

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

Frank J. "Buddy" Brand, II
District 8

Willard Dorriety, Jr.
District 9

AGENDA (*Revised*)
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COMPLEX
180 N. IRBY STREET
COUNTY COMPLEX
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, NOVEMBER 19, 2020
9:00 A. M.

Please note that in response to the threat of the spread of COVID-19, Council Chambers will be restricted access to Council and required staff only. The public and press/media may view the Council meeting via live stream at www.florenceco.org.

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- I. **CALL TO ORDER:** WILLARD DORRIETY, JR., CHAIRMAN
- II. **INVOCATION:** MITCHELL KIRBY, SECRETARY/CHAPLAIN
- III. **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:**
 H. STEVEN DEBERRY, IV, VICE CHAIRMAN
- IV. **WELCOME:** WILLARD DORRIETY, JR., CHAIRMAN
- V. **SWEARING-IN OF NEWLY ELECTED COUNCIL MEMBER:**

The Honorable Frank J. "Buddy" Brand, II

Administering The Oath Of Office: The Honorable Haigh Porter, Master in Equity

VI. MINUTES:

MINUTES OF THE OCTOBER 15, 2020 REGULAR MEETING

Council Is Requested To Approve The Minutes Of The October 15, 2020 Regular Meeting Of County Council.

VII. PUBLIC HEARINGS:

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

A. ORDINANCE NO. 06-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Lightning Bolt” (The “Company”) On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto.

B. ORDINANCE NO. 11-2020/21

An Ordinance Authorizing The Execution And Delivery Of A First Amendment To Fee-In-Lieu-Of-Tax Agreement By And Between Ruiz Food Products, Inc., RG4 Holding Co., LLC (Collectively The “Company”) and Florence County, South Carolina (The “County”); And Other Matters Relating Thereto.

C. ORDINANCE NO. 12-2020/21

An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Santee Electric Cooperative, Inc. As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Williamsburg Counties; And Other Related Matters.

In an effort to minimize the potential spread of the Coronavirus COVID-19 and to protect County employees as well as the citizenry, Florence County buildings are currently closed to the public. Members of the public are invited to submit written comments with regard to the Ordinances for public hearings. Citizens wishing to comment may do so in writing to the Clerk to Council at chaselden@florenceco.org, fax to 843.665.3042, or mail to 180 N. Irby St., MSC-G, Florence, SC 29501 beginning November 3, 2020. Written comments submitted via email or fax will be accepted until 9:00 a.m. on November 19, 2020. Mailed comments must be received in the Clerk's office by 5:00 p.m. on November 18, 2020. All written comments received by the Clerk prior to the meeting will be provided to Council for consideration. All written comments must reference the item being addressed and will be incorporated into the minutes of the meeting for permanent record.

VIII. APPEARANCES:

In An Effort To Minimize The Spread Of The Coronavirus COVID-19, There Will Be No Public Appearances.

CHRISTMAS CARD CONTEST WINNER

Council Will Announce And Recognize The Winner Of The 2020 Annual Christmas Card Contest.

IX. COMMITTEE REPORTS:

(Items Assigned To Committees Will Appear In *Italics*.)

Administration & Finance

(Chairman Dorriety, Councilmen Mumford, DeBerry and Brand)

October 15, 2020

Accommodations Tax Reconciliation Committee

Public Services & County Planning

(Councilman Caudle/Chair, Councilmen Bradley and Springs)

Justice & Public Safety

(Councilman DeBerry/Chair, Councilmen Poston and Springs)

Education, Recreation, Health & Welfare

(Councilman Springs/Chair, Councilmen Kirby and Bradley)

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Poston/Chair, Councilmen Kirby and Caudle)

February 20, 2020

City-County Conference Committee

X. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF RECOGNITION

A Resolution Of Recognition For Robert Fulmore, Darrick and Bree Porter, Michael Alexander, Louis Grooms and Lyle Hancock, In Honor Of The Commendable Humanitarian And Heroic Acts They Performed On October 11, 2020.

B. RESOLUTION NO. 07-2020/21

A Resolution To Declare The Results Of A Referendum Held In Florence County, South Carolina On November 3, 2020.

C. RESOLUTION NO. 08-2020/21

A Resolution Requesting Florence County To Update And Renew Contracts To Administer Certain Planning And Building Code Enforcement Services For The City Of Johnsonville; And Other Matters Related Thereto.

XI. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 11-2019/20 (*Deferral*)

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between A Company Or Companies Known For The Time Being As Project Star (The “Company”), Darlington County And Florence County, South Carolina (The “County”), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Darlington County, Providing For Payment By The Company Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes, The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement; And Other Matters Relating Thereto.

2. ORDINANCE NO. 12-2019/20 (*Deferral*)

An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Florence County And Darlington 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 Darlington County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

3. ORDINANCE NO. 06-2020/21 (*Deferral*)

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Lightning Bolt” (The “Company”) On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto.

4. ORDINANCE NO. 09-2020/21

An Ordinance To Rezone Property Owned By Jerrel And Zivia Washington On Whippoorwill Road, Effingham, SC, As Shown On Florence County Tax Map No. 00126, Block 01, Parcel 115; Consisting Of Approximately 0.708 Acres From R-1, Single-Family Residential District, To R-3, Single-Family Residential District; And Other Matters Related Thereto.

(Planning Commission approved 8 to 0)(Council District 5)

5. ORDINANCE NO. 10-2020/21

An Ordinance To Rezone Property Owned By Maria Pigatt At 2009 Hazelwood Lane, Effingham, SC, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 276; Consisting Of Approximately 0.883 Acres From R-3, Single-Family Residential District, To RU-1, Rural Community District; And Other Matters Related Thereto.

(Planning Commission approved 8 to 0)(Council District 5)

6. ORDINANCE NO. 11-2020/21

An Ordinance Authorizing The Execution And Delivery Of A First Amendment To Fee-In-Lieu-Of-Tax Agreement By And Between Ruiz Food Products, Inc., RG4 Holding Co., LLC (Collectively The “Company”) and Florence County, South Carolina (The “County”); And Other Matters Relating Thereto.

7. ORDINANCE NO. 12-2020/21

An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Santee Electric Cooperative, Inc. As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Williamsburg Counties; And Other Related Matters.

B. SECOND READING

There Are No Ordinances For Second Reading.

C. INTRODUCTION

1. ORDINANCE NO. 13-2020/21

An Ordinance To Zone Property Owned By Jonathan D. Chandler On Ebenezer Road And Pisgah Road, Florence, SC, As Shown Of Florence County Tax Map No. 00097, Block 01, Parcels 015 & 103; Consisting Of Approximately 78.65 Acres From Unzoned, To PD-18-2, Chandler Reserve Planned Development District; And Other Matters Related Thereto.

(Planning Commission approved 6 to 1)(Council District 3)

2. ORDINANCE NO. 14-2020/21 *(By Title Only)*

An Ordinance Authorizing A Development Agreement By And Between Florence County, South Carolina And Pee Dee Electricom, Inc. Providing For Payments Relating To The Construction Of An Industrial Development Building, Allocating Utility Tax Credit Revenues To Florence County For Public Infrastructure Projects, And Addressing Other Matters Related Thereto.

XII. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. CITY-COUNTY CIVIC CENTER COMMISSION

Council Is Asked To Approve The Re-Appointment Of Mark Wade To Serve On The City-County Civic Center Commission, Representing Florence County In Seat 1 With Appropriate Expiration Term.

B. COMMISSION ON ALCOHOL & DRUG ABUSE

Council Is Asked To Approve The Re-Appointment of Ben McInville - Representing Council District 4, And The Appointment Of Bill Bridges - Serving In The At-Large Business Law Seat, To Serve On The Commission On Alcohol & Drug Abuse With Appropriate Expiration Terms.

Council Is Asked To Approve The Appointment of Reverend Ralph Singletary To Serve On The Commission On Alcohol & Drug Abuse, Representing Council District 1 With Appropriate Expiration Term.

XIII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Are Provided To Council For Fiscal Year 2021 Through September 30, 2020 As An Item For The Record.

B. ADMINISTRATION/FINANCE

CHRISTMAS BONUS

Council Is Asked To Authorize The FY2020/21 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2020/21 (The Budget Ordinance).

C. ADMINISTRATION/PROCUREMENT

AWARD RFP NO. 17-19/20

Council Is Asked To Award RFP No. 17-19/20, Design-Build Services For A Service Monument To Be Located At The Judicial Center To Monument Warehouse, LLC, Elberton, Ga To Be Funded From Donations, Drs. Bruce And Lee Foundation Grant Funds And Remaining Judicial Center Construction Funds. *(4 Proposals Were Received)*

D. EMS/PROCUREMENT

COOPERATIVE PURCHASING AGREEMENT/AMBULANCE PURCHASE

Council Is Asked To Authorize The Use Of The Savvik Cooperative Purchasing Agreement Awarded To Wheeled Coach Industries To Purchase Two (2) 2021 Ford E-450 Ambulances With Required Options And Up-fits From Select Custom Apparatus Of Falkland, North Carolina, An Authorized Regional Representative For Wheeled Coach Industries In The Amount Of \$342,680 And Declare Surplus Two 2011 Chevrolet G4500 Ambulances, VIN# 1GB6G5CL5B1177637 And VIN# 1GB6G5CL9B1176975, And Authorize The Trade-In Of The Two Units In The Amount Of \$17,500 For A Net Purchase Amount Of \$325,180 To Be Funded From FY 20-21 Departmental Budgeted Funds.

E. PROCUREMENT/PUBLIC WORKS

AWARD BID NO. 09-20/21

Council Is Asked To Award Bid No. 09-20/21, MBC Stone For Victor White Rd. To Hanson Aggregates Of Jefferson, SC In The Amount Of \$63,180.00 To Be Funded From CPST II District 4 Funds. *(3 Compliant Bids Received)*

XIV. OTHER BUSINESS:

A. INFRASTRUCTURE

1. BACK SWAMP SCHOOL TRUST

Council Is Asked To Approve The Expenditure Of Up To \$10,000 From Council Districts 3 And 7 Infrastructure Funding Allocations (\$5,000 From Each) To Assist The Back Swamp School Trust With The Construction Of A New Roof On The Historical Back Swamp School Building.

2. BROOKS MCCALL PARK

Council Is Asked To Approve The Expenditure Of Up To \$7,500.00 From Council District 3 Infrastructure Funding Allocation To Pay For A New Fountain In The Pond And Electrical Repairs At Brooks McCall Park.

3. TIMMONSVILLE RESCUE SQUAD

Council Is Asked To Approve The Expenditure Of Up To \$4,500.00 From Council District 4 Infrastructure Funding Allocation To Assist The Timmonsville Rescue Squad With The Purchase Of A Floor Cleaner.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. ALLISON ROAD

Council Is Asked To Approve The Expenditure Of Up To \$2,625.00 From Council District 2 RSMF Funding Allocation For 75 Tons Of MBC Stone To Be Put On Allison Road.

2. DOUGS LANE

Council Is Asked To Approve The Expenditure Of Up To \$4,000.00 From Council District 6 RSMF Funding Allocation For 125 Tons Of MBC Stone To Be Put On Dougs Lane.

3. KINGSBURG FIRE STATION PARKING LOT

Council Is Asked To Approve The Expenditure Of Up To \$940.80 From Council District 2 RSMF Funding Allocation For 21 Tons Of 789 Stone To Be Put On Kingsburg Fire Station Parking Lot.

4. N. CARNABY CIRCLE

Council Is Asked To Approve The Expenditure Of Up To \$18,378.00 From Council District 7 RSMF Funding Allocation To Remove 15" HDPE Pipe, 128 LF And Install 24" RCP Pipe, 128 LF For Storm Drainage Replacement On N. Carnaby Circle, Remove Existing Catch Basin And Install New 24" RCP Pipe. *(Work Will Be Awarded To The Lowest Compliant Contractor.)*

C. ROAD SYSTEM MAINTENANCE FEE (RSMF)/UTILITY

RIVER BEND ROAD

Council Is Asked To Approve The Expenditure Of Up To \$80,000.00 From Council District 4 RSMF And Utility Funding Allocations To Pay For MBC Stone To Be Put On River Bend Road.

XV. EXECUTIVE SESSION:

Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended.

XVI. INACTIVE AGENDA

ORDINANCE NO. 08-2020/21

At Its Regular Meeting Of October 15, 2020, Upon The Recommendation Of The Planning Commission And The Town Of Timmons ville Council Denied Second Reading Of Ordinance No. 08-2020/21: An Ordinance To Rezone Property Owned By Lumbee LLC Located At 406 West Smith Street, Timmons ville, SC, As Shown On Florence County Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approximately 0.884 Acres From B-3, General Commercial District, To R-3, Single-Family Residential District; And Other Matters Related Thereto.

(Planning Commission denied 8 to 0) (Council District 4)

XVII. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the October 15, 2020 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, OCTOBER 15, 2020, 9:00 A.M., COUNTY COMPLEX,
COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

Willard Dorriety, Jr., Chairman
H. Steven DeBerry, IV, Vice Chairman
Mitchell Kirby, Secretary-Chaplain
Waymon Mumford, Council Member
Alphonso Bradley, Council Member
Roger M. Poston, Council Member (Telephonically)
Jason M. Springs, Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ABSENT:

Kent C. Caudle, Council Member

ALSO PRESENT:

Jim Goff, Finance Director
Frank J. 'Buddy' Brand, II, Florence City Councilman
Matthew Christian, Morning News Staff writer
Cameron Crowe, WMBF News Reporter

A notice of the regular meeting of the Florence County Council appeared in the October 14, 2020 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the meeting Agenda were provided to members of the media, members of the public requesting copies, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County's website (www.florenceco.org). In response to the threat of the spread of COVID-19, Council Chambers was restricted access. The Council meeting was made available via livestream at www.florenceco.org, was later aired on the Government Access Channel (Spectrum Channel 1301) and archived on the County website.

CALL TO ORDER/INVOCATION/PLEDGE/WELCOME:

Chairman Dorriety called the meeting to order. Secretary-Chaplain Kirby provided the invocation and Vice Chairman DeBerry led the Pledge of Allegiance to the American Flag.

Chairman Dorriety welcomed everyone attending the meeting and stated, “I would like to remind you again that the continued spread of the COVID-19 virus within our community continues to be a very real, and potentially deadly, threat. We must not let our guard down. Simple precautions such as wearing a mask, washing our hands regularly, and maintaining a distance of at least six feet between individuals when in the public is still our greatest, and only defense, against this invisible threat. I encourage you to be sure you are up to date on all mandates imposed by the Governor as well as each municipality and comply with the law, as well as the guidelines of the businesses you patronize. Standing united, the citizens of Florence County are a powerful force. By working together, we can and will defeat COVID-19.”

Chairman Dorriety conducted a roll call of the members for the record. Councilman Poston participated telephonically and Councilman Caudle was absent due to medical reasons. All other members were present in the Chambers.

APPROVAL OF MINUTES:

Councilman Mumford made a motion Council Approve The Minutes Of The September 17, 2020 Regular Meeting Of County Council. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Caudle with a ‘Yes’ vote on Approval of the Minutes. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

PUBLIC HEARINGS:

There Were No Public Hearings Required Or Scheduled For This Meeting.

APPEARANCES:

In An Effort To Minimize The Spread Of The Coronavirus COVID-19, No Public Appearances Were Scheduled.

COMMITTEE REPORTS:

Chairman Dorriety Stated That Due To The Current Pandemic No Committee Meetings Had Been Held, Therefore There Were No Committee Reports.

RESOLUTIONS/PROCLAMATIONS:

No Resolutions Or Proclamations Were Presented For Inclusion At The Time Of Publication Of The Agenda.

ORDINANCES IN POSITION:

EMERGENCY ORDINANCE NO. 02-2020/21

The Clerk published the title of Emergency Ordinance No. 02-2020/21: An Emergency Ordinance In Florence County To Extend Emergency Ordinance No. 01-2020/21 Recommending The Wearing Of Appropriate Face Coverings In Public Places, With Exceptions, And Other Matters Related Thereto. Councilman Kirby made a motion Council approve the Emergency Ordinance. Councilman Bradley seconded the motion, which was approved unanimously. Councilman Mumford submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval of the Emergency Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 11-2019/20 – THIRD READING DEFERRED

Chairman Dorriety stated Third Reading of Ordinance No. 11-2019/20 was deferred: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between A Company Or Companies Known For The Time Being As Project Star (The "Company"), Darlington County And Florence County, South Carolina (The "County"), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Darlington County, Providing For Payment By The Company Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes, The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement; And Other Matters Relating Thereto.

ORDINANCE NO. 12-2019/20 – THIRD READING DEFERRED

Chairman Dorriety stated Third Reading of Ordinance No. 12-2019/20 was deferred: An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Florence County And Darlington 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 Darlington 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. 07-2020/21 – THIRD READING

The Clerk published the title of Ordinance No. 07-2020/21: An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-8 In Order To Diminish Water/Sewer System Service Area Previously Granted To The City of Lake City And Grant The Barrineau Public Utilities (BPU) A Portion Of The Water And Sewer Service Area; And Other Matters Related Thereto. Councilman Springs made a motion Council approve Third Reading of the Ordinance. Councilman DeBerry seconded the motion. County Administrator K. G. Rusty Smith, Jr. stated that that 'clean water knows no boundaries.' BPU was expanding its water system in portions of Florence, Williamsburg and Clarendon counties. This Phase 4 project was part of a \$7.3 million grant load initiative financed/sponsored by USDA and in order to facilitate a 'loop' to ensure adequate fire flow and safe water there was a need to extend these lines along a portion of Green Road. The City of Lake City verified it had no intent to provide water to serve this area so basically without this approval, the individuals would not receive water service. The motion to Approve Third Reading of the Ordinance was approved

unanimously. Councilman Springs submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 06-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 06-2020/21: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As "Project Lightning Bolt" (The "Company") On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The "County") To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto. Councilman DeBerry made a motion Council approve Second Reading of the Ordinance. Councilman Springs seconded the motion. Mr. Smith stated that this was another example of the County's outstanding economic development endeavors. The County was currently in negotiations with the company on SSRs and also in terms of leasing equipment from previous years in trying to maintain consistency. This would be a \$75 million additional investment producing 100 jobs. Hopefully at its next meeting Council could hold public hearing and closure on the final project, which would be another outstanding project and example of what Florence County was doing for the citizens in this area. The motion to Approve Second Reading was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 08-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 08-2020/21: An Ordinance To Rezone Property Owned By Lumbee LLC Located At 406 West Smith Street, Timmons ville, SC, As Shown On Florence County Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approximately 0.884 Acres From B-3, General Commercial District, To R-3, Single-Family Residential District; And Other Matters Related Thereto. Councilman Kirby made a motion Council Deny Second Reading Of The Ordinance Based On The Recommendation Of The Town Of Timmons ville And The Fact That The Planning Commission Voted Unanimously To Deny This Rezone Request. Councilman Springs seconded the motion. Mr. Smith stated the property was currently surrounded by commercial and residential uses. The owner wanted to divide the parcel into smaller lots and install doublewides. The Town of Timmons ville was opposed as was the Planning Commission which voted 8-0 to deny. The proposed R3 would allow single-family double-wide mobile homes and would not be contingent with what was there now. The motion to Deny Second Reading was approved unanimously. Councilman Kirby submitted a Proxy for Councilman Caudle with a 'Yes' vote on Denial of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 09-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 09-2020/21: An Ordinance To Rezone Property Owned By Jerrel And Zivia Washington On Whippoorwill Road, Effingham, SC, As Shown On Florence County Tax Map No. 00126, Block 01, Parcel 115; Consisting Of Approximately 0.708 Acres From R-1, Single-Family Residential District, To R-3, Single-Family Residential District; And Other Matters Related Thereto. Councilman DeBerry made a motion Council Approve Second Reading of the Ordinance. Councilman Springs seconded the motion. Mr. Smith stated that the property was surrounded by ‘stick built’ single family manufactured homes and was contiguous to other R-3 property and was proper as the Commission consented to move forward with the approval of the request. Second Reading of the Ordinance was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Caudle with a ‘Yes’ vote on Approval of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 10-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 09-2020/21: An Ordinance To Rezone Property Owned By Maria Pigatt At 2009 Hazelwood Lane, Effingham, SC, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 276; Consisting Of Approximately 0.883 Acres From R-3, Single-Family Residential District, To RU-1, Rural Community District; And Other Matters Related Thereto. Councilman DeBerry made a motion Council approve Second Reading of the Ordinance. Councilman Kirby seconded the motion. Mr. Smith stated the owner wished to install a new single-wide in the area, which would be a vast improvement in the area where it was and the Planning Commission recommended approval. Second Reading of the Ordinance was approved unanimously. Councilman Poston submitted a Proxy for Councilman Caudle with a ‘Yes’ vote on Approval of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 11-2020/21

The Clerk published the title of Ordinance No. 11-2020/21: An Ordinance Authorizing The Execution And Delivery Of A First Amendment To Fee-In-Lieu-Of-Tax Agreement By And Between Ruiz Food Products, Inc., RG4 Holding Co., LLC ~~Project Horseshoe Falls~~ (Collectively The “Company”) and Florence County, South Carolina (The “County”); And Other Matters Relating Thereto. Councilman Springs made a motion Concil approve Second Reading of the Ordinance With Amended Title To Include The Company Name. Councilman Mumford seconded the motion. Mr. Smith stated this was another example of outstanding success in economic development especially amid this pandemic. Ruiz Food Products and RG4 Holding were wonderful corporate citizens considering a \$40 million expansion to the previous 2014 and 2017 FILOT agreements, which committed to approximately \$134 million investment in Florence County. Per legal counsel, as of the end of 2019 they would have invested \$162 million within the County. Chairman Dorriety stated this showed that the County was trying to progress and lure a variety of industrial prospects as well as retain existing industries. Second Reading of the Ordinance was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Caudle with a ‘Yes’ vote on Approval of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ORDINANCE NO. 12-2020/21

The Clerk published the title of Ordinance No. 12-2020/21: An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Santee Electric Cooperative, Inc. As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Williamsburg Counties; And Other Related Matters. Councilman Springs made a motion Council approve Second Reading of the Ordinance. Councilman Mumford seconded the motion. Mr. Smith stated that this Ordinance was authorizing the execution and delivery of a FILOT agreement by and between Florence County and Santee Electric. Pursuant to the Cooperation Agreement entered into on August 20, 2020, this clarified that the FILOT only applied to electrical infrastructure within the confines of the Scranton Industrial Park. It did not apply to land or buildings. Per the agreement it would be a 30-year FILOT with a fixed millage of 359.6 and Santee would be entitled to a 50% SSRC in years 1 through 10 and 25% for years 11 through 30. It should be noted that the taxes on this property for prior year were a total of \$470.00. They would be investing millions and millions in electrical infrastructure and the County would be free to negotiate any fee in lieu of SSRCs with any prospective industries based upon the respective investment and job creation profile. It would be included in an existing industrial park the County currently had with Williamsburg County. Councilman Poston submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval of Second Reading of the Ordinance. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

COMMISSION ON ALCOHOL AND DRUG ABUSE

Councilman Springs made a motion Council Approve The Appointment Of Carla Angus To Serve On The Commission On Alcohol And Drug Abuse, Representing Council District 5 (To Fill The Seat Left Vacant By The Resignation Of Don Coker) With Appropriate Expiration Term. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Bradley submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval of the Appointment. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

COUNCIL DISTRICT 6

Councilman DeBerry made a motion Council Approve The Appointment Of Carolyn Caudle To Serve On The Commission On Alcohol And Drug Abuse And Re-Appointment Of Dwight Johnson To Serve On The Planning Commission, Representing Council District 6 With Appropriate Expiration Terms. Councilman Springs seconded the motion, which was approved unanimously. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

PLANNING COMMISSION

Councilman Kirby made a motion Council Approve The Re-Appointment Of Mark Fountain To Serve On The Planning Commission, Representing Council District 4 With Appropriate Expiration Term. Councilman Mumford seconded the motion, which was approved unanimously. Councilman Kirby submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval of the Re-Appointment. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

REPORTS TO COUNCIL:

ADMINISTRATOR'S REPORT

Mr. Smith stated that Council had been provided with the elucidative updates for the Capital Project Sales Tax #1 and #2, as well as the comprehensive notes from the competent department heads.

For the public's erudition, he provided the following updates:

- Construction of curb and gutter and sidewalk was ongoing along Foxworth and Main Street on the new 76 truck route in Timmons ville.
- Final surface paving was proceeding on SC 51 Section 1 & 2 between Willow Creek Road and Hyman while curb and base work was ongoing between Florence and Willow Creek Road.
- Section 3 and 4 of 51 had been substantially completed and opened to traffic.
- Construction on Phase I of the Alligator Road project was anticipated to be complete in Spring 2021. Paving on S. Irby Street was also underway and traffic at some point would be switched to the southbound side to continue with construction operations.
- Phase II of the Alligator Road project was advertised on October 5th and should be let on December 8th of this year.

Improvements had been completed on a total of 531 roads under CPST II. Additional District projects continued to progress and were nearing completion.

It was also another great day in Florence County as County Council celebrated the Grand Opening of the new West Florence Fire Department Main Station on Ebenezer Road. This was a continuation of the County's efforts to enhance public safety in Florence County and reduce ISO ratings throughout the County.

During the month of September the Environmental Services department assisted in the rescue of 74 animals. The County was still awaiting word from Palmer on a projected date inmates would be available to continue assisting the County with its 'Get Bitter on Litter' campaign. One citation was written in September and \$1,176 collected in fines.

Environmental Services mosquito abatement program sprayed 86.51 miles of adulticide, or 23.78 gallons, during the month of September.

Mr. Smith stated he was pleased to introduce the new Finance Director Mr. Jim Goff. Mr. Goff was a CPA with an MBA who received a BS Degree in Business Administration and Accounting from West Virginia University and a Master of Business Administration Degree from Waynesburg University. He had worked in the private sector as a Corporate Controller, a Senior Accountant, a VP of Finance and Accounting, and as a Director of Finance for 22 years. Jim served as the Finance Director for the City of Morgantown, West Virginia since 2015 coordinating and administering an approximately \$40-50 million budget. He also managed the City's five TIF districts and served as treasurer for the parking authority, recreation commission and provided oversight on various pension plans in this previous location. He had expertise in operations analysis and optimization, finance, accounting, budgeting, as well as project management and strategic planning. He asked Council to please welcome Mr. Goff and his family to the team and the community. Mr. Goff expressed his appreciation for the opportunity to serve and stated he looked forward to working with Council and being a part of the team for Florence County. Members of Council welcomed Mr. Goff.

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2021 Through August 31, 2020 As An Item For The Record.

ADMINISTRATION/ECONOMIC DEVELOPMENT

BRITTON BOSTIC WINONA SITE-INFRASTRUCTURE IMPROVEMENTS

Councilman DeBerry made a motion Council Authorize Infrastructure Improvements To Include Phase 1A And Phase 1B, With The Exception Of The Off-Site Roadway Improvements Pending South Carolina Department Of Transportation Review, As Outlined In The Thomas And Hutton Cost Summary At The Britton Bostick Winona Site To Be Funded From 2020 Economic Development Bond Funds At A Net Estimated Cost Of \$3,044,700. Councilman Mumford seconded the motion. Mr. Smith stated that the County closed on five properties consisting of 329 acres for \$2.284 million on September 15, 2020. The site was previously certified through the South Carolina Department of Commerce and the County was currently undergoing recertification by the engineers Thomas and Hutton which was slated for completion in the near future. This authorization delineates the recommended initial steps to identify the property as 'open and ready' for business. Phase 1A cost summary provided the following enhancements and required funding: 1) The most pressing need was the 500 linear feet of industrial park entrance road and a deceleration lane on US 301/76 with an estimated cost of \$980,000 which included clearing and grubbing. County Public Works was reviewing to determine any assistance it could provide without interfering in daily work schedules, thus saving costs on the project. 2) Next would be the installation of a 725 linear foot 12" water main along the new entry road at a cost of \$170,000. 3) Proper signage and landscaping would also be needed with estimated costs of \$265,000. 4) Mr. Smith stated he had previously advised that the County received a \$500,000 grant from the Department of Commerce and a \$200,000 grant from Duke Energy, which would in turn leave a net cost of \$715,000 for Phase 1A. 5) Phase 1B assigned the site work cost for a 100,000 square foot building at approximately \$980,000. The County would then need to extend an 18" gravity sewer line of 2,800 linear feet from the existing system at a cost of about \$562,000. Additional off-site roadway improvements

to include an acceleration lane and left turn lane would add \$786,000 to the total, subject to traffic studies by SCDOT. The motion to Authorize Infrastructure Improvements was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ADMINISTRATION/HUMAN RESOURCES/PUBLIC WORKS

PUBLIC WORKS RESTRUCTURE

Councilman Springs made a motion Council Reclassify Slots #003, #004, #006, And #014 In The Public Works Department In Order To Restructure The Department To Create A Succession Plan For Continuity Of Operations To Be Funded From Public Works Department Fund 153 Fund Balance In The Amount Of \$21,742. Councilman DeBerry seconded the motion. Mr. Smith stated that given the current pandemic and the pending reimposition of the capital project sales tax it was inherent upon the County to prepare to meet the future, not only in public works. The department played an important role with the capital project sales tax and economic development. He stated he had often said that failure to prepare was preparing to fail and this was an effort to move forward to be prepared. With the maturation of the work force the County needed to be prepared for the next several years so that transition could occur in a seamless fashion. The motion to reclassify was approved unanimously. Councilman Mumford submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council Declare Three (3) Dodge Chargers, Two (2) Chevy Tahoes, One (1) Chevy Colorado Truck, And Three (3) Ford Trucks As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Bradley submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

SHERIFF'S OFFICE/PROCUREMENT

AWARD RFP NO. 03-20/21

Councilman Mumford made motion Council Award RFP No. 03-20/21, Per Diem Rate For Housing U. S. Marshals Service Federal Prisoners To Summerill Law Firm, PLLC Of Washington, DC And Authorize The County Administrator To Execute A Contract Pending Successful Negotiations. Councilman Bradley seconded the motion. Mr. Smith stated that the U. S. Marshals Service prisoners were housed in the County Detention Center pursuant to Intergovernmental Agreement (IGA) 71-03-041, which was last negotiated in January 2010. A Selection Committee comprised of Councilman Mumford, Sheriff Barnes and Mrs. King reviewed the proposals received. In an effort to mitigate the rising cost of detention, especially in these trying times, it was important to seek a new

rate that better reflected the true cost of jail operations. It was also important to note that the County had not had a rate increase since 2010. Another item of note was that the fee, if applicable, would be based only on any increase over existing rates for a period of 90 days. No other costs apply and we would also work with surrounding counties. Councilman Kirby asked if inmate population had increased at the County jail. Mr. Smith responded that due to the COVID situation, nationwide inmate population had decreased. The County was averaging 18 Federal inmates per month, July 2019 – 2020 and 411 total days during that period of time. As an example of the funding, in July 2019 the County experienced a high of 25 inmates for a total of 589 days which equated to \$32,984.00. In July 2020, the County had 13 inmates for a total of 358 days and \$20,048.00, which averaged out to 18 people. As the court begins to operate fully again, the numbers could potentially increase. In response to an additional question by Councilman Kirby, Mr. Smith responded that it would not be necessary to open another pod. The motion to Award the RFP was approved unanimously. Councilman DeBerry submitted a proxy vote for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

FINANCE

ACCOMMODATIONS TAX ADVISORY COMMITTEE FY21 RECOMMENDATIONS

Councilman Springs made a motion Council Refer The Accommodations Tax Advisory Committee Recommendation For FY 2020/21 To The Accommodations Tax Reconciliation Committee For Further Study Due To The Uncertainty Of The Impact Of Covid-19 On The Accommodations Revenue Collections For FY21. Councilman DeBerry seconded the motion. Mr. Smith stated that it was noted that the amount of accommodations tax funding to be recommended for disbursement for FY20-21 was reduced from \$150,000 to \$100,000 due to the effects of Covid on hotel receipts. The Advisory Committee understood that the recommendations would be sent to the Committee for review after tax receipts were verified. As of June 30, 2020, State Accommodations Tax Fund had a balance of \$27,380.00 and funds were down 17% from the previous year. It should also be noted that, as of that day, the County had not received payment from SCDOR for the quarter that ended June 30, 2020. Staff was able to obtain from DOR that the accommodations tax collected from the quarter ending September 30, 2020 was \$71,789.00, but that was not just the 2%. To put it into perspective, from a high of \$407,427.00 in 2016 revenues had decreased by an average of 8.325% a year to a 2020 low of \$283,343.00. Part of the reduction was most likely due primarily to annexations and the loss of the 2% funding. It was difficult to measure the impact Covid would have on revenue but it was prudent to refer this matter to the Reconciliation Committee for further deliberation. The motion was approved unanimously by the members present. Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

UNIFIED FIRE DISTRICTS

RESCUE BOATS

Councilman Kirby made a motion Council Approve The Purchase Of Three (3) Rescue Boats With Necessary Equipment For The Johnsonville, Sardis-Timmons ville, And Hannah-Salem-Friendfield Fire Districts, One (1) Rescue Boat Specifically For Use On The Great Pee Dee River To Be Housed In The Hannah-Salem-Friendfield Fire District, Equipment To Operate Existing Rescue Boats In Howe Springs, Windy Hill And West Florence Fire Districts, And Training For Fire Fighters In Rescue Operations In The Amount Of Up To \$177,745.00 To Be Funded From Fund 37 Unified Fire District Fund Balance. Councilman Springs seconded the motion. Mr. Smith stated that this would ensure the County would have seven (7) fully equipment rescue boats throughout the County. With recent weather events, the County had to borrow rescue boats to rescue people. He recognized Councilman Poston on this item because the major portion of rivers were in his district. An important aspect of this action was that training was included to ensure rescue personnel were well trained on the equipment to go in and conduct rescue missions in any type of weather or conditions. He added that to put Florence County rainfall into perspective, it had 805 square miles of relatively flat terrain and according to the National Flood Insurance Program, 22% of the County lies within the 100-year flood plain with an average elevation of 70 feet above sea level. According to the National Weather Service between 1894 and 2010 the average annual rainfall for Florence County was 43.95 inches. Between 2010 and 2019 that average increased to 47.83 inches annually. To put that into perspective, 1 inch of rainfall over 1 acre of land equals 27,154 gallons of water. One square mile contains 40 acres, which equated to 17 million gallons of rain water. Compute that into the 805 square miles in the County, you had 13 billion 685 million gallons of water which had to be absorbed or drained off. One of the beneficial side effects of the Covid pandemic had been a substantial increase in our awareness of the outdoors. More and more citizens were enjoying nature and our beautiful waterways but in doing so the risk factors increased as well. The County worked in conjunction with SC DNR on the project to ensure proper boats and equipment were purchased in order to effectuate effective rescue missions and the County would ensure appropriate procurement guidelines were met as well. Councilman Poston stated he was of the opinion it was very important to acquire these rescue boats. The County had volunteer firefighters risking their lives to conduct these rescue missions and his desire was to ensure they had adequate equipment and training to embark on these missions to make them successful. The motion was approved unanimously. Councilman Poston submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

COUNCILMAN BRADLEY

Councilman Bradley commented that if you consider all the various projects going on around the County - the capital project sales tax, the parking deck and other Complex upgrades - he wanted to take the opportunity to commend County Administrator Rusty Smith and his staff for the outstanding job they had done and continued to do on a daily basis in managing staff and doing all the things they do.

OTHER BUSINESS:

INFRASTRUCTURE

PROSPECT BALL FIELD

Councilman Springs made a motion Council Approve The Expenditure Of Up To \$2,000.00 From Council District 2 Infrastructure Funding Allocation To Hang Three (3) Doors And Repair The Field Lights At The Prospect Ball Field. Councilman Poston seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

TOWN OF PAMPLICO

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$1,500.00 From Council District 2 Infrastructure Funding Allocation To Assist The Town Of Pamplico With The Purchase Of A Mower For The Town. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman Poston submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

VETERANS NURSING HOME

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$13,500.00 From Council Districts' Infrastructure Funding Allocations (Approximately \$1,500 From Each District Or As Listed On The Approving Documentation) To Assist The Veterans Affairs Office With The Purchase And Erection Of A Flag Display At The New Veterans Nursing Home On National Cemetery Road. Councilman DeBerry seconded the motion, which was approved unanimously. Councilman DeBerry submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

INFRASTRUCTURE/UTILITY

ELMER DELARA

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$48,000.00 From Council District 7 Infrastructure And Utility Funding Allocations (\$24,000.00 From Each) To Pay Elmer DeLara For Clearing Ditches (Clearing Blockages And Cutting All Vegetation) On N. Carnaby Circle, Sam Harrell Road And N. Norwood Lane, And Sam Harrell Road Heading Back To N. Irby Street. Councilman Bradley seconded the motion, which was approved unanimously. Chairman Dorriety stated he was glad the County had people like this to do this type of work. Councilman Mumford submitted a Proxy for Councilman Caudle with a 'Yes' vote on Approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Poston was present telephonically and voted.

ROLL CALL

The Chairman verified for the record that all members were still present and remained present throughout the meeting. Councilmen DeBerry, Kirby, Mumford, Bradley, and Springs were present in the Chambers, and Councilman Poston was still present telephonically. Chairman Dorriety stated that Councilman Caudle was absent due to medical reasons. Chairman Dorriety expressed his appreciation to the members for participation.

ADJOURN

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

COUNCIL MEETING ADJOURNED AT 9:50 A.M.

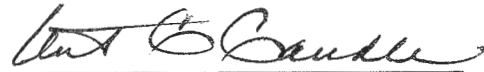
MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)


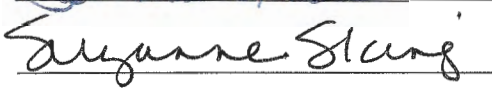
PROXY

I hereby leave my voting proxy for The Approval Of The Minutes Of The September 17, 2020 Regular Meeting, at the regular meeting of County Council on October 15, 2020, with County Councilman Roger M. Poston. This proxy is for a "yes" vote on the question of Approval of the Minutes.



Kent C. Caudle
Member, Florence County Council

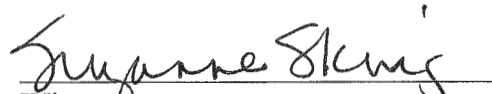
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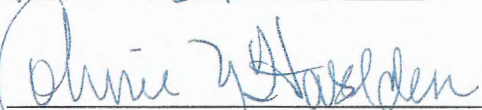
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

SWORN to before me this
13th day of October, 2020.



NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

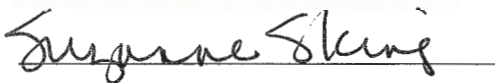
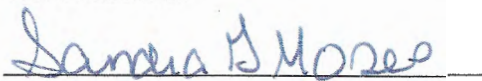
PROXY

I hereby leave my voting proxy for The Approval Of Emergency Ordinance No. 02-2020/21: An Emergency Ordinance In Florence County To Extend Emergency Ordinance No. 01-2020/21 Recommending The Wearing Of Appropriate Face Coverings In Public Places, With Exceptions, And Other Matters Related Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman Waymon Mumford. This proxy is for a "yes" vote on the question of Approval of Emergency Ordinance No. 02-2020/21.



Kent C. Caudle
Member, Florence County Council

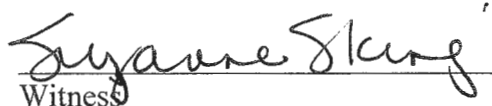
WITNESSES:



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

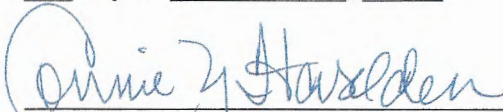
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020



NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

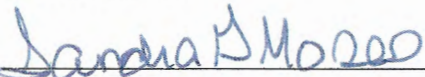
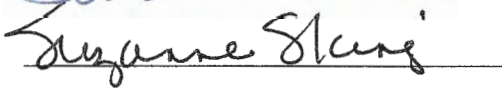
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Third Reading Of Ordinance No. 07-2020/21: An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-8 In Order To Diminish Water/Sewer System Service Area Previously Granted To The City of Lake City And Grant The Barrineau Public Utilities (BPU) A Portion Of The Water And Sewer Service Area; And Other Matters Related Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman Jason M. Springs. This proxy is for a "yes" vote on the question of Approval of Ordinance No. 07-2020/21.


Kent C. Caudle
Member, Florence County Council

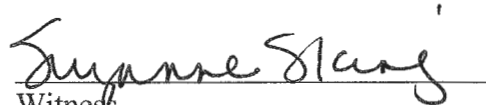
WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

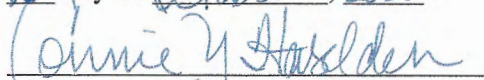
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020.



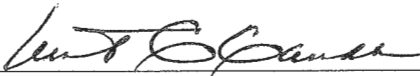
NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

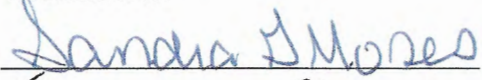
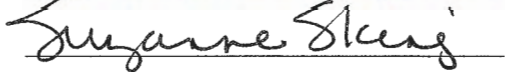
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Second Reading Of Ordinance No. 06-2020/21: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As "Project Lightning Bolt" (The "Company") On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The "County") To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman H. Steven DeBerry, IV. This proxy is for a "yes" vote on the question of Approval of Second Reading Of Ordinance No. 06-2020/21.


Kent C. Caudle
Member, Florence County Council

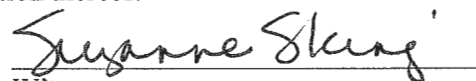
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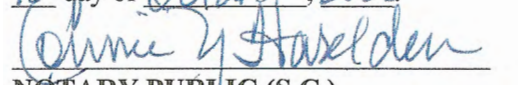



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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



Witness

SWORN to before me this
13th day of October, 2020

NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Second Reading Of Ordinance No. 08-2020/21: An Ordinance To Rezone Property Owned By Lumbee LLC Located At 406 West Smith Street, Timmons ville, SC, As Shown On Florence County Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approximately 0.884 Acres From B-3, General Commercial District, To R-3, Single-Family Residential District; And Other Matters Related Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman Mitchell Kirby. This proxy is for a "yes" vote on the question of the Denial of Second Reading of Ordinance No. 08-2020/21.


Kent C. Caudle
Member, Florence County Council


WITNESSES:

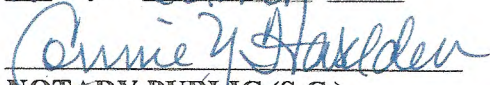



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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



Witness

SWORN to before me this
14th day of October, 2020

NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028

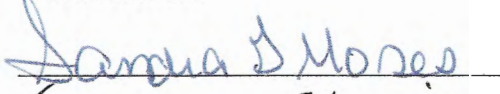
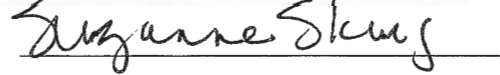
STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Second Reading Of Ordinance No. 09-2020/21: An Ordinance To Rezone Property Owned By Jerrel And Zivia Washington On Whippoorwill Road, Effingham, SC, As Shown On Florence County Tax Map No. 00126, Block 01, Parcel 115; Consisting Of Approximately 0.708 Acres From R-1, Single-Family Residential District, To R-3, Single-Family Residential District; And Other Matters Related Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman H. Steven DeBerry, IV. This proxy is for a "yes" vote on the question of Approval of Second Reading of Ordinance No. 09-2020/21.


Kent C. Caudle
Member, Florence County Council

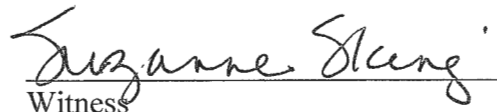
WITNESSES:

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

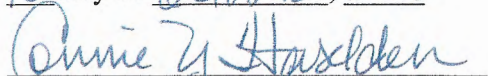
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020.



NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

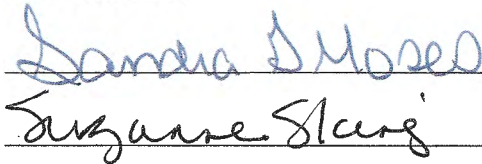
PROXY

I hereby leave my voting proxy for Second Reading Of Ordinance No. 10-2020/21: An Ordinance To Rezone Property Owned By Maria Pigatt At 2009 Hazelwood Lane, Effingham, SC, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 276; Consisting Of Approximately 0.883 Acres From R-3, Single-Family Residential District, To RU-1, Rural Community District; And Other Matters Related Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman Roger M. Poston. This proxy is for a "Yes" vote on the question of Approval of Second Reading of Ordinance No. 10-2020/21.



Kent C. Caudle
Member, Florence County Council

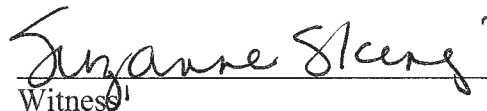
WITNESSES:



STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

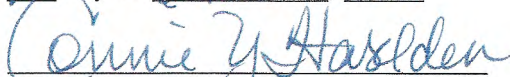
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020



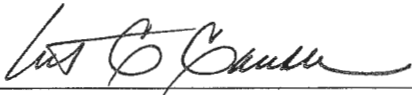
NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

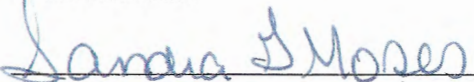
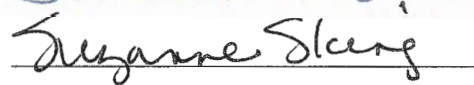
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for Second Reading Of Ordinance No. 11-2020/21: An Ordinance Authorizing The Execution And Delivery Of A First Amendment To Fee-In-Lieu-Of-Tax Agreement By And Between Ruiz Food Products, Inc., RG4 Holding Co., LLC Project Horseshoe Falls (Collectively The "Company") and Florence County, South Carolina (The "County"); And Other Matters Relating Thereto, at the regular meeting of County Council on October 15, 2020, with County Councilman H. Steven DeBerry, IV. This proxy is for a "yes" vote on the question of Approval of Second Reading of Ordinance No. 11-2020/21.


Kent C. Caudle
Member, Florence County Council

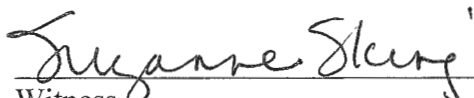
WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

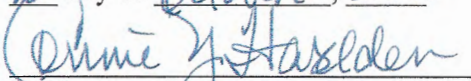
PROBATE

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


Witness

SWORN to before me this

15th day of October, 2020.



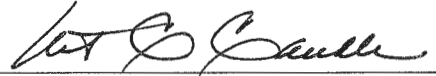
NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

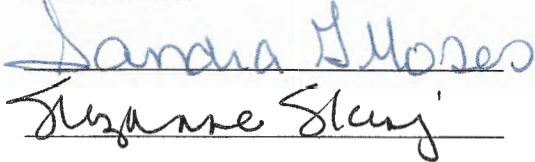
PROXY

I hereby leave my voting proxy for Second Reading Of Ordinance No. 12-2020/21: An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Santee Electric Cooperative, Inc. As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Williamsburg Counties; And Other Related Matters, at the regular meeting of County Council on October 15, 2020, with County Councilman Roger M. Poston. This proxy is for a "yes" vote on the question of Approval of Second Reading Of Ordinance No. 12-2020/21.



Kent C. Caudle
Member, Florence County Council

WITNESSES:



STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

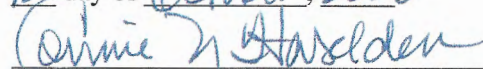
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020




NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

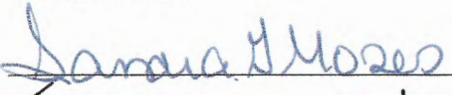
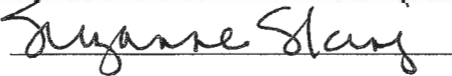
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for The Approval Of The Appointment Of Carla Angus To Serve On The Commission On Alcohol & Drug Abuse, Representing Council District 5 (To Fill The Seat Left Vacant By The Resignation Of Don Coker) With Appropriate Expiration Term, at the regular meeting of County Council on October 15, 2020, with County Councilman Alphonso Bradley. This proxy is for a "yes" vote on the question of Approval of the Appointment.


Kent C. Caudle
Member, Florence County Council

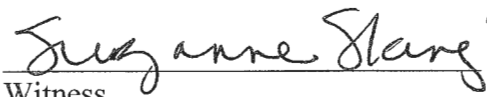
WITNESSES:

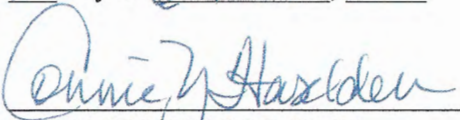
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

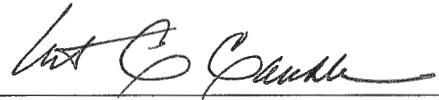
SWORN to before me this
15th day of October, 2020.


NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

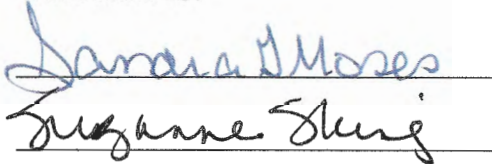
PROXY

I hereby leave my voting proxy for The Approval Of The Re-Appointment Of Mark Fountain To Serve On The Planning Commission, Representing Council District 4 With Appropriate Expiration Term, at the regular meeting of County Council on October 15, 2020, with County Councilman Mitchell Kirby. This proxy is for a "yes" vote on the question of Approval of the Re-Appointment.



Kent C. Caudle
Member, Florence County Council

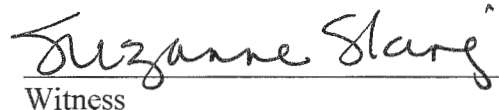
WITNESSES:



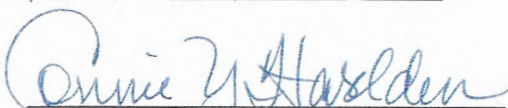
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

SWORN to before me this
13th day of October, 2020.



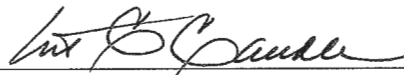
NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

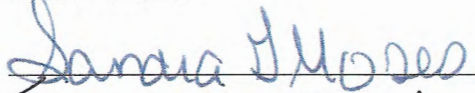
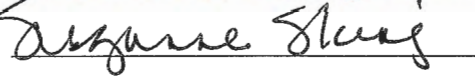
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for The Authorization Of Infrastructure Improvements To Include Phase 1A And Phase 1B, With The Exception Of The Off-Site Roadway Improvements Pending South Carolina Department Of Transportation Review, As Outlined In The Thomas And Hutton Cost Summary At The Britton Bostick Winona Site To Be Funded From 2020 Economic Development Bond Funds At A Net Estimated Cost Of \$3,044,700, at the regular meeting of County Council on October 15, 2020, with County Councilman H. Steven DeBerry, IV. This proxy is for a "yes" vote on the question of Approval of the Authorization.


Kent C. Caudle
Member, Florence County Council

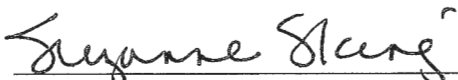
WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

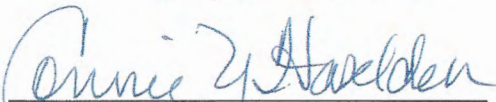
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020




NOTARY PUBLIC (S.C.)

My Commission Expires 12-17-2028


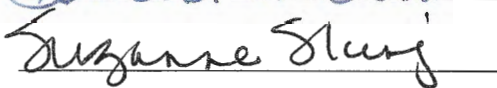
STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy To Reclassify Slots #003, #004, #006, And #014 In The Public Works Department In Order To Restructure The Department To Create A Succession Plan For Continuity Of Operations To Be Funded From Public Works Department Fund 153 Fund Balance In The Amount Of \$21,742, at the regular meeting of County Council on October 15, 2020, with County Councilman Waymon Mumford. This proxy is for a "yes" vote on the question of Approval of the Reclassification.


Kent C. Caudle
Member, Florence County Council

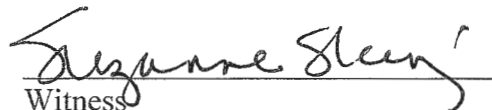
WITNESSES:

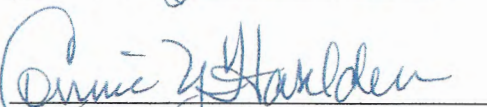



STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROBATE

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



Witness

SWORN to before me this
13th day of October, 2020

NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028


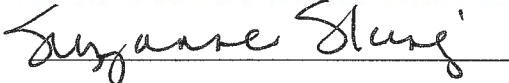
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy To Declare Three (3) Dodge Chargers, Two (2) Chevy Tahoes, One (1) Chevy Colorado Truck, And Three (3) Ford Trucks As Surplus Property For Disposal Through Public Internet Auction Via GovDeals, at the regular meeting of County Council on October 15, 2020, with County Councilman Alphonso Bradley. This proxy is for a "Yes" vote on the question of Declaration of Surplus Property.


Kent C. Caudle
Member, Florence County Council

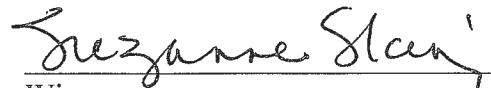
WITNESSES:

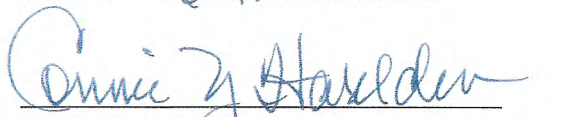
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness


SWORN to before me this
15th day of October, 2020


NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

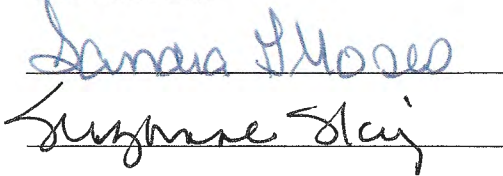
PROXY

I hereby leave my voting proxy To Award RFP No. 03-20/21, Per Diem Rate For Housing U. S. Marshals Service Federal Prisoners To Summerill Law Firm, PLLC Of Washington, DC And Authorize The County Administrator To Execute A Contract Pending Successful Negotiations, at the regular meeting of County Council on October 15, 2020, with County Councilman H. Steven DeBerry, IV. This proxy is for a "yes" vote on the question of Award of RFP No. 03-20/21.



Kent C. Caudle
Member, Florence County Council

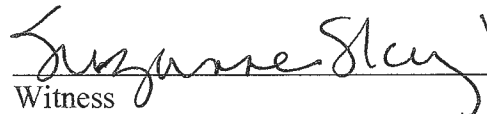
WITNESSES:



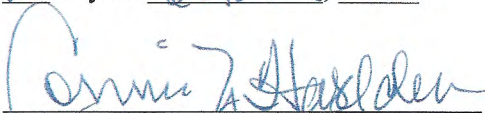
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

SWORN to before me this
13th day of October, 2020

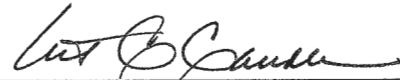


NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

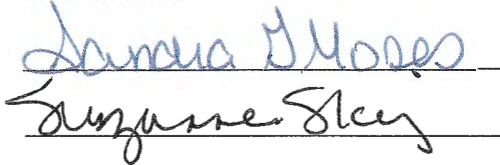
PROXY

I hereby leave my voting proxy for the Approval Of The Purchase Of Three (3) Rescue Boats With Necessary Equipment For The Johnsonville, Sardis-Timmonsville, And Hannah-Salem-Friendfield Fire Districts, One (1) Rescue Boat Specifically For Use On The Great Pee Dee River To Be Housed In The Hannah-Salem-Friendfield Fire District, Equipment To Operate Existing Rescue Boats In Howe Springs, Windy Hill And West Florence Fire Districts, And Training For Fire Fighters In Rescue Operations In The Amount Of Up To \$177,745.00 To Be Funded From Fund 37 Unified Fire District Fund Balance, at the regular meeting of County Council on October 15, 2020, with County Councilman Roger M. Poston. This proxy is for a "yes" vote on the question of Approval of the Purchase.



Kent C. Caudle
Member, Florence County Council

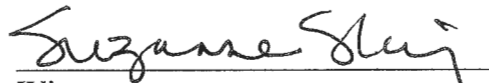
WITNESSES:



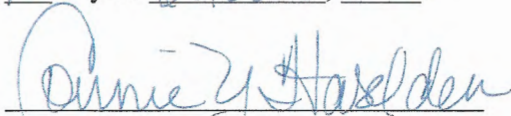
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

SWORN to before me this
13th day of October, 2020




NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

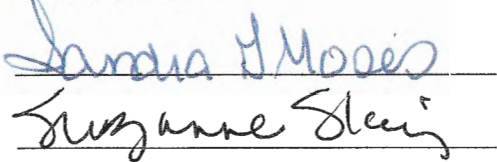
PROXY

I hereby leave my voting proxy for The Approval Of The Expenditure Of Up To \$2,000.00 From Council District 2 Infrastructure Funding Allocation To Hang Three (3) Doors And Repair The Field Lights At The Prospect Ball Field, at the regular meeting of County Council on October 15, 2020, with County Councilman Roger M. Poston. This proxy is for a "yes" vote on the question of Approval of the Expenditure.



Kent C. Caudle
Member, Florence County Council

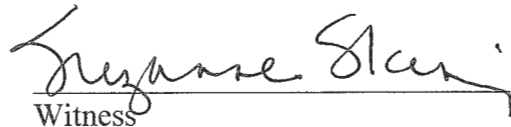
WITNESSES:



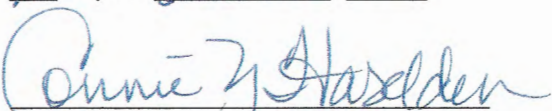
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

SWORN to before me this
13th day of October, 2020.



NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

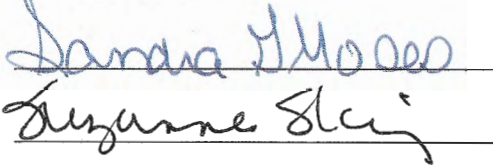
PROXY

I hereby leave my voting proxy for The Approval Of The Expenditure Of Up To \$1,500.00 From Council District 2 Infrastructure Funding Allocation To Assist The Town Of Pamplico With The Purchase Of A Mower For The Town, at the regular meeting of County Council on October 15, 2020, with County Councilman Roger M. Poston. This proxy is for a "yes" vote on the question of Approval of the Expenditure.



Kent C. Caudle
Member, Florence County Council

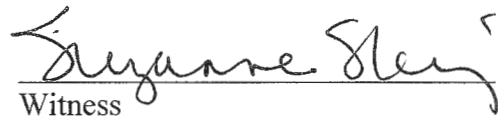
WITNESSES:



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

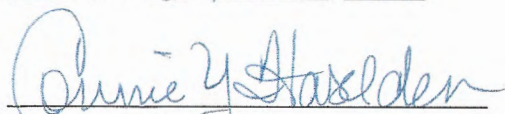
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020



NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

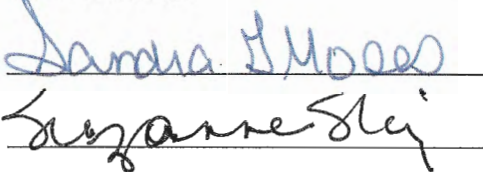
PROXY

I hereby leave my voting proxy for The Approval Of The Expenditure Of Up To \$13,500.00 From Council Districts' Infrastructure Funding Allocations (Approximately \$1,500 From Each District Or As Listed On The Approving Documentation) To Assist The Veterans Affairs Office With The Purchase And Erection Of A Flag Display At The New Veterans Nursing Home On National Cemetery Road, at the regular meeting of County Council on October 15, 2020, with County Councilman H. Steven DeBerry, IV. This proxy is for a "yes" vote on the question of Approval of the Expenditure.



Kent C. Caudle
Member, Florence County Council

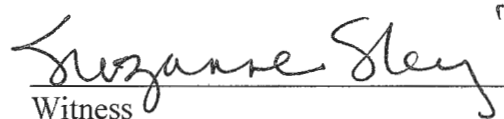
WITNESSES:



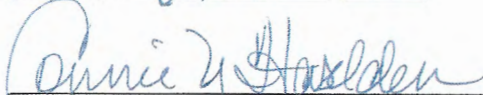
STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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


Witness

SWORN to before me this
13th day of October, 2020.

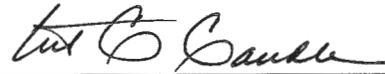


NOTARY PUBLIC (S.C.)
My Commission Expires 10-17-2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

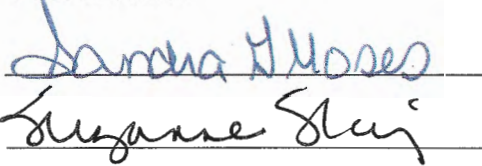
PROXY

I hereby leave my voting proxy for The Approval Of The Expenditure Of Up To \$48,000.00 From Council District 7 Infrastructure And Utility Funding Allocations (\$24,000.00 From Each) To Pay Elmer DeLara For Clearing Ditches (Clearing Blockages And Cutting All Vegetation) On N. Carnaby Circle, Sam Harrell Road And N. Norwood Lane, And Sam Harrell Road Heading Back To N. Irby Street, at the regular meeting of County Council on October 15, 2020, with County Councilman Waymon Mumford. This proxy is for a "yes" vote on the question of Approval of the Expenditure.



Kent C. Caudle
Member, Florence County Council

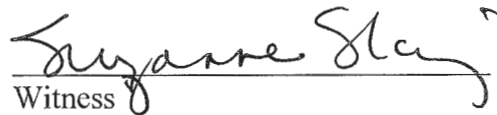
WITNESSES:



STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

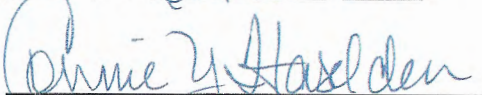
PROBATE

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


Witness

SWORN to before me this

13th day of October, 2020



NOTARY PUBLIC (S.C.)

My Commission Expires 10-17-2028

FLORENCE COUNTY COUNCIL

November 19, 2020

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. 06-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Lightning Bolt” (The “Company”) On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto.

B. ORDINANCE NO. 11-2020/21

An Ordinance Authorizing The Execution And Delivery Of A First Amendment To Fee-In-Lieu-Of-Tax Agreement By And Between Ruiz Food Products, Inc., RG4 Holding Co., LLC (Collectively The “Company”) and Florence County, South Carolina (The “County”); And Other Matters Relating Thereto.

C. ORDINANCE NO. 12-2020/21

An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Santee Electric Cooperative, Inc. As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Williamsburg Counties; And Other Related Matters.

In an effort to minimize the potential spread of the Coronavirus COVID-19 and to protect County employees as well as the citizenry, Florence County buildings are currently closed to the public. Members of the public are invited to submit written comments with regard to the Ordinances for public hearings. Citizens wishing to comment may do so in writing to the Clerk to Council at chaselden@florenceco.org, fax to 843.665.3042, or mail to 180 N. Irby St., MSC-G, Florence, SC 29501 beginning November 3, 2020. Written comments submitted via email or fax will be accepted until 9:00 a.m. on November 19, 2020. Mailed comments must be received in the Clerk’s office by 5:00 p.m. on November 18, 2020. All written comments received by the Clerk prior to the meeting will be provided to Council for consideration. All written comments must reference the item being addressed and will be incorporated into the minutes of the meeting for permanent record.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Appearances Before Council
 2020 Christmas Card Contest Winner

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Will Announce And Recognize The Winner Of The 2020 Annual Christmas Card Contest.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Resolution of Recognition
Olanta Hwy. Rescue

DEPARTMENT: County Council
Councilman Jason M. Springs

ISSUE UNDER CONSIDERATION:

A Resolution Of Recognition For Robert Fulmore, Darrick and Bree Porter, Michael Alexander, Louis Grooms and Lyle Hancock, In Honor Of The Commendable Humanitarian And Heroic Acts They Performed On October 11, 2020.

OPTIONS:

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

ATTACHMENTS:

A copy of the proposed Resolution.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

**RESOLUTION OF APPRECIATION
AND RECOGNITION**

WHEREAS, Florence County Council deems it appropriate to publicly recognize those exceptional individuals who willingly risk their lives to save another; and

WHEREAS, on Sunday, October 11, 2020, Shyheim Platt and Nautril McElveen were involved in an accident that resulted in the vehicle they were traveling in submerged in a pond; and

WHEREAS, Robert Fulmore, Darrick and Bree Porter, Michael Alexander, Louis Grooms and Lyle Hancock each came upon the scene of a vehicular accident on Olanta Highway and discovered two individuals unable to swim and struggling to get out of the pond; and

WHEREAS, Mr. Fulmore, Mr. and Mrs. Porter, Mr. Alexander, Mr. Grooms and Mr. Hancock all displayed the true characteristics of the ultimate ‘neighbor’ by risking their lives to save the life of another by entering the water and forming a human chain to rescue the two individuals from the pond; and

WHEREAS, these individuals selflessly and without regard to their own personal safety made a split-second decision of a life and death nature to perform a purposeful, distinctive and successful lifesaving act for another human being.

WHEREAS, these individuals have now formed a bond amongst them that will last in perpetuity.

NOW, THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that **Robert Fulmore, Darrick and Bree Porter, Michael Alexander, Louis Grooms and Lyle Hancock**, be presented this Resolution of Appreciation and Recognition in honor of the commendable humanitarian and heroic acts performed on October 11, 2020.

Congratulations on a job well done!

DONE in meeting duly assembled this 19th day of November, 2020.

THE FLORENCE COUNTY COUNCIL:

Willard Dorriety, Jr., Chairman

Jason M. Springs, District 1

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Resolution No. 07-2020/21

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(A Resolution To Declare The Results Of A Referendum Held In Florence County, South Carolina On November 3, 2020.)

OPTIONS:

1. *(Recommended)* Approve Resolution No. 07-2020/21 as presented.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution No. 07-2020/21.

Sponsor(s) : County Council
Adopted: : November 19, 2020
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 07-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**TO DECLARE THE RESULTS OF A REFERENDUM HELD IN
FLORENCE COUNTY, SOUTH CAROLINA ON NOVEMBER 3, 2020**

WHEREAS, there has been received by Florence County Council (the “Council”), the governing body of Florence County, South Carolina (the “County”), certification of the Florence County Voter Registration and Elections Commission certifying that a referendum held in the County on November 3, 2020 (the “Referendum”) did result as described below;

NOW, THEREFORE, BE IT RESOLVED BY FLORENCE COUNTY COUNCIL, THE GOVERNING BODY OF FLORENCE COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-10-330(F), Code of Laws of South Carolina, 1976, as amended, that the Referendum, at which was submitted to the qualified electors of the County the following question, resulted as follows:

“Must a special one percent sales and use tax be imposed in Florence County for not more than seven years to raise the amounts specified for the following purposes:

The cost of acquiring (including, in certain instances, the acquisition of real property), constructing, furnishing, and equipping all or a portion of the cost of the following projects:

<u>Project Description</u>	<u>Cost</u>
I. Public Safety and Fire	
<u>County Sheriff</u>	
Improvements to Training Facilities and Law Enforcement Center	\$2,000,000.00

EMS

New EMS Station in Johnsonville area	2,665,128.00
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South Lynches Fire District

1 Upgrades to South Lynches FD Station 2-Coward	350,000.00
2 Upgrades to South Lynches FD Station 6-Scranton	350,000.00
3 Upgrades to South Lynches FD Station 7-New Hope	650,000.00
4 Upgrades to South Lynches FD Station 6-Scranton	650,000.00
	<hr/>
	2,000,000.00

Unified County Fire District

1 Upgrades to Howe Springs Fire Department Stations 1,2, & 6	1,960,000.00
Upgrades to West Florence Fire Stations 1 & 2	1,200,000.00
New Station- Hannah Salem Friendfield Fire Department	2,500,000.00
Upgrades to Station 1- Johnsonville Fire Department	370,000.00
Additions to Station 1- Sardis Timmons ville Fire Department	525,000.00
New Station- Olanta Fire Department	1,050,000.00
Upgrades to Station 1 - Windy Hill Fire Department	85,000.00
	<hr/>
	7,690,000.00
2 Upgrades to Station 2 & 6- Howe Springs Fire Department	760,000.00
Upgrades to all stations- West Florence Fire Department	492,000.00
Upgrades to Station 1, 4, & 6 - Hannah Salem Friendfield	1,090,000.00
Upgrades to Johnsonville Fire Department	1,100,000.00
Upgrades to Station 2 & 3- Sardis Timmons ville Fire Department	1,200,000.00
Upgrades to Station 4- Windy Hill Fire Department	85,000.00
	<hr/>
	4,727,000.00
3 Upgrades to Station 1- Howe Springs Fire Department	500,000.00
Upgrades to Station 2- West Florence Fire Department	100,000.00
Upgrades to Station 3- Hannah Salem Friendfield Fire	250,000.00
Upgrades to Station 2 - Johnsonville Fire Department	250,000.00
Upgrades to all stations	65,000.00
Upgrades to Station 1- Olanta Fire	235,000.00
Upgrades to Station 2- Windy Hill Fire	183,000.00
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	1,583,000.00

Total Unified County Fire District	14,000,000.00
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Emergency Management

1 Radio Upgrades and Improvements to all Emergency Management Facilities	1,000,000.00
2 New communication tower in Johnsonville area	1,000,000.00
	<hr/>
	2,000,000.00

Coroner

New County Morgue and Coroner's office 800,000.00

TOTAL FIRE AND PUBLIC SAFETY 23,465,128.00

II. Municipal Improvements

City of Florence

1 Intersection Improvements 4,100,000.00

Darlington Street and Lucas Street, Evans Street and Cashua Drive, Edisto Drive and Cherokee Road, Vista Street and Oakland Avenue

2 Road Resurfacing 35,900,000.00

Boyd Street, Elmore Street, Mortimer Street, W. Dixie Street, W. Power Street, Stackley Street, Harmony Street, Patterson Street, Green Street, Power Street Booker Street, Cameron Lane, N. Dargan Street, Rebecca Street, Walden Street, Williams Boulevard, Cheryl Court, Earl Court, Lester Avenue, Tallulah Street, Harrell Street, Country Creek Drive, Muldrow's Lane, Branford Road, E. Thorncliff Road, Shadow Birch Road, Southbrook Circle, Glenmore Way, Kentwood Drive, Nellie Street, Richmond Hills Drive, Twin Bridge Drive, Woodmore Circle, Fillmore Court, Lofty Way, Luigi Way, Mater Lane, Steeple View Drive, Hardin Street, Chandler Circle, Clareview Drive, Highlander Court, Kingston Drive, Parkwood Drive, Platt Street, Rainier Street, Annelle Drive, Beauvoir Drive, Bellaire Drive, Cabrillo Drive, Glenn's Park Road, Glenn's Way Court, Peachtree Street, Carriage Lane, E. Leoline Street, Hallie Drive, Hannah Drive, Hunter Street, Julie Ann Drive, Meridian Street, Pine Forest Drive, Carrigan Court, Fernbank Lane, Grande Lawn Lane, Maggie Way, Olde Mill Road, Rock Creek Drive, Widgeon Drive, Mountain Laurel Court, Hamlin Street, McFarland Street, N. Guerry Street, S. Griffin Street, Walnut Street, Woodward Street, Hickory Street, McLeod Street, Park Place, Railroad Avenue, Blass Drive, Sanborn Street, E. Elm Street, Freedom Boulevard, King Avenue, Orange Circle, Gregg Avenue, Aaron Circle, Byrd Lane, Coker Street, Senior Way, Tradd Court, W. Cheves Street, Jebaily Circle, Kent Circle, Sheffield Drive, Marion Avenue, Regency Court, Alice Drive, Clarendon Avenue, WNB Baroody Street, Amberleigh Court, Creamoor Lane, Elderberry Drive, Inverness Drive, Lazar Place, Loquat Drive, Queensferry Road, Silverton Street, Sumac Drive, Viburnum Drive, Wellesly Court, S. Patton Drive, Butterfly Lake Drive, Andrew Court, Camelot Court, Chaucer Drive, Cloisters Drive, Damon Drive, Eleanor Drive, Friars Gate Court, Hayden Court, Honey Hill Drive, Karen Court, Michelle Court, Middleberg Way, Page Court, Providence Court, Ralston, Sidney Avenue, St. Christopher Court, Walden's Pond, Alvington Court, Berkeley Avenue, Brigadoone Lane, Canterbury Road, Cedar Lawn Court, Citadel Street, Ellington Cove, Highgate Street, Pinckney Avenue, Place De Jullian, Poinsett Drive, Rutledge Avenue, Stratford Circle, Windsor Road, Ansley Street, Beckett Drive, Bishop's Gate, Chancery Court, Dix Lane, Greensward Drive, Ivanhoe Drive, Jacobean Court, Lancelot Drive, Saint George Road, Tudor Lane, Wimbledon Avenue, Dozier Boulevard, Whitestone Drive, Bentgrass Court, Brittany Drive, Celebration Boulevard, Commerce Lane, Cross Vine Drive, Drakeshore Drive, Duck Hunter Pointe, Flint Lock Cove, Gadwall

Pointe, Garden Gate Way, Harvard Way, Jefferson Drive, Kristens Channel,
Paving Stone Court, Petal Path, Pintail Pointe, Prince Alston Cove, Rice Hope
Cove, Rutledge Manor Drive, Waterfowl Way, West Gate Pointe, S. Dargan
Street, Trade Court, Crown Circle

40,000,000.00

City of Lake City

1	Wastewater treatment plant upgrade	2,944,000.00
2	Recreation Facilities Upgrades	3,500,000.00
3	Lake City Fire Department renovations/upgrades	456,000.00
		<hr/> 6,900,000.00

City of Johnsonville

Improvements to sports and recreation facilities of the City including without limitation development of a municipal golf course	3,900,000.00
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Town of Timmons ville

Resurface Main St, N. Warren St, Market St., Hill St., N. Pinckney St., E. New St., Fifth St., Keith St., Vanda St., E. Clifford St., Bowman Circle, Harkless Ct., and Cooper Lane	3,900,000.00
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Town of Pamplico

Installation of water lines, well and tank along Big Swamp and surrounding roads	3,900,000.00
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Town of Scranton

1	Improvements to Scranton Water system to include extension of water mains, upgrades to well sites and water tank, repair of hydrants, and replacement of water meters	2,385,000.00
2	Renovation of Town Hall	115,000.00
		<hr/> 2,500,000.00

Town of Coward

1	Town Hall & Maintenance Facility Improvements	672,000.00
2	Old Creek Rd, Trifalia Rd, Nealy Matthews Road water lines	315,000.00
3	Coward Ball Fields Improvements	180,000.00
4	Improvements to New Hope Well	86,000.00
5	Improvements to Manned Convenience Center	47,000.00
		<hr/> 1,300,000.00

Town of Olanta

1	Water line extension to Butler Scurry Rd. and Central Rd tie into Barrineau water system	406,000.00
2	Water line extension to Scurry Rd, Myers Rd. down Hwy. 341 to Fire Dept.,	1,590,000.00

Jordan Chapel Rd to Hwy 301 back to Olanta, and Carmen Shortcut Rd to Hwy 403 and other roads	
3 Improvements to Hwy 341 well and treatment plant	40,000.00
4 New Community Center	464,000.00
	<hr/> 2,500,000.00

Town of Quinby

1 Refurbishment and continued development of Quinby Community and Recreation areas	925,000.00
2 Continued development of Town Hall and Public Safety Facilities	75,000.00
3 Recreation improvements to include purchase and development of property adjacent to Black Creek	500,000.00
	<hr/> 1,500,000.00

TOTAL MUNICIPAL PROJECTS 66,400,000.00

III. General County Projects

Public Services

1 Renovations to Florence County Public Services Building	575,000.00
2 Upgrades to Lower Florence County Public Services Building	500,000.00
3 New Manned Convenience Center in Johnsonville Area	1,000,000.00
4 Renovations to County Complex	1,000,000.00
	<hr/> 3,075,000.00

County Voter Registration and Elections Commission

1 Additional voting system improvements for absentee and early voting centers	90,000.00
2 Parking lot improvements at Voters Registration Building	60,000.00
	<hr/> 150,000.00

Recreation

1 Expansion/improvements to Lake City Senior Center	600,000.00
2 Paving of parking lots at Johnsonville Athletic Complex	565,000.00
3 Resurfacing of Playground, Track, and Basketball Courts and Drainage Improvements at Spaulding Heights Park	400,000.00
4 Reclaiming and paving of roads and parking lots at Lynches River County Park	900,000.00
5 Paving of parking lot at Coward Athletic Park	240,000.00
6 Renovations to Francis Marion Athletic Park	200,000.00
	<hr/> 2,905,000.00

General County Infrastructure

1 Drainage Improvements to Tara Village Neighborhood	150,000.00
2 Hwy 76 Corridor Improvements (FMU to City of Florence)	1,580,000.00
3 Improvements to Dewitt Bluff Landing Great Pee Dee River	167,000.00
4 Lucas Street Drainage improvements	1,103,000.00
	<hr/>

3,000,000.00

Economic Development

Infrastructure improvements at qualifying industrial sites throughout the County 4,000,000.00

TOTAL GENERAL COUNTY PROJECTS 13,130,000.00

**IV. Road, Infrastructure and Other Improvements by County Council District
(With regard to road improvements, to include paving, repaving, widening, routing,
rerouting, drainage, sidewalks, and all other related improvements; and other
improvements as stated)**

Council District 1

Garland Street, Lake City Park improvements, Chandler Mill Road, Beaumont Road, McElveen Cut Avenue, Red Wing Lane, W. Oshay Road, Maxie Thomas Road, Dublin Rd., Wilson Road, S. Locklair Road, Margie Lane, Garriss Road, Miles Road, Wallace Road, Red Road, Joy Drive, Gracelyn Circle, Dory Road, Candice Road, Calvin Street, Clover Hill Road, and Donald Road 4,300,000.00

Council District 2

Gulledge Road, Wise Lane, Dry Creek Road, Cedarbrook Drive, Pecan Haven Road, New Landing Road, Blackwell Mill Road, Mill Branch Road, Willow Pond Road, Shelly Road, Barnhill Road, Carlie Lane, Yarborough Road to Borkowitz Road, Trinidad Ard Road, Grahamville Road, Glen's Bluff Road, Wicklow Road, Fawn Lane, Evans Farm Road, Waycross Road, Eaddy Landing Road, Railroad Avenue, Wagon Wheel Road, Nelson Lane, Langley Lane, Batie Lane, Kent Road, Four Post Road, Little Farm Road, Rena Atkinson Road, Beckworth Road, Bush Road, Charlton Place, Picadilly Road, Deer Lane, Shirley Road, Circle Drive, Ard Lane, Dwellings Drive, Wilshire Road, Salem Road, Cooper Circle, Pecan Grove Road, Sandstone Road, and Bazen Road, Sand Pit Road, Sandy Lane, Jeffords Lane, East Williams Road, Bartell Landing Road, Railroad Avenue, and Forestville Drive 4,300,000.00

Council District 3

West Sumter Street, Alderman Street, Mullins Street, West Booker Street, West Johnson Street, Preston Street, Clement Street, Simmons Street, Flynn Street, Stonehedge Lane, Green Street, Dickman Street, Merioneth Road, Harborough Court, Edenderry Way, Sumerset Place, Chippenham Lane, Chatham Place, Bayberry Circle, Windover Road, Beechwood Road, Arbor Drive, North Landsdowne Drive, Hawthorne Drive, West Andover Road, North Grove Park Drive, Graham Street, Guerry Street, Pettigrew Street, Sunset Street, Holloway Lane, Kuker Street, Sally Hill Farms Blvd, West Leggs Circle, Bunch Street, W. Brookgreen Drive, W. Whittier Circle, New Hope Drive, N. Tobin Drive, White Avenue, McNeill Drive, N. Adair Drive, and Gibbs Avenue 4,300,000.00

Council District 4

Old Middle Road, Construction of Timmonsville Park, DeGroat Road, Heyward Road, Land Grant Road, Cusaac Road, Mitch Lane, N. Hill Street, Clyde McGee Road, Stonewall Road, W. Robinson Court, Minus Lane, Deer Road water extension, Bob White Lane 4,300,000.00

Council District 5

E. Eagerton Road, Hemlock Road, Rainbow Road, Baldwin Road, Mary Road, Wylie Road, Java Road, Park Road, Wheeler Road, Johnnie Lee Road, Truman Road, Kerris Lane, Smallwood Road, and Karisma Road 4,300,000.00

Council District 6

Wickerwood Road, Secretariat Dr., Winning Colors Dr., Whirlaway Dr., Thoroughbred Street, Kentucky Drive, Triple Crown Drive, Derby Cove Road, Swamp Fox Road, Kate's Garden Lane, Jamestown Rd., Rankin Plantation Rd., Malissa Mae Road, Timberwood Road, Taylor Hill Circle, E. Springbranch Rd., Cart Rd, Ben Ingram Road, Jamestown Cemetery, Al's Lane, Sandwood Rd., Hunt Road, Corrie Farm Road, Union Grove Road, Chisolm Trail, River Neck Road, Silver Fox Road 4,300,000.00

Council District 7

Lazy Lane, Regent Street, Chancery Lane, Drury Lane, York Drive, N Norwood Lane, Heard Street, Sam Harrell drainage, North Ives Street, Ranch Road, Tumbleweed Drive, Fiesta Lane, Marlow Avenue, Third Street, S. Fairview Street, Robeson Avenue, Peachtree Street, Beauvior Drive, Pine Forest Drive, Clareview Drive, Cedar Falls Lane, Apple Valley Lane, Boardwalk, Park Place, Pendleton Ct., Sweet Water Road/Victory Lane, Stockbridge Lane, Buckeye Drive, Woodlawn Court, Lamb Road, Dorado Drive, Rico Drive, Suena Drive, Tierra Drive, Charlotte Street, Ballard Street, McFarland Street, Oak Street, Walnut St, Clyde Street, E.Evans Street, Jarrott Street, Day Street, Divine Street and Oakland Ave 4,300,000.00

Council District 8

Third Loop Drainage, Whitman Avenue, Fernleaf Lane, Thomas Road, Woodland Drive, Garland Drive, S. Calhoun Drive, Heatherwood Circle, Lawton Dr., West Adams Avenue, S. Brandon Drive, W. Milton Street, Briggs Street, Scriven Drive, Indian Drive, Claremont Avenue, Avondale Drive, Eaton Circle, Lee Lane, Calvin Circle, Effies Lane, Poinsett Drive, Pinckney Avenue, Berkely Avenue, Rutledge Avenue, Waldron Street, Regency Court, S. Bishop Drive, Vespers Court, Chancery Court, and Eleanor Drive 4,300,000.00

Council District 9

Whitehall Subdivision Drainage, Brittany Drive, Carlton Road, Danny Road, 4,300,000.00

S. Floyd Circle, S. Hanover Drive, Hobart Drive, Ivy Lane, W. Janice Terrace, Kintyre Road, Manor Way Drive, S. Sunset Acres Lane, West Chester Drive, Thunderbird Lane, Manigault Court, Chalmers Row, Master Circle, Pebble Road, W. Lake Drive, Troon Drive, Lake Oakdale, W. Forest Lake Dr, Bryson Drive, Jefferson Drive, W. Spencer Lane, W. Emery Lane, Coventry Lane, Mears Drive, Shorebird Lane, Constitution Drive, Heritage Lane, Alberti Drive, Author Drive, Founder Drive, Liberty Drive, Shadwell Drive, Left Bank Road, Mockingbird Court, South Swann Circle, South Lady Street, South Sandy Lane, Lee Lane, Hillcrest Drive, Hillcrest Terrace, Jefferson Drive, Lakeshore Drive, and W. Forest Lake Drive

**TOTAL ROAD, INFRASTRUCTURE AND OTHER IMPROVEMENTS BY
COUNTY COUNCIL DISTRICT**

38,700,000.00

TOTAL CPST PROJECTS

\$141,695,128

And must Florence County Council be authorized to issue not exceeding \$120,000,000 principal amount of general obligation bonds of Florence County, provided that the proceeds of such bonds shall be applied to defray the costs of the foregoing purposes, plus issuance costs, and provided further that in the event the sales and use tax to be imposed as stated herein is inadequate for the payment of such bonds, such bonds shall be payable from an ad valorem tax imposed on all taxable property in Florence County?"

The Referendum resulted favorably to the question submitted therein, there being 33,263 votes cast in favor of the question and 13,944 votes being cast opposed to the question.

Section 2.

Copies of this Resolution, duly certified by the Clerk to Council, shall be forthwith filed in the Office of the Clerk of Court of Common Pleas and General Sessions for Florence County, South Carolina.

[Remainder of page intentionally left blank]

Adopted and approved November 19, 2020.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of a Resolution adopted by the Florence County Council (the "Council"), the governing body of Florence County, South Carolina, at a meeting duly called and held on November 19, 2020, at which meeting a majority of the members of the Council were present, and voted in favor of the adoption thereof, and such Resolution was duly adopted.

That as required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, written public notice of the regular meetings of the Council (showing the date, time and place of the meetings) is prominently posted in the administrative office of the Council, and was provided to the local news media at the beginning of calendar year 2020. The agenda for the meeting of November 19, 2020, was prominently posted in the administrative office of the Council at least twenty-four hours prior to the commencement of said meeting;

That the original of said Resolution is duly entered in the permanent records of the Council, in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the Council this _____ day of November, 2020.

Clerk to County Council
Florence County, South Carolina

(SEAL)

STATE OF SOUTH CAROLINA)	CERTIFICATE OF CLERK OF COURT
)	AS TO FILING OF RESOLUTION
COUNTY OF FLORENCE)	DECLARING RESULTS OF A REFERENDUM

I, the undersigned Clerk of Court for Florence County, South Carolina, do hereby certify that on November ____, 2020, I received and filed in the office of Clerk of Court for Florence County a certified copy of a Resolution adopted by the County Council of Florence County, South Carolina, on November 19, 2020, entitled: "A Resolution to Declare the Results of a Referendum Held in Florence County, South Carolina on November 3, 2020."

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal this ____ day of November, 2020.

Clerk of Court, Florence County,
South Carolina

(SEAL)

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 19, 2020

AGENDA ITEM: Resolution No. 08-2020/21

DEPARTMENT: Planning Department

ISSUE UNDER CONSIDERATION:

[A Resolution Requesting Florence County To Update And Renew Contracts To Administer Certain Planning And Building Code Enforcement Services For The City Of Johnsonville; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

1. The City of Johnsonville desires that Florence County continue to be authorized to provide various Planning and Building Code Enforcement services to remain compliant with Federal Emergency Management Agency (FEMA) and National Flood Insurance Program (NFIP) requirements.
2. Florence County shall continue to be the entity to administer certain Planning and Building Code Enforcement services for the City of Johnsonville.
3. Provided services shall cover Florence County Ordinance Codes Chapter 7, Building Regulations; Chapter 9.5, Drainage and Stormwater Management; Chapter 25, Planning; Chapter 28.6, Land Development and Subdivision; Chapter 30, Zoning; and other related county ordinances applied for these purposes.

OPTIONS:

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

ATTACHMENTS:

1. Resolution No. 08-2020/21
2. Agreement

Sponsor(s) Department : Planning Department
Planning Commission Consideration : N/A
Planning Commission Public Hearing : N/A
Planning Commission Action : N/A
Adopted : November 19, 2020

RESOLUTION NO. 08-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[A Resolution Requesting Florence County To Update And Renew Contracts To Administer Certain Planning And Building Code Enforcement Services For The City Of Johnsonville; And Other Matters Related Thereto.]

WHEREAS:

1. The City of Johnsonville desires that Florence County continue to be authorized to provide various Planning and Building Code Enforcement services to remain compliant with Federal Emergency Management Agency (FEMA) and National Flood Insurance Program (NFIP) requirements; and
2. Florence County shall continue to be the entity to administer certain Planning and Building Code Enforcement services for the City of Johnsonville; and
3. Provided services shall cover Florence County Ordinance Codes Chapter 7, Building Regulations; Chapter 9.5, Drainage and Stormwater Management; Chapter 25, Planning; Chapter 28.6, Land Development and Subdivision; Chapter 30, Zoning; and other related county ordinances applied for these purposes.

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

1. The Florence County Administrator shall have authority to enter in and execute contracts with the City of Johnsonville for Planning and Building Services; and
2. This resolution authorizes execution of an agreement by and between the City of Johnsonville and Florence County to provide for the administration of certain Planning and Building Code Enforcement Services to the City of Johnsonville; more specifically, the following services: [zoning/rezoning, planning, building permits and inspections, land development regulations, special flood hazard management, Construction Board of Adjustment and Appeals, Zoning Board of Appeals, and Planning Commission functions].

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

[illegible]

AMENDMENT AND EXTENSION AGREEMENT

THIS AMENDMENT AND EXTENSION AGREEMENT (hereinafter “Agreement”) is entered into this _____ day of _____, 2020, by and between the City of Johnsonville, a municipality in the State of South Carolina (“City”) and the County of Florence, a county in the State of South Carolina (“County”). This Agreement sets forth the continued intent and working arrangement between the City and County regarding the granting of certain powers to the County by the City for all incorporated areas as well as amendments relating thereto. This Agreement is binding on the County as well as the City and their successor and assigns and is permitted under Title 5, Chapter 25 and Title 6, Chapters 9 and 29 of the South Carolina Code of Laws of the State of South Carolina.

WITNESSETH

WHEREAS, the South Carolina Code of Laws at Title 5, Chapter 25 vests unto municipalities the power to enact planning, zoning, subdivision, and building regulations; and,

WHEREAS, the South Carolina Code of Laws at Title 6, Chapters 9 and 29 vests unto counties analogous powers to enact planning, zoning, subdivision, and building regulations; and,

WHEREAS, with these powers, the City and County entered into that certain agreement entitled “Agreement Regarding the Establishment of a County Department to Provide Planning, Zoning and Building Inspection Services County-Wide Including Municipal Limits” dated and executed March 17, 1997 such having been duly executed by the requisite persons (hereinafter referred to as “1997 Agreement”); and,

WHEREAS, the City and County updated and renewed the 1997 Agreement on December 2, 2014 through execution of an agreement styled “Agreement” on said date such having been duly executed by the requisite persons (hereinafter referred to as “2014 Extension Agreement”); and,

WHEREAS, in pertinent part, the 2014 Extension Agreement extends the following terms and obligations as set in the 1997 Agreement:

The City and County agree that the County shall continue full responsibility for all zoning, subdivision, and building code administration. The following is a list of services to be provided for zoning, subdivision, and building code administration:

- All comprehensive plan and map services
- All zoning and map services
- National Flood Insurance Program (NFIP)
- All building permitting and inspections services (land development

- and subdivision regulations)
- e. All codes enforcement services
- f. Other related ordinances, now and in the future, and codes authorized and as may be amended by Florence County Council from time to time

WHEREAS, circumstances having changed and demands upon the County and City having increased, respectfully, the City and County wish to amend and extend the 2014 Extension Agreement; and,

WHEREAS, the arrangement between the County and the City expires December 2020;

WHEREAS, the City finds it is the interests of its citizenry to enter into this Agreement to which the County agrees.

NOW THEREFORE, in consideration of the terms and covenants set forth herein, the sufficiency of which is acknowledged, the City and the County do hereby agree as follows:

1. The County shall continue full responsibility for:
 - a. All Comprehensive Plan and Map services
 - b. All Land Development, Zoning and Map services (land development and subdivision regulations)
 - c. National Flood Insurance Program (NFIP)
 - d. All Building Code Administration services (building permitting and inspections)
 - e. Other related ordinances, now and in the future, and codes authorized and as may be amended by Florence County Council from time to time which pertains to items 1. a., b., c., and d.

The City shall administer and take all right and control over all nuisance and property maintenance related codes enforcement services within the City.

2. The City and County agree that the County will maintain full financial responsibility and control for all items listed a-e in Section 1 above.

3. All other terms of the 1997 Agreement as well as the 2014 Extension Agreement shall remain in full force and effect but for an extension of the term thereof for a five-year period of time.

4. No amendment of this Agreement shall be effective unless the same shall be in writing and signed by all parties.

5. This Agreement shall be binding upon all parties, their respective heirs, successors and assigns.

6. Each Party is duly authorized and competent to execute this Agreement.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. This Agreement contains the entire agreement between the Parties and the terms of this Agreement are contractual and not a mere recital. The Parties state that they have carefully read the foregoing Agreement and know the contents thereof, and that they have signed the same as their own free act.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

WITNESS:

Florence County, South Carolina

By: Rusty Smith
Its: County Administrator

WITNESS:

CITY OF JOHNSONVILLE

By: James "Jim" Smith
Its: City Administrator

By: Mayor Johnny Hanna
Its: Mayor

ATTEST:

By: Marlene Rollins
Its: City Clerk & Treasurer

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Ordinance No. 11-2019/20 – Third Reading Deferral

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between A Company Or Companies Known For The Time Being As Project Star (The “Company”), Darlington County And Florence County, South Carolina (The “County”), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Darlington County, Providing For Payment By The Company Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes, The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement; And Other Matters Relating Thereto.]

OPTIONS:

1. Defer Third Reading of Ordinance No. 11-2019/20.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Ordinance No. 11-2019/20

Sponsor(s) : Economic Development
Introduction : October 17, 2019
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Second Reading : November 21, 2019
Public Hearing : December 12, 2019
Third Reading :
Effective Date :

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

ORDINANCE NO. 11-2019/20

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between A Company Or Companies Known For The Time Being As Project Star (The “Company”), Darlington County And Florence County, South Carolina (The “County”), Whereby The County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Darlington County, Providing For Payment By The Company Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes, The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement; And Other Matters Relating Thereto.

WHEREAS:

1. Florence County, South Carolina (the “County”) desires to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as Project Star (the “Company”) and Darlington County, as the Company has expressed its intent to the County to make a capital investment in the County and Darlington County; and
2. As a result of the Company’s desire to undergo such investment, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and among the County, Darlington County and the Company dated as of [____], 2019, in order to encompass the terms of such investment; and
3. The County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the FILOT Act, including where a project is located in multiple counties within the State of South Carolina; and
4. The Company proposes to develop certain business operations on contiguous tracts in the County and Darlington County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the “Negotiated FILOT Project”) which the Company estimates will consist of a capital investment of approximately Six Million, Seven Hundred Thousand Dollars (\$6,700,000.00); and

5. The Negotiated FILOT Project is or will be located on contiguous tracts of land in the County and Darlington County, and will be subject to fee-in-lieu of tax arrangements as described herein; and
6. The County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the “Incentives”); and
7. It is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act for the Incentives.

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

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

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

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

- (a) the Negotiated FILOT Project will constitute a “project” as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will serve the purposes of the FILOT Act;
- (c) the Company anticipates capital investment in the Project of approximately Six Million, Seven Hundred Thousand Dollars (\$6,700,000.00) within five (5) years from the end of the property tax year in which the Company, the County and Darlington County execute the FILOT Agreement (as defined herein);
- (d) the Negotiated FILOT Project will be located on contiguous tracts of land within the County and Darlington County, and the FILOT Act provides that a single project may be located within multiple counties in the State of South Carolina;

- (e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company and Darlington County which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a six percent (6%) assessment ratio and a millage of rate of [____] mills, all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and among the County, Darlington County and the Company (the “FILOT Agreement”).

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

Section 5. Miscellaneous.

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

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council.

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

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

Section 6. Allocation of FILOT Revenues. Pursuant to the terms of the FILOT Agreement, the County hereby provides that for thirty (30) years, commencing the first year in which property that is a part of the project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes revenue generated by the property and payable to the County in accordance with the terms of the FILOT Agreement, will be distributed as set forth in greater detail in the FILOT Agreement.

ATTEST:

FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chair

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Ordinance No. 12-2019/20 – Third Reading Deferral

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

[An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Florence County And Darlington 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 Darlington 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. Defer Third Reading of Ordinance No. 12-2019/20.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Ordinance No. 12-2019/20

Sponsor(s) : Economic Development
 Introduction : October 17, 2019
 Committee Referral :
 Committee Consideration Date :
 Committee Recommendation :
 Second Reading : November 21, 2019
 Public Hearing : December 12, 2019
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 12-2019/20

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Florence County And Darlington 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 Darlington 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.

WHEREAS:

1. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Multi-County Park Act”), Florence County, South Carolina (“Florence County”) and Darlington County, South Carolina (“Darlington County” and collectively with Florence County, the “Partner Counties”), are authorized to jointly develop an industrial or business park within the geographical boundaries of one or more member counties; and
2. In order to promote economic development and thus encourage investment and provide additional employment opportunities, the Partner Counties, as authorized under the Multi-County Park Act, now propose to establish jointly a multi-county industrial/business park with respect to certain property located in one or both of the Partner Counties (the “Florence/Darlington Multi-County Park”); and
3. The Partner Counties have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for the Establishment of a Multi-County Industrial/Business Park proposed to be entered into by and between the Partner Counties as of such date as may be agreed to by the Partner Counties (the “MCIP Agreement”), a form of which MCIP Agreement has been presented to the Florence County Council (the “County Council”); and
4. It appears to the Council that the MCIP Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by Florence County for the purposes intended; and

5. It is in the public interest, for the public benefit and in furtherance of the public purposes of the Multi-County Park Act that the Council provide approval for the establishment of the Florence/Darlington Multi-County Park and the execution and delivery of the MCIP Agreement.

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

Section 1. Establishment of Florence/Darlington Multi-County Park; Approval of MCIP Agreement.

(a) There is hereby authorized to be established, in conjunction with Darlington County, a multi-county industrial/business park to be known as the Florence/Darlington Multi-County Park and to include therein certain property as agreed from time to time by the Partner Counties. The form, provisions, terms, and conditions of the MCIP Agreement before the meeting at which this Ordinance received third reading and filed with the Clerk to County Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the MCIP Agreement were set out in this Ordinance in its entirety. The Chair of County Council is hereby authorized, directed, and empowered to execute the MCIP Agreement in the name and on behalf of Florence County; the Clerk to County Council is hereby authorized, directed, and empowered to attest the same; and the Chair of County Council is further authorized, directed, and empowered to deliver the MCIP Agreement to Darlington County.

(b) The MCIP Agreement is to be in substantially the form before the meeting at which this Ordinance received third reading and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of Florence County thereunder and as shall be approved by the officials of Florence 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 MCIP Agreement now before this meeting.

(c) The Chair of County Council and the Clerk to County Council, for and on behalf of Florence County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Florence/Darlington Multi-County Park and the performance of all obligations of Florence County under and pursuant to the MCIP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fee in Lieu of Tax.

(a) The businesses and industries located in the Florence/Darlington Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the MCIP Agreement. The fee paid in lieu of *ad valorem* taxes with respect to property in the Florence/Darlington Multi-County Park shall be allocated between the Partner Counties pursuant to the provisions of the MCIP Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory

judgment interest. The Partner Counties shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit either of the Partner Counties from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

(b) The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 3. Sharing of Expenses and Revenues. Sharing of expenses and revenues of the Florence/Darlington Multi-County Park between the Partner Counties shall be as set forth in the MCIP Agreement.

Section 4. Manner of Distribution to Taxing Entities. Revenues received and retained by Florence County pursuant to the MCIP 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 Florence/Darlington Multi-County Park; and

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

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

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

Section 5. Regulations and Jurisdiction. Any ordinances of Florence County concerning zoning, health and safety regulations, and building code requirements will apply for the portions of the Florence/Darlington Multi-County Park in Florence County.

Section 6. The Sheriff's Department of Florence County will have jurisdiction to make arrests and exercise all authority and power within the portions of the Florence/Darlington Multi-County Park in Florence County.

Section 7. Miscellaneous.

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

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) This Ordinance shall become effective immediately upon approval following third reading by County Council.

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

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

ATTEST:

FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chair

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Ordinance No. 06-2020/21 – Defer Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Lightning Bolt” (The “Company”) On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto.]

OPTIONS:

1. ***(Recommended)*** Defer Third Reading of Ordinance No. 06-2020/21.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Ordinance No. 06-2020/21

Sponsor(s)	: Economic Development	I, _____,
First Reading/Introduction	: July 16, 2020	Council Clerk, certify that this
Committee Referral	:	Ordinance was advertised for
Committee Consideration Date	:	Public Hearing on _____
Committee Recommendation	:	
Second Reading	: October 15, 2020	
Public Hearing	: November 19, 2020	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 06-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between A Company Identified As “Project Lightning Bolt” (The “Company”) On Its Own Or Together With One Or More Of Its Subsidiaries, Affiliates, Successors, Assigns, Sponsors, Lessors, And Others, And Florence County, South Carolina (The “County”) To Provide For The Payment Of Certain Fees In Lieu Of Taxes; Authorizing And Ratifying The Assignment Of Benefits Under Certain Existing Fee In Lieu Of Tax Arrangements To The Company; Authorizing Certain Amendments To The Assigned Fee In Lieu Of Tax Arrangements Including The Provision Of Additional Infrastructure Or Special Source Revenue Credits; And Other Matters Related Thereto.

WHEREAS:

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

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

3. A company identified under the code name, Project Lightning Bolt, a South Carolina corporation, likely along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, “**Company**”) and any Sponsor Affiliates (as defined under the Act and the Fee Agreement (defined below)) that the Company may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements or amendments to existing agreements, to the extent allowed by law, plans to expand both an existing recycling facility and an existing distribution facility in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and/or equipment (the “**Project**”), which will result in a total of approximately \$75,000,000 (consisting of \$50,000,000 at the recycling facility and \$25,000,000 at the distribution facility) in new investment and the creation and maintenance of 100 new full-time jobs (consisting of 20 jobs at the recycling facility and 80 jobs at the distribution facility) in the County; and

4. In 2019, the Company acquired an entity (“**Predecessor**”) that previously entered into two FILOT arrangements with the County, one in 2007 (“**2007 Fee Agreement**”) with respect to the distribution facility (“**2007 FILOT Arrangement**”) and another in 2011 (“**2011 Fee Agreement**”) with respect to the recycling facility (“**2011 FILOT Arrangement**”); and

5. Pursuant to the 2007 Fee Agreement, Predecessor committed to invest \$53,000,000 in the County; and

6. Pursuant to the 2011 Fee Agreement, Predecessor committed to invest \$150,000,000 and create 250 new, full-time jobs in the County; and

7. As of December 31, 2019, the Company’s facilities in the County have accounted for approximately \$344 million of capital investment and the creation of approximately 600 new, full-time jobs in the County, far surpassing the commitments made pursuant to the existing fee agreements; and

8. In light of the overperformance of the Company’s facilities, the Company has requested, and the County has agreed, to adopt an Inducement Resolution, which was adopted on July 16, 2020, and has determined, pursuant to the Act, to finalize with the Company a Fee-in-Lieu of Tax Agreement with respect to the distribution facility, referred to in further detail below; and

9. The Company has requested, and the County has agreed: to offer, with respect to the distribution facility, a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as **Exhibit A** (“**2020 Fee Agreement**”), with the principal terms as follows: fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree, and a fixed millage rate of 361.5 mills; and

10. The Company has requested, and the County has agreed: to ratify, authorize, and approve the assignment of the 2007 Fee Agreement governing the 2007 FILOT Arrangement from the Predecessor to the Company; and

11. The Company has requested, and the County has agreed: to ratify, authorize, and approve the assignment of the 2011 Fee Agreement governing the 2011 FILOT Arrangement from Predecessor to the Company; and

12. The Company has requested, and the County has agreed: to amend the 2007 FILOT Arrangement, applicable to the distribution facility, to extend the term from twenty years to thirty years, to address other matters related thereto, and enter into an amended & restated fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as **Exhibit B** (“***A&R 2007 Fee Agreement***”); and

13. The Company has requested, and the County has agreed: to amend the 2011 FILOT Arrangement, which is applicable to the recycling facility, and enter into an amended & restated fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as **Exhibit C** (“***A&R 2011 Fee Agreement***”); and

14. The Company has represented that the Project is competitive in that the Company is considering locations outside of the County where the Project could be located.

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

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

Section 2. Authorization to Execute and Deliver 2020 Fee Agreement. The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. *Authorization to Amend the 2007 Fee Agreement and the 2011 Fee Agreement and to Deliver the A&R 2007 Fee Agreement and the A&R 2011 Fee Agreement.* The County hereby approves and authorizes the Amendments as described above to both the 2007 Fee Agreement and the 2011 Fee Agreement. The form, terms, and provisions of both the A&R 2007 Fee Agreement and the A&R 2011 Fee Agreement presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the 2020 Fee Agreement, the A&R 2007 Fee Agreement, the A&R 2011 Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 5. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 6. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

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

ATTEST:

FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Clerk to County Council

Willard Dorriety, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 19, 2020

AGENDA ITEM: Ordinance No. 09-2020/21
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Jerrel and Zivia Washington On Whippoorwill Road, Effingham, SC, As Shown On Florence County Tax Map No. 00126, Block 01, Parcel 115; Consisting Of Approx. 0.708 Acres From R-1, Single-Family Residential District, to R-3, Single-Family Residential District; And Other Matters Related Thereto.] *(Planning Commission approved 8 to 0; Council District 5)*

POINTS TO CONSIDER:

1. This map amendment was requested by Jerrel and Zivia Washington, the property owners.
2. The subject property is currently zoned R-1, Single-Family Residential District and R-3, Single-Family Residential District is the desired zoning designation.
3. Surrounding land uses consist of Residential.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 09-2020/21
2. Staff report for PC#2020-08
3. Zoning Map
4. Aerial Map

Sponsor(s)	: Planning Commission	I _____,
Planning Commission Consideration	: August 25, 2020	Council Clerk, certify that
Planning Commission Public Hearing	: August 25, 2020	this Ordinance was
Planning Commission Action	: August 25, 2020[Approved 8-0]	advertised for Public
First Reading/Introduction	: September 17, 2020	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: October 15, 2020	
Third Reading	: November 19, 2020	
Effective Date	: Immediately	

ORDINANCE NO. 09-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Jerrel and Zivia Washington On Whippoorwill Road, Effingham, SC, As Shown On Florence County Tax Map No. 00126, Block 01, Parcel 115; Consisting Of Approx. 0.708 Acres From R-1, Single-Family Residential District, to R-3, Single-Family Residential District; And Other Matters Related Thereto.]

WHEREAS:

1. This map amendment was requested by Jerrel and Zivia Washington, the property owners; and
2. The subject property is currently zoned R-1, Single-Family Residential District and R-3, Single-Family Residential District is the desired zoning designation; and
3. Surrounding land uses consist of Residential.

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

1. Property Located On Whippoorwill Road, Effingham, SC, Bearing Tax Map No. 00126, Block 01, Parcel 115; Consisting Of Approx. 0.708 Acres, Is Hereby Rezoned To R-3, Single-Family Residential District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., 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, AUGUST 25, 2020
PC#2020-08**

SUBJECT: Rezoning request from R-1, Single-Family Residential District, to R-3, Single-Family Residential District.

LOCATION: Whippoorwill Road, Effingham, SC

TAX MAP NUMBER: 00126, Block 01, Parcel 115

COUNCIL DISTRICT(S): 5; County Council

OWNER OF RECORD: Jerrel and Zivia Washington

APPLICANT: Jerrel and Zivia Washington

LAND AREA: 0.708 Acres

WATER /SEWER AVAILABILITY: Water (City of Florence); No sewer available

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

FLOOD ZONE: None

STAFF RECOMMENDATION:
Staff recommends approval of the request.

STAFF ANALYSIS:

1. **Existing Land Use and Zoning:**
The subject property is currently vacant and zoned R-1, Single-Family Residential District.
2. **Proposed Land Use and Zoning:**
The proposal is to rezone the subject property to R-3, Single-Family Residential District.
3. **Surrounding Land Use and Zoning:**
North: Florence County, Residential – R-1
South: Florence County, Residential – R-1
West: Florence County, Residential – R-3
East: Florence County, Residential – R-1

4. Transportation Access and Circulation:

Present access to the property is by way Whippoorwill Road in Effingham, SC.

5. Traffic Review:

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

6. Chapter 30-Zoning Ordinance

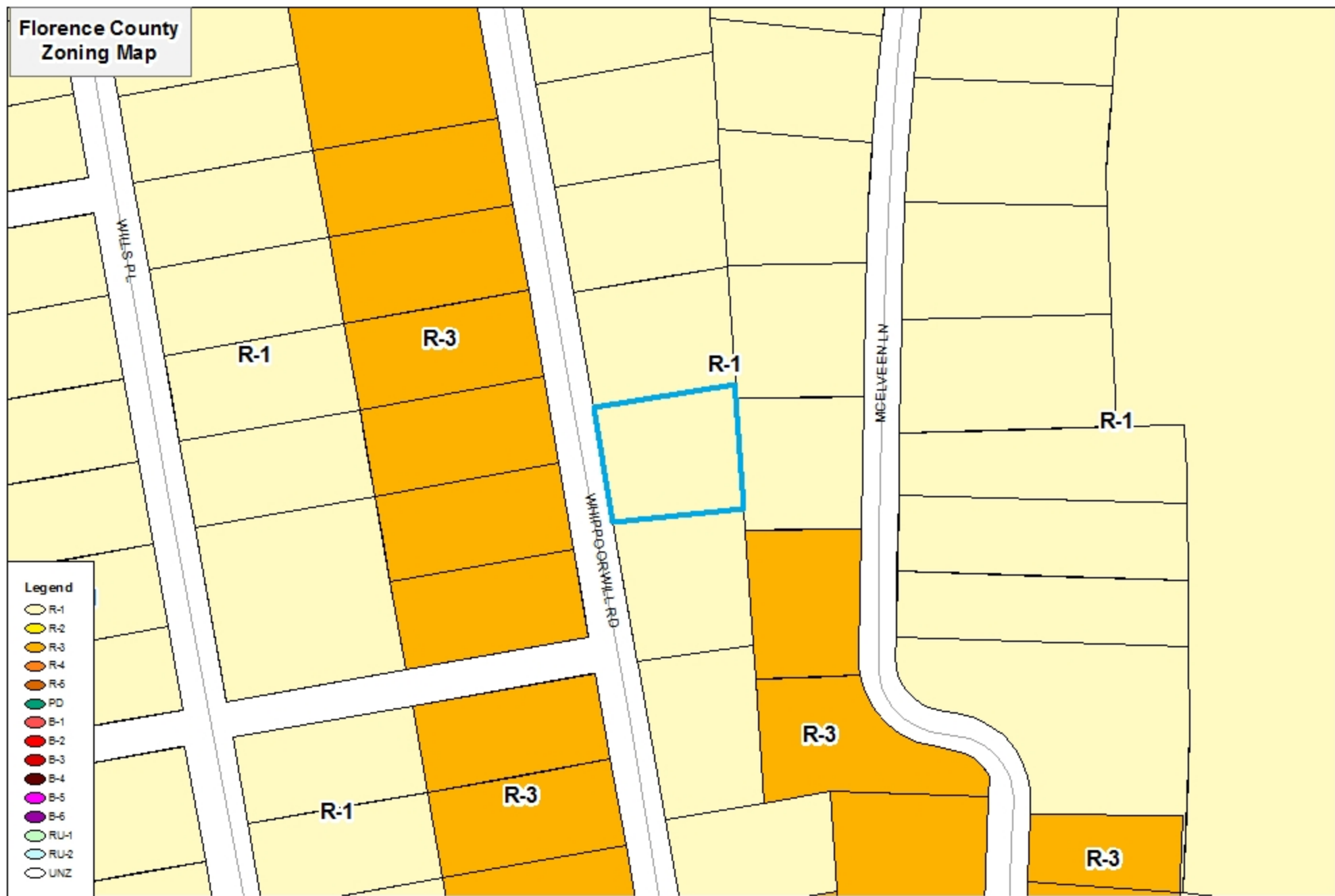
The intent of the R-3, Single-Family Residential District: The intent of this district is to foster, sustain and protect areas in which the principal use of land is for single-family dwellings and related support uses.

FLORENCE COUNTY PLANNING COMMISSION ACTION – AUGUST 25, 2020: Eight Planning Commission members voted 8 to 0 to approve the proposed requested zoning map amendment.

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 Whippoorwill Road, Effingham, SC from R-1, Single-Family Residential District to R-3 Single-Family Residential District.

**Florence County
Zoning Map**



Legend

- R-1
- R-2
- R-3
- R-4
- R-6
- PD
- S-1
- S-2
- S-3
- S-4
- S-5
- S-6
- RU-1
- RU-2
- UNZ

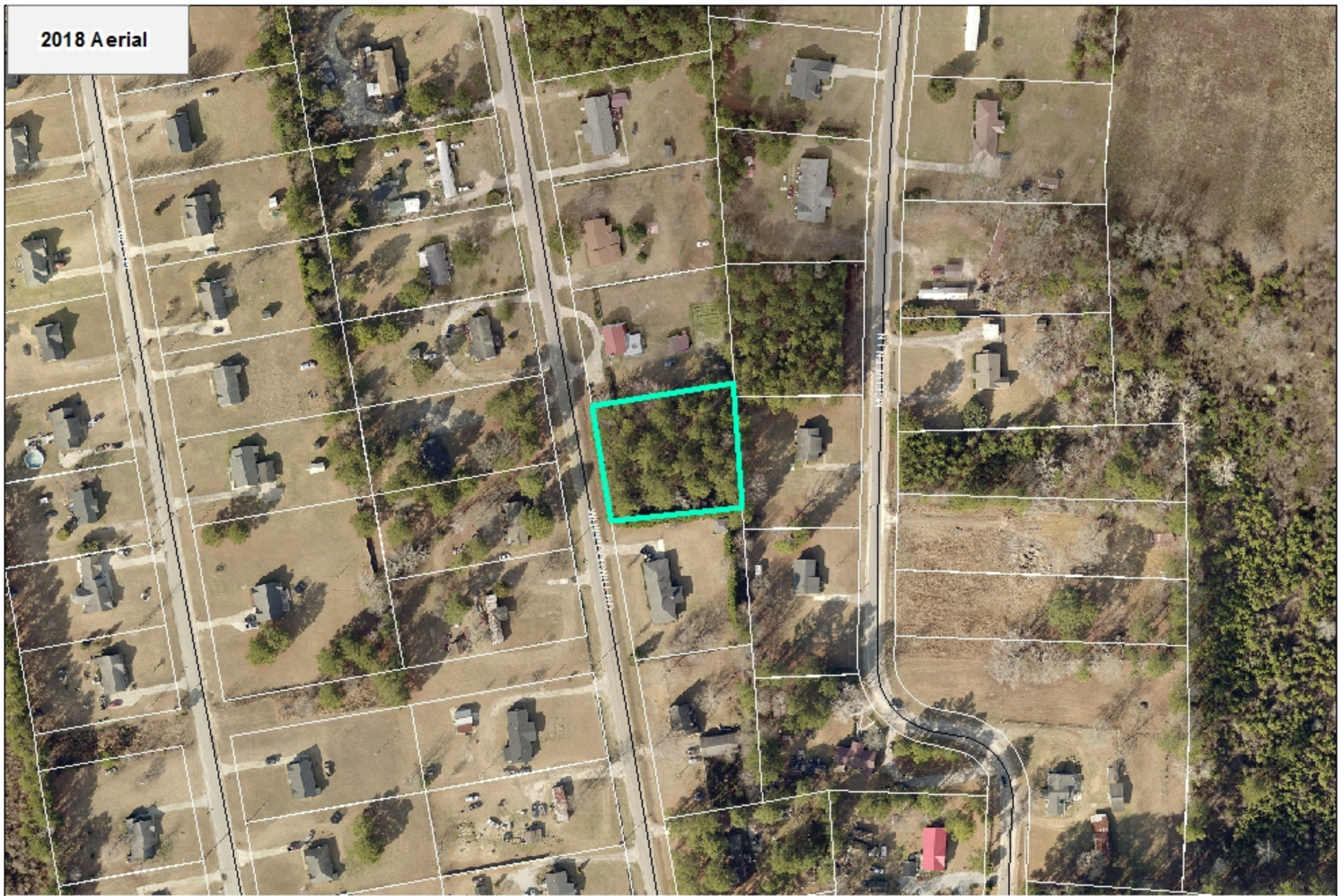
0 90 180 360 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-08-04



**Council District(s): 5
PC#2020-08**

2018 Aerial



0 90 180 360 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-08-04



Council District(s): 5
PC#2020-08

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 19, 2020

AGENDA ITEM: Ordinance No. 10-2020/21
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Maria Pigatt At 2009 Hazelwood Lane, Effingham, SC, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 276; Consisting Of Approx. 0.883 Acres From R-3, Single-Family Residential District, To RU-1, Rural Community District; And Other Matters Related Thereto.]

(Planning Commission approved 8 to 0; Council District 5)

POINTS TO CONSIDER:

1. This map amendment was requested by Maria Pigatt, the property owner.
2. The subject property is currently zoned R-3, Single-Family Residential District and RU-1, Rural Community District is the desired zoning designation.
3. Surrounding land uses consist of Residential and Vacant.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 10-2020/21
2. Staff report for PC#2020-09
3. Zoning Map
4. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: August 25, 2020	Council Clerk, certify that
Planning Commission Public Hearing	: August 25, 2020	this Ordinance was
Planning Commission Action	: August 25, 2020[Approved 8-0]	advertised for Public
First Reading/Introduction	: September 17, 2020	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: October 15, 2020	
Third Reading	: November 19, 2020	
Effective Date	: Immediately	

ORDINANCE NO. 10-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Maria Pigatt At 2009 Hazelwood Lane, Effingham, SC, As Shown On Florence County Tax Map No. 00127, Block 01, Parcel 276; Consisting Of Approx. 0.883 Acres From R-3, Single-Family Residential District, To RU-1, Rural Community District; And Other Matters Related Thereto.]

WHEREAS:

1. This map amendment was requested by Maria Pigatt, the property owner; and
2. The subject property is currently zoned R-3, Single-Family Residential District and RU-1, Rural Community District is the desired zoning designation; and
3. Surrounding land uses consist of Residential and Vacant.

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

1. Property Located At 2009 Hazelwood Lane, Effingham, SC, Bearing Tax Map No. 00127, Block 01, Parcel 276; Consisting of Approx. 0.883 Acres, Is Hereby Rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., 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, AUGUST 25, 2020
PC#2020-09**

SUBJECT: Rezoning request from R-3, Single-Family Residential District, To RU-1, Rural Community District.

LOCATION: 2009 Hazelwood Lane, Effingham, SC

TAX MAP NUMBER: 00127, Block 01, Parcel 276

COUNCIL DISTRICT(S): 5; County Council

OWNER OF RECORD: Maria Pigatt

APPLICANT: Maria Pigatt

LAND AREA: 0.883 Acres

WATER /SEWER AVAILABILITY: None

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

FLOOD ZONE: None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject property is currently vacant, with an unapproved mobile home structure, and zoned R-1, Single-Family Residential District.
2. Proposed Land Use and Zoning:
The proposal is to rezone the subject property to RU-1, Rural Community District.
3. Surrounding Land Use and Zoning:
North: Florence County, Residential – RU-1
South: Florence County, Vacant/Residential – R-3
West: Florence County, Vacant/Residential – RU-1, R-3
East: Florence County, Residential – RU-1, R-3

4. Transportation Access and Circulation:

Present access to the property is by way Hazelwood Lane in Effingham, SC.

5. Traffic Review:

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

6. Chapter 30-Zoning Ordinance

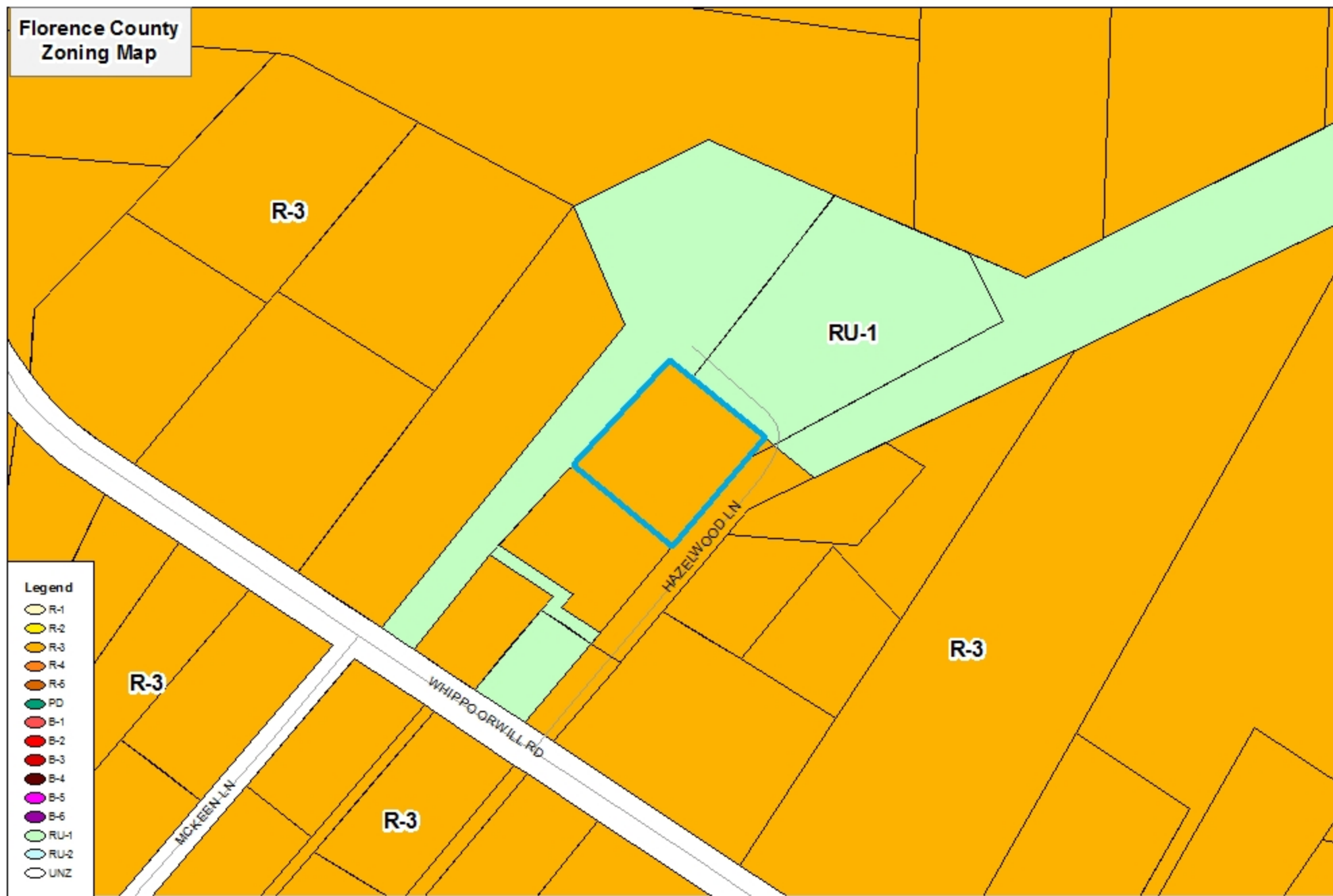
The intent of the, RU-1, Rural Community District is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

FLORENCE COUNTY PLANNING COMMISSION ACTION – AUGUST 25, 2020: Eight Planning Commission members voted 8 to 0 to approve the proposed requested zoning map amendment.

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 2009 Hazelwood Lane, Effingham, SC from R-3, Single-Family Residential District to RU-1 Rural Community District.

**Florence County
Zoning Map**



0 95 190 380 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-08-04



**Council District(s): 5
PC#2020-09**

2018 Aerial



0 95 190 380 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-08-04



Council District(s): 5
PC#2020-09

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Ordinance No. 11-2020/21 – Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing The Execution And Delivery Of A First Amendment To Fee-In-Lieu-Of-Tax Agreement By And Between Ruiz Food Products, Inc., RG4 holding Co., LLC (Collectively The “Company”) and Florence County, South Carolina (The “County”); And Other Matters Relating Thereto.]

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 11-2020/21.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Ordinance No. 11-2020/21

Sponsor(s)	: County Council	I, _____,
First Reading/Introduction	: September 17, 2020	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	
Second Reading	: October 15, 2020	
Public Hearing	: November 19, 2020	
Third Reading	: November 19, 2020	
Effective Date	: Immediately	

ORDINANCE NO. 11-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN RUIZ FOOD PRODUCTS, INC., RG4 HOLDING CO., LLC (COLLECTIVELY THE “COMPANY”) AND FLORENCE COUNTY, SOUTH CAROLINA (THE “COUNTY”); AND OTHER MATTERS RELATING THERETO.

WHEREAS:

1. Florence County, South Carolina (the “County”) entered into that certain Fee-in-Lieu of Tax Agreement with Ruiz Food Products, Inc., a California corporation and RG4 Holding Co., LLC, a South Carolina limited liability company (collectively, the “Company”), dated as of June 15, 2017 (the “FILOT Agreement”), to incentivize the Company’s proposed investment of real and personal property in the County (such investment, including the Company’s proposed expansion as described below, the “Project”); and
2. The County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the FILOT Act; and
3. The County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “the MCIP Act”) to provide for payments-in-lieu of taxes (“PILOT Payments”) with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their PILOT Payments and/or Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving Florence County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Florence County (“Infrastructure Improvements”); and to create,

in conjunction with one or more other counties, a multi-county business or industrial park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits (“SSRCs”); and

4. The Company proposes to expand its existing manufacturing facility in Florence County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property which the Company has represented will consist of a capital investment of approximately Forty Million Dollars (\$40,000,000.00); and
5. The Project is located entirely within Florence County and will continue to be included in and subject to the fee-in-lieu of tax arrangements as described herein; and
6. The County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to expand the Project (the “Incentives”); and
7. It is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives.

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

Section 1. Amendment to Fee-in-Lieu of Tax Agreement. Pursuant to the authority of the FILOT Act, there is hereby authorized an amendment to the FILOT Agreement, which will modify the SSRCs authorized under the FILOT Agreement, all as more fully set forth in the First Amendment to Fee-in-Lieu of Tax Agreement by and between the County and the Company (the “FILOT Amendment”).

Section 2. Execution of the FILOT Amendment. The form, terms and provisions of the FILOT Amendment presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Amendment were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and hereby are authorized, empowered and directed to execute, acknowledge and deliver the FILOT Amendment in the name and on behalf of the County, and thereupon to cause the FILOT Amendment to be delivered to the Company. The FILOT Amendment is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Amendment now before this meeting.

Section 3. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council.
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ATTEST:

FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FIRST AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT

This FIRST AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT (this “First Amendment”) is made and entered into effective [_____], 2020, by and among Ruiz Food Products, Inc., a California corporation, RG4 Holding Co., LLC, a South Carolina limited liability company (collectively, the “Companies”), and Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the Companies and the County entered into that certain Fee-in-Lieu of Tax Agreement, dated as of June 15, 2017, by and among the Companies and the County (collectively, as further amended, modified and assigned from time to time, “Fee Agreement”);

WHEREAS, the County, acting by and through its County Council and pursuant to Title 12, Chapter 44 (“Act”) agreed to enter into the Fee Agreement, concerning certain investments by the Company in the County (“Project”);

WHEREAS, the Companies have informed the County of their plan potentially to make certain additional investments of approximately \$40,000,000.00 in taxable property in the County to expand the Project;

WHEREAS, to induce the Company to make such investments, the County desires, and the Company agrees, to make certain amendments to the Fee Agreement to adjust the Special Source Revenue Credits provided to the Company pursuant to the Fee Agreement, all as more fully set forth herein; and

WHEREAS, the County Council, by enactment of an Ordinance on the date hereof, has authorized and approved the execution and delivery of this First Amendment; and

WHEREAS, the County Council, based on information provided by the Company, has made a finding of substantial public benefit to be derived from agreeing to the amendment of the Fee Agreement as provided in this First Amendment.

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

Section 1. *Incorporation of Recitals; Defined Terms.* The above recitals are incorporated into this First Amendment as if the recitals were set out in this First Amendment in their entirety. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Fee Agreement.

Section 2. *Special Source Revenue Credits.*

1. Section 5.01(k)(v) of the Fee Agreement is hereby amended to read:

“(v) With respect to any investment placed in service before the end of the Company’s 2019 tax year, Special Source Revenue Credits equal to 33 1/3% of the FILOT Payments during the remainder of the first ten years of the term of this Agreement shall apply. With respect to any investment placed from the beginning of the Company’s 2020 tax year through the end of the Investment Period, Special Source Revenue Credits shall be provided in amounts equal to (x) 37.5% during the remainder of the first ten years of the term of this Agreement; and (y) 12.5% for years 11-30 of the term of this Agreement. Such Special Source Revenue Credits will be automatically reflected on annual property tax bills provided by the County.”

Section 3. *Failure to Achieve Anticipated Investment and Job Creation.* In the event that the Companies (collectively with any Co-Investors) fail to: (a) invest at least \$40,000,000.00 in Economic Development Property between October 1, 2019 and the end of the Investment Period; and (b) fulfill the job creation requirement set forth in Section 2.02(d) of the Fee Agreement by the end of the Investment Period, the Companies shall be obligated to repay a prorated portion of the enhanced Special Source Revenue Credits provided pursuant to Section 2 of this First Amendment. Such repayment obligation shall be calculated solely with respect to the amount by which the Special Source Revenue Credits provided pursuant to Section 2 of this First Amendment through the end of the Investment Period exceed the Special Source Revenue Credits that would have been available to the Companies during such period in the absence of this First Amendment.

For example, and by way of example only, if the Companies have invested \$32,000,000.00 in Economic Development Property between October 1, 2019 and the end of the Investment Period and created four hundred twenty-three (423) new full-time jobs as of the last day of the Investment Period, and the amount of Special Source Revenue Credits provided pursuant to Section 2 of this First Amendment is \$500,000.00 more than the amount of Special Source Revenue Credits that would have been provided in the absence of this First Amendment, the Companies' pro rata repayment obligation would be calculated as follows:

Investment Achievement Percentage: $\$32,000,000.00 / \$40,000,000.00 = 80\%$

Jobs Achievement Percentage: $423/705 = 60\%$

Overall Achievement Percentage: $[80\% + 60\%] / 2 = 70\%$

Prorated Repayment Amount = 30% of $\$500,000.00 = \$150,000.00$

Section 4. *Certain Project Commitments.* The County acknowledges that the Companies have provided notice to the County that the Companies have invested at least \$150,000,000.00 and have created at least 125 new full-time jobs in the County, each during the Investment Period. Given the Companies' achievement of such capital investment and job creation levels, the County acknowledges that the provisions of Section 5.01(k) of the Fee Agreement have been triggered without further required action by any party to the Fee Agreement.

Section 5. *Fee Agreement.* Except as specifically modified by this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

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

Section 7. *Governing Law.* This First Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina.

[remainder of the page left blank]

IN WITNESS WHEREOF, the County and the Companies, pursuant to due authority, have duly executed this First Amendment, all effective as of the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Willard Dorriety, Jr.,
Chair, County Council

[SEAL]

Attest:

Connie Y. Haselden
Clerk to County Council

RUIZ FOOD PRODUCTS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

RG4 HOLDING CO., LLC,
a South Carolina limited liability company

By: _____
Name: _____
Title: _____

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Ordinance No. 12-2020/21 – Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes Agreement, By And Between Florence County, South Carolina And Santee Electric Cooperative, Inc. As Sponsor, And One Or More Sponsor Affiliates To Provide For A Fee-In-Lieu Of Ad Valorem Taxes Incentive And Certain Special Source Revenue Credits; The Expansion Of The Boundaries Of A Joint Industrial And Business Park Located In Florence And Williamsburg Counties; And Other Related Matters.]

OPTIONS:

1. (*Recommended*) Approve Third Reading of Ordinance No. 12-2020/21.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Ordinance No. 12-2020/21

Sponsor(s)	: Economic Development	I, _____,
Introduction	: September 17, 2020	Council Clerk, certify that the
Committee Referral	: N/A	ad for a Public Hearing on this
Committee Consideration Date	: N/A	Ordinance ran on: _____.
Committee Recommendation	: N/A	
Second Reading	: October 15, 2020	
Public Hearing	: November 19, 2020	
Third Reading	: November 19, 2020	
Effective Date	: Immediately	

ORDINANCE NO. 12-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND SANTEE ELECTRIC COOPERATIVE, INC. AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; THE EXPANSION OF THE BOUNDARIES OF A JOINT INDUSTRIAL AND BUSINESS PARK LOCATED IN FLORENCE AND WILLIAMSBURG COUNTIES; AND OTHER RELATED MATTERS.

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended; and
2. Santee Electric Cooperative, Inc., a South Carolina corporation, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, "Company") and any Sponsor Affiliates (as defined under the Act

and the Fee Agreement (defined below)) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in new investment in real and personal property in the County of more than \$2,500,000 (“Investment”); and

3. By its Resolution adopted on September 17, 2020, the County identified the Project, as required by the Act; and
4. The Project will comprise one or more parcels of real property or a portion thereof consisting of approximately 133.7 acres, more or less, within such tax map parcels bearing Tax Map Numbers 00194-31-130 (substation site); 00194-31-131; 00194-31-132; 00194-31-129; 00194-03-001, with improvements thereon, a description of which is set forth on the attached **Exhibit A** (“Project Property”); and
5. Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Williamsburg County, South Carolina (“Park”) pursuant to that Agreement for the Development of a Joint County Industrial and Business Park (“Park Agreement”), dated July 19, 2012; and
6. Pursuant to Section 3(A) of the Park Agreement, by ordinance of both counties, the boundaries of the Park may be enlarged to include additional property in either county, and the County desires to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and
7. In connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate to make the Investment; and (ii) the County to provide certain incentives, as set forth in that “Cooperation Agreement” entered into by and between the Company, the County and the Palmetto Economic Development Corporation, dated August 20, 2020; and
8. The County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as **Exhibit B** (“Fee Agreement”), but with the principal terms as follows: 30-year, 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2020, which the parties hereto believe to be [enter] mills for the entire term of the FILOT

arrangement; (ii) to provide an annual credit against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project (a) for the first ten (10) FILOT Payments due in an amount equal to 50% of the FILOT Payment due and (b) for the subsequent 20 FILOT Payments in an amount equal to 25% of the FILOT Payment due (each a “Special Source Revenue Credit”), subject to the terms and conditions set forth in the Fee Agreement; and (iii) any other incentives further set forth in the Fee Agreement attached to this Ordinance (collectively, the “Incentives”); and

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

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

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

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

Section 3. Expansion of Park to Include Project Property. The County hereby approves the enlargement of the boundaries of the Park to include the Project Property.

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

required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 5. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 6. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

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

ATTEST:

FLORENCE COUNTY COUNCIL:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

EXHIBIT A

Project Property Legal Description

All those certain pieces, parcels, lots or tracts of land, with any improvements located thereon, situate, lying and being in the County of Florence, State of South Carolina, as represented by the following Tax Map Numbers designated by the County:

TMS #00194-31-130 (substation site); 00194-31-131; 00194-31-132; 00194-31-129; 00194-03-001.

draft

EXHIBIT B

Fee Agreement

[Attached]

draft

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BY AND AMONG

SANTEE ELECTRIC COOPERATIVE, INC.

AND

FLORENCE COUNTY, SOUTH CAROLINA

NOVEMBER 19, 2020

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EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“Fee Agreement”) is made and entered into as of November 19, 2020, by and between Florence County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Florence County Council (“County Council”) as the governing body of the County and Santee Electric Cooperative, Inc., a South Carolina corporation, as Sponsor (collectively, “Company”) and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and any Sponsor Affiliate are referred to individually as a “Party” and, collectively, as “Parties”).

WITNESSETH:

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

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

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined under the Act) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in new investment in real and personal property in the County of more than \$2,500,000 (“Investment”); and

(d) Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), Florence County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Williamsburg County, South Carolina (“Park”) pursuant to that Agreement for the Development of a Joint County Industrial and Business Park (“Park Agreement”), dated July 19, 2012; and

(e) Pursuant to Section 3(A) of the Park Agreement, by ordinance of both counties, the boundaries of the Park may be enlarged to include additional property in either county; and

(f) Pursuant to a resolution adopted September 17, 2020, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 12-2020/21 adopted November 19, 2020, authorized (i) the execution and delivery of this Fee Agreement with the Company; (ii) the enlargement of the boundaries of the Park to include the Project; and (iii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

“Economic Development Property” means all electrical equipment and infrastructure comprising the Project, which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act. This Project shall not include any land, buildings, or building improvements.

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

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

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

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

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

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

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

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

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

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

“Phase Termination Date” means with respect to each Phase of the Project the day twenty nine (29) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the twenty ninth (29) full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Economic Development Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State that acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its

obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

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

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

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

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

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

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

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

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

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of each Phase of the Project placed in service in any given year for such year and for the following 29 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall

be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 359.6 mills, which is believed to be that rate in effect on June 30, 2020, for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of 30 years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.
- Step 4: The County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined and subject to the terms and conditions described under Section 3.2 of this Fee Agreement.

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

Section 3.2 *Special Source Revenue Credit.*

(a) As an inducement for the Investment and in accordance with Section 12-44-70 of the Act, the County grants to the Company and any Sponsor Affiliate an annual Special Source Revenue Credit (“SSRC”) against the FILOT Payments made by the Company and any Sponsor Affiliate to the County for the Project (i) for the first 10 FILOT Payments due in an amount equal to 50% of the FILOT Payment due and (ii) for the subsequent 20 FILOT Payments due in an amount equal to 25% of the FILOT Payment due.

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

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

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to 30 (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

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

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

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

Section 3.7 *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.22.

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

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

Section 3.8 *Condemnation.*

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.22 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

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

Section 3.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’ operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; or (ii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information (provided that such information is clearly marked or designated by the Company as “CONFIDENTIAL INFORMATION”) to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officer, employee or agent of the County or any supporting or cooperating governmental agency who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.11 Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and who agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this Fee Agreement subject to any reasonable changes not materially adverse to the County.

Section 3.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a resolution, not to be unreasonably withheld.

Section 3.13 Events of Default. The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes;

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

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

Section 3.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate(s), of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

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

Section 3.15 Collection of FILOT Payments. In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.16 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 3.17 Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

Section 3.18 Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.19 Fiscal Year; Property Tax Year. If the Company's and, as applicable, any Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliate's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.20 *Reports; Filings.*

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

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

Section 3.21 *Payment of Administrative Expenses.* The Company will reimburse the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). Such Administrative Expenses shall not exceed \$5,000 in total. The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto.

Section 3.22 *Termination.* Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effective immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to ad valorem tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

Section 3.23 *Indemnification Covenants.*

(a) The Sponsor and any Sponsor Affiliates shall and agree to indemnify and save the County, its agents, officers, or employees (collectively the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Fee Term, and the Sponsor and any Sponsor Affiliates further, shall indemnify and save the Indemnified Parties harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Sponsor or Sponsor Affiliate, as applicable, in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of the Sponsor or Sponsor Affiliate, as applicable, or any of their agents, servants, or employees on or with respect to the Project, (iv) any act of negligence of any assignee or sublessee of the Sponsor or Sponsor Affiliate, as applicable, with respect to the Project, or of any agents, servants, or employees of any assignee or sublessee of the Sponsor or Sponsor Affiliate, as applicable, with respect to the Project, or (v) any environmental

violation, condition, or effect with respect to the Project. The Sponsor or Sponsor Affiliate, as applicable, shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid in connection with the Project or in connection with any action or proceeding brought thereon, and upon notice from the County, the Sponsor or Sponsor Affiliate, as applicable, shall defend them or either of them in any such action, prosecution or proceeding.

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

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

ARTICLE IV MISCELLANEOUS

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

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

WITH COPIES TO: Florence County, South Carolina
(shall not constitute notice) ATTN: D. Malloy McEachin, Jr.
D. Malloy McEachin, Jr., P.A.
180 N. Irby St., MSC-XX
Florence, SC 29501

Telephone: (843) 665-0135
Facsimile: (843) 665-0716
Email: malloy@mceachinlawfirm.com

and

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

AS TO THE COMPANY: Santee Electric Cooperative, Inc.
ATTN: Rob Ardis
3191 SC-260
Manning, SC 29102
Telephone: (803) 473-4036
Email: rardis@santee.org

WITH A COPY TO: (shall not constitute notice) Parker Poe Adams & Bernstein LLP
ATTN: Sam Moses
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
Email: sammoses@parkerpoe.com

Section 4.2 *Binding Effect.* This Fee Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 *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 4.4 *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 4.5 *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 4.6 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 Further Assurance. From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 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, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 Limited Obligation. NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

[signatures on following pages]

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

FLORENCE COUNTY, SOUTH CAROLINA

Willard Dorriety, Jr., Chairman
Florence County Council

K. G. Rusty Smith, Jr.
County Administrator

(SEAL)

ATTEST:

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

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 on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

SANTEE ELECTRIC COOPERATIVE, INC.

BY _____

ITS _____

draft

EXHIBIT A

DESCRIPTION OF PROPERTY

All those certain pieces, parcels, lots or tracts of land, with any improvements located thereon, situate, lying and being in the County of Florence, State of South Carolina, as represented by the following Tax Map Numbers designated by the County:

TMS #00194-31-130 (substation site); 00194-31-131; 00194-31-132; 00194-31-129; 00194-03-001.

draft

EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective [date] (“Fee Agreement”), between Florence County, South Carolina (“County”) and Santee Electric Cooperative, Inc. (“Company”).

1. Joinder to Fee Agreement.

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

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

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

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.

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

[]

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

Date

Name of Entity

By: _____

Name: _____

Title: _____

Address: _____

[signature page follows]

draft

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

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

draft

**STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
COUNTY OF WILLIAMSBURG)** **AMENDMENT TO AGREEMENT FOR THE
DEVELOPMENT OF A JOINT INDUSTRIAL
AND BUSINESS PARK DATED JULY 19,
2012 (SANTEE ELECTRIC CO-OP)**

THIS AMENDMENT ENTERED INTO AS OF THE __ DAY OF _____, 2020
BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND WILLIAMSBURG COUNTY,
SOUTH CAROLINA.

By authority of Florence County Ordinance No. 12-2020/21 enacted by Florence County Council on November 19, 2020; and Williamsburg County Ordinance No. _____ enacted by Williamsburg County Council on _____, _____, for value received, Florence County and Williamsburg County hereby agree that the property described in Exhibit A attached hereto is hereby added to and shall be deemed to be a part of the Agreement for the Development of a Joint Industrial and Business Park between Florence County and Williamsburg County dated as of July 19, 2012 (the "Park Agreement"). All other terms and provisions of said Agreement shall remain in full force and effect.

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

FLORENCE COUNTY, SOUTH CAROLINA

Willard Dorriety, Jr.
Chairman of County Council

ATTEST:

Connie Y. Haselden, Council Clerk

WILLIAMSBURG COUNTY, SOUTH CAROLINA

Dr. Tiffany Wright
Supervisor/Chair of County Council

ATTEST:

Tammi McClary, Council Clerk

EXHIBIT A

ADDITIONAL FLORENCE COUNTY PROPERTIES

LEGAL DESCRIPTION

All those certain pieces, parcels, lots or tracts of land, with any improvements located thereon, situate, lying and being in the County of Florence, State of South Carolina, as represented by the following Tax Map Numbers designated by the County:

TMS #00194-31-130 (substation site); 00194-31-131; 00194-31-132; 00194-31-129; 00194-03-001.

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 19, 2020

AGENDA ITEM: Ordinance No. 13-2020/21
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Property Owned By Jonathan D. Chandler On Ebenezer Road And Pisgah Road, Florence, SC, As Shown On Florence County Tax Map No. 00097, Block 01, Parcels 015 & 103; Consisting Of Approx. 78.65 Acres From Unzoned, To PD-18-2, Chandler Reserve Planned Development District; And Other Matters Related Thereto.]

(Planning Commission approved 6 to 1; Council District 3)

POINTS TO CONSIDER:

1. This map amendment was requested by Jonathan D. Chandler, the property owner.
2. The subject property is currently unzoned and PD-18-2, Chandler Reserve Planned Development District is the desired zoning designation.
3. This zoning change is an amendment to a previously approved planned development district that would allow the developer to add an additional 390 townhome units to the existing Chandler Reserve Planned Development District.
4. Surrounding land uses consist of Residential and Vacant.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 13-2020/21
2. Staff report for PC#2020-12
3. Zoning Map
4. Aerial Map

Sponsor(s)	:	Planning Commission	I, _____,
Planning Commission Consideration	:	October 27, 2020	Council Clerk, certify that
Planning Commission Public Hearing	:	October 27, 2020	this Ordinance was
Planning Commission Action	:	October 27, 2020[Approved 6-1]	advertised for Public
First Reading/Introduction	:	November 19, 2020	Hearing on_____.
Committee Referral	:		
County Council Public Hearing	:		
Second Reading	:		
Third Reading	:		
Effective Date	:		

ORDINANCE NO. 13-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Property Owned By Jonathan D. Chandler On Ebenezer Road And Pigsaw Road, Florence, SC, As Shown On Florence County Tax Map No. 00097, Block 01, Parcels 015 & 103; Consisting Of Approx. 78.65 Acres From Unzoned, To PD-18-2, Chandler Reserve Planned Development District; And Other Matters Related Thereto.]

WHEREAS:

1. This map amendment was requested by Jonathan D. Chandler, the property owner; and
2. The subject property is currently unzoned and PD-18-2, Chandler Reserve Planned Development District is the desired zoning designation; and
3. This zoning change is an amendment to a previously approved planned development district that would allow the developer to add an additional 390 townhome units to the existing Chandler Reserve Planned Development District; and
4. Surrounding land uses consist of Residential and Vacant.

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

1. Property Located On Ebenezer Road And Pigsaw Road, Florence, SC, As Shown On Florence County Tax Map No. 00097, Block 01, Parcels 015 & 103; Consisting Of Approx. 78.65 Acres Be Rezoned From Unzoned, To PD-18-2, Chandler Reserve Planned Development District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., 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, OCTOBER 27, 2020
PC#2020-12**

SUBJECT: Amendment To A Planned Development District, Rezoning request from Unzoned, To PD-18-2, Chandler Reserve Planned Development District.

LOCATION: Ebenezer Rd., Florence, SC

TAX MAP NUMBER: 00097, Block 01, Parcel 015 & 103

COUNCIL DISTRICT(S): 3; County Council

OWNER OF RECORD: Jonathan D. Chandler

APPLICANT: Jonathan D. Chandler

LAND AREA: Approximately 78.65 acres

WATER /SEWER AVAILABILITY: City of Florence

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

FLOOD ZONE: None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject property is currently vacant and unzoned.
2. Proposed Land Use and Zoning:
The proposal is to rezone the subject property to PD-18-2, Planned Development District so that it will be added to the existing Chandler Reserve Planned Development District and add an additional 390 Townhome units to the existing (under construction) Chandler Reserve Planned Development District.
3. Surrounding Land Use and Zoning:
North: Darlington County, Residential- Unzoned
South: Florence County, Residential- PDD and Unzoned
West: Darlington County, Residential- Unzoned

East: Florence County, Vacant- Unzoned

4. Transportation Access and Circulation:

Present access to the property is by way of Pisgah Rd. (through previously approved PDD) and Ebenezer Rd.

5. Traffic Review:

The rezoning of this property will have an effect on traffic flow for the area. Based on the applicant's request to develop an additional 390 Townhome Units, the additional traffic could have an impact on the current traffic flow; however, a traffic study was not required, nor done for this subdivision. The development project manager is working with SCDOT to meet their requirements, including installation of turn lane(s) on the Pisgah Rd. access point.

6. Chapter 30-Zoning Ordinance

The intent of the planned development district is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.

FLORENCE COUNTY PLANNING COMMISSION ACTION – OCTOBER 27, 2020:
















Seven Planning Commission members voted 6 to 1 to approve the proposed requested zoning map amendment.

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 parcels located off Pisgah and Ebenezer Roads from Unzoned to PD-18-2, Planned Development District.

**Florence County
Zoning Map**

Legend

-  R-1
-  R-2
-  R-3
-  R-4
-  R-5
-  PD
-  S-1
-  S-2
-  S-3
-  S-4
-  S-5
-  S-6
-  RU-1
-  RU-2
-  UNZ

UNZONED

WEBER RD

UNZONED

PD

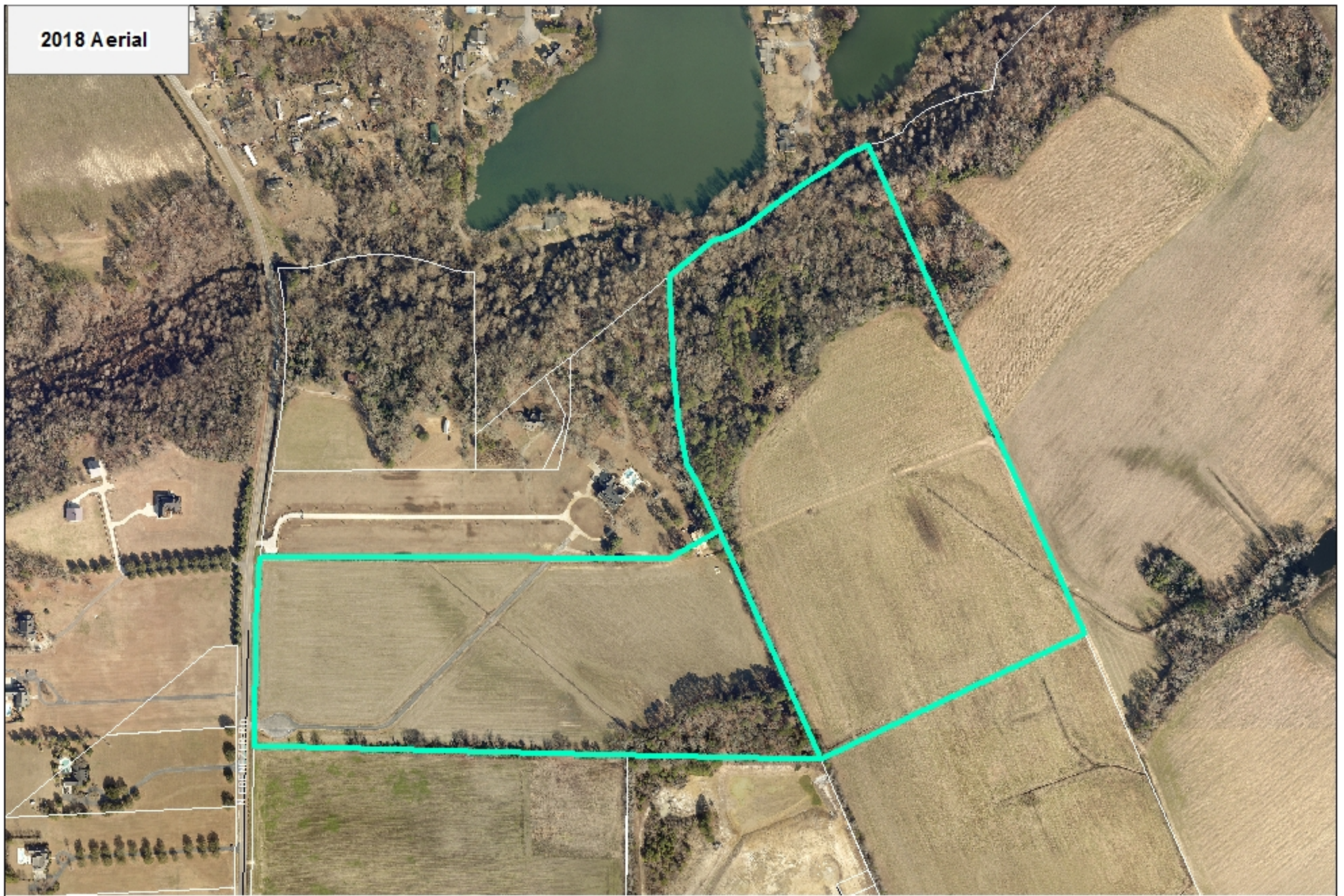
0 245 490 980 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-10-13



**Council District(s): 3
PC#2020-12**

2018 Aerial



0 245 490 980 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-10-13



Council District(s): 3
PC#2020-12

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FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
November 19, 2020

AGENDA ITEM: Ordinance No. 14-2020/21 – Introduction By Title Only

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing A Development Agreement By And Between Florence County, South Carolina And Pee Dee Electricom, Inc. Providing For Payments Relating To The Construction Of An Industrial Development Building, Allocating Utility Tax Credit Revenues To Florence County For Public Infrastructure Projects, And Addressing Other Matters Related Thereto.]

OPTIONS:

1. (*Recommended*) Introduce Ordinance No. 14-2020/21 By Title Only.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Ordinance No. 14-2020/21 Title

Sponsor(s)	: Economic Development	I, _____, Council Clerk, certify that the ad for a Public Hearing on this Ordinance ran on: _____.
Introduction	: November 19, 2020	
Committee Referral	:	
Committee Consideration Date	:	
Committee Recommendation	:	
Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 14-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND PEE DEE ELECTRICOM, INC. PROVIDING FOR PAYMENTS RELATING TO THE CONSTRUCTION OF AN INDUSTRIAL DEVELOPMENT BUILDING, ALLOCATING UTILITY TAX CREDIT REVENUES TO FLORENCE COUNTY FOR PUBLIC INFRASTRUCTURE PROJECTS, AND ADDRESSING OTHER MATTERS RELATED THERETO.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Boards & Commissions
 City-County Civic Center Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Is Asked To Approve The Re-Appointment Of Mark Wade To Serve On The City-County Civic Center Commission, Representing Florence County In Seat 1 With Appropriate Expiration Term.

ATTACHMENTS:

1. Email from Mr. Wade requesting to be re-appointed.
2. List of current County appointees to the City-County Civic Center Commission.

Connie Haselden

From: mark <mark_wade@hotmail.com>
Sent: Tuesday, November 3, 2020 3:27 PM
To: Connie Haselden
Subject: Second term Florence Center Commission Board

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hey hope you are doing well I just wanted to let you know I agree to serve the 2nd term as commission board member with the Florence Center. thank you so much

Sent from my Verizon, Samsung Galaxy smartphone

FLORENCE CITY-COUNTY CIVIC CENTER COMMISSION

AUTHORITY:

**Ordinance #4-90/91, #15-94/95,
#25-2010/11**

APPOINTED BY:

**County Council: 5 Members
City Council: 5 Members
City Mayor & County Chairman
Commission: 1 Member**

Thirteen (13) voting members and one ex-officio non-voting member, appointed as follows: 5 members residents of the City of Florence appointed by the City Council; 5 members residents of Florence County appointed by County Council; Florence City Mayor and the Florence County Council Chairman or their designee with approval of the respective Council; 1 member recommended by the Commission appointed by both City and County Councils; Civic Center Director shall be ex-officio, non-voting member. Terms shall be for four (4) years or until successors are appointed and qualified. No member may serve more than two (2) consecutive terms.

<u>SEAT</u>	<u>INITIAL APPT</u>	<u>APPOINTEE</u>	<u>TERM EXPIRATION</u>	<u>Term</u>
1	8/17/2017	Mark Wade 3005 Larkspur Road Florence, SC 29501 mark_wade@hotmail.com 843.992.4658	6/30/2018	1st term
2	11/15/2018	Tonita Perry 1643 Lake Wateree Drive Florence, SC 29501 tonita_perry@hotmail.com 704.965.6956	6/30/2022	1st
3	7/19/2012 reappt 05/18/2017	Osmona Cooper 505 Azalea Drive Lake City, SC 29560 843.665.7822 (O) 843.394.3060 (H) 843.598.0439 (C)	6/30/2020	2nd

4	7/1/2013 reappt 08/18/2016	C. B. Askins, Jr. P O Box 969 Lake City, SC 29560 843.394.8555	6/30/2020	2nd
5	7/19/2012 reapt 03/17/2016	Mary Dittman 2933 Woodbine Ave. Florence, SC 29501 MaryRDittman@gmail.com 843.617.6095 (H)	6/30/2019	2nd

County Council Chairman Designee: Chairman Willard Dorriety, Jr. (02/2/2020)

Updated 02/20/2020

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Boards & Commissions
 Commission On Alcohol & Drug Abuse

DEPARTMENT: County Council
 Councilman Mitchell Kirby
 Councilman Kent C. Caudle

ISSUE UNDER CONSIDERATION:

Council Is Asked To Approve The Re-Appointment of Ben McInville - Representing Council District 4, And The Appointment Of Bill Bridges - Serving In The At-Large Business Law Seat, To Serve On The Commission On Alcohol & Drug Abuse With Appropriate Expiration Terms.

ATTACHMENTS:

List of current County appointees serving on the Commission On Alcohol & Drug Abuse.

COMMISSION ON ALCOHOL AND DRUG ABUSE

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

Appointed by: County Council

**Membership
Roster**

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

<u>SEAT</u>	<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	7	Elizabeth Thomas 1004 Ohara Drive Florence, SC 29505 669-3691	6/2022
2	1	Bishop Oscar Hardman P.O. Box 1104 841 Sherwood Drive Lake City, SC 29560 389-9727	6/2021
3	3	Audrey Davis 138 Wilson Road Florence, SC 29506	6/2023
4	4	Ben McInville 3509 Twin Church Road Timmonsville, SC 29161	6/2019
5	5	Carla Angus 2530 Trotter Road Florence, SC 29501	6/2022
6	2	Charles Munn 860 Poppie Lane Pamplico, SC 29583 687-8598	6/2021
7	6	Carolyn H. Caudle 2510 Claussen Road Florence, SC 29505 chc828@aol.com 843.621.8896	6/2022

<u>SEAT</u>	<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
8	8	W. Joe McMillan, Jr. McMillan Tiller and Associates Coldwell Banker 667-1100 491 W. Cheves Street Florence, SC 29501	6/2020
9	9	David P. Milligan 3710 W. Pineneedles Rd. Florence, SC 29501	6/2023

AT LARGE, VOTING MEMBERS

1 Pharmacy:	Dr. Dawn Floyd CVS Pharmacy Lake City P O Box 372 Olanta, SC 29114	6/2021
2 Accounting:	Marshall T. Rainey 1133 Steeple Chase Dr. Florence, SC 29501	6/2022
3 Business Law:	Dr. Gavin Criser 818 Bellemeade Circle Florence, SC 29501	6/2019 662-3336 (O)

Clyde Nance, CEO: 665-9349 –O
Post Office Box 6196
Florence, SC 29502-6196

FLORENCE COUNTY COUNCIL MEETING

Proposed Additions to the Agenda

November 19, 2020

AGENDA ITEM: Boards & Commissions
 Commission On Alcohol & Drug Abuse

DEPARTMENT: County Council
 Councilman Jason M. Springs

ISSUE UNDER CONSIDERATION:

Council Is Asked To Approve The Appointment of Reverend Ralph Singletary To Serve On The Commission On Alcohol & Drug Abuse, Representing Council District 1 With Appropriate Expiration Term.

ATTACHMENTS:

List of current County appointees serving on the Commission On Alcohol & Drug Abuse.

COMMISSION ON ALCOHOL AND DRUG ABUSE

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

Appointed by: County Council

**Membership
Roster**

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

<u>SEAT</u>	<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	7	Elizabeth Thomas 1004 Ohara Drive Florence, SC 29505 669-3691	6/2022
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5	5	Carla Angus 2530 Trotter Road Florence, SC 29501	6/2022
6	2	Charles Munn 860 Poppie Lane Pamplico, SC 29583 687-8598	6/2021
7	6	Carolyn H. Caudle 2510 Claussen Road Florence, SC 29505 chc828@aol.com 843.621.8896	6/2022

<u>SEAT</u>	<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
8	8	W. Joe McMillan, Jr. McMillan Tiller and Associates Coldwell Banker 667-1100 491 W. Cheves Street Florence, SC 29501	6/2020
9	9	David P. Milligan 3710 W. Pineneedles Rd. Florence, SC 29501	6/2023

AT LARGE, VOTING MEMBERS

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2 Accounting:	Marshall T. Rainey 1133 Steeple Chase Dr. Florence, SC 29501	6/2022
3 Business Law:	Dr. Gavin Criser 818 Bellemeade Circle Florence, SC 29501	6/2019 662-3336 (O)

Clyde Nance, CEO: 665-9349 –O
Post Office Box 6196
Florence, SC 29502-6196

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Reports to Council
 Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2021 Through September 30, 2020 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY21
09/01/20 TO 09/30/20**

	BUDGETED	YEAR-TO-DATE ACTUAL	REMAINING	
	REVENUE	REVENUE	BALANCE	PCT
REVENUES				
Taxes	41,585,011	36,746,939	4,838,072	11.63%
Licenses & Permits	1,724,760	148,692	1,576,068	91.38%
Fines & Fees	2,963,286	592,833	2,370,453	79.99%
Intergovernmental	7,086,851	265,747	6,821,104	96.25%
Sales and Other Functional	9,280,017	1,389,205	7,890,812	85.03%
Miscellaneous	1,036,700	27,042	1,009,658	97.39%
Operating Transfers	(264,881)	-	(264,881)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	63,411,744	39,170,458	24,241,286	38.23%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY21
09/01/20 TO 09/30/20**

		YEAR-TO-DATE				% share of total
		BUDGETED	ACTUAL	REMAINING	PCT	
		EXPENDITURE	EXPENDITURE	BALANCE		
EXPENDITURES						
10-411-401	County Council	381,919	86,682	295,237	77.30%	0.60%
10-411-402	Administrator	685,452	140,304	545,148	79.53%	1.07%
10-411-403	Clerk of Court	1,808,201	364,727	1,443,474	79.83%	2.83%
10-411-404	Solicitor	1,226,966	275,199	951,767	77.57%	1.92%
10-411-405	Judge of Probate	658,373	138,164	520,209	79.01%	1.03%
10-411-406	Public Defender	1,017,657	230,227	787,430	77.38%	1.59%
10-411-407	Magistrates	2,464,534	535,881	1,928,653	78.26%	3.86%
10-411-408	Master In Equity	242,979	53,686	189,293	77.91%	0.38%
10-411-409	Legal Services	84,500	21,565	62,935	74.48%	0.13%
10-411-410	Voter Registration & Elections	718,702	211,617	507,085	70.56%	1.13%
10-411-411	Finance	954,956	158,984	795,972	83.35%	1.50%
10-411-412	Human Resources	475,355	101,290	374,065	78.69%	0.74%
10-411-413	Procurement & Vehicle Maintenance	1,223,796	247,052	976,744	79.81%	1.92%
10-411-414	Administrative Services	473,608	75,753	397,855	84.01%	0.74%
10-411-415	Treasurer	1,325,112	300,349	1,024,763	77.33%	2.07%
10-411-416	Auditor	582,384	125,030	457,354	78.53%	0.91%
10-411-417	Tax Assessor	1,429,739	292,393	1,137,346	79.55%	2.24%
10-411-418	Planning and Building	1,919,988	352,736	1,567,252	81.63%	3.01%
10-411-420	Facilities Management	2,525,812	573,623	1,952,189	77.29%	3.95%
10-411-427	Information Technology	2,920,856	1,518,638	1,402,218	48.01%	4.57%
10-411-446	Veteran's Affairs	243,976	58,350	185,626	76.08%	0.38%
10-411-482	Energy Savings Lease	386,116	95,962	290,154	75.15%	0.60%
10-411-485	General Direct Assistance	275,077	120,621	154,456	56.15%	0.43%
10-411-488	Contingency	184,500	14,458	170,042	92.16%	0.29%
10-411-489	Employee Non-Departmental	887,991	213,971	674,020	75.90%	1.39%
10-421-421	Sheriff's Office	18,979,919	4,442,265	14,537,654	76.59%	29.72%
10-421-422	Emergency Management	3,377,621	900,115	2,477,506	73.35%	5.29%
10-451-423	EMS	7,846,661	1,589,348	6,257,313	79.74%	12.29%
10-451-424	Rescue Squads	610,345	82,532	527,813	86.48%	0.96%
10-451-425	Coroner	460,881	95,768	365,113	79.22%	0.72%
10-451-429	On-Site Clinic	177,500	30,861	146,639	82.61%	0.28%
10-451-441	Health Department	76,852	40,674	36,178	47.07%	0.12%
10-451-442	Environmental Services	917,478	196,227	721,251	78.61%	1.44%
10-451-485	Health Direct Assistance	14,502	-	14,502	100.00%	0.02%
10-461-485	Welfare - MIAP & DSS	357,450	128,582	228,868	64.03%	0.56%
10-471-451	Recreation	1,956,405	407,703	1,548,702	79.16%	3.06%
10-471-455	County Library	3,990,773	894,833	3,095,940	77.58%	6.25%
10-481-485	Literacy Council	4,515	-	4,515	100.00%	0.01%

TOTAL	63,869,451	15,116,170	48,753,281	76.33%	<u>100.00%</u>
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Percent of Fiscal Year Remaining = 5 83.33%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 09/01/20 TO 09/30/20

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	7,351,046	137,622	7,213,424	98.13%	7,351,046	6,782,457	568,589	7.73%
112 Economic Development Partnership Fund	507,979	122,020	385,959	75.98%	507,979	58,599	449,380	88.46%
123 Local Accommodations Tax Fund	2,696,768	879,304	1,817,464	67.39%	2,696,768	283,986	2,412,782	89.47%
124 Local Hospitality Tax Fund	1,407,128	238,696	1,168,432	83.04%	1,407,128	361,000	1,046,128	74.34%
131 District Utility Allocation Fund	193,875	-	193,875	100.00%	193,875	-	193,875	100.00%
132 District Infrastructure Allocation Fund	1,307,776	14,574	1,293,202	98.89%	1,307,776	-	1,307,776	100.00%
151 Law Library Fund	30,831	6,755	24,076	78.09%	30,831	5,457	25,374	82.30%
153 Road System Maintenance Fee Fund	3,431,770	900,591	2,531,179	73.76%	3,431,770	949,913	2,481,857	72.32%
154 Victim/Witness Assistance Fund	214,499	45,716	168,783	78.69%	214,499	28,107	186,392	86.90%
421 Landfill Fund	4,375,452	740,567	3,634,885	83.07%	4,375,452	218,705	4,156,747	95.00%
431 E911 System Fund	1,563,282	210,656	1,352,626	86.52%	1,563,282	235,667	1,327,615	84.92%
TOTALS:	23,080,406	3,296,501	19,783,905	85.72%	23,080,406	8,923,891	14,156,515	61.34%

Percent of Fiscal Year Remaining: 75.00%

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

\$ 156,326,982

**Florence County Council
District Allocation Balances
Beginning Balances as of 09/30/20**

Council District #	Type of Allocation	Beginning Budget FY21	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	210,072	5,778	204,294
	Paving	268,860	-	268,860
	Utility	47,186		47,186
	In-Kind	19,800	-	19,800
2	Infrastructure	131,382	5,778	125,604
	Paving	191,176	13,480	177,696
	Utility	2,656	-	2,656
	In-Kind	19,800	-	19,800
3	Infrastructure	45,734	5,778	39,956
	Paving	76,697	-	76,697
	Utility	34,243		34,243
	In-Kind	19,800	-	19,800
4	Infrastructure	86,239	53,889	32,350
	Paving	72,541	-	72,541
	Utility	26,159	-	26,159
	In-Kind	19,800		19,800
5	Infrastructure	102,421	5,778	96,643
	Paving	248,553	17,500	231,053
	Utility	3,620		3,620
	In-Kind	19,800	-	19,800
6	Infrastructure	138,052	5,778	132,274
	Paving	136,368	3,200	133,168
	Utility	5,459	-	5,459
	In-Kind	19,800		19,800
7	Infrastructure	152,402	25,778	126,624
	Paving	244,149	-	244,149
	Utility	57,289		57,289
	In-Kind	19,800	-	19,800
8	Infrastructure	132,255	-	132,255
	Paving	85,105	-	85,105
	Utility	763		763
	In-Kind	19,800		19,800
9	Infrastructure	114,153	7,278	106,875
	Paving	172,383	60,000	112,383
	Utility	-	-	-
	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 September 30, 2020

EXPENDITURES	Project Budget	<i>Design or Engineering</i>	<i>Right of Way</i>	<i>Construction</i>	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	\$ 5,968,021.08	\$ 11,637,644.57	\$ 79,775,605.74	\$ 97,381,271.39	\$ 41,370,348.61	70.18%
US 76 Widening	\$ 31,641,621.00	\$ 3,344,724.37	\$ 2,666,070.73	\$ 18,515,579.52	\$ 24,526,374.62	\$ 7,115,246.38	77.51%
TV Road Widening	\$ 34,519,290.00	\$ 2,350,306.84	\$ 2,645,733.28	\$ 27,334,267.92	\$ 32,330,308.04	\$ 2,188,981.96	93.66%
SC 51 Widening	\$ 151,533,817.00	\$ 3,967,047.39	\$ 9,344,379.68	\$ 82,095,038.47	\$ 95,406,465.54	\$ 56,127,351.46	62.96%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 5,016,362.05	\$ 5,303,564.36	\$ 4,183,525.22	\$ 14,503,451.63	\$ 58,960,694.37	19.74%
	\$ 447,587,262.00	\$ 21,356,758.82	\$ 32,822,390.42	\$ 226,133,996.83	\$ 280,313,146.07	\$ 167,274,115.93	62.63%

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 09/30/20**

Bond proceeds	\$ 124,840,280.25	
West Florence Fire bond proceeds	\$ 969,746.18	
Transfer from debt service fund	\$ 4,450,553.00	
Transfer from Utility, General Fund and Infrastructure- WF Fire	\$ 99,178.00	
Interest earnings through September 30, 2020	\$ 8,081,451.15	
Ballfield lighting lease proceeds	\$ 500,000.00	
Local contributions	<u>\$ 108,148.40</u>	
Total available		\$ 139,049,356.98
Transfer funds back to General Fund	\$ 604,500.00	
Expenditures through 09/30/20*	\$ 133,786,062.55	
Outstanding purchase orders as of 09/30/20*	<u>\$ 5,162,068.95</u>	
Total expended/committed		<u>\$ 139,552,631.50</u>
Total remaining		<u><u>\$ (503,274.52)</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 9/30/2020	O/S Purchase Orders
			Bond Issuance Costs			\$ 500,000.00		\$ 559,828.39	
			I. Public Safety-Fire						
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	\$ 1,800,000.00		\$ 1,795,498.86	
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		\$ 1,799,900.00	
4	Building		Howe Springs Fire District	New Main Station		\$ 3,700,000.00		\$ 3,630,941.37	\$ 45,662.28
5	Building		South Lynchs Fire District	Classroom, Logistics, & Maintenance Facility		\$ 1,000,000.00		\$ 998,445.83	
6	Building		South Lynchs Fire District	Upgrades to Station One Facilities		\$ 1,000,000.00		\$ 998,437.67	
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		\$ 1,500,000.00	
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	\$ 1,000,000.00		\$ 2,374,608.29	\$ 208,683.50
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemington		\$ 1,745,000.00		\$ 1,743,771.28	
11	Building		Hannah Salem Friendfield Fire	Upgrade Stations One and Two		\$ 1,400,000.00		\$ 1,400,000.00	
12	Building		Hannah Salem Friendfield Fire	Upgrade Stations Three and Four		\$ 900,000.00		\$ 900,000.00	
13	Building		Olanta 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		\$ 147,924.53	
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		\$ 80,000.00	
			Category Total				\$ 18,445,000.00		
			II. Public Safety - EMS						
17	Building		Florence County	EMS Station Timmons ville		\$ 740,000.00		\$ 761,221.53	\$ 367.72
18	Building		Florence County	EMS Station Florence	Schlitz Drive	\$ 740,000.00		\$ 740,000.00	
			Category Total				\$ 1,480,000.00		
			III. Emergency Management						
19	Building/Equipment		Florence County	Radio Upgrades - all Emergency Mangement Facilities	Law Enforcement Complex	\$ 15,000,000.00		\$ 14,902,104.63	
20	Building/Equipment		Florence County	New Emergency Operations Center Building	Law Enforcement Complex	\$ 4,955,251.00		\$ 4,712,580.59	
			Category Total				\$ 19,955,251.00		
			IV. Sheriff						
21	Equipment		Florence County	Replacement of Boilers & Water Heaters at County Jail	Law Enforcement Complex	\$ 800,000.00		\$ 800,000.00	
22	Equipment		Florence County	Flex Units & Safety upgrades at County Jail	Law Enforcement Complex	\$ 189,600.00		\$ 189,600.00	
23	Building		Florence County	New Storage Building	Law Enforcement Complex	\$ 160,000.00		\$ 160,000.00	
24	Building		Florence County	New K-9 Training Facility	Law Enforcement Complex	\$ 20,000.00		\$ 20,000.00	
25	Building		Florence County	Renovations at Law Enforcement Complex	Law Enforcement Complex	\$ 800,000.00		\$ 800,000.00	
			Category Total				\$ 1,969,600.00		
			V. County Administration						
26	Building		Florence County	Renovation of Vacated Space at County Complex	County Complex Building	\$ 5,200,000.00		\$ 5,246,304.53	\$ 3,789,721.75
			Category Total				\$ 5,200,000.00		
			VI. Water & Sewer Improvements						
27	Water Line		Town of Coward	Salem Road/McAllister Mill Rd/Sand Hills Water Loop		\$ 750,000.00		\$ 510,584.09	
28	Water Line		Town of Coward	Union School Road Tie to Scranton Water System		\$ 240,000.00		\$ 240,059.75	
29	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Windy Hill Fire District		\$ 250,000.00		\$ 249,927.75	
30	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for West Florence Fire District		\$ 250,000.00		\$ 246,971.24	
31	Fire Hydrants		City of Florence	Add 50 Fire Hydrants for Howe Springs Fire District		\$ 250,000.00		\$ 249,773.76	
32	Water Line		City of Lake City	Indiantown Road/S. Cameron Road Water Loop		\$ 690,000.00		\$ 618,624.03	
33	Water Line		City of Lake City	Burch Rd/Old Georgetown Rd/Camerontown Rd Water Loop		\$ 593,000.00		\$ 280,033.65	
34	Water Line		City of Lake City	Frierson Road/O'Shay Road Water Loop		\$ 250,000.00		\$ 250,000.00	
35	Water Line		Town of Olanta	Central Road/Hood St. Water Loop		\$ 440,000.00		\$ 216,446.27	
36	Water Line		Town of Olanta	Butler Scurry Road/McKenzie Road Water Loop		\$ 500,000.00		\$ 496,781.46	
37	Water Line		Town of Olanta	Olanta Fire Station Water Extension		\$ 65,000.00		\$ 27,354.86	
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		\$ 140,000.00		\$ 140,034.99	
			Category Total				\$ 4,418,000.00		
			VII. Veteran Affairs						
39	Building		Florence County	Veteran Affairs County Administration Building	National Cemetery Road	\$ 1,200,000.00		\$ 1,199,881.58	
			Category Total				\$ 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 9/30/2020	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence						
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			\$ 5,157,585.18	
41	Corridor Enhancements		City of Florence	National Cemetery Road	Dargan St. To McCall Rd.			\$ 107,079.43	
42	Corridor Enhancements		City of Florence	Vista St.	Dargan St. to Oakland Ave.			\$ 395,329.23	
43	Corridor Enhancements		City of Florence	Sopkin St.	Oakland Ave. to Crown Cir.			\$ 35,422.32	
44	Corridor Enhancements		City of Florence	Park Ave.				\$ 681,543.30	
45	Corridor Enhancements		City of Florence	Pine St.	Dargan St to McQueen St.			\$ 56,962.09	
46	Corridor Enhancements		City of Florence	McQueen St.	Pine St. To Timrod Park Dr.			\$ 50,969.88	
47	Corridor Enhancements		City of Florence	Cedar St.	McQueen St. to Park Ave.			\$ 418,126.58	
48	Corridor Enhancements		City of Florence	Park Ave.	Cedar St. to Cherokee Rd.			\$ 192,688.86	
49	Corridor Enhancements		City of Florence	E. Evans St.	N. Ravenel St. to Railroad Ave.			\$ 370,000.00	
50	Corridor Enhancements		City of Florence	Irby St.	W. Cheves St. to Ashby Rd.			\$ 1,737,342.86	
51	Corridor Enhancements		City of Florence	Darlington St.	Irby St. to Oakland Ave.			\$ 131,834.57	
52	Corridor Enhancements		City of Florence	Oakland Ave.	Darlington St. to Norfolk St.	\$ 9,216,875.00		\$ 611,937.51	
53	Intersection Improvements		City of Florence	Damon Dr. and Ansley St.				\$ 20,776.00	
54	Intersection Improvements		City of Florence	E. Palmetto St. Westbound at S. Church St.		\$ 1,031,250.00		\$ 106,897.90	
54	Resurfacing		City of Florence	Malloy St	Wilson Rd to ???				
55	Resurfacing		City of Florence	Spruce St.	Park Ave. to McQueen St.	\$ 340,625.00			
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.			\$ 114,879.79	
58	Road Widening		City of Florence	S. Cashua Dr.	Palmetto St. to Second Loop Rd.			\$ 3,429.05	
59	Road Widening		City of Florence	W. Sumter St.	N. Irby St. to N. Alexander St.			\$ 2,097,915.91	
60	Road Widening		City of Florence	W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.			\$ 2,149,843.41	
61	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			\$ 2,221,012.53	
62	Road Widening		City of Florence	Jarrott St.	Pine St. to National Cemetery Rd.			\$ 439,606.29	
63	Road Widening		City of Florence	N. Alexander St.	Dixie St. To Darlington St.	\$ 9,125,625.00		\$ 1,031,025.31	
64	Building		Town of Timmonsville	New Community Center		\$ 420,000.00		\$ 607,031.88	
65	Building		Town of Timmonsville	Magistrate's Building Renovations		\$ 180,000.00		\$ 153,344.62	
66	Sewer		Town of Pamplico	Replace Pembroke Apt Pump Station		\$ 154,400.00		\$ 150,955.83	
67	Water		Town of Pamplico	New Water Tank		\$ 873,280.00		\$ 304,577.28	
68	Water		Town of Pamplico	Shirley Road Water Line		\$ 154,697.00		\$ 10,232.93	
69	Water		Town of Pamplico	Water System Extension		\$ 1,706,720.00		\$ 2,423,042.37	
70	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		\$ 750,000.00		\$ 1,059,973.49	
71	Building		Town of Olanta	Municipal Building Improvements		\$ 130,000.00		\$ 130,047.67	
72	Recreation improvements		City of Johnsonville	Prosser Recreation Complex		\$ 800,000.00		\$ 1,423,891.23	
73	Water		City of Johnsonville	Vox Water Line Project		\$ 4,378,000.00		\$ 4,378,000.00	
74	Water		Town of Coward	New Water Tank		\$ 1,000,000.00		\$ 1,239,415.91	
75	Recreation		Town of Coward	Expansion of Youth Baseball Field		\$ 200,000.00		\$ 230,782.20	
76	Building		Town of Quinby	New Town Hall		\$ 360,000.00		\$ 325,658.68	
77	Building		Town of Quinby	Recreation/Community Building		\$ 720,000.00		\$ 754,340.03	
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		\$ 31,666.00	
80	Building		Town of Scranton	New Maintenance Building		\$ 349,600.00		\$ 407,845.94	
81	Water & Sewer		City of Lake City	Water & Sewer Improvements		\$ 2,360,000.00		\$ 2,603,264.95	
82	Storm Water		City of Lake City	Storm Water System Improvements		\$ 1,200,000.00		\$ 1,281,745.08	
83	Water & Sewer		City of Lake City	New Water Tank		\$ 800,000.00		\$ 746,770.55	
84	Recreation		City of Lake City	New Multi Purpose Athletic Complex		\$ 400,000.00		\$ 449,246.49	
85	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		\$ 160,000.00		\$ 158,087.07	
86	Road / Parking		City of Lake City	C J Evans Field road & parking improvements		\$ 400,000.00		\$ 426,717.18	
			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 9/30/2020	O/S Purchase Orders
			IX. Florence County Recreation						
87	Roads/Water		Florence County	Roads & Infrastructure - New Soccer Complex		\$ 1,040,000.00		\$ 1,069,758.83	
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				\$ 57,016.63	
92	Recreation Improvements		Florence County	Lynches River Athletic Park Sardis Paving Entrance				\$ 24,475.00	
93	Recreation Improvements		Florence County	Friendship Park Renovations				\$ 5,950.00	
			Category Total				\$ 1,440,000.00		
94	Building		X. Lake City Community Hospital	Improvements to Main Hospital		\$ 888,000.00		\$ 888,000.00	
			Category Total				\$ 888,000.00		
95	Drainage		XI. Lynches Lake-Camp Branch	Drainage Improvements		\$ 80,000.00		\$ 79,906.18	
			Watershed District						
			Category Total				\$ 80,000.00		
			XII. Road Paving and Drainage						
96	Paving		Florence County	Cato Road		\$ 2,500,000.00		\$ 781,959.45	
97	Paving		Florence County	Moulds Road		\$ 1,100,000.00		\$ 488,278.70	
98	Paving		Florence County	Country Lane		\$ 1,400,000.00		\$ 483,715.66	
99	Paving		Florence County	Cherry Johnson Road		\$ 1,900,000.00		\$ 718,337.41	
100	Paving		Florence County	Ball Park Road		\$ 1,500,000.00		\$ 1,127,791.12	
101	Paving		Florence County	McLaurin Road		\$ 600,000.00		\$ 250,967.52	
102	Paving		Florence County	Highland Road		\$ 250,000.00		\$ 86,821.05	
103	Paving		Florence County	Laurel Circle		\$ 600,000.00		\$ 176,094.68	
104	Paving		Florence County	Law Road		\$ 1,100,000.00		\$ 377,284.56	
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		\$ 4,421,537.30	
107	Drainage		Florence County	Brookgreen		\$ 1,000,000.00		\$ 968,096.98	
108	Drainage		Florence County	Foxcroft		\$ 300,000.00		\$ 238,443.71	
			Category Total				\$ 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 9/30/2020	O/S Purchase Orders
			XIII. General Road Improvements						
109		District 1		Swan Rd.	Park Ave. to last house	\$ 4,033,853.00		\$ 48,644.24	
110				Windright Rd.	Hwy 378 to Swann Rd.				
111				Hickson Rd.	S. Powell Rd. to S. Locklair Rd.			\$ 40,553.09	
112				Widow St.	W. Camp Branch Rd. to Jordan Rd.			\$ 19,469.50	
113				Old McAllister Rd.	Jordan Rd. to Chandler Mill Rd.			\$ 296,993.48	\$ 65,799.79
114				Chandler Mill Rd.	N. Matthews Rd. to Old McAllister Rd.			\$ 33,258.99	
115				Maxie Thomas Rd.	Morris St. to Moore St.			\$ 31,594.52	
116				Maxie Thomas Rd.	Hwy 52 to last house			\$ 49,297.05	
117				W. O'Shay Rd.	N. Matthews Rd. to Frierson Rd.			\$ 132,459.34	
118				W. O'Shay Rd.	Frierson Rd. to last house			\$ 38,448.46	
119				Frierson Rd.	W. Camp Branch Rd. to W. O'Shay Rd.			\$ 241,367.01	
120				Zola Rd.	McCutcheon Rd. to Hanna Rd.			\$ 34,798.87	
121				Miles Rd.	Hwy 378 to First Oxtown Rd.			\$ 31,162.71	
122				Donald Rd.	Caselman Rd. to Miles Rd.			\$ 8,869.97	
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			\$ 42,857.53	
128				Lance St.	Acline St. to Kelly St.			\$ 27,676.41	
129				Thomas St.	S. Church St. to CSX RR			\$ 22,985.48	
130				Gracelyn Cir.	N. Matthews Rd. to ???			\$ 32,378.62	
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			\$ 16,661.46	
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.			\$ 44,841.35	
138				Bayne Ln.	Beulah Rd. to E. Plantation Rd.			\$ 3,077.07	
139				E. Plantation Rd.	portion of ???			\$ 44,558.35	
140				S. Acline St.	Fairview St. to Graham Rd.			\$ 137,745.33	
141				Baker Rd.	N. Camerontown Rd. to end of road			\$ 13,072.39	
142				Barnwell St.	Bozy Rd. to Lee St.			\$ 15,278.45	
143				Blanche St.	Northside Ln. to end of road			\$ 6,646.79	
144				Windham Rd.	Owens Dr. to Blanche St.			\$ 16,980.94	
145				Hurst St.	School Dr. to end of road			\$ 8,566.91	
146				Judy Rd.	Hwy 378 to end of road			\$ 19,836.94	
147				N. Pecan Rd.	Hwy 341 to N. Camerontown Rd.			\$ 16,184.59	
148				S. Pecan Rd.	Hwy 341 to end of road			\$ 21,318.00	
149				S. Locklair Rd.	Hwy 341 to Hickson Rd.			\$ 61,988.22	
150				Sunburst Dr.	Cooktown Rd. to end of road			\$ 7,705.46	
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.			\$ 9,165.16	
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.				\$ 32,809.35	
158				Camelot Way	N. Country Club Rd. to Scotland Rd.			\$ 28,983.16	
159				Dogwood Ln.	S. Morris St. to Middlecoff Rd.			\$ -	
160				Lancelot Way	Scotland Rd. to end of road			\$ 51,952.35	
161				Lockewood Rd.	Middlecoff Rd. to Dogwood Ln.			\$ 33,913.36	
162				McFaddin St.	Wallace St. to Ida St.			\$ 31,881.27	
163				Salter St.	Wallace St. to Ida St.			\$ 28,613.22	
164				Byrd St.	School Dr. to end of road			\$ 11,240.68	
165				Fountain St.	School Dr. to end of road			\$ 18,011.38	
166				Hurst St.	Hwy 52 to End of road			\$ 15,978.15	
167				Mill St.	N. Church St. to Ball Park Rd.			\$ 30,672.08	
168				N. Church St. (Scranton)	Mill St. to Railroad Ave.			\$ 13,918.16	
169				School Dr.	Byrd St. to end of road			\$ 61,732.59	
170				Parking and Roads at Lake City Sports Complex	S. Blanding St. to Graham Rd.			\$ 500,000.00	
475				S. Bethea Rd.				\$ 41,207.26	
476				Butternut Lane				\$ 14,571.31	
477				Carvin Rd.				\$ 45,879.94	
478				Diamond Lane				\$ 16,640.47	
479				Driggers Lane				\$ 10,597.25	
480				Elliott Road				\$ 49,035.77	
482				Hanna Road				\$ 96,426.12	
483				Park Avenue				\$ 107,732.25	
486				Ripley Road				\$ 33,793.99	
487				Rodgers Road				\$ 19,422.30	
489				Scotland Road				\$ 111,522.35	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
490				Sylvan Street				\$ 25,682.60	
694				Burnside Street				\$ 38,925.20	
750				CPST2 Phase II Engineering				\$ 84,875.00	\$ 8,000.00
171		District 2		Bluff Rd.		\$ 4,033,853.00		\$ 68,566.89	
172				Evans Rd.				\$ 51,798.87	
173				Belle Thompson Rd.				\$ 238,434.72	
174				Ervin Thomas Rd.				\$ 92,114.78	
175				Franks Rd.				\$ 23,205.41	
176				Law Rd.					
177				Ball 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.				\$ 155,886.68	
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.				\$ 123,613.39	
191				Glen Haven Rd.				\$ 59,825.78	
192				Dulie Ln.				\$ 10,988.61	
492				Albany Road				\$ 75,564.09	
493				Apollo Circle				\$ 38,696.49	
494				Azalea Road				\$ 68,974.29	
495				Bayberry Road				\$ 18,631.20	
496				Beckwood Road				\$ 15,640.35	
497				Bennie Landing Road				\$ 72,245.33	
498				Bethany Road				\$ 25,809.89	
499				Bluff Road				\$ 19,135.50	
500				Bridgeman Road				\$ 23,796.78	
501				Campbell Road				\$ 123,713.46	
502				Courtney Point				\$ 25,414.60	
503				Clear Brook Road				\$ 8,389.29	
504				Crab Apple Lane				\$ 18,268.89	
505				Crouch Road				\$ 8,627.56	
506				Dowdys Road				\$ 27,527.78	
507				D T Lane				\$ 18,829.82	
508				Dunk Road				\$ 86,916.54	
509				Dwellings Drive				\$ 21,265.79	
510				Eaddy Ford Cenetery				\$ 17,888.58	
511				Farrell Road				\$ 8,649.62	
512				Fowler Road				\$ 154,933.59	
513				Fox Bay Road				\$ 214,362.76	
514				Fox Hill Road				\$ 24,792.94	
515				E Groom Road				\$ 14,696.85	
516				Harvest Road				\$ 65,496.34	
517				Hayes Branch				\$ 59,202.15	
518				Henneghan Road				\$ 65,566.16	
519				Hoyt Road				\$ 69,414.94	
520				Indigo Landing Road				\$ 80,365.28	
521				Jasmine Street				\$ 8,287.72	
522				Lucas Road				\$ 29,614.86	
523				Luke Circle				\$ 20,846.32	
524				Macks Lane Road				\$ 160,728.35	
525				S Oak St				\$ 9,091.00	
526				Old Landing Road				\$ 32,285.94	
527				Par One Road				\$ 9,434.83	
528				Plantation Road				\$ 59,106.17	
529				Ralph Jones Road				\$ 65,026.98	
530				Redgate Road				\$ 34,323.48	
531				Rushtown Road				\$ 128,523.23	
532				Shine Road				\$ 62,654.15	
533				Tarte Road				\$ 58,654.39	
534				Traco Circle				\$ 46,149.06	
535				Tree Haven Road				\$ 192,848.89	
536				W Turner Road				\$ 51,063.53	
537				Twin Oak Road				\$ 9,917.09	
538				Wingo Road				\$ 75,383.47	
750				CPST2 Phase II Engineering				\$ 60,000.00	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
193		District 3		Athens St.		\$ 4,033,853.00		\$ 66,823.84	
194				Brunson St.				\$ 44,955.57	
195				Dargan St.	Hwy 52 to Vista St.			\$ 45,868.43	
196				Timmons St.				\$ 19,275.22	
197				Bradford St.				\$ 27,182.21	
198				Wilson St.				\$ 38,005.01	
199				Liberty St.				\$ 35,581.92	
200				Boyd St.				\$ 30,403.83	
201				Commander St.				\$ 43,271.33	
202				Vista St.					
203				Light St.				\$ 7,959.06	
204				Stackley St.				\$ 36,063.42	
205				Hemingway St.				\$ 12,951.66	
206				Marlboro St.				\$ 29,257.48	
207				E. Marion St.				\$ 28,069.93	
208				Freemond St.				\$ 9,576.09	
209				Dixie St.				\$ 113,449.47	
210				Ingram St.				\$ 45,857.64	
211				Alexander St.				\$ 62,106.99	
212				Harmony St.				\$ 52,960.16	
213				Harrell St.				\$ 31,672.28	
214				Lawson St.				\$ 89,325.45	
215				Sanborn St.				\$ 53,726.22	
216				N. McQueen St.				\$ 50,530.33	
217				W. Marion St.				\$ 120,444.78	
218				Pennsylvania St.				\$ 54,008.59	
219				Carver St.				\$ 48,383.12	
220				Gladstone St.				\$ 40,185.89	
221				Fairfield Cir.				\$ 41,874.71	
222				Waverly St.				\$ 75,673.35	
223				Sidewalks on Irby St.	Wilson Road to Sam Harrell Rd.				
224				Sidewalks on Dargan St.	Hwy 52 to Vista St.			\$ 98,182.98	\$ 196,927.05
225				Sidewalks on Roughfork St.					
226				Sidewalks on Sopkin Ave.				\$ 625,960.07	
227				Widen Entrance road to County Complex & bury power lines				\$ 26,947.20	
228				W. Louise Rd.				\$ 13,688.62	
750				CPST2 Phase II Engineering				\$ 60,000.00	
539				Cumberland Drive				\$ 67,771.60	
540				Hickory Grove Circle				\$ 160,051.08	
541				E Elmgrove Avenue				\$ 24,624.54	
542				Patterson Street				\$ 38,698.76	
543				E Waterman Avenue				\$ 41,825.80	
544				E Westford Road				\$ 56,073.48	
545				E Wingate Avenue				\$ 38,675.29	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
229		District 4		Van Houton Dr.		\$ 4,033,853.00		\$ 145,403.58	
230				Alma Ln.				\$ 12,638.96	
231				Willow Point Rd.				\$ 227,932.04	
232				Pygate Rd.				\$ 608,717.29	
233				Fork Rd.				\$ 95,486.80	
234				Meadow Prong 2				\$ 57,350.04	
235				Meadow Prong 1				\$ 358,483.25	
236				Clyde McGee Rd.				\$ 231,319.00	
237				Golden Gate Rd.				\$ 22,143.48	
238				Ed James Rd.				\$ 208,876.54	
239				Javelin Cir.					
240				Johnson Rd.				\$ 11,786.12	
241				Joe Nathan Ln.				\$ 15,088.46	
242				Buckshot Rd.				\$ 18,926.70	
243				Sims Rd.				\$ 41,005.78	
244				Cubie Rd. 1				\$ 78,344.11	
245				Cubie Rd. 2				\$ 83,937.21	
246				Jenkins Nowlin Rd.				\$ 127,134.69	
247				Alvin Kirby Rd				\$ 74,973.27	
248				Truck Route	Foxworth St. to Brockington St.				
546				Branch Road				\$ 211,882.25	
548				Degroat Rd				\$ 16,321.90	
549				Hayward Rd				\$ 123,130.79	
551				Oliver Road				\$ 153,200.50	
552				Sandspur Road				\$ 217,783.02	
750				CPST2 Phase II Engineering				\$ 76,000.00	
249		District 5		Horace Matthews Rd.		\$ 4,033,853.00		\$ 1,112,072.32	
250				Carnell Dr.				\$ 72,804.12	\$ -
251				S. Canal Dr.				\$ 91,780.35	\$ -
252				Circle Dr.				\$ 83,289.58	
253				Margo Ln.				\$ 7,605.71	
254				Milestone Rd.				\$ 74,811.06	\$ 8,188.94
255				C.W. Robinson Rd.				\$ 354,345.32	\$ 72,677.53
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.				\$ 587,456.77	
265				Silver Leaf Rd.				\$ 177,143.52	
266				Railroad Ave. (Scranton)				\$ 143,318.30	
554				Bannockburn Road				\$ 105,287.93	\$ 14,712.07
556				CW Robinson Rd				\$ -	
557				Dunlap Rd.				\$ 19,325.06	
559				Hemlock Rd				\$ 42,393.17	
562				Karisma Rd				\$ 9,039.23	
564				Medford Road				\$ 146,511.53	\$ -
566				Poston Road				\$ 126,342.44	\$ 61,657.56
567				Rainbow Road				\$ 114,201.77	
571				Yellow Bluff Road				\$ 42,992.68	
750				CPST2 Phase II Engineering				\$ 84,375.00	\$ 8,500.00

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
267		District 6		Charlie Cade Rd.		\$ 4,033,853.00		\$ 141,026.46	
268				Coleman Rd.				\$ 14,839.00	
269				Spring Branch Rd.					
270				Willow Grove Rd.				\$ 96,337.38	
271				Haven Rd.				\$ 39,270.99	
272				Magic Dr.				\$ 23,927.00	
273				Danieltown Rd.				\$ 75,045.44	
274				Pepper Tree Rd.				\$ 202,964.66	\$ 59,658.45
275				Antique Cir.				\$ 30,906.67	
276				Diamond Head Loop Rd.				\$ 205,040.69	
277				Pecan Grove Rd.				\$ 411,563.23	
278				Hosea Gibbs Rd.				\$ 273,459.11	
279				Tabernacle Rd.				\$ 151,187.73	
280				Boling Rd.				\$ 54,098.81	
281				Cart Rd.				\$ 54,463.96	
282				W. Turner Gate Rd.				\$ 53,149.54	
283				Brick House Rd.				\$ -	
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.				\$ 1,118.10	
289				Ard St.				\$ 7,455.00	
290				Wickenwood Rd.				\$ 85,519.50	
291				Large Farm Rd.				\$ 12,774.62	
292				Camp Wiggins Rd.				\$ 13,296.53	
293				Horse Shoe Rd.				\$ 56,800.00	
294				Benton Rd.				\$ -	
295				Freeman Ln.				\$ 20,268.44	
296				Nita Cain Rd.				\$ 81,675.58	
297				South Wind Rd.				\$ 27,460.75	
298				Gum Rd.				\$ 81,657.88	
573				Blue Cap Road				\$ 54,482.25	\$ -
575				Chisholm Trail				\$ 240,470.52	\$ -
577				Dunaway Drive				\$ 32,431.76	
583				Miles Road				\$ 73,480.00	\$ -
584				Mill Branch Road				\$ 85,321.74	
588				Pine Bluff Road				\$ 93,604.82	
589				Pine Haven Drive				\$ 100,664.05	
590				Quincy Road				\$ 68,125.00	
591				E Stardust Road				\$ 27,893.55	
592				Sam Grover Road				\$ 33,187.15	
593				Sandbed Road				\$ 4,749.42	
594				Sandwood Avenue				\$ 141,365.86	\$ 49,089.89
596				S Terrace Drive				\$ 144,944.00	
572				Ben Hogan Circle				\$ 81,192.14	
578				Freemont Street				\$ 41,789.56	
579				E Handy Lane				\$ 54,581.78	
582				Middlecoff Lane				\$ 42,343.30	
585				Moore Road				\$ 104,589.46	
750				CPST2 Phase II Engineering				\$ 83,375.00	\$ 9,500.00
299		District 7		Hughes Cir (off TV Rd.)		\$ 4,033,853.00		\$ 209,743.99	
300				Joan Rd. (off TV Rd.)				\$ 142,781.52	
301				John C. Calcoun Rd.				\$ 245,254.30	
302				Wilson Rd.				\$ 111,302.85	
303				Pocket Rd.				\$ 242,271.21	
304				W. Black Creek Rd.				\$ 301,597.57	
305				W. McIver Rd.				\$ 168,777.20	
306				R. Bar M. Ranch Rd.				\$ 96,173.17	
307				Tara Dr.				\$ 88,739.03	
308				Raiford Ln.				\$ 9,680.54	
309				Calvert's Ct.				\$ 13,613.31	
310				Shamrock Rd.				\$ 17,534.03	
311				Clayton Ct.				\$ 9,773.36	
599				Allegheny Ridge				\$ 34,301.88	
600				Alpine Trail				\$ 25,509.88	
601				Brand Street				\$ 83,942.55	
602				Brown Street				\$ 21,564.08	
603				Buckingham Road				\$ 29,354.74	
604				Buncomb Road				\$ 23,420.34	
605				Cemetery Street				\$ 25,560.16	
606				Charles Street				\$ 33,266.06	
607				E Cooper Circle				\$ 27,817.00	
608				Diggs Avenue				\$ 47,834.22	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
609				East Ervin Street				\$ 93,170.18	
610				Gillard Street				\$ 64,557.00	
611				Howard Street				\$ 33,207.19	
612				High Hampton				\$ 57,745.38	
613				James Street				\$ 51,663.16	
615				Kershaw Street				\$ 63,516.94	
616				Layton Street				\$ 58,958.32	
617				Lewis Lane				\$ 43,931.04	
618				Lynch Street				\$ 80,836.44	
619				Magnolia Street				\$ 51,308.19	
620				Maxwell Street				\$ 222,367.07	
621				Mays Place				\$ 16,298.84	
622				Mechanic Street				\$ 57,062.67	
623				Newman Avenue				\$ 38,365.02	
624				Norfolk Street				\$ 51,690.24	
625				North Fortune Street				\$ 30,366.85	
626				Paloman Parkway				\$ 30,053.63	
627				Pawley Street				\$ 57,927.44	
628				Pearl Circle				\$ 32,173.50	
631				Reed Court				\$ 36,365.00	
632				Rocky Way Drive				\$ 30,539.75	
633				Rose Street				\$ 77,290.30	
634				Springdale Place				\$ 19,342.00	
635				Shenandoah Lane				\$ 61,991.26	
636				Summit Circle				\$ 16,041.88	
638				Trinidad Court				\$ 31,027.74	
639				Williamsburg Circle				\$ 39,529.48	
640				N Whitehall Drive				\$ 2,000.00	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
641				Wiley Lane				\$ 29,009.74	
750				CPST2 Phase II Engineering				\$ 75,687.50	
312	Resurface	District 8		Maulden Dr.		\$ 4,033,853.00		\$ 140,845.57	
313	Resurface			Crownland Estates					
314	Resurface			E. and W. Sandhurst Dr.				\$ 122,588.97	
315	Resurface			Stratford Cir.				\$ 25,319.36	
316	Resurface			Castleberry Dr.				\$ 14,356.83	
317	Resurface			Westmoreland Ave.					
318	Resurface			Devonshire Dr.					
319	Resurface			Longwood Dr.				\$ 23,548.49	
320	Resurface			Woods Dr.					
321	Resurface			Rosedale St.				\$ 72,389.80	
322	Resurface			St. Anthony Dr.				\$ 41,437.89	
323	Resurface			Jones Rd.				\$ 20,560.57	
324	Resurface			Winthrop Dr.				\$ 29,925.61	
325	Resurface			Progress St.				\$ 35,698.60	
326	Resurface			Lee St.				\$ 28,152.62	
327	Resurface			Saluda Ave.				\$ 100,594.71	
328	Resurface			Sewanee Ave.				\$ 16,120.73	
329	Resurface			Chestnut St.				\$ 37,501.86	
330	Resurface			Kalmia St.				\$ 18,025.21	
331	Resurface			Sesame St.				\$ 15,115.07	
332	Resurface			Cedar St.	Franklin to Adams Ave.			\$ 20,639.05	
333	Resurface			Waters Ave.	Park to Lawson			\$ 12,676.62	
334	Resurface			Sylvan Dr.				\$ 31,367.01	
335	Resurface			Cedar Lawn Court				\$ 17,128.83	
336	Resurface			Lakeside Drive				\$ 891.53	
337	Resurface			Richburg Ln.				\$ 9,787.26	
338	Resurface			Jeffries Ln.				\$ 51,019.44	
339	Resurface			Hondros Cir.				\$ 20,555.79	
340	Resurface			Constantine Dr.				\$ 25,451.17	
341	Resurface			Rollins Ave.				\$ 20,499.61	
342	Resurface			Fitz Randolph Cir.				\$ 521.14	
343	Resurface			Shore Ln.				\$ 865.56	
344	Resurface			Marion Ave.				\$ 31,188.39	
345	Resurface			Virginia Acres				\$ 32,980.98	
346	Resurface			Poinsette Ave.				\$ 1,035.72	
347	Resurface			Melrose Ave.				\$ 1,097.83	
348	Resurface			Courtland Ave.				\$ 26,631.57	
349	Resurface			Hillside Dr.					
350	Resurface			Wisteria Dr.					
351	Resurface			Margaret Dr.				\$ 26,599.12	
352	Resurface			Dunvegan Rd.				\$ 23,419.71	
353	Resurface			Roseneath Rd.				\$ 26,661.31	
354	Resurface			Beverly Dr.				\$ 45,746.06	
355	Resurface			Alton Cir.				\$ 26,231.54	
356	Resurface			Lindberg Dr.				\$ 51,962.45	
357	Resurface			Woodstone Dr.				\$ 20,345.99	
358	Resurface			DeBerry Blvd.				\$ 22,287.73	
359	Resurface			Dorchester Rd.				\$ 31,482.58	
360	Resurface			Fairfax Rd.				\$ 17,907.28	
361	Resurface			Cherry Blossom Ln.				\$ 16,336.39	
362	Resurface			Valpariso Dr.				\$ 22,154.14	
363	Resurface			Wayne St.				\$ 19,202.60	
364	Resurface			Sweetbriar St.				\$ 14,925.62	
365	Resurface			Furman Dr.				\$ 37,130.55	
366	Resurface			Converse Dr.	Third Loop north to ???			\$ 31,464.14	
367	Resurface			Gable Ridge Dr.				\$ 51,943.77	
368	Resurface			Durant Dr.				\$ 20,565.23	
369	Resurface			Joseph Circle				\$ 28,465.21	
370	Resurface			Westminister Dr.				\$ 29,036.93	
371	Resurface			Langely Dr.				\$ 25,954.98	
372	Resurface			Mayfair Terrace				\$ 19,013.08	
642	Resurface			Brettwood Avenue				\$ 49,078.21	
643	Resurface			W Cambridge Drive				\$ 40,180.71	
644	Resurface			E Carolyn Avenue				\$ 85,122.24	
645	Resurface			S Converse Drive				\$ 60,588.52	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
646	Resurface			W Conyers Avenue				\$ 98,818.96	
647	Resurface			Dell Joe Circle				\$ 2,650.00	
648	Resurface			Dresden Street				\$ 2,650.00	
649	Resurface			W Downing Street				\$ 5,744.45	
650	Resurface			S Enchanted Lane				\$ 26,772.63	
651	Resurface			Goldenway				\$ 2,650.00	
652	Resurface			E Grace Drive				\$ 69,200.82	
653	Resurface			Greenland Drive				\$ 87,394.77	
654	Resurface			S Hallmark Drive				\$ 55,572.41	
655	Resurface			Higgins Street				\$ 20,393.94	
657	Resurface			Kenwood Avenue				\$ 11,693.42	
658	Resurface			Lorraine Avenue				\$ 60,749.09	\$ 5,860.00
659	Resurface			Madson Avenue				\$ 18,191.71	
660	Resurface			Oakmont Avenue				\$ 9,730.38	
661	Resurface			Oxford Street				\$ 2,650.00	
662	Resurface			S Patton Drive				\$ 33,063.15	
663	Resurface			Plum Drive				\$ 31,395.26	
664	Resurface			Pineland Avenue				\$ 29,712.31	
665	Resurface			Revell Drive				\$ 2,650.00	
666	Resurface			Seneca Drive				\$ 94,999.59	
667	Resurface			S Shandon Drive				\$ 2,850.00	
668	Resurface			W Suburbia Street				\$ 20,063.35	
669	Resurface			Tanglewood Circle				\$ 2,650.00	
670	Resurface			Treasure Cove				\$ 18,902.13	
671	Resurface			Waccamaw Drive				\$ 31,497.95	
672	Resurface			W Wannamaker Avenue				\$ 80,129.74	
750				CPST2 Phase II Engineering				\$ 75,687.50	
		District 9		Hampton Pointe Subdivision		\$ 4,033,853.00		\$ 71,033.09	
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	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
				Whitehall Annex Subdivision					
386				Albemarle Blvd.				\$ 8,798.98	
387				Banbury Cir.				\$ 46,685.95	
388				Bedford Ln.				\$ 20,028.21	
389				Milford Ln.				\$ 8,798.98	
390				South Arundel Dr.				\$ 26,567.81	
391				St. James Ln.				\$ 10,822.30	
				Village Green and Waterford Subdivisions					
392				Greenview Dr.				\$ -	\$ 46,532.25
393				Key Largo Ct.				\$ 15,528.13	
394				Waterford Dr.				\$ 57,973.32	
				Springdale and Villa Arno Subdivisions					
395				Guilford Cir.				\$ 71,885.23	
396				Perth St.				\$ 25,274.21	
397				Springfield St.				\$ 57,476.07	
398				Suffork Place				\$ 18,949.81	
399				Strada Amore					
400				Strada Gianna					
401				Strada Mateo					
402				Via Ponticello					
				Oak Forrest Subdivision					
403				Alabama Ln.				\$ 8,441.62	
404				Arizona Way				\$ 9,622.69	
405				California Rd.				\$ 11,204.52	
406				Florida Dr.				\$ 25,553.72	
407				Georgia Ct.				\$ 7,901.60	
408				Louisiana Ln.				\$ 10,074.14	
409				Oak Forest Blvd.				\$ 24,380.55	
410				Tennessee Terrace				\$ 10,810.70	
411				Tex Rd.				\$ 17,829.87	
412				Utah Ct.				\$ 12,382.97	
				Kelly Farms and Parkland Subdivisions					
413				Derby Dr.				\$ 18,592.79	
414				Kelly Farms Rd.				\$ 112,682.80	
415				Preakness Ln.				\$ 20,053.46	
416				W. Belmont Cir.				\$ 85,862.29	
417				Cottonwood Dr.				\$ 29,669.16	
418				Deerwood Place				\$ 14,196.43	
419				Heathway Dr.				\$ 59,227.97	
420				Mosswood Dr.				\$ 20,606.31	
421				W. Delmae Dr.				\$ -	\$ 15,959.81
422				Wethersfield Dr.				\$ 47,000.54	
				Heritage Subdivision					
423				Cow Pens Cir.				\$ 16,332.08	
424				Declaration Dr.				\$ 22,507.78	
425				Farm Quarter Rd.				\$ 28,239.27	
426				Independence Ave.				\$ 11,896.70	
427				Indigo Place				\$ 7,817.73	
				Forest Lake And Forest Lake West Subdivisons					
428				Brock Cir.					\$ 76,005.66
429				Ginny Ct.					\$ 12,091.45
430				Julie Ln.					\$ 11,925.35
431				Goff Ct.					\$ 7,605.31
432				Lunn Dr.					\$ 28,010.82
433				Madden Ln.					\$ 9,288.22
434				Sliger Cove					\$ 11,249.92
435				Yeargin Cove					\$ 11,846.37
436				Young Charles Dr.					\$ 62,688.15
437				Wanda Cove					
438				Claude Douglas Cir.				\$ 84,322.97	
439				Hepburn Blvd.				\$ 46,079.23	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 9/30/2020	O/S Purchase Orders
				Dunwoody Subdivision					
440				Ashwood Ln.				\$ 7,163.62	
441				Aspen St.				\$ 12,823.44	
442				Dunwoody Rd.				\$ 13,863.66	
443				Evergreen Rd.				\$ 15,704.93	
444				Periwinkle Ln.				\$ 10,656.09	
				Farmwood and Ferndale Subdivisions					
445				Farmwood Dr.				\$ 22,174.99	
446				Heather Dr.				\$ 17,083.23	
447				Patrick Dr.				\$ 14,449.23	
448				Boone Cir.				\$ 69,926.44	
449				Corbett Place				\$ 24,991.42	
				Charters Subdivision					
450				Bristol St.				\$ 53,755.20	
451				Charters Dr.				\$ 27,418.73	
452				Claymount Ct.				\$ 27,991.00	
453				Cravenhurst Ct.				\$ 15,887.65	
454				Dominion Ct.				\$ 27,243.77	
455				Fairhaven Rd.				\$ 57,034.85	
456				Magna Carta Rd.				\$ 88,241.23	
				Arrowood Subdivision					
457				Arrowhead Cir.					
458				Arrowood Dr.					
459				Falcon Way					
460				Skylark Dr.					
				Chadwick Place					
461				Britanna St.				\$ 32,557.58	
462				Chadwick Dr.				\$ 77,957.83	
463				Knights Bridge Rd.				\$ 25,148.49	
464				Lamplsey Way				\$ 17,099.85	
465				Wetherby Ln.				\$ 19,153.93	
466				Stratton Dr.				\$ 124,394.32	
467				Pelican Ln.				\$ 135,050.40	
468				W. Eagle St.				\$ 92,187.98	
469				Thunderbird Dr.					\$ 39,978.89
470				Whitehall Cir.				\$ 98,922.60	
471				S. Peninsula Rd.				\$ 33,102.86	
472				McLaurin Dr.				\$ -	
473				Traffic Signals	Botany and Jefferson on W. Palmetto			\$ 80,544.55	\$ 15,796.50
474				Traffic Signals	Third Loop Rd. and McCown Dr.				
674				Brockton Lane				\$ 33,276.06	
677				S. Floyd Circle					\$ 52,314.44
679				Harriett Drive				\$ 39,568.09	
680				Hobart Drive					\$ 60,864.50
681				Hyde Circle				\$ 48,922.00	
683				Janes Lane				\$ 20,126.01	
685				Joyce Lane				\$ 20,257.51	
687				Kitty Lane				\$ 19,871.54	
688				Manorway Drive					\$ 29,437.99
689				McKeithan Road				\$ 46,210.24	
690				Stoney Brook Terrace				\$ 30,960.18	
692				Thicket Place				\$ 15,717.36	
693				Westchester Avenue					\$ 52,216.79
750				CPST2 Phase II Engineering				\$ 85,750.00	\$ 13,250.00
			Category Total				\$ 36,304,677.00		
			Grand Total of all projects				\$ 145,000,000.00	\$ 133,786,062.55	\$ 5,162,068.95

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

Authorize The FY2020/21 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2020/21 (The Budget Ordinance).

FUNDING FACTORS:

The funding for this bonus has already been included in the various departments' budgets; therefore, no additional funding needs to be identified.

OPTIONS:

(Recommended) Staff recommends that Council Authorize The FY2020/21 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2020/21 (The Budget Ordinance).

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Reports to Council
RFP Award

DEPARTMENT: Administration
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award RFP No. 17-19/20, Design-Build Services For A Service Monument To Be Located At The Judicial Center To Monument Warehouse, LLC, Elberton, Ga To Be Funded From Donations, Drs. Bruce And Lee Foundation Grant Funds And Remaining Judicial Center Construction Funds. (*4 Proposals were received*).

POINTS TO CONSIDER:

- 1) RFP No. 17-19/20 was advertised in the South Carolina Business Opportunities (SCBO) newsletter on June 3, 2020. Proposals were received on July 15, 2020.
- 2) Four proposals were received.
- 3) A selection committee evaluated the proposals and selected Monument Warehouse, LLC, Elberton, Ga as the highest ranking responding firm.
- 4) Council approval includes authorization for the County Administrator to begin working with Monument Warehouse, LLC to design a service monument within the budgeted funds amount.

OPTIONS:

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

ATTACHMENT:

Final Ranking Sheet.

Florence County, SC
Request for Proposal/Qualifications No. 17-19/20
DESIGN/BUILD SERVICES-SERVICE MONUMENT

Evaluation Rankings

Points	Company	Ranking
361.3	Company Name: Monument Warehouse, LLC	1
311.3	Company Name: Brown Memorials	2
298.3	Company Name: Thompson Turner	3
297.5	Company Name: ARC Incorporated	4

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Reports to Council

DEPARTMENT: EMS Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize The Use Of The Savvik Cooperative Purchasing Agreement Awarded To Wheeled Coach Industries To Purchase Two (2) 2021 Ford E-450 Ambulances With Required Options And Up-fits From Select Custom Apparatus Of Falkland, North Carolina, An Authorized Regional Representative For Wheeled Coach Industries In The Amount Of \$342,680 And Declare Surplus Two 2011 Chevrolet G4500 Ambulances, VIN# 1GB6G5CL5B1177637 And VIN# 1GB6G5CL9B1176975, And Authorize The Trade-In Of The Two Units In The Amount Of \$17,500 For A Net Purchase Amount Of \$325,180 To Be Funded From FY 20-21 Departmental Budgeted Funds.

POINTS TO CONSIDER:

- 1) Section 11.5-41 of the County procurement code allows the purchase of services and supplies through a cooperative purchasing agreement.
- 2) Savvik Buying Group publicly offered an RFB No. 2020-04 for Ambulances.
- 3) Wheeled Coach Industries was awarded the contract.
- 4) The EMS Director recommends this award.

FUNDING FACTORS:

\$325,180 = Total funding will be from FY 21 budgeted EMS Departmental funds.

OPTIONS:

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

ATTACHMENTS:

- 1) Savvik Contract Agreement with Wheeled Coach.
- 2) Select Custom Apparatus, Inc. Authorized Dealer Letter From Wheeled Coach Dated October 3, 2019.
- 3) Quote from Select Custom Apparatus, Inc. dated October 29, 2020.
- 4) Letter of Recommendation from Ryon Watkins, EMS Director dated November 2, 2020.

AGREEMENT

This Agreement is effective September 12, 2020, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the “Principal Procurement Agency”), Public Safety Association Inc (the “Company”) and REV Ambulance Group Orlando, Inc. dba, Wheeled Coach Industries (the “Supplier”).

RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Ambulance and Transport Vehicles, RFB #2020-04 (“RFB”), soliciting bids for the supply and support of ambulance and transport vehicles.
- B. Supplier duly submitted proposal in response to the RFB (“RFB Response”), which outlines Supplier’s agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties’ agreement.

AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on June 11, 2020 and June 18, 2020, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled “Eagle County Paramedic Services, Public Safety Association Inc and REV Ambulance Group Orlando, Inc. dba, Wheeled Coach Industries” attached hereto (together, all such documents shall be referred to herein as the “**Contract Documents**”), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier’s provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on September 12, 2020.

Eagle County Health Service District
dba, Eagle County Paramedic Services
(the "Principal Procurement Agency")

By: 

Printed Name: Christopher A. Montera

Its: Chief Executive Officer

Public Safety Association Inc
(the "Company")

By: 

Printed: Dane Meyer

Its: President

REV Ambulance Group Orlando, Inc. dba, Wheeled Coach Industries
(the "Supplier")

By: 

Printed Name: 

Its: 



October 3, 2019

To Whom It May Concern,

Select Custom Apparatus Inc is the authorized dealer for Wheeled Coach in South Carolina. They are also authorized to sell Wheeled Coach on the Savvik Coop Purchasing contract.

Sincerely,

A handwritten signature in black ink that reads 'Michele Yoder'.

Michele Yoder
Brand Manager
Wheeled Coach Inc.

2737 North Forsyth Rd, Winter Park Fl 32792



P.O. Box AP, 6100 N. Main St. Falkland, NC 27827
P (252) 757-3787 • F (252) 757-1639

SOLD & TITLED TO: 10-29-20

DATE

County of Florence

PURCHASER'S NAME

180 N. Irby Street

STREET ADDRESS

Florence

SC

29501

CITY

STATE

ZIP

Ryon Watkins

843-665-3038

CONTACT

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING AMBULANCE/VEHICLE

YEAR 2021

MAKE Ford

MODEL OR
SERIES

E-450

BODY
TYPE

Wheeled Coach

COLOR

White

TRIM

XLT

V.I.N.

TBD

TO BE DELIVERED ON OR
ABOUT

TBD

SALESMAN

Kent Cummings

STOCK NO.

TBD

CASH PRICE OF UNIT

(2) 2021 Ford E-450, 7.3L Gas, Wheeled Coach Ambulance – SAVVIK \$ 128,787.00 ea.

\$ 257,574.00

F.O.B. FACTORY OR DESINATION:

Falkland, NC

2

Wheeled Coach Options required by customer through SAVVIK (Account # 22065) \$ 37,469.00 per unit

\$ 74,938.00

2

Wheeled Coach Concession \$ 5000.00 per unit

-\$ 10,000.00

2

Ford GPC Rebate (Ford DIN # QD256) \$ 4,600 per unit

-\$ 9,200.00

2

Additional options to be added to each unit \$ 14,192.21 per unit

\$ 28,384.42

1

SAAVIK Buying Group Fee (1/2 of the Fee is invested back into the S.C. EMS Association) (1 fee per PO)

\$ 500.00

2

Additional Air Tank for Air Horns \$ 242.00 per unit

\$ 484.00

MSO/TITLE TO BE FILLED OUT AS FOLLOWS:

SEND MSO/TITLE TO:

Same as Above

Same as Above

PHONE:

USED VEHICLE TRADE-IN AND /OR OTHER CREDITS

MAKE OF TRADE-IN

(2) Units – Florence Co. 2138 / 2139

YEAR

MODEL

Chevy

BODY

G4500 Mods

V.I.N.

1GB6G5CL5B1177637 / 1GB6G5CL9B1176975

BALANCE OWED TO:

ADDRESS

USED TRADE-IN ALLOWANCE

\$ 17,500.00

BALANCE OWED ON TRADE-IN

NET ALLOWANCE ON USED TRADE-IN

DEPOSIT OR CREDIT BALANCE

DOWN PAYMENT (Trans. to Right Col.)

\$ 17,500.00

EXPIRATION DATE:

11-29-2020

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE:

\$ 342,680.42

STATE AND LOCAL TAXES

Customer

LICENSE, LICENSE TRANSFER, TITLE REGISTRATION FEE

Customer

1. TOTAL PRICE OF THE UNITS

\$ 342,680.42

2. DOWN PAYMENT:

consisting of \$ 0 in cash

and/or \$ 17,500 net trade in

allowance on trade-in; see statement in

left hand column for details.

Delivery Charge

3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)

\$ 325,180.42

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELECT CUSTOM APPARATUS, INC. (SCA) ARE THEIRS, NOT SCA, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SCA FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SCA ON ITS BEHALF. SCA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY SCA, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FOR OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. The front and back of this Order comprise the entire agreement affecting the purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

ACCEPTED BY:

Kent Cummings

PURCHASER'S SIGNATURE

DATE

SELECT CUSTOM APPARATUS AUTHORIZED REPRESENTATIVE



P.O. Box AP, 6100 N. Main St., Falkland, NC 27827
P (252) 757-3787 • F (252) 757-1639
N. C. Dealer # 68734
Va. Dealer # 33573

September 29, 2020

Mr. Ryon Watkins, Chief
Florence County EMS
527 S. Church Street
Florence, SC 29506

Re: SUPPLEMENT TO SALES AGREEMENT (TRUCK WITH 6500 COT UPGRADE)				
Item	Qty	Price Each	Extention	
Select Custom Console	1	\$500.00	\$500.00	
Stryker 6500 Performance Load Upgrade Kit	1	\$2,370.86	\$2,370.86	
Stryker 6500 Motor Mount Kit	1	\$553.76	\$553.76	
Stryker Cot Upgrade/Installation	1	\$310.00	\$310.00	
Stryker Extended Warranty	1	\$3,369.20	\$3,369.20	
For Keys (2) and Key fobs (2) Additional	2	\$125.00	\$250.00	
Graphics 3M to match fleet	1	\$4,000.00	\$4,000.00	
Window Tint - Rear Module Windows	1	\$210.00	\$210.00	
Ipad Mount & Holder - Jotto Desk	1	\$527.89	\$527.89	
Streamlight Flashlights - Mounted	2	\$226.00	\$452.00	
Lateral Suction Unit and Bracket	1	\$1,500.00	\$1,500.00	
Custom Net - Open Cabinet (2) buckles	1	\$148.50	\$148.50	
		Total:	\$14,192.21	

Quote is to outfit one Ambulance.
Amount of quote will be doubled because we
are purchasing two Ambulances.

RW
11-2-2020



FLORENCE COUNTY
Emergency Medical Services

Ryon A. Watkins
Chief

Barrott W. Dowdy
Deputy Chief

November 2, 2020

Patrick Fletcher, Director
Florence County Procurement Department
180 North Irby Street
Florence, SC 29501

Re: Recommendation Regarding Ambulance Purchase

Patrick,

I'm writing today to recommend that we utilize FY21 budgeted funds and the Savvik purchasing cooperative to purchase two ambulances and required equipment from Select Custom Apparatus of Falkland, North Carolina, who is the South Carolina distributor for Wheeled Coach.

Both new ambulances are replacements for two 2011 model ambulances that we intend to trade in.

Florence County presently owns nineteen ambulances that were built by Wheeled Coach. I have been pleased with the quality of their product and believe that acquiring two more Wheeled Coach ambulances will greatly enhance our fleet.

Please contact me if you have any questions regarding this matter.

Yours very truly,

Ryon A. Watkins
Chief

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Public Works

ISSUES UNDER CONSIDERATION: Request for Council To Award Bid No. 09-20/21, MBC Stone For Victor White Rd. To Hanson Aggregates Of Jefferson, SC In The Amount Of \$63,180.00 To Be Funded From CPST II District 4 Funds. (***3 Compliant Bids Received***).

POINTS TO CONSIDER:

- 1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on October 29, 2020. The bid opening was held on November 5, 2020.
- 2) Three (3) bids were received; Three (3) bids were compliant. Hanson Aggregates, Jefferson, SC is the lowest responsible, responsive bidder.
- 3) Carlie Gregg, the Public Works Director recommends awarding the bid to Hanson Aggregates.
- 4) The bid expires February 4, 2021.

FUNDING FACTORS:

\$63,180.00 = Total amount to be funded from the CPST II District 4 funds.

OPTIONS:

- 1) Award Bid No. 09-20/21 (***Recommended***).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter from Carlie Gregg dated November 6, 2020.

**Florence County, South
Carolina
Project: MBC Stone for Victor
White Rd. District 4**

Bid Opening Date: 11/05/2020

Time: 10:05 a.m.

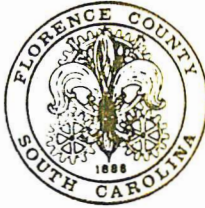
Tabulation for Bid No. 09-20/21

Name of Bidder	Bid Bond (Y/N)	Primary Bid**	Maximum Local 5% Deduction*	Primary Bid w/Local Deduction
Hanson Aggregates / Jefferson, SC	Y	\$63,180.00	N/A	\$63,180.00
Kirven / Darlington, SC	Y	\$69,000.00	N/A	\$69,000.00
D & L Sitework, Inc. / Conway, SC	Y	\$74,910.00	N/A	\$74,910.00

Notes:

*5% Local Preference-Florence County Code, Section 11.5-39

**Bid includes sales tax



FLORENCE COUNTY
Public Works Department

Arthur C. Gregg, Jr.
Public Works Director

MEMORANDUM

TO: Patrick Fletcher, Procurement Director

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

DATE: November 6, 2020

RE: Recommendation on Awarding Bid #09-20/21

My recommendation on Bid #09-2021 is that it be awarded to Hanson Aggregates/Jefferson, SC for 3,000 tons of MBC Stone for Victor White Road in the amount of \$63,180.00.

If you have any questions, please give me a call.

ACG,JR/ig

FLORENCE COUNTY COUNCIL MEETING
November 19, 2020

AGENDA ITEM: Other Business
 Infrastructure Project
 Council Districts 3 And 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Is Asked To Approve The Expenditure Of Up To \$10,000 From Council Districts 3 And 7 Infrastructure Funding Allocations (\$5,000 From Each) To Assist The Back Swamp School Trust With The Construction Of A New Roof On The Historical Back Swamp School Building.

FUNDING SOURCE:

XXX Infrastructure
_____ Road System Maintenance
_____ Utility

Amount: \$5,000

\$5,000

SIGNED: Alphonso Bradley, District 3

Waymon Mumford, District 7

ATTACHMENTS:

Request From The Back Swamp School Trust Board

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

Connie Y. Haselden, Clerk to Council

From: Jo Jeffers <ajjclay@att.net>

Date: November 11, 2020 at 10:38:13 AM EST

To: mumfordw@icloud.com

Subject: Back Swamp School House

Councilman Waymon Mumford,

Thank you for your interest in the Back Swamp School Trust, a small volunteer and non-profit neighborhood group which works to keep the building intact and in use.

We are looking at the need of a new roof soon; preliminary estimates are \$12,000 to \$15,000.

Jo Jeffers, chairman

board members:

Ellen Walker, secretary

David White, vice chairman

Martha Herbert

Ralph Hughes

Lucy Dargan

Lynn Rogers

Harold Brasington

Tom Key

Sarah Dargan

Bubba Brunson

Peggy Brown

**FLORENCE COUNTY COUNCIL MEETING
NOVEMBER 19, 2020**

AGENDA ITEM: Other Business
Infrastructure Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$7,500.00 From Council District 3 Infrastructure Funding Allocation To Pay For A New Fountain In The Pond And Electrical Repairs At Brooks McCall Park.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED:

Council District 3

Honorable Alphonso Bradley

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to 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
November 19, 2020

AGENDA ITEM: Other Business
 Infrastructure Project
 Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Is Asked To Approve The Expenditure Of Up To \$4,500.00 From Council District 4 Infrastructure Funding Allocation To Assist The Timmons ville Rescue Squad With The Purchase Of A Floor Cleaner.

FUNDING SOURCE:

 XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: _____

Council District 4 Honorable Mitchell Kirby

ATTACHMENTS:

Quote from Southeastern Equipment & Supply, Inc.

I, Connie Y. Haselden, Clerk to 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



A 5 Time INC5000 Fastest Growing Company

QUOTE

1919 Old Dunbar Road
West Columbia, SC 29172
800.440.6723 or International 803.252.0100

Bill To: TIMMONSVILLE RESQUE SQUAD
401 EAST MAIN STREET
TIMMONSVILLE SC 29161

Ship To: TIMMONSVILLE RESQUE SQUAD
401 EAST MAIN STREET
TIMMONSVILLE SC 29161

Phone #: 843-346-7640

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
INVOICE DATE	ORDER DATE	NUMBER	ORDER COMMENT		
11/05/20	11/05/20	411301	5325	PAYMENT DUE WITH ORDER	HSE
RECON TENNANT T5 SCRUBBER					
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
***** QUOTATION *****					
		Carrier Tracking #			
		STANDARD SES WARRANTY *FREE DELIVERY TO COMMERCIAL ADDRESS WITH LOADING DOCK OR FORKLIFT ON-SITE--OTHERWISE, ADDITIONAL SHIPPING CHARGES WILL APPLY APPROXIMATE 4 WEEK LEAD TIME FROM TIME OF ORDER CUSTOMER HAS READ AND AGREES TO TERMS AND CONDITIONS OF SALE			
1	EA	ERTNT532 TENNANT T5 32 DISK FLOOR SCRUB BER W/ OPTIONAL ECH20 -WET BATTERIES-CHRGR-BRUSHES		4490.000	4,490.00
1	EA	TRADEIN TRADE IN **TRADE IN TENNANT 5700** *TRADE IN VALUE = \$400**		400.00-	-400.00
		Subtotal			4,090.00
		LIFT GATE FEE			75.00
		SALES TAX			327.20
		(CONTINUED ON PAGE # 2)			



A 5 Time INC5000 Fastest Growing Company

1919 Old Dunbar Road
West Columbia, SC 29172
800.440.6723 or International 803.252.0100

QUOTE

Bill To: TIMMONSVILLE RESQUE SQUAD
401 EAST MAIN STREET
TIMMONSVILLE SC 29161

Phone #: 843-346-7640
Ship To: TIMMONSVILLE RESQUE SQUAD
401 EAST MAIN STREET
TIMMONSVILLE SC 29161

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
INVOICE DATE	ORDER DATE	NUMBER	ORDER COMMENT		
11/05/20	11/05/20	5325	RECON TENNANT T5 SCRUBBER	PAYMENT DUE WITH ORDER	HSE
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		***** QUOTATION ***** (PAGE 2) STATE OF SOUTH CAROLINA TIMMONSVILLE FLORENCE (CPT) Quote Total			245.40 40.90 40.90 4,492.20

Terms: If payment is not received in the specified period a late fee of 1.5% per month (18% annually) will be charged on all balances past due.

FLORENCE COUNTY COUNCIL MEETING

November 19, 2020

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$2,625.00 from Council District #2 for 75 Tons of MBC Stone to be put on Allison Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED: _____
Requested by Councilmember: Roger Poston



Arthur C. Gregg, Jr.

Date: _____

Date 10-29-20

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

November 19, 2020

AGENDA ITEM: Other Business
Council District #6

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$4,000.00 from Council District #6 for 125 Tons of MBC Stone to be put on Dougs Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Steven DeBerry

Date: _____



Arthur C. Gregg, Jr.

Date 10-16-20

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

November 19, 2020

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$940.80 from Council District #2 for 21 Tons of 789 Stone to be put on Kingsburg Fire Station Parking Lot.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED: _____
Requested by Councilmember: Roger Poston

Date: _____

AKGJ
Arthur C. Gregg, Jr.

Date 10-29-20

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
November 19, 2020

AGENDA ITEM: Other Business
Council District #7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$18,378.00 to remove 15" HDPE pipe, 128 LF and install 24" RCP pipe, 128 LF for storm drainage replacement on N. Carnaby Circle. Remove existing catch basin and put in new 24" RCP pipe. Work will be awarded to the lowest compliant contractor.

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: Waymon Mumford

Date: _____

ACGJ
Arthur C. Gregg, Jr.

Date 10-30-20

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

November 19, 2020

AGENDA ITEM: Other Business
Council District #4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$80,000.00 from Council District #4 funding allocations to pay for MBC Stone to be put on River Bend 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

Arthur C. Gregg, Jr.

Date: _____

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

November 19, 2020

AGENDA ITEM: Inactive Agenda
Ordinance No. 08-2020/21

DEPARTMENT: County Council/Planning

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of October 15, 2020, Upon The Recommendation Of The Planning Commission And The Town Of Timmons ville Council Denied Second Reading Of Ordinance No. 08-2020/21.

[An Ordinance To Rezone Property Owned By Lumbee LLC Located At 406 West Smith Street, Timmons ville, SC, As Shown On Florence County Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approximately 0.884 Acres From B-3, General Commercial District, To R-3, Single-Family Residential District; And Other Matters Related Thereto.]

ATTACHMENTS:

Information on Ordinance No. 08-2020/21 presented at the October 15, 2020 regular meeting

FLORENCE COUNTY COUNCIL MEETING
Thursday, October 15, 2020

AGENDA ITEM: Ordinance No. 08-2020/21
Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Lumbee LLC Located At 406 West Smith Street, Timmons ville, SC, As Shown On Florence County Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approx. 0.884 Acres From B-3, General Commercial District, To R-3, Single-Family Residential District; And Other Matters Related Thereto.]

(Planning Commission disapproved 8 to 0; Council District 4)

POINTS TO CONSIDER:

1. This map amendment was requested by Jerry Jones- Lumbee LLC, the property owner.
2. The subject property is currently zoned B-3, General Commercial District and R-3, Single-Family Residential District is the desired zoning designation.
3. Surrounding land uses consist of Commercial and Residential.

OPTIONS:

1. *(Recommended)* Disapprove As Presented.
2. Provide An Alternate Direction.

ATTACHMENTS:

1. Ordinance No. 08-2020/21
2. Staff report for PC#2020-07
3. Zoning Map
4. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: August 25, 2020	Council Clerk, certify that
Planning Commission Public Hearing	: August 25, 2020	this Ordinance was
Planning Commission Action	: August 25, 2020[Disapproved 8-0]	advertised for Public
First Reading/Introduction	: September 17, 2020	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: October 15, 2020	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 08-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Lumbee LLC Located At 406 West Smith Street, Timmonsville, SC, As Shown On Florence County Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approx. 0.884 Acres From B-3, General Commercial District, To R-3, Single-Family Residential District; And Other Matters Related Thereto.]

WHEREAS:

1. This map amendment was requested by Jerry Jones- Lumbee LLC, the property owner; and
2. The subject property is currently zoned B-3, General Commercial District and R-3, Single-Family Residential District is the desired zoning designation; and
3. Surrounding land uses consist of Commercial and Residential.

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

1. Property Located At 406 West Smith Street, Timmonsville, SC, Bearing Tax Map No. 70007, Block 09, Parcel 005; Consisting Of Approx. 0.884 Acres, Is Hereby Rezoned To R-3, Single Family Residential District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., 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, AUGUST 25, 2020
PC#2020-07**

SUBJECT: Rezoning request from B-3, General Commercial District, To R-3, Single-Family Residential District.

LOCATION: 406 West Smith Street, Timmons ville, SC

TAX MAP NUMBER: 70007, Block 09, Parcel 005

COUNCIL DISTRICT(S): 4; County Council

OWNER OF RECORD: Lumbee LLC

APPLICANT: Jerry Jones

LAND AREA: 0.884 Acres

WATER /SEWER AVAILABILITY: City of Florence

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

FLOOD ZONE: None

STAFF RECOMMENDATION:
Staff recommends approval of the request.

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject property is currently vacant and zoned B-3, General Commercial District.
2. Proposed Land Use and Zoning:
The proposal is to rezone the subject property to R-3, Single-Family Residential District.
3. Surrounding Land Use and Zoning:
North: Timmons ville, Florence County, Commercial- B-3
South: Timmons ville, Florence County, Residential- R-3
West: Timmons ville, Florence County, Commercial/Residential- B-3
East: Timmons ville, Florence County, Commercial- B-3, Residential- R-3

4. Transportation Access and Circulation:

Present access to the property is by way West Smith Street and South Church Street in Timmons ville, SC.

5. Traffic Review:

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

6. Chapter 30-Zoning Ordinance

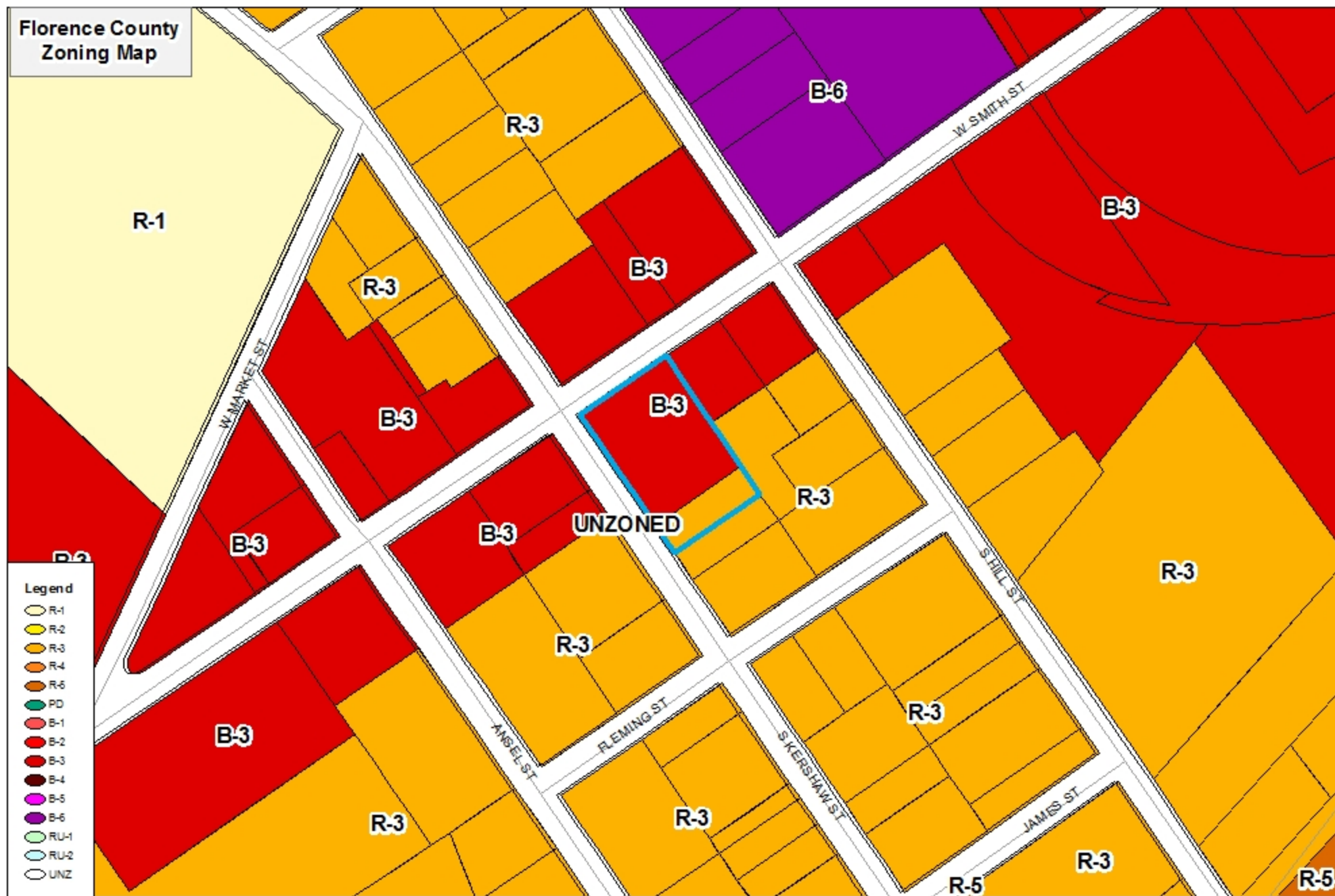
The intent of the R-3, Single-Family Residential District: The intent of this district is to foster, sustain and protect areas in which the principal use of land is for single-family dwellings and related support uses.

FLORENCE COUNTY PLANNING COMMISSION ACTION – AUGUST 25, 2020: Eight Planning Commission members voted 8 to 0 to disapprove the proposed requested zoning map amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

Florence County Planning Commission recommends disapproval of the request to the Florence County Council to amend the zoning designation for the referenced parcel located at 406 West Smith Street, Timmons ville, SC from B-3, General Commercial District to R-3 Single-Family Residential District.

**Florence County
Zoning Map**



0 95 190 380 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-06-11



**Council District(s): 4
PC#2020-07**

2018 Aerial



0 95 190 380 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2020-06-11



Council District(s): 4
PC#2020-07