage Rate Agreement, dated June 26, 2008 ("Inducement Agreement") concerning a Project (as further defined in these agreements);

WHEREAS, as approved by County Resolution No. 05-2013/2014, the MOU and Inducement Agreement were subsequently modified through a Modification of Inducement and Millage Rate Agreement and Memorandum of Understanding, dated July 23, 2013 ("Modification");

WHEREAS, under the Inducement Agreement, the County, Company, and Red Rock were granted a special source revenue credit pursuant to Section 12-44-70 of the Act ("SSRC"), and the Modification amended and revised the SSRC; and

WHEREAS, the County, Company, Red Rock, and ANIC desire to amend the Modification to further revise the terms and conditions of the SSRC.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. All capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement, the Inducement Agreement, the MOU, and the Modification (collectively, the “Agreements”), and if not defined therein shall have the meaning as defined in the Act.

2. The parties acknowledge that the Company and Red Rock have satisfied their investment obligations under the Fee Agreement. The Fee Agreement shall be amended to replace Red Rock with ANIC in every instance as Sponsor Affiliate. Red Rock shall have no further obligations or duties under the Fee Agreement arising after the date hereof, provided that Red Rock shall remain responsible for any obligations or duties arising prior the date hereof, including the liability for payment of 2018 FILOT Payments which are based upon ownership of assets as of the close of the 2017 tax year.

3. Section 1.c of the Modification shall be deleted in its entirety and replaced with the following:

   Section 2.1 of the Inducement Agreement shall be deleted in its entirety and replaced with the following language:

   “Section 2.1 Special Source Revenue Credits. The Company and the Sponsor Affiliate shall receive a special source revenue or infrastructure improvement credit against their applicable FILOT Payments of ninety (90) percent for tax years 2009 through 2013 and thirty-five (35) percent for the tax years 2014 through 2017 pursuant to Section 12-44-70 of the Act (the “SSRC”). Notwithstanding any language to the contrary in this Inducement Agreement or any other related agreements, no SSRCs shall be provided after the 2017 tax year.”
4. The Company agrees to reimburse the County for administrative expenses, including but not limited to reasonable attorneys’ fees, incurred in connection with the preparation, negotiation, and implementation of this Amendment and any and all documents related thereto.

5. All other terms and provisions of the Agreements shall otherwise remain in full force and effect, except as specifically amended herein.

6. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

FLORENCE COUNTY COUNCIL

By: ____________________________________________
    Kent C. Caudle, Chairman of County Council, Florence County, South Carolina

Attest this ___ day of ______, 2018

_______________________________________________
Connie Haselden, Clerk to Council, Florence County, South Carolina

MONSTER WORLDWIDE SOUTH CAROLINA, INC.

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________

RED ROCK PEE DEE, LLC

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________

AMERICAN NATIONAL INSURANCE COMPANY

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
AGENDA ITEM: Boards & Commissions
Pee Dee Regional Airport Authority

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Nomination Of Dr. Daniel M. Ervin To The Governor For Appointment To The Pee Dee Regional Airport Authority (Replacing Frank M. “Buzz” Rogers, IV), With Appropriate Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Pee Dee Regional Airport Authority.
Three Members appointed by County Council for recommendation to the Governor for his approval. Four-year terms.

| SEAT | COUNTY COUNCIL
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<tr>
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<td>APPOINTEE</td>
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<tr>
<td>1</td>
<td>E. LeRoy Nettles, III</td>
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<td></td>
<td>211 Armour Drive</td>
</tr>
<tr>
<td></td>
<td>Lake City, SC, 29560</td>
</tr>
<tr>
<td></td>
<td>843.687.6460</td>
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<td></td>
<td><a href="mailto:LEE@NTRLaw.com">LEE@NTRLaw.com</a></td>
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<tr>
<td>2</td>
<td>Marion McDowell</td>
</tr>
<tr>
<td></td>
<td>1120 N. Elmgrove Ave.</td>
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<td></td>
<td>Florence, SC 29506</td>
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<td></td>
<td>843 617-3084</td>
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<tr>
<td>3</td>
<td>Frank M. ‘Buzz’ Rogers, IV</td>
</tr>
<tr>
<td></td>
<td>4505 Emerald Lake Road</td>
</tr>
<tr>
<td></td>
<td>Timmonsville, SC 29161</td>
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</table>
AGENDA ITEM: Boards & Commissions
Operations Advisory Committee
To The Fire/Rescue Services Coordinator

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Appointment Of Chief Howard Worrell To Serve As The West Florence Rural Fire Department Representative On The Operations Advisory Committee To The Florence County Fire/Rescue Services Coordinator.
AGENDA ITEM: Boards & Commissions
Finance Advisory Committee
To The Fire/Rescue Services Coordinator

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Appointment Of Dustin Fails To Represent West Florence Rural Fire Department On The Finance Advisory Committee To The Fire/Rescue Services Coordinator.

ATTACHMENTS:
Current List Of The Finance Advisory Committee.
Finance Advisory Committee
To The Fire/Rescue Services Coordinator

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

Windy Hill Fire District
Alan N. Walden
1232 Duck Pond Road
Florence, SC 29506

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

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

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

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

West Florence Fire District
Vacant

April 19, 2018
AGENDA ITEM: Boards & Commissions
Pee Dee Mental Health Center Board of Directors

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Appointments of John G. Hofler, III – Seat 3 And Joe Bittle – Seat 7 To Serve On The Pee Dee Mental Health Center Board Of Directors, With Appropriate Expiration Terms.

ATTACHMENTS:
1. Letter of recommendation from Dr. Gregory V. Browning, Chairman, Pee Dee Mental Health Center Board of Directors.
2. Current list of Board members.
July 13, 2018

The Honorable Kent C. Caudle
Chairman, Florence County Council
180 N. Irby Street – MSC-G
Florence South Carolina 29501

Dear Chairman Caudle:

The Pee Dee Mental Health Board of Directors has voted to recommend the following two potential Board Member candidates for your consideration and recommendation to Governor Henry McMaster to represent Florence County on the Pee Dee Mental Health Center Board of Directors. Mr. Hofler and Mr. Bittle are well-known to the Pee Dee area; and, we feel they would be an asset to serve on the Board.

Seat #3
John G. Hofler, III
2483 Abbey Way
Florence, SC 29501
Vice: Thornell Kirven Reappointed 06/27/11
Term Commencing 12/31/10; Term Expiring 12/31/14
Resigned 02/18/15

Seat #7
Joe Bittle
1720 Cherokee Road
Florence, SC 29501
Vice: Rangeley C. Bailey – Appointed 11/09/16
Term Commencing 12/31/13; Term Expiring 12/31/17
Resigned: 05/21/18

Thank you for your consideration and recommendation.

Yours truly,

Dr. Gregory V. Browning, Chairman
Pee Dee Mental Health Center Board of Directors

MISSION STATEMENT
To support the recovery of people with mental illnesses.
PEE DEE MENTAL HEALTH CENTER BOARD

AUTHORITY: Sec. 44-15-60, Code of Laws 1976 as amended
(R175, H2682)

APPOINTED BY: THE GOVERNOR

MEMBERSHIP ROSTER

Eight (8) Florence County members nominated by County Council for four-year terms. At least one member shall be a medical doctor, licensed to practice medicine in this state. Any person may serve consecutive terms.

<table>
<thead>
<tr>
<th>SEAT</th>
<th>APPOINTEE</th>
<th>TERM TO EXPIRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sharon Ackerman</td>
<td>12/2019</td>
</tr>
<tr>
<td></td>
<td>2180 Twin Bridge Drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29505</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dr. Gregory V. Browning - Chair</td>
<td>12/2018</td>
</tr>
<tr>
<td></td>
<td>611 South Dargan Street</td>
<td></td>
</tr>
<tr>
<td></td>
<td>843.664.8882</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29506</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Vacant due to Resignation</td>
<td>12/2017</td>
</tr>
<tr>
<td>4</td>
<td>C. Rudy Guajardo, III</td>
<td>12/2017</td>
</tr>
<tr>
<td></td>
<td>2616 East Spring Street</td>
<td></td>
</tr>
<tr>
<td></td>
<td>843.260.4181</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29505</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:betterbehavior@me.com">betterbehavior@me.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Re-Appointment Pending - Letter to Governor 07/05/2018)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>John E. Lochart</td>
<td>12/2017</td>
</tr>
<tr>
<td></td>
<td>1711 Brandon Drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>843.229.1313</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29505</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:4lochart@bellsouth.net">4lochart@bellsouth.net</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Re-Appointment Pending - Letter to Governor 07/05/2018)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Sam J. Fryer, III</td>
<td>12/2020</td>
</tr>
<tr>
<td></td>
<td>1610 Southwood Court</td>
<td></td>
</tr>
<tr>
<td></td>
<td>843.629.8372</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Florence, SC 29505</td>
<td></td>
</tr>
</tbody>
</table>
7  
Honorable Rangeley C. Bailey  12/2017  
1725 Partridge Drive  843.206.1884  
Florence, SC 29505  843.667.0400  
rbailey@jebailylaw.com

8  
Nadine Livingston – Vice Chair  12/2009  
Post Office Box 13362  
Florence, SC 29504  
Re-Appointment Pending – Letter to Governor 02/18/10
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 May 31, 2018 As An Item For The Record.

ATTACHMENTS:
Copies of the monthly financial reports.
<table>
<thead>
<tr>
<th>REVENUES</th>
<th>BUDGETED REVENUE</th>
<th>YEAR-TO-DATE ACTUAL REVENUE</th>
<th>REMAINING BALANCE</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>39,842,035</td>
<td>37,605,314</td>
<td>2,236,721</td>
<td>5.61%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,344,250</td>
<td>1,379,408</td>
<td>(35,158)</td>
<td>-2.62%</td>
</tr>
<tr>
<td>Fines &amp; Fees</td>
<td>3,008,220</td>
<td>2,454,162</td>
<td>554,058</td>
<td>18.42%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>6,019,583</td>
<td>4,926,565</td>
<td>1,093,018</td>
<td>18.16%</td>
</tr>
<tr>
<td>Sales and Other Functional</td>
<td>7,361,450</td>
<td>7,006,807</td>
<td>354,643</td>
<td>4.82%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>644,000</td>
<td>1,080,242</td>
<td>(436,242)</td>
<td>-67.74%</td>
</tr>
<tr>
<td>Operating Transfers</td>
<td>(316,253)</td>
<td>435,340</td>
<td>(751,593)</td>
<td>237.66%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>57,903,285</strong></td>
<td><strong>54,887,839</strong></td>
<td><strong>3,015,446</strong></td>
<td><strong>5.21%</strong></td>
</tr>
</tbody>
</table>

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY18
07/01/17 TO 05/31/18
# FLORENCE COUNTY GOVERNMENT
## GENERAL FUND
### REVENUE & EXPENDITURE REPORT FY18
#### 07/01/17 TO 05/31/18

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>BUDGETED YEAR-TO-DATE</th>
<th>ACTUAL YEAR-TO-DATE</th>
<th>REMAINING YEAR-TO-DATE</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-411-401</td>
<td>County Council</td>
<td>333,398</td>
<td>297,101</td>
<td>36,297</td>
</tr>
<tr>
<td>10-411-402</td>
<td>Administrator</td>
<td>647,572</td>
<td>551,923</td>
<td>95,649</td>
</tr>
<tr>
<td>10-411-403</td>
<td>Clerk of Court</td>
<td>1,768,523</td>
<td>1,521,851</td>
<td>246,672</td>
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<tr>
<td>10-411-404</td>
<td>Solicitor</td>
<td>1,137,882</td>
<td>1,026,173</td>
<td>111,809</td>
</tr>
<tr>
<td>10-411-405</td>
<td>Judge of Probate</td>
<td>626,690</td>
<td>538,744</td>
<td>87,946</td>
</tr>
<tr>
<td>10-411-406</td>
<td>Public Defender</td>
<td>809,065</td>
<td>786,347</td>
<td>22,718</td>
</tr>
<tr>
<td>10-411-407</td>
<td>Magistrates</td>
<td>2,369,803</td>
<td>2,025,974</td>
<td>343,829</td>
</tr>
<tr>
<td>10-411-409</td>
<td>Legal Services</td>
<td>75,500</td>
<td>55,628</td>
<td>19,873</td>
</tr>
<tr>
<td>10-411-410</td>
<td>Voter Registration &amp; Elections</td>
<td>699,390</td>
<td>418,621</td>
<td>280,769</td>
</tr>
<tr>
<td>10-411-411</td>
<td>Finance</td>
<td>813,988</td>
<td>712,959</td>
<td>101,029</td>
</tr>
<tr>
<td>10-411-412</td>
<td>Human Resources</td>
<td>434,187</td>
<td>337,069</td>
<td>97,118</td>
</tr>
<tr>
<td>10-411-413</td>
<td>Procurement &amp; Vehicle Maintenance</td>
<td>953,643</td>
<td>913,994</td>
<td>39,649</td>
</tr>
<tr>
<td>10-411-414</td>
<td>Administrative Services</td>
<td>408,460</td>
<td>379,167</td>
<td>29,293</td>
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<tr>
<td>10-411-415</td>
<td>Treasurer</td>
<td>1,304,092</td>
<td>1,107,648</td>
<td>196,444</td>
</tr>
<tr>
<td>10-411-416</td>
<td>Auditor</td>
<td>521,409</td>
<td>442,904</td>
<td>78,505</td>
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<tr>
<td>10-411-417</td>
<td>Tax Assessor</td>
<td>1,364,863</td>
<td>1,203,593</td>
<td>161,270</td>
</tr>
<tr>
<td>10-411-418</td>
<td>Planning and Building</td>
<td>1,866,353</td>
<td>1,447,788</td>
<td>418,565</td>
</tr>
<tr>
<td>10-411-419</td>
<td>Complex</td>
<td>988,304</td>
<td>950,844</td>
<td>37,460</td>
</tr>
<tr>
<td>10-411-420</td>
<td>Facilities Management</td>
<td>857,939</td>
<td>771,211</td>
<td>86,728</td>
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<tr>
<td>10-411-427</td>
<td>Information Technology</td>
<td>2,928,230</td>
<td>2,676,916</td>
<td>251,314</td>
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<tr>
<td>10-411-442</td>
<td>Veteran's Affairs</td>
<td>226,541</td>
<td>211,383</td>
<td>15,158</td>
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<tr>
<td>10-411-480</td>
<td>Senior Citizen Centers</td>
<td>150,500</td>
<td>85,120</td>
<td>65,380</td>
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<tr>
<td>10-411-482</td>
<td>Energy Savings Lease</td>
<td>506,927</td>
<td>366,381</td>
<td>140,546</td>
</tr>
<tr>
<td>10-411-485</td>
<td>General Direct Assistance</td>
<td>293,077</td>
<td>251,172</td>
<td>41,905</td>
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<tr>
<td>10-411-488</td>
<td>Contingency</td>
<td>923,844</td>
<td>1,058,338</td>
<td>(134,494)</td>
</tr>
<tr>
<td>10-411-489</td>
<td>Employee Non-Departmental</td>
<td>526,572</td>
<td>812,884</td>
<td>(286,312)</td>
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<td>10-421-421</td>
<td>Sheriff's Office</td>
<td>17,193,908</td>
<td>15,544,017</td>
<td>1,649,891</td>
</tr>
<tr>
<td>10-421-422</td>
<td>Emergency Management</td>
<td>3,083,904</td>
<td>2,893,211</td>
<td>190,693</td>
</tr>
<tr>
<td>10-451-423</td>
<td>EMS</td>
<td>7,078,036</td>
<td>5,985,781</td>
<td>1,092,255</td>
</tr>
<tr>
<td>10-451-424</td>
<td>Rescue Squads</td>
<td>362,000</td>
<td>281,642</td>
<td>80,358</td>
</tr>
<tr>
<td>10-451-425</td>
<td>Coroner</td>
<td>406,481</td>
<td>359,612</td>
<td>46,869</td>
</tr>
<tr>
<td>10-451-429</td>
<td>On-Site Clinic</td>
<td>165,416</td>
<td>132,025</td>
<td>33,391</td>
</tr>
<tr>
<td>10-451-441</td>
<td>Health Department</td>
<td>76,852</td>
<td>76,829</td>
<td>23</td>
</tr>
<tr>
<td>10-451-442</td>
<td>Environmental Services</td>
<td>935,931</td>
<td>835,916</td>
<td>100,015</td>
</tr>
<tr>
<td>10-451-485</td>
<td>Health Direct Assistance</td>
<td>14,502</td>
<td>4,754</td>
<td>9,748</td>
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<tr>
<td>10-461-485</td>
<td>Welfare - MIAP &amp; DSS</td>
<td>380,219</td>
<td>338,248</td>
<td>41,971</td>
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<tr>
<td>10-471-451</td>
<td>Recreation</td>
<td>1,743,611</td>
<td>1,712,104</td>
<td>31,507</td>
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<tr>
<td>10-471-455</td>
<td>County Library</td>
<td>3,736,071</td>
<td>3,308,676</td>
<td>427,395</td>
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<tr>
<td>10-481-485</td>
<td>Literacy Council</td>
<td>4,515</td>
<td>3,386</td>
<td>1,129</td>
</tr>
</tbody>
</table>

**TOTAL**  58,718,298  52,427,932  6,290,366  10.71%

Percent of Fiscal Year Remaining = 8.33%
### FLORENCE COUNTY

**BUDGET REPORT - OTHER FUNDS**

**CURRENT PERIOD: 07/01/17 TO 05/31/18**

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Budgeted Expenditure</th>
<th>Year to Date Current</th>
<th>Remaining Balance</th>
<th>PCT</th>
<th>Budgeted Revenue</th>
<th>Year to Date Current</th>
<th>Remaining Balance</th>
<th>PCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 County Debt Service Fund</td>
<td>6,162,496</td>
<td>6,269,643</td>
<td>-</td>
<td>0.00%</td>
<td>6,162,496</td>
<td>5,995,731</td>
<td>166,765</td>
<td>2.71%</td>
</tr>
<tr>
<td>112 Economic Development Partnership Fund</td>
<td>459,933</td>
<td>392,791</td>
<td>67,142</td>
<td>14.60%</td>
<td>459,933</td>
<td>58,367</td>
<td>401,566</td>
<td>87.31%</td>
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<tr>
<td>123 Local Accommodations Tax Fund</td>
<td>2,747,965</td>
<td>2,754,933</td>
<td>-</td>
<td>0.00%</td>
<td>2,747,965</td>
<td>2,695,652</td>
<td>52,313</td>
<td>1.90%</td>
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<tr>
<td>124 Local Hospitality Tax Fund</td>
<td>1,435,594</td>
<td>1,432,392</td>
<td>3,202</td>
<td>0.22%</td>
<td>1,435,594</td>
<td>1,474,667</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>131 District Utility Allocation Fund</td>
<td>400,000</td>
<td>26,242</td>
<td>373,758</td>
<td>93.44%</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>135,322</td>
<td>714,678</td>
<td>84.08%</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>20,380</td>
<td>15,676</td>
<td>43.48%</td>
<td>36,056</td>
<td>31,915</td>
<td>4,141</td>
<td>11.48%</td>
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<td>153 Road System Maintenance Fee Fund</td>
<td>3,895,405</td>
<td>2,989,824</td>
<td>905,581</td>
<td>23.25%</td>
<td>3,895,405</td>
<td>3,141,394</td>
<td>754,011</td>
<td>19.36%</td>
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<tr>
<td>154 Victim/Witness Assistance Fund</td>
<td>202,801</td>
<td>178,622</td>
<td>24,179</td>
<td>11.92%</td>
<td>202,801</td>
<td>171,057</td>
<td>11,744</td>
<td>15.65%</td>
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<tr>
<td>421 Landfill Fund</td>
<td>4,356,334</td>
<td>3,235,813</td>
<td>1,120,521</td>
<td>25.72%</td>
<td>4,356,334</td>
<td>3,976,163</td>
<td>380,171</td>
<td>8.73%</td>
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<tr>
<td>431 E911 System Fund</td>
<td>4,684,516</td>
<td>3,067,755</td>
<td>1,616,761</td>
<td>34.51%</td>
<td>4,684,516</td>
<td>2,120,754</td>
<td>2,563,762</td>
<td>54.73%</td>
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<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>25,231,100</strong></td>
<td><strong>20,503,717</strong></td>
<td><strong>4,841,498</strong></td>
<td>19.19%</td>
<td><strong>25,231,100</strong></td>
<td><strong>20,465,699</strong></td>
<td><strong>4,804,474</strong></td>
<td>19.04%</td>
</tr>
</tbody>
</table>

**Percent of Fiscal Year Remaining:** 8.33%

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

(See separate attachment for additional details.)

$156,326,982
<table>
<thead>
<tr>
<th>Council District #</th>
<th>Type of Allocation</th>
<th>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>17,238</td>
<td>94,664</td>
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<tr>
<td></td>
<td>Paving</td>
<td>266,502</td>
<td>111,958</td>
<td>154,544</td>
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<tr>
<td></td>
<td>Utility</td>
<td>58,488</td>
<td>10,220</td>
<td>48,268</td>
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<tr>
<td></td>
<td>In-Kind</td>
<td>19,800</td>
<td>3,794</td>
<td>16,006</td>
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<tr>
<td>2</td>
<td>Infrastructure</td>
<td>70,011</td>
<td>8,338</td>
<td>61,673</td>
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<tr>
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<td>Paving</td>
<td>229,226</td>
<td>6,500</td>
<td>222,726</td>
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<tr>
<td></td>
<td>Utility</td>
<td>2,606</td>
<td>-</td>
<td>2,606</td>
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<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>28,848</td>
<td>29,736</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>107,493</td>
<td>1,611</td>
<td>105,882</td>
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<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>22,316</td>
<td>94,486</td>
</tr>
<tr>
<td></td>
<td>Paving</td>
<td>377,721</td>
<td>5,061</td>
<td>372,660</td>
</tr>
<tr>
<td></td>
<td>Utility</td>
<td>42,644</td>
<td>-</td>
<td>42,644</td>
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<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>
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<td></td>
<td>Utility</td>
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<td>In-Kind</td>
<td>19,800</td>
<td>-</td>
<td>19,800</td>
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Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)
Paving funds to be used for paving or rocking roads. See guidelines in County code.
Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.
In-Kind funds to be used for projects completed by the Public Works Department.
### EXPENDITURES

<table>
<thead>
<tr>
<th>Project</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>
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<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>$5,960,307.47</td>
<td>$11,045,495.96</td>
<td>$78,751,152.34</td>
<td>$95,756,955.77</td>
<td>$42,994,664.23</td>
<td>69.01%</td>
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<td>US 76 Widening</td>
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<td>$3,281,627.87</td>
<td>$2,976,168.07</td>
<td>$17,535,502.39</td>
<td>$23,793,298.33</td>
<td>$7,848,322.67</td>
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<td>TV Road Widening</td>
<td>$34,519,290.00</td>
<td>$2,350,412.84</td>
<td>$2,645,733.28</td>
<td>$27,271,626.91</td>
<td>$32,267,773.03</td>
<td>$2,251,516.97</td>
<td>93.48%</td>
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<td>SC 51 Widening</td>
<td>$151,533,817.00</td>
<td>$3,947,302.51</td>
<td>$9,565,456.06</td>
<td>$42,614,902.13</td>
<td>$56,127,660.70</td>
<td>$95,406,156.30</td>
<td>37.04%</td>
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<td>US 301 Bypass Extension</td>
<td>$73,464,146.00</td>
<td>$3,292,909.28</td>
<td>$216,728.38</td>
<td>$18,697.00</td>
<td>$3,528,334.66</td>
<td>$69,935,811.34</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$447,587,262.00</strong></td>
<td><strong>$19,542,857.06</strong></td>
<td><strong>$27,674,579.55</strong></td>
<td><strong>$180,421,860.73</strong></td>
<td><strong>$227,639,297.34</strong></td>
<td><strong>$219,947,964.66</strong></td>
<td><strong>50.86%</strong></td>
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### REVENUES

<table>
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<tr>
<th>Revenue</th>
<th>Revenue Budget</th>
<th>Received/Earned to Date</th>
<th>Balance To Be Rcvd/Earned</th>
<th>Balance % Rcvd/Earned</th>
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<tr>
<td>Capital Project Sales Tax</td>
<td>$148,000,000.00</td>
<td>$144,702,128.85</td>
<td>$3,297,871.15</td>
<td>105.63%</td>
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<tr>
<td>Sales Tax Interest Earnings</td>
<td>$ -</td>
<td>$11,624,853.61</td>
<td>$3,297,871.15</td>
<td>100.00%</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>102.09%</td>
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<tr>
<td><strong>Total</strong></td>
<td>$398,000,000.00</td>
<td><strong>$406,326,982.46</strong></td>
<td><strong>$3,297,871.15</strong></td>
<td><strong>102.09%</strong></td>
</tr>
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</table>

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

**NOTE 2:** Merchant collection of sales tax concluded on April 30, 2014.
**Florence County**  
**CPST #2 Summary**  
**As of May 31, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
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<tr>
<td>Bond proceeds</td>
<td>$124,840,280.25</td>
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<tr>
<td>Interest earnings through May 31, 2018</td>
<td>$569,186.91</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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**Total available** $125,990,356.56

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Expenditures through 05/31/18*</td>
<td>$100,649,283.40</td>
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<tr>
<td>Outstanding purchase orders as of 05/31/18*</td>
<td>$9,370,655.08</td>
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</table>

**Total expended/committed** $110,019,938.48

**Total remaining** $15,970,418.08

* See detail report for expenditures and purchase orders by project
<table>
<thead>
<tr>
<th>Project #</th>
<th>Type</th>
<th>District</th>
<th>Entity</th>
<th>Project Description</th>
<th>Location</th>
<th>Approved Funds</th>
<th>Division Totals</th>
<th>Expended as of 5/31/2018</th>
<th>O/$ Purchase</th>
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<tbody>
<tr>
<td>1</td>
<td>Bond Issuance Costs</td>
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<td>$500,000.00</td>
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<td>I. Public Safety-Fire</td>
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<tr>
<td>2</td>
<td>Building</td>
<td>Johnsonville Rural Fire District</td>
<td>New Main Station</td>
<td>Highway 4151</td>
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<td>New Quinby Station</td>
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<td>South Lynches Fire District</td>
<td>Classroom, Logistics, &amp; Maintenance Facility</td>
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<td>Addition to Station One</td>
<td>Pine Needles Road</td>
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<td>Hannah Salem Friendfield Fire District</td>
<td>New Stations at Friendfield &amp; Flemingtown</td>
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<td>Upgrade Stations One and Two</td>
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<td>Schlitz Drive</td>
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<td>Building/Equipment</td>
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<td>Radio Upgrades - all Emergency Management Facilities</td>
<td>Law Enforcement Complex</td>
<td>$15,000,000.00</td>
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<td>New Emergency Operations Center Building</td>
<td>Law Enforcement Complex</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>
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<td>Flex Units &amp; Safety upgrades at County Jail</td>
<td>Law Enforcement Complex</td>
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<td>New K-9 Training Facility</td>
<td>Law Enforcement Complex</td>
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<td>Renovations at Law Enforcement Complex</td>
<td>Law Enforcement Complex</td>
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<td>V. County Administration</td>
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<td>26</td>
<td>Building</td>
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<td>Renovation of Vacated Space at County Complex</td>
<td>County Complex Building</td>
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<td>VI. Water &amp; Sewer Improvements</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>
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<td>$750,000.00</td>
<td>$510,584.09</td>
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<td>28</td>
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<td>Town of Coward</td>
<td>Union School Road Tie to Scranton Water System</td>
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<td>$240,000.00</td>
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<tr>
<td>29</td>
<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for Windy Hill Fire District</td>
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<td>30</td>
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<td>City of Florence</td>
<td>Add 50 Fire Hydrants for West Florence Fire District</td>
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<td>31</td>
<td>Fire Hydrants</td>
<td>City of Florence</td>
<td>Add 50 Fire Hydrants for Howe Springs Fire District</td>
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<tr>
<td>32</td>
<td>Water Line</td>
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<td>Indiantown Road/S. Cameron Road Water Loop</td>
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<td>33</td>
<td>Water Line</td>
<td>City of Lake City</td>
<td>Burch Rd/Old Georgetown Rd/Cameron Rd/R Water Loop</td>
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<td>$593,000.00</td>
<td>$191,331.71</td>
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<td>1,500,000.00</td>
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<td>101</td>
<td>Paving</td>
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<td></td>
<td>McLaurin Road</td>
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<td>600,000.00</td>
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<td>Law Road</td>
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<td>1,100,000.00</td>
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<tr>
<td>105</td>
<td>Paving</td>
<td>Florence County</td>
<td></td>
<td>Paving &amp;/or relocate Koopers/Estate Road or Young Road</td>
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<td>4,000,000.00</td>
<td>2,783,968.38</td>
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<td>as determined by County Council for economic development</td>
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<td>1,000,000.00</td>
<td>600,819.95</td>
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<td>107</td>
<td>Drainage</td>
<td>Florence County</td>
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<td>Brookgreen</td>
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<td>1</td>
<td>Swan Rd.</td>
<td>Park Ave. to last house</td>
<td>$ 4,033,853.00</td>
<td>$ 48,644.24</td>
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<td>Windsight Rd.</td>
<td>Hwy 378 to Swan Rd.</td>
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<td>Hickson Rd.</td>
<td>S. Powell Rd. to S. Locklair Rd.</td>
<td>$ 40,503.09</td>
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<td>Widow St.</td>
<td>W. Camp Branch Rd. to Jordan Rd.</td>
<td>$ 19,469.50</td>
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<td>113</td>
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<td>Old McAllister Rd.</td>
<td>Jordan Rd. to Chandler Mill Rd.</td>
<td>$ 48,493.27</td>
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<td>114</td>
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<td>Chandler Mill Rd.</td>
<td>N. Matthews Rd. to Old McAllister Rd.</td>
<td>$ 33,258.99</td>
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<td>115</td>
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<td>1</td>
<td>Maxie Thomas Rd.</td>
<td>Morris St. to Moore St.</td>
<td>$ 31,188.86</td>
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<td>Hwy 52 to last house</td>
<td>$ 31,188.86</td>
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<td>1</td>
<td>W. O’Shay Rd.</td>
<td>N. Matthews Rd. to Frierson Rd.</td>
<td>$ 129,080.00</td>
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<td>118</td>
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<td>1</td>
<td>Frierson Rd.</td>
<td>W. Camp Branch Rd. to W. O’Shay Rd.</td>
<td>$ 240,852.75</td>
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<td>Zold Rd.</td>
<td>McCutcheon Rd. to Hanna Rd.</td>
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<td>120</td>
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<td>Miles Rd.</td>
<td>Hwy 378 to First Oxtown Rd.</td>
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<td>Donald Rd.</td>
<td>Casselman Rd. to Miles Rd.</td>
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<td>122</td>
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<td>1</td>
<td>Rolman Rd.</td>
<td>Cockfield Rd. to Dory Rd. to Cow Pasture Rd.</td>
<td>$ 89,212.48</td>
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<tr>
<td>123</td>
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<td>Rolman Rd.</td>
<td>Dory Rd. to Cow Pasture Rd.</td>
<td>$ 31,188.86</td>
<td></td>
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<tr>
<td>124</td>
<td></td>
<td>1</td>
<td>Frierson Rd.</td>
<td>McCutcheon Rd. to last house</td>
<td>$ 31,188.86</td>
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<tr>
<td>125</td>
<td></td>
<td>1</td>
<td>Barr St.</td>
<td>Graham Rd. to end of road</td>
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<td>126</td>
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<td>Old Farm Rd.</td>
<td>Fox Hwy. to last house</td>
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<td>Lance St.</td>
<td>Acline St. to Kelly St.</td>
<td>$ 27,676.41</td>
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<td>Thomas St.</td>
<td>S. Church St. to CSX RR</td>
<td>$ 22,985.48</td>
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<td>1</td>
<td>Gracelyn Cir.</td>
<td>N. Matthews Rd. to ???</td>
<td>$ 32,178.02</td>
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<tr>
<td>130</td>
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<td>Calvin St.</td>
<td>Jacksonville Cir. to ???</td>
<td>$ 6,690.29</td>
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<td>Tupelo Rd.</td>
<td>Moore St. to end of road</td>
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<td>132</td>
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<td>Reitha Dr.</td>
<td>Kelly St. to end of road</td>
<td>$ 16,661.46</td>
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<td>1</td>
<td>King St.</td>
<td>Neshmith St. to Roberts St.</td>
<td>$ 3,986.04</td>
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<tr>
<td>134</td>
<td></td>
<td>1</td>
<td>Major Rd.</td>
<td>Gray Rd. to end of road</td>
<td>$ 13,347.39</td>
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<td>Slocum Ln.</td>
<td>Gray Rd. to end of road</td>
<td>$ 7,892.03</td>
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<td>136</td>
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<td>1</td>
<td>Dennis Rd</td>
<td>Cooktown Rd. to Old South Rd.</td>
<td>$ 44,841.35</td>
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<td>137</td>
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<td>1</td>
<td>Jayne Ln.</td>
<td>Beulah Rd. to E. Plantation Rd.</td>
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<tr>
<td>138</td>
<td></td>
<td>1</td>
<td>E. Plantation Rd.</td>
<td>portion of ???</td>
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<td>1</td>
<td>S. Acline St.</td>
<td>Fairview St. to Graham Rd.</td>
<td>$ 134,412.00</td>
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<td>140</td>
<td></td>
<td>1</td>
<td>Baker Rd.</td>
<td>N. Camerontown Rd. to end of road</td>
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<td>141</td>
<td></td>
<td>1</td>
<td>Barnwell St.</td>
<td>Bezy Rd. to Lee St.</td>
<td>$ 15,278.45</td>
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<td>142</td>
<td></td>
<td>1</td>
<td>Blanche St.</td>
<td>Northside Ln. to end of road</td>
<td>$ 6,646.79</td>
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<td>1</td>
<td>Withingham Rd.</td>
<td>Owens Dr. to Blanche St.</td>
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<td>144</td>
<td></td>
<td>1</td>
<td>Hurst St.</td>
<td>School Dr. to end of road</td>
<td>$ 8,566.91</td>
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<td>145</td>
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<td>Judy Rd.</td>
<td>Hwy 378 to end of road</td>
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<td>146</td>
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<td>1</td>
<td>N. Pecan Rd.</td>
<td>Hwy 341 to N. Camerontown Rd.</td>
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<td>147</td>
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<td>S. Pecan Rd.</td>
<td>Hwy 341 to end of road</td>
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<td>148</td>
<td></td>
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<td>S. Locklair Rd.</td>
<td>Hwy 341 to Hickson Rd.</td>
<td>$ 61,988.22</td>
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<td>Sunburst Dr.</td>
<td>Cooktown Rd. to end of road</td>
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<td>150</td>
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<td>1</td>
<td>Thirty Rd.</td>
<td>Thirty Five Rd. to end of road</td>
<td>$ 2,721.62</td>
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<td>Thirty Five Rd.</td>
<td>Jocie Haven Ave. to Davies St.</td>
<td>$ 3,624.53</td>
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<td>Tranquility Rd.</td>
<td>Cockfield Rd. to Tyler Rd.</td>
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<td>1</td>
<td>W. Cole Rd.</td>
<td>Davis St. to Maxie Thomas Rd.</td>
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<td>154</td>
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<td>Lake City Landfill/Manned Convenience Center Rd.</td>
<td>Hwy 341 to end of road</td>
<td>$ 180,030.48</td>
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<td>L/C Manned Conv. Service Area on Lake City Landfill Rd.</td>
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<td>Sequoia Rd.</td>
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<td>$ 32,809.35</td>
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<td>1</td>
<td>Cornelot Way</td>
<td>N. Country Club Rd. to Scotland Rd.</td>
<td>$ 28,583.18</td>
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<td>Dogwood Ln.</td>
<td>S. Morris St. to Middlecott Rd.</td>
<td>$ 39,336.18</td>
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<td>159</td>
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<td>1</td>
<td>Lancelot Way</td>
<td>Scotland Rd. to end of road</td>
<td>$ 51,652.35</td>
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<td>1</td>
<td>Lockwood Rd.</td>
<td>Middlecott Rd. to Dogwood Ln.</td>
<td>$ 33,913.36</td>
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<td>1</td>
<td>McFaddin St.</td>
<td>Wallace St. to Ida St.</td>
<td>$ 31,881.27</td>
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<td>162</td>
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<td>Saller St.</td>
<td>Wallace St. to Ida St.</td>
<td>$ 28,613.22</td>
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<td>163</td>
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<td>Byrd St.</td>
<td>School Dr. to end of road</td>
<td>$ 11,240.68</td>
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<td>164</td>
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<td>Fountain St.</td>
<td>School Dr. to end of road</td>
<td>$ 18,011.38</td>
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<td>Hurst St.</td>
<td>Hwy 52 to End of Road</td>
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<td>Mill St.</td>
<td>N. Church St. to Ball Park Rd.</td>
<td>$ 30,672.08</td>
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<td>167</td>
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<td>N. Church St. (Scranton)</td>
<td>Mill St. to Railroad Ave.</td>
<td>$ 13,918.16</td>
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<td>School Dr.</td>
<td>Blyd St. to end of road</td>
<td>$ 22,396.43</td>
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<td>Parking and Roads at Lake City Sports Complex</td>
<td>S. Blanding St. to Graham Rd.</td>
<td>$ 243,917.75</td>
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<td>Division Totals</td>
<td>Expended as of 5/31/2018</td>
<td>O/S Purchase</td>
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<td>171</td>
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<td>District 2</td>
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<td>Bluff Rd.</td>
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<td>$ 4,033,853.00</td>
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<td>Evans Rd.</td>
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<td>$ 73,872.70</td>
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<td>District 2</td>
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<td>Belle Thompson Rd.</td>
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<td>$ 92,114.78</td>
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<td>$ 23,205.41</td>
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<td>[4,033,853.00, 88,000.00, 72,000.00]</td>
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<td>O/S Purchase</td>
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<td>E. Marion St.</td>
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<td>Harrell St.</td>
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<td>Sidewalks on Irby St.</td>
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<td>Hwy 52' to Vista St.</td>
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**Category Total**: $ 36,301,677.00

**Grand Total of all projects**: $ 145,000,000.00

**Expended as of 5/31/2018**: $ 100,649,283.40

**O/S Purchase Orders**: $ 9,370,655.08
AGENDA ITEM: Reports to Council
Placement of Harllee Memorial Sculpture

DEPARTMENT: Administration
Florence County Museum

ISSUE UNDER CONSIDERATION:
Authorize The County Administrator And Staff To Consider Appropriate Location For
The Harllee Memorial Sculpture At/In The Florence County Museum, With The Advice
Of The Museum Board And Exhibit Committee.

OPTIONS:
1. Approve as presented.
2. Provide an alternate directive.
AGENDA ITEM: Report to Council
          Declaration of Surplus Property

DEPARTMENT: EMS Department

ISSUE UNDER CONSIDERATION:
Declare Seventy-Six (76) I-pads With Various Miscellaneous Protective Cases And Charging Cords As Surplus Property And Authorize Disposal Via The Means Most Advantageous To The County.

POINTS TO CONSIDER:
1. The EMS Director has requested that seventy-six (76) I-pads with various miscellaneous protective cases and charging cords be declared surplus and disposed via the means most advantageous. The I-pads have been erased of all data and re-set to original factory settings.
2. The equipment has little value or is obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.

OPTIONS:
1. (Recommended) Approve as presented.
2. Provide alternate instructions.
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iPad3  DYZVHQ3QBDJ8R  Replaced due to age and inability to update iOS - Working when removed from service - RAW
Air 2  DMPT2W1SHG5D  Returned due to damage beyond repair - 072117-RAW

76 devices
one lot of protective cases
one lot of charging cords
AGENDA ITEM: Reports to Council
Declaration and Donation of Surplus Property

DEPARTMENT: Florence County Library
Florence County Procurement

ISSUE UNDER CONSIDERATION:
Council Is Requested To Declare Twenty Two (22) Computers And Fifteen (15) Monitors As Surplus Property And Authorize The Donation Of Said Equipment To AARP Tax-Aide Foundation.

POINTS TO CONSIDER:
1. The AARP Tax-Aide Foundation offers free, individualized tax preparation for low to moderate income taxpayers, especially those over 50. The organization utilizes the Drs. Bruce and Lee Foundation Library during tax season to prepare returns.
2. The using department has declared the computers and monitors as surplus property.
3. The computers and monitors are of no usable value to the County.
4. Disposal will not impact on-going operations.
5. Florence County Code requires County Council approval prior to disposal of surplus property.

FUNDING FACTORS:
1. $0 = Cost of disposal by approving donation to AARP Tax-Aide Foundation in Florence.

OPTIONS:
1. (Recommended) Approve As Presented.

ATTACHMENTS:
1. Memo from Library Director, Alan Smith dated June 7, 2018.
2. Surplus property listing with model and serial numbers.
TO: Suzanne S. King
Administrative Services Director

FROM: Alan Smith
Library Director

DATE: June 7th, 2018

RE: Disposal of surplus property

Suzanne,

We would like to dispose of the following:

- 22 desktop computers
- 15 computer monitors

These items have been in use since 2009 and have become obsolete. We have recently replaced them with new equipment. The attached sheet includes serial numbers for each item.

The AARP Tax-Aide Foundation has requested that these items be donated to them if they are approved for disposal. We have partnered with this group for many years and believe this would be a great way to get further use out of this equipment.

Thank you for your consideration, and please let me know if I need to do anything else to complete this request.

Alan
### Computers (22)

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Alan Smith  
Library Director  
Florence County Library System  
509 S. Dargan Street  
Florence, SC 29506  

June 5, 2018  

Dear Mr. Smith,  

I would like to request that any of the library computers that have been removed from service and are not going to be used elsewhere in the facility be donated to our AARP Foundation Tax-Aide program.  

Your staff has let me know that 22 HP Compaq computers, purchased in 2009, that were in the Dunlap-Hopkins Technology Training Room, are being stored until they are approved for disposal. We are requesting that these computers, along with accompanying monitors, mice and keyboards be donated to our local AARP Foundation Tax-Aide program. I promise we will put them into servicing our taxpayers next tax season.  

As we are just getting our figures from IRS for all the returns prepared at the Florence County Library during the recent tax season, our numbers are impressive. With 20 volunteers, working 2 days for 10 weeks [and 3 Saturday half days], we had 1,241 Federal 2017 tax returns approved. We also did a substantial number of previous years returns and answered almost 500 questions for library patrons who we were unable to assist in their tax return preparation. $1,037,197 in refunds came back into our community from IRS returns and almost half that amount in state refunds.  

We value our Partnership with the Florence County Library and know that our program would not be as successful without the wonderful relationship between our groups.  

Thank you so much for your help in getting this donation request processed.  

Jody S. Jackson  
State Coordinator  
AARP Foundation Tax-Aide  
Florence County Library Site
AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:
Declaration Of Three (3) Vehicles And One (1) Caterpillar Motorgrader As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

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

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

ATTACHMENTS:
Surplus property listing.
<table>
<thead>
<tr>
<th>UNIT</th>
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AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department
Emergency Management Department

ISSUE UNDER CONSIDERATION:
Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EC07-18 To Purchase The Purvis Systems, Inc., Fire Station Alerting System (FSAS) For the Florence County Emergency Management Department In The Amount Of $167,699.25 (not including tax) From E911 System Funds.

POINTS TO CONSIDER:
1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, and state agencies to purchase off of the HGAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
2) HGAC publicly offered and established Contract No. EC07-18 for 911 Equipment & Emergency Notification Software and Services.
3) County Code of Ordinances Section 11.5-41 allows for the purchase of services and supplies through a cooperative purchasing agreement.
4) Dusty Owens, Emergency Management Director recommends the purchase of the PURVIS system.

FUNDING FACTORS:
$167,699.25 = Total amount funded from the E911 Systems Fund under line item 431-421-426-100-6400.

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

ATTACHMENTS:
1) HGAC Legal Authority Statement.
2) HGAC Contract No. EC07-18 Contract.
4) PURVIS Standard License Agreement for FSAS Contract No. EC07-18.
6) HGACBuy Worksheet for Florence County dated 6-29-18.
Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.

(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to
contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC’s Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:
GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and PURVIS Systems Incorporated, hereinafter referred to as the Contractor, having its principal place of business at 88 Silva Lane, Middletown, RI 02842.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.
ARTICLE 5: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD
This Agreement shall be performed during the period which begins Jul 01 2018 and ends Jun 30 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING
Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS
The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States
Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

**ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 14: CHANGES AND AMENDMENTS**

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

**ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE
Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (b) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)
applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS
The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY
H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY
Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to
END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE
The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT
This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES
All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW; VENUE
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.
SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

PURVIS Systems Incorporated

Name Michelle Craft
Title Contracts Manager
Date 6/25/2018

H-GAC

Name Chuck Wemple
Title Executive Director
Date 6/18/2018
H-GAC
Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - PURVIS Systems Incorporated - Public Services - 18-00368

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor’s Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS (“EUA”)

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement (“EUA”) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC’s acknowledgement is not an endorsement or approval of the End User Agreement’s terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor’s Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA’s stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor’s most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor’s written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,
benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer’s control [example, a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

**ARTICLE 4: PARTY LIABILITY**

Contractor’s total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

**ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER’s payment, whichever comes first, notwithstanding Contractor’s receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC’s Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

**ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

**ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General
Aggregate limit of at least two times the Single Occurrence limit. **Product liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.

e. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

**ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC’s contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 10: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

**ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle
Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.
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Attachment “A”  
PURVIS Systems Incorporated  

9-1-1 Equipment & Emergency Notification Software and Services  
Contract No.: EC07-18  

<table>
<thead>
<tr>
<th>H-GAC Product Code</th>
<th>Item Description</th>
<th>Offered Priced</th>
</tr>
</thead>
<tbody>
<tr>
<td>315-010100-131</td>
<td>Base System - Central Server (E-mail &amp; SMS capabilities) Effective 3/8/2018</td>
<td>$5,975.00</td>
</tr>
<tr>
<td>315-990000-120</td>
<td>Base System - Central Server Software License Effective 3/8/2018</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>
I. INTRODUCTION

This Warranty, Maintenance, and Service Agreement (“Agreement”) is effective for a period of one year commencing upon Customer’s written acceptance of the PURVIS FSAS system. This Agreement may be renewed on an annual basis by mutual written agreement of the parties at the prices set forth in the Price Schedule.

The services provided under this Agreement cover all PURVIS-provided hardware and software identified in the PURVIS FSAS Contract with Customer. Failures must be caused by PURVIS-provided FSAS hardware and/or software in order to be covered by this Agreement.


ALL CUSTOMER REQUESTS FOR SUPPORT ARE INITIATED BY CONTACTING THE PURVIS HELP DESK:

FOR EMERGENCY SUPPORT:
PHONE: 866-841-2824

FOR NON-EMERGENCY SUPPORT:
ONLINE: HTTPS://SUPPORT.PURVIS.COM or E-MAIL: FSAS-SUPPORT@PURVIS.COM

Services shall be performed by trained, experienced and qualified personnel and with due care, skill and diligence in accordance with applicable industry standards and the terms of this Agreement.
II. DESCRIPTION OF SERVICES

The Warranty, Maintenance and Support Services under this Agreement include the following:

| Hardware Warranty | PURVIS warrants that during the Warranty and Maintenance Periods, the Hardware provided by PURVIS will be free of defects in materials and workmanship, and conform to specifications set forth in the Contract and any FSAS user manuals/documentation provided to Customer. PURVIS’ sole liability and responsibility under this warranty is to repair or replace, at PURVIS’ option and within thirty (30) days, any Hardware provided by PURVIS which PURVIS determines does not conform to the warranty. This warranty does not cover Hardware that requires replacement due to normal wear and tear (such as UPS battery), is damaged as a result of vandalism, misuse, force majeure or other act of God (such as flood, lightning strike, etc), is disassembled, modified or tampered with, or is otherwise negligently or improperly installed or maintained by Customer.

Any defective items will be removed and shipped to PURVIS’ RI office by the Customer for repair or replacement. The Warranty does not include the cost of shipping. For hardware failures that result in a critical system operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within one (1) business day of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. All shipments for critical system operation failure items will be scheduled for overnight delivery. The Customer is responsible for shipping the failed hardware device or component to PURVIS’ Middletown office upon receipt of the replacement part.

For hardware failures that result in a non-critical operation failure, PURVIS will deliver a replacement Hardware device or component to the Customer within seven (7) business days of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. The Customer is responsible for shipping the failed hardware device or component to PURVIS’ RI office upon receipt of the replacement part. |
| Software Warranty | “Software” means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS’ proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

Software License. PURVIS grants Customer a non-exclusive, perpetual license to use the Software only in connection with the FSAS and solely for Customer’s internal business use. No license or right is granted to license, sell, disclose or otherwise transfer the Software to others. Customer shall not manufacture, modify, reproduce, copy, reverse engineer, decompile, disassemble or create derivative works of Software. Customer acknowledges that any documentation delivered in connection with the software included in the FSAS is PURVIS’ proprietary information, and Customer may not disclose, assign or sublicense such documentation and information to anyone without PURVIS’ prior written |
consent and then only on terms acceptable to PURVIS. Customer represents and warrants that it is acquiring the Software and the FSAS for its own business use and purpose, without any intention to re-sell or transfer the Software or the FSAS to any third party.

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Customer, will function substantially in accordance with the functional description in the PURVIS proposal during the Warranty and Maintenance Period. PURVIS’ sole liability and Customer’s sole remedy for breach of this Software warranty shall be, at PURVIS’ election, PURVIS’ good faith effort to rectify the nonconformity or replace the Software with Software that conforms. This warranty does not apply if Software failure is a result of accident, misuse, abuse, misapplication or unauthorized modification by Customer.

During the Warranty and Maintenance periods, it is expected that Customer shall perform any configuration updates/changes to the system for which training was provided, except as indicated below:

- During the initial one-year Warranty Period, PURVIS will provide up to 50 text-to-speech pronunciation configuration changes if requested by Customer.

### Help Desk Support

All requests for support must be initiated through the PURVIS Help Desk. The PURVIS Help Desk receives and logs all customer support calls and creates trouble tickets for all calls received. The Help Desk is staffed to receive calls 24x7x365.

**Emergency Requests:** Contact the Help Desk by phone at 866-841-2824.

All Emergency Requests will be confirmed by return phone call: a PURVIS Support Engineer shall acknowledge Customer’s request within two (2) hours of receipt, and will solicit specific details regarding the service request if needed. Following this initial response, PURVIS will classify the event by priority level:

- Emergency Service Request or Non-Emergency Service Request.

**Non-Emergency Requests:** Contact the Help Desk online at https://support.purvis.com, or email at FSAS-support@purvis.com.

For Online or Email requests: a PURVIS Support Engineer shall acknowledge Customer’s request within two (2) hours of receipt during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Eastern Time, excluding federal holidays. PURVIS will solicit specific details regarding the service request if needed.

**Emergency Service Request** is defined as a major failure of FSAS software or hardware that results in no service at one or more locations. Response to an Emergency Service Request is provided within four hours following request. PURVIS will troubleshoot, diagnose and repair emergency system failures 24/7/365, including holidays, until resolved.
### Non-Emergency Service Request

The term **Non-Emergency Service Request** is defined as a failure or incident in which the service continues to operate, but a non-critical feature, such as a speaker or LED light, is not available or does not function as it should. Service for non-emergency failures is provided during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Eastern Time, excluding federal holidays. Response to a Non-Emergency Service Request is provided within the next business day, and will typically be resolved within two business days.

<table>
<thead>
<tr>
<th>Emergency Svc. Support</th>
<th>Emergency Service Support is provided 24x7x365 to address system failures that result in no service at one or more locations.</th>
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<tbody>
<tr>
<td>Software Version Upgrades</td>
<td>General availability software version upgrades for critical issue patches and scheduled major version upgrades are included as part of this Agreement. PURVIS operates on a bi-annual build/release cycle for normal FSAS maintenance builds. Major version upgrades are planned for rollout on an 18 month cycle. Any critical software issues that may arise will be addressed and patches will be released in General Availability as soon as they are completed and successfully pass a rigorous regression test cycle. New builds are distributed via email, DVD, CD, or web download, at the customer’s discretion. Depending on customer preference, either the customer or a PURVIS engineer will load the update into the customer’s system using the Software Update feature on the PURVIS FSAS DM Console. Newly installed updates can be automatically pushed to PURVIS FSAS Station Control Units and the Central Servers at any time.</td>
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</table>

### Out-of-Scope Support

In the event that support provided under this Agreement in response to a Help Desk request is determined by PURVIS to be an issue that is not covered under the applicable Software Warranty and/or Hardware Warranty or as a result of customer’s non-compliance with the terms of this Agreement (“out-of-scope service”), PURVIS reserves the right to be reimbursed for such services. PURVIS shall invoice on a Time and Materials basis for such out of scope services at the then current hourly rate, and payment terms shall be Net 30. The current hourly rate of $165 per hour for out-of-scope services is effective through calendar year 2022, and may be subject to escalation thereafter.

### III. FSAS GENERAL TERMS AND CONDITIONS

The following terms and conditions are applicable to all agreements between PURVIS Systems Incorporated and PURVIS’ customers with regard to PURVIS’ Fire Station Alerting System (“FSAS”).
**1) INTELLECTUAL PROPERTY**

(a) *Ownership.* PURVIS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the licensed Software contained in the FSAS. “Intellectual Property Rights” means all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or other laws. The PURVIS name, the PURVIS logo, and the product names associated with the FSAS are trademarks of PURVIS or third parties, and no right or license is granted to use them. In the course of the performance of this Agreement, PURVIS may disclose to Customer certain confidential information regarding the design, computer code, specifications and other matters regarding the Software and the FSAS. Customer agrees to hold all such information disclosed to Customer regarding the Software and the FSAS confidential for a period of five (5) years after the termination of this Agreement and Customer shall not disclose any confidential information regarding the Software or the FSAS to any third party, except as may be required pursuant to a valid court order or subpoena. Customer shall promptly notify PURVIS of the receipt of any such court order or subpoena and afford PURVIS the opportunity to contest or limit any such court order or subpoena as the same may relate to the Software and the FSAS and any confidential information relating thereto.

(b) *PURVIS FSAS IP Indemnity.* PURVIS will defend and hold Customer harmless against any claims, legal actions, and other expenses in connection with any claims that the FSAS or any Hardware or Software created by PURVIS within the FSAS infringes or violates intellectual property rights of any third party, on the condition that Customer notifies PURVIS promptly of the claim and gives PURVIS sole control of the defense and negotiations for its settlement or compromise. If Customer is, or may become, prohibited from use of the FSAS by reason of an actual or anticipated claim, PURVIS will use its reasonable efforts, at PURVIS’ sole cost and expense, to either: (a) obtain for Customer the right to use the FSAS, (b) replace or modify the FSAS so that it is no longer subject to a claim but performs the same functions in an equivalent manner, or (c) refund to Customer the amount paid in respect to the FSAS. PURVIS shall not have any liability to Customer if the infringement or other violation of a third party right is based in any way upon (i) the use of the FSAS in combination with other components, equipment or software not furnished by PURVIS, (ii) third party or off-the-shelf Hardware or Software used in conjunction with or incorporated into the FSAS; or (iii) any component of the FSAS which has been modified or altered by Customer without authorization. THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF PURVIS CONCERNING INTELLECTUAL PROPERTY CLAIMS REGARDING THE FSAS AND PURVIS’ HARDWARE AND SOFTWARE AND WILL SURVIVE TERMINATION OF THE AGREEMENT.

(c) *Third Party Hardware and Software IP Indemnity Pass-through.* With respect to any third party hardware or software contained in the FSAS, PURVIS agrees to pass on to Customer, to the extent permissible under applicable agreements, any warranties or indemnities with regard to patent or copyright infringement provided to PURVIS by such vendors. PURVIS is not authorized to act as agent for any vendor in patent or copyright matters. PURVIS will, upon notification from Customer of any allegation of patent or copyright infringement involving third party hardware or software, promptly notify the vendor(s) and assist (at Customer’s expense) in obtaining from vendor(s) such remedies as may be contained in PURVIS’ agreement(s) with such vendor(s).

(d) *Improvements.* All rights, title and interest in and to any inventions, discoveries,
improvements, methods, ideas, computer and other apparatus programs, derivatives and related documentation, other works of authorship fixed in any tangible medium of expression, or other forms of intellectual property, whether or not subject of statutory protection, which are made, created, developed, written, conceived or first reduced to practice by PURVIS solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed under this Agreement shall belong to and be the sole and exclusive property of PURVIS.

2) PERSONAL DATA CONTAINED WITHIN THE FSAS OR ANY HOSTED SERVICES

PURVIS does not own any personal data, information or material that may be introduced into or contained within the FSAS in the course of Customer’s use of the FSAS, including, without limitation, cellular telephone numbers, names, email addresses or other information by which individuals are contacted or identified ("Personal Data"). Customer, not PURVIS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Personal Data. Customer is responsible for the Personal Data and PURVIS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Personal Data.

3) LIMITATION OF LIABILITY

EXCEPT FOR ANY EXPRESS HARDWARE OR SOFTWARE WARRANTIES PROVIDED IN THE AGREEMENT, PURVIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE FSAS OR ANY HARDWARE, SOFTWARE OR SERVICES THEREIN. PURVIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE FSAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE FSAS WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE EFFECTIVENESS OF THE FSAS IN CONVEYING EMERGENCY MESSAGES OR WARNINGS, OR THE USE TO WHICH ANY RESPONDER OR OTHER PARTY MAY PUT SUCH MESSAGES OR WARNINGS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE FSAS OR THE SERVER(S) THAT MAKE THE FSAS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FSAS AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURVIS AND ITS LICENSORS.

EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS’S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR
AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FSAS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FSAS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PURVIS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4) INTERNET DELAYS

THE FSAS OR ANY HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURVIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS ACCESS TO THE INTERNET FOR PURPOSES OF USING THE FSAS AND ANY HOSTED SERVICES. PURVIS IS NOT AN INTERNET PROVIDER AND HAS NO RESPONSIBILITY WHATSOEVER IN ARRANGING FOR, OR MONITORING, THE CUSTOMER'S ACCESS TO THE INTERNET IN ORDER TO USE THE FSAS OR ANY HOSTED SERVICES.

5) FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations hereunder and shall have no liability whatsoever as a result of any cause beyond the reasonable control of such party, including without limitation any theft, riot, war, flood, fire, storm, natural disaster, work stoppage, national emergency, terrorism, delay or failure of any supplier or shipper, any product, labor or parts shortage or similar event.

6) GENERAL PROVISIONS

(a) Assignment. Neither party shall assign, sell, transfer, or in any way encumber its interest under this Agreement without first obtaining the written consent of the other party hereto.

(b) Amendment. The Agreement may be amended only by mutual written agreement of the parties.

(c) Notices. All notices required hereunder shall be in writing and shall be delivered to the address indicated in the Agreement (or at such other address as shall be given pursuant to this provision by either of the parties to the other).

(d) Independent Company. It is understood and agreed by and between the parties that PURVIS, in satisfying the conditions of this Agreement, is acting independently, and that Customer assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by PURVIS pursuant to this Agreement shall be in the capacity of an independent company, and not as an agent or employee of Customer. PURVIS shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of the Agreement.
END-USER LICENSE AGREEMENT
PURVIS FIRE STATION ALERTING SYSTEM (FSAS)

This End-User License Agreement ("Agreement") is made and entered into on __________ 2018 between PURVIS Systems Incorporated, a New York Corporation, (hereinafter “PURVIS” or “Licensor”), located at 88 Silva Lane, Middletown, RI 02842 and Florence County Central Communications (“Licensee”), located at 1221 Justice Way, Effingham, SC 29541.

RECITALS

WHEREAS, Licensor has developed the PURVIS Fire Station Alerting System™ (“PURVIS FSAS” or “FSAS”) and desires to grant Licensee a license to use the Software;

WHEREAS, Licensee wishes to use the Software under the terms and conditions set forth in this Agreement;

WHEREAS, Licensor and Licensee have executed a Contract/Order, #_________________, dated __________ 2018 (“Contract”) for the Licensee’s procurement of the PURVIS FSAS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensor and Licensee hereby agree as follows:

1. GRANT OF LICENSE

PURVIS grants Licensee a non-exclusive, perpetual license to use the Software only in connection with the PURVIS FSAS and solely for Licensee’s internal business use. “Software” means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS’ proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

2. RESTRICTIONS ON USE

No license or right is granted to license, sell, disclose or otherwise transfer the Software to others. Licensee shall not manufacture, modify, reproduce, copy, reverse engineer, decompile, disassemble or create derivative works of Software. Licensee acknowledges that any documentation delivered in connection with the software included in the FSAS is PURVIS’ proprietary information, and Licensee may not disclose, assign or sublicense such documentation and information to anyone without PURVIS’ prior written consent and then only on terms acceptable to PURVIS. Licensee represents and warrants that it is acquiring the Software and the FSAS for its own business use and purpose, without any intention to re-sell or transfer the Software or the FSAS to any third party.

3. MAINTENANCE AND SUPPORT

Warranty and Maintenance services shall be provided in accordance with PURVIS’ Warranty, Maintenance, and Service Agreement for the PURVIS FSAS, for the periods and prices set forth in the Contract.
4. TERM OF AGREEMENT
This Agreement shall commence on the effective date and shall continue in effect until terminated by PURVIS or Licensee.

5. TERMINATION
Except as expressly stated to the contrary in the Contract, if either party fails to comply with any terms and conditions of this Agreement, the other party may terminate this Agreement upon 30 days written notice, specifying such breach, unless within the period of such notice, all breaches specified therein have been cured. Licensee’s failure to pay PURVIS amounts due shall be considered a material breach of this Agreement.

Upon termination, PURVIS shall remove the Software from the Licensee’s equipment. Licensee shall allow PURVIS reasonable access to the equipment so that PURVIS can remove the Software. Licensee agrees that it has no right to, and hereby expressly releases and holds PURVIS harmless from any liability for any damages, equitable relief or indemnification of any kind, including but not limited to loss of profits, or any other cost, damage, liability, loss or expense incurred by Licensee due to any expiration or termination of this Agreement.

6. WARRANTY AND REMEDIES
PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Licensee, will function substantially in accordance with the functional description in the PURVIS proposal or the Contract. PURVIS’ sole liability and Licensee’s sole remedy for breach of this Software warranty shall be, at PURVIS’ election, PURVIS’ good faith effort to rectify the nonconformity or replace the Software with Software that conforms. This warranty does not apply if Software failure is a result of accident, misuse, abuse, misapplication or unauthorized modification by Licensee.

7. INTELLECTUAL PROPERTY
(a) Ownership. PURVIS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the licensed Software contained in the FSAS. “Intellectual Property Rights” means all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or other laws. The PURVIS name, the PURVIS logo, and the product names associated with the FSAS are trademarks of PURVIS or third parties, and no right or license is granted to use them. In the course of the performance of this Agreement, PURVIS may disclose to Licensee certain confidential information regarding the design, computer code, specifications and other matters regarding the Software and the FSAS. Licensee agrees to hold all such information disclosed to Licensee regarding the Software and the FSAS confidential for a period of five (5) years after the termination of this Agreement and Licensee shall not during such period disclose any confidential information regarding the Software or the FSAS to any third party, except as may be required pursuant to a valid court order or subpoena. Licensee shall promptly notify PURVIS of the receipt of any such court order or subpoena and afford PURVIS the opportunity to contest or limit any such court order or subpoena as the same may relate to the Software and the FSAS and any confidential information relating thereto.
(b) **PURVIS FSAS IP Indemnity.** Except as expressly provided in the Contract, PURVIS will defend and hold Licensee harmless against any claims, legal actions, and other expenses in connection with any claims that the FSAS or any Hardware or Software created by PURVIS within the FSAS infringes or violates intellectual property rights of any third party, on the condition that Licensee notifies PURVIS promptly of the claim and gives PURVIS sole control of the defense and negotiations for its settlement or compromise. If Licensee is, or may become, prohibited from use of the FSAS by reason of an actual or anticipated claim, PURVIS will use its reasonable efforts, at PURVIS’ sole cost and expense, to either: (a) obtain for Licensee the right to use the FSAS, (b) replace or modify the FSAS so that it is no longer subject to a claim but performs the same functions in an equivalent manner, or (c) refund to Licensee the amount paid in respect to the FSAS. PURVIS shall not have any liability to Licensee if the infringement or other violation of a third party right is based in any way upon (i) the use of the FSAS in combination with other components, equipment or software not furnished by PURVIS, (ii) third party or off-the-shelf Hardware or Software used in conjunction with or incorporated into the FSAS; or (iii) any component of the FSAS which has been modified or altered by Licensee without authorization. **EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF PURVIS CONCERNING INTELLECTUAL PROPERTY CLAIMS REGARDING THE FSAS AND PURVIS’ HARDWARE AND SOFTWARE AND WILL SURVIVE TERMINATION OF THE AGREEMENT.**

(c) **Third Party Hardware and Software IP Indemnity Pass-through.** Except as expressly provided in the Contract, with respect to any third party hardware or software contained in the FSAS, PURVIS agrees to pass on to Licensee, to the extent permissible under applicable agreements, any warranties or indemnities with regard to patent or copyright infringement provided to PURVIS by such vendors. PURVIS is not authorized to act as agent for any vendor in patent or copyright matters. PURVIS will, upon notification from Licensee of any allegation of patent or copyright infringement involving third party hardware or software, promptly notify the vendor(s) and assist (at Licensee’s expense) in obtaining from vendor(s) such remedies as may be contained in PURVIS’ agreement(s) with such vendor(s).

(d) **Improvements.** All rights, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs, derivatives and related documentation, other works of authorship fixed in any tangible medium of expression, or other forms of intellectual property, whether or not subject of statutory protection, which are made, created, developed, written, conceived or first reduced to practice by PURVIS solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed under this Agreement shall belong to and be the sole and exclusive property of PURVIS.

8. **PERSONAL DATA CONTAINED WITHIN THE FSAS OR ANY HOSTED SERVICES**

PURVIS does not own any personal data, information or material that may be introduced into or contained within the FSAS in the course of Licensee’s use of the FSAS, including, without limitation, cellular telephone numbers, names, email addresses or other information by which individuals are contacted or identified ("Personal Data"). Licensee, not PURVIS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and
intellectual property ownership or right to use of all Personal Data. Licensee is responsible for the Personal Data and PURVIS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Personal Data.

9. LIMITATION OF LIABILITY

EXCEPT FOR ANY EXPRESS HARDWARE OR SOFTWARE WARRANTIES PROVIDED IN THE AGREEMENT AND THE CONTRACT, PURVIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE FSAS OR ANY HARDWARE, SOFTWARE or SERVICES THEREIN. PURVIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE FSAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE FSAS WILL MEET LICENSEE’S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE EFFECTIVENESS OF THE FSAS IN CONVEYING EMERGENCY MESSAGES OR WARNINGS, OR THE USE TO WHICH ANY RESPONDER OR OTHER PARTY MAY PUT SUCH MESSAGES OR WARNINGS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE FSAS OR THE SERVER(S) THAT MAKE THE FSAS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FSAS AND ALL CONTENT IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURVIS AND ITS LICENSORS.

EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS’S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FSAS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FSAS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PURVIS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. INTERNET DELAYS
THE FSAS OR ANY HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURVIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. LICENSEE IS SOLELY RESPONSIBLE FOR ITS ACCESS TO THE INTERNET FOR PURPOSES OF USING THE FSAS AND ANY HOSTED SERVICES. PURVIS IS NOT AN INTERNET PROVIDER AND HAS NO RESPONSIBILITY WHATSOEVER IN ARRANGING FOR, OR MONITORING, THE LICENSEE'S ACCESS TO THE INTERNET IN ORDER TO USE THE FSAS OR ANY HOSTED SERVICES.

11. FORCE MAJEURE
Neither party shall be liable to the other for any failure to perform its obligations hereunder and shall have no liability whatsoever as a result of any cause beyond the reasonable control of such party, including without limitation any theft, riot, war, flood, fire, storm, natural disaster, work stoppage, national emergency, terrorism, delay or failure of any supplier or shipper, any product, labor or parts shortage or similar event.

12. SEVERABILITY
If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in force and full effect. Notwithstanding the provisions of the foregoing sentence, if such invalidity shall change the basic intent of the parties as set forth in this Agreement, the rights, duties, or obligations or either party hereunder shall be subject to good-faith renegotiations between the parties.

13. NON-WAIVER
The failure of either party to exercise any right provided in this Agreement shall not constitute a waiver of any right hereunder.

14. ASSIGNMENT
Neither party shall assign, sell, transfer, or in any way encumber its interest under this Agreement without first obtaining the written consent of the other party hereto.

15. NOTICES
All notices required hereunder shall be in writing and shall be delivered to the address indicated in the Agreement (or at such other address as shall be given pursuant to this provision by either of the parties to the other).

16. INDEPENDENT COMPANY
It is understood and agreed by and between the parties that PURVIS, in satisfying the conditions of this Agreement, is acting independently, and that Licensee assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by PURVIS pursuant to this Agreement shall be in the capacity of an independent company, and not
as an agent or employee of Licensee. PURVIS shall supervise the performance of its services
and shall be entitled to control the manner and means by which its services are to be performed,
subject to the terms of the Agreement.

17. COMPLIANCE WITH LAWS/LAWS GOVERNING
Each party shall comply with all applicable federal, state or local laws, regulations or ordinances
in effect on the date of this Agreement or thereafter adopted. The parties shall conduct all of their
activities associated with this Agreement consistent with these applicable regulations. This
Agreement shall be governed by and construed in accordance with the laws of the State of Rhode
Island.

18. CERTAIN LAWS
The PURVIS FSAS uses software and technology that may be subject to United States export
controls administered by the U.S. Department of Commerce, the United States Department of
Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control
regulations of Switzerland and the European Union. Licensee agrees to comply strictly with all
U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses
to export or re-export as may be required. Licensee acknowledges and agrees that the Software
shall not be used by, transferred or otherwise exported or re-exported to countries as to which the
United States, Switzerland and/or the European Union maintains an embargo (collectively,
"Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the
U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of
Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of
Embargoed Countries and Designated Nationals are subject to change without notice. By using
the Software, Licensee represents and warrants that Licensee is not located in, under the control
of, or a national or resident of an Embargoed Country or Designated National.

19. AGREEMENT
This Agreement sets forth the entire understanding between the parties as to the subject matter
herein, and supersedes all prior agreements, discussions and understandings, expressed or
implied, between the parties. This Agreement may not be altered except by a written agreement
signed by both parties.

20. COUNTERPARTS
This Agreement may be executed in counterparts, each of which will be deemed to be an original
and such counterparts together will constitute one and the same agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives on the day and year first above written.

PURVIS Systems Incorporated (Licenser)  Licensee

Authorized Signature  Authorized Signature

Michelle Craft, Contracts Manager  Print Name and Title
Print Name and Title  Print Name and Title
The Florence County Fire Chiefs Association has been involved with the 911 department in the selection of a fire alerting software. The two products considered were the Purvis system and the Motorola system. A vote was taken among the fire chiefs and four (4) selected Purvis, two (2) selected Motorola, four (4) had no opinion, and the remainder did not vote. The Purvis system is also lower in cost than Motorola so it was selected.

Dusty Owens
Director
Florence County Emergency Management
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

<table>
<thead>
<tr>
<th>Buying Agency:</th>
<th>Florence County Central Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>PURVIS Systems Incorporated</td>
</tr>
<tr>
<td>Prepared By:</td>
<td>Michelle Craft</td>
</tr>
<tr>
<td>Phone:</td>
<td>843-317-5660</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:MFulmore@fcemd.org">MFulmore@fcemd.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Catalog / Price Sheet Name:</td>
<td>PURVIS Systems Incorporated, Fire Station Alerting System (FSAS)</td>
</tr>
<tr>
<td>General Description of Product/ Product Code</td>
<td>Fire Station Alerting System Components</td>
</tr>
</tbody>
</table>

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Base System - Central Server</td>
<td>$5,795.75</td>
<td>$5,795.75</td>
</tr>
<tr>
<td>1</td>
<td>Base System - Central Server Software License</td>
<td>$9,700.00</td>
<td>$9,700.00</td>
</tr>
<tr>
<td>1</td>
<td>Published Option - Dispatch Management (DM) Console</td>
<td>$1,673.25</td>
<td>$1,673.25</td>
</tr>
<tr>
<td>3</td>
<td>Published Option - Radio Interface Unit (RIU) Six (6) Audio Channel - 3U</td>
<td>$6,062.50</td>
<td>$18,187.50</td>
</tr>
<tr>
<td>1</td>
<td>Published Option - Radio Interface Unit (RIU) Two (2) Audio Channel - 1U</td>
<td>$3,749.05</td>
<td>$3,749.05</td>
</tr>
<tr>
<td>19</td>
<td>Published Option - RIU to Motorola Radio Cable - 1 Ch</td>
<td>$198.85</td>
<td>$3,778.15</td>
</tr>
<tr>
<td>1</td>
<td>Published Option - Central Server Database Software License</td>
<td>$7,308.95</td>
<td>$7,308.95</td>
</tr>
<tr>
<td>1</td>
<td>Published Option - DM Console Seat License</td>
<td>$1,455.00</td>
<td>$1,455.00</td>
</tr>
<tr>
<td>1</td>
<td>Published Option - PURVIS FSAS API License</td>
<td>$4,850.00</td>
<td>$4,850.00</td>
</tr>
<tr>
<td>1</td>
<td>Published Option - Text-to-Speech (TTS) Voice Module Software License</td>
<td>$1,367.70</td>
<td>$1,367.70</td>
</tr>
</tbody>
</table>

Total From Other Sheets, If Any: $57,865.35

Subtotal A: $57,865.35

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total From Other Sheets, If Any: 0

Subtotal B: 0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options. For this transaction the percentage is: 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FSAS Implementation Services for Published Option Equipment at Florence County Central Communications (Ref PC2018-68r3)</td>
<td>$109,483.90</td>
</tr>
<tr>
<td>Freight/Shipping &amp; Handling</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

Subtotal C: $109,833.90

Delivery Date: 180 days ARO

D. Total Purchase Price (A+B+C): $167,699.25
AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Public Works

ISSUE UNDER CONSIDERATION: Request for Council To Award Bid No. 37-17/18
For 6” MBC Stone For District 2 (Phase IV) To Kirven Construction, Inc. Of Darlington, SC In The Amount Of $529,674.08 To Be Funded From The Capital Project Sales Tax II Funds. (3 Compliant Bids Received).

POINTS TO CONSIDER:
1) The Bid was advertised by SCBO on Thursday, June 7, 2018. The bid opening was held on Tuesday, June 26, 2018. Three (3) bids were received; three (3) 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, the Public Works Director recommends awarding to the low bidder.

FUNDING FACTORS:
$529,674.08 = 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. 37-17/18 (Recommended).
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.
<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Bid Bond (Y/N)</th>
<th>Primary Bid**</th>
<th>Maximum Local 5% Deduction*</th>
<th>Primary Bid w/Local Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirven Construction - Darlington, SC</td>
<td>Yes</td>
<td>$529,674.08</td>
<td>N/A</td>
<td>$529,674.08</td>
</tr>
<tr>
<td>Green Dream - Alexandria, SC</td>
<td>Yes</td>
<td>$534,146.00</td>
<td>N/A</td>
<td>$534,146.00</td>
</tr>
<tr>
<td>D &amp; L Sitework, Inc. - Conway, SC</td>
<td>Yes</td>
<td>$683,210.00</td>
<td>N/A</td>
<td>$683,210.00</td>
</tr>
</tbody>
</table>

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax
Memorandum – June 26, 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 IV) Roads
    Bid # 37-17/18

Bids were received June 26, 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>Tons</th>
<th>Amount</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beckwood Road</td>
<td>735</td>
<td>$15,670.20</td>
<td>332-441-436-200-9702-5496</td>
</tr>
<tr>
<td>Bennie Landing Road</td>
<td>1,460</td>
<td>$31,127.20</td>
<td>332-441-436-200-9702-5497</td>
</tr>
<tr>
<td>Crab Apple Lane</td>
<td>864</td>
<td>$18,420.48</td>
<td>332-441-436-200-9702-5504</td>
</tr>
<tr>
<td>Crouch Road</td>
<td>406</td>
<td>$8,655.92</td>
<td>332-441-436-200-9702-5505</td>
</tr>
<tr>
<td>D.T. Lane</td>
<td>893</td>
<td>$19,038.76</td>
<td>332-441-436-200-9702-5507</td>
</tr>
<tr>
<td>Hoyt Road</td>
<td>3,262</td>
<td>$69,545.84</td>
<td>332-441-436-200-9702-5519</td>
</tr>
<tr>
<td>Jasmine Street</td>
<td>588</td>
<td>$12,536.16</td>
<td>332-441-436-200-9702-5521</td>
</tr>
<tr>
<td>Old Landing Road</td>
<td>1,515</td>
<td>$32,299.80</td>
<td>332-441-436-200-9702-5538</td>
</tr>
<tr>
<td>Rushtown Road</td>
<td>2,820</td>
<td>$60,122.40</td>
<td>332-441-436-200-9702-5531</td>
</tr>
<tr>
<td>Shine Road</td>
<td>2,940</td>
<td>$62,680.80</td>
<td>332-441-436-200-9702-5532</td>
</tr>
<tr>
<td>Traco Circle</td>
<td>2,177</td>
<td>$46,413.64</td>
<td>332-441-436-200-9702-5534</td>
</tr>
<tr>
<td>Tree Haven Road</td>
<td>1,248</td>
<td>$26,607.36</td>
<td>332-441-436-200-9702-5535</td>
</tr>
<tr>
<td>W. Turner Road</td>
<td>2,399</td>
<td>$51,146.68</td>
<td>332-441-436-200-9702-5536</td>
</tr>
<tr>
<td>Wingo Road</td>
<td>3,537</td>
<td>$75,408.84</td>
<td>332-441-436-200-9702-5538</td>
</tr>
</tbody>
</table>

Bid Quantity 24,844 tons $529,674.08

I recommend for Council to Award Bid No. 37-17/18, 6” MBC Stone for District 2, in the amount of $529,674.08 to Kirven Construction, Inc. from Capital Project Sales Tax II Funds.
MEMORANDUM

TO: K. G. Rusty Smith, Jr., Florence County Administrator
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: June 27, 2018
RE: Letter of Recommendation Bid #37-17/18

It is my recommendation to award Bid #37-17-18 to Kirven Construction, Inc. in the amount of $529,674.08.

ACGJR/ig
AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Public Works Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 38-17/18, Resurfacing For Various Dist. 6 Roads In The Amount Of $348,934.70 To C. R. Jackson Of Florence, SC From The Capital Project Sales Tax II Funds. (2 Compliant Bids Received).

POINTS TO CONSIDER:
1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Thursday, June 7, 2018. The bid opening was held on Tuesday, June 26, 2018.
2) Two (2) bids were received; Two (2) bids were compliant. C. R. Jackson of Florence, SC was the lowest responsible, responsive bidder.
3) Todd Warren, CPST II Program Manager of Davis & Floyd recommends awarding the low bidder.
4) Carlie Gregg, the Public Works Director, recommends awarding to the low bidder.

FUNDING FACTORS:
$348,934.70 = Funded from CPST II-District 6 under line item 332-441-436-600-9703.

OPTIONS:
1) Award Bid No. 38-17/18 (Recommended).
2) Decline Award.

ATTACHMENTS:
1) Bid Tabulation Sheet.
Florence County, SC  
Project: CPST II Resurfacing  
Project Package 1: District 6

<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Bid Bond (Y/N)</th>
<th>Primary Bid**</th>
<th>Maximum Local 5% Deduction*</th>
<th>Primary Bid w/Local Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR Jackson/Florence, SC</td>
<td>Y</td>
<td>$348,934.70</td>
<td>NA</td>
<td>$348,934.70</td>
</tr>
<tr>
<td>Palmetto Corp/Conway, SC</td>
<td>Y</td>
<td>$446,842.35</td>
<td>NA</td>
<td>$446,842.35</td>
</tr>
</tbody>
</table>

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax
Memorandum – June 26, 2018

To: Rusty Smith
   Florence County Administrator

From: Todd Warren
   CPST II Program Administrator

Re: Recommendation for Award of Resurfacing for District 6 Roads
   Bid # 38-17/18

Bids were received June 26, 2018 for resurfacing the following roads in District 6 as part of the CPST II Program.

<table>
<thead>
<tr>
<th>Road</th>
<th>Amount</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ben Hogan Circle</td>
<td>$81,819.40</td>
<td>332-441-436-600-9703-5572</td>
</tr>
<tr>
<td>Freemont Street</td>
<td>$46,822.17</td>
<td>332-441-436-600-9703-5578</td>
</tr>
<tr>
<td>E. Handy Lane</td>
<td>$53,960.04</td>
<td>332-441-436-600-9703-5579</td>
</tr>
<tr>
<td>Middlecoff Lane</td>
<td>$59,411.38</td>
<td>332-441-436-600-9703-5582</td>
</tr>
<tr>
<td>Moore Road</td>
<td>$106,921.71</td>
<td>332-441-436-600-9703-5585</td>
</tr>
</tbody>
</table>

**Total** $348,934.70

I have reviewed the bids and recommend for Council to Award Bid No. 38-17/18, Resurfacing in District 6, in the amount of $348,934.70 to C.R. Jackson from Capital Project Sales Tax II Funds.
MEMORANDUM

TO: K. G. Rusty Smith Jr., Florence County Administrator
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: June 27, 2018
RE: Letter of Recommendation Bid #38-17/18

It is my recommendation to award Bid #38-17/18 to C. R. Jackson, Inc. in the amount of $348,934.70

ACG,JR/ig
FLORENCE COUNTY COUNCIL MEETING
July 19, 2018

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Florence County Sheriff’s Office

ISSUE UNDER CONSIDERATION:

Declaration of one (1) Glock Model 21 handgun as surplus property for the purpose of awarding it to an employee who has retired.

POINTS TO CONSIDER:

1. The Florence County Sheriff’s Office is recommending that (1) Glock Model 21, serial number PAU202, be declared surplus.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.

FUNDING FACTORS:

1. $0=Costs of disposal

OPTIONS:

1. (Recommended) Declare one (1) Glock Model 21 handgun as surplus property and award it accordingly.
2. Provide alternative instructions.
AGENDA ITEM: Reports to Council  
RFP Award  

DEPARTMENT: Finance Department-Facilities  
Procurement Department  

ISSUE UNDER CONSIDERATION: Request for Council to Award RFP No. 36-17/18, Elevator Upgrade At The Planning Building To Carolina Elevator Service Of Columbia, SC In The Amount Not To Exceed $117,863.31 Including A 12 Month Warranty On All Materials, Labor, Shipping, Permit Fees and All Required Inspections With The Option to Acquire A Maintenance Agreement For An Additional Four (4) Years At A Cost Of $2,700.00 Per Year To Be Funded From The Capital Project Fund.  

POINTS TO CONSIDER:  
1) RFP No. 36-17/18 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on May 30, 2018. A Pre-Proposal Meeting was held on-site on June 6, 2018. Four (4) proposals were received on June 19, 2018.  
2) A selection committee evaluated the proposals and Carolina Elevator Service of Columbia, SC was selected as the highest ranking responding firm.  
3) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.  

FUNDING FACTORS:  
Funding will be from account no. 320-411-419-000-8601.  

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

ATTACHMENTS:  
Final Ranking Sheet.
Florence County, SC  
Request for Proposal No. 36-17/18  
Elevator Upgrade at the Planning Building

**Evaluation Rankings**

<table>
<thead>
<tr>
<th>Points</th>
<th>Company</th>
<th>Ranking</th>
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</thead>
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<tr>
<td>90.6</td>
<td>Carolina Elevator of Columbia, SC</td>
<td>1</td>
</tr>
<tr>
<td>89.0</td>
<td>Southern Elevator of W. Columbia, SC</td>
<td>2</td>
</tr>
<tr>
<td>83.0</td>
<td>Charter Elevator of Murrells Inlet, SC</td>
<td>3</td>
</tr>
<tr>
<td>54.3</td>
<td>Otis Elevator of Florence, SC</td>
<td>4</td>
</tr>
</tbody>
</table>
AGENDA ITEM: Reports to Council
Contract Approval

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:
Authorize Davis and Floyd, Inc. From The Engineering On-Call List To Provide Construction Engineering And Inspection Services (CEI) For Resurfacing Projects In District 6 In The Amount Of $25,000 To Be Funded From Capital Project Sales Tax II Funds.

POINTS TO CONSIDER:
1) Bid # 38-17/18 for the resurfacing of five roads in District 6 is being awarded on today’s agenda. The five projects have an approximate construction value of $348,934.70. CEI services are needed to ensure compliance with County and State standards.
2) Davis and Floyd, Inc. has submitted a proposal for $25,000 to provide the required CEI services for the projects.
3) Council is asked to authorize the hiring of Davis and Floyd, Inc. from the County’s on-call engineering list to provide the required services for these projects.
4) Funding for the project was approved in the Capital Project Sales Tax II.

FUNDING FACTORS:
$25,000 = CEI Services associated with the paving of five road projects in District 6 as funded by Capital Project Sales Tax II.

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

ATTACHMENTS:
July 5, 2018

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

Re: Contract Modification Proposal - Construction Engineering and Inspection services for CPST II Resurfacing Project Package 1 District 6

Dear Mr. Smith:

Davis & Floyd, Inc. (D&F) is pleased to present a proposal for construction engineering and inspection services for the CPST II Resurfacing Project Package 1 District 6. Upon acceptance, this letter will serve as a contract modification to the previous master services agreement dated September 18, 2014. The scope for the proposed services is identified as follows:

**Project Management**

D&F shall provide a Resident Construction Manager over this project. This person will be responsible for the day-to-day operation and administration of the project. The Resident Construction Manager will work directly with the County to provide supervision on the project and make final decisions when necessary. The Resident Construction Manager will be responsible for ensuring an appropriate level of inspection for all aspects of the project and serve as the County’s project representative for all construction related coordination and communication with the Contractor and with representatives from the SCDOT.

**Asphalt Roadway Inspection**

The Construction Contract Documents require the Contractor to perform Quality Control (QC) testing of all Hot Mix Asphalt activities. D&F shall assume the responsibilities of Quality Acceptance (QA) testing for these activities. All other Quality Control testing is the responsibility of the County, and D&F proposes to perform these services on behalf of the County. D&F and our team shall provide a sufficient number of inspectors to perform the majority of the on-site inspection and testing duties in accordance with the SCDOT Construction Manual and Project Contract to include acceptance testing. These positions will be SCDOT certified or possess the ability to become certified through the SCDOT certification program. Sufficient testing to verify close conformance to the plans and specifications will be provided by the D&F team.

It is proposed that compensation for the scope described above will be paid to Davis & Floyd, Inc. on a cost plus basis with a not to exceed fee of $25,000. The billing rates and expenses
will follow the attached standard personnel rate schedule, and the fee will not be exceeded
without prior approval from Florence County. Should you find the above scope and fee
acceptable, you may execute an agreement and authorize us to proceed by signing and
returning a copy of this letter. We appreciate an opportunity to offer our services and look
forward to hearing from you. Please feel free to call should you have any questions. Due to
work load considerations, D&F may use sub-consultants to fulfill job requirements.

Assumptions:
Inspection staff will be present during paving operations at a minimum which is estimated at 20 days.

Very truly yours,

DAVIS & FLOYD

J. Mike Simpson Jr., PE
Associate, Construction Engineering Inspection

D. Brice Urquhart, PE
Vice President

AGREEMENT

Date: ______________________________________

By: ______________________________________
    K.G. Rusty Smith, Jr.
    County Administrator

Date: ______________________________________

By: ______________________________________
    Witness
Memorandum – July 6, 2018

To:       Rusty Smith
           Florence County Administrator

From:    Todd Warren
           CPST II Program Administrator

Re:      Recommendation for CEI Services for Resurfacing Contract in District 6

The resurfacing contract for Districts 6 was advertised for bids June 8, 2018 with a bid opening June 26, 2018. The Resurfacing contract is currently on council agenda for approval with a total contract value of $348,934.70.

Under the Program Management Services contract the Davis & Floyd team field reviewed the roads, determined the estimated quantities, developed specifications and bid documents, assisted with advertisement, reviewed bids received, and made recommendation for award.

Attached is a Contract Modification Proposal from the Davis & Floyd team to provide the necessary CEI Services. The proposal is based on an “as needed” hourly rate not to exceed $25,000. This equates to approximately 7 percent of the construction costs which is based on the current production rates per day from the local contractors and the fact that the District 6 projects are farther apart than other districts. I recommend the Contract Modification Proposal be accepted and funds be allocated from the CPST II Program.

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<tr>
<td>Ben Hogan Circle</td>
<td>$ 5,000.00</td>
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<tr>
<td>Freemont Street</td>
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<td>E. Handy Lane</td>
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<td>Middlecoff Lane</td>
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<td>Moore Road</td>
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<td>Total</td>
<td>$25,000.00</td>
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MEMORANDUM

TO: K. G. Rusty Smith, Jr., Florence County Administrator
FROM: Arthur C. Gregg, Jr., Public Works Director
DATE: July 12, 2018
RE: Letter of Recommendation for CEI Services for Resurfacing Contract in District #6

It is my recommendation to award CEI Services to Davis and Floyd in the amount of $25,000.00.

Ben Hogan Circle $ 5,000.00 332-441-436-600-9703-5572
Freemont Street $ 5,000.00 332-441-436-600-9703-5578
E. Handy Lane $ 5,000.00 332-441-436-600-9703-5579
Middleoff Lane $ 5,000.00 332-441-436-600-9703-5582
Moore Road $ 5,000.00 332-441-436-600-9703-5585

Total $25,000.00

ACGJR/ig
AGENDA ITEM: Report to Council

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:
Authorize The Use of Up To $25,000 Of The Fund Balance In The Local Accommodations Tax Fund To Fund One Half Of The Events Right Fee For A Potential Music Festival To Be Held At The Darlington Raceway, Contingent Upon A Similar Commitment From The City Of Florence.

POINTS TO CONSIDER:
1. The Florence CVB has been working with the Darlington Raceway to develop a proposal to host a music festival at the raceway in May 2019.
2. Expected attendance at the festival is 125,000 and many of the attendees would stay in hotels in Florence County. The estimated local economic impact for this event will approach $12,500,000.
3. The events right fee, which is typically paid by the CVB, is $50,000 and needs to be submitted with the proposal. The CVB currently does not have this amount available in its budget.
4. The City of Florence is considering contributing up to $25,000 as well.

FUNDING FACTORS:
Funds are available in the fund balance of the Local Accommodations Tax Fund

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

ATTACHMENT:
1. Copy of email from Holly Beaumier, Executive Director, Florence Convention and Visitors Bureau
2. Economic impact calculation
Kevin Yokim

From: Kevin Yokim
Sent: Monday, July 16, 2018 8:55 AM
To: 'Holly Beaumier'
Subject: RE: possibility of landing huge event

From: Holly Beaumier <holly.beaumier@visitflo.com>
Sent: Friday, July 13, 2018 8:18 PM
To: Kevin Yokim <KYokim@florenceco.org>; ‘Thomas Chandler’ <tchandler@cityofflorence.com>
Cc: KG R Smith <kgrsmith@florenceco.org>; 'Drew Griffin' <dgriffin@cityofflorence.com>
Subject: RE: possibility of landing huge event

I have new numbers for the Carolina Rebellion – in comparing it to a similar event by the same promoter in Ohio, we believe the numbers are closer to 125,000 over a three-day period. I’m not sure where the 800,000 number came from.

Total economic impact is closer to $10-11 million. I’ve attached the calculation sheet.

Holly Beaumier
Executive Director, Florence Convention and Visitors Bureau
843-664-0330, 843-687-3345 cell
3290 W. Radio Dr., Florence, SC 29501
www.visitflo.com

From: Holly Beaumier <holly.beaumier@visitflo.com>
Sent: Thursday, July 12, 2018 12:28 PM
To: Kevin Yokim <KYokim@florenceco.org>; ‘Thomas Chandler’ <tchandler@cityofflorence.com>
Subject: possibility of landing huge event

We have been working with Darlington Raceway in sending a proposal to host Carolina Rebellion Music Festival at their venue. The event rights fee (typically paid by the CVB) is $50,000. Attendee numbers are estimated at 800,000 over three days, May 3-5, 2019. The event has been held at the Charlotte Motor Speedway for the past several years, and they are considering moving to Darlington or Winston-Salem.

I am in the process of confirming the attendee numbers, but I feel certain that it would fill our hotels for the weekend. I’ve run an economic impact calculation sheet (attached). Only counting the attendees staying in our hotels, the economic impact would be approximately $2.6 million. Supposing all attendees dine and fuel up in Florence, we’re looking at approximately $68 million.

This event, if secured, would equal the prior May race in economic impact. Is there $50,000 in Hospitality or another fund that would be available this fiscal year? I would like to confirm this commitment before sending in the proposal.

Links:
Danny Wimmer Festivals
Carolina Rebellion
History of Carolina Rebellion Rock Festival

Holly Beaumier
Executive Director, Florence Convention and Visitors Bureau
843-664-0330, 843-687-3345 cell
3290 W. Radio Dr., Florence, SC 29501
www.visitflo.com
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Total number of out-of-town attendees staying in hotels</td>
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<tr>
<td>Estimated number of people per room</td>
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<td>Number of nights</td>
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<tr>
<td>Average Room Rate - if not known, use $72 for midscale hotels and $110 for upscale</td>
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<td>Souvenirs and incidentals ($15 per person per day)</td>
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<tr>
<td>DIRECT EXPENDITURES RELATED TO TOURISM</td>
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<tr>
<td>Description</td>
<td>Value</td>
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<tr>
<td>-----------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Total number of out-of-town attendees NOT staying in hotels</td>
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<td>Estimated number of people per room</td>
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<tr>
<td>Average Room Rate - if not known, use $72 for midscale hotels and $110 for upperscale</td>
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<tr>
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<td>Hotel room revenue</td>
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<td>Total economic impact from hotel stays</td>
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FLORENCE COUNTY COUNCIL MEETING
July 19, 2018

AGENDA ITEM: Other Business
Infrastructure Project
Council Districts 1 and 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Expenditure Of Up To $14,000 From Council Districts 1 And 5 Infrastructure Funding Allocations ($7,000 From Each District) To Assist The South Lynches Fire Department With The Outfitting Of A Brush Truck.

FUNDING SOURCE:

<table>
<thead>
<tr>
<th>XXX Infrastructure</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ Road System Maintenance</td>
<td></td>
</tr>
<tr>
<td>_____ Utility</td>
<td></td>
</tr>
</tbody>
</table>

SIGNED:

________________________________________
Jason M. Springs                                      Kent C. Caudle
District 1                                             District 5

ATTACHMENTS:
Request from South Lynches Fire Department Chief Robbie Steele.

________________________________________________________________________

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
June 29, 2018

Honorable Jason Springs
Florence County Councilman
709 Lancelot Way
Lake City, SC 29560

Dear Councilman Springs:

South Lynches Fire Department recently received a donation of a 2011 Ford F-250 four wheel drive truck that we plan to use as a brush truck to respond to the brush and wildland/urban interface fires in our district. The other two brush trucks that we operate have been very useful and mobile in attacking these types of fires. We would like to request your assistance for an amount up to $14,000.00 to equip this truck with the necessary emergency lights, striping, radios, water tank, pump, and hoses to place into service to run out of our fire station in Scranton, to help cover the Scranton, Coward, and New Hope areas. Thanks in advance for all of your assistance in this matter.

Sincerely,

Robbie Steele, Fire Chief
South Lynches Fire Department
AGENDA ITEM: Other Business
Infrastructure Project
Council Districts 1, 3, & 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Expenditure In An Amount Up To $15,000.00 From Council Districts 1, 3, And 7
Infrastructure Funding Allocations ($5,000 From Each District) To Assist The Boys & Girls
Club With The Purchase And Installation Of Security Cameras In The Florence And Lake City
Clubs And A PA System At The Lake City Club.

FUNDING SOURCE:

XXX Infrastructure
____ Road System Maintenance
____ Utility

SIGNED:
Requested by Councilman Jason M. Springs, District 1

Requested by Councilmember Alphonso Bradley, District 3

Requested by Councilman Waymon Mumford, District 7

ATTACHMENTS:
Request from Boys & Girls Club

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
and remained throughout the meeting.

Connie Y. Haselden, Clerk to Council
Dear Councilman Bradley and Council members,

As friends of the Boys & Girls Club, you deserve our thanks for your support over the years. With your help, more than 2,500 Florence County children came through our doors in 2017! More amazing is that over the last year the number of children’s lives we touched on a daily basis in Florence County has almost doubled from 575 to 1075 a day.

Providing children the tools to achieve academic success, develop good character, and pursue a healthy lifestyle is at our core. Growing the number of youth we serve is a priority. But the safety of children is priority #1 for us.

After completing a safety review of our clubs, we have two items high on our list to get accomplished. Security cameras in our Florence Club and security cameras and a PA system at our Lake City Club. Placement of security cameras outside our exit/entrance doors, in blind hallways, and in unstaffed corners of our Clubs, with centrally located monitoring, will help members feel - and BE - safer in our buildings, and better able to fully participate in programs without fear of bullying or worse. Parents will be more at ease in leaving children in our care. Nothing takes the place of staff vigilance in protecting the safety of our children. But a new camera system would greatly improve our ability to monitor who is coming and going from our clubs, and provide "eyes on" coverage of our blind spots.

The addition of a PA speaker system at our Lake City Club will greatly improve our communication needs between different parts of the facility.

To add these safety features to our two non-school based clubs in Florence County, we respectfully request $15,000 from Florence County Council. This investment in the safety of children will include the addition of six cameras for the Florence Club and seven for our Lake City site, the necessary monitoring hardware & software, along with a PA system throughout the Lake City Club.

We're sure you would agree that safety is both critical and emerging as a community need. In light of recent school shootings and other episodes of violence, we are trying to be proactive and spot potential problems both
outside and inside our buildings before they occur. All Clubs run anti-bullying programs on a regular basis, and we FEEL like we have a safe environment. But a monitored security system will help us keep kids safe, even in corners with no staff supervision. Please help us achieve the highest level of safety possible to protect the youth of our communities.

Thank you for your support.

Sincerely

Neal L. Zimmerman, Jr.
Executive Director
Club sites
Florence, Lake City, Pamplico, Timmonsville

Who We Serve in Florence County
- Over 2,500 six to eighteen olds served annually, 30% of who are teens.
- Over 1,075 learn, play, and grow in our Clubs daily during the school year. Over 800 youth from Florence County spend their summers at a Boys & Girls Club.
- Every zip code and school district in Florence County is represented in our membership.
- 93% of members belong to no other youth service organization.
- 77% of households make less than $20,000 annually: 86% earn less than $24,000.

Impact
- 57% of alumni state their club experience saved their life.
- 94% of our members report staff have high expectations for them / in turn they strive to meet them.

School examples:
- 89% of members say school work is meaningful and important (65% is national average).
- 99% maintain passing grades.
- Members miss 30% fewer days of school than the general population.
- 91% of members expect to go to college (71% is national average).
- 87% of our 5th–12th graders are on track to graduate on time. (78% is national average).

Healthy practices. Our members abstain from:
- Cigarettes 94% - national average 82%
- Alcohol 90% - national average 66%
- Marijuana 90% - national average 77%

Good Character
- 64% of members volunteer in their community.
- 99% state they are learning the leadership skills necessary to be successful as adults.
- 93% of parents and 82% of members' teachers report that kids are more helpful toward others since joining the club.

Economics
- 93% of parents report club hours and services allow someone in the family to maintain a job.
- 2 out of 3 club alumni are professionals, managers, skilled workers, proprietors, or sales people, and contribute to the economic health of their community.
AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approval of the expenditure of up to $3,680.00 from Council District #9 Funding allocations to pay for two concrete flumes with rip rap pads for the new part of road in Hampton Point Subdivision.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

- Infrastructure
- Road System Maintenance
- Utility

SIGNED:
Requested by Councilmember: Williard Dorriety

Date: __________________________

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council
AGENDA ITEM:       Other Business
                   Infrastructure Project
                   Council District 4

DEPARTMENT:       COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve The Expenditure In An Amount Up To $1,250.00 From Council District 4
Infrastructure Funding Allocation To Assist With The Purchase Of Concessions Equipment (Hot
Dog Steamer, Microwave, Popcorn Machine And 5-Foot Cooler) For The Old Timmonsville
Baseball Field Concession Stand To Replace Equipment That Was Stolen.

FUNDING SOURCE:

XXX Infrastructure
  ____ Road System Maintenance
  ____ Utility

SIGNED:     ______________________________________________________________________
Requested by Councilmember: Mitchell Kirby

ATTACHMENTS:
None

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

Connie Y. Haselden, Clerk to Council
AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to $3,300.00 from Council District #2 Funding allocations to pay for 4 loads of MBC Stone for New Landing Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

[ ] Infrastructure
[ ] Road System Maintenance
[ ] Utility

SIGNED: ________________________________________________
Requested by Councilmember: Roger Poston

Date: ____________________________

[Signature]
Arthur C. Gregg, Jr.

Date 7-12-18

ATTACHMENTS:

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

______________________________
Connie Y. Haselden, Clerk to Council