

Jason M. Springs  
District 1

Roger M. Poston  
District 2

Alphonso Bradley  
District 3

Mitchell Kirby  
District 4

Kent C. Caudle  
District 5

H. Steven DeBerry, IV  
District 6

Waymon Mumford  
District 7

James T. Schofield  
District 8

Willard Dorriety, Jr.  
District 9

AGENDA  
FLORENCE COUNTY COUNCIL  
REGULAR MEETING  
COUNTY COMPLEX  
180 N. IRBY STREET  
COUNCIL CHAMBERS, ROOM 803  
FLORENCE, SOUTH CAROLINA  
THURSDAY, JANUARY 21, 2016  
9:00 A. M.

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

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

III.   PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:  
  **JAMES T. SCHOFIELD, VICE CHAIRMAN**

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

V.     ELECTION OF OFFICERS FOR 2016:  
  **COUNTY ATTORNEY D. MALLOY McEACHIN, JR., PRESIDING**

Chairman  
Vice Chairman  
Secretary-Chaplain

**VI. MINUTES:**

**MINUTES OF THE DECEMBER 10, 2015 REGULAR MEETING** [1]

Council Is Requested To Approve The Minutes Of The December 10, 2015 Regular Meeting Of County Council.

**VII. PUBLIC HEARINGS:** [19]

**A. ORDINANCE NO. 23-2015/16**

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The “County”) And Carbon Conversions, Inc. (The “Company”); And Other Matters Relating Thereto.

**B. ORDINANCE NO. 24-2015/16 (*Public Hearing Deferred*)**

An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The “County”) And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.

*At The Request Of The Attorney For Project Mirror, Public Hearing For Ordinance No. 24-2015/16 Will Be Deferred.*

**VIII. APPEARANCES:**

**A. USCHI JEFFCOAT, EXECUTIVE DIRECTOR – FLORENCE REGIONAL ARTS ALLIANCE** [20]

Uschi Jeffcoat Requests To Appear Before Council To Speak On Behalf Of The Florence Regional Arts Alliance, Expressing Gratitude For Continued County Support And The Growth Of The County’s Arts.

**B. KEVIN ELLIOTT, PRESIDENT – MIRACLE LEAGUE OF FLORENCE COUNTY** [22]

Mr. Elliott Requests To Appear Before Council To Request Financial Support And A Location For The Building Of A Rubberized-Surface Baseball Field and Adjoining Accessible Rubberized-Surface Playground.

**IX. COMMITTEE REPORTS:**

(Items assigned to the Committees in italics. Revisions by Committee Chair requested.)

Administration & Finance

(Chairman Poston, Councilmen Mumford, Schofield and Dorriety)

*November 2013*

*Capital Project Sales Tax*

Public Services & County Planning

(Councilman Dorriety/Chair, Councilmen Bradley and Caudle)

*June 2008*

*Museum*

*November 21, 2013*

*Landings*

Justice & Public Safety

(Councilman Mumford/Chair, Councilmen Springs and DeBerry)

*Litter*

Education, Recreation, Health & Welfare

(Councilman Caudle/Chair, Councilmen Springs and DeBerry)

*July 17, 2014*

*Miracle League of Florence County*

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Bradley/Chair, Councilmen Kirby and Springs)

*January 17, 2013*

*City-County Conference Committee*

**X. RESOLUTIONS/PROCLAMATIONS:**

**RESOLUTION OF APPRECIATION AND RECOGNITION**

**[24]**

A Resolution Of Appreciation And Recognition For Riley Propps For His Years Of Outstanding Service To The Citizens Of Florence County.

**XI. ORDINANCES IN POSITION:**

**A. THIRD READING**

**1. ORDINANCE NO. 16-2015/16 [26]**

An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto Street, Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approximately 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); And Other Matters Related Thereto. *(Planning Commission approved 6 – 1)(Council District 4)*

**2. ORDINANCE NO. 17-2015/16 [34]**

An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis Street, Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approximately One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); And Other Matters Related Thereto. *(Planning Commission approved 7 – 0)(Council District 1)*

**3. ORDINANCE NO. 18-2015/16 [43]**

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

**4. ORDINANCE NO. 19-2015/16 [55]**

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/OR Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

5. **ORDINANCE NO. 20-2015/16** [58]  
An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, 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.

**B. SECOND READING**

1. **ORDINANCE NO. 38-2014/15** (*Deferral*) [86]  
An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, Jefferies Creek, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of RU-1, Rural Community District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.
2. **ORDINANCE NO. 21-2015/16** [89]  
An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 and 086; Consisting Of Approximately 3.40 Acres From Single Family Residential District (R-3) To General Commercial District (B-3); And Other Matters Related Thereto.  
(*Planning Commission approved 6 – 0*)(*Council District 5*)
3. **ORDINANCE NO. 22-2015/16** [96]  
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.  
(*Planning Commission approved 6 – 0*)

4. **ORDINANCE NO. 23-2015/16** *(Public Hearing)* [103]

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The “County”) And Carbon Conversions, Inc. (The “Company”); And Other Matters Relating Thereto.

5. **ORDINANCE NO. 24-2015/16** *(Company Requests Deferral)* [142]

An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The “County”) And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.

**C. INTRODUCTION**

There Were No Ordinances Presented For Introduction At The Time Of Publication Of The Agenda.

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

**CITY-COUNTY MEMORIAL STADIUM COMMISSION** [144]

Approve The Re-Appointment Of Mack Dixon To Serve On The City-County Memorial Stadium Commission With Appropriate Expiration Term.

**XIII. REPORTS TO COUNCIL:**

**A. ADMINISTRATION**

1. **MONTHLY FINANCIAL REPORTS** [147]

Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through November 30, 2015 As An Item For The Record.

2. **SCOPE EXTENSION – JOHN PAUL JONES ROAD REALIGNMENT** [164]  
Approve A Scope Extension For Florence County Forward Component Project #6 Alligator Road Widening – Project No. 004321, John Paul Jones Road Realignment As Presented By SCDOT.

3. **VETERANS AFFAIRS BUILDING – EXECUTE EASEMENT** [171]  
Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Install Underground Electrical Lines And A Transformer At The New Veterans Affairs Building On National Cemetery Road.

**B. ADMINISTRATION/FINANCE**

1. **MIT-RCF, LLC ASSIGNMENT OF PILOT AGREEMENT TO CARBON CONVERSIONS, INC.** [175]  
Approve Assignment Of The Fee In Lieu Of Tax Agreement Between Florence County And MIT-RCF, LLC To Carbon Conversions, Inc.

2. **MIT-RCF, LLC ASSIGNMENT OF LEASE AGREEMENT TO CARBON CONVERSIONS, INC.** [202]  
Approve The Assignment Of The Lease Agreement Between Florence County And MIT-RCF, LLC To Carbon Conversions, Inc.

**C. CLERK OF COURT**

- PROMOTIONAL PAY INCREASE FOR DEPUTY CLERK OF COURT II** [229]  
Authorize A Promotional Pay Increase For A Deputy Clerk Of Court II (Slot #005) In The Clerk Of Court’s Department To Be Funded From FY16 Budgeted Funds. (*Request Is Budget Neutral*)

**D. EMERGENCY MEDICAL SERVICES (EMS)/PROCUREMENT** [231]

- AWARD BID NO. 20-15/16**  
Award Bid No. 20-15/16 For The Construction Of A New EMS Station On Sumter Street For The EMS Department In The Amount Of \$680,000.00 (Primary Bid Amount Of \$667,500 Plus Alternate 1 For \$12,400) To ACE Construction Of Florence, SC To Be Funded From Capital Project Sales Tax II Funds And FY16 Emergency Medical Services Budgeted Funds. (*4 Compliant Bids Received*)

**E. FINANCE**

**ACCEPTANCE OF FISCAL YEAR ENDED JUNE 30, 2015 AUDIT** [235]  
Accept The Audit For Fiscal Year Ended June 30, 2015 As Presented.

**F. GRANTS**

**ACCEPTANCE OF RURAL DEVELOPMENT ACT FUNDING** [236]  
Authorize Acceptance Of Rural Development Act (RDA) Funding In The Amount Of \$220,000 From Pee Dee Electric Cooperative For Future Qualifying Infrastructure Improvements.

**G. PROCUREMENT**

1. **CAPITAL PROJECT SALES II ROAD PROJECTS CHANGE ORDER** [239]  
Approve A Change Order To Palmetto Corp. Of Conway For An Additional 5,000 Tons Of Crushed Asphalt For Capital Project Sales Tax II Road Projects In The Amount Of \$169,300.

2. **DEMOLITION – NEW JUDICIAL CENTER SITE** [241]  
Approve A Change Order To An Existing Contract With BE&K Building Group, LLC In The Amount Of \$182,250 For The Demolition Of The Existing Structures On Irby Street And Coit Street For The Construction Of The New Judicial Center.

3. **REVIEW PANEL APPOINTMENT** [242]  
Appoint A Member Of Council To Serve On The Review Panel For RFQ No. 27-15/16 Engineering Services – Parking Lot Enhancement Study.

**H. PUBLIC WORKS/PROCUREMENT**

1. **AWARD BID NO. 19-15/16** [243]  
Award Bid No. 19-15/16, 2015 CPST II Dirt Road Paving Project For District 5 In The Amount Of \$817,995.15 To C. R. Jackson, Inc. Of Florence, SC From The Capital Project Sales Tax II Funds. *(3 Compliant Bids Received)*

2. **AWARD BID NO. 21-15/16** [247]  
Award Bid No. 21-15/16, Resurfacing Project Package 4 For District 7 In The Amount Of \$856,712.95 To C. R. Jackson, Inc. Of Florence, SC From The Capital Project Sales Tax II Funds. *(3 Compliant Bids Received)*



**I. TREASURER**

**1. AUTHORIZE SALARY INCREASE – DELINQUENT TAX ANALYST [250]**

Authorize An Increase In Salary For A Delinquent Tax Analyst (Slot #004) In The Treasurer’s Office/Delinquent Tax Office To Be Funded From FY16 Budgeted Funds. (*Request Is Budget Neutral*)

**2. AUTHORIZE SALARY INCREASE – TWO (2) POSITIONS [252]**

Authorize An Increase In Salary For An Accountant III/Accounting Manager(Slot #005) In The Treasurer’s Office And A Deputy Tax Collector (#002) In The Treasurer’s Office/Delinquent Tax Office To Be Funded From FY16 Budgeted Funds. (*Request Is Budget Neutral*)

**XIV. OTHER BUSINESS:**

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

**1. JEFFERIES CREEK BLVD. [254]**

Approve The Expenditure Of Up To \$100,000 From Council District 6 RSMF Funding Allocation To Pay For Remix And Fine Grade Base And 2” Of Surface Type C Asphalt For Jefferies Creek Blvd.

**2. ROSCOE ROAD [255]**

Approve The Expenditure Of Up To \$37,200 From Council District 4 RSMF Funding Allocation To Pay For 6” Of MBC Stone For A Portion Of Roscoe Road.

**XV. EXECUTIVE SESSION:**

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

**XVI. INACTIVE AGENDA**

**XVII. ADJOURN:**

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the December 10, 2015 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, DECEMBER 10, 2015, 9:00 A.M., COUNTY COMPLEX,  
180 N. IRBY STREET, COUNCIL CHAMBERS, ROOM 803,  
FLORENCE, SOUTH CAROLINA**

**PRESENT:**

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

**ABSENT:**

James T. Schofield, Vice Chairman

**ALSO PRESENT:**

Arthur C. Gregg, Jr., Public Works Director  
Kevin V. Yokim, Finance Director  
Jonathan B. Graham, III, Planning Director  
Ronnie Pridgen, Parks & Recreation Department Director  
Patrick Fletcher, Procurement Director  
Sam Brockington, Fire/Rescue Services Coordinator  
Dale Rauch, Facilities  
Joshua Lloyd, Morning News Staffwriter  
Nick Sturdivant, WBTW News Reporter

A notice of the regular meeting of the Florence County Council appeared in the December 9, 2015 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](http://www.florenceco.org)).

Chairman Poston called the meeting to order. Secretary/Chaplain Kirby provided the invocation and Councilman Bradley led the Pledge of Allegiance to the American Flag. Chairman Poston welcomed everyone attending the meeting.

**APPROVAL OF MINUTES:**

Councilman Caudle made a motion Council Approve The Minutes Of The November 19, 2015 Regular Meeting Of County Council. Councilman Springs seconded the motion, which was approved unanimously.

**AMEND AGENDA:**

Councilman Dorriety made a motion Council Amend The Agenda For The December 10, 2015 Regular Meeting Of Council On An Emergency Basis To Add An Item Under Section XII. E. Procurement, To Address The Emergency Repair Of Jefferson Drive And Alberti Drive. Council Had The Authority To Address The Issue By Allowing The County Administrator To Accept The Lowest Responsive And Responsible Bid Once The Bid Period Closed; Or, In The Alternative, Council Could Address The Issue In A Special Called Meeting After The Bid Period Closed. Councilman Springs seconded the motion To Amend The Agenda For The December 10, 2015 Regular Meeting, which was approved unanimously.

**PUBLIC HEARINGS:**

The Clerk published the titles and the Chairman opened Public Hearing on the following items:

**ORDINANCE NO. 18-2015/16**

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

**ORDINANCE NO. 19-2015/16**

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

**ORDINANCE NO. 20-2015/16**

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, 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:**

### **RONALD J. JEBAILY, ESQ.**

Mr. Jebaily Appeared Before Council To Talk About Downtown Parking While The New Courthouse Was Under Construction. He asked that Council draft a plan for traffic flow during the construction. Chairman Poston thanked Mr. Jebaily for his comments and stated that Council had been looking at the issues and had already met with City officials and General Assembly officials in order to devise a plan that would be most beneficial for a smooth traffic flow.

### **CHUCK MACNEIL, EXECUTIVE DIRECTOR - PDRTA**

Mr. MacNeil Appeared Before Council To Share A New Bus Service Initiative PDRTA Was Working On In The Olanta-Timmonsville Area With An Anticipated Start Date In January 2016. He thanked Councilman Bradley for assisting with saving some services offered just outside the City limits. PDRTA developed a partnership with a company known as Genesis Healthcare Inc. based out of Columbia, operating a prominent clinic in Darlington and one in Olanta, with plans to build one in Lamar. Genesis approached PDRTA regarding the addition of services to benefit the Olanta, Timmonsville, Lake City and Scranton communities. Initially, the cost of the service was approximately \$137,000 with roughly 60 – 70% of that coming from the agency and the balance from various grants. He presented Council members with a printout of the proposed schedule. Chairman Poston thanked Mr. MacNeil for the presentation and the efforts of the PDRTA to provide a much needed service to the citizens. (A copy of the information presented is attached and incorporated by reference.)

## **COMMITTEE REPORTS:**

There Were No Committee Reports.

## **RESOLUTIONS/PROCLAMATIONS:**

### **RESOLUTION NO. 08-2015/16**

The Clerk published the title of Resolution No. 08-2015/16: A Resolution To Rename A County Road, Pound Road, As Shown On Florence County Tax Map Number 00185, Block 01, Parcel 041 To Humane Lane. Councilman Kirby made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 09-2015/16**

The Clerk published the title of Resolution No. 09-2015/16: A Resolution To Rename A County Road, Early Lane, As Shown On Florence County Tax Map Number 00216, Block 01, Parcels 010 And 021 To Natty's Way. Councilman Kirby made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

**RESOLUTION NO. 10-2015/16**

The Clerk published the title of Resolution No. 10-2015/16: A Resolution Authorizing The Transfer Of All Right, Title And Interest In, And All Rights And Obligations Under An Incentive Agreement And Fee Agreement Between Florence County And BCN Holdings, Inc., Authorizing Among Other Matters, The Payment Of A Fee In Lieu Of Taxes, To Rainwater Development, LLC. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

**RESOLUTION NO. 11-2015/16**

The Clerk published the title of Resolution No. 11-2015/16: A Resolution Authorizing An Inducement And Millage Rate Agreement Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. Relating To The County's Execution And Delivery Of A Fee In Lieu Of Tax Agreement Pursuant To Title 12, Chapter 44, Code Of Laws Of South Carolina, 1976, As Amended. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Springs seconded the motion, which was approved unanimously.

**RESOLUTION NO. 12-2015/16**

The Clerk published the title of Resolution No. 12-2015/16: A Resolution To Amend The Florence County Personnel Policy Manual To Include The Addition Of Veterans Day As An Official County Holiday. Councilman Dorriety made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

**RESOLUTION NO. 13-2015/16**

The Clerk published the title of Resolution No. 13-2015/16: A Resolution Approving An Intergovernmental Agreement Between Florence County And The City Of Florence Relating To Payment By The City Of Florence To Florence County Of An Annual Capital Contribution Sufficient To Provide An Amount Equal To One-Half Of The Annual Principal And Interest Payable On Florence County's Not Exceeding \$15,790,000 Accommodations Fee Revenue Bonds, Series 2015 And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Dorriety seconded the motion, which was approved unanimously.

**PUBLIC HEARINGS:**

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

## **ORDINANCES IN POSITION:**

### **ORDINANCE NO. 14-2015/16 – THIRD READING**

The Clerk published the title of Ordinance No. 14-2015/16: An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE III. – PROCEDURES FOR SUBDIVISION PLAT APPROVAL, Section 28.6-32, Filing Fees; ARTICLE VI. – SUBDIVISION IMPROVEMENTS AND GUARANTEES, Section 28.6-100, Setup, Extensions, And Reduction Of Guarantee And Chapter 30, ZONING ORDINANCE, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-105, Sexually Oriented Business, (d) Fees; ARTICLE VIII. – ADMINISTRATION AND ENFORCEMENT, Section 30-266, Filing Applications; Fees; And ARTICLE IX. – APPLICATIONS FOR CHANGE AND/OR RELIEF, Section 30-296, Application Requirements And Fees, For The Purpose Of Creating A Comprehensive Fee Schedule To Reflect All Current Fees For Florence County Planning And Zoning Applications; And Other Matters Related Thereto. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

### **ORDINANCE NO. 15-2015/16 – THIRD READING**

The Clerk published the title of Ordinance No. 15-2015/16: An Ordinance For Text Amendments To The FLORENCE COUNTY CODE, CHAPTER 28.6, LAND DEVELOPMENT AND SUBDIVISION ORDINANCE, ARTICLE V. – MINIMUM LAND PLANNING STANDARDS AND REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND OTHER LAND DEVELOPMENTS, Section 28.6-63, Lots, (h) Flag Lots: And (i), For The Purpose Of Amending Flag Lot Regulations; And Other Matters Related Thereto. Councilman Springs made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

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

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

**ORDINANCE NO. 16-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 16-2015/16: An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto Street, Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approximately 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); And Other Matters Related Thereto. Councilman Kirby made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

**ORDINANCE NO. 17-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 17-2015/16: An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis Street, Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approximately One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); And Other Matters Related Thereto. Councilman Springs made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

**ORDINANCE NO. 18-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 18-2015/16: An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Marion County, Such Industrial And Business Park To Include Property Initially Located In Marion County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Marion County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

**ORDINANCE NO. 19-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 19-2015/16: An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously. Councilman Caudle suggested the Administrator ensure that SCDOT provides comparable price to neighboring properties. County Administrator K. G. Rusty Smith, Jr. responded that the County was seeking comparable pricing for a total acreage of approximately 0.1 of an acre and stated this was a portion of property that the acreage was previously miscalculated.



**ORDINANCE NO. 20-2015/16 – SECOND READING**

The Clerk published the title of Ordinance No. 20-2015/16: An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, 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 Caudle made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved with a seven (7) to one (1) vote. Voting in the affirmative were Chairman Poston, Councilmen DeBerry, Mumford, Bradley, Caudle, Dorriety and Springs. Voting 'No' was Councilman Kirby.

**ORDINANCES INTRODUCED**

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

**ORDINANCE NO. 21-2015/16 – INTRODUCED**

An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 & 086; Consisting Of Approximately 3.40 Acres From Single Family Residential District (R-3) To General Commercial District (B-3); And Other Matters Related Thereto.

**ORDINANCE NO. 22-2015/16 – INTRODUCED**

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.

**ORDINANCE NO. 23-2015/16 – INTRODUCED**

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. (The "Company"); And Other Matters Relating Thereto.

**ORDINANCE NO. 24-2015/16 – INTRODUCED BY TITLE ONLY**

An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.

## **APPOINTMENTS TO BOARDS AND COMMISSIONS:**

### **LIBRARY BOARD OF TRUSTEES**

Councilman Kirby made a motion Council Approve The Re-Appointment Of Robert Jordan To Serve On The Library Board Of Trustees, Representing Council District 2, With Appropriate Expiration Term. Councilman Dorriety seconded the motion, which was approved unanimously.

### **PEE DEE REGIONAL AIRPORT AUTHORITY**

Councilman Springs made a motion Council Appoint E. Leroy Nettles, III To Fill Seat No. 1 On The Pee Dee Regional Airport Authority, Left Vacant Due To The Passing Of E. Leroy Nettles, Jr. Councilman Mumford seconded the motion, which was approved unanimously.

## **REPORTS TO COUNCIL:**

### **ADMINISTRATION**

#### **CPST I & II UPDATE**

County Administrator K. G. Rusty Smith, Jr. stated that monthly updates on the CPST I and II were provided to Council and that staff continued to move forward very expeditiously on all projects. He also provided a parking lot layout summary for Council to review and be apprised of this issue and the coordinated effort to handle the situation.

#### **MONTHLY FINANCIAL REPORTS**

Mr. Smith stated that Monthly Financial Reports Were Provided To Council For Fiscal Year 2016 Through October 31, 2015 For Edification And As An Item For The Record. He stated he wanted to note that the Fines & Forfeitures and the Jail Per Diem were trending below budget and staff was keeping a close eye on it. He hoped it would rectify itself; however, if necessary staff would look at taking corrective measures the first of the year to address the matter.

#### **2016 CALENDAR OF MEETING DATES AND HOLIDAYS**

Councilman Dorriety made a motion Council Approve The 2016 Calendar Of Meeting Dates And Holidays. Councilman Springs seconded the motion, which was approved unanimously.

## **HANNAH-SALEM-FRIENDFIELD FIRE DEPARTMENT/PROCUREMENT**

### **PURCHASE TANKERS**

Councilman Kirby made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Pierce Manufacturing Co., Inc. For The Purchase Of Four (4) Pierce Freightliner FXP 2-Door Tankers With The Necessary Equipment For The Total Cost Of \$949,292 (Including \$1,200 Vehicle Tax) As Funded By Bond Fund (\$474,646) And CPST II Fund (\$474,646) For The Hannah-Salem-Friendfield Fire Department. Councilman Dorriety seconded the motion, which was approved unanimously.

## HOWE SPRINGS FIRE DEPARTMENT/PROCUREMENT

### PURCHASE PUMPERS

Councilman Caudle made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. FS12-13 Awarded To Fireline Inc. (E-One) For The Purchase Of Three (3) E-One Custom Typhoon Side Mount Pumpers With The Necessary Equipment For The Howe Springs Fire Department In The Amount Of \$1,649,996 (Including \$900 Vehicle Tax) As Funded By Bond Funds. Councilman Springs seconded the motion, which was approved unanimously.

### SELF-CONTAINED BREATHING APPARATUS

Councilman Caudle made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-15 Awarded To Mine Safety Appliances, LLC For The Purchase Of Eighty-Four (84) MSA G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) And One Hundred Sixty Eight (168) 45 Minute Cylinders From Safe Industries For The Howe Springs Fire Department In The Amount Of \$545,741.80 (Including Tax And The Trade-In Of 56 Current SCBAs) As Funded By The 2015 Fire Bonds. Councilman Bradley seconded the motion, which was approved unanimously.

## PROCUREMENT

### AWARD OF BID NO. 18-15/16

Councilman DeBerry made a motion Council Authorize The Award Of Bid No. 18-15/16 For MBC Stone For District 6 Road Projects To CR Jackson, Florence, South Carolina In The Amount Of \$782,358 To Be Funded From CPST II Funds. Councilman Springs seconded the motion, which was approved unanimously.

### EMERGENCY REPAIR – JEFFERSON DRIVE AND ALBERTI DRIVE

Councilman Dorriety made a motion Council On An Emergency Basis Authorize The County Administrator To Award The Bid For The Emergency Repair Of Jefferson Drive And Alberti Drive In Monticello Subdivision To The Lowest Responsive And Responsible Bidder After Review Of The Procurement Director And Review And Approval By The County Attorney, To Be Funded From Contingency Funds And Requested Reimbursement From FEMA. Councilman Caudle seconded the motion, which was approved unanimously.

## OTHER BUSINESS:

### ROAD SYSTEM MAINTENANCE FEE (RSMF)

#### ANDERSON FARM ROAD

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$48,090 From Council District 3 RSMF Funding Allocation To Pay For 6" Of MBC Stone For Anderson Farm Road. Councilman Mumford seconded the motion, which was approved unanimously.

**FORE ROAD**

Councilman DeBerry made a motion Council Approve The Expenditure Of Up To \$28,000 From Council District 6 RSMF Funding Allocation To Pay For MBC Stone For Fore Road. Councilman Dorriety seconded the motion, which was approved unanimously.

**MILL BRANCH ROAD**

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$2,250 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone For Mill Branch Road. Councilman Dorriety seconded the motion, which was approved unanimously.

**ROAD SYSTEM MAINTENANCE FEE (RSMF)/UTILITY**

**WOOD MOUNT SUBDIVISION ROADS RESURFACING**

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$260,000 From Council District 7 RSMF And Utility Funding Allocations To Pay For Resurfacing Of Stephenson Road, Hollings Avenue And Middleton Avenue In The Wood Mount Subdivision. Councilman Bradley seconded the motion, which was approved unanimously. Councilman Mumford stated that for clarity, it should read Stephenson 'Drive' not Stephenson 'Road.'

**INFRASTRUCTURE**

**OLANTA MAGISTRATE'S OFFICE**

Councilman Springs made a motion Council Approve The Expenditure In An Amount Not To Exceed \$1,300 From Council District 1 Infrastructure Funding Allocation For Carpet Replacement In The Olanda Magistrate's Office. Councilman Dorriety seconded the motion, which was approved unanimously.

**ROAD SYSTEM MAINTENANCE FEE (RSMF)**

**PLANTATION ROAD**

Councilman DeBerry made a motion Council Approve The Expenditure Of Up To \$3,750 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone For Plantation Road (*Five Loads Of MBC Stone To Be Placed Per Map*). Councilman Dorriety seconded the motion, which was approved unanimously.

**EXECUTIVE SESSION**

Councilman Springs made a motion Council Enter Executive Session Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Contractual Issue Related To The County Health Department Building. Councilman Dorriety seconded the motion, which was approved unanimously.

Council entered Executive Session at 9:37 a.m. Council reconvened at 10:03 a.m.

**FLORENCE COUNTY HEALTH DEPARTMENT BUILDING**

Councilman Caudle made a motion Council Authorize The County Administrator To Negotiate And Execute A Lease With Capital Care Resources Of South Carolina, LLC, For Space At The Florence County Health Department Building Located At 1705 W. Evans Street, After Review And Approval By The County Attorney. Councilman Springs seconded the motion, which was approved unanimously.

**DEVELOPING COMMUNITIES COMMISSION**

Councilman Kirby made a motion Council Approve The Appointment Of Fronnie Pettigrew To Serve On The Newly Established Developing Communities Commission, Representing The Town Of Timmons ville, With Appropriate Expiration Term. Councilman Springs seconded the motion, which was approved unanimously.

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

**COUNCIL MEETING ADJOURNED AT 10:05 A.M.**

draft

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**MITCHELL KIRBY**  
**SECRETARY-CHAPLAIN**

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**CONNIE Y. HASELDEN**  
**CLERK TO COUNTY COUNCIL**

# PUBLIC HEARING

December 10, 2015

## Ordinance No. 18-2015/16

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

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# PUBLIC HEARING

December 10, 2015

## ORDINANCE NO. 19-2015/16

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

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**PUBLIC HEARING**

December 10, 2015

**ORDINANCE NO. 20-2015/16**

**An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, 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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# **PROPOSED NEW BUS SERVICE**

**to Olanta, Lamar,  
Timmonsville, and  
Darlington**

**INFORMATIONAL PUBLIC  
MEETINGS ARE SCHEDULED  
FOR TUESDAY  
DECEMBER 15, 2015**

**10am-11am @ Restoration & Deliverance  
Ministries 409 N. Jones Rd., Olanta**

**1:30pm-2:30pm @ Olanta Public Library  
210 E. Hampton St., Olanta**

**3:30pm-4:30pm @ Timmonsville Public  
Library 298 W. Smith St. Timmonsville**

**5:30pm-6:30pm @ Olanta Public Library  
210 E. Hampton St., Olanta**

Comments on this proposed service may also be provided through [www.pdrta.org](http://www.pdrta.org), by e-mail to [dstrickland@pdrta.org](mailto:dstrickland@pdrta.org), or by telephone at 843-665-2227, ext 8. The public comment period for these proposed new services will end on December 16, 2015. Please call PDRTA for more details.

## **PDRTA**

has partnered with Genesis Health Care to offer new bus services beginning in January 2016. Each new service will operate once a week.

Demand Response service connecting Olanta with Lake City, Scranton, and Coward.

Scheduled round trip service connecting Olanta with Timmonsville and Darlington.

Scheduled round trip service connecting Timmonville with Lamar and Darlington.

**ATTACHMENT A - PAGE ONE**

<b>LAMAR-TIMMONSVILLE SERVICE (1 weekday of Genesis choosing)</b>						
	LAMAR CIRCULATOR	ARRIVE & CIRCULATOR TIMMONSVILLE	ARRIVE DARLINGTON	ARRIVE & CIRCULATOR LAMAR	ARRIVE & CIRCULATOR TIMMONSVILLE	ARRIVE/DEPART DARLINGTON
<b>AM</b>	<b>8:00-8:25</b>	<b>8:40-9:05</b>	<b>9:35</b>	<b>10:15-10:35</b>	<b>11:00-11:25</b>	<b>12:00</b>
	LAMAR CIRCULATOR	ARRIVE & CIRCULATOR TIMMONSVILLE	ARRIVE DARLINGTON	ARRIVE & CIRCULATOR LAMAR	ARRIVE & CIRCULATOR TIMMONSVILLE	ARRIVE & CIRCULATOR LAMAR
<b>PM</b>	<b>12:35-1:00</b>	<b>1:20-1:45</b>	<b>2:10</b>	<b>2:40-3:05</b>	<b>3:25-3:50</b>	<b>4:20-4:40</b>
<b>52 DAYS PER YEAR</b>		<b>GENESIS CLIENTS WOULD HAVE FARE FREE SERVICE TO AND FROM APPOINTMENTS AND PHARMACY.</b>				
<b>8,944 MILES OF SERVICE</b>		<b>ONE-WAY FARES ARE \$3.00 BETWEEN EACH CITY/\$1.00 FOR TRAVELING WITHIN A SINGLE CITY</b>				
<b>520 HOURS OF SERVICE</b>		<b>MEDICARE CARD HOLDERS, VETERANS, ADA AND SENIORS 65+ ALL RIDE FOR HALF FARE.</b>				

<b>WEDNESDAY SERVICE FROM OLANTA AND LAMAR TO DARLINGTON(POTENTIAL NEED FOR 2 BUSES)</b>					
<i>Outbound Trips to Darlington from Olanta and Lamar and Timmonsville</i>					
	DEPART OLANTA	DEPART TIMMONSVILLE	ARRIVE/DEPART DARLINGTON	ARRIVE/DEPART LAMAR	ARRIVE DARLINGTON
<b>AM</b>	<b>8:00</b>	<b>8:30</b>	<b>9:00</b>	<b>9:30</b>	<b>10:10</b>
<i>Inbound Trips from Darlington to Olanta and Lamar</i>					
	DEPART DARLINGTON	ARRIVE/DEPART LAMAR	ARRIVE/DEPART TIMMONSVILLE	ARRIVE OLANTA	
<b>PM</b>	<b>2:00</b>	<b>2:30</b>	<b>3:00</b>	<b>3:30</b>	
<b>52 DAYS PER YEAR</b>		<b>GENESIS CLIENTS WOULD HAVE FARE FREE SERVICE TO AND FROM APPOINTMENTS AND PHARMACY.</b>			
<b>13,600 MILES OF SERVICE</b>		<b>ONE-WAY FARES ARE \$4.00 OLANTA-DARLINGTON // \$1.00 FOR TRAVEL WITHIN ONE CITY / \$3.00 FOR ALL</b>			
<b>624 HOURS OF SERVICE</b>		<b>OTHER TRAVEL. MEDICARE CARD HOLDERS, VETERANS, ADA , AND SENIORS 65+ ALL RIDE FOR HALF FARE.</b>			

ATTACHMENT A - PAGE TWO

OLANTA SERVICE (1 Weekdayay// Genesis Determines Which 1 Day)	
	9:10AM-10:30AM (INBOUND) COWARD-SCRANTON-LAKE CITY-OLANTA
10:50-11:40 (OUTBOUND) OLANTA-LAKE CITY-SCRANTON-COWARD	N/A
11:40-12:30 (INBOUND) COWARD-SCRANTON-LAKE CITY-OLANTA	12:35-1:50(OUTBOUND) OLANTA-LAKECITY-SCRANTON-COWARD
N/A	2:00-3:10 (INBOUND) COWARD-SCRANTON-LAKE CITY-OLANTA
3:15-4:05 (OUTBOUND)	4:10-5:10(OUTBOUND) OLANTA-LAKECITY-SCRANTON-COWARD
***PDRTA CAN PROVIDE THE FOLLOWING SERVICE 1 DAY A WEEK. SCHEDULE THEIR TRIPS IN AND AROUND OLANTA.	
52 DAYS PER YEAR 14,560 MILES OF SERVICE 572 HOURS OF SERVICE	GENESIS CLIENTS WOULD HAVE FARE FREE SERVICE TO AND FROM APPOINTMENTS AND PHARMACY. ONE-WAY FARE WILL \$2.00 FOR RIDES WITHIN ONE TOWN / \$3.00 FOR RIDES THRU TWO OR MORE TOWNS. MEDICARE CARD HOLDERS, VETERANS, ADA & SENIORS 65+ ALL RIDE FOR HALF FARE ON FIXED ROUTE.

# FLORENCE COUNTY COUNCIL

January 21, 2016

**AGENDA ITEM:** Public Hearings

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

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

**A. ORDINANCE NO. 23-2015/16**

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. (The "Company"); And Other Matters Relating Thereto.

**B. ORDINANCE NO. 24-2015/16 (\*)**

An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.

*(\*) At The Request Of The Attorney For Project Mirror, Public Hearing Of Ordinance No. 24-2015/16 Will Be Deferred.*

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:**     Appearances Before Council  
                          Uschi Jeffcoat, Executive Director  
                          Florence Regional Arts Alliance

**DEPARTMENT:**     County Council

**ISSUE UNDER CONSIDERATION:**

Uschi Jeffcoat Requests To Appear Before Council To Speak On Behalf Of The Florence Regional Arts Alliance, Expressing Gratitude For Continued County Support And The Growth Of The County's Arts.

**ATTACHMENT:**

A Copy of the Request To Appear.

**Connie Haselden**

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**From:** Uschi Jeffcoat <director@florenceartsalliance.org>  
**Sent:** Friday, December 04, 2015 3:05 PM  
**To:** ClerkToCouncil  
**Subject:** Appearance Before Council Request

Dear Ms. Haselden,

May I please request an appearance before the council in January to introduce myself and speak on behalf of the Florence Regional Arts Alliance, expressing gratitude for Continued County Support and the growth of the County's Arts.

Thank you.

**Uschi Jeffcoat**  
Executive Director // FLORENCE REGIONAL ARTS ALLIANCE

843.407.3092

[View the arts calendar.](#)

Sign up to receive a weekly e-mail of regional arts events [here](#).

Follow the Florence Regional Arts Alliance on [Facebook](#) and [Twitter](#).

-----Confidentiality Note-----

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# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:**     Appearances Before Council  
                          Kevin Elliott, President  
                          Miracle League of Florence County

**DEPARTMENT:**     County Council

**ISSUE UNDER CONSIDERATION:**

Mr. Elliott Requests To Appear Before Council To Request Financial Support And A Location For The Building Of A Rubberized-Surface Baseball Field and Adjoining Accessible Rubberized-Surface Playground.

**ATTACHMENT:**

A Copy of the Request To Appear.

Kevin Elliott  
Miracle League of Florence County  
710 S Irby St.  
Florence, SC 29501

December 22, 2015

Florence County Council,

The Miracle League of Florence County would like to respectfully request an appearance before the Florence County Council during the next meeting on January 21<sup>st</sup>, 2016 at 9:00am. The purpose of this appearance is to request financial support and a location from the County Council on the building of a rubberized-surface baseball field and adjoining accessible rubberized-surface playground.

The purpose of this rubberized surface field and playground is to accommodate the special needs of the participants in Florence County's Miracle League program.

This presentation will be made by Deana Strickland with accompanying PowerPoint slides. We will have these slides turned in to the Clerk to Council by January 8<sup>th</sup>, 2016 for review and approval.

Thank you,



Kevin Elliott  
President



# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Resolution of Appreciation & Recognition  
Riley R. Propps

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

A Resolution Of Appreciation And Recognition For Riley Propps For His Years Of Outstanding Service To The Citizens Of Florence County.

**OPTIONS:**

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

**ATTACHMENTS:**

Copy of the proposed Resolution.



## FLORENCE COUNTY COUNCIL MEETING

Thursday, January 21, 2016

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

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto St., Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approx. 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); And Other Matters Related Thereto.]  
(Planning Commission approved 6 to 1; Council District 4)

**POINTS TO CONSIDER:**

1. The subject property is currently zoned Rural Community District (RU-1).
2. Surrounding land uses consist of Commercial Business, Institutional, Single-Family Residential and Vacant Land.
3. Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Land Use Map. The request for the map amendment to B-3 is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Rural Preservation, while a residential land use in general, also contains land uses and zone districts with permitted commercial development.

**OPTIONS:**

1. *(Recommended)* Approve As Presented.
2. Provide An Alternate Directive.

**ATTACHMENTS:**

1. Ordinance No. 16-2015/16
2. Staff report for PC#2015-18
3. Location Map
4. Zoning Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 27, 2015	Council Clerk, certify that
Planning Commission Public Hearing	: October 27, 2015	this Ordinance was
Planning Commission Action	: October 27, 2015 [Approved 6-1]	advertised for Public
First Reading/Introduction	: November 19, 2015	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: December 10, 2015	
Third Reading	: January 21, 2016	
Effective Date	: Immediately	

**ORDINANCE NO. 16-2015/16**

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

**[An Ordinance To Rezone Property Owned By James E. And Phyllis P. Andrews Located On W. Palmetto St., Florence, As Shown On Florence County Tax Map No. 00076, Block 01, Parcel 083; Consisting Of Approx. 19.67 Acres From Rural Community District (RU-1) To General Commercial District (B-3); 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 October 27, 2015.

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

1. Property located on W. Palmetto St., Florence, bearing Tax Map No. 00076, Block 01, Parcel 083 is hereby rezoned to General Commercial District (B-3).
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Roger M. Poston, Chairman

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

**COUNCIL VOTE:**  
**OPPOSED:**  
**ABSENT:**

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
OCTOBER 27, 2015  
PC#2015-18**

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

**LOCATION:** Parcel is located on W. Palmetto St., Florence, SC

**TAX MAP NUMBER:** 00076, Block 01, Parcel 083

**COUNCIL DISTRICT(S):** 4; County Council

**OWNER OF RECORD:** James E. & Phyllis P. Andrews

**APPLICANT:** Greg Hendrick

**LAND AREA:** 19.67 Acres

**WATER /SEWER AVAILABILITY:** City of Florence

**ADJACENT WATERWAYS/  
BODIES OF WATER:** None

**FLOOD ZONE:** Flood Zone: X

**SUROUNING LAND USE:**

North: Vacant Land, Rural Community District (RU-1), Florence County  
South: Mobile Homes, Unzoned District (UZ) Single Family Residential,  
Commercial Business, General Commercial District (B-3), Florence County  
West: Single Family Residential District, Vacant Land, Unzoned District (UZ)  
Florence County  
East: Institutional, Rural Community District (RU-1), Florence County

**STAFF RECOMMENDATION:**

Approve as submitted.

## STAFF ANALYSIS:

### History

The Rural Community District (RU-1) and General Commercial District (B-3) zoning reflects the original zoning of the parcel with the Zoning Ordinance and Maps from the early 1990's, prior to the consolidation of Municipal and County Planning Departments. The approximate acreage for B-3 is 4.67, the remaining zoned RU-1, and total acreage for the parcel is 19.67. This parcel has not made prior application of the Planning Commission or Board of Zoning Appeals.

For an adjacent parcel, Planning Commission in November 1999, voted unanimously to recommend approval of the map amendment to General Commercial District (B-3) from Rural Community District (RU-1), 00076-01-065, on West Palmetto Street. Subsequently, County Council approved on January 20, 2000 a map amendment to General Commercial District (B-3). The requested map amendment was for development of a marine business.

### Existing and Proposed Zoning:

The subject parcel currently has a commercial structure on the front portion with the remaining portion, vacant and currently zoned Rural Community District (RU-1). The parcel is contiguous to Rural Community District (RU-1) and General Commercial District (B-3). The applicant has requested a map amendment to General Commercial District (B-3).

The General Commercial District (B-3) offers a wide range of land uses which includes but is not limited to residential, agricultural, manufactured homes, multi-family, professional services, restaurants, retail, as well as gas stations, liquor stores, bars/nightclubs and certain forms of adult entertainment. The applicant has plans to develop multi-family housing, which is not a permitted land use, in the existing Rural Community District (RU-1).

The Multi-Family Residential District (R-5 & R-5A) allows for higher density residential development such as townhouses and other multi-family uses without the commercial uses that the General Commercial District (B-3) has as permitted land uses. The land uses in these districts are strictly residential in nature.

A split-zoned parcel is a parcel or lot with two or more zoning designations. As previously stated, currently a portion of the existing parcel is General Commercial District (B-3) with the majority being Rural Community District (RU-1). Rezoning the remaining portion of the parcel to General Commercial District (B-3) would eliminate any potential problems that split-zoning could cause in the future.

### Traffic Review:

Present access to the parcel is by way of West Palmetto Street. The map amendment to this parcel could have a minimal effect on traffic flow for the area.

### Florence County Comprehensive Plan:

Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Future Land Use Map. The request for the map amendment to General

Commercial District (B-3) is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Rural Preservation, while a residential land use in general, also contains land uses and zone districts with permitted commercial development.

Chapter 30-ZONING ORDINANCE

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

ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY, Section 30-2. - Purpose of districts.

Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

Rural districts: Rural Community District (RU-1): the intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

Business districts: General Commercial District (B-3): the intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and the larger region in which it holds a central position.

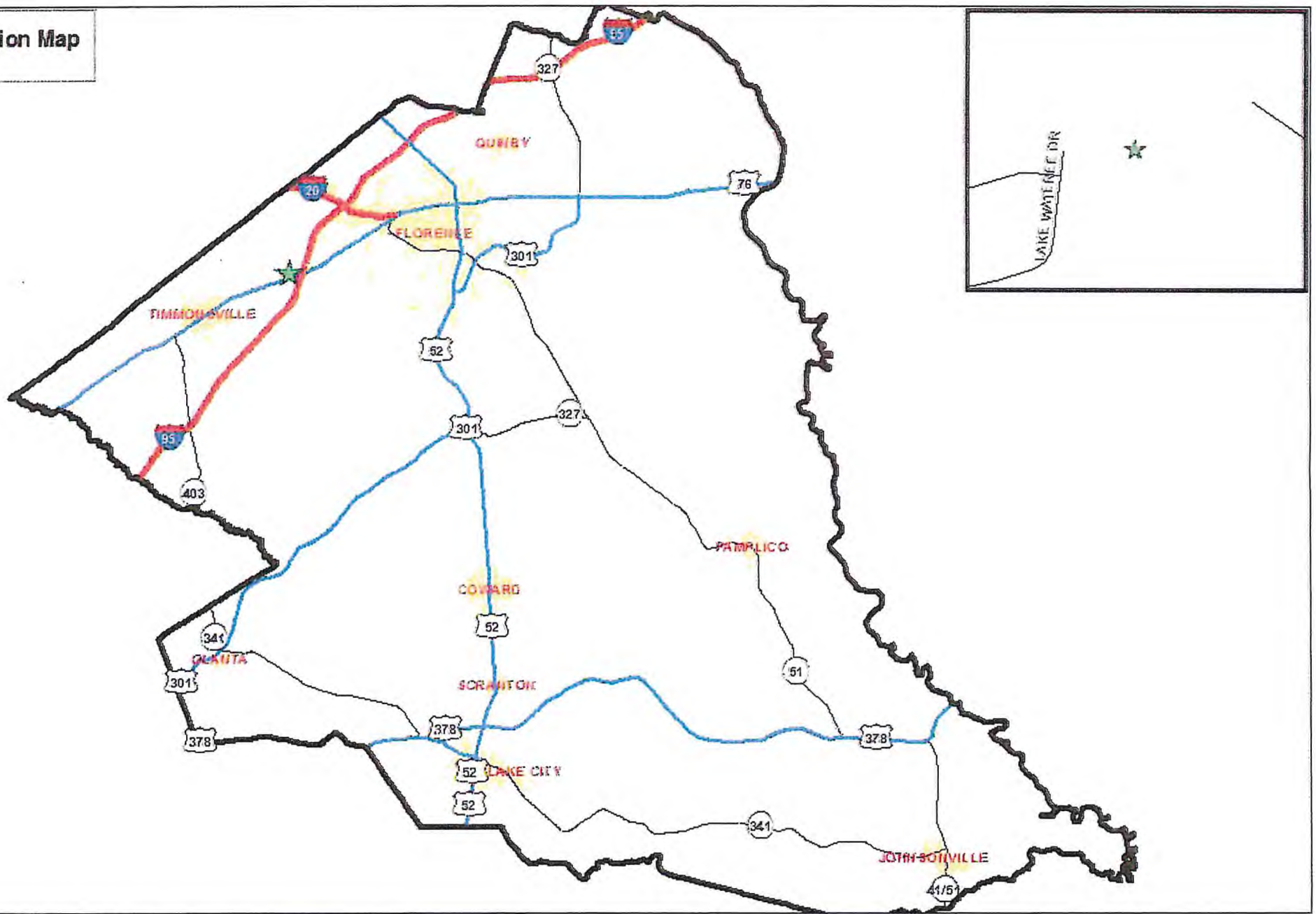
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 27, 2015:

Seven Planning Commission members voted 6 to 1 to approve the zoning amendment request.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located on W. Palmetto Street, Florence, SC from Rural Community District (RU-1) to General Commercial District (B-3).

Location Map



0 1.5 3 4.5 6 Miles



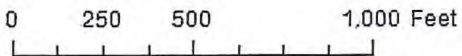
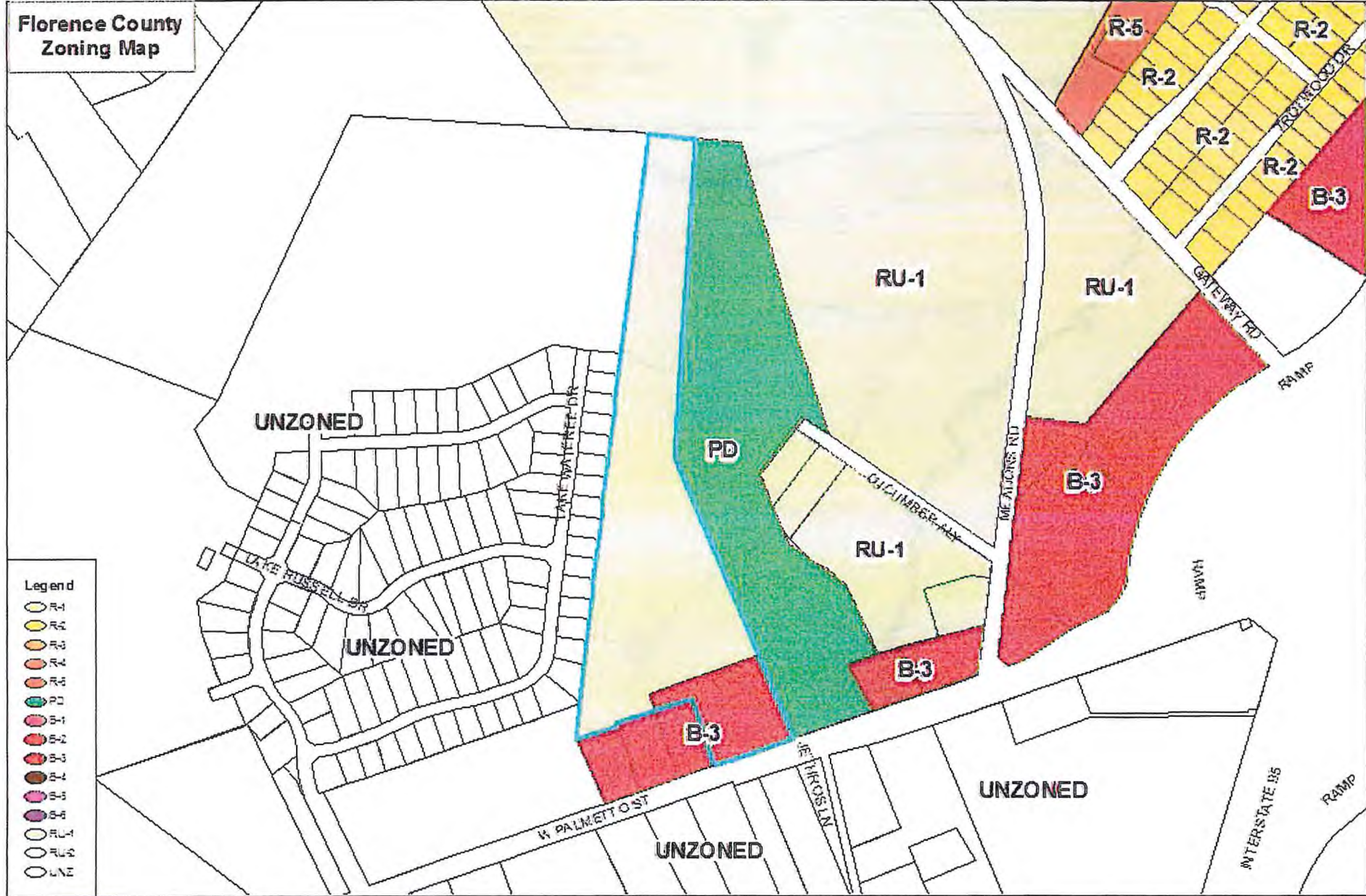
Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
2015-10-20



**Council District(s): 4**  
**PC#2015-18**



**Florence County  
Zoning Map**



Map Prepared by: RWE  
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 & Building Inspections Department  
 Geographic Information Systems  
 2015-10-20



**Council District(s): 4  
 PC#2015-18**

2015 Aerial



0 250 500 1,000 Feet

Map Prepared by: RWE  
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& Building Inspections Department  
Geographic Information Systems  
2015-09-22



Council District(s): 4  
PC#2015-18

## FLORENCE COUNTY COUNCIL MEETING

Thursday, January 21, 2016

**AGENDA ITEM:** Ordinance No. 17-2015/16  
Third Reading

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis St., Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approx. One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); And Other Matters Related Thereto.]

*(Planning Commission approved 7 to 0; Council District 1)*

**POINTS TO CONSIDER:**

1. The subject property is currently zoned Multi-Family Residential District, Limited (R-4).
2. Surrounding land uses consist of Single-Family Residential and Vacant Land.
3. Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Future Land Use Map. The request for the map amendment to RU-1 is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Although the Rural Preservation land use has agricultural residential use as primary, land uses also include commercial.

**OPTIONS:**

1. *(Recommended)* Approve As Presented.
2. Provide An Alternate Directive.

**ATTACHMENTS:**

1. Ordinance No. 17-2015/16
2. Staff report for PC#2015-19
3. Location Map
4. Zoning Map
5. Aerial Map
6. Lake City Vicinity Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 27, 2015	Council Clerk, certify that
Planning Commission Public Hearing	: October 27, 2015	this Ordinance was
Planning Commission Action	: October 27, 2015 [Approved 7-0]	advertised for Public
First Reading/Introduction	: November 19, 2015	Hearing on.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: December 10, 2015	
Third Reading	: January 21, 2016	
Effective Date	: Immediately	

**ORDINANCE NO. 17-2015/16**

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

**[An Ordinance To Rezone Property Owned By Danielle Washington Located At 505 Davis St., Lake City, As Shown On Florence County Tax Map No. 00169, Block 31, Parcel 311; Consisting Of Approx. One (1) Acre From Multi-Family Residential District, Limited (R-4) To Rural Community District (RU-1); And Other Matters Related Thereto.]**

**WHEREAS:**

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on October 27, 2015.

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

1. Property located at 505 Davis St., Lake City, bearing Tax Map No. 00169, Block 31, Parcel 311 is hereby rezoned to Rural Community District (RU-1).
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Roger M. Poston, Chairman

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
OCTOBER 27, 2015  
PC#2015-19**

**SUBJECT:** Map Amendment request from Multi-Family Residential District, Limited (R-4) to Rural Community District (RU-1)

**LOCATION:** Parcel is located at 505 Davis Street, Lake City, SC

**TAX MAP NUMBER:** 00169, Block 31, Parcel 311

**COUNCIL DISTRICT(S):** 1; County Council

**OWNER OF RECORD:** Danielle Washington

**APPLICANT:** Danielle Washington

**LAND AREA:** 1 Acre

**WATER /SEWER AVAILABILITY:** City of Lake City

**ADJACENT WATERWAYS/  
BODIES OF WATER:** None

**FLOOD ZONE:** Flood Zone: X

**SUROUNDDING LAND USE:**

North: Single-Family Residential (R-4), (RU-1), Florence County  
South: Single-Family Residential (R-4), Vacant Land (R-4) Florence County  
West: Single-Family Residential (R-4), Florence County  
East: Single-Family Residential, City of Lake City

**STAFF RECOMMENDATION:**

Approve as submitted.

## STAFF ANALYSIS:

### History

The Multi-Family Residential District, Limited (R-4) zoning reflects the original zoning of the parcel with the Zoning Ordinance and Map of 2009. This parcel has not made prior application of the Planning Commission or Board of Zoning Appeals.

Adjacent parcels, namely 00169-31-012, 605 Davis Street and 00169-31-065, 626 Moore Street, requested and were granted a Map Amendment in May 2008 and November 2005 respectively from R-3 to RU-1 for the same purpose; to place a manufactured home on the parcel. Within 1000 feet of the proposed map amendment, is a Manufactured Home Park Azalea Acres, with 138 lots, in the Unzoned District.

Planning Commission, in 2005, voted unanimously to deny the map amendment for 626 Moore Street; however, County Council approved the map amendment as submitted, on February 2, 2006. Planning Commission in 2008, voted unanimously to approve the map amendment for 605 Davis Street, with the inclusion of an adjacent parcel, 00169-31-012, owned by the same family, Burgess. County Council on July 17, 2008, approved the map amendment as submitted, for the one parcel, 605 Davis Street.

### Existing and Proposed Zoning:

The subject parcel is currently vacant and zoned Multi-Family Residential District, Limited (R-4). The parcel is contiguous to Rural Community District (RU-1) and Multi-Family Residential District, Limited (R-4). The parcel is approximately one (1) acre within the County of Florence. The applicant has requested a map amendment for the parcel to Rural Community District (RU - 1).

Rural Community District (RU-1) offers a wide range of land uses which includes but is not limited to residential, agricultural, manufactured homes, duplexes, professional services, small retail, as well as gas stations and liquor stores with limited square footage. The applicant has requested a manufactured home to be placed on the property which would not be allowed in the existing Multi-Family Residential District, Limited (R-4).

### Traffic Review:

Present access to the parcel is by way of Davis Street. The map amendment to this parcel should not have an impact on traffic flow for the area.

### Florence County Comprehensive Plan:

Currently, the subject property is located in a Rural Preservation area according to the Comprehensive Plan Future Land Use Map. The request for the map amendment to Rural Community District (RU-1) is consistent with the Comprehensive Plan Future Land Use Map, which depicts this area as Rural Preservation. Although the Rural Preservation land use has agricultural residential use as primary, land uses also include commercial.

## Chapter 30-ZONING ORDINANCE

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

**ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY, Section 30-2. - Purpose of districts.**

Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

**Residential districts:** Multi-Family Residential District, Limited (R-4): This district is intended to promote and accommodate residential development consisting principally of single-family and two-family dwellings, and related support uses.

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

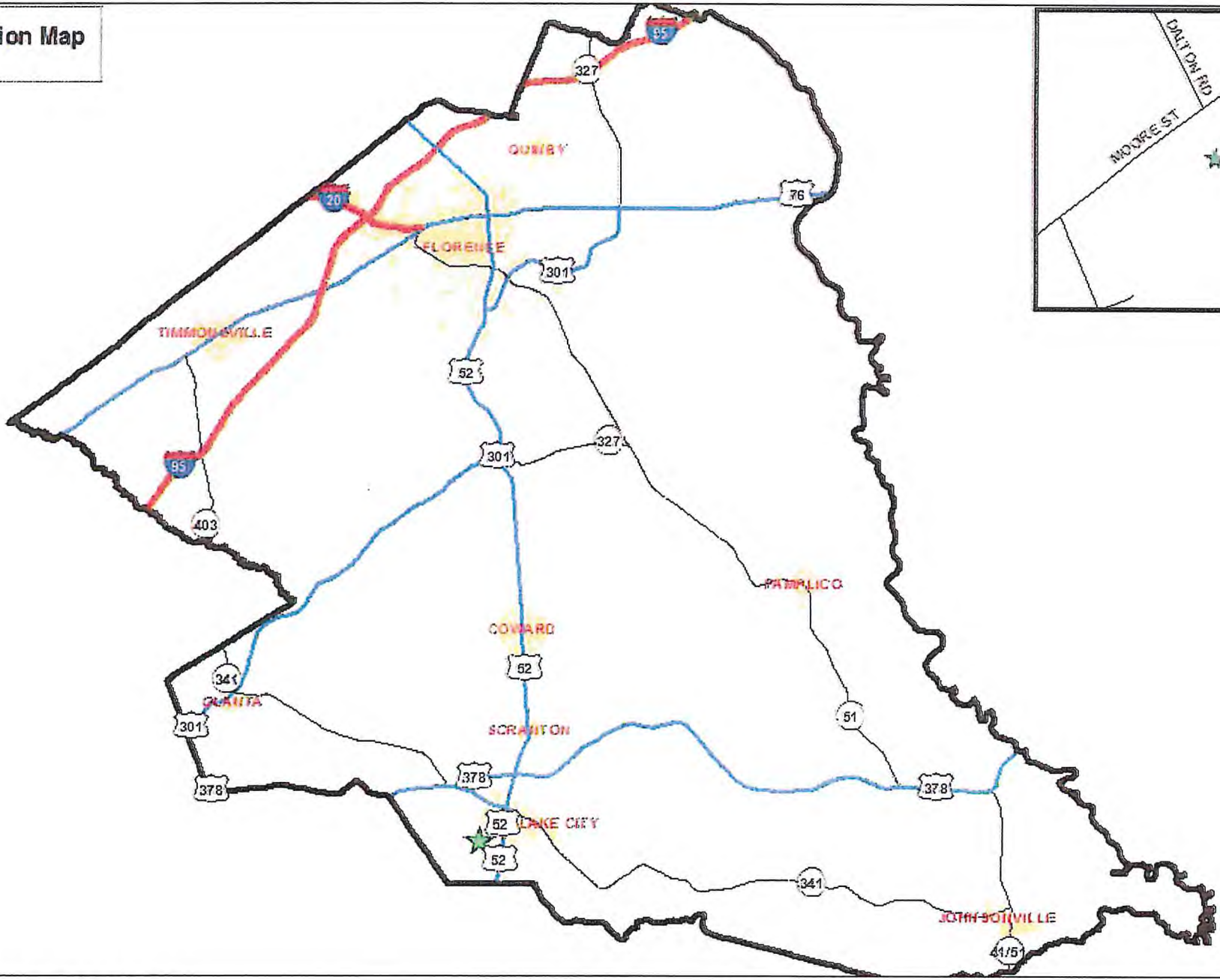
**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 27, 2015:**

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 parcel located at 505 Davis Street, Lake City, SC from Multi-Family Residential District, Limited (R-4) to Rural Community District (RU-1).

Location Map



0 1.5 3 4.5 6 Miles



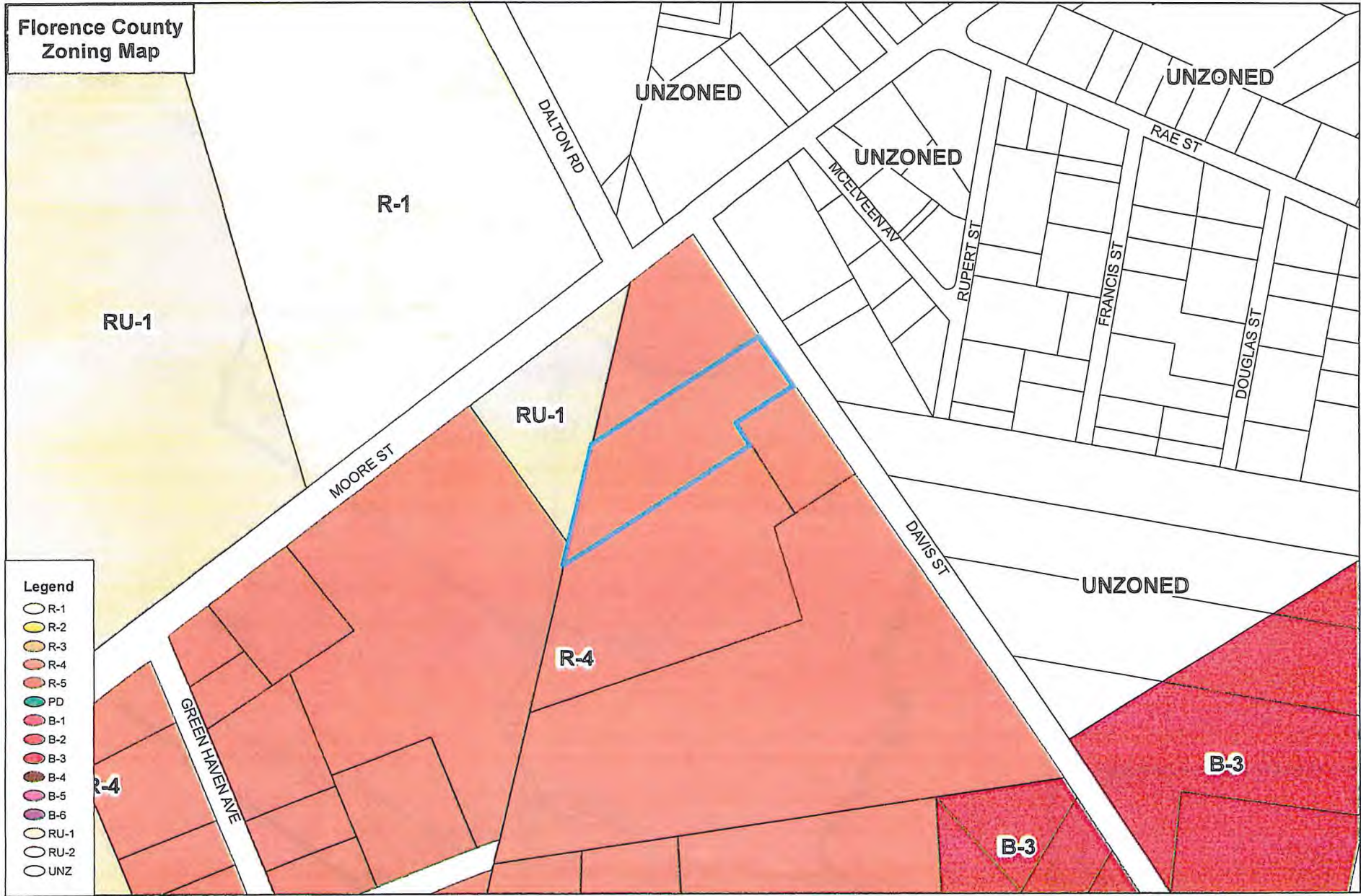
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& Building Inspections Department  
Geographic Information Systems  
2015-09-23



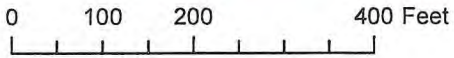
**Council District(s): 1**  
**PC#2015-19**



**Florence County  
Zoning Map**



- Legend**
- R-1
  - R-2
  - R-3
  - R-4
  - R-5
  - PD
  - B-1
  - B-2
  - B-3
  - B-4
  - B-5
  - B-6
  - RU-1
  - RU-2
  - UNZ

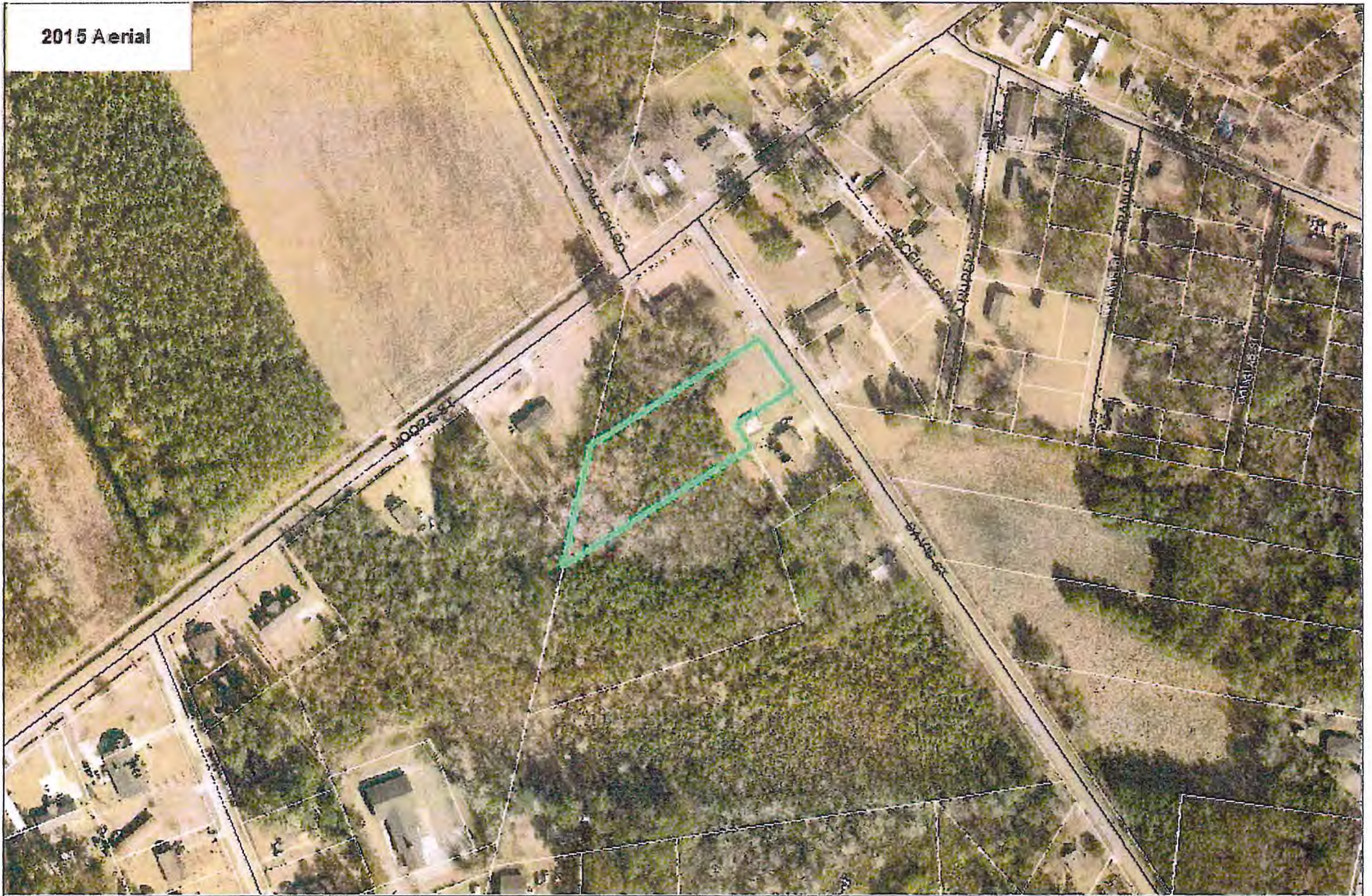


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 2015-09-23



**Council District(s): 1**  
**PC#2015-19**

2015 Aerial



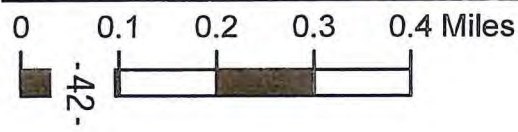
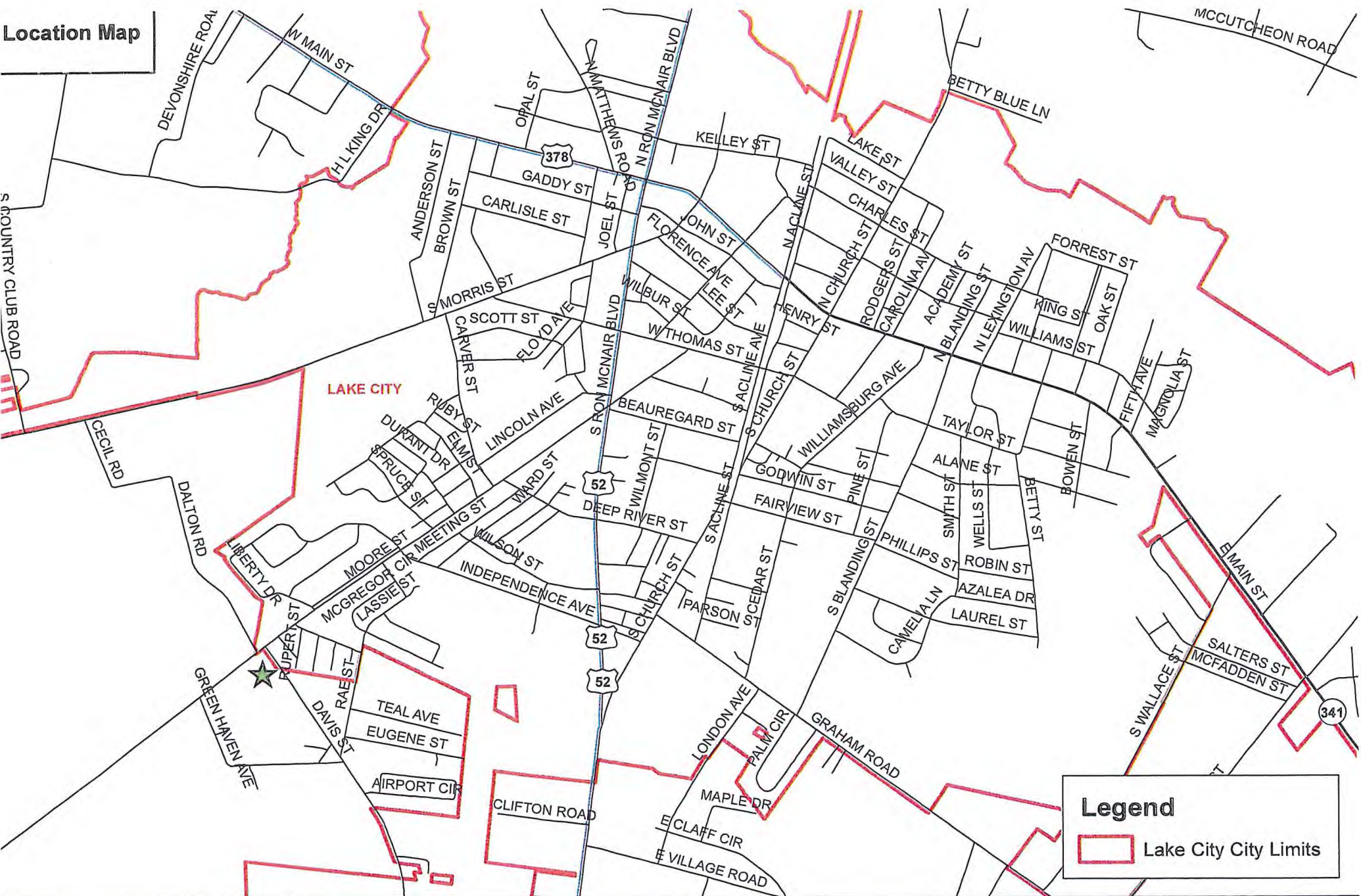
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2015-09-23



**Council District(s): 1**  
**PC#2015-19**

**Location Map**



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 & Building Inspections Department  
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 2015-09-23



**Legend**

Lake City City Limits

**Council District(s): 1**  
**PC#2015-19**

**FLORENCE COUNTY COUNCIL MEETING**  
**January 21, 2016**

**AGENDA ITEM:** Third Reading of Ordinance No. 18-2015/16

**DEPARTMENT:** Economic Development Partnership

**ISSUE UNDER CONSIDERATION:**

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

**OPTIONS:**

1. ***(Recommended)*** Approve Third Reading of Ordinance No. 18-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Ordinance No. 18-2015/16

Sponsor(s)	: Economic Development	I, _____,
First Reading/Introduction	: November 19, 2015	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: N/A	Public Hearing on _____, 2015.
Committee Reconsideration	: N/A	
Public Hearing	: December 10, 2015	
Second Reading	: December 10, 2015	
Third Reading	: January 21, 2016	
Effective Date	: Immediately	

**ORDINANCE NO. 18-2015/16**

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

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

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

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

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

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in their respective FILOT agreements which fees will be divided between the two Counties as set forth in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Florence County. That portion of such revenues allocated pursuant to the Park Agreement to Marion County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Marion County as soon as practical but no later than forty-five (45) business days following receipt thereof. With respect to properties located in the Marion County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer

of Marion County. That portion of such revenues allocated pursuant to the Park Agreement to Florence County shall be thereafter paid by the Treasurer of Marion County to the Treasurer of Florence County as soon as practical but no later than forty-five (45) business days following receipt thereof. Penalties for late payment by taxpayers will be assessed at the same rate as late tax payments. Any late payment by the counties to each other beyond the dates set forth herein will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Florence County and Marion County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

SECTION IV: Any ordinances of Florence County and Marion County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Florence County and Marion County. In no event, for example, will the zoning, health and safety regulations, and building code requirements in Marion County apply to property located solely in Florence County.

SECTION V: The Sheriffs' Departments of Florence County and Marion County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Florence County and Marion County.

SECTION VI: Revenues generated from industries or businesses located in the Park to be retained by Florence County pursuant to the Park Agreement shall be distributed within Florence County in the following manner:

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

Second, at the option of Florence County, to reimburse Florence County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein and to fund economic development activities (including any incentives provided to industries and businesses) inside and outside the Park as determined by the County Council of Florence County from time to time; and

Third, to taxing districts within Florence County, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

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

ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

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

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

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

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

draft

Exhibit A

Form of Park Agreement

draft



STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR THE DEVELOPMENT
	)	OF A JOINT INDUSTRIAL
COUNTY OF FLORENCE	)	AND BUSINESS PARK
COUNTY OF MARION	)	(PROJECT BOOMER)

---

This multi-county park agreement initially applies only to the following property located entirely in Marion County: (i) the Project Boomer Property, as more fully described on Exhibit A (Marion) hereto.

This multi-county park agreement does not initially apply to any property in Florence County.

More specific information on the property subject to the agreement, which can be expanded from time to time, may be found in the body of this agreement and in the exhibits.

---

This agreement for the development of a joint industrial and business park to be located within Florence County, South Carolina ("Florence County") and Marion County, South Carolina ("Marion County") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Florence County and Marion County (the "Agreement").

WITNESSETH:

WHEREAS, Florence County and Marion County are contiguous counties which, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, as well as Ordinance No. \_\_\_\_\_, adopted by Marion County Council on \_\_\_\_\_, 2015, and Ordinance No. \_\_\_\_\_ adopted by Florence County Council on \_\_\_\_\_, 2016 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Marion County and in Florence County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A (Marion) and Exhibit B (Florence) hereto, respectively; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption, in accordance with their agreements with the County where such property is located.

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

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

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

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Marion County, as further identified in Exhibit A (Marion) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Florence County and Marion County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property in the Park. As of the date of the Agreement, no property subject to the Agreement is located within the boundaries of a municipality.

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

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

the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

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

If property is in the Florence County portion of the Park:

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

If property is in the Marion County portion of the Park:

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

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

If property is in the Florence County portion of the Park:

(1)	Florence County	99%
(2)	Marion County	1%

If property is in the Marion County portion of the Park:

(1)	Florence County	1%
(2)	Marion County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Florence County and to Marion County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Florence County or Marion County by way of fees in lieu of taxes generated from property located within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all

taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

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

8. Fees in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as Amended. It is hereby agreed that the entry by Florence County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as amended ("Negotiated FILOT Agreements"), with respect to property located within the Florence County portion of the Park and the terms of such agreements shall be at the sole discretion of Florence County. It is further agreed that entry by Marion County into any one or more Negotiated FILOT Agreements with respect to property located within the Marion County portion of the Park and the terms of such agreements shall be at the sole discretion of Marion County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Florence County and Marion County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Florence County and Marion County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county. Notwithstanding

the foregoing, this Agreement may not be terminated to the extent that either Florence County or Marion County has outstanding commitments to any owner or lessee of property located in the Park requiring designation of such property as part of a multi-county industrial or business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), unless such County shall first (i) obtain the written consent of such owner or lessee or (ii) designate such parcel as part of another multi-county industrial or business park pursuant to the Act effective immediately upon termination of this Agreement.

IT IS HEREBY AGREED.

MARION COUNTY, SOUTH CAROLINA

Signature: \_\_\_\_\_  
Name: Buddy Collins  
Title: Chairman of County Council

ATTEST:

Signature: \_\_\_\_\_  
Name: Sabrina Davis  
Title: Clerk of County Council

FLORENCE COUNTY, SOUTH CAROLINA

Signature: \_\_\_\_\_  
Name: Roger M. Poston  
Title: Chairman of County Council

ATTEST:

Signature: \_\_\_\_\_  
Name: Connie Y. Haselden  
Title: Clerk of County Council

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EXHIBIT A

MARION COUNTY PROPERTY

PROJECT BOOMER PROPERTY

draft

EXHIBIT B

FLORENCE COUNTY PARCELS

None as of \_\_\_\_\_, 2016

draft

## FLORENCE COUNTY COUNCIL

January 21, 2016

**AGENDA ITEM:** Third Reading of Ordinance No. 19-2015/16

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

**OPTIONS:**

1. *(Recommended)* Approve Third Reading of Ordinance No. 19-2015/16.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy Of Proposed Ordinance No. 19-2015/16



Sponsor(s) : County Council  
 Introduction : November 19, 2015  
 Committee Referral :  
 Committee Consideration Date :  
 Committee Recommendation :  
 Public Hearing : December 10, 2015  
 Second Reading : December 10, 2015  
 Third Reading : January 21, 2016  
 Effective Date : Immediately

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

**ORDINANCE NO. 19-2015/16**

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

**[An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.]**

**WHEREAS:**

1. The South Carolina Department of Transportation is constructing various road projects in Florence County; and
2. The County of Florence owns fee-simple title to various tracts of land adjacent to said road projects and the South Carolina Department of Transportation requires a portion of the real property owned by Florence County to complete the construction of the road projects; and
3. S.C. Code Ann. §4-9-130, as amended, requires that any sale or lease or contract to sell or lease real property owned by the County be approved by a public hearing and adoption of an Ordinance.

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

**Section 1.** Florence County owns the following parcel of real property (approximately 0.010 of an acre) located within the South Carolina Department of Transportation Highway 51 Project Corridor:

TMS 00377-02-061

**Section 2.** The Florence County Administrator is authorized to negotiate the highest and best price for the parcel of land described in section 1 with the South Carolina Department of Transportation and to execute the appropriate legal documents to convey title and/or right-of-way to the South Carolina Department of Transportation for the amount of land necessary to complete the described road projects.

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

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

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

draft

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Third Reading of Ordinance No. 20-2015/16

**DEPARTMENT:** Administration  
Finance

**ISSUE UNDER CONSIDERATION:**

(An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond Of Florence County, South Carolina, 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. Since Council desired to begin levying millage for the new courthouse in FY2015/16 rather than waiting the three years proposed in the original model, this bond needs to be issued to make the first annual principle payment.
2. The installment purchase revenue bond is technically debt of the Florence County Public Facilities Corporation. Florence County will have to issue a one-year general obligation bond every year during the life of the installment purchase revenue bond in order to make the base rent payments to the Corporation.

**FUNDING FACTORS:**

1. This general obligation bond required a 1.1 mill increase in the Debt Service Fund millage rate for FY2015/16 and will require an additional 3.1 mill increase in FY2016/17.

**OPTIONS:**

1. *(Recommended)* Approve Third Reading of Ordinance No. 20-2015/16.
2. Provide An Alternate Directive.

**ATTACHMENT:**

1. Copy of Ordinance No. 20-2015/16

Sponsor(s)	: Finance	I, _____,
First Reading	: November 19, 2015	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: N/A	Public Hearing on _____.
Committee Recommendation	: N/A	
Public Hearing	: December 10, 2015	
Second Reading	: December 10, 2015	
Third Reading	: January 21, 2016	
Effective Date	: Immediately	

**ORDINANCE NO. 20-2015/16**

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

**AN ORDINANCE**

**TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLAR (\$1,950,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA, 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.**

*draft*

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- Exhibit C – Form of Notice of Sale

BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

**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:

As of June 1, 2015, the County entered into a Base Lease Agreement (the "Base Lease") and a Public Facilities Purchase and Occupancy Agreement (the "Facilities Purchase Agreement") with Florence County Public Facilities Corporation, a South Carolina nonprofit corporation (the "Corporation"). Pursuant to the Base Lease, the County leased certain real property to the Corporation. In consideration therefor, the County was paid upon the execution thereof the sum of \$3,106,831.90 as rent.

Pursuant to the Facilities Purchase Agreement, the facilities subject to the Base Lease are being developed, financed, acquired, designed, equipped and constructed and made available for use by the County for a new County Judicial Center (the "Judicial Facilities"). The Facilities Purchase Agreement further provides for the payment by the County on a semi-annual basis of a portion of the purchase price of the Judicial Facilities ("Base Payments"). By the making of Base Payments to the Corporation, the County acquires an undivided interest in the Judicial Facilities. Upon the making of the final scheduled Base Payment under the Facilities Purchase Agreement, the County will have purchased all interest of the Corporation in the Judicial Facilities and will own the same outright.

The Corporation has, pursuant to the terms of a Trust Agreement between it and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") of the Corporation's \$42,000,000 Installment Purchase Revenue Bonds (Judicial Center Project), Series 2015 (the "Revenue Bond"), assigned its right to receive Base Payments, as defined in the Facilities Purchase Agreement, to the Trustee. The Base Payments have been calculated to yield the exact amount due by way of principal and interest on the Revenue Bond.

The County's installments of Base Payments falling due in Calendar Year 2016, which payments fall due on April 1, 2016 and October 1, 2016, amount to a total of approximately \$1,912,025. The County has determined to adopt this ordinance to authorize the issuance of a general obligation bond of the County to provide funds with which to pay the net Base Payment due under the Facilities Purchase Agreement in Calendar Year 2016 and costs of issuance of such bond.

Section 1.02 Recital of Applicable Constitutional Provisions.

The Council is advised that the assessed value of all taxable property in the County for the year 2014, excluding property subject to a fee-in-lieu of ad valorem property taxes, will amount to \$446,736,262. Accordingly, the eight percent general obligation debt limit of the County as established by Section 14 of Article X of the South Carolina Constitution amounts to not less than the sum of \$35,738,900. As of the date of issuance of the bond authorized hereby, the County will have outstanding and chargeable against the debt limit general obligation bonded indebtedness in the amount of \$10,245,000. The County is therefore permitted under Section 14 of Article X of the South Carolina Constitution to issue the proposed general obligation bonds in order to raise the required sum, not to

exceed \$1,950,000, and under the provisions of said Section 14 of Article X of the South Carolina Constitution and of Act No. 113 of the 1999 Acts of the General Assembly of the State of South Carolina (now codified as Sections 11-27-10 through 11-27-100, Code of Laws of South Carolina, 1976) may do so without the necessity of holding an election.

Section 1.03 Holding of Public Hearing.

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. Such public hearing has been duly held by Council prior to third reading of this Ordinance.

Section 1.04 Notice Pursuant to Section 11-27-40.

The Council is mindful of the fact that Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), applies to the provisions of this Ordinance. In the event that the Chairman determines in his sole discretion that it is necessary to proceed as soon as possible to issue and deliver the bond authorized hereby, the County may avail itself of the provisions of Paragraph 8 of Section 11-27-40 of the S.C. Code. In such case, notice shall be published in substantially in the form attached hereto as Exhibit A.

\* \* \*  
draft



## ARTICLE II

### DEFINITIONS AND AUTHORITY

#### Section 2.01    Definitions.

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

“Judicial Facilities” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Authorized Investments” means any securities which are authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina, 1976, as now and as may be hereafter amended.

“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.

“Base Payments” shall have the meaning given thereto in Section 1.01 of this Ordinance.

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

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

“Bond Payment” means the payments of principal of and interest on the Bond.

“Bond Payment Date” means March 1, 2017.

“Clerk to Council” means the Clerk to the County Council of the County.

“Code” means the Internal Revenue Code of 1986, as amended.

“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.

“County Administrator” means the County Administrator of Florence County.

“County Auditor” means the County Auditor of Florence County.

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

“Enabling Act” means Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly.

“Facilities” means the facilities financed with the proceeds of the Revenue Bond.

“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.

“Ordinance” shall mean this ordinance of the 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.

“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 February 15, 2017.

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

“Revenue Bond” means the \$42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bond, Series 2015, dated June 30, 2015.

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 with which to make Base Payments and pay other costs identified in Section 1.01 of this Ordinance, there shall be issued a not exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) general obligation bond of the County, to be styled "General Obligation Bond, Series 2016." The County Administrator shall determine the actual amount of the Bond, not to exceed \$1,950,000, in his sole discretion in order to accomplish the purposes of this Ordinance.

#### 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 to the Bond Payment Date. The Bond shall mature as to principal and interest, without privilege of early redemption, on the Bond Payment Date.

#### 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 Payment shall be payable to the Person appearing on the 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. The Bond Payment shall be made on or after the Bond Payment Date upon the presentation and surrender for cancellation of the Bond at the office of the County Treasurer, provided, however, that the County Administrator may, upon advice of bond counsel, elect to waive presentation and surrender if requested by the purchaser of the Bond, in which case the Bond Payment shall be paid by check, draft or wire transfer as determined by the County Treasurer.

#### 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 the Clerk to Council 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 Ordinance.

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 (acting through the Clerk to Council), 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 Ordinance.

(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 Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be 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, and there shall be levied an ad valorem tax upon all taxable property

located within the County 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 County Auditor and the County Treasurer shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the County 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.

\* \* \*

draft

ARTICLE IV  
REDEMPTION OF BOND

Section 4.01    Redemption of Bond.

The Bond shall not be subject to redemption prior to maturity.

\* \* \*

draft

ARTICLE V

SALE OF BOND

Section 5.01. Determination of Time to Receive Bids – Form of Notice of Sale

The Bond shall be sold at public sale at a price of not less than par. Bids for the Bond shall be received at such time on a date or dates to be selected by the Chairman of the Council. The Bond shall be advertised for sale in THE BOND BUYER, a financial journal published in the City of New York, or in THE STATE, by means of Notice of Sale 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 C attached hereto, together with such amendments thereto as deemed advisable by the Chairman of Council not inconsistent with this Ordinance, and the conditions of sale of the Bonds shall be as set forth in the Notice of Sale as shall be published prior to the sale of the Bonds; provided, however, that a summary notice of sale may be published in THE BOND BUYER or in THE STATE.

Section 5.02 Award of Bond

Unless all bids are rejected, the award of the Bond shall be made by the Chairman of the Council following the receipt of bids as provided in this Ordinance.

\* \* \*  
draft



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 expended and made use of by the County as follows:

(a) the amounts determined by the County Administrator, upon advice of the bond counsel, to be sufficient, including investment earnings thereon, to allow the County to pay the Base Payment on April 1, 2016 and October 1, 2016, taking into account all other amounts credited against payments of Base Payments, shall be paid to and held by the County Treasurer of Florence County and applied to payment of the Base Payment when due;

(b) the remaining proceeds shall be expended and made use of by the County to defray the costs of issuing the Bond. Pending the use of Bond proceeds, the same shall be invested and reinvested by the County Treasurer, in Authorized Investments. All earnings from such investments, if not required for payment of issuance costs, shall be applied to pay the interest due on the Bond on March 1, 2017.

(c) If any balance remains, it shall be held by the County Treasurer, in a special fund and used to effect the retirement of the Bond authorized by this Ordinance, or, if so provided by supplemental ordinance of the Council, expended for some other purpose lawful under the Enabling Act.

Provided, that neither the purchaser nor any 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 the Bond Payment Date 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 Payment.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the interest, if any, thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payment; 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 Payment on the Bond Payment Date, and interest earned from such reinvestments not required for the payment of the Bond Payment, may be paid over to the County, free and clear of any trust, lien or pledge.

\* \* \*

**ARTICLE VIII**  
**MISCELLANEOUS**

Section 8.01 Tax Covenants.

Council hereby covenants and agrees that the County will comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, compliance with which is required in order that interest on the Bond be and remain excludable from the gross income of the Holders for Federal income tax purposes. Council further covenants to file Internal Revenue Service form 8038-G at the time and in the place required therefor under the Code.

Section 8.02 Ability to Meet Arbitrage Requirement; Private Activity Limitations.

Careful consideration has been given to the time in which the expenditure of the proceeds of the Bond will be made, and it has been ascertained that all Bond proceeds will be expended within the limitations imposed by the Internal Revenue Code of 1986 as amended (the "Code"); accordingly the Council will be able to certify upon reasonable grounds that the Bond herein provided for is not an "arbitrage bond" within the meaning of Section 148 of the Code.

The Council hereby covenants to comply with all of the restrictions and requirements of the Code as its provisions are applicable to the Bond authorized herein in order that such bond shall be and remain exempt from federal income taxation. Without limiting the generality of the foregoing, the Council specifically covenants that:

(a) 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.

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

(c) The County is not a party to nor will any of them enter into any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13, as modified by the Code or subsequent pronouncements by the Internal Revenue Service, or the County obtains the opinion of Bond Counsel that such arrangement will not adversely affect the tax exemption of the Bond.

(d) The County will not sell or lease the Improvements or any property financed or refinanced by the Bond to any person unless the County obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Bond.

(e) 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 Improvements and shall not enter into any such leases or contracts unless the County obtains the opinion of Bond Counsel that such action will not affect the tax exemption of the Bond.

Section 8.03 Severability of Invalid Provisions.

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 8.04 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 8.05 Continuing Disclosure.

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 8.05 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 8.06 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 8.07 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 1.03 hereof. In the absence of any officer of the 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 8.08 Effective Date of Ordinance.

This Ordinance shall take effect immediately and no further authorization is required to execute and deliver all documents and certificates required to effect the sale, issuance and delivery of the Bonds. This Ordinance shall be construed liberally to effect the intent of Council.

ATTEST:

\_\_\_\_\_  
Connie Y. Haselden, Clerk to County Council

\_\_\_\_\_  
Roger M. Poston, Chairman

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

draft

**NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLAR (\$1,950,000) GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA, 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."**

Notice is hereby given that by Ordinance effective \_\_\_\_\_, 2016, Florence County Council, the governing body of Florence County, South Carolina, adopted an ordinance providing for the issuance of a not exceeding One Million Nine Hundred Fifty Thousand Dollar (\$1,950,000) General Obligation Bond, Series 2016 (the "Bond"). The Bond will be a general obligation of Florence County, secured by the full faith, credit and taxing power thereof, payable by way of an ad valorem tax on all taxable property within the County.

Notice is further given that the provisions of Section 4-9-1220, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable, unless as provided by paragraph 8 of Section 11-27-40 of the Code of Laws of South Carolina, 1976, notice of intention to seek such a referendum signed by not less than five qualified electors shall be filed with the Clerk of Court for Florence County and with the Clerk to Florence County Council within twenty (20) days from the date of publication of this Notice.

By order of Florence County Council, South Carolina.

Chairman, Florence County Council,  
South Carolina

draft

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE  
GENERAL OBLIGATION BOND, SERIES 2016

No. 1

Interest Rate  
\_\_\_\_\_%

Maturity Date  
March 1, 2017

Original Issue Date  
\_\_\_\_\_, 2016

Registered Holder:

Principal Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

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.

This Bond is issued in the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for purposes authorized by and pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Sections 4-15-10 through 4-15-180, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of the County (the "Ordinance"). This Bond shall not be subject to redemption prior to maturity.

The principal and interest on this Bond shall be due and payable on March 1, 2017 (the "Bond Payment Date") and shall be payable (upon presentation of this Bond at the office of the County Treasurer of the County) (by check, draft of wire transfer as directed by the Holder hereof). This Bond shall bear interest at the rate of \_\_\_\_\_ per centum (\_\_\_\_%) per annum calculated on the basis of a 360 day year consisting of twelve 30 day months, from \_\_\_\_\_, 2016. The Bond Payment 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.

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 Florence County Council.

This Bond is payable from a tax levied on all taxable property within the 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.

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.

draft

FLORENCE COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Chairman, Florence County Council,  
South Carolina

ATTEST:

\_\_\_\_\_  
Clerk to Florence County Council,  
South Carolina

CERTIFICATE OF AUTHENTICATION

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

Clerk to Council, as Registrar



By: \_\_\_\_\_

Date of Authentication: \_\_\_\_\_, 2016.

draft

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

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

Custodian \_\_\_\_\_  
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

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 the \_\_\_\_\_ 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: \_\_\_\_\_

draft

\_\_\_\_\_  
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.

OFFICIAL NOTICE OF SALE

**\$1,950,000  
GENERAL OBLIGATION BOND, SERIES 2016,  
OF FLORENCE COUNTY, SOUTH CAROLINA**

*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 1:00 p.m. (local time) on

\_\_\_\_\_, \_\_\_\_\_, 2016

at which time said proposals will be publicly opened in the Office of the County Administrator, Florence County Complex, 180 North Irby Street, Florence, South Carolina 29501, for the purchase of \$1,950,000 GENERAL OBLIGATION BOND, SERIES 2016, OF FLORENCE COUNTY, SOUTH CAROLINA (the "Bond").

*Details of the Bond:* The Bond will be dated as of the date of delivery, which is expected to be on \_\_\_\_\_, 2016, and will bear interest from the date thereof, payable in a single installment of principal and interest on March 1, 2017. 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 Corporate Trust Office of the Registrar and Paying Agent of the Bonds.

*Optional Redemption:* The Bond shall not be subject to redemption prior to maturity.

*Bid Requirements:* Bidders shall specify a single fixed rate of interest which the Bond shall bear. A bid for less than the entire Bond or a bid at a price less than par will not be considered.

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.

*Award of Bond:* The Bond will be awarded to the bidder offering to purchase the Bond at the lowest net interest cost (NIC) to the County. Any fees or charges proposed by a bidder to be paid by the County shall be treated as interest for purposes of the preceding sentence. Tie bids will be resolved by the flip of a coin. The Board reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 4:00 p.m., South Carolina time, on the date of the sale.

*Bid Submission:* The Bond will be sold only to a financial institution for the purpose of investment. Financial institutions desiring to submit a bid to purchase the Bond for the purpose of investment may submit bids via email to [traudt@firsttryon.com](mailto:traudt@firsttryon.com). The Bond will be issued as a single Bond, without CUSIP identification.

*Investment Letter Required:* The successful bidder for the Bond must execute a letter addressed to the County and Bond Counsel acknowledging, among other things, that (1) the purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the County and the Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Bond, and the security

therefor, and other material factors affecting the security for and payment of the Bond (2) the purchaser had an opportunity to make appropriate inquiries of and receive answers from officials, employees, agents and attorneys of the County; (3) the purchaser has knowledge and experience in financial and business affairs and that it is capable of evaluating the merits and risks of the purchase of the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property at all times be under its control) within the meaning of the Federal securities laws; (5) the purchaser is acquiring the Bond solely for its own account and no other undisclosed person now has any direct or indirect ownership or interest therein; (6) the purchaser understands that the Bond (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any rating service; and (7) the purchaser understands that the scope of engagement of Haynsworth Sinkler Boyd, P.A., as Bond Counsel to the County with respect to the Bond has been limited to matters as set forth in its opinion based on its view of such legal proceedings as it deems necessary to approve the validity of the Bond and the tax-exempt status of interest thereon (the "Letter of Representations"). The purchaser will also be required to covenant that it will not voluntarily dispose of all or any portion of the Bond unless it procures from each assignee thereof representations and covenants in form and content the same as those made by the purchaser.

*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 a tax, without limit, on all taxable property in the County 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 with which to pay the net Base Payment due in calendar year 2016 under the Public Facilities Purchase and Occupancy Agreement, dated as of June 1, 2015, between the County and the Florence County Public Facilities Corporation and costs of issuance of such 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 \_\_\_\_\_, 2016, 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 Yokim, County Finance Director, Florence County, 180 North Irby Street, Florence, South Carolina 29501 (telephone (843) 665-3013); Benjamin T. Zeigler, Esquire, Haynsworth Sinkler Boyd, P.A., 135 South Dargan Street, Florence, South Carolina 29506 (telephone (843) 669-6002); or Tyler Traudt, First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, NC 28204 (telephone (704) 831-5035).

*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, or other electronic information service.*

County Administrator  
Florence County, South Carolina

draft

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned, Clerk of the Florence County Council, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that all/a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the adoption of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_ day of \_\_\_\_\_, 2016.

(Seal)

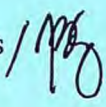
\_\_\_\_\_  
Clerk, Florence County Council

First reading: November 19, 2015  
Second reading: December 10, 2015  
Third reading: January 21, 2016  
Public Hearing: December 10, 2015

draft

**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, January 21, 2016**

**AGENDA ITEM:** Ordinance No. 38-2014/15  
Second Reading Deferral

**DEPARTMENT:** Planning and Building Inspections / 

**ISSUE UNDER CONSIDERATION:**

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, Jefferies Creek, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of RU-1, Rural Community District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

**OPTIONS:**

1. *(Recommended)* Defer Second Reading of Ordinance No. 38-2014/15.
2. Provide An Alternate Direction.

**ATTACHMENTS:**

1. Ordinance No. 38-2014/15 (title only)
2. Location Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	:	Council Clerk, certify that
Planning Commission Public Hearing	:	this Ordinance was
Planning Commission Action	:	advertised for Public Hearing
First Reading/Introduction	: June 18, 2015	on _____.
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 38-2014/15**

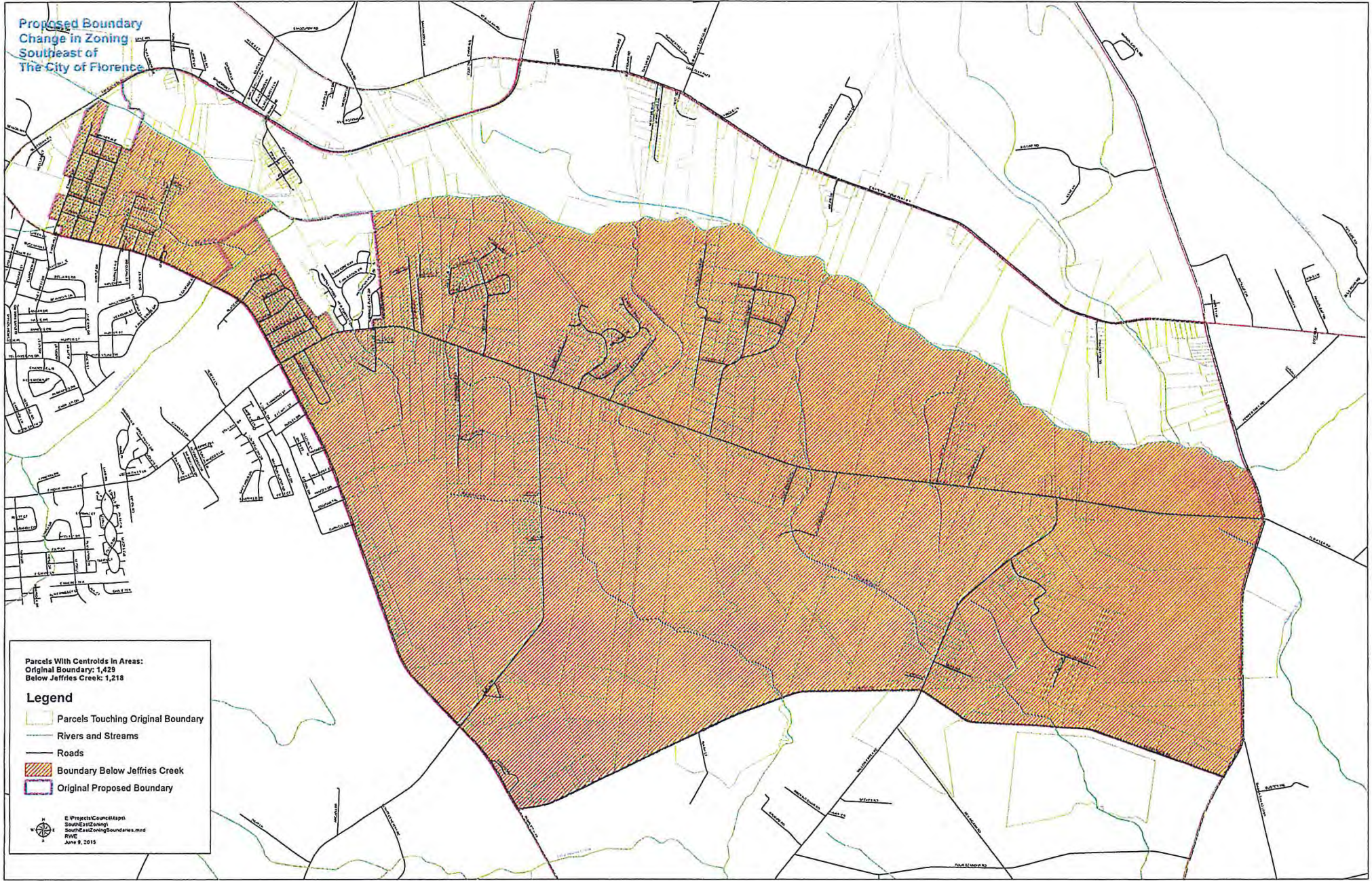
**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, Jeffries Creek, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of RU-1, Rural Community District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]**

draft



Proposed Boundary  
Change in Zoning  
Southeast of  
The City of Florence



**FLORENCE COUNTY COUNCIL MEETING**  
**Thursday, January 21, 2016**

**AGENDA ITEM:** Ordinance No. 21-2015/16  
Second Reading

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

**[An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 & 086; Consisting Of Approx. 3.40 Acres From Single Family Residential District (R-3) To General Commercial District (B-3); And Other Matters Related Thereto.]**

*(Planning Commission approved 6-0; Council District 5)*

**POINTS TO CONSIDER:**

1. The subject property is currently zoned Single Family Residential District (R-3).
2. Surrounding land uses consist of Single-Family Residential and Mobile Homes and Vacant Land,
3. Currently, the subject property is located in a Suburban Development area according to the Comprehensive Plan Land Use Map. The Suburban Development designation allows commercial development; therefore, the request for the map amendment to General Commercial District (B-3) is consistent with the Comprehensive Plan Future Land Use Map,

**OPTIONS:**

1. *(Recommended)* Approve As Presented.
2. Provide An Alternate Directive.

**ATTACHMENTS:**

1. Ordinance No. 21-2015/16
2. Staff report for PC#2015-21
3. Location Map
4. Zoning Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: November 17, 2015	Council Clerk, certify that
Planning Commission Public Hearing	: November 17, 2015	this Ordinance was
Planning Commission Action	: November 17, 2015 [Approved 6-0]	advertised for Public
First Reading/Introduction	: December 10, 2015	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: January 21, 2016	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 21-2015/16**

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

**[An Ordinance To Rezone Property Owned By John P. And Betty M. Gause, Harvey L. And Stephanie Frierson Located On Alligator Road, Florence, As Shown On Florence County Tax Map Number 00126, Block 01, Parcels 085 and 86; Consisting Of Approx. 3.40 Acres From Single Family Residential District (R-3) To General Commercial District (B-3); And Other Matters Related Thereto.]**

**WHEREAS:**

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on November 17, 2015.

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

1. Property located on Alligator Road, Florence, bearing Tax Map Number 00126, Block 01, Parcels 085 and 086 is hereby rezoned to General Commercial District (B-3).
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Roger M. Poston, Chairman

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

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, November 17, 2015  
PC#2015-21**

**SUBJECT:** Map Amendment request from Single Family Residential District (R-3) to General Commercial District (B-3).

**LOCATION:** Alligator Road, Florence, SC

**TAX MAP NUMBER:** 00126, Block 01, Parcels 085 & 086

**COUNCIL DISTRICT(S):** 5; County Council

**OWNER OF RECORD:** John P. and Betty M. Gause, Harvey L. and Stephanie Frierson

**APPLICANT:** Arnold J. Smith

**LAND AREA:** 3.40 Acres

**WATER /SEWER AVAILABILITY:** Water: City of Florence  
Sewer: Septic Tank System

**ADJACENT WATERWAYS/  
BODIES OF WATER:** None

**FLOOD ZONE:** Flood Zone: X

**SURROUNDING LAND USE:**

North: Single-Family Residential District/Vacant Land/ R-3/Florence County  
South: Single-Family Residential District/Mobile Homes/Vacant Land/ R-1/R-3/  
Florence County  
West: Single-Family Residential District/ Vacant Land/R-3/B-3/Florence County  
East: Single-Family Residential District/Vacant Land/R-1/Florence County

**STAFF RECOMMENDATION:**

Approve as submitted

## **STAFF ANALYSIS:**

### **Existing and Proposed Zoning:**

A commercial structure is located on Tax Map Number 00126, Block 01, Parcel 086, with the other subject parcel being vacant. Both parcels are currently zoned Single Family Residential District (R-3). The applicant has requested a map amendment to General Commercial District (B-3). The subject parcels are adjacent to a General Commercial District (B-3).

### **Florence County Comprehensive Plan:**

Currently, the subject properties are located in a Suburban Development area according to the Comprehensive Plan Future Land Use Map. A Suburban Development designation allows commercial development; therefore, the request for the map amendment to General Commercial District (B-3) is consistent with the Comprehensive Plan Future Land Use Map.

### **Chapter 30-Zoning Ordinance:**

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

### **ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY, Section 30-2. - Purpose of districts.**

Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

#### **Residential districts:**

Single-Family Residential District (R-3): the intent of this district is to foster, sustain and protect areas in which the principal use of land is for single-family dwellings and related support uses.

#### **Business districts:**

General Commercial District (B-3): the intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and the larger region in which it holds a central position.

#### **Traffic Review:**

Present access to the parcels is by way of Alligator Road. The map amendment for these parcels could have a minimal effect on traffic flow in the area.

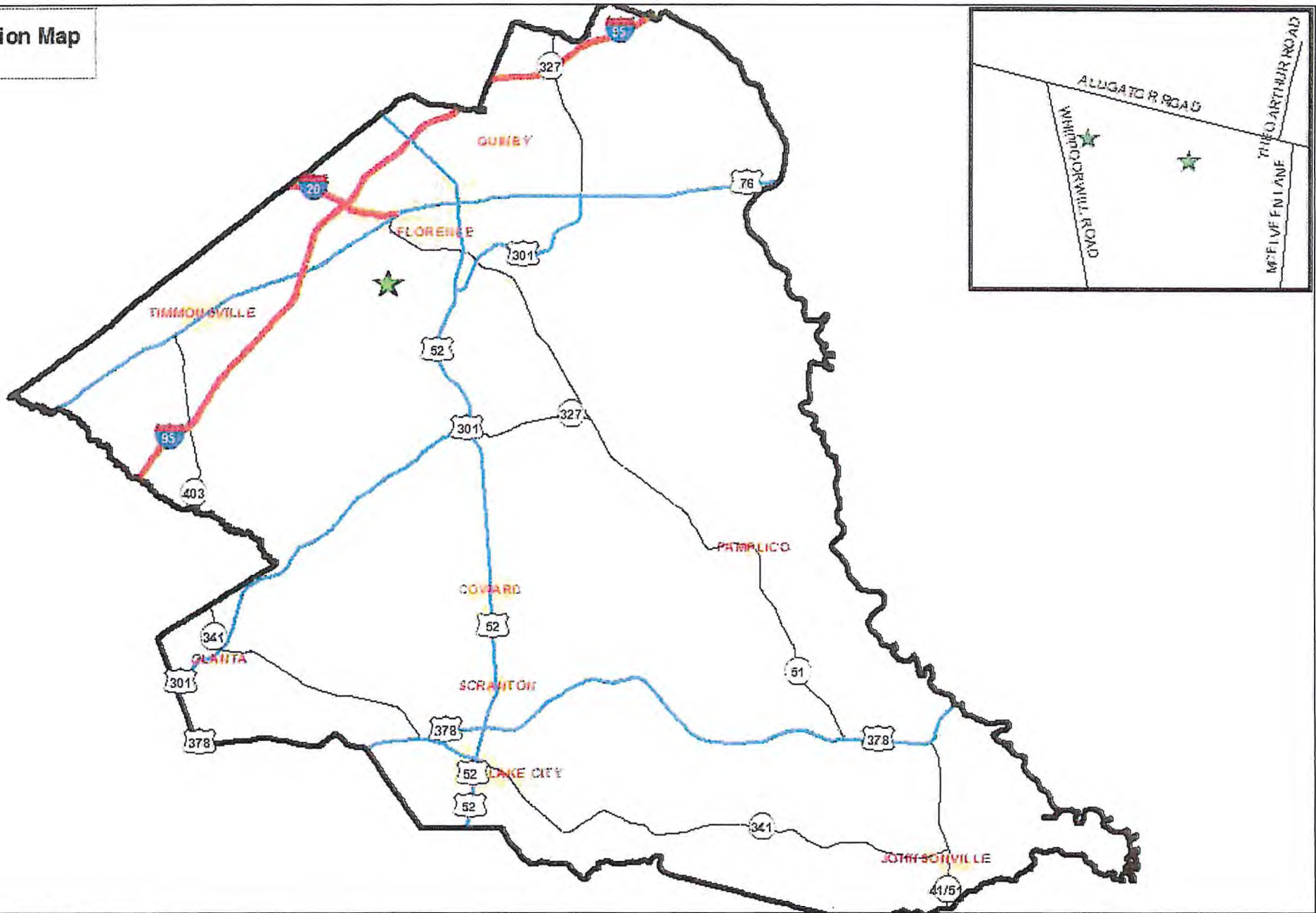
#### **Florence County Planning Commission Action: November 17, 2015**

The six Planning Commission members present approved the request unanimously at the meeting held on November 17, 2015.

#### **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 parcel located on Alligator Road, Florence, SC from Single Family Residential District (R-3) to General Commercial District (B-3).

Location Map



0 1.5 3 4.5 6 Miles



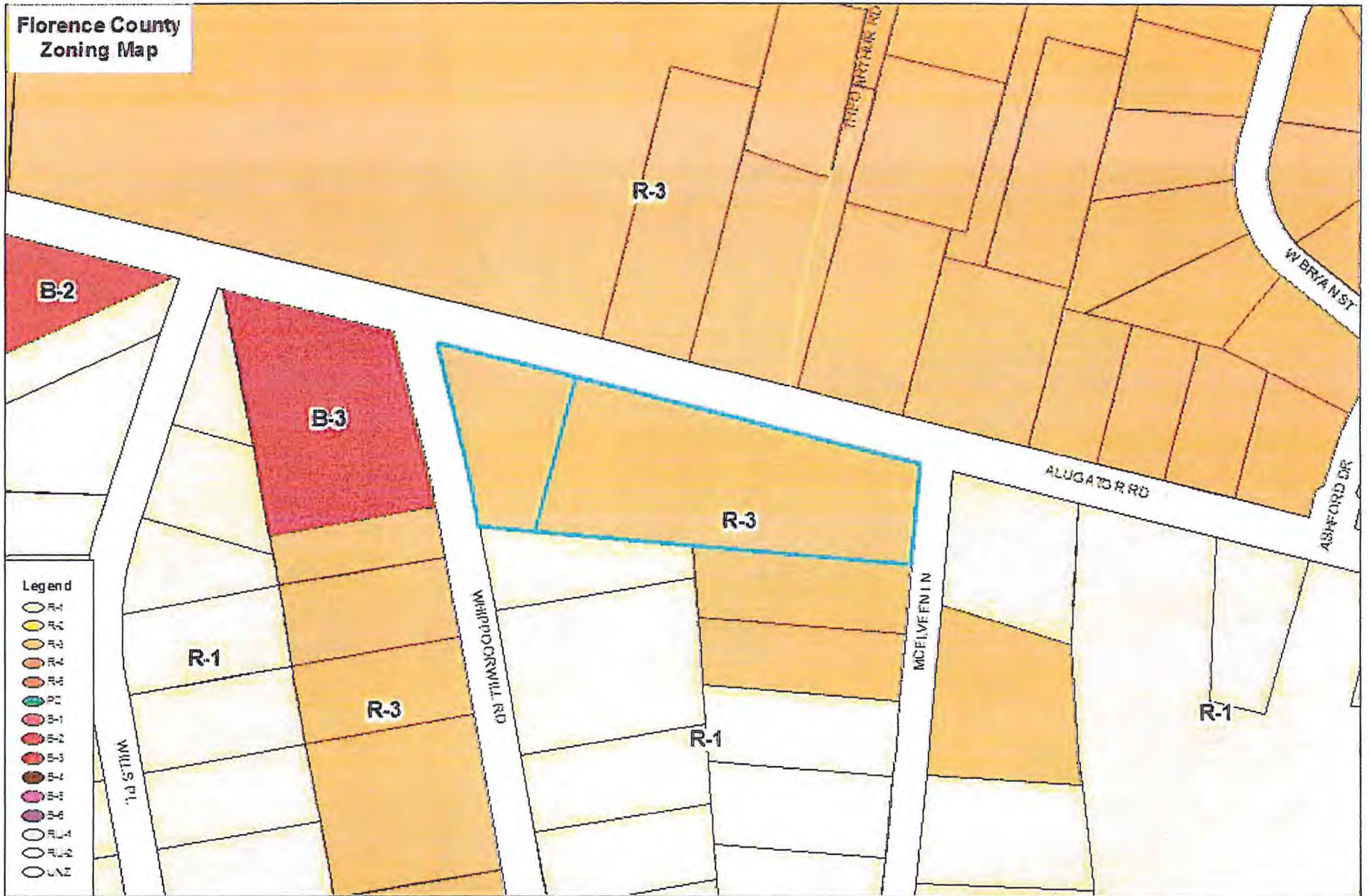
-93-

Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
2015-10-20



**Council District(s): 5**  
**PC#2015-21**

**Florence County  
Zoning Map**



- Legend**
- R-1
  - R-2
  - R-3
  - R-4
  - R-5
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  - R-99
  - R-100

0 100 200 400 Feet

Map Prepared by: RWE  
 Copyright 2010: Florence County Planning  
 & Building Inspections Department  
 Geographic Information Systems  
 2015-10-20



**Council District(s): 5  
 PC#2015-21**

2015 Aerial



0 100 200 400 Feet

Map Prepared by: RWE  
Copyright 2010: Florence County Planning  
& Building Inspections Department  
Geographic Information Systems  
2015-10-20



Council District(s): 5  
PC#2015-21



## FLORENCE COUNTY COUNCIL MEETING

Thursday, January 21, 2016

**AGENDA ITEM:** Ordinance No. 22-2015/16  
Second Reading

**DEPARTMENT:** Planning and Building Inspections



**ISSUE UNDER CONSIDERATION:**

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.] (*Planning Commission approved 6-0: All Council Districts*)

**POINTS TO CONSIDER:**

1. As the economy continues to improve, new commercial development requests have been submitted for review and approval.
2. A request has been received for an Auto repair & maintenance business on a parcel that is currently zoned Office and Light Industrial District (B-5). This land use is not permitted in a B-5 zoning district.
3. The Auto repair & maintenance and Other repair categories are permitted in the General Commercial (B-3) and Central Commercial (B-4) Districts, which have less restrictions than the (B-5) district.
4. Similar uses permitted in the (B-3) district are permitted in the (B-5) district currently in Chapter 30 of the Florence County Code of Ordinances.

**OPTIONS:**

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

**ATTACHMENTS:**

1. Ordinance No. 22-2015/16 w/markup shown
2. Staff Report for PC#2015-22

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: November 17, 2015	Council Clerk, certify that this
Planning Commission Public Hearing	: November 17, 2015	Ordinance was advertised for
Planning Commission Action	: November 17, 2015	[Approved: 6-0] Public Hearing on _____
First Reading/Introduction	: December 10, 2015	
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: January 21, 2016	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 22-2015/16**

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

**[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration); And Other Matters Related Thereto.]**

**WHEREAS:**

1. As the economy continues to improve, new commercial development requests have been submitted for review and approval; and
2. A request has been received for an Auto repair & maintenance business on a parcel that is currently zoned Office and Light Industrial District (B-5). This land use is not permitted in a B-5 zoning district; and
3. The Auto repair & maintenance and Other repair categories are permitted in the General Commercial (B-3) and Central Commercial (B-4) Districts, which have less restrictions than the (B-5) district; and
4. Similar uses permitted in the (B-3) district are permitted in the (B-5) district currently in Chapter 30 of the Florence County Code of Ordinances; and
5. The amendment procedure has been followed by the Florence County Planning Commission at a public hearing on November 17, 2015.

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

1. The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration) shall be amended as follows:

**ARTICLE II. – ZONING DISTRICT REGULATIONS**

**DIVISION 1. – GENERALLY**

**Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts**

**Sector 81: Other Services (except Public Administration)**

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	NP	N	C	N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N	N	None
Other repair (section 30-103)	8112-4	N	P	P	P	NP	P	C	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N	N	1.0 per 300 s.f. GFA
Personal & laundry services	812									
Personal care services	8121	N	P	P	P	N	N	P	N	2.5 per chair basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal,	813	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
professional, political, civic, business organizations										

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

ATTEST:

\_\_\_\_\_  
 Connie Y. Haselden, Council Clerk

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

SIGNED:

\_\_\_\_\_  
 Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

draft

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
November 17, 2015  
PC#2015-22**

**SUBJECT:** [Request For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration)].

**APPLICANT:** Florence County Planning and Building Department

**STAFF RECOMMENDATION:**  
Approve as submitted

**Staff Analysis:**

As the economy continues to improve, new commercial development requests have been submitted for review and approval.

A request has been received for an Auto repair & maintenance business on a parcel that is currently zoned Office and Light Industrial District (B-5). This land use is not permitted in a B-5 zoning district.

The Auto repair & maintenance and Other repair categories are permitted in the General Commercial (B-3) and Central Commercial (B-4) Districts, which have less restrictions than the (B-5) district.

Similar uses permitted in the (B-3) district are permitted in the (B-5) district currently in Chapter 30 of the Florence County Code of Ordinances.

Therefore, the Florence County Code of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts, Sector 81: Other Services (except Public Administration) shall be amended as follows:

**ARTICLE II. – ZONING DISTRICT REGULATIONS**

**DIVISION 1. – GENERALLY**

**Section 30-29. – Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts**

**Sector 81: Other Services (except Public Administration)**

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	NP	N	C	N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N	N	None
Other repair (section 30-103)	8112-4	N	P	P	P	NP	P	C	N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N	N	1.0 per 300 s.f. GFA
Personal & laundry services	812									
Personal care services	8121	N	P	P	P	N	N	P	N	2.5 per chair basin
Tattoo facilities (section 30-113)	812199	N	N	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	1.0 per 1,000 s.f. GFA

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-2	Off-Street Parking Requirements
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	None
Sexually oriented business (section 30-105)	81299	N	N	C	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA

**Florence County Planning Commission Action: November 17, 2015**

The six Planning Commission members present approved the request unanimously at the meeting held on November 17, 2015.

**Florence County Planning Commission Recommendation**

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts, Sector 81: Other Services (Except Public Administration).

**FLORENCE COUNTY COUNCIL MEETING**  
**January 21, 2016**

**AGENDA ITEM:** Second Reading of Ordinance No. 23-2015/16

**DEPARTMENT:** Economic Development Partnership

**ISSUE UNDER CONSIDERATION:**

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. (The "Company"); And Other Matters Relating Thereto.)

**OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 23-2015/16
2. Provide An Alternate Directive

**ATTACHMENT:**

1. Copy of proposed Ordinance No. 23-2015/16 and associated Fee Agreement



Sponsor(s)	: Economic Development	
First Reading/Introduction	: December 10, 2015	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Reconsideration	: N/A	Public Hearing on _____, 2016.
Public Hearing	: January 21, 2016	
Second Reading	: January 21, 2016	
Third Reading	:	
Effective Date	: Immediately	

**ORDINANCE NO. 23-2015/16**

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

**An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina (The "County") And Carbon Conversions, Inc. (The "Company"); And Other Matters Relating Thereto.**

**WHEREAS:**

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to provide certain benefits thereunder through which industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize 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 provided locally; and to covenant with such industries to identify certain of their properties as economic development property and to accept certain fee in lieu of ad valorem tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments pursuant to the Act, with respect to a project; and
2. The County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and
3. In accordance with such findings and determinations and in order to induce Carbon Conversions, Inc., a company duly qualified to transact business in South Carolina, and known to County Council at the time of enactment of this Ordinance (referred to hereinafter as the "Company") to locate the Project (as defined below) in the County, the County Council adopted a Resolution on December 10, 2015 (the "Inducement Resolution") which authorized the execution of an Inducement and Millage Rate Agreement dated December 10, 2015 (the "Inducement Agreement"), pursuant to which the County agreed to provide the negotiated FILOT with respect to the Project; and

4. The Company has requested the County to participate in executing a fee in lieu of tax agreement, which includes provision for the grant of an infrastructure tax credit, in the form of a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain land, expansions to buildings and other structures thereon or therein, machinery, equipment, fixtures and furnishings for the purpose of the operation of such facilities related to the business and other legal activities of the Company and its affiliates (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and
5. The Project involves a minimum capital investment by the Company in the County of at least \$2,500,000; and
6. The County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and
7. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and
8. It appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED by the County Council of Florence County, South Carolina, as follows:**

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate a facility in the State and the acquisition and installation by the Company of various machinery, equipment, furnishings and fixtures all as a part of the Project to be utilized for the purpose of its manufacturing operations, is hereby authorized, ratified and approved.

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

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

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement are incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

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

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

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

(h) The Fee Agreement will require the Company to make certain reimbursements to the County and otherwise use the benefits provided for therein if the Company should fail to achieve the investment threshold set forth in the Fee Agreement; and

(i) The benefits of the Project will be greater than the costs.

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

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

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

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

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
Roger M. Poston, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

draft

**FEE AGREEMENT**

between

**FLORENCE COUNTY, SOUTH CAROLINA**

and

**CARBON CONVERSIONS, INC.**

Dated as of \_\_\_\_\_, 2016

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FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of \_\_\_\_\_, 2016, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Florence County Council (the "County Council") as the governing body of the County, and CARBON CONVERSIONS, INC. (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a South Carolina corporation (the "State") and known to the County Council at the time of execution of this Fee Agreement.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with manufacturing entities meeting the requirements of such Act which identifies certain property of such manufacturers as economic development property to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or

taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement and Millage Rate Agreement dated December 9, 2015 (the “Inducement Agreement”) between the County and the Company, which was authorized by a Resolution adopted by the County Council on December 9, 2015, (the “Inducement Resolution”), the Company proposes to establish and construct a new commercial facility (the “Facility”) located within the County, which would consist of the expansion, addition, construction, installation, improvement, design and engineering of certain real properties and improvements located within the County of certain machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith for the operation of such facilities related to the business and other legal activities of the company and its subsidiaries and affiliates (collectively, the “Project”). The Project in the County would involve an initial investment of at least \$2,500,000, which is sufficient to qualify the Project for the benefits provided by the Act.

Pursuant to an Ordinance adopted on \_\_\_\_\_, 2016 (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a sponsor and the property comprising the Project as economic development property under the Act.

NOW, THEREFORE, FOR 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 of the County:

ARTICLE I

DEFINITIONS

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. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President or other executive officer. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

Chairman:

“Chairman” shall mean the Chairman of the County Council of Florence County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

Company:

“Company” shall mean Carbon Conversions, Inc. a South Carolina corporation duly qualified to transact business in the State of South Carolina, and its subsidiaries, affiliates and permitted successors and assigns.

County:

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

County Administrator:

“County Administrator” shall mean the County Administrator of Florence County, South Carolina.

County Council:

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

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) 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 4.7 of this Fee Agreement, (ii) a casualty to

the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste

Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Facility:

“Facility” shall mean the Company’s distribution and office facility in Florence County, South Carolina.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

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

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2016 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed; provided a later date may be agreed to by the County pursuant to Section 12-44-30(13) of the Act.

Net Fee Payments:

“Net Fee Payments” shall mean the Fee Payments retained by the County taxing entities during the Qualifying Period under the Agreement.

Phase:

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

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project the day twenty years after the date each such Phase of the Project becomes subject to the terms of this Fee Agreement; provided, however, that in the event such twentieth anniversary date does not fall on December 30, the Term with respect to such Phase shall be extended to the December 30 immediately following such anniversary date. Anything contained herein to the contrary

notwithstanding, the last Phase Termination Date shall be no later than December 30 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under the Act, as amended.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used by the Company and which shall constitute expansions construction of and to the Facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; 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:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in

its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c) of this Fee Agreement.

Replacement Property:

“Replacement Property” shall mean 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 treated as a Removed Component under Section 4.7 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.

State:

“State” shall mean the State of South Carolina.

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

Draft

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company 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 by the provisions of the Act 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) Based on the representations of the Company, 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 duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate restriction or 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 commercial facility and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of conducting research and development and manufacturing activities involving carbon fiber as a principal component and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act have induced the Company to locate the Project within the County and the State.



(e) Inasmuch as at present the Company anticipates that the Cost of the Project will exceed \$2,500,000, the cost of the Project will exceed the minimum investment required by the Act.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County harmless from and against any and all Environmental Claims, except those resulting from the acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms of this Fee Agreement.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has leased, acquired, constructed and/or installed or made plans for the lease, acquisition, purchase, construction and/or installation of certain land,

improvements to buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project to be located at the Facility.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County shall be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South

Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act.

#### ARTICLE IV

##### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments to the County with respect to the Project in lieu of ad valorem taxes. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a “minimum investment” as defined under the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on each December 30 through the end of the Investment Period, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any 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 of Revenue 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 for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 30 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 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 30 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6%) percent 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 twenty-nine years thereafter.

Step 3: Using the millage rate applicable to the Project site on June 30, 2015 (which the parties understand to be 315 mills), determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments.

Step 4: Combine the annual payment for each Phase of the Project to determine the total annual payment in lieu of taxes to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 30, 2016 the cost or fair market value of the calendar year 2016 Phase of the Project is determined to be \$1,000,000 in personal property, the millage rate is 315 mills, the annual depreciation rate on personal property is eleven (11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual payments in lieu of taxes due hereunder would be determined as follows:

Step 1		Step 2	Step 3		
FMV Date	Property Value:		Payment	Payment Due Without Penalty On:	
12/30/16	\$890,000	X 6%	x 315 mills = \$16,821	1/15/18	
12/30/17	780,000	X 6%	x 315 mills = 14,742	1/15/19	
12/30/18	670,000	X 6%	x 315 mills = 12,663	1/15/20	
12/30/19	560,000	X 6%	x 315 mills = 10,584	1/15/21	
12/30/20	450,000	X 6%	x 315 mills = 8,505	1/15/22	
12/30/21	340,000	X 6%	x 315 mills = 6,426	1/15/23	
12/30/22	230,000	X 6%	x 315 mills = 4,347	1/15/24	
12/30/23	120,000	X 6%	x 315 mills = 2,268	1/15/25	
12/30/24	100,000	X 6%	x 315 mills = 1,890	1/15/26	
12/30/25	100,000	X 6%	x 315 mills = 1,890	1/15/27	
12/30/26	100,000	X 6%	x 315 mills = 1,890	1/15/28	
12/30/27	100,000	X 6%	x 315 mills = 1,890	1/15/29	
12/30/28	100,000	X 6%	x 315 mills = 1,890	1/15/30	
12/30/29	100,000	X 6%	x 315 mills = 1,890	1/15/31	
12/30/30	100,000	X 6%	x 315 mills = 1,890	1/15/32	
12/30/31	100,000	X 6%	x 315 mills = 1,890	1/15/33	
12/30/32	100,000	X 6%	x 315 mills = 1,890	1/15/34	
12/30/33	100,000	X 6%	x 315 mills = 1,890	1/15/35	
12/30/34	100,000	X 6%	x 315 mills = 1,890	1/15/36	
12/30/35	100,000	X 6%	x 315 mills = 1,890	1/15/37	
12/30/36	100,000	X 6%	x 315 mills = 1,890	1/15/38	
12/30/37	100,000	X 6%	x 315 mills = 1,890	1/15/39	
12/30/38	100,000	X 6%	x 315 mills = 1,890	1/15/40	
12/30/39	100,000	X 6%	x 315 mills = 1,890	1/15/41	
12/30/40	100,000	X 6%	x 315 mills = 1,890	1/15/42	

<u>Step 1</u>		<u>Step 2</u>	<u>Step 3</u>		
FMV Date	Property Value:		Payment		Payment Due Without Penalty On:
12/30/41	100,000	X 6%	x 315 mills =	1,890	1/15/43
12/30/42	100,000	X 6%	x 315 mills =	1,890	1/15/44
12/30/43	100,000	X 6%	x 315 mills =	1,890	1/15/45
12/30/44	100,000	X 6%	x 315 mills =	1,890	1/15/46
12/30/45	100,000	X 6%	x 315 mills =	1,890	1/15/47

Step 4:

The Company's first Fee Payment would be \$16,821, the second would be \$14,742, and so on.

Continuing this illustration, the Company would make its first payment in lieu of taxes for this Phase of the Project of \$16,821 by January 15, 2018 in order to avoid the application of any penalty. The Company would continue to make the annual payments in lieu of taxes for the 2016 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes and would make its last payment, which would be assessed as of December 30, 2047, without penalty by January 15, 2047.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that

such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company 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 did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and 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, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 [Intentionally Deleted]

Section 4.3 Cost of Completion

(a) At the same time that the Company files its annual property tax return (Form PT-300) with the South Carolina Department of Revenue, the Company shall furnish to the County Assessor, County Auditor and County Treasurer on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) In the event that the cost of completion of the Project has not exceeded Two Million Five Hundred Thousand Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation over (ii) the total amount of Fee Payments actually made by the Company with respect to the Project for tax years through and including the last year of the Investment Period.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall



be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, 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 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and

Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Thousand Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law. The County shall be responsible for allocating the payments in lieu of taxes among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "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; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines 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, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 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 shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may 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. 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 to the County under Section 4.1 hereof.

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

(d) Effect of Election. The Company's election under this Section 4.8 shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Section 4.3(b) hereof or other amounts then due and payable to the County under this Agreement.

Section 4.9 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 occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or (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; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. The Company's election under this Section 4.9 shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Section 4.3(b) hereof or other amounts then due and payable to the County under this Agreement.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence and maintain its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants; No Personal Liability. The Company releases the County including the members of the governing body of the County, and the elected officials, employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any liability whatsoever, including without limitation, liability under any environmental or other regulatory laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, including, but not limited to, reasonable attorney's fees, and claims arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default

on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses, including, but not limited to, reasonable attorney's fees, incurred in or in connection with any such claim or action or proceeding brought thereon.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity arising out of the same and all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that

the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state of the art” manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information concerning the Project; (ii) shall request or be entitled to inspect the Project or any property associated therewith, unless the County must do so in order to collect the fee payments due hereunder or to enforce applicable laws relating to the collection of

property taxes generally; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such clearly marked confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Plant or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 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 so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act, or any successor provision. No consent of the County to such assignment or subletting shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay (i) upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; (ii) indemnification payments under Section 4.11 hereof; or (iii) any of the County’s fees and expenses, including, those fees as set forth in Section 4.17 hereof;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company 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.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may 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 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 under this Fee Agreement.

Section 4.16 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 4.17 Reimbursement of Legal Fees and Expenses. The Company shall be responsible for and pay within thirty (30) days of receipt of notice thereof, all of the County's



reasonable fees and expenses, including attorney's fees, incurred in the preparation and delivery of this Fee Agreement. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.19 Wavier as to Section 12-44-55 Requirements. THE PARTIES WAIVE THE REQUIREMENTS OF SECTION 12-44-55 OF THE SOUTH CAROLINA CODE OF LAWS OF 1976, AS AMENDED.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Florence County, South Carolina  
180 North Irby Street  
Florence, SC 29501  
Attention: County Administrator

AS TO THE COMPANY: Carbon Conversions, Inc.  
150 Godley Morris Boulevard  
Lake City, SC 29560  
Attention: Rick Vine

WITH A COPY TO:  
Smith Moore Leatherwood LLP  
2 West Washington Street, Suite 1100  
Greenville, SC 29601  
Attention: Frank C. Williams III

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors

of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 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 with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

**Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE**

PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. Except for its obligations to make payments to the County as provided in Article IV hereof, which shall be paid as and when provided by the Act, 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 Company's reasonable control.

draft

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman 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 officers, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Roger M. Poston  
Chairman, County Council  
Florence, South Carolina

Attest:

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

draft

CARBON CONVERSIONS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

draft

**FLORENCE COUNTY COUNCIL MEETING**  
**January 21, 2016**

**AGENDA ITEM:** Deferral of Second Reading of Ordinance No. 24-2015/16

**DEPARTMENT:** Economic Development Partnership

**ISSUE UNDER CONSIDERATION:**

(An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.)

**POINTS TO CONSIDER:**

1. The attorney for Project Mirror requests Council defer second reading of this Ordinance pending further review of the associated documents.

**OPTIONS:**

2. *(Recommended)* Defer Second Reading of Ordinance No. 24-2015/16.
3. Provide An Alternate Directive.

**ATTACHMENT:**

1. Copy of proposed Ordinance No. 24-2015/16 title.

Sponsor(s) : County Council  
 Introduction : December 10, 2015  
 Committee Referral :  
 Committee Consideration Date :  
 Committee Recommendation :  
 Public Hearing :  
 Second Reading :  
 Third Reading :  
 Effective Date : Immediately

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

**ORDINANCE NO. 24-2015/16**

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

**[An Ordinance Authorizing (1) The Execution And Delivery Of A First Amendment To The Fee In Lieu Of Tax Agreement Between Florence County, South Carolina (The "County") And A Company Identified For The Time Being As Project Mirror, To Provide For Certain Special Source Credits In Connection With Additional Investment In Certain Manufacturing And Related Facilities In The County; And (2) Other Matters Relating Thereto.]**

draft



## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Boards & Commissions  
City-County Memorial Stadium Commission

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Re-Appointment Of Mack Dixon To Serve On The City-County Memorial Stadium Commission With Appropriate Expiration Term.

**ATTACHMENTS:**

1. Current list of Board members.

**FLORENCE CITY-COUNTY MEMORIAL STADIUM  
COMMISSION**

**AUTHORITY:** Ordinance #04-80/81 AND #08-84/85

**APPOINTED BY:** County Council

**MEMBERSHIP  
ROSTER**

Eight (8) members appointed by the Florence County Council, upon the recommendation of: two (2) members by the City Council of Florence, two (2) members by the Florence County Council, two (2) members by Florence Public School District No. 1, and two (2) members by the Fred H. Sexton Post No. One of the American Legion. The terms shall be for five years.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>APPOINTING AUTHORITY</u>	<u>TERM TO EXPIRE</u>
1	Chappell Jones 811 Mohawk Drive Florence, SC 29501	City Council 669-5000	11-2020
2	Derek Urquhart 507 Juanita Drive Florence, SC 29501 durquhart@mcleodhealth.org	City Council 843.629.1688	11-2016
3	Vacant	School District #1	11-2016
4	Gerald D. Holley 612 Grove Park Drive Florence, SC 29501	School District #1 662-7783 - H 669-4141 - O	11-2017
5	Michael W. Richey Post Office Box 5331 (American Legion address) Florence, SC 29501	American Legion	11-2017
6	George Rigby 712 Briarleigh Road Florence, SC 29501	American Legion 206-5677	11-2014

7	Thomas Steven Reaves 408 Trailwood Dr. Florence, SC 29505	County Council 662-0566	11-2017
8	H. Mack Dixon 308 Wildwood Drive Quinby, SC 29506	County Council 662-2468	11-2014

Mail general correspondence to:  
Mr. Gerald D. Holley, Chairman  
Florence City-County Stadium Commission  
P O Box 13863  
Florence, SC 29504-3863  
[gholley@fw-architects.com](mailto:gholley@fw-architects.com)

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council  
Monthly Financial Reports

**DEPARTMENT:** Administration

**ISSUE UNDER CONSIDERATION:**

Monthly Financial Reports Are Provided To Council For Fiscal Year 2016 Through November 30, 2015 As An Item For The Record.

**ATTACHMENTS:**

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY16  
07/01/15 TO 11/30/15**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
<b>REVENUES</b>				
Taxes	38,908,243	30,758,762	8,149,481	20.95%
Licenses & Permits	1,409,900	568,072	841,828	59.71%
Fines & Fees	3,185,500	1,093,140	2,092,360	65.68%
Intergovernmental	5,793,083	1,810,811	3,982,272	68.74%
Sales and Other Functional	5,485,600	2,140,905	3,344,695	60.97%
Miscellaneous	481,500	139,621	341,879	71.00%
Operating Transfers	(610,119)	-	(610,119)	100.00%
Use of Fund Balance	-	-	-	
<b>TOTAL</b>	<b>54,653,707</b>	<b>36,511,312</b>	<b>18,142,395</b>	<b>33.20%</b>

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY16  
07/01/15 TO 11/30/15**

		YEAR-TO-DATE			
EXPENDITURES		BUDGETED EXPENDITURE	ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
10-411-401	County Council	342,123	125,994	216,129	63.17%
10-411-402	Administrator	646,688	214,300	432,387	66.86%
10-411-403	Clerk of Court	1,862,130	717,938	1,144,192	61.45%
10-411-404	Solicitor	1,112,263	439,000	673,263	60.53%
10-411-405	Judge of Probate	596,983	239,954	357,029	59.81%
10-411-406	Public Defender	779,093	284,352	494,741	63.50%
10-411-407	Magistrates	2,349,647	881,071	1,468,575	62.50%
10-411-409	Legal Services	79,000	20,391	58,610	74.19%
10-411-410	Voter Registration & Elections	662,593	189,599	472,994	71.39%
10-411-411	Finance	781,527	302,270	479,258	61.32%
10-411-412	Human Resources	400,034	154,340	245,694	61.42%
10-411-413	Procurement & Vehicle Maintenance	884,691	379,024	505,667	57.16%
10-411-414	Administrative Services	455,979	187,955	268,024	58.78%
10-411-415	Treasurer	1,280,267	530,366	749,901	58.57%
10-411-416	Auditor	516,286	204,201	312,085	60.45%
10-411-417	Tax Assessor	1,354,201	494,341	859,860	63.50%
10-411-418	Planning and Building	2,105,814	754,444	1,351,371	64.17%
10-411-419	Complex	1,381,803	491,632	890,171	64.42%
10-411-420	Facilities Management	792,257	310,240	482,017	60.84%
10-411-427	Information Technology	2,170,096	881,798	1,288,298	59.37%
10-411-446	Veteran's Affairs	158,311	64,497	93,814	59.26%
10-411-480	Senior Citizen Centers	326,508	57,554	268,954	82.37%
10-411-485	General Direct Assistance	272,544	143,651	128,894	47.29%
10-411-488	Contingency	241,261	29,362	211,900	87.83%
10-411-489	Employee Non-Departmental	526,415	237,189	289,226	54.94%
10-421-421	Sheriff's Office	16,703,607	7,046,033	9,657,574	57.82%
10-421-422	Emergency Management	2,514,131	999,809	1,514,322	60.23%
10-451-423	EMS	5,735,107	2,182,100	3,553,007	61.95%
10-451-424	Rescue Squads	361,711	67,752	293,959	81.27%
10-451-425	Coroner	331,646	146,684	184,962	55.77%
10-451-429	On-Site Clinic	146,820	46,580	100,240	68.27%
10-451-441	Health Department	80,934	42,861	38,073	47.04%
10-451-442	Environmental Services	751,011	272,386	478,625	63.73%
10-451-485	Health Direct Assistance	14,502	-	14,502	100.00%
10-461-485	Welfare - MIAP & DSS	502,109	217,301	284,808	56.72%
10-471-451	Recreation	1,838,782	832,820	1,005,962	54.71%
10-471-455	County Library	3,747,046	1,571,894	2,175,152	58.05%
10-481-485	Literacy Council	4,515	1,129	3,386	75.00%
<b>TOTAL</b>		<b>54,810,435</b>	<b>21,762,809</b>	<b>33,047,626</b>	<b>60.29%</b>

Percent of Fiscal Year Remaining = 58.33%

**FLORENCE COUNTY  
BUDGET REPORT - OTHER FUNDS  
CURRENT PERIOD: 07/01/15 TO 11/30/15**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	4,134,122	203,594	3,930,528	95.08%	4,134,122	4,034,745	99,377	2.40%
112 Economic Development Partnership Fund	451,901	171,663	280,238	62.01%	451,901	58,046	393,856	87.16%
123 Local Accommodations Tax Fund	2,822,804	872,983	1,949,821	69.07%	2,822,804	1,009,069	1,813,735	64.25%
124 Local Hospitality Tax Fund	1,859,116	649,623	1,209,493	65.06%	1,859,116	1,099,560	759,556	40.86%
131 District Utility Allocation Fund	567,750	129,174	438,576	77.25%	567,750	567,750	-	0.00%
132 District Infrastructure Allocation Fund	713,000	203,034	509,966	71.52%	713,000	398,000	315,000	44.18%
151 Law Library Fund	57,605	21,818	35,787	62.12%	57,605	36,690	20,915	36.31%
153 Road System Maintenance Fee Fund	3,865,144	2,107,179	1,757,965	45.48%	3,865,144	1,187,592	2,677,552	69.27%
154 Victim/Witness Assistance Fund	209,454	72,670	136,784	65.30%	209,454	80,884	128,570	61.38%
421 Landfill Fund	4,207,428	1,204,141	3,003,287	71.38%	4,207,428	882,151	3,325,277	79.03%
431 E911 System Fund	1,961,255	732,751	1,228,504	62.64%	1,961,255	96,983	1,864,272	95.06%
<b>TOTALS:</b>	<b>20,849,579</b>	<b>6,368,631</b>	<b>14,480,948</b>	<b>69.45%</b>	<b>20,849,579</b>	<b>9,451,470</b>	<b>11,398,109</b>	<b>54.67%</b>

Percent of Fiscal Year Remaining: 58.33%

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

\$ 156,326,982

**Florence County Council  
District Allocation Balances  
Beginning Balances as of 11/30/2015**

<b>Council District #</b>	<b>Type of Allocation</b>	<b>Beginning Budget FY15</b>	<b>Commitments &amp; Current Year Expenditures</b>	<b>Current Available Balances</b>
<b>1</b>	Infrastructure	84,078	39,500	44,578
	Paving	214,571	-	214,571
	Utility	86,986	5,000	81,986
	In-Kind	19,800	-	19,800
<b>2</b>	Infrastructure	35,724	20,084	15,640
	Paving	268,043	41,075	226,968
	Utility	(1,584)	(1,584)	-
	In-Kind	19,800	-	19,800
<b>3</b>	Infrastructure	60,993	34,719	26,274
	Paving	163,555	34,980	128,575
	Utility	27,499	6,250	21,249
	In-Kind	19,800	-	19,800
<b>4</b>	Infrastructure	155,069	14,650	140,419
	Paving	291,093	-	291,093
	Utility	63,549	-	63,549
	In-Kind	19,800	-	19,800
<b>5</b>	Infrastructure	41,048	39,500	1,548
	Paving	230,081	60,000	170,081
	Utility	60,243	34,150	26,093
	In-Kind	19,800	-	19,800
<b>6</b>	Infrastructure	181,195	14,500	166,695
	Paving	167,113	-	167,113
	Utility	-	-	-
	In-Kind	19,800	-	19,800
<b>7</b>	Infrastructure	43,905	9,150	34,755
	Paving	228,844	-	228,844
	Utility	76,798	6,250	70,548
	In-Kind	19,800	-	19,800
<b>8</b>	Infrastructure	54,612	54,612	-
	Paving	141,099	90,631	50,468
	Utility	61,387	53,776	7,611
	In-Kind	19,800	-	19,800
<b>9</b>	Infrastructure	56,922	56,922	-
	Paving	131,615	131,615	-
	Utility	135,570	121,713	13,857
	In-Kind	19,800	-	19,800

Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)

Paving funds to be used for paving or rocking roads. See guidelines in County code.

Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.

In-Kind funds to be used for projects completed by the Public Works Department.



**FLORENCE COUNTY FORWARD  
CAPITAL PROJECT SALES TAX**

As of November 30, 2015

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,762,918.57	\$ 9,921,710.80	\$ 29,965,898.24	\$ 45,650,527.61	\$ 93,101,092.39	32.90%
US 76 Widening	\$ 31,641,621.00	\$ 2,683,356.13	\$ 2,647,226.20	\$ 7,450,480.07	\$ 12,781,062.40	\$ 18,860,558.60	40.39%
TV Road Widening	\$ 34,519,290.00	\$ 2,345,746.24	\$ 2,645,214.51	\$ 10,512,224.76	\$ 15,503,185.51	\$ 19,016,104.49	44.91%
SC 51 Widening	\$ 151,533,817.00	\$ 3,788,140.79	\$ 7,688,640.26	\$ 61,975.57	\$ 11,538,756.62	\$ 139,995,060.38	7.61%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 658,587.32	\$ -	\$ 18,697.00	\$ 677,284.32	\$ 72,786,861.68	0.92%
	\$ 447,587,262.00	\$ 15,949,046.14	\$ 24,127,789.57	\$ 62,239,255.60	\$ 102,316,091.31	\$ 345,271,170.69	22.86%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 144,702,128.85		
Sales Tax Interest Earnings	\$ -				\$ 11,624,853.61	\$ 3,297,871.15	105.63%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 250,000,000.00	\$ -	100.00%
	\$ 398,000,000.00				\$ 406,326,982.46	\$ 3,297,871.15	102.09%

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

NOTE 2: Merchant collection of sales tax concluded on April 30, 2014.

**Florence County  
CPST #2 Summary  
As of November 30, 2015**

Bond proceeds	\$ 124,840,280.25	
Interest earnings through November 30, 2015	\$ 722,823.61	
Local contributions	<u>\$ 75,637.27</u>	
Total available		\$ 125,638,741.13
Bond proceeds expended through 11/30/15*	\$ 37,559,964.48	
Local contributions expended through 11/30/15	\$ 75,637.27	
Outstanding purchase orders as of 11/30/15*	<u>\$ 17,421,106.98</u>	
Total expended/committed		<u>\$ 55,056,708.73</u>
Total remaining		<u><u>\$ 70,582,032.40</u></u>

\* See detail report for expenditures and purchase orders by project

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
				<b>Bond Issuance Costs</b>		\$ 500,000.00		\$ 500,791.50	
				<b>I. Public Safety-Fire</b>					
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	\$ 1,800,000.00		\$ 47,811.32	\$ 1,700,000.00
2	Building		Johnsonville Rural Fire District	New Kingsburg station		\$ 600,000.00		\$ 600,000.00	\$ -
3	Building		Windy Hill Fire District	New Quinby Station		\$ 1,800,000.00		\$ 112,032.63	\$ 1,261,003.15
4	Building		Howe Springs Fire District	New Main Station		\$ 3,700,000.00		\$ 218,254.68	\$ 46,435.72
5	Building		South Lynchs Fire District	Classroom, Logistics, & Maintenance Facility		\$ 1,000,000.00		\$ 20,000.00	
6	Building		South Lynchs Fire District	Upgrades to Station One Facilities		\$ 1,000,000.00		\$ 403,465.67	\$ 596,304.00
7	Building		South Lynchs Fire District	Upgrades at Nine Fire Stations		\$ 500,000.00		\$ 499,807.16	
8	Building		West Florence Fire District	New Station on Hoffmeyer Road		\$ 1,500,000.00		\$ 213,444.89	\$ 1,006,136.47
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	\$ 1,000,000.00			
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemington		\$ 1,745,000.00		\$ 944,877.50	\$ 5,787.50
11	Building		Hannah Salem Friendfield Fire	Upgrade Stations One and Two		\$ 1,400,000.00		\$ 886,700.00	
12	Building		Hannah Salem Friendfield Fire	Upgrade Stations Three and Four		\$ 900,000.00		\$ 886,700.00	
13	Building		Oalanta Rural Fire District	Upgrade Main Station		\$ 520,000.00		\$ 520,000.00	
14	Building		Sardis Timmons ville Fire	Station One addition Living & Training		\$ 150,000.00			\$ 19,981.20
15	Building		Sardis Timmons ville Fire	New Cartersville Station		\$ 750,000.00		\$ 749,948.75	
16	Building		Sardis Timmons ville Fire	Timmons ville Rescue Squad Building		\$ 80,000.00		\$ 244.49	
				<b>Category Total</b>				\$ 18,445,000.00	
				<b>II. Public Safety - EMS</b>					
17	Building		Florence County	EMS Station Timmons ville		\$ 740,000.00			
18	Building		Florence County	EMS Station Florence	Schlitz Drive	\$ 740,000.00		\$ 81,210.68	\$ 7,960.59
				<b>Category Total</b>				\$ 1,480,000.00	
				<b>III. Emergency Management</b>					
19	Building/Equipment		Florence County	Radio Upgrades - all Emergency Mangement Facilities	Law Enforcement Complex	\$ 15,000,000.00		\$14,277,680.63	
20	Building/Equipment		Florence County	New Emergency Operations Center Building	Law Enforcement Complex	\$ 4,955,251.00		\$ 93,390.08	\$ 212,842.76
				<b>Category Total</b>				\$ 19,955,251.00	
				<b>IV. Sheriff</b>					
21	Equipment		Florence County	Replacement of Boilers & Water Heaters at County Jail	Law Enforcement Complex	\$ 800,000.00			
22	Equipment		Florence County	Flex Units & Safety upgrades at County Jail	Law Enforcement Complex	\$ 189,600.00			
23	Building		Florence County	New Storage Building	Law Enforcement Complex	\$ 160,000.00		\$ 150,474.13	
24	Building		Florence County	New K-9 Training Facility	Law Enforcement Complex	\$ 20,000.00		\$ 7,290.00	\$ 8,845.20
25	Building		Florence County	Renovations at Law Enforcement Complex	Law Enforcement Complex	\$ 800,000.00		\$ 418,817.15	\$ 113,748.60
				<b>Category Total</b>				\$ 1,969,600.00	
				<b>V. County Administration</b>					
26	Building		Florence County	Renovation of Vacated Space at County Complex	County Complex Building	\$ 5,200,000.00		\$ 4,210,286.44	\$ 140,164.50
				<b>Category Total</b>				\$ 5,200,000.00	
				<b>VI. Water &amp; Sewer Improvements</b>					
27	Water Line		Town of Coward	Salem Road/McAllister Mill Rd/Sand Hills Water Loop		\$ 750,000.00		\$ 23,855.71	\$ 11,848.20
28	Water Line		Town of Coward	Union School Road Tie to Scranton Water System		\$ 240,000.00		\$ 175,711.10	\$ 3,791.45
29	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Windy Hill Fire District		\$ 250,000.00		\$ 7,254.86	\$ 3,949.44
30	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for West Florence Fire District		\$ 250,000.00		\$ 8,156.05	\$ 3,949.44
31	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Howe Springs Fire District		\$ 250,000.00		\$ 7,315.34	\$ 3,949.44
32	Water Line		City of Lake City	Indiantown Road/S. Cameron Road Water Loop		\$ 690,000.00		\$ 8,671.61	\$ 10,900.38
33	Water Line		City of Lake City	Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop		\$ 593,000.00		\$ 7,452.50	\$ 9,368.07
34	Water Line		City of Lake City	Frierson Road/O'Shay Road Water Loop		\$ 250,000.00		\$ 3,141.86	\$ 3,949.44
35	Water Line		Town of Oalanta	Central Road/Hood St. Water Loop		\$ 440,000.00		\$ 22,143.75	\$ 6,950.94
36	Water Line		Town of Oalanta	Butler Scurry Road/McKenzie Road Water Loop		\$ 500,000.00		\$ 22,480.80	\$ 7,898.80
37	Water Line		Town of Oalanta	Oalanta Fire Station Water Extension		\$ 65,000.00		\$ 8,636.86	\$ 1,026.88
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		\$ 140,000.00		\$ 137,788.37	\$ 2,211.63
				<b>Category Total</b>				\$ 4,418,000.00	
				<b>VII. Veteran Affairs</b>					
39	Building		Florence County	Veteran Affairs County Administration Building	National Cemetery Road	\$ 1,200,000.00		\$ (135,462.08)	\$ 1,314,342.36
				<b>Category Total</b>				\$ 1,200,000.00	

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence						
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			\$ 975,015.14	
41	Corridor Enhancements		City of Florence	National Cemetery Road	Dargan St. To McCall Rd.			\$ 3,830.43	
42	Corridor Enhancements		City of Florence	Vista St.	Dargan St. to Oakland Ave.			\$ 21,189.90	
43	Corridor Enhancements		City of Florence	Sopkin St	Oakland Ave. to Crown Cir.			\$ 11,992.40	
44	Corridor Enhancements		City of Florence	Park Ave.				\$ 15,866.20	
45	Corridor Enhancements		City of Florence	Pine St.	Dargan St to McQueen St.				
46	Corridor Enhancements		City of Florence	McQueen St.	Pine St. To Timrod Park Dr.			\$ 25,498.62	
47	Corridor Enhancements		City of Florence	Cedar St.	McQueen St. to Park Ave.			\$ 25,498.62	
48	Corridor Enhancements		City of Florence	Park Ave.	Cedar St. to Cherokee Rd.				
49	Corridor Enhancements		City of Florence	E. Evans St.	N. Ravenel St. to Railroad Ave.				
50	Corridor Enhancements		City of Florence	Irby St.	W. Cheves St. to Ashby Rd.			\$ 97,881.05	
51	Corridor Enhancements		City of Florence	Darlington St.	Irby St. to Oakland Ave.				
52	Corridor Enhancements		City of Florence	Oakland Ave.	Darlington St. to Norfolk St.	\$ 9,216,875.00		\$ 133,822.08	\$ 145,605.30
53	Intersection Improvements		City of Florence	Damon Dr. and Ansley St.				\$ 10,692.52	
54	Intersection Improvements		City of Florence	E. Palmetto St. Westbound at S. Church St.		\$ 1,031,250.00		\$ 14,260.22	\$ 16,291.41
54	Resurfacing		City of Florence	Malloy St	Wilson Rd to ???			\$ 1,756.70	
55	Resurfacing		City of Florence	Spruce St.	Park Ave. to McQueen St.	\$ 340,625.00		\$ 6,200.72	\$ 5,381.07
56	Road Widening		City of Florence	Malloy St	Maxwell St. to ???				
57	Road Widening		City of Florence	Roughfork St. & Maxwell St.	N. Irby St. to Malloy St.				
58	Road Widening		City of Florence	S. Cashua Dr.	Palmetto St. to Second Loop Rd.				
59	Road Widening		City of Florence	W. Sumter St.	N. Irby St. to N. Alexander St.			\$ 8,304.25	
60	Road Widening		City of Florence	W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.			\$ 99,363.60	
61	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			\$ 61,762.80	
62	Road Widening		City of Florence	Jarrott St.	Pine St. to National Cemetery Rd.				
63	Road Widening		City of Florence	N. Alexander St.	Dixie St. To Darlington St.	\$ 9,125,625.00		\$ 114,686.59	\$ 144,163.72
64	Building		Town of Timmons ville	New Community Center		\$ 420,000.00			
65	Building		Town of Timmons ville	Magistrate's Building Renovatlons		\$ 180,000.00		\$ 151,343.37	
66	Sewer		Town of Pamplico	Replace Pembroke Apt Pump Station		\$ 154,400.00		\$ 115,199.77	\$ 2,439.18
67	Water		Town of Pamplico	New Water Tank		\$ 873,280.00		\$ 272,864.98	\$ 13,795.78
68	Water		Town of Pamplico	Shirley Road Water Line		\$ 154,697.00		\$ 24,371.18	\$ 2,443.83
69	Water		Town of Pamplico	Water System Extension		\$ 1,706,720.00		\$ 28,975.38	\$ 26,962.20
70	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		\$ 750,000.00		\$ 30,962.97	\$ 11,848.24
71	Building		Town of Olanta	Municipal Building Improvements		\$ 130,000.00		\$ 44,779.75	\$ 50,529.25
72	Recreation Improvements		City of Johnsonville	Prosser Recreation Complex		\$ 800,000.00		\$ 105,300.06	\$ 600,958.05
73	Water		City of Johnsonville	Vox Water Line Project		\$ 4,378,000.00		\$ 252,645.80	\$ 69,162.27
74	Water		Town of Coward	New Water Tank		\$ 1,000,000.00		\$ 12,567.47	\$ 15,797.75
75	Recreation		Town of Coward	Expansion of Youth Baseball Field		\$ 200,000.00		\$ 136,091.19	\$ 47,346.56
76	Building		Town of Quinby	New Town Hall		\$ 360,000.00			
77	Building		Town of Quinby	Recreation/Community Building		\$ 720,000.00			
78	Recreation		Town of Scranton	Improvements to Scranton Nature Park		\$ 126,400.00		\$ 73,211.14	
79	Recreation		Town of Scranton	Resurface Tennis Courts		\$ 32,000.00			
80	Building		Town of Scranton	New Maintenance Building		\$ 349,600.00		\$ 111,157.54	\$ 5,522.85
81	Water & Sewer		City of Lake City	Water & Sewer Improvements		\$ 2,360,000.00		\$ 895,941.07	\$ 37,282.53
82	Storm Water		City of Lake City	Storm Water System Improvements		\$ 1,200,000.00		\$ 257,163.85	\$ 18,957.24
83	Water & Sewer		City of Lake City	New Water Tank		\$ 800,000.00		\$ 12,554.06	\$ 12,638.11
84	Recreation		City of Lake City	New Multi Purpose Athletic Complex		\$ 400,000.00		\$ 11,151.96	\$ 6,319.13
85	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		\$ 160,000.00		\$ 2,690.76	\$ 46,022.68
86	Road / Parking		City of Lake City	C J Evans Field road & parking improvements		\$ 400,000.00		\$ 5,026.96	\$ 6,319.13
			Category Total				\$ 37,369,472.00		

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
			<b>IX. Florence County Recreation</b>						
87	Roads/Water		Florence County	Roads & Infrastructure - New Soccer Complex		\$ 1,040,000.00		\$ 205,749.98	\$ 16,429.56
88	Recreation Improvements		Florence County	Various Park Improvements to include:		\$ 400,000.00		\$ 592.14	
89	Recreation Improvements		Florence County	Ebenezer Park Playground Fall Surface Upgrade				\$ 96,812.00	
90	Recreation Improvements		Florence County	Lynches River Park Shade Structures				\$ 44,187.49	
91	Recreation Improvements		Florence County	Lake City Community Park Road Paving				\$ 55,732.85	\$ 1,263.77
92	Recreation Improvements		Florence County	Lynches River Athletic Park Sardis Paving Entrance				\$ 24,475.00	
93	Recreation Improvements		Florence County	Friendship Park Renovations					
			<b>Category Total</b>				\$ 1,440,000.00		
			<b>X. Lake City Community Hospital</b>						
94	Building		Florence County	Improvements to Main Hospital		\$ 888,000.00		\$ 395,907.52	
			<b>Category Total</b>				\$ 888,000.00		
			<b>XI. Lynches Lake-Camp Branch Watershed District</b>						
95	Drainage		Florence County	Drainage Improvements		\$ 80,000.00		\$ 59,617.60	
			<b>Category Total</b>				\$ 80,000.00		
			<b>XII. Road Paving and Drainage</b>						
96	Paving		Florence County	Cato Road		\$ 2,500,000.00		\$ 102,931.86	\$ 596,270.05
97	Paving		Florence County	Moulds Road		\$ 1,100,000.00		\$ 22,320.41	\$ 208,405.68
98	Paving		Florence County	Country Lane		\$ 1,400,000.00		\$ 89,335.99	\$ 389,760.16
99	Paving		Florence County	Cherry Johnson Road		\$ 1,900,000.00		\$ 158,140.14	\$ 546,286.22
100	Paving		Florence County	Ball Park Road		\$ 1,500,000.00		\$ 83,998.08	\$ 407,478.19
101	Paving		Florence County	McLaurin Road		\$ 600,000.00		\$ 22,706.68	\$ 192,427.68
102	Paving		Florence County	Highland Road		\$ 250,000.00		\$ 9,367.26	\$ 77,199.69
103	Paving		Florence County	Laurel Circle		\$ 600,000.00		\$ 29,293.02	\$ 146,529.49
104	Paving		Florence County	Law Road		\$ 1,100,000.00		\$ 30,474.88	\$ 309,478.51
105	Paving		Florence County	Paving &/or relocate Koopers/Estate Road or Young Road					
106	Paving		Florence County	as determined by County Council for economic development		\$ 4,000,000.00		\$ 266,795.15	\$ 115,890.71
107	Drainage		Florence County	Brookgreen		\$ 1,000,000.00		\$ 25,607.60	\$ 42,757.62
108	Drainage		Florence County	Foxcroft		\$ 300,000.00		\$ 10,289.34	\$ 18,220.22
			<b>Category Total</b>				\$ 16,250,000.00		

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
				XIII. General Road Improvements					
109		District 1		Swan Rd.	Park Ave. to last house	\$ 4,033,853.00		\$ 21,364.82	\$ 26,856.04
110				Windright Rd.	Hwy 378 to Swann Rd.				
111				Hickson Rd.	S. Powell Rd. to S. Locklair Rd.				
112				Widow St.	W. Camp Branch Rd. to Jordan Rd.				\$ 19,469.50
113				Old McAllister Rd.	Jordan Rd. to Chandler Mill Rd.				\$ 50,383.68
114				Chandler Mill Rd.	N. Matthews Rd. to Old McAllister Rd.				\$ 33,860.00
115				Maxie Thomas Rd.	Morris St. to Moore St.				
116				Maxie Thomas Rd.	Hwy 52 to last house				
117				W. O'Shay Rd.	N. Matthews Rd. to Frierson Rd.				
118				W. O'Shay Rd.	Frierson Rd. to last house				
119				Frierson Rd.	W. Camp Branch Rd. to W. O'Shay Rd.				
120				Zola Rd.	McCutcheon Rd. to Hanna Rd.				
121				Miles Rd.	Hwy 378 to First Oxtown Rd.				\$ 32,167.00
122				Donald Rd.	Caselman Rd. to Miles Rd.				\$ 9,006.76
123				Rodman Rd.	Cockfield Rd. to Dory Rd.			\$ 28,759.17	
124				Rodman Rd.	Dory Rd. to Cow Pasture Rd.			\$ 89,212.48	
125				Rodman Rd.	McCutcheon Rd. to last house			\$ 31,878.31	
126				Barr St.	Graham Rd. to end of road				
127				Old Farm Rd.	Vox Hwy. to last house				
128				Lance St.	Acline St. to Kelly St.			\$ 1,102.05	\$ 34,857.41
129				Thomas St.	S. Church St. to CSX RR			\$ 1,183.52	\$ 37,435.00
130				Gracelyn Cir.	N. Matthews Rd. to ???				\$ 32,404.02
131				Calvin St.	Gracelyn Cir. to ???			\$ 6,660.29	
132				Tupelo Rd.	Moore St. to end of road			\$ 48,163.67	
133				Retha Dr.	Kelly St. to end of road			\$ 774.96	\$ 24,511.92
134				King St.	Nesmith St. to Charles St.			\$ 4,890.03	
135				Major Rd.	Gray Rd. to end of road			\$ 13,347.39	
136				Slocum Ln.	Gray Rd. to end of road			\$ 7,892.93	
137				Dennis Rd.	Cooktown Rd. to Old South Rd.				
138				Bayne Ln.	Beulah Rd. to E. Plantation Rd.				
139				E. Plantation Rd.	portion of ???				
140				S. Acline St.	Fairview St. to Graham Rd.				
141				Baker Rd.	N. Camerontown Rd. to end of road				
142				Bamwell St.	Bozy Rd. to Lee St.				
143				Blanche St.	Northside Ln. to end of road			\$ 6,646.79	
144				Windham Rd.	Owens Dr. to Blanche St.				
145				Hurst St.	School Dr. to end of road			\$ 8,566.91	
146				Judy Rd.	Hwy 378 to end of road				
147				N. Pecan Rd.	Hwy 341 to N. Camerontown Rd.				
148				S. Pecan Rd.	Hwy 341 to end of road				
149				S. Locklair Rd.	Hwy 341 to Hickson Rd.				
150				Sunburst Dr.	Cooktown Rd. to end of road				
151				Thirty Rd.	Thirty Five Rd. to end of road			\$ 2,721.62	
152				Thirty Five Rd.	Green Haven Ave. to Davis St.			\$ 3,624.53	
153				Tranquility Rd.	Cockfield Rd. to Tyler Rd.				
154				W. Cole Rd.	Davis St. to Maxie Thomas Rd.				
155				Lake City Landfill/Manned Convenience Center Rd.	Hwy 341 to end of road			\$ 180,030.48	
156				L/C Manned Conv. Service Area on Lake City Landfill Rd.					
157				Sequoia Rd.				\$ 1,425.94	\$ 45,102.33
158				Camelot Way	N. Country Club Rd. to Scotland Rd.			\$ 1,670.96	\$ 52,852.66
159				Dogwood Ln.	S. Morris St. to Middlecoff Rd.			\$ 1,673.35	\$ 52,928.10
160				Lancelot Way	Scotland Rd. to end of road			\$ 2,022.07	\$ 63,957.58
161				Lockwood Rd.	Middlecoff Rd. to Dogwood Ln.			\$ 2,333.24	\$ 73,800.16
162				McFaddin St.	Wallace St. to Ida St.			\$ 2,106.49	\$ 66,628.23
163				Salter St.	Wallace St. to Ida St.			\$ 999.62	\$ 31,618.49
164				Byrd St.	School Dr. to end of road			\$ 548.86	\$ 17,360.08
165				Fountain St.	School Dr. to end of road			\$ 812.01	\$ 25,683.77
166				Hurst St.	Hwy 52 to End of road			\$ 487.94	\$ 15,433.84
167				Mill St.	N. Church St. to Ball Park Rd.			\$ 1,180.90	\$ 37,352.01
168				N. Church St. (Scranton)	Mill St. to Railroad Ave.			\$ 639.96	\$ 20,241.95
169				School Dr.	Byrd St. to end of road			\$ 802.39	\$ 25,378.97
				Parking and Roads at Lake City Sports Complex	S. Blanding St. to Graham Rd.				

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
171		District 2		Bluff Rd.		\$ 4,033,853.00		\$ 41,287.47	\$ 26,856.04
172				Evans Rd.				\$ 51,798.87	
173				Belle Thompson Rd.				\$ 73,872.70	
174				Ervin Thomas Rd.				\$ 92,114.78	
175				Franks Rd.				\$ 23,205.41	
176				Law Rd.					
177				Bail Park Rd.				\$ 51,198.14	
178				Old Springs Rd.				\$ 72,285.13	
179				Freeport Rd.				\$ 32,180.62	
180				Singletary Loop Rd.				\$ 88,316.04	
181				Saddle Town Rd.				\$ 48,746.85	
182				Mustang Rd.				\$ 34,001.33	
183				Capitola Rd.					
184				Dud Rd.				\$ 65,575.65	
185				Lewis Ln.				\$ 32,624.30	
186				Broken Branch Rd.				\$ 113,013.76	
187				Wood Berry Rd.				\$ 9,319.76	
188				Keith Rd.				\$ 32,136.12	
189				Chestnut Rd.				\$ 39,387.84	
190				Ashley Rd.				\$ 61,913.29	
191				Glen Haven Rd.				\$ 39,506.43	
192				Duille Ln.				\$ 10,988.61	
193		District 3		Athens St.		\$ 4,033,853.00		\$ 39,398.40	\$ 35,612.84
194				Brunson St.				\$ 44,704.41	\$ (85.72)
195				Dargan St.	Hwy 52 to Vista St.			\$ 45,586.27	\$ 4,539.93
196				Timmons St.				\$ 19,128.30	\$ 6,972.92
197				Bradford St.				\$ 27,043.87	\$ (2,468.05)
198				Wilson St.				\$ 37,789.98	\$ 410.63
199				Liberty St.				\$ 33,620.43	\$ 1,612.41
200				Boyd St.				\$ 30,283.25	\$ (8,861.99)
201				Commander St.				\$ 43,047.48	\$ (3,279.96)
202				Vista St.					
203				Light St.				\$ 7,904.54	\$ 1,780.52
204				Stackley St.				\$ 35,870.29	\$ (1,559.95)
205				Hemingway St.				\$ 12,859.79	\$ 3,461.26
206				Marlboro St.				\$ 29,106.76	\$ (2,331.05)
207				E. Marion St.				\$ 27,694.85	\$ 38,938.31
208				Freemand St.				\$ 9,517.78	\$ 841.77
209				Dixie St.				\$ 112,685.55	\$ 23,026.23
210				Ingram St.				\$ 45,485.89	\$ 20,555.79
211				Alexander St.				\$ 61,220.81	\$ 96,210.73
212				Harmony St.				\$ 52,584.12	\$ 14,220.25
213				Harrell St.				\$ 31,393.57	\$ 18,119.10
214				Lawson St.				\$ 88,919.80	\$ (16,854.37)
215				Sanborn St.				\$ 53,277.55	\$ 26,430.43
216				N. McQueen St.				\$ 50,217.01	\$ 5,444.71
217				W. Marion St.				\$ 119,772.96	\$ (423.38)
218				Pennsylvania St.				\$ 53,733.54	\$ (4,870.72)
219				Carver St.				\$ 48,072.44	\$ 7,120.25
220				Gladstone St.				\$ 39,953.10	\$ 1,402.07
221				Fairfield Cir.				\$ 41,575.01	\$ 11,666.83
222				Waverly St.				\$ 75,034.87	\$ 38,392.65
223				Sidewalks on Irby St.	Wilson Road to Sam Harrell Rd.				
224				Sidewalks on Dargan St.	Hwy 52 to Vista St.				
225				Sidewalks on Roughfork St.					
226				Sidewalks on Sopkin Ave.					
227				Widen Entrance road to County Complex & bury power lines					
228				W. Louise Rd.				\$ 13,586.15	\$ 4,618.19

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
229		District 4		Van Houton Dr.		\$ 4,033,853.00		\$ 35,054.42	\$ 39,244.44
230				Alma Ln.				\$ 12,638.96	\$ 11,433.04
231				Willow Point Rd.					\$ 244,842.00
232				Pygate Rd.				\$ 126.00	\$ 633,470.00
233				Fork Rd.				\$ 95,486.80	\$ 83,462.20
234				Meadow Prong 2				\$ 57,350.04	\$ 48,824.96
235				Meadow Prong 1					
236				Clyde McGee Rd.					\$ 18,713.10
237				Golden Gate Rd.				\$ 22,143.48	\$ 21,015.52
238				Ed James Rd.					\$ 351,540.30
239				Javelin Cir.				\$ 83,069.74	
240				Johnson Rd.				\$ 11,786.12	\$ 10,279.88
241				Joe Nathan Ln.				\$ 15,088.46	\$ 12,852.54
242				Buckshot Rd.				\$ 18,926.70	\$ 16,909.30
243				Sims Rd.				\$ 41,005.78	\$ 11,150.22
244				Cubie Rd. 1					\$ 111,944.00
245				Cubie Rd. 2					\$ 109,772.00
246				Jenkins Nowlin Rd.					
247				Alvin Kirby Rd					\$ 106,020.60
248				Truck Route	Foxworth St. to Brockington St.				
249		District 5		Horace Matthews Rd.		\$ 4,033,853.00		\$ 21,364.82	\$ 26,856.04
250				Carnell Dr.					
251				S. Canal Dr.					
252				Circle Dr.				\$ 83,289.58	
253				Margo Ln.				\$ 7,605.71	
254				Milestone Rd.					
255				C.W. Robinson Rd.				\$ 95,021.65	
256				Trails End Rd.				\$ 57,023.80	
257				Dunlap Rd.				\$ 16,876.73	
258				Sam Lee Rd.				\$ 95,469.60	
259				S. Railroad Ave.				\$ 61,916.83	
260				Java Rd.				\$ 92,078.90	
261				Round Tree Rd.				\$ 68,032.97	
262				E. Eagerton Rd.				\$ 44,672.85	
263				Doric Rd.				\$ 29,109.74	
264				Ben Gause Rd.					\$ 93,075.06
265				Silver Leaf Rd.					\$ 21,269.82
266				Railroad Ave. (Scranton)				\$ 143,318.30	



Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
267		District 6		Charlie Cade Rd.		\$ 4,033,853.00		\$ 77,004.68	\$ 26,856.04
268				Coleman Rd.				\$ 14,839.00	
269				Spring Branch Rd.					
270				Willow Grove Rd.					
271				Haven Rd.					
272				Magic Dr.				\$ 23,927.00	
273				Danieltown Rd.				\$ 75,045.44	
274				Pepper Tree Rd.				\$ 37,736.86	
275				Antique Cir.					
276				Diamond Head Loop Rd.					
277				Pecan Grove Rd.				\$ 47,816.73	
278				Hosea Gibbs Rd.				\$ 184,910.41	
279				Tabernacle Rd.					
280				Boling Rd.				\$ 54,098.81	
281				Cart Rd.					
282				W. Turner Gate Rd.				\$ 53,149.54	
283				Brick House Rd.				\$ 23,252.50	
284				Eureka Rd.				\$ 25,702.00	
285				Quail Harbor Cir.				\$ 26,206.35	
286				Taylor Hill Cir.				\$ 27,654.50	
287				James Town Rd.				\$ 17,501.50	
288				Fleetwood Dr.					
289				Ard St.				\$ 7,455.00	
290				Wickerwood Rd.				\$ 85,519.50	
291				Large Farm Rd.					
292				Camp Wiggins Rd.				\$ 13,296.53	
293				Horse Shoe Rd.				\$ 56,800.00	
294				Benton Rd.				\$ 13,490.00	
295				Freeman Ln.					
296				Nita Cain Rd.					
297				South Wind Rd.				\$ 27,460.75	
298				Gum Rd.					
299		District 7		Hughes Cir (off TV Rd.)		\$ 4,033,853.00		\$ 44,008.37	\$ 162,137.23
300				Joan Rd. (off TV Rd.)				\$ 19,761.90	\$ 118,689.36
301				John C. Calcoun Rd.					
302				Wilson Rd.					
303				Pocket Rd.					
304				W. Black Creek Rd.					
305				W. McIver Rd.					
306				R. Bar M. Ranch Rd.				\$ 13,268.24	\$ 82,982.14
307				Tara Dr.				\$ 4,920.77	\$ 155,643.79
308				Raiford Ln.				\$ 375.36	\$ 11,873.02
309				Calvert's Ct.				\$ 479.36	\$ 15,162.24
310				Shamrock Rd.				\$ 510.20	\$ 16,137.96
311				Clayton Ct.				\$ 479.36	\$ 15,162.24

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
312	Resurface	District 8		Maulden Dr.		\$ 4,033,853.00		\$ 24,617.48	\$ 129,742.00
313	Resurface			Crownland Estates					
314	Resurface			E. and W. Sandhurst Dr.				\$ 4,322.26	\$ 136,712.78
315	Resurface			Stratford Cir.				\$ 1,413.08	\$ 44,695.66
316	Resurface			Castleberry Dr.				\$ 672.64	\$ 21,275.71
317	Resurface			Westmoreland Ave.					
318	Resurface			Devonshire Dr.					
319	Resurface			Longwood Dr.				\$ 935.26	\$ 29,582.28
320	Resurface			Woods Dr.					
321	Resurface			Rosedale St.				\$ 2,257.26	\$ 71,396.80
322	Resurface			St. Anthony Dr.				\$ 2,942.74	\$ 93,078.60
323	Resurface			Jones Rd.				\$ 765.45	\$ 24,210.86
324	Resurface			Winthrop Dr.				\$ 1,122.09	\$ 35,491.84
325	Resurface			Progress St.				\$ 1,298.28	\$ 41,064.42
326	Resurface			Lee St.				\$ 981.69	\$ 31,050.87
327	Resurface			Saluda Ave.				\$ 3,187.92	\$ 100,833.97
328	Resurface			Sewanee Ave.				\$ 489.88	\$ 15,494.90
329	Resurface			Chestnut St.				\$ 2,043.16	\$ 64,624.70
330	Resurface			Kalmia St.				\$ 1,104.93	\$ 34,948.65
331	Resurface			Sesame St.				\$ 753.19	\$ 23,823.61
332	Resurface			Cedar St.	Franklin to Adams Ave.			\$ 1,055.94	\$ 33,399.61
333	Resurface			Waters Ave.	Park to Lawson			\$ 452.49	\$ 14,311.97
334	Resurface			Sylvan Dr.				\$ 1,146.74	\$ 36,271.40
335	Resurface			Cedar Lawn Court				\$ 772.28	\$ 24,427.13
336	Resurface			Lakeside Drive				\$ 753.19	\$ (146.39)
337	Resurface			Richburg Ln.				\$ 700.50	\$ 22,156.86
338	Resurface			Jeffries Ln.				\$ 2,168.52	\$ 68,590.41
339	Resurface			Hondros Cir.				\$ 623.44	\$ 19,719.61
340	Resurface			Constantine Dr.				\$ 899.64	\$ 28,455.69
341	Resurface			Rollins Ave.				\$ 715.04	\$ 22,616.54
342	Resurface			Fitz Randolph Cir.				\$ 440.27	\$ (204.28)
343	Resurface			Shore Ln.				\$ 731.25	\$ (150.45)
344	Resurface			Marion Ave.				\$ 1,174.24	\$ 37,141.50
345	Resurface			Virginia Acres				\$ 1,211.60	\$ 38,323.41
346	Resurface			Poinsette Ave.				\$ 875.01	\$ 27,676.12
347	Resurface			Melrose Ave.				\$ 927.48	\$ 29,335.83
348	Resurface			Courtland Ave.				\$ 886.77	\$ 28,048.30
349	Resurface			Hillside Dr.					
350	Resurface			Wisteria Dr.					
351	Resurface			Margaret Dr.					\$ 29,238.00
352	Resurface			Dunvegan Rd.					\$ 22,728.00
353	Resurface			Roseneath Rd.					\$ 26,496.00
354	Resurface			Beverly Dr.					\$ 55,396.50
355	Resurface			Alton Cir.					\$ 25,936.00
356	Resurface			Lindberg Dr.					\$ 66,468.00
357	Resurface			Woodstone Dr.				\$ 767.04	\$ 24,261.15
358	Resurface			DeBerry Blvd.					\$ 23,080.00
359	Resurface			Dorchester Rd.					
360	Resurface			Fairfax Rd.					
361	Resurface			Cherry Blossom Ln.					
362	Resurface			Valparaiso Dr.					
363	Resurface			Wayne St.					
364	Resurface			Sweetbriar St.					
365	Resurface			Furman Dr.					
366	Resurface			Converse Dr.	Third Loop north to ???				
367	Resurface			Gable Ridge Dr.					
368	Resurface			Durant Dr.					
369	Resurface			Joseph Circle					
370	Resurface			Westminister Dr.					
371	Resurface			Langely Dr.					
372	Resurface			Mayfair Terrace					

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
		District 9		Hampton Pointe Subdivision		\$ 4,033,853.00		\$ 21,364.61	\$ 26,856.10
373				Aberdeen Ct.				\$ 7,492.72	
374				Blaire Ct.				\$ 6,371.76	
375				Bridgeport Ct.				\$ 6,076.77	
376				Danvers Ct.				\$ 7,197.73	
377				New Gate Ct.					
378				Parliament Cir.					
379				S. Addison St.				\$ 20,059.24	
380				S. Barrington Dr.				\$ 78,614.50	
381				S. Brunswick Ct.				\$ 6,696.25	
382				S. Harrington Ct.				\$ 6,578.25	
383				Victoria Ct.				\$ 9,764.13	
384				W. Hampton Pointe Dr.				\$ 135,016.37	
385				Winslow Ct.				\$ 11,121.07	
				Whitehall Annex Subdivision					
386				Albemarle Blvd.					\$ 10,067.98
387				Banbury Cir.					\$ 51,287.97
388				Bedford Ln.					\$ 37,954.83
389				Milford Ln.					\$ 9,732.31
390				South Arundel Dr.					\$ 38,449.90
391				St. James Ln.					\$ 12,268.12
				Village Green and Waterford Subdivisions					
392				Greenview Dr.					
393				Key Largo Ct.				\$ 184.89	\$ 5,848.04
394				Waterford Dr.				\$ 1,458.99	\$ 46,147.41
				Springdale and Viila Arno Subdivisions					
395				Gulford Cir.					
396				Perth St.					
397				Springfield St.					
398				Suffork Place					
399				Strada Amore					
400				Strada Gianna					
401				Strada Mateo					
402				Via Ponticello					
				Oak Forrest Subdivision					
403				Alabama Ln.					\$ 3,030.37
404				Arizona Way					\$ 7,795.12
405				California Rd.					\$ 14,535.40
406				Florida Dr.					\$ 33,346.66
407				Georgia Ct.					\$ 5,940.77
408				Louisiana Ln.					\$ 6,369.82
409				Oak Forest Blvd.					\$ 23,115.05
410				Tennessee Terrace					\$ 5,764.98
411				Tex Rd.					\$ 18,820.18
412				Utah Ct.					\$ 6,145.12
				Kelly Farms and Parkland Subdivisions					
413				Derby Dr.					
414				Kelly Farms Rd.					
415				Preakness Ln.					
416				W. Belmont Cir.					
417				Cottonwood Dr.				\$ 1,164.26	\$ 36,825.29
418				Deerwood Place				\$ 226.98	\$ 7,179.79
419				Heathway Dr.				\$ 2,392.61	\$ 75,677.11
420				Mosswood Dr.				\$ 2,137.19	\$ 67,599.92
421				W. Delmae Dr.					
422				Wethersfield Dr.				\$ 1,588.10	\$ 50,229.37
				Heritage Subdivision					
423				Cow Pens Cir.					
424				Declaration Dr.					\$ 29,862.30
425				Farm Quarter Rd.					
426				Independence Ave.					
427				Indigo Place					

Capital Project Sales Tax #2  
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2015	O/S Purchase Orders
				<b>Forest Lake And Forest Lake West Subdivisons</b>					
428				Brock Cir.					
429				Ginny Ct.					
430				Julie Ln.					
431				Goff Ct.					
432				Lunn Dr.					
433				Madden Ln.					
434				Sliger Cove					
435				Yeargin Cove					
436				Young Charles Dr.					
437				Wanda Cove					
438				Claude Douglas Cir.					\$ 65,118.42
439				Hepburn Blvd.					\$ 34,264.47
				<b>Dunwoody Subdivision</b>					
440				Ashwood Ln.					\$ 9,611.43
441				Aspen St.					\$ 16,756.56
442				Dunwoody Rd.					\$ 23,503.67
443				Evergreen Rd.					\$ 23,152.88
444				Periwinkle Ln.					\$ 18,219.92
				<b>Farmwood and Ferndale Subdivisons</b>					
445				Farmwood Dr.					\$ 24,493.87
446				Heather Dr.					\$ 20,220.45
447				Patrick Dr.					\$ 13,861.52
448				Boone Cir.					
449				Corbett Place					
				<b>Charters Subdivision</b>					
450				Bristol St.					
451				Charters Dr.					
452				Claymount Ct.					
453				Cravenhurst Ct.					
454				Dominion Ct.					
455				Fairhaven Rd.					
456				Magna Carta Rd.					
				<b>Arrowood Subdivision</b>					
457				Arrowhead Cir.					
458				Arrowood Dr.					
459				Falcon Way					
460				Skyark Dr.					
				<b>Chadwick Place</b>					
461				Britanna St.					
462				Chadwick Dr.					
463				Knights Bridge Rd.					
464				Lampley Way					
465				Wetherby Ln.					
466				Stratton Dr.				\$ 6,382.19	\$ 201,868.19
467				Pelican Ln.					
468				W. Eagle St.					
469				Thunderbird Dr.					
470				Whitehall Cir.					\$ 125,923.93
471				S. Peninsula Rd.				\$ 33,102.86	
472				McLaurin Dr.					
473				Traffic Signals	Botany and Jefferson on W. Palmetto			\$ 80,239.55	
474				Traffic Signals	Third Loop Rd. and McCown Dr.				
				<b>Category Total</b>				\$ 36,304,677.00	
				<b>Grand Total of all projects</b>				\$145,000,000.00	\$37,559,964.48 \$17,421,106.98

## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Administration

**ISSUE UNDER CONSIDERATION:**

Approve A Scope Extension For Florence County Forward Component Project #6 Alligator Road Widening – Project No. 0042321, John Paul Jones Road Realignment As Presented By SCDOT.

**POINTS TO CONSIDER:**

1. Senator Hugh Leatherman at the request of Florence County resident Rodney Guffey requested SCDOT look into the option of realigning John Paul Jones Road with the entrance to South Florence High School as a scope extension of the Alligator Road Widening Project.
2. SCDOT conducted a study and determined this scope extension would alleviate traffic congestion in the South Florence High School area.
3. SCDOT has asked County Council to consider this scope change.

**OPTIONS:**

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

**ATTACHMENT:**

1. Proposed draft letter of concurrence to South Carolina Transportation Infrastructure Bank.
2. Copy of the letter from SCDOT recommending the Scope Extension.
3. Copy of the letter from Senator Leatherman requesting SCDOT consideration.
4. Copy of the email from Mr. Guffey requesting the realignment of John Paul Jones Road.
5. Map of Proposed Improvements provided by SCDOT.

December 9, 2015

Mr. Vincent Graham  
Chairman, South Carolina Transportation Infrastructure Bank Board  
955 Park Street, Room 120B  
Columbia, South Carolina 29202

RE: Florence County Forward Component Project #6  
Alligator Road Widening – Project No. 0042321  
Scope Extension for John Paul Jones Realignment

Dear Chairman Graham:

The Alligator Road Widening project is the final project of the six (6) Florence County Forward Component projects. The project is planned to widen Alligator Road from US 76 (W Palmetto St.) near Timmonsville to US 52 (S Irby St.) and the South Carolina Department of Transportation (SCDOT) is currently in the preliminary engineering phase. A public information meeting was held in January 2015 and many comments were received regarding the severe congestion at the intersection of US 52 (S. Irby Street) and Alligator Road. The SCDOT completed a Traffic Analysis Report which concluded that this intersection currently operates at a Level of Service (LOS) F (LOS A being the best, LOS F being the worst) during the AM Peak Hour and will continue to fail significantly until the intersection improvements are completed as part of the Alligator Road Widening Project. One of the contributing factors to the poor operation of the US 52/Alligator Road intersection is the intersection of John Paul Jones Road (S-35) with US 52 (S Irby St.), which is approximately 800 feet south of the Alligator Rd./US 52 (S. Irby St.) intersection.

Improvements are currently planned at the intersection of US 52 (S. Irby St.) and Alligator Road as part of the Alligator Road widening and were presented at the public information meeting in January 2015. Due to the dire need of the improvements at US 52 (S Irby St) and Alligator Road, Florence County is proposing to let the intersection improvements separately prior to the remainder of the Alligator Road Widening Project to provide a more immediate solution to the severely congested intersection. In addition to planned improvements at the Alligator Rd./US 52 (S Irby St.) intersection, Florence County would also like to propose the realignment of John Paul Jones Road (S-35) to be included with the Alligator Road Widening Project. As illustrated on the enclosed exhibit, John Paul Jones Road will be realigned with the entrance to South Florence High School at US 52 (S. Irby St.). The improvements to John Paul Jones Road/School Entrance intersection with US 52 (S Irby St.) will greatly improve operational efficiency and safety along this section of US 52 (S Irby St.) particularly at the Alligator Road and US 52 intersection due to the separation that will be created between the two (2) intersections. The SCDOT has received recent concerns from the public about the safety of students and staff at South Florence High School who utilize both intersections to travel to school and these concerns have been shared with Florence County.

The projected cost estimate for the Alligator Road widening is approximately \$73.5 million dollars. The estimated cost for the improvements at US 52 (S. Irby St.) and Alligator Road are approximately \$1,500,000 which are currently included in the aforementioned estimated cost of the

Mr. Vincent Graham

Page 2

Alligator Road widening. The estimated cost for improvements at John Paul Jones/Entrance to South Florence High School at US 52 (S. Irby Street) is approximately \$1,100,000 which is not included in the projected cost estimate for Alligator Road. Florence County is requesting a scope extension to the Alligator Road Widening Project to include the realignment of John Paul Jones and the entrance to South Florence High School at US 52 (S. Irby St.) as part of the Alligator Road widening project which would increase the total projected cost of the Alligator Road widening to \$74.6 million dollars.

In accordance with the Intergovernmental Agreement between Florence County, the South Carolina Department of Transportation (SCDOT), and the South Carolina Transportation Infrastructure Bank (SCTIB), please sign and date below, indicating the SCTIB's concurrence with the proposed scope extension. Florence County in turn agrees to provide any additional information or documentation related to the scope extension, upon request from the SCTIB.

We appreciate the opportunity to work with SCDOT and the SCTIB on this important project. Please direct any questions or requests for additional information to SCDOT Program Manager Brian Dix, at 803-737-1085. If I may be of service, please let me know.

Sincerely,

K.G. Rusty Smith, Jr.  
County Administrator

KGS:ars  
cc: Brian Dix, SCDOT Program Manager  
Enclosures  
File: PC/RPG-2/AMS

SCTIB concurs with the use of Project funds to cover the additional cost associated with the scope extension, as outlined above, subject to review and approval of invoices and draw requests.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SCTIB does not concur with the use of Project funds to cover the additional cost associated with the scope extension, as outlined above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

June 1, 2015

Mr. Rodney Guffey  
691 Alligator Road  
Effingham, South Carolina 29541

RE: Intersection of Alligator Road (S-21-107) and US 52 – Florence County

Dear Mr. Guffey:

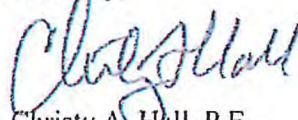
Senator Hugh Leatherman has written us on your behalf and asked that we respond to you regarding improvements to the intersection of Alligator Road and US 52 in Florence.

The Alligator Road widening project is currently in the Preliminary Engineering phase. The South Carolina Department of Transportation (SCDOT) acknowledges that the intersection of Alligator Road and US 52 is heavily congested, particularly in the peak morning hours as traffic is going to South Florence High School. As part of the Alligator Road Widening project, there are proposed improvements that will alleviate congestion at the intersection and allow it to operate at a more desirable level of service.

Your suggestion to realign John Paul Jones Road with the entrance to South Florence High School could potentially improve the operational efficiency of the intersection and will therefore be further evaluated for possible incorporation into the overall widening project. Please also note that this project is entirely funded through the Florence County Forward local option sales tax program and any changes in or additions to the project scope must obtain prior approval from Florence County, subject to the terms and conditions of the local option sales tax referendum.

SCDOT appreciates your input and involvement on this important project. If you have any questions, please feel free to contact Program Manager, Brian Dix, at (803) 737-1085.

Sincerely,



Christy A. Hall, P.E.  
Deputy Secretary for Engineering

CAH:ars

cc: Hugh K. Leatherman, Sr., South Carolina State Senate  
ec: Janet P. Oakley, Secretary of Transportation  
Ron K. Patton, P.E., Chief Engineer for Design and Traffic Engineering  
Mitchell D. Metts, P.E., Director of Preconstruction  
Brian Dix, P.E., RPG 2 - Program Manager  
Rusty Smith, Florence County Administrator

File: PC/RPG-2/BIDD  
CTS 3037280







FLORENCE ADDRESS  
1817 Pineland Avenue  
Florence, South Carolina 29501  
(843) 667-1152

HUGH K. LEATHERMAN, SR.  
SOUTH CAROLINA STATE SENATE  
DISTRICT 31, FLORENCE  
AND DARLINGTON COUNTIES

111 GRESSETTE SENATE OFFICE BUILDING  
COLUMBIA, SOUTH CAROLINA 29202  
(803) 212-6640

COMMITTEES  
Chairman, Finance  
Chairman, Operations and Management  
Ethics  
Interstate Cooperation  
Labor, Commerce and Industry  
Rules  
State House  
Transportation

April 30, 2015

Janet P. Oakley, Secretary of Transportation  
S.C. Department of Transportation  
955 Park Street  
Columbia, South Carolina 29201

Dear Secretary Oakley:

I am enclosing herewith a message that I recently received from my constituent, Alan Guffey, relative to the widening of Alligator Road. As you can see, Mr. Guffey is quite concerned that this project will have a negative impact on the already overused intersection at South Florence High School, and he puts forth a proposal to alleviate the congestion.

Secretary Oakley, I would very much appreciate it if you would ask your staff to look further into this suggestion to see if it can be incorporated into the Alligator Road project.

As always, thank you for your assistance.

Very truly yours,

Hugh K. Leatherman, Sr.  
Senate District 31

HKL:dsm

Enclosure  
Cc: Mr. Alan Guffey

10/6/AL

Apr 15th, 2:34pm

Mr. Leatherman, I have called your office to try and get a meeting with you on a matter that is a great concern to the people of South Florence area. The state is going to widen Alligator from Hwy 76 to Hwy 52. We all think this is a good step for the Florence area, but we all agree that it will not fix the problem with the intersection at South Florence High School. This is already a over congested red light and there plans are going to make it worse than it is now. We have looked at other ways to fix this problem and that is to do as follows: On the 52 Hwy end of Alligator road cross a short portion of woods at James Turner road and combine it with Paul Jones Road and come out to a new red light at the back entrance of South Florence High School. If they don't do this now they will be returning to this problem at a later date to fix what they didn't do the first time, this is a waste of tax payers dollars. It is a great concern for safety for students and staff of the school that the red light there is going to take on much more traffic. Please listen to the people who have voted for you for many years and address this problem for us. Just a note that Paul Jones road has needed a light for many many years, it is imposible to get out of that road most of the time and has been a lot of wrecks there. Combining Alligator road and Paul Jones road is the proper fix for this project. Thank you very much for reading this letter. Looking forward to hearing from you on this matter. Alan Guffey  
[alcocomfort@gmail.com](mailto:alcocomfort@gmail.com)

MAY - 5 2015

PROPOSED IMPROVEMENTS  
TO US 52 & ALLIGATOR RD. INTERSECTION AND  
US 52 & JOHN PAUL JONES RD. INTERSECTION



## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Administration

### **ISSUE UNDER CONSIDERATION:**

Authorize The County Administrator To Execute An Easement To Duke Energy Progress, Inc. In Order To Install Underground Electrical Lines And A Transformer At The New Veterans Affairs Building On National Cemetery Road.

### **POINTS TO CONSIDER:**

The 10 foot easement is needed in order to provide power to the new Veterans Affairs building to be constructed on National Cemetery Road.

### **OPTIONS:**

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

### **ATTACHMENT:**

Copy of Easement.

EASEMENT

Return to: Dennis Daniels  
Duke Energy  
1755 Mechanicsville Road  
Florence, SC 29501

SOUTH CAROLINA  
FLORENCE COUNTY  
Tax Map #90104-12-008

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), from FLORENCE COUNTY (AKA THE COUNTY OF FLORENCE), ("GRANTOR," whether one or more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); its successors, licensees, and assigns.

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in School District Number 1, of said County and State, described as follows: containing 4.35 acres, more or less, and being: 1) Lots 16, 17, 22, 23, 41, 42, 63, 64, 67, 68, and 69 as described in a deed from Deborah Artis to The County of Florence, dated May 7, 2013, and recorded in Deed Book B465, Page 1231; 2) the land described in a deed from Seretta Ford to Florence County, dated July 22, 2013, and recorded in Deed Book B479, Page 1501; 3) the land described in a deed from Bill Simpson to The County of Florence, dated February 3, 2014, and recorded in Deed Book B508, Page 379; and 4) the land described in a deed from Walter Huerta as Personal Representative for the Estate of Loretta J. Huerta (aka Loretta Huerta) to The County of Florence, dated March 13, 2015, and recorded in Deed Book B564, Page 1753, also shown as Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 41, 42, 43, 44, 45, 63, 64, 65, 66, 67, 68, and 69 on a plat, surveyed April 29, 1930, entitled "Map of the Mullins Villa", and recorded in Plat Book C, Page 297, all Office of the Clerk of Court for Florence County (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The center line of the Facilities shall be the center line of the Easement Area.

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

It is understood and agreed that the Easement Area herein granted shall be approximately located as shown on the sketch attached hereto as Exhibit A and recorded herewith.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors and assigns, forever, unless and until such time as DEP facilities installed pursuant to this easement are no longer being used to provide electrical power services to any customer, for a consecutive period of twelve months, at which time this easement shall become permanently null and void, in which instance DEP will not oppose any effort by GRANTOR to clear the easement from GRANTOR's property title. IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

Florence County

By: \_\_\_\_\_

K. G. Rusty Smith, Jr., County Administrator

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Connie Y. Haselden, Clerk to County Council

SOUTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, South Carolina, certify that \_\_\_\_\_ personally appeared before me this day and made oath that he/she saw the within named FLORENCE COUNTY, by K. G. Rusty Smith, Jr., it County Administrator, sign the foregoing EASEMENT, Connie Y. Haselden, its Clerk to County Council, attest the same, and said COUNTY, by said officials, seal said EASEMENT as its act and deed, deliver the same, and that the subscribing witnesses are not a party to or a beneficiary of the transaction, and that he/she with \_\_\_\_\_, witnessed the execution thereof.

Sworn to before me, this \_\_\_\_\_ day

of \_\_\_\_\_, 2016.

\_\_\_\_\_

Witness Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name of Notary

My commission expires: \_\_\_\_\_

### Exhibit A

Florence County Property  
Tax Map #90104-12-008

DIS# 1B8R39  
TU75DLM23YBC

377 FT 10 UG PRI  
339 FT TR36  
WR# 1147183  
NORTH LAKE CONSTRUCTION  
ADAM 303238 0355  
GH60BM 3 65K FUSES  
GH59BM 3 FUSE27CO100C  
GH61BM 3 18 KV DIP POLE  
ARR

REPL POLE ON WR#  
1154498

Duke Energy is installing a new underground electrical line. The new line starts at existing Duke Energy pole #GM59BM. It terminates at a new transformer that will be installed in the back of the building.

*This is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.*

Address: 707 E NATIONAL CEMETERY RD	Drawing No:	Revision	 	Work Request 1147183	Svc Coord.	Sheet 1 of 1
Contact:	City/Town, State: FLORENCE, SC			Drawn Hayes, Jimmy Randell	Approved	
				Checked	Date 12/31/2015	
				Operating Center FLORENCE	Scale 1 in = 100 ft	

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Administration  
Finance

**ISSUE UNDER CONSIDERATION:** Approval of assignment of the fee in lieu of tax agreement between Florence County and MIT-RCF, LLC to Carbon Conversions, Inc.

**POINTS TO CONSIDER:**

1. On June 26, 2015, MIT-RCF, LLC, a North Carolina company was merged into Carbon Conversions, Inc., a South Carolina company.
2. Florence County has a fee-in-lieu of tax agreement with MIT-RCF, LLC dated October 15, 2009, which was approved by Ordinance No. 12-2009/10.
3. Section 4.10 of this agreement permits MIT-RCF, LLC to assign this fee agreement to another party, with the prior written consent of the County.

**FUNDING FACTORS:**

1. NONE – Carbon Conversions, Inc. will make the annually required fee payment under this agreement to the County.

**OPTIONS:**

1. *(Recommended)* Approve the assignment of the fee in lieu of tax agreement between Florence County and MIT-RCF, LLC to Carbon Conversions, Inc.
2. Provide An Alternate Directive.

**ATTACHMENT:**

1. Memo from Richard Vine to Finance Director dated 12/7/15.
2. Copy of Ordinance No. 12-2009/10 and associated FILOT Agreement.





150 Godley Morris Blvd. Lake City, SC 29560

December 7, 2015

Mr. Kevin V. Yokim, CPA, CGFO  
Florence County Finance Director  
180 N. Irby St. MSC-H  
Florence, SC 29501

Re: FILOT Agreement between Florence County, SC and MIT-RCF, LLC  
Dated October 15, 2009

Dear Mr. Yokim,

MIT-RCF, LLC merged into Carbon Conversions, Inc. on June 26, 2015. In accordance with Section 4.10 (Assignment) of the FILOT agreement, Carbon Conversions, Inc. request that the entire agreement be assigned from MIT-RCF, LLC to Carbon Conversions, Inc.

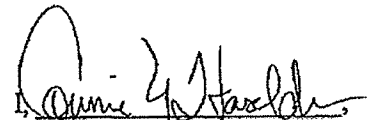
Please let me know if you have questions.

Regards,

A handwritten signature in black ink, appearing to read 'Richard C. Vine', written in a cursive style.

Richard C. Vine  
VP of Finance  
Carbon Conversions, Inc.

Sponsor(s) : Economic Development  
 First Reading/Introduction : August 20, 2009  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Second Reading : September 17, 2009  
 Public Hearing : October 15, 2009  
 Third Reading : October 15, 2009  
 Effective Date : Immediately

  
 Council Clerk, certify that this  
 Ordinance was advertised for  
 Public Hearing on 09/29/09

**ORDINANCE NO. 12-2009/10**

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

**(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And MIT-RCF, LLC, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes; To Provide For A Lease And Sale Of Land For The Project And Other Matters Related Thereto.)**

**WHEREAS:**

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action to place the Project in a multi-county park in cooperation with Williamsburg County; and
3. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 07-2009/10 dated as of September 17, 2009, authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of those companies identified as MIT-RCF, LLC, with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and
4. The Project is anticipated to result in a taxable investment of at least \$5,000,000 and in the creation of at least 120 new jobs within five years, thereby providing significant economic benefits to the County and surrounding areas; and
5. The County has determined on the basis of the information supplied to it by MIT-RCF, LLC that the

Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and

6. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with MIT-RCF, LLC, whereby the County would provide therein for a payment of fee in lieu of taxes by MIT-RCF, LLC with respect to the Project pursuant to the FILOT Act (collectively, the "Fee Agreement"); and
7. MIT-RCF, LLC has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes which the County proposes to execute and deliver; and
8. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

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

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

- (a) The Project constitutes a "project" as defined in the FILOT Act and will constitute "economic development property" as said term is referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The terms and provision of the Inducement Agreement are hereby ratified and approved and incorporated herein and made a part hereof;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;
- (d) The Project will give rise to no pecuniary liability of the county or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The inducement of the location of the Project within the County and the State is of paramount importance;
- (f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and
- (g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

**Section 2.** The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to MIT-RCF, LLC and

cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

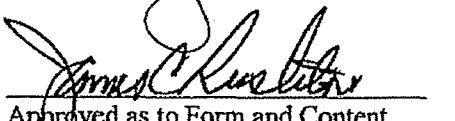
**Section 3.** The Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

**Section 4.** The provision of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.


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

ATTEST:

  
Connie Y. Haselden, Council Clerk

  
Approved as to Form and Content  
James C. Rushton, III, County Attorney

SIGNED:

  
K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE: *approved*  
OPPOSED: *0*  
ABSENT: *1 - J. Rodgers*

FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

MIT-RCF, LLC

Dated as of October 15, 2009

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

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

## FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of October 15, 2009 by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Florence County Council (the "County Council") as the governing body of the County, and MIT-RCF, LLC, a limited liability company organized and existing under the laws of the State of North Carolina (the "Company").

### RECITALS

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

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

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

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

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

### ARTICLE I

#### DEFINITIONS

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

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

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

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

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

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

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

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

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



“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

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

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

“Fee Agreement” shall mean this Fee Agreement.

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

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

“Industrial Development Park” shall mean the industrial or business park developed by two or more counties as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

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

“MCIP Act” shall mean Title 4, Chapter 1, Sections 170 et seq. of the Code of Laws of South Carolina, 1976, as amended.

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

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2009 or thereafter. The Project shall not include any property which is ineligible for FILOT treatment pursuant to Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

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

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

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

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

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

(d) The millage rate in Section 4.1 hereof is 275.3 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2008, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

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

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project

as a molding facility, and for such other purposes that the Act permits as the Company may deem appropriate.

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

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

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

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability. To the extent the provisions of the Act are held to be inapplicable to the property owned by the County (as improved by Tenant), the County hereby agrees that this Agreement shall be construed to provide for a fees in lieu of taxes pursuant to Section 4-12-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "Little Fee Statute") upon the same terms as described in this Agreement, and the inducement agreement and inducement resolution adopted in connection with this Agreement shall constitute the inducement documents pursuant to the Little Fee Statute.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary

notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

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

Section 3.3 Filings and Reports.

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

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real

property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2008, which is 275.3 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

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

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been

Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

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

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

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

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

entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment.

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

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

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.



(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

#### Section 4.8 Condemnation.

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

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

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

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes

and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County

agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) Each party shall be responsible for its own attorneys' fees incurred in connection with this Agreement and any other agreements or instruments entered into pursuant to the matters detailed herein.

ARTICLE V

DEFAULT

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

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

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

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

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

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

Section 5.2 Remedies on Default.

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

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

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

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

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

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

**ARTICLE VI**

**MISCELLANEOUS**

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

**IF TO THE COMPANY:**

MIT-RCF, LLC  
Attn: William R. Austin, CFO  
320 Rutledge Road  
Fletcher, NC 28732

**WITH A COPY TO:**

Haynsworth Sinkler Boyd, P.A.  
Attn: Edward G. Kluiters  
P.O. Box 11889  
Columbia, SC 29211

**IF TO THE COUNTY:**

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

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

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

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

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

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

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

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

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

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental

orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

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

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

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

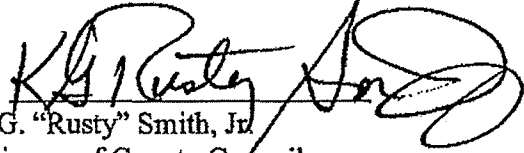
Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment,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

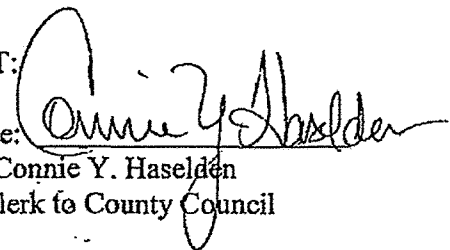
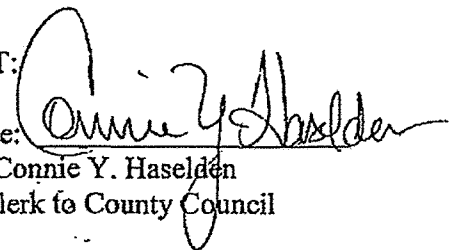
Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*,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

(Signature Page Follows)

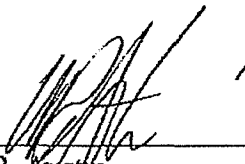
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly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

FLORENCE COUNTY, SOUTH CAROLINA

Signature:   
Name: K.G. "Rusty" Smith, Jr.  
Title: Chairman of County Council

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

MIT-RCF, LLC

Signature:   
Name: William R. Austin  
Title: Chief Financial Officer



**EXHIBIT A**  
**LEGAL DESCRIPTION**

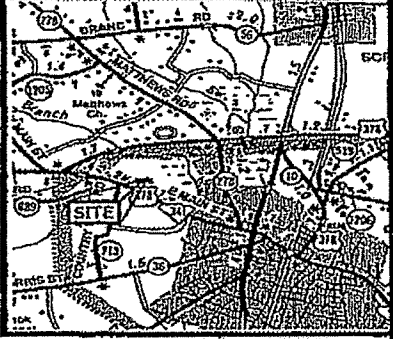
All that certain piece, parcel, or tract of land shown and designated as Tract "A" containing 13.69 acres on a plat prepared by Nesbitt Surveying, Co., Inc., said plat being dated September 11, 2009.

- LEGEND**
- ⊕ CLEAN OUT
  - ⊗ WATER VALVE
  - ⊙ SEWER MANHOLE
  - ⊞ ELECTRIC BOX
  - ⊞ ELECTRIC METER
  - ⊞ CATCH BASIN
  - ⊞ 2 WATER METERS

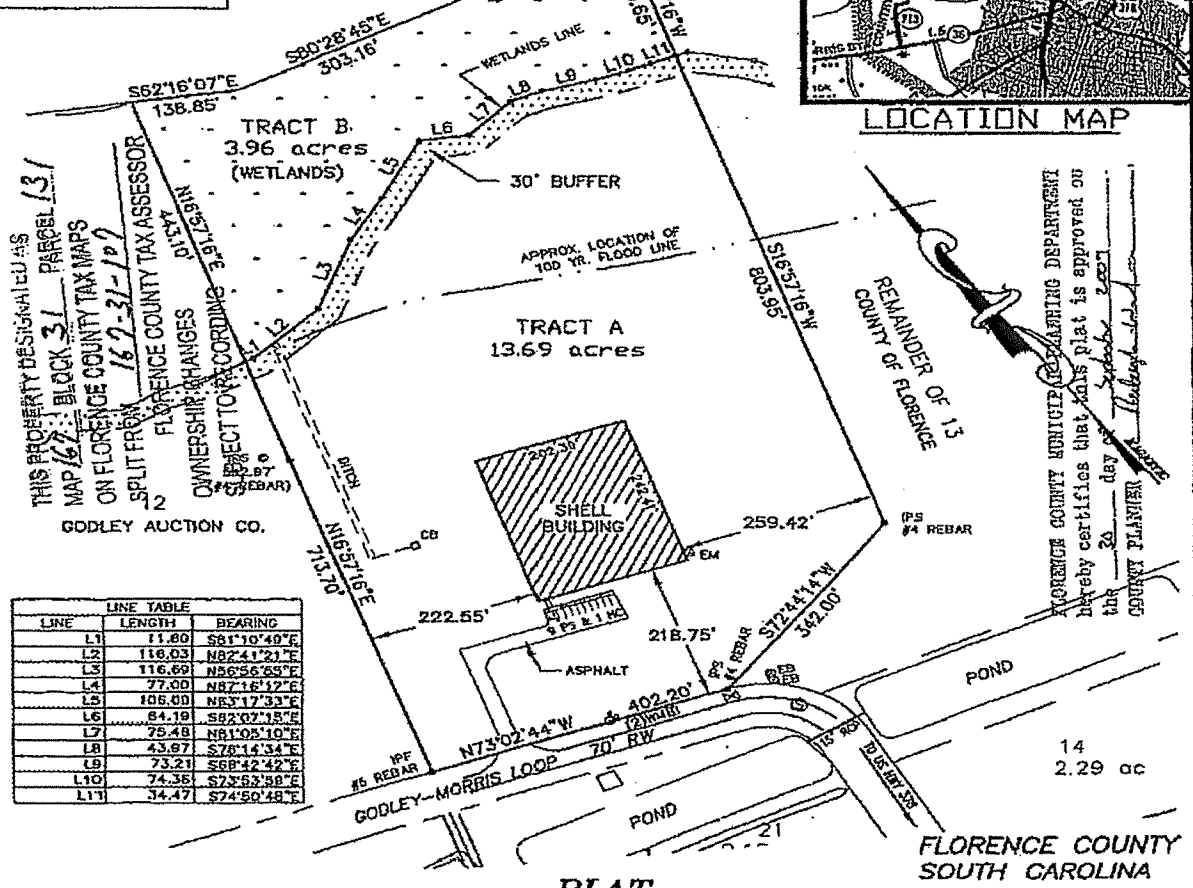
**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	249.33	1493.36	248.04	S78°18'53"E

2009 SEP 30 AM 10:24



CONNIE A. SHEARIN  
CCCP & GS  
FLORENCE COUNTY S.C.  
TM# 167-31-095  
SCDOT



**LINE TABLE**

LINE	LENGTH	BEARING
L1	11.80	S81°10'49"E
L2	118.03	N82°41'21"E
L3	116.69	N56°56'55"E
L4	27.00	N87°16'12"E
L5	18.00	N83°17'33"E
L6	84.19	S82°02'18"E
L7	25.48	N81°08'10"E
L8	43.67	S78°14'34"E
L9	73.21	S68°42'42"E
L10	74.35	S72°52'38"E
L11	34.47	S74°50'48"E

THIS PROPERTY DESIGNATED AS  
 MAP 167-31-095 PARCEL 131  
 ON FLORENCE COUNTY TAX MAPS  
 SPLIT FROM 167-31-109  
 FLORENCE COUNTY TAX ASSESSOR  
 OWNERSHIP CHANGES  
 SUBJECT TO RECORDING  
 BY  
 GODLEY AUCTION CO.

FLORENCE COUNTY MUNICIPAL PLANNING DEPARTMENT  
 hereby certifies that this plat is approved on  
 this 20 day of September 2009  
 COUNTY PLANNER

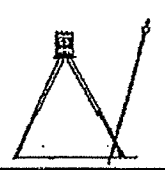
OF 2 TRACTS LOCATED WEST OF THE CITY OF LAKE CITY, FLORENCE COUNTY, SOUTH CAROLINA, BEING A PORTION OF THAT PROPERTY SHOWN AS LOT 13 SHOWN ON A CO. PLAT FOR GODLEY-MORRIS COMMERCE PARK BY NESBITT SURVEYING CO., INC. DATED DEC. 18, 2002, RECORDED IN PLAT BOOK 84, PAGE 6. SURVEYED FOR:

**COUNTY OF FLORENCE**

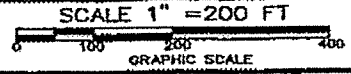
DATE: SEPT. 11, 2009 JOB NO: 09500 FLD BK: 270 PAGE: 88 REF JOB NO: TM# 167-31-107

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 45041C0369D, EFFECTIVE DATE DEC. 16, 2004, AND FOUND THE SUBJECT PROPERTY TO BE IN A FLOOD ZONE.

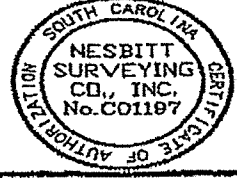
NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY, UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.



**NESBITT SURVEYING CO., INC.**  
 4340 ALLIGATOR ROAD  
 U.S. HIGHWAY 76 & ALLIGATOR ROAD  
 TIMMONSVILLE, S.C. 29161  
 PHONE (843) 346-2302  
 email davidn@nesbittsurveying.com



*David A. Nesbitt*  
 DAVID A. NESBITT RLS NO 7023



96-77

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Administration  
Finance

**ISSUE UNDER CONSIDERATION:** Approval of assignment of the lease agreement between Florence County and MIT-RCF, LLC to Carbon Conversions, Inc.

**POINTS TO CONSIDER:**

1. On June 26, 2015, MIT-RCF, LLC, a North Carolina company was merged into Carbon Conversions, Inc., a South Carolina company.
2. Florence County has a lease agreement with MIT-RCF, LLC dated November 9, 2009, which was subsequently amended on February 27, 2015, as approved by County Council at its regular meeting on February 19, 2015.

**FUNDING FACTORS:**

1. NONE – Carbon Conversions, Inc. will make the monthly required lease payments under this agreement to the County.

**OPTIONS:**

1. *(Recommended)* Approve the assignment of the lease agreement between Florence County and MIT-RCF, LLC to Carbon Conversions, Inc.
2. Provide An Alternate Directive.

**ATTACHMENT:**

1. Memo from Richard Vine to Finance Director dated 12/8/15.
2. Copy of Lease Agreement dated November 9, 2009 and amended Lease dated February 27, 2015.



150 Godley Morris Blvd. Lake City, SC 29560 843-374-5600

December 8, 2015

Mr. Kevin V. Yokim, CPA, CGFO  
Florence County Finance Director  
180 N. Irby St. MSC-H  
Florence, SC 29501

Re: Lease Agreement between Florence County and MIT-RCF, LLC - November 9, 2009  
Amendment to Lease Agreement between Florence County and MIT-RCF, LLC – February 27, 2015

Dear Mr. Yokim,

MIT-RCF, LLC merged into Carbon Conversions, Inc. on June 26, 2015. In accordance with the Amended Lease Agreement, Carbon Conversions, Inc. request that the lease be assigned from MIT-RCF, LLC to Carbon Conversions, Inc.

Please let me know if you have questions.

Regards,

A handwritten signature in black ink, appearing to read "Richard G. Vine".

Richard G. Vine  
VP of Finance  
Carbon Conversions, Inc.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this 9<sup>th</sup> day of November, 2009, by and between FLORENCE COUNTY, SOUTH CAROLINA (hereinafter called "Lessor"), whose mailing address is 180 North Irby Street, MSC-G, Florence, south Carolina 29501 and MIT-RCF, LLC (hereinafter called "Lessee"), whose mailing address is 320 Rutledge Road, Fletcher, North Carolina.

### ARTICLE I PREMISES

The "Premises" leased to Lessee hereunder consists of 13.69 acres of real property, along with any improvements, located in Florence County, South Carolina at the Godley Morris Commerce Center in Lake City, and specifically including the approximately 50,000 square foot spec building (the "Building") located thereon. The Premises are more particularly described by the legal description/plat attached hereto as Exhibit A.

### ARTICLE II TERM OF LEASE

Section 2.1 Demise. Lessor, for and in consideration of the rents, covenants and agreements herein contained on the part of the Lessee, has let and leased and by these presents does let and lease unto Lessee, and Lessee does hereby take and hire from Lessor, for the Term (as defined below) and any extensions thereof, the Premises.

#### Section 2.2 Term.

(a) The term of this Lease shall be for five (5) years and shall commence on November 9, 2009 (the "Commencement Date") and expire at midnight on November 9, 2014 (the "Initial Term" and, together with any Renewal Term (as defined below a "Term") unless sooner terminated or renewed pursuant to the terms hereof.

(b) Lessee shall have the right to renew the Lease for 3 additional five (5) year terms (each, a "Renewal Term") by providing written notice to Lessor at least 90 days prior to the expiration of the then existing Term. Rent (as defined below) shall increase as described in Section 3.1(a) below.

Section 2.3 Termination. Unless earlier terminated or renewed as provided herein, this Lease shall terminate at the end of the Term without the necessity of any notice from either Lessor or Lessee to terminate same. Lessee hereby waives notice to vacate the Premises and agrees that Lessor shall be entitled to the summary recovery of possession of the Premises should Lessee hold over to the same extent as if statutory notice had been given. In the event Lessee holds over without the express written consent of Lessor, Lessee shall be deemed to hold over as a tenant at will.

ARTICLE III  
RENT

Section 3.1 Base Rent.

(a) As used herein, the term "Lease Year" shall refer to each year during a Term beginning on November 9, 2009 and ending on November 9, 2014. For each Lease Year, Lessee shall pay Lessor an annual base rent ("Base Rent"), payable in advance in equal monthly installments as provided hereinafter, and due on the first day of each calendar month. For Lease Years 1-3, the annual Base Rent shall be \$12,000.00 per year, with monthly installments of \$1,000.00. For Lease Years 4-5 and any Renewal Term, the annual Base Rent shall be equal to the then-current fair market rental value of the Premises as determined at the end of Lease Year 3, by a certified real estate appraiser and mutually accepted by both Lessor and Lessee. The costs of the appraisal shall be borne by Lessor. Lessor shall notify Lessee at least six (6) months prior to the commencement of Lease Year 4 with the proposed annual Base Rent for Lease Years 4-5 and all Renewals Terms based on the outcome of the appraisal, to be payable in advance in equal monthly installments during such Lease Years. If Lessee and Lessor cannot thereafter reasonably agree on the annual Base Rent at least sixty (60) days prior to the commencement of Lease Year 4, Lessee shall have the option to terminate this Lease immediately upon notice to Lessor and will have no further liability hereunder.

(b) The aforesaid payments are to be made to the Lessor at the address of Lessor set forth above, or to such other party at such other place as shall be designated by the Lessor in writing at least ten (10) days prior to the next ensuing rent payment date.

Section 3.2 Taxes, Insurance, and Operating Expenses. As additional rent, Lessee shall pay directly when due so as to avoid any penalties or cancellation, or shall pay to Lessor within thirty (30) days after notice that such sums are due, all insurance premiums required hereby, all property taxes or fee in lieu of taxes (real and personal), if any, on the Premises, any and all Operating Expenses (as defined hereafter) with respect to the Premises and the Building, and other sums due and owing hereunder (the "Additional Rent", which with Base Rent and all other amounts owing hereunder collectively the "Rent"). "Operating Expenses" shall mean all actual costs and expenses incurred in connection with the ownership and operation of the Premises, the Building, and the grounds surrounding the Building (except to the extent expressly assumed by Lessor hereunder), including but not limited to: (a) industrial park regime and maintenance charges; (b) Lessor's and Lessee's insurance premiums; (c) costs of maintenance of the Premises, including, but not limited to, parking areas, driveways, alleys, landscaping, grounds, and other common areas of the Building; (d) security services; (e) miscellaneous costs and charges including trash collection, alarm system charges, and telecommunication charges; and (f) other sums due and owing hereunder.

Section 3.3 Net Lease and Adjustments to Rent. Lessor and Lessee agree that this Lease is intended to be a triple net lease with Lessee responsible for all expenses related to the operation and maintenance of the Premises, including but not limited to the Additional Rent.

Section 3.4 Fee in Lieu of Taxes. Lessor and Lessee agree to a payment by Lessee of a fee in lieu of taxes with respect to the Premises and the Building (as improved by Tenant), the specifics of which are described in a fee agreement between Lessor and Lessee dated as of October 15, 2009 (the "Fee Agreement") pursuant to Section 12-44-10 *et seq.* of the South Carolina Code (the "Simplified FILOT Act"). To the extent the provisions of the Simplified FILOT Act are held to be inapplicable to the Premises and the Building (as improved by Tenant), this Section shall be construed to provide for a fee in lieu of taxes pursuant to Section 4-12-10 *et seq.* of the South Carolina Code (the "Little Fee Statute") upon the same terms as described in the Fee Agreement, and the inducement agreement and inducement resolution adopted in connection with the Fee Agreement shall constitute the inducement documents pursuant to the Little Fee Statute.

#### ARTICLE IV IMPROVEMENTS AND ALTERATIONS

Section 4.1 Improvements and Agreements of Lessee. Lessee agrees, by utilizing the grant from Lessor in the amount of up to One Million Six Hundred Forty Five Thousand Dollars (\$1,645,000.00) (the "Grant"), to upfit the Building as specified on the attached Exhibit B (the "Lessee Improvements"). Lessee has submitted plans of such Lessee Improvements to Lessor, and Lessor has approved the same.

Section 4.2 Further Improvements/Alterations by Lessee. Except as otherwise provided herein, Lessee shall make no alterations, additions or improvements to the Premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.

Section 4.3 Liens. Upon completion of the Lessee Improvements and any other permitted improvements or alterations, Lessee shall deliver to Lessor waivers and affidavits confirming that all contractors, subcontractors, laborers and materialmen who have performed work on the Premises have been paid in full. Such waivers and affidavits shall be in a form acceptable to Lessor and in accordance with applicable South Carolina statutes.

Should mechanics', materialmens or other liens or claims thereof be filed against the Premises or Building by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the lien to be cancelled and discharged of record by bond or otherwise within thirty (30) days after receipt of notice from Lessor, or shall commence to resolve the lien if such lien cannot reasonably be cancelled or discharged within thirty (30) days, but in no event shall Lessee have more than sixty (60) days to resolve such lien. Should Lessee fail to cause, or commence to cause, such lien to be so discharged or bonded, Lessee shall be in default hereunder, and Lessor may exercise any or all remedies available to Lessor. If within thirty (30) days Lessee has not commenced to take reasonable steps towards cancelling or discharging such lien, Lessor may also at its option discharge the same by paying the amount claimed to be due, and Lessee shall pay as additional rent on demand the amount so paid and all costs and expenses incurred by Lessor including reasonable attorney's fees in processing such discharge, and this provision shall survive this Lease.

ARTICLE V  
USE

Section 5.1 Prohibited Uses. The Premises may not be used for any purposes (i) except those permitted herein, (ii) which are in violation of any requirements of any insurer of the Premises or in violation of any law, statute, ordinance, rule or regulation of any governmental authority having jurisdiction, or (iii) which are so offensive or obnoxious as to constitute a nuisance.

Section 5.2 Permitted Uses. The Premises shall be used for manufacturing, warehousing, distribution, and for office space, all in connection with and related to the business operations of Lessee.

ARTICLE VI  
ENTRY BY LESSOR

Section 6.1 Inspection and Repairs. Lessor, and its agents and employees, shall have the right, but shall not be required, to enter the Premises at all reasonable hours for the purpose of making inspections, repairs, alterations, improvements and additions which Lessor shall deem necessary for the safety, preservation or improvement of the Premises, and Lessor shall be allowed to take necessary materials therefor into and upon the Premises. In connection with the making of such repairs or the performance of such work, Lessor agrees to provide Lessee with at least twenty-four (24) hours of advanced notice prior to entering the Premises, and upon such entry, will cause as little inconvenience, annoyance or disturbance to Lessee as reasonably possible.

ARTICLE VII  
DEFAULT AND REMEDIES

Section 7.2 Events of Default. If (i) Lessee fails to pay when due any installment of Rent, (ii) Lessee fails to keep, perform and observe any other covenant hereunder, (iii) any order for relief from creditors is entered on behalf of Lessee, Lessee is adjudged insolvent according to law, any assignment of Lessee's property is made for the benefit of its creditors, or Lessee files a petition or a petition is filed against Lessee under any federal or state bankruptcy law (any of such events being herein called an "Event of Default"), Lessor shall, with respect to an Event of Default other than nonpayment of Rent, give Lessee written notice thereof and Lessee shall have thirty (30) days after receipt of such notice in which to cure such Event of Default, or in which to commence to cure such Event of Default if such Event of Default cannot reasonably be cured within thirty (30) days, and if Lessee thereafter continues to diligently pursue such cure to completion. In the event Lessee fails to pay any installment of Rent when due, Lessor shall give Lessee written notice thereof and Lessee shall have ten (10) days after receipt of such notice in which to cure such nonpayment of Rent by paying all late Rent due and any interest due and any late charges due pursuant to the terms hereof. If Lessee fails to pay any installment of Rent within ten (10) days of the date first due, a late charge in an amount equal to five percent (5%) of the unpaid installment shall be imposed on the then-delinquent amount of Rent.



### Section 7.3 Lessor's Remedies.

If an Event of Default occurs and is not cured within the time allowed hereby for the cure thereof, and so long as such Event of Default shall be continuing, Lessor may at any time thereafter, at its election:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. Lessee shall be liable to Lessor for all reasonable loss, damage and expense which Lessor may suffer by reason of such termination;

(b) Without terminating this Lease, seek specific performance of Lessee's obligations hereunder;

(c) Without terminating this Lease, reenter the Premises (by legal action, if necessary), and proceed to relet as Lessee's agent all or any part of the Premises as Lessor in its sole discretion may deem necessary or appropriate, and on such terms, rentals and conditions as may, in the reasonable opinion of Lessor, be commercially reasonable; all rentals received by Lessor from such reletting shall be applied first, to Lessor's expenses incurred in connection with any such reentering and reletting, including without limitation, any and all costs and expenses incurred in renovating or altering space in the Premises to make it suitable for reletting, brokerage commissions and attorneys fees and other fees incurred in connection therewith, and advertising costs and expenses; second, to all other damages and expenses suffered or incurred by Lessor as a result of Lessee's breach hereof; and third, to all Rent not paid by Lessee; any surplus of such rentals shall be held by Lessor without interest and free from the claims of creditors of Lessee, as security for the continued payment and performance of Lessee's obligations hereunder until Lessor terminates this Lease or the Term expires, at which time, any amount remaining after full payment to Lessor will be paid over to Lessee. Unless Lessor has expressly notified Lessee that it is exercising the right of termination contained in clause (a) of this section, the actions described in this clause (c) shall not be deemed to terminate this Lease or constitute an acceptance of any attempted or purported surrender by Lessee of the Premises or any part thereof. If Lessor re-enters the Premises, Lessor shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises; provided, however, Lessee has been given reasonable time to remove all its property from the Premises consistent with the terms hereof; or

(d) Pursue such other remedies at law as Lessor may choose.

(e) If Lessor terminates this Lease upon the occurrence of an Event of Default, Lessor may recover from Lessee the sum of: (a) all Base Rent and all other amounts accrued hereunder to the date of such termination; (b) the reasonable cost of reletting the whole or any part of the Premises, including without limitation, brokerage fees and/or leasing commissions incurred by Lessor, if the Event of Default has occurred prior to one year before the end of the Term; (c) costs of removing and storing Lessee's or any other occupant's property, repairing, altering, remodeling, or otherwise putting the Premises into the condition required by this Lease upon its regular termination; and (d) all reasonable

expenses incurred by Lessor in pursuing its remedies, including reasonable attorneys' fees and court costs.

Section 7.4 Default by Lessor. In the event of any default by Lessor and if Lessor fails to cure such default within thirty (30) days after notice from Lessee of same (or, if such default cannot reasonably be cured within thirty (30) days, if Lessor fails to commence to cure such default within thirty (30) days and/or fails to diligently pursue such cure to completion thereafter), Lessee may exercise any and all remedies available at law or in equity, including the right of specific enforcement or self help. Except as otherwise provided herein, Lessee may not terminate this Lease for breach of Lessor's obligations hereunder. In cases involving safety concerns and emergencies, such as roof leaks, where Lessee's property may be damaged, Lessor will cure such matters on receipt of notice, and if Lessor does not promptly cure same, Lessee may take reasonable steps to cure same and to seek reimbursement of costs from Lessor. If Lessor does not promptly repay Lessee the costs of such repairs, Lessee may deduct same from Rent due hereunder.

## ARTICLE VIII MAINTENANCE AND SERVICES

Section 8.1 Repairs by Lessor. During the Term of this Lease, Lessor agrees to make and pay for all necessary structural repairs and/or replacements to the exterior walls, the roof, and the foundation of the Building which were in place prior to any UpFit of the Building.

Anything in this Lease to the contrary notwithstanding, the Lessor agrees that if in an emergency it shall become necessary to promptly make any repairs hereby required to be made by the Lessor, the Lessee may at its option proceed forthwith to have such repairs made and pay the cost thereof. The Lessor agrees to repay to Lessee the cost of such repairs on demand, and that if not so paid the Lessee may deduct the amount so expended by it from Rent due or to become due. In the event the Lessee shall elect not to make such repairs, it will promptly notify the Lessor of the need for such repairs.

Section 8.2 Lessee's Repairs and Maintenance. Lessee shall, at its sole cost and expense, except for work expressly required to be done by Lessor under the terms hereof or paid for or reimbursed by Lessor under the terms hereof, maintain in good working order and condition, and replace where necessary, the Premises, including without limitation, the Lessee Improvements and Building UpFit, all lighting, all mechanical (HVAC, electrical, and plumbing) systems of the Building, the partition walls and/or cubicles, flooring and floor covering, all fixtures, air conditioning, ventilating and heating equipment serving the Premises and other equipment therein, all Lessee's signs, locks and closing devices, all windows, window sashes, casements or frames, and all doors and door frames, excluding, however, the foundation, the roof and exterior walls of the Building, which shall be repaired and maintained by Lessor. Lessee shall also be liable for the repair and maintenance of any electrical, plumbing or other systems serving the Building or the Premises wherever located on the Premises. Lessee shall perform such items of repair and maintenance to the Premises as may at any time or from time to time be required by any governmental agency having jurisdiction thereof. Additionally, Lessee agrees to keep the HVAC system on a routine maintenance and inspection schedule and to provide evidence of same to Lessor upon Lessor's request.

If Lessee or Lessor refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner satisfactory to Lessor or Lessee, as the case may be, Lessor or Lessee shall have the right, but not the obligation, upon giving the other party five (5) days prior written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Lessee or Lessor, as the case may be. In such event, such work shall be paid for by Lessee as additional Rent promptly upon receipt of a bill therefor, or shall be paid for by Lessor promptly upon receipt of a bill therefor. If Lessor does not promptly repay Lessee the costs of such work, Lessee may deduct same from Rent due hereunder, and as necessary, may decrease Rent due to cover such work..

Section 8.3 Utilities. Lessee shall be responsible for and shall bear the expense of all utilities for the Premises, including without limitation, water, sewer, electricity, gas and telephone.

## ARTICLE IX DESTRUCTION OF PREMISES

Section 9.1 Total Destruction. If the Building is totally destroyed, or so substantially damaged by storm, fire, earthquake, or any other casualty that rebuilding or repair cannot be completed within one hundred twenty (120) days after the date of such damage, this Lease shall, at the option of either Lessor or Lessee, terminate as of the date of such destruction or damage. Upon termination pursuant to the provisions of this section, Base Rent and any Additional Rent shall be accounted for between Lessor and Lessee as of that date. If the Building is so damaged, and if neither party elects to terminate this Lease, Lessee will promptly, at its sole cost and expense, restore, replace or rebuild the same as nearly as possible to the condition existing immediately prior to such damage or destruction and as expeditiously as practicable. Lessor shall make available any insurance proceeds it receives for such purposes.

Section 9.2 Partial Destruction. If the Building is damaged due to conduct of Lessee, but not to the extent described above, by any such casualty, Lessee will promptly, at its sole cost and expense, restore, replace or rebuild the same as nearly as possible to the condition existing immediately prior to such damage or destruction and as expeditiously as practicable. Lessor shall make available any insurance proceeds it receives for such purposes.

Section 9.3 Rent Abatement During Restoration. If the Premises are to be restored pursuant to the terms hereof, Base Rent shall be abated proportionately with the degree in which Lessee's use of the Premises is impaired commencing from the date of damage or destruction and continuing during the period of Lessor's work. Lessee shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable and the obligation of Lessee hereunder to pay Rent shall remain in full force and effect. Lessee shall not be entitled to any compensation or damages from Lessor for the loss of use of the whole or any part of the Premises or the Building, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

ARTICLE X  
INSURANCE AND INDEMNITY

Section 10.1 Types and Amounts of Insurance. Lessee agrees that it will keep the Building insured against loss or damage with standard extended risk coverage (including, without limitation, lightning, windstorm, earthquake, hail, wind-driven water, fire and flood) to at least the replacement value thereof. Each such policy of insurance shall contain a provision waiving the insurer's right of subrogation against the Lessor and shall name Lessor as additional insured/loss payee. It is agreed that the insurance shall be carried for the mutual benefit and protection of Lessor and Lessee as their interests may appear.

Lessee shall maintain at its expense liability insurance on the Premises with limits of not less than [One Million Dollars (\$1,000,000.00)]. Said liability policy shall name Lessor as an additional insured, provide for thirty (30) days written notice to Lessor of cancellation, and provide for deductibles not in excess of Ten Thousand Dollars (\$10,000.00). Lessor shall receive a duplicate original of the liability insurance policy.

Section 10.2 General Indemnity. To the extent permitted by law, Lessee agrees to indemnify, defend and hold harmless Lessor, and Lessor's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims for injuries to any person and for any damage to or theft or misappropriation or loss of property occurring in or about the Premises and arising from the use and occupancy of the Premises by Lessee or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises or due to any other act or omission of Lessee, or any of its subtenants, assignees, invitees, employees, contractors and agents, excepting, however, such claims and demands, whether for injuries to persons or loss of life, or damage to property, which are caused by acts or omissions of the Lessor. The furnishing of insurance required hereunder shall not be deemed to limit Lessee's obligations under this Section.

The Lessor during the Term hereof shall be fully responsible and liable for its agents, employees and contractors, including any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the Lessor.

ARTICLE XI  
ENVIRONMENTAL

Section 11.1 Lessee's Obligation Not to Contaminate Premises. Lessee agrees it shall not contaminate the Premises with any hazardous substances as defined in the Federal Comprehensive Environmental Response Compensation Liability Act, 42 USC §§ 9601 et. seq., as amended, hazardous waste as defined in the Federal Resource Conservation and Recovery Act, 42 USC §§ 6901 et. seq., as amended, and in applicable state and local laws, rules, regulations, order or ordinances, or petroleum or asbestos (hereinafter collectively "Hazardous Materials") in violation of applicable laws or regulations. If Lessor, in its reasonable discretion, has reason to believe that the Premises have become contaminated with Hazardous Materials by Lessee in breach of the provisions of this Lease, Lessor, in addition to its other rights under this Lease and upon providing twenty-four (24) hours advanced notice to Lessee, may enter upon the Premises and obtain samples

from the Premises for the purposes of analyzing the same to determine whether and to what extent the Premises have become so contaminated. In the event it is determined that Lessee has contaminated the Premises with Hazardous Materials in violation of applicable laws or regulations, it shall be Lessee's responsibility to take all necessary steps to remove such Hazardous Material from the Premises and bring the Premises into compliance with the aforementioned applicable regulations.

Section 11.2 Indemnification. Lessee shall indemnify and hold harmless Lessor from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or connected with contamination by Lessee of the Premises with Hazardous Materials in violation of applicable laws or regulations. Lessor shall indemnify and hold harmless Lessee from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or connected with contamination by Lessor of the Premises or the Building with Hazardous Materials in violation of applicable laws or regulations.

Section 11.3 Survival. The provisions of this Article XI shall survive the expiration or earlier termination of this Lease.

## ARTICLE XII SURRENDER

Section 12.1. Surrender of Premises. At the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor broom clean and in the same condition as when tendered by Lessor, reasonable wear and tear, permitted alterations and insured casualty excepted. Lessee shall have no right to remove any alterations or improvements, whether made by Lessee or Lessor, including, but not limited to, the Lessee Improvements, floor and wall coverings, lighting, heating, air conditioning, ventilating, plumbing, truck ramps, and other such fixtures, partitions, alterations, improvements, systems and all such similar apparatus and equipment. If not then in default, Lessee shall, however, have the right at the end of the term hereof to remove any furniture, trade fixtures or other personal property placed in the Premises by Lessee provided that Lessee repairs any damage caused by such removal and provided further that all such removal and/or repairs are completed by the normal expiration date hereof.

## ARTICLE XIII CONDEMNATION

Section 13.1 Total Taking. In the event that the whole of the Premises shall be condemned or taken in any manner for any public or quasi-public use this Lease shall forthwith cease and terminate as of the date of vesting of title in the condemnor.

Section 13.2 Substantial Taking. If only a part of the Premises shall be so condemned or taken, but in Lessee's reasonable opinion the taking makes it economically unfeasible for Lessee to continue to use the Premises in a normal and satisfactory manner for the purpose for which the Premises was used immediately prior to the taking, then Lessee, by giving thirty (30) days notice to

Lessor, may terminate this Lease effective thirty (30) days after the date of vesting of title in the condemnor.

Section 13.3 Lessee's Right to Share in Award. In the event this Lease is terminated pursuant to the terms hereof, Lessee shall have no right to share in Lessor's award, but this provision shall not affect Lessee's right, if any, to pursue its own claim against the condemning authority. Lessee's right to assert such a claim shall survive the termination of this Lease.

Section 13.4 Partial Taking. If only a part of the Premises shall be so condemned or taken and this Lease is not terminated pursuant to the terms hereof, Lessor will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as practicable to the same condition as existed prior to such condemnation or taking, the Rent shall be abated in proportion to the area of the Premises so condemned or taken. In the event of such partial taking, Lessee shall have no right to share in any award to Lessor by the condemning authority, but this provision shall not affect Lessee's rights, if any, to pursue its own claim against the condemning authority.

ARTICLE XIV  
QUIET ENJOYMENT

Section 14.1 Quiet Enjoyment. Lessee, upon observing, performing and keeping all the covenants and agreements herein contained, shall and may lawfully, peaceably and quietly have, hold, use, occupy, possess, and enjoy the Premises for and during the Term, without disturbance by Lessor, or by any person claiming by, through or under Lessor.

ARTICLE XV  
ASSIGNMENT, SUBLETTING AND CHANGE OF OWNERSHIP

Section 15.1 Assignment and Subletting. Neither party shall have the right to assign this Lease or sublet any portion of the Premises without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempt by either party to transfer, assign, sublet or change ownership without first obtaining the other party's express written consent shall be void, shall confer no rights upon any third person and shall operate to prevent any such transfer, assignment, subletting, or change of ownership from becoming effective with respect to this Lease and the Premises. Notwithstanding anything herein to the contrary, Lessee is permitted to grant a revocable license to its vendors and supporters to enter the Premises or any portion thereof in order to conduct business with Lessee from time to time.

ARTICLE XVI  
OPTION TO PURCHASE

Section 16.1 Option to Purchase Premises. At any time during the Initial Term, Lessee shall have the option to purchase the Premises and the Building (the "Option") as provided herein and in accordance with the terms and conditions of purchase set forth on the attached Exhibit C. Lessee shall exercise the Option by giving Lessor ninety (90) days notice of its election, with Closing to be held no later than thirty (30) days thereafter unless extended by mutual agreement of the parties.

Section 16.2 Purchase Price.

(a) Lessor acknowledges that it is Lessee's intention during the Term of the Lease to invest at least \$5,000,000.00 in the Premises and/or Building and to create at least 120 new, full time jobs within Florence County, South Carolina (the "Minimum Requirements"). If Lessee exercises the Option to purchase the Premises and the Building as provided herein, the purchase price shall be a nominal consideration of \$100.00, provided, that Lessee has met the Minimum Requirements, and Lessee has repaid the Grant to Lessor or will repay such Grant at Closing.

(b) If Lessee has not met the Minimum Requirements, but has repaid (or will pay at Closing) the Grant, the purchase price of the Premises and Building shall be increased by \$6,250 per job shortfall. There shall be no adjustment for any shortfall in capital investment and Lessee shall be entitled to purchase the Premises and the Building provided the Grant is repaid at or prior to Closing.

(c) If Lessee is not able to repay the Grant prior to the end of Initial Term, Lessee cannot exercise the Option, but the Option shall continue during the first Renewal Term. However, Lessee shall be entitled to continue to lease the Premises and the Building and renew the Lease in accordance with Section 2.2 hereof for one or more additional Renewal Terms.

The repayment of the Grant shall, in such case, be in accordance with the terms of the Incentive and Inducement Agreement between Lessor and Lessee. Once the Grant is repaid, the Option can be exercised for a nominal consideration of \$100.00, subject to adjustment for any shortfall in jobs as provided above.

(d) Notwithstanding the foregoing, if, prior to the exercise of the Option, Lessee meets the Minimum Requirements and commits to an additional investment of at least \$5,000,000.00 in the Premises and the additional creation of at least 120 more new, full time jobs within Florence County, South Carolina, within the first renewal term, Lessee's obligations to repay any remaining sums of the Grant shall be extinguished once the additional investment is made and the additional jobs are created and Lessee may exercise the Option for the \$100.00 nominal consideration purchase price at that time.

Section 16.3 Permitted Exceptions. If Lessee exercises the Option, Lessee agrees to purchase the Premises subject only to those matters of survey or title expressly set forth on Exhibit D (the "Permitted Exceptions"). Lessor covenants and agrees during the Term hereof not to further alter or encumber the title to the Premises beyond the Permitted Exceptions.

Section 16.4 Option to Purchase Adjacent Property. At any time during the Term, Lessee shall also have the option to purchase the real property adjacent to the Premises in accordance with the terms and conditions set forth on Exhibit E.

ARTICLE XVII  
MISCELLANEOUS PROVISIONS

Section 17.1 Entire Agreement. This Lease is intended to be the final and complete expression of the agreement between the parties. All negotiations and oral agreements of the parties hereto with respect to the subject matter hereof are merged into this Lease. No amendment of this Lease shall be binding unless evidenced in writing and signed by Lessor and Lessee. All parties hereto have participated in the negotiations for and preparation of this Lease. In no event, therefore, shall this Lease be construed more or less stringently against any party.

Section 17.2 Captions. The captions of the Articles and Sections of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of such Articles and Sections.

Section 17.3 Successors and Assigns. Subject to the provisions of Article XVI hereof governing assignment and subletting, the covenants and agreements herein contained shall bind and inure to the benefit of the Lessor, its successors and assigns, and Lessee, its successors and assigns.

Section 17.4 Partial Invalidity. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, the intention of the parties hereto is that the remainder of this Lease shall not be affected thereby.

Section 17.5 Notices. Whenever by the terms of this Lease, notice shall be required, necessary or desired to be given, such notice shall be in writing and shall be deemed effective when delivered by hand against receipt or on the fifth (5th) consecutive calendar day from and after the date upon which it shall have been deposited, postage prepaid, to the United States mail, certified, return receipt requested, to a party at its respective address as set forth on page 1 of this Lease unless either party notifies the other of an alternative or additional address for notices, in which case such alternative or additional address must be used instead of or in addition to the address for such party on page 1 hereof.

As to County:

Florence County  
Attn: County Administrator  
180 N. Irby St., MSC-G  
Florence SC 29501  
FAX: 843-665-3070

As to Company:

MIT-RCF, LLC  
Attn: William R. Austin, CFO  
320 Rutledge Road  
Fletcher, NC 28732  
FAX: 828-651-9648

Section 17.6 Time of Essence. Time shall be of the essence to the parties with respect to all provisions of this Lease.

Section 17.7 Estoppel Certificate. From time to time and at any time during the Term, Lessor or Lessee shall, within twenty (20) days following written request from the other, execute,



acknowledge, and deliver to the other a statement in writing certify: (1) whether this Lease is in full force and effect and whether there shall have been modifications to this Lease, and if so, the substance and manner of such modifications; (2) as to the validity and force and effect of this Lease; (3) as to the existence of any offsets, counterclaims or defenses; (4) as to the commencement and expiration dates of the term; (5) the dates to which all rental and other charges have been paid and whether any such payment represents payment in advance; (6) to the best knowledge of the individual executing the statement whether any default of the other party in the performance of any covenant, agreement, or condition has occurred and remains uncured and if such default has occurred, the nature, thereof; and (7) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the party requesting it and any such other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same, but not to the extent of any default under this Lease of which the individual executing the statement shall have no actual knowledge.

Section 17.8 Governing Law. This Lease and the rights and obligations of Lessor and Lessee hereunder shall be governed and enforced under the laws of South Carolina.

Section 17.9 Multiple Counterparts. This Lease shall be executed in multiple counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

Section 17.10 Interest Rate. Any amounts payable by Lessee to Lessor or by Lessor to Lessee pursuant to the provisions of this Lease and not paid when due shall bear interest at the rate equal to "Prime Rate" as quoted by The Wall Street Journal as same may change from time to time, plus five percent (5%) per annum, provided that no such interest shall be charged on Rent paid within five (5) days of the date first due.

Section 17.11 Payments by Lessor. In the event Lessee fails to pay when due taxes, insurance, costs of repairs, unpaid mechanics or materialmen, or any other expenses required to be paid by Lessee under this Lease, Lessor may at its option, and without waiving any other rights and remedies hereunder, pay any of such amounts due on behalf of Lessee, and Lessee shall immediately reimburse Lessor for such expenses, together with interest at the rate provided herein from the date of payment by Lessor. Similarly, in the event Lessor fails to pay when due taxes, insurance, costs of repairs, unpaid mechanics or materialmen, or any other expenses required to be paid by Lessor under this Lease, Lessee may, at its option and after notice to Lessor and Lessor's failure to cure same, and without waiving any other rights and remedies hereunder, pay any of such amounts due on behalf of Lessor, and Lessor shall immediately reimburse Lessee for such expenses, together with interest at the rate provided herein from the date of payment by Lessee.

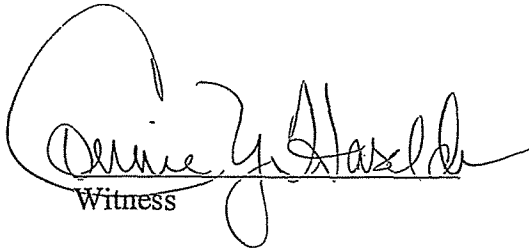
Section 17.12 Remedies Cumulative. The remedies herein provided to Lessor and Lessee are intended to be cumulative to any other remedies provided by law or equity.

Section 17.13 Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any covenant of this Lease, or to exercise any option or right herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant,

right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by said party. Non payment or acceptance by either party of a lesser amount than shall be due hereunder shall be deemed to be anything but payment on account, and the acceptance of such a lesser amount whether made by check with an endorsement or statement thereon, or by an accompanying letter or otherwise that said lesser amount is payment in full, shall not be deemed an accord and satisfaction, and such payment may be accepted without prejudice to the accepting party's rights to recover the balance due or pursue any other remedies hereunder. For the purposes of any suit brought or based on this Lease, the failure to include any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

Section 17.14 Memorandum of Lease. Lessor and Lessee hereby agree to execute, on request of either of them, a memorandum of this Lease summarizing the provisions of this Lease. Such memorandum shall be promptly recorded in the real property records of the county in which the Premises are located.

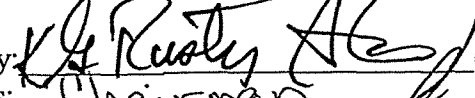
IN WITNESS WHEREOF, Lessor and Lessee, by and through their duly authorized and elected corporate officers, have caused this Lease to be executed in the name of their respective entities, sealed with their respective seals and delivered, each one to the other.

  
Witness

\_\_\_\_\_  
Witness

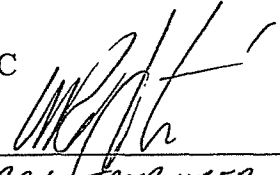
LESSOR:


FLORENCE COUNTY, SOUTH CAROLINA

By:  (SEAL)  
Its: Chairman

LESSEE:

MIT-RCF, LLC

By:  (SEAL)  
Its: SECRETARY - TREASURER - CFO

  
Witness


  
Witness

Exhibit A  
Legal Description/Plat

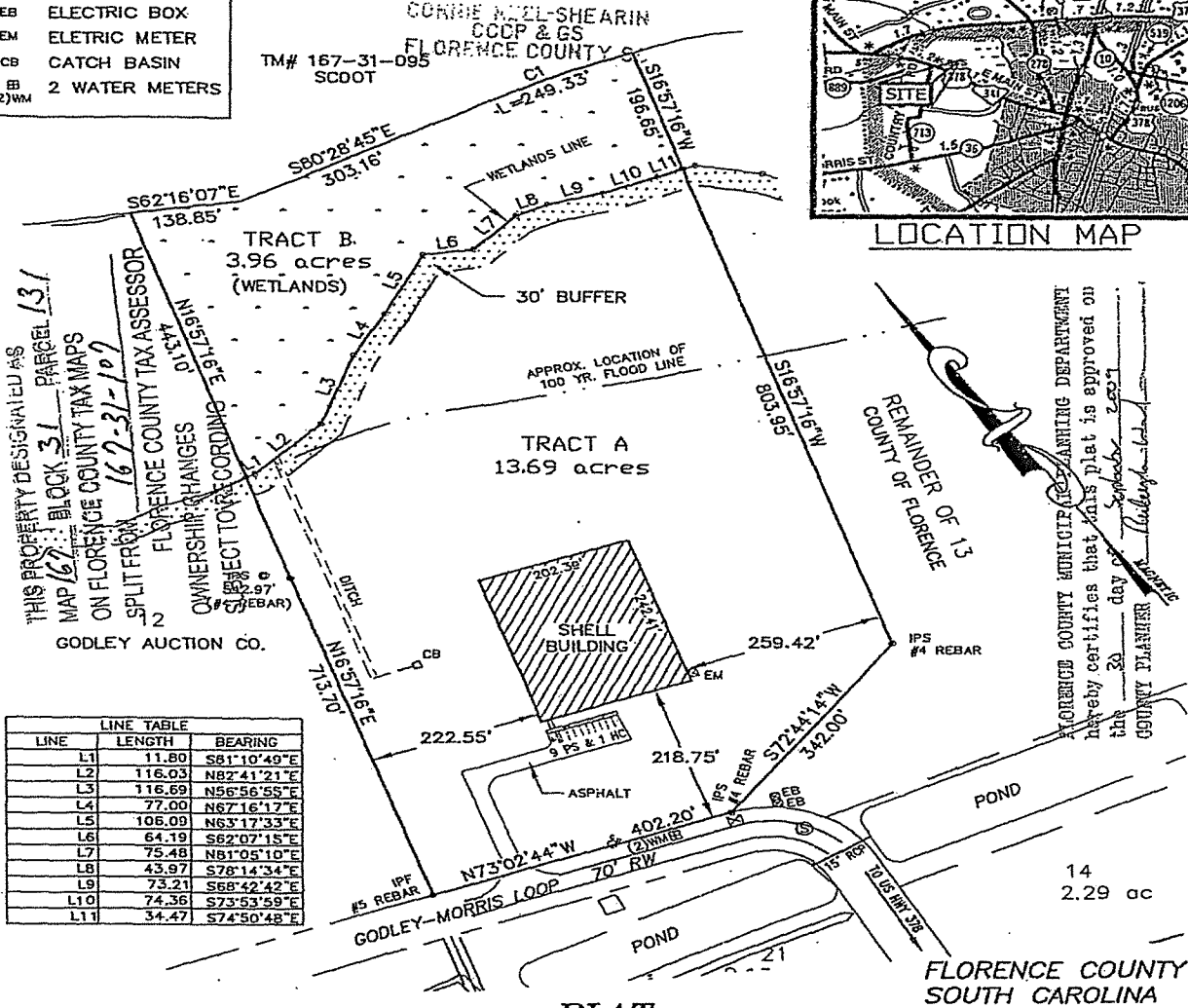
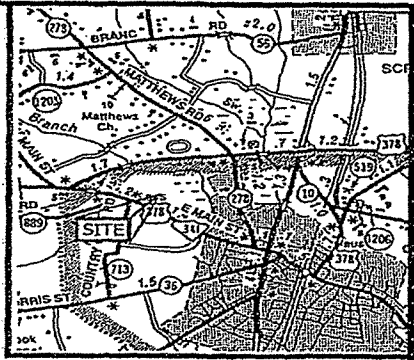
All that certain piece, parcel or tract of land shown and designated as Tract "A" containing 13.69 acres on a plat prepared by Nesbit Surveying Co., Inc., said plat being dated September 11, 2009.

- LEGEND**
- ⊕ CLEAN OUT
  - ⊗ WATER VALVE
  - ⊙ SEWER MANHOLE
  - EB ELECTRIC BOX
  - EM ELECTRIC METER
  - CB CATCH BASIN
  - BB (2)WM 2 WATER METERS

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	249.33	1493.36	249.04	S78°18'53"E

2009 SEP 30 AM 10:24



**LINE TABLE**

LINE	LENGTH	BEARING
L1	11.80	S81°10'49"E
L2	116.03	N82°41'21"E
L3	116.69	N56°56'55"E
L4	77.00	N67°16'17"E
L5	106.09	N63°17'33"E
L6	64.19	S62°07'15"E
L7	75.48	N81°05'10"E
L8	43.97	S78°14'34"E
L9	73.21	S68°42'42"E
L10	74.36	S73°53'59"E
L11	34.47	S74°50'48"E

THIS PROPERTY DESIGNATED AS  
 MAP 167, BLOCK 31, PARCEL 131  
 ON FLORENCE COUNTY TAX MAPS  
 SPLIT FROM 167-31-109  
 FLORENCE COUNTY TAX ASSESSOR  
 OWNERSHIP CHANGES  
 SUBJECT TO RECORDING  
 GODLEY AUCTION CO.

FLORENCE COUNTY MUNICIPAL ENGINEERING DEPARTMENT  
 hereby certifies that this plat is approved on  
 this 30 day of September 2009  
 COUNTY PLANNER

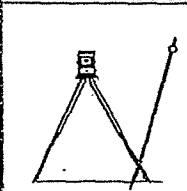
OF 2 TRACTS LOCATED WEST OF THE CITY OF LAKE CITY, FLORENCE COUNTY, SOUTH CAROLINA, BEING A PORTION OF THAT PROPERTY SHOWN AS LOT 13 SHOWN ON A PLAT FOR GODLEY-MORRIS COMMERCE PARK BY NESBITT SURVEYING CO., INC. DATED DEC. 18, 2002, RECORDED IN PLAT BOOK 84, PAGE 6. SURVEYED FOR:

**COUNTY OF FLORENCE**

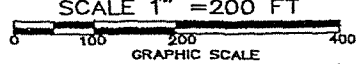
DATE: SEPT. 11, 2009 JOB NO: 09500 FLD BK: 270 PAGE: BB REF JOB NO: TM#: 167-31-107

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN, ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 48041C0389D, EFFECTIVE DATE DEC. 16, 2004, AND FOUND THE SUBJECT PROPERTY TO BE IN A FLOOD ZONE.

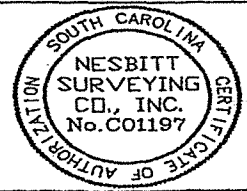
NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY, UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.



**NESBITT SURVEYING CO., INC.**  
 4340 ALLIGATOR ROAD  
 U.S. HIGHWAY 76 & ALLIGATOR ROAD  
 TIMMONSVILLE, S.C. 29161  
 PHONE (843) 346-3302  
 email davidn@nesbittsurveying.com



*David A. Nesbitt*  
 DAVID A. NESBITT R.L.S. NO 7823



96-77

Exhibit B  
Lessee Improvements



208 W. Cole Road or PO Box 540 - Lake City, SC 29560 - 843-389-7781 - 843-389-9986 fax  
gmbuilders@sc.rr.com

Monday, September 14, 2009

Materials Innovation Technologies  
Mr. Mike Ceteci  
320 Rutledge Road  
Fletcher, NC 28732

Mike:

Per your request, here are the updated figures for the Lake City Project.

Earthwork	\$93,020
Interior and Exterior Concrete Work	\$483,020
Overhead Doors	\$41,000
Loading Docks	\$43,040
Interior Office Split	\$273,000
Fire Protection	\$133,000
Plumbing	\$93,020
HVAC	\$173,060
Electrical**	\$233,020
Water and Sewer	\$40,020
Testing Allowance	\$5,000
Permitting and Plan Review	\$4,800
Architectural and Engineering Services	\$30,000
<b>Total</b>	<b>\$1,645,000</b>

\*\* Electrical numbers only include the basic electrical components required for building to be occupied. They do not include pricing for specific requirements for MIT or their related equipment.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Clyde Moore'.

R. Clyde Moore  
G&M Builders, Inc.

Exhibit C

Terms and Conditions of the Purchase of the Premises

1. Lessor ("Seller") agrees to sell and Lessee ("Purchaser") agrees to purchase the Premises described on Exhibit A, upon the terms and conditions set forth in the Lease and as hereinafter set forth, together with all appurtenances, easements, rights-of-way, licenses, permits and other rights of Seller relating to the Premises.

2. Closing Documents. Closing shall occur within the time specified in the Lease, unless extended upon mutual agreement of the parties. Seller shall execute and deliver to Purchaser at Closing the following:

(a) Deed. Good and marketable title to the Premises to Purchaser by a general warranty deed upon payment by Purchaser in cash of the Purchase Price as set forth in the Lease. The deed shall be in proper form for recording and shall be duly executed and acknowledged. Seller represents and warrants that the title to the Premises shall be good and marketable title in fee simple, free and clear of all tenancies and other liens and encumbrances, excepting only the Permitted Exceptions set forth on Exhibit D.

(b) Conveyance of Easements. Seller will convey or otherwise assign to Purchaser any and all right, title and interest which Seller has in and to any easements or rights-of-way adjacent to or crossing or benefitting the Premises.

(c) Title Documents. Any commercially reasonable affidavits or documents required by Purchaser's title insurance company, including but not limited to and an affidavit that there are no parties in possession except for Purchaser as Lessee.

(d) Residency Certificate. A certificate, certifying under oath, that Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

(e) Other Documents. Other seller's closing document as customarily required for South Carolina real estate closings, consistent with the terms of this Agreement.

3. Closing Costs. Each of the parties shall pay its own attorney's fees arising from this transaction. Purchaser shall pay for documentary stamps and recording tax on the deed. Purchaser shall also pay all other closing costs, including title abstract charges, title insurance premiums, survey costs and recording fees.

4. Survival. Except as expressly stated otherwise herein, this Lease and the representations, covenants, indemnities, terms and conditions contained herein shall not survive the Closing.

5. Remedies.

(a) If Purchaser defaults on its obligation to purchase the Premises after exercising the Option in accordance with the terms of the Lease, Seller may pursue any rights and remedies as may be available to it at law or in equity.

(b) If Seller defaults on its obligation to convey the Premises to Purchaser after Purchaser's proper exercise of the Option, Purchaser may pursue its right of specific performance.

(c) The party prevailing in any litigation to enforce the terms herein shall be entitled to collect its reasonable attorneys' fees and costs as against the party not prevailing in addition to other rights and remedies granted by a court.

Exhibit D  
Permitted Exceptions

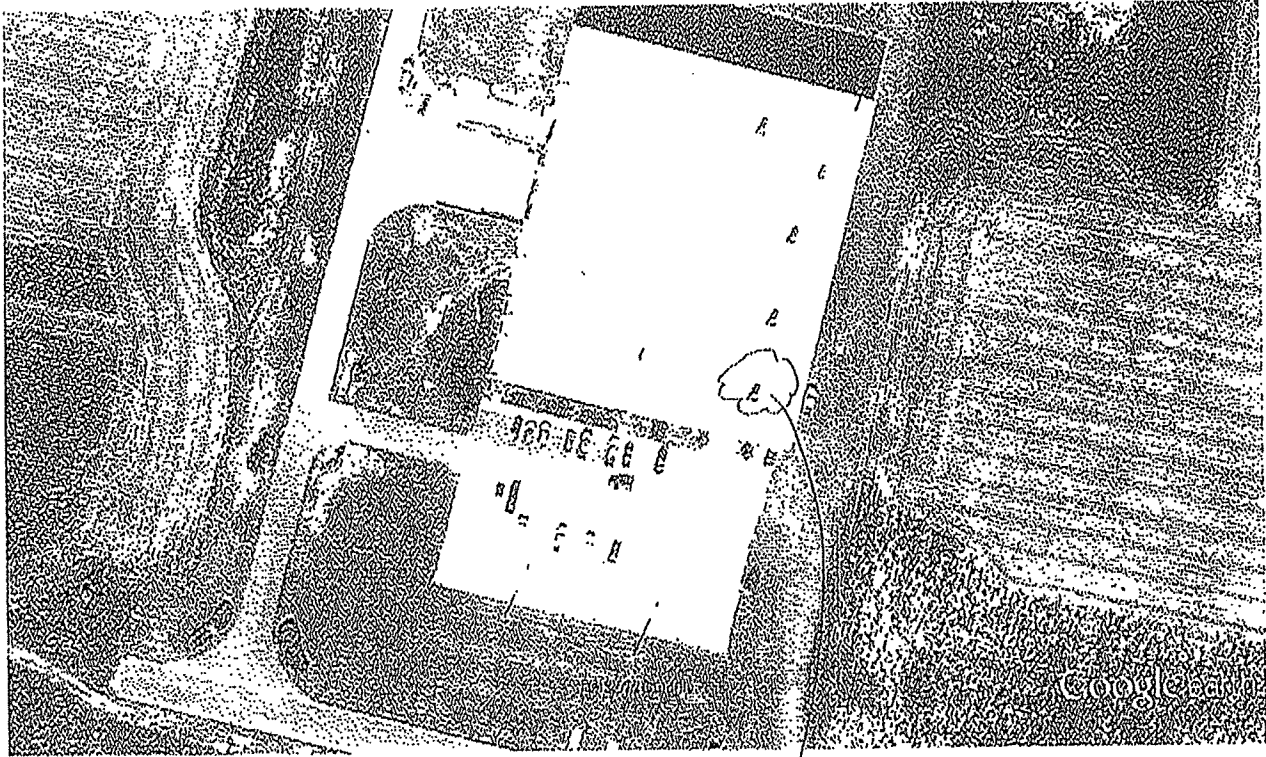
1. Power Easement recorded in Book A-138, page 301 in favor of Carolina Power & Light Company.
2. Power Easement recorded in Book A-353, page 3 in favor of Carolina Power & Light Company.
3. Declaration of Covenants, Conditions, Restrictions and Easements for Godley Morris Commerce Center, Florence County, Lake City, South Carolina, recorded in Book A-615, page 1366, re-recorded in Book A-618, page 1136, re-recorded in Book A-622, page 400, amended in Book A-869, page 696.



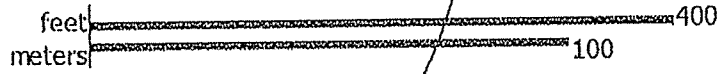
Exhibit E  
Terms and Conditions of the Option to Purchase Adjacent Property

- 1) Adjacent property is identified as Florence County Tax Map Parcel # 167-31-107, comprised of approximately 36.31 acres.
- 2) This option shall be valid for five (5) years from the effective date of this Lease Agreement.
- 3) Lessee must notify Lessor of exercise of option 90 days in advance, providing a survey of the proposed purchase concurrently with said notification.
- 4) The purchase price shall be \$25,000 acre plus all closing costs.
- 5) Lessee must be in full compliance with all terms of this Lease Agreement at the time of notification to Lessor of exercise of option, and at the time of closing to exercise option, and have met the initial investment and job creation and all other requirements of this Lease Agreement, and the associated FILOT Agreement and Inducement Agreement.
- 6) Attached to this Exhibit is an aerial photograph of the outline of all of the property included in the Option area, save and excepting the property that is already being leased as described in Exhibit "A" to this Lease.

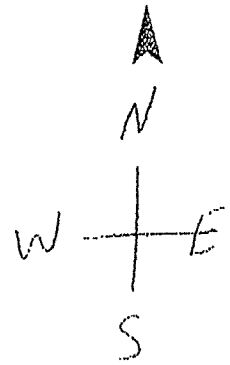




Google earth



Area of work  $\pm 15' \times \pm 20'$



MIT

Spann Roofing

8/13/12

## AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Lease") is made and entered into as of this 27<sup>th</sup> day of February, 2015, by and between **FLORENCE COUNTY, SOUTH CAROLINA** (hereinafter called "Lessor"), whose mailing address is 180 North Irby Street, MSC-G, Florence, South Carolina 29501 and **MIT-RCF, LLC**. (hereinafter called "Lessee"), whose mailing address is 150 Godley Morris Blvd., Lake City, SC 29560.

WHEREAS, the Lessor and MIT-RCF, LLC as Lessee entered into a Lease Agreement on the 9<sup>th</sup> day of November, 2009; and,

WHEREAS, the parties desire to renew the Lease for an additional five (5) year term; and,

NOW, THEREFORE, the Lessor and Lessee hereby renew the Lease dated November 9, 2009 for an additional five (5) year term and further amend Article III by striking all provisions of Section 3.1 Base Rent and insert the following provision:

### Section 3.1 Base Rent.

As used herein, the term "Lease Year" shall refer to each year during a Term beginning on June 1, 2014 and ending on May 31, 2019. For each Lease Year, Lessee shall pay Lessor an annual base rent ("Base Rent"), payable in advance in equal monthly installments as provided hereinafter, and due on the first day of each calendar month. For Lease Year 1, the annual Base Rent shall be \$36,000.00 per year, with monthly installments of \$3,000.00. For Lease Year 2, the annual Base Rent shall be \$48,000.00 per year, with monthly installments of \$4,000.00. For Lease Year 3, the annual Base Rent shall be \$60,000.00 per year, with monthly installments of \$5,000.00. For Lease Year 4, the annual Base Rent shall be \$84,000.00 per year, with monthly installments of \$7,000.00. For Lease Year 5, the annual Base Rent shall be \$108,000.00 per year, with monthly installments of \$9,000.00.

ADDITIONALLY the parties amend the Lease by inserting the following provision:

As previously disclosed to the Lessor, MIT-RCF, LLC will be merging with and into Carbon Conversions, Inc., a South Carolina corporation. The parties acknowledge and agree that upon merger of MIT-RCF, LLC into Carbon Conversions, Inc. during calendar year 2015, (a) all of MIT-RCF, LLC's right, title, and interest in and to the Lease shall be assigned to Carbon Conversions, Inc. by operation of law without the need to obtain the consent of the Lessor, and (b) Carbon Conversions, Inc. shall be the "Lessee" under the Lease and amendments to the lease and shall be liable for all of the Lessee's obligations under the Lease and amendments to the lease.

All other provisions of the Lease Agreement between Lessor and Lessee are to remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee, by and through their duly authorized and elected corporate officers, have caused this amendment to lease agreement to be executed in the

name of their respective entities, sealed with their respective seals and delivered, each one to the other.

LESSOR:

FLORENCE COUNTY, SOUTH CAROLINA

By: K. G. Rusty A. [Signature] (SEAL)  
Its: County Administrator

[Signature]  
Witness

Suzanne Sking  
Witness

LESSEE:

MIT-RCF, LLC

By: [Signature] (SEAL)  
Its: VP of Finance

[Signature]  
Witness

Mike Hanthorn  
Witness

## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Clerk of Court

### **ISSUE UNDER CONSIDERATION:**

Authorize A Promotional Pay Increase For A Deputy Clerk of Court II (Slot #005) In The Clerk of Court Department To Be Funded From FY 16 Budgeted Funds.

### **POINTS TO CONSIDER**

1. Section 9.6 of the Personnel Policy Manual states promotional increases are normally made to 5% above the pay grade minimum or 5% above the employee's current pay rate.
2. The Clerk of Court believes the employee's work contributions are exceptional and is requesting a salary increase.

### **FUNDING FACTORS:**

The request is budget neutral for current and future fiscal years.

### **OPTIONS:**

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

### **ATTACHMENTS:**

A spreadsheet with the requested pay increase is enclosed.

Clerk of Court Promotion Pay Request - 1-21-16 Meeting 1st req

Slot	Position Information	FY 16 Budget for Slot #005	Proposed Pay	Budget Increase (Savings)
#005	Deputy Clerk of Court II Grade 18 Range 35,497-54,322	43,679.00	43,648.00	(31.00)

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Emergency Medical Services Department  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council to Award Bid No. 20-15/16 For The Construction Of A New EMS Station on Sumter Street For The EMS Department In The Amount Of \$680,000.00 (Primary Bid Amount Of \$667,500 Plus Alternate 1 for \$12,400) to ACE Construction Of Florence, SC To Be Funded From Capital Project Sales Tax II Funds and FY 16 Emergency Medical Services Budgeted Funds. (*4 Compliant Bids Received*).

## **POINTS TO CONSIDER:**

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Wednesday, November 18, 2015. The bid opening was held on Wednesday, December 9, 2015.
- 2) Four (4) bids were received; Four (4) bids were compliant. ACE Construction of Florence, SC was the lowest responsible, responsive bidder.
- 3) Ryon Watkins, EMS Director and Scott Collins of Collins and Almers Architecture recommends awarding to the low bidder.
- 4) The bid expires February 9, 2016.

## **FUNDING FACTORS:**

\$680,000 = Total amount funded from the Capital Project Sales Tax II Funds And FY 16 Emergency Medical Services Budgeted Funds.

## **OPTIONS:**

- 1) Award Bid No. 20-15/16 (*Recommended*).
- 2) Decline Award.

## **ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letters from Ryon Watkins, EMS Director and Scott Collins of Collins and Almers Architecture.



Florence County, SC  
New EMS Station-Sumter St. (Bid No. 20-15/16)

Bid Opening: 12/9/2015 @ 3:00 p.m.

Company	B/B (Y/N)	Addendum 1	Addendum 2	Primary Bid	Alternate 1	Primary & Alt. 1
ACE Construction - Florence, SC*	Yes	Yes	Yes	\$ 667,500.00	\$ 12,500.00	\$ 680,000.00
The Construction Services Group, Inc. - Chareston, SC	Yes	Yes	Yes	\$ 786,894.00	\$ 39,552.00	\$ 826,446.00
FBI Construction - Florence, SC*	Yes	Yes	Yes	\$ 815,000.00	\$ 16,875.00	\$ 831,875.00
North Lake Construction - Lexington, SC	Yes	Yes	Yes	\$ 845,000.00	\$ 20,000.00	\$ 865,000.00

\* Eligible for 5% Local Preference



**FLORENCE COUNTY**  
Emergency Medical Services

**Ryon A. Watkins**  
Director

**Barrott W. Dowdy**  
Operations Manager

December 9, 2015

Patrick Fletcher, Director  
Florence County Procurement Department  
180 North Irby Street  
Florence, SC 29501

Re: Recommendation Regarding Bid # 20-15/16 (EMS Station – Sumter Street, Florence)

Patrick,

I'm writing today to recommend that we contract with Ace Construction of Florence, SC to build the EMS station on Sumter Street in Florence.

It appears that Ace Construction is the lowest compliant bidder and the bid amount is within budget.

Please contact me if you have any questions regarding this matter.

Sincerely,

Ryon A. Watkins  
Director

COLLINS & ALMERS  
ARCHITECTURE

December 9, 2015

Mr. Patrick D. Fletcher  
Procurement Director  
Florence County Procurement  
County Complex, MSC-R  
180 N. Irby Street  
Florence, SC 29501

Re: Florence County EMS, Sumter Street  
BID No. 20-15/16

Dear Mr. Fletcher:

Per your request, we have reviewed and evaluated the bids for the above referenced project and recommend award to the apparent low bidder, Ace Construction. Feel free to contact me if you have any questions or comments.

Sincerely,

COLLINS & ALMERS ARCHITECTURE



M. Scott Collins, AIA

## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Finance

**ISSUE UNDER CONSIDERATION:** Acceptance of audit for fiscal year ended June 30, 2015

**POINTS TO CONSIDER:**

1. The audit for the year ended June 30, 2015 has been performed by the firm of Elliott Davis Decosimo, LLC.
2. Council needs to accept the audit or refer it to the administration and finance committee for their review.

**FUNDING FACTORS:** None

**OPTIONS:**

1. *(Recommended)* Vote to accept the audit as presented.
2. Provide an alternate directive

**ATTACHMENT:**

None

## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Grants

**ISSUE UNDER CONSIDERATION:** Authorize Acceptance Of Rural Development Act (RDA) Funding In The Amount Of \$220,000 From Pee Dee Electric Cooperative For Future Qualifying Infrastructure Improvements.

**POINTS TO CONSIDER:**

- 1) Pee Dee Electric Cooperative, Inc. (PEDC) has provided funding in the amount of \$220,000 to Florence County under the Rural Development Act of 1996.
- 2) The funding is to be used for future qualifying infrastructure improvements for Economic Development projects.
- 3) Council approval would include authorization for the County Administrator to execute the agreement with Pee Dee Electric Cooperative.

**OPTIONS:**

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

**ATTACHMENTS:**

Copy of Agreement with Pee Dee Electric Cooperative.



7. That if County fails to utilize the funds contributed by Cooperative, or if for any reason the State of South Carolina, through the Department of Revenue, determines that the funds which are the subject of this Agreement do not qualify as a credit against the liability of the Cooperative to the State, County hereby agrees to immediately repay to the Cooperative the funds which are the subject of this Agreement, together with any penalties, interests, or costs which accrue, or, in the alternative, County agrees to immediately repay the funds together with any penalties, interests, or costs which accrue directly to the Department of Revenue.

8. In the event County fails to comply with its obligations hereunder, County further agrees to pay to Cooperative all expenses of enforcement of this Agreement, including costs and reasonable attorney fees.

WITNESS our hands and seals this 18<sup>th</sup> day of December, 2015 at Florence, South Carolina.

WITNESSETH:

COUNTY OF FLORENCE

\_\_\_\_\_  
\_\_\_\_\_

BY: K. G. Smith, Jr.

ITS: Administrator

*Page Over*  
*Jeff Angleton*  
\_\_\_\_\_  
\_\_\_\_\_

PEE DEE ELECTRIC COOPERATIVE, INC.

BY: *Brian Kelley*

ITS: President and CEO

## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Procurement Department

**ISSUE UNDER CONSIDERATION:**

Council Is Requested To Approve A Change Order To Palmetto Corp. of Conway For An Additional 5,000 Tons Of Crushed Asphalt For Capital Project Sales Tax II Road Projects In The Amount Of \$169,300.

**POINTS TO CONSIDER:**

- 1) The County has a contract with Palmetto Corp. Of Conway to provide 5,236 tons of crushed asphalt for Capital Project Sales Tax II road projects.
- 2) Palmetto Corp. Of Conway has informed the County that they have an additional 5,000 tons of crushed asphalt that could be utilized for the District 2 CPST II road projects. Palmetto Corp. of Conway is offering the crushed asphalt at the same per ton price of \$33.86 as the original contract amount.
- 3) Palmetto Corp of Conway is currently the only available source for crushed asphalt.

**FUNDING FACTORS:**

- 1) \$169,300 = Total change order amount to an existing Palmetto Corp. of Conway contract to provide an additional 5,000 tons of crushed asphalt for CPST II road projects at the current contract price of \$33.86 per ton.

**OPTIONS:**

- 1) *(Recommended)* Approve as presented.
- 2) Decline.

**ATTACHMENTS:**

Letter of notification concerning available crushed asphalt.



**PALMETTO**  
**CORP**  
Proven · Quality · Construction

Marion Joyner  
Public Works  
Florence County, SC

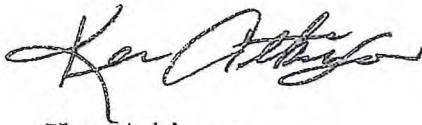
Re: Crushed Asphalt  
Orig. PO 098534  
New fiscal year PO 098534  
Change Order No. 1

Mr. Joyner,

This letter serves as notification that Palmetto Corp can furnish to Florence County up to an additional 5,000 tons of Crushed Asphalt at the current Purchase Order price of \$33.86 per ton.

Please let me know when this is approved and when delivery can be made.

Regards,



Ken Atkinson  
Vice President



3873 Highway 701 North - Conway, South Carolina 29526  
P.O. Box 346 - Conway, SC 29528  
Phone (843) 365-2156 - Fax (843) 365-7733  
[www.palmettocorp.net](http://www.palmettocorp.net)



## FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Procurement Department

**ISSUE UNDER CONSIDERATION:**

Council Is Requested To Approve A Change Order To An Existing Contract With BE&K Building Group, LLC In The Amount Of \$182,250 For The Demolition Of The Existing Structures On Irby Street And Coit Street For The Construction Of The New Judicial Center.

**POINTS TO CONSIDER:**

- 1) BE&K Building Group, LLC Greenville, SC is the Construction Manager At-Risk for the new Judicial Center. BE&K advertised and received sealed bids for the demolition of the existing structures on the site located on Irby Street and Coit Street. There were seven (7) sealed bids received. Interviews with the three (3) lowest responsive bidders were held. The lowest bidder was determined to be responsible.
- 2) The low responsive, responsible bidder was Wofford Demolition and Renovation Specialist, Florence, SC.
- 3) A change order for the demolition will be made to the current pre-construction contract with BE&K Building Group LLC.

**FUNDING FACTORS:**

- 1) \$182,250 = Total change order amount to an existing BE&K Building Group, LLC contract for the demolition of the existing structures on Irby Street and Coit Street for the construction of the new Judicial Center.

**OPTIONS:**

- 1) (*Recommended*) Approve as presented.
- 2) Decline.

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Procurement Department

**ISSUE UNDER CONSIDERATION:**

Request The Appointment Of A Council Member To Serve On The Review Panel For RFQ No. 27-15/16 Engineering Services-Parking Lot Enhancement Study.

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Public Works  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council to Award Bid No. 19-15/16, 2015 CPST II Dirt Road Paving Project For District 5 In The Amount Of \$817,995.15 to C. R. Jackson, Inc. of Florence, SC From The Capital Project Sales Tax II Funds. (*3 Compliant Bids Received*).

## **POINTS TO CONSIDER:**

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, November 17, 2015. The bid opening was held on Thursday, December 10, 2015.
- 2) Three (3) bids were received; Three (3) bids were compliant. C. R. Jackson, Inc. of Florence, SC was the lowest responsible, responsive bidder.
- 3) Wes Lockard, PE, Senior Project Engineer for HDR | ICA and Mike Meetze, Program Manager recommends awarding the low bidder.
- 4) The bid expires March 10, 2016.

## **FUNDING FACTORS:**

\$817,995.15 = Total amount funded from Capital Project Sales Tax II Funds under line item 332-411-436-500-9702

## **OPTIONS:**

- 1) Award Bid No. 19-15/16 (*Recommended*).
- 2) Decline Award.

## **ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter from Wes Lockard dated December 15, 2015.
- 3) Bid Recommendation Letter from Mike Meetze dated December 15, 2015.

**Florence County, SC**  
**2015 CPST II Dirt Road Paving Project (Phase III)-Dist. 5 (Bid No. 19-15/16)**

**Bid Opening: 12/10/2015 @ 3:00 p.m.**

<b>Company</b>	<b>B/B (Y/N)</b>	<b>Submitted Bid**</b>
C. R. Jackson - Florence, SC*	Yes	\$817,995.15
Wade-Lott, Inc. - Conway, SC	Yes	\$846,622.75
Palmetto Corp. - Florence, SC*	Yes	\$871,623.05

\*Eligible for 5% Local Preference-Florence County Ordinance, Section 11.5-39

\*\*Bid Includes Sales Tax

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the apparent low bidder as stated on this bid tabulation.



December 15, 2015

Patrick D. Fletcher, CPPB  
Florence County Procurement Director  
Florence County Complex  
180 N. Irby St. MSC-R, Rm. B-5  
Florence, South Carolina 29501

Re: Florence County Dirt Road Paving Phase 3  
Project No. Bid No. 19-15-16

Dear Mr. Fletcher:

HDR | ICA Engineering, Inc. has reviewed the three (3) submitted bids for the Florence County 2015 CPST II Dirt Road Paving Project – Phase 3 and found no irregularities in the lowest bid. The bids were as follows:

C.R. Jackson Inc.	\$817,995.15
Wade Lott, Inc.	\$846,622.75
Palmetto Corp. on Conway	\$871,623.05

HDR | ICA Engineering recommends that the contract to be awarded to C.R. Jackson, Inc. Please let me know as to the next course of action for this project so we can begin to schedule the pre-construction conference.

Wes Lockard, P.E.

Memorandum – December 15, 2015

To: Rusty Smith  
Florence County Administrator

From: Mike Meetze  
CPST II Program Administrator

Re: Recommendation for Award of 2015 CPST II Dirt Road Paving Project (Phase III) District 5  
Bid No. 19-15/16

The 2015 CPST II Dirt Road Paving Project (Phase III) District 5 Contract was advertised for bids November 12, 2015 with a bid opening December 10.

The following roads were included in the contract:

CPST II Project No. 264: Ben Gause Road  
CPST II Project No. 265: Silver Leaf Road.

I recommend for Council to Award Bid No. 19-15/16, 2015 CPST II Dirt Road Paving Project (Phase III) District 5 in the amount of \$817,995.15, to CR Jackson, Inc. of PO Box 521, Darlington SC 29540 from the Capital Project Sales Tax II Funds.

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Public Works  
Procurement Department

**ISSUE UNDER CONSIDERATION:** Request for Council to Award Bid No. 21-15/16, Resurfacing Project Package 4 For District 7 In The Amount Of \$856,712.95 to C. R. Jackson, Inc. of Florence, SC From The Capital Project Sales Tax II Funds. *(3 Compliant Bids Received).*

**POINTS TO CONSIDER:**

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, November 17, 2015. The bid opening was held on Thursday, December 10, 2015.
- 2) Three (3) bids were received; Three (3) bids were compliant. C. R. Jackson, Inc. of Florence, SC was the lowest responsible, responsive bidder.
- 3) Mike Meetze, CPST II Program Manager of Davis & Floyd recommends awarding the low bidder.
- 4) The bid expires March 10, 2016.

**FUNDING FACTORS:**

- 1) \$856,712.95 = Total amount funded from Capital Project Sales Tax II under line item 332-411-436-700-9702.

**OPTIONS:**

- 1) Award Bid No. 21-15/16 *(Recommended).*
- 2) Decline Award.

**ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter from Mike Meetze dated December 15, 2015.



**Florence County, SC**  
**2015 CPST II Resurfacing Project-District 7 (Bid No. 21-15/16)**

**Bid Opening: 12/10/2015 @ 4:00 p.m.**

<b>Company</b>	<b>B/B (Y/N)</b>	<b>Submitted Bid</b>
C. R. Jackson - Florence, SC*	Yes	\$856,712.95
Palmetto Corp. - Florence, SC*	Yes	\$924,923.45

\*Eligible for 5% Local Preference-Florence County Ordinance, Section 11.5-39

\*\*Bid Includes Sales Tax

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the apparent low bidder as stated on this bid tabulation.

Memorandum – December 15, 2015

To: Rusty Smith  
Florence County Administrator

From: Mike Meetze  
CPST II Program Administrator

Re: Recommendation for Award of 2015 CPST II Resurfacing Project - District 7  
Bid No. 21-15/16

The 2015 CPST II Resurfacing Project - District 7 Contract was advertised for bids November 17, 2015 with a bid opening December 10. Approximately 5.25 miles.

The following roads were included in the contract.

CPST II Project No. 301: John C. Calhoun Rd.  
CPST II Project No. 302: Wilson Rd.  
CPST II Project No. 303: Pocket Rd.  
CPST II Project No. 304: W. Black Creek Rd.  
CPST II Project No. 305: W. McIver Rd.

I recommend for Council to Award Bid No. 21-15/16, 2015 CPST II Resurfacing Project - District 7 Contract in the amount of \$856,712.95 to C. R. Jackson, Inc. of PO Box 521, Darlington, SC 29540 from the Capital Project Sales Tax II Funds.

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Treasurer

## **ISSUE UNDER CONSIDERATION:**

Authorize An Increase In Salary For A Delinquent Tax Analyst (Slot #004) In The Treasurer's Office/Delinquent Tax Office To Be Funded From FY 16 Budgeted Funds.

## **POINTS TO CONSIDER**

1. Section 9.6 of the Personnel Policy Manual states promotional increases are normally made to 5% above the pay grade minimum or 5% above the employee's current pay rate.
2. The Treasurer believes the employee's training and experience exceed the minimum required of the position and is requesting a salary increase.

## **FUNDING FACTORS:**

The request is budget neutral for current and future fiscal years.

## **OPTIONS:**

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

## **ATTACHMENTS:**

A spreadsheet with the requested pay increase is enclosed.

Treasurer Promotion Pay Request - 1-21-16 Meeting

Slot	Position Information	FY 16 Budget for Slot #004	Current Pay	Proposed Pay	Funding Required
#004	Delinquent Tax Analyst Grade 13 Range 27,904-42,588	31,930	29,299	31,930	0

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Report to Council

**DEPARTMENT:** Treasurer

## **ISSUE UNDER CONSIDERATION:**

Authorize An Increase In Salary For An Accountant III/Accounting Manager (Slot #005) In The Treasurer's Office And A Deputy Tax Collector (#002) In The Treasurer's Office/Delinquent Tax Office To Be Funded From FY 16 Budgeted Funds.

## **POINTS TO CONSIDER**

Section 9.9 of the Personnel Policy Manual requires Council authorization for a merit pay increase or general pay adjustment for designated employees.

## **FUNDING FACTORS:**

1. \$7123 = Total cost to fund request including fringes.
2. Above costs will be funded in personnel line items within the General Fund, Florence County Treasurer's Office Departmental Budget 010-411-415-100.
3. The Treasurer will fill a vacancy (Slot #019) at a lower pay rate.
4. Request is budget neutral

## **OPTIONS:**

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

## **ATTACHMENTS:**

A spreadsheet with the requested pay increase is enclosed.

Current					Proposed					Projected
	Annual Pay	SCRS	FICA	Total		Annual Pay	SCRS	FICA	Total	Increase (Savings)
Slot #005	48,065.00	5,315.99	3,676.97	57,057.96	Slot #005	51,065.00	5,647.79	3,906.47	60,619.26	3,561.30
Slot #002	48,065.00	5,315.99	3,676.97	57,057.96	Slot #002	51,065.00	5,647.79	3,906.47	60,619.26	3,561.30
<b>Budget Savings - Fill vacant slot at 30,893 per year:</b>										
					Slot #019	12,116.00	1,340.03	926.87	14,382.90	<u>(14,382.90)</u>
<b>Funds Available After Pay Increase</b>										<b>(7,260.30)</b>

**FLORENCE COUNTY COUNCIL MEETING**

January 21, 2016

**AGENDA ITEM:** Other Business  
Council District #6

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$100,000.00 from Council District #6 funding allocations to pay for remix and fine grade base and 2" of surface type C asphalt for Jefferies Creek Blvd.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
XXX Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** verbally approved - signature pending  
**Requested by Councilmember: Steven Deberry**

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

**FLORENCE COUNTY COUNCIL MEETING**

January 21, 2016

**AGENDA ITEM:** Other Business  
Council District #4

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$37,200.00 from Council District #4 funding allocations to pay for 6" of MBC stone for a portion of Roscoe 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: Mitchell Kirby**

Date: 01/07/16

**ATTACHMENTS:**

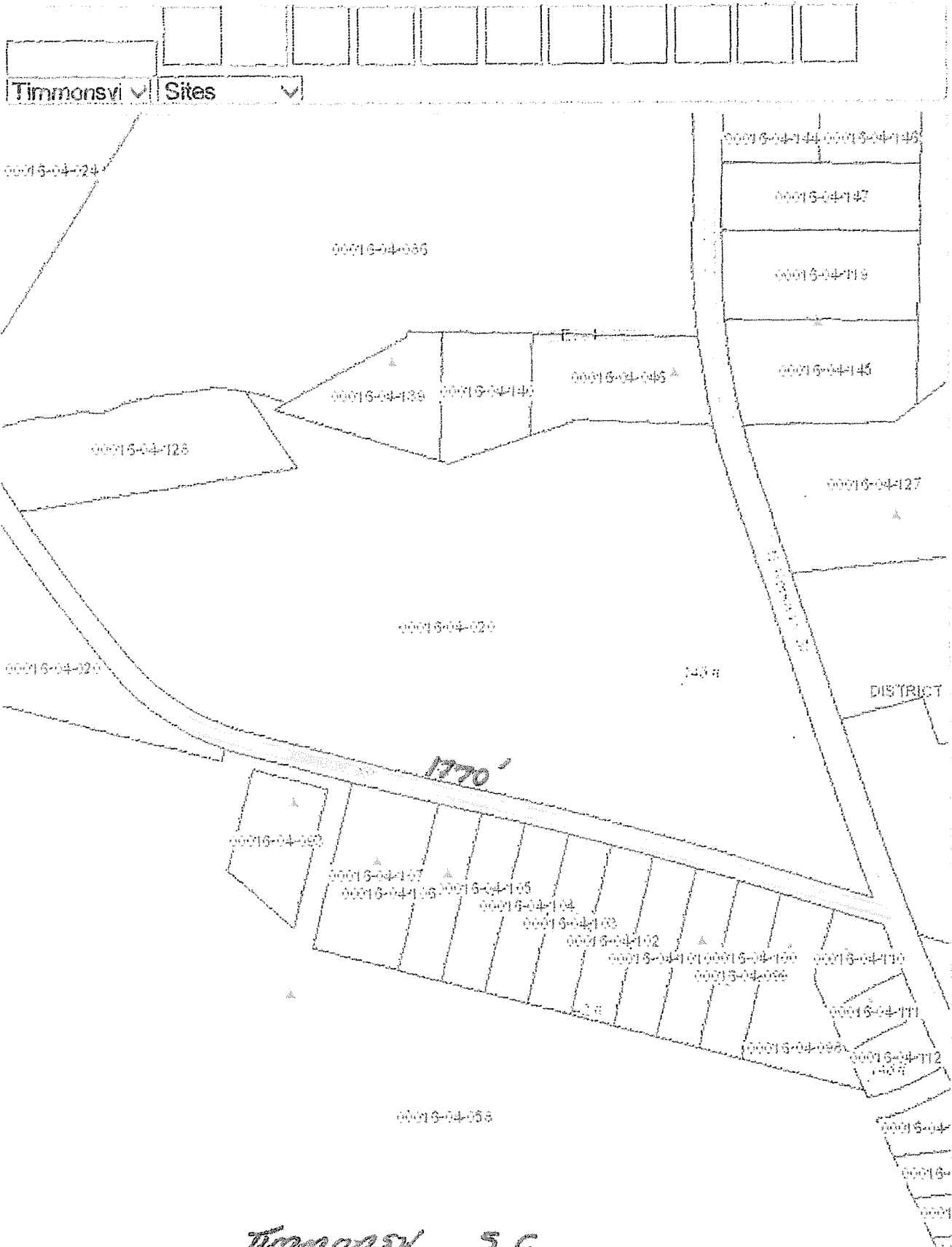
---

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





Timmonsville S.C.

**PROPOSED ADDITIONS TO THE  
JANUARY 21, 2016 MEETING AGENDA**

**DESCRIPTION**  
(Requested by)

**DATE REC'D**

**ITEM**

**BOARDS &  
COMMISSIONS:**

Pee Dee Mental Health Center  
Board of Directors

01/19/16

Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Appointment of Sam J. Fryer, III To Serve On The Pee Dee Mental Health Center Board Of Directors, Seat 6, With Appropriate Expiration Term.

**REPORTS TO  
COUNCIL:**

Procurement – Declaration of  
Surplus Property

01/14/16

Declare Eight (8) Vehicles And One (1) Tractor As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

Public Works – Award Bid

01/15/16

Award Bid No. 23-15/16 For Resurfacing District 7 To Palmetto Corp., Conway, South Carolina In The Amount Of \$236,781.00 To Be Funded From Previously Approved District 7 Road System Maintenance Fee And Utility Funding Allocations.

**OTHER BUSINESS:**

Infrastructure – Hannah-  
Pamplico Recreation

01/15/16

Approve The Expenditure Of Up To \$6,450 From Council District 2 Infrastructure Funding Allocation To Assist Hannah-Pamplico Recreation With The Acquisition Of A Refurbished John Deere 1200A With Front Blade, Field Scarifier And New Rear Ball Field Drag.

Utility – DSN

01/19/19

Approve The Expenditure Of Up To \$910.00 From Council District 7 Utility Funding Allocation To Pay For Two Loads Of MBC Stone For The Disability And Special Needs Center On National Cemetery Road.

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Boards & Commissions  
Pee Dee Mental Health Center Board of Directors

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For Nomination To The Governor The Appointment of Sam J. Fryer, III To Serve On The Pee Dee Mental Health Center Board Of Directors, Seat 6, With Appropriate Expiration Term.

**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.



State of South Carolina  
Department of Mental Health

MENTAL HEALTH COMMISSION:

Alison Y. Evans, PsyD, Chair  
Joan Moore, Vice Chair  
Beverly Cardwell  
Jane B. Jones  
Everard Rutledge, PhD  
J. Buxton Terry  
Sharon L. Wilson

STATE DIRECTOR  
John H. Magill

January 13, 2016

The Honorable Roger Poston  
Florence County Council Chairman  
180 North Irby Street, MSC-G  
Florence, South Carolina 29501

Dear Chairman Poston:

We are respectfully submitting the name of the following individual for consideration and nomination to Governor Nikki Haley, for appointment to the Pee Dee Mental Health Board of Directors, representing Florence County.

**Seat # 6**  
Sam J. Fryer, III  
1610 Southwood Court  
Florence, South Carolina 29505

(Vice: Eugene A. Fallon, Jr.; Term Commencing: 12/31/08 – 12/31/12  
Resigned; 09/19/12

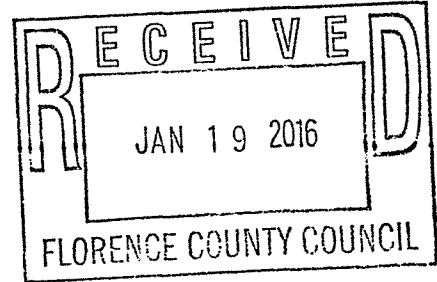
We shall greatly appreciate your efforts to expedite this process of your recommendation to the Governor. Thank you for your continued interest and support.

Yours truly,

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

Cc: Members, Pee Dee Mental Health Center Board of Directors  
Connie Haselden, Clerk to Council

Pee Dee  
Mental Health Center  
125 East Cheves Street  
Florence, SC 29506  
Information: (843) 317-4089  
Patrick M. Bresnan, MBA, Executive Director



MISSION STATEMENT

To support the recovery of people with mental illnesses.



## 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.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Sharon Ackerman 2180 Twin Bridge Drive Florence, SC 29505	12/2019
2	Dr. Gregory V. Browning - Chair 611 South Dargan Street 664-8882 Florence, SC 29506	12/2018
3	Vacant due to Resignation	12/2017
4	C. Rudy Guajardo, III 2616 East Spring Street 260-4181 Florence, SC 29505	12/2017
5	John E. Lochart 1711 Brandon Drive 843 665-3191 Florence, SC 29505	12/2017
6	Vacant due to Resignation September 19, 2012	12/2016
7	Vacant due to Resignation	12/2017

8

Nadine Livingston – Vice Chair 12/2009  
Post Office Box 13362  
Florence, SC 29504  
Re-Appointment Pending – Letter to Governor 02/18/10

# FLORENCE COUNTY COUNCIL MEETING

January 21, 2016

**AGENDA ITEM:** Report to Council  
Declaration of Surplus Property

**DEPARTMENT:** Procurement Department

## **ISSUE UNDER CONSIDERATION:**

Declaration of eight (8) vehicles and one (1) tractor as surplus property for disposal through public internet auction via GovDeals.

## **POINTS TO CONSIDER:**

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

## **FUNDING FACTORS:**

\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

## **OPTIONS:**

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

## **ATTACHMENTS:**

Surplus property listing.

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>VIN #'S</u>
V0821	CHEVROLET	TAHOE	2002	188,806	1GNEC13Z52J339645
V0960	FORD	CROWN VIC	2006	105,578	2FAFP71W86X119173
VS155	FORD	CROWN VIC	2,008	104,229	2FAFP71V08X150914
VS260	DODGE	CHARGER	2,010	144,232	2B3AA4CT6AH153317
VS284	DODGE	CHARGER	2010	138,609	2B3AA4CTXAH161582
VS303	CHEVROLET	TAHOE	2011	92,534	1GNLC2E09BR307875
VS313	DODGE	CHARGER	2012	139,017	2C3CDXAT3CH159120
VS363	DODGE	CHARGER	2013	137,565	2C3CDXAT7DH608042
HE8105	JOHN DEERE	6230 TRACTOR	2008	4654 HR	LO6230B570543



**FLORENCE COUNTY COUNCIL MEETING  
PROPOSED ADDITION TO THE AGENDA**

January 21, 2016

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Resurfacing District 7  
Public Works

**ISSUE UNDER CONSIDERATION:** Request for Council to Award Bid No. 23-15/16 for Resurfacing District 7 To Palmetto Corp., Conway, South Carolina In The Amount Of \$236,781.00 To Be Funded From Previously Approved District 7 Road System Maintenance Fee And Utility Funding Allocations. *(1 Compliant Bid Received).*

**POINTS TO CONSIDER:**

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Tuesday, December 22, 2015. The bid opening was held on Thursday, January 14, 2016.
- 2) One (1) bid was received; One (1) bid was compliant. Palmetto Corp of Conway, SC was the lowest responsible, responsive bidder.
- 3) Carlie Gregg, Public Works Director recommends awarding to the low bidder.
- 4) The bid expires April 14, 2016.

**FUNDING FACTORS:**

\$236,781.00 = Total amount for the Resurfacing District 7 to be funded from previously approved Road System Maintenance Fee and Utility Funding Allocations.

**OPTIONS:**

- 1) Award Bid No. 23-15/16 *(Recommended).*
- 2) Decline Award.

**ATTACHMENTS:**

- 1) Bid Recommendation Letter from Carlie Gregg, Public Works Director.
- 2) Bid Tabulation Sheet.

Florence County  
Dept: Public Works  
Bid # 23-15/16

Date: January 14, 2016

2015 Florence County Resurfacing District 7

Name of Bidder	Submitted Quote**	Local 5% Deduction*	Bid Total w/Local Deduction
PALMETTO CORP	\$236,781.00	-\$11,839.05	\$224,941.95
		N/A	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		N/A	\$0.00

Notes:

\*5% Local Preference-Florence County Code, Section 11.5-39

\*\*Bid includes sales tax

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the lowest priced responsible/responsive bidder as stated on this bid tabulation.



FLORENCE COUNTY  
Public Works Department

Arthur C. Gregg, Jr.  
Public Works Director

**MEMORANDUM**

TO: Wynee Lybrand, Procurement

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

DATE: January 14, 2016

RE: Recommendation on Awarding Bid #23 - 15/16

My recommendation is to award Bid #23-15/16 in the amount of \$236,781.00 to Palmetto Corporation.

If you have any questions, please give me a call.

ACG, JR/ig

Florence County Council Meeting  
Proposed Addition to the Agenda  
January 21, 2016

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 2

**DEPARTMENT:** County Council/Recreation

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$6,450 From Council District 2 Infrastructure Funding Allocation To Assist Hannah-Pamplico Recreation With The Acquisition Of A Refurbished John Deere 1200A With Front Blade, Field Scarifier And New Rear Ball Field Drag.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmember:**

**Signed:** Verbally Approved – Signature Pending  
Roger M. Poston, Council District 2

Date:

**ATTACHMENTS:**

1. Quote from Southeast Turf Equipment, Inc.

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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.

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Connie Y. Haselden, Clerk to Council

Southeast Turf Equipment, Inc.

# Quote

Brad Shiels  
1005 Cobb Rd.  
Statesboro, GA 30461

Date	Quote #
12/2/2015	55

Name / Address
Hannah Pamplico Recreation Dept. Chuck Freeman Pamplico, SC 29583

Rep	Project

Description	Qty	Total
Refurbished John Deere 1200A w/front blade, center scarifier and new rear ball field drag	1	6,250.00
Shipping		200.00
<b>Total</b>		<b>\$6,450.00</b>

**FLORENCE COUNTY COUNCIL MEETING**

January 21, 2016

**AGENDA ITEM:** Other Business  
Council District #7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$910.00 from Council District #7 funding allocations to pay for two loads of MBC stone for the Disability and Special Needs Center on National Cemetery 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 Councilman Waymon Mumford

Date: 01/15/16

**ATTACHMENTS:**

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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.

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Connie Y. Haselden, Clerk to Council